

## **AMENDED - NOTICE OF PUBLIC MEETING**

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular and Executive Session** on **Thursday, April 23, 2015 at 7:00 P.M.** in the **Council Chambers** located on the 2<sup>nd</sup> floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

**1. CALL TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. SPECIAL PRESENTATIONS**

- A. Mayor to present a proclamation declaring May 3, 2015 as Lemonade Day.
- B. Mayor to present a proclamation declaring May, 2015 as Motorcycle Safety Awareness Month.
- C. Presentation of the Government Finance Officers Association *Distinguished Budget Presentation Award* for the City's 2014-2015 annual budget document.

**5. PETITIONS OR REQUESTS FROM THE PUBLIC**

Speakers may be limited to 2, 3 or 5 minutes according to Section 2-24 of the Code of Ordinances, City of Alvin, Texas. State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from Council Chambers.

**6. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**

**7. PUBLIC HEARING - NONE**

**8. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:**

All items listed under the Consent Agenda are considered to be routine, and require little or no deliberation by City Council. These items will be enacted/approved by one motion unless a Council member requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action. Approval of the Consent Agenda enacts the items of legislation and authorizes implementation of other items.

- A. Consider street closure request from the Alvin Independent School District's Education Foundation for a fundraising event to be held on Saturday, May 2, 2015 from 8:00 a.m. to 5:00 p.m. for the entire east bound lane of Second Street at Cleveland Street to Betsy Ross Street.
- B. Consider of out of state travel to Fort Polk, Louisiana for Captain Arendell and Lieutenant Darnell of the Alvin Police Department to pick up government property (2 generators) obtained through the Department of Public Safety 10-33 Program.
- C. Approve minutes of the April 6, 2015 Special City Council meeting.

- D. Approve minutes of the April 9, 2015 City Council workshop meeting.
- E. Approve minutes of the April 9, 2015 Regular City Council meeting.

**9. MATTERS REMOVED FROM CONSENT AGENDA**

**10. OTHER BUSINESS:**

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

- A. Receive and acknowledge the monthly financial report for March, 2015.
- B. Receive and acknowledge the quarterly investment report for the quarter ending March 31, 2015.
- C. Consider Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of “base flood elevation”; establishing an effective date; and providing for other related matters; first reading.
- D. Consider Resolution 15-R-11 finding that CenterPoint Energy Houston Electric, LLC's Application for approval of a distribution cost recovery factor to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution be sent to the Company and Legal Counsel.
- E. Consider the Agreement for Professional Services with Freese and Nichols, Inc. in the amount of \$280,000.00 and the appropriation of an additional \$20,000.00 for contingencies for an engineering services design of the Dyche Lane Elevated Water Storage Tank; and authorize the Mayor to sign.
- F. Consider the Contract with T.F. Harper & Associates, LP for park improvements funded by the Community Development Block Grant (CDBG) in an amount not to exceed \$72,574.00; and authorize the Mayor to sign.
- G. Consider awarding a bid to Lone Star Construction for the demolition and re-build of Water Well #3 Pump House in an amount not to exceed \$96,871.12.
- H. Consider amending request for street closures for the 2015 Alvin Rotary Club Frontier Day event approved by City Council on December 16, 2014 - (added 4/20/15).

**11. REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of May 7, 2015.
- B. Items of Community Interest.

**12. REPORTS FROM COUNCIL MEMBERS**

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

A. Announcements and requests from Council members.

**13. CLOSED EXECUTIVE SESSION: The City Council will convene into a closed executive meeting in accordance with the Texas Government Code, pursuant to the authority contained in:**

A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- 1. City Manager Search.
- 2. Employee Compensation.

B. **Section 551.087** Deliberation regarding Economic Development Negotiations;

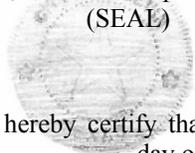
- (1) Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
- (2) to deliberate the offer of a financial or other incentive to a business prospect prescribed by Subdivision (1).

**14. RECONVENE TO OPEN SESSION**

**15. ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on **MONDAY, APRIL 20, 2015 at 6:00** p.m.

(SEAL)



Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, at \_\_\_\_\_ a. /p.m.

\_\_\_\_\_  
Dixie Roberts, City Clerk

**\*\* 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).**

*If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or [droboterts@cityhall.cityofalvin.com](mailto:droboterts@cityhall.cityofalvin.com). Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.*



**Office of the Mayor City of Alvin, Texas**

*Proclamation*

- 
- WHEREAS,** Lemonade Day is good for kids, good for business and good for Alvin. Lemonade Day is a free program dedicated to teaching children how to start, own and operate their own business through the simple and time-honored act of building and running a lemonade stand; and
- WHEREAS,** Lemonade Day provides youth with free materials and support, thanks to local sponsors, who recognize the significant benefits of teaching youth business skills early; and
- WHEREAS,** the young entrepreneurs who participate in the program learn real life skills through experiential learning; and
- WHEREAS,** Lemonade Day is a day of learning and celebrating Alvin’s future. On May 3rd, every citizen is asked to either buy a cup of lemonade or help children sell lemonade to demonstrate how our community cares for the future of youth; and
- WHEREAS,** the City of Alvin salutes and commends the sponsors, organizers and participants of this innovative program, and extends best wishes for a successful and rewarding observance.

**NOW, THEREFORE,** I, Paul A. Horn, Mayor of the City of Alvin, on behalf of the City Council do hereby proclaim May 3, 2015, as Lemonade Day in Alvin, Texas.

WITNESS my hand and seal the 23rd day of  
April, 2015.

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Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

*Proclamation*

- 
- WHEREAS,** the month of May marks the traditional start of riding season; motorcycles become more prevalent on our streets; the need to be aware of their presence is of the utmost urgency; and
- WHEREAS,** Motorcycle Awareness Month is designed to increase public awareness about motorcycles; encourage their safe and proper use among motorcycle riders; and
- WHEREAS,** over two-thirds of car-motorcycle crashes and nearly one-half of all motorcycle crashes are caused by car drivers, not by motorcyclists; and
- WHEREAS,** citizens should recognize the fact that motorcycle operators have the same rights and privileges as operators of other vehicles on all roads and highways; and
- WHEREAS,** it is in the best interest of our community and citizens to note the increase in the amount of motorcycle traffic, as we enter the warm weather months, to enable the reduction of accidents and injuries involving motorcyclists.

**NOW THEREFORE,** I, Paul A. Horn, Mayor of the City of Alvin, Texas on behalf of the City Council do hereby proclaim the month of May, 2015 as MOTORCYCLE SAFETY AWARENESS MONTH and encourage motorists to acknowledge and be aware of the increasing volume of motorcycles sharing our roadways.

WITNESS my hand and seal this 23rd day of  
April, 2015.

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Paul A. Horn  
Mayor, City of Alvin, Texas



# AGENDA COMMENTARY

Discussion Date: 04/23/2015

Approval Date:

Submitted By: Junru Roland

## SUBJECT:

Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award for the City's 2014-15 budget document.

## DISCUSSION:

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the City of Alvin for its annual budget for the fiscal year beginning October 1, 2014. In order to receive this award, a government unit must publish a budget document that meets program criteria, as a policy document, an operations guide, a financial plan and a communications device.

## RECOMMENDATION:

Staff recommends that the Mayor accept the award on behalf of the City of Alvin.

## ATTACHMENTS:

- |                           |    |
|---------------------------|----|
| 1. Award Letter from GFOA | 4. |
| 2.                        | 5. |
| 3.                        | 6. |

Submitted by:  
**Junru Roland**  
Department Head

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:19:57  
-05'00'

Funds Available:  
**Junru Roland**  
Finance Director

Approved as to Form:  
**Bobbi J Kacz**  
City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:16:32 -05'00'

Approved By:  
**Junru Roland**  
City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:20:10 -05'00'



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

Rec  
4/13/15

March 26, 2015

The Honorable Paul A. Horn

Mayor

City of Alvin

216 West Sealy

Alvin, TX 77511

Dear Mayor Horn:

I am pleased to notify you that City of Alvin, Texas has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

**Junru Roland, Chief Financial Officer**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

A handwritten signature in black ink that reads "Stephen J. Gauthier". The signature is written in a cursive, flowing style.

Stephen J. Gauthier, Director

Technical Services Center

Enclosure



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 26, 2015

**PRESS RELEASE**

For Further Information Contact  
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of Alvin, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Junru Roland, Chief Financial Officer**

For budgets beginning in 2013, 1,424 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of more than 18,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



# AGENDA COMMENTARY

**Discussion Date:** 04/23/2015

**Approval Date:** 04/23/2015

**Submitted By:** Daniel Kelinske

## **SUBJECT:**

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Consider street closure request from the Alvin Independent School District's Education Foundation for a fundraising event being held Saturday, May 2, 2015 from 8:00 a.m. to 5:00 p.m. for the entire east bound lane of Second Street at Cleveland Street to Betsy Ross Street.

## **DISCUSSION:**

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Alvin ISD Education Foundation is hosting a Ford Drive One 4UR School test drive event on Saturday, May 2, 2015 sponsored by Ron Carter Ford of Alvin. This is a fundraising event to benefit the Alvin ISD Foundation. Street closures are requested from 8:00am to 5:00pm as follows; entire East Bound Lane of Second St. at Cleveland St. to Betsy Ross St. for the test drive participants. Alvin ISD Police Department supports and will patrol this event for safety.

## **RECOMMENDATION:**

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Move to approve street closures as requested for May 2, 2015.

## **ATTACHMENTS:**

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- |        |    |
|--------|----|
| 1. Map | 4. |
| 2.     | 5. |
| 3.     | 6. |

**Submitted by:**  
**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dikelinske@cityofalvin.com, c=US  
Date: 2015.03.26 11:50:08 -0500  
**Department Head**

**Funds Available:**  
**Finance Director**

**Approved as to Form:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:18:05 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.15 11:53:11 -0500  
**City Manager**

2015 AISD Foundation  
DRIVE 4 UR SCHOOL FUNDRAISER





# AGENDA COMMENTARY

Discussion Date: 04/23/2015

Approval Date:

Submitted By: Q.T. Arendell

## SUBJECT:

Consider of out of state travel to Fort Polk, Louisiana for Captain Arendell and Lieutenant Darnell of the Alvin Police Department to pick up government property (2 generators) obtained through the Department of Public Safety 10-33 Program.

## DISCUSSION:

Through our participation Department of Public Safety 10-33 Program we have located and been awarded two 10-KW generators for use as alternative or back-up power supplies for City supported events and activities. The generators are presently located at Fort Polk, Louisiana and must be collected and transported back to Alvin.

Outside of salaries and fuel expenses there will be no other expenses to the City of Alvin.

## RECOMMENDATION:

Move to authorize out of state travel.

## ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Robert E Lee  
Digitally signed by Robert E Lee  
DN: cn=Robert E Lee, o=City of Alvin, ou=Police Department, email=rlee@cityofalvin.com, c=US  
Date: 2015.04.15 11:14:13 -0500

Department Head

Funds Available:

Junru Roland  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=roland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.16 13:18:06 -0500

Finance Director

Approved as to Form:

City Attorney

Approved By:

Junru Roland  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=roland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.16 13:18:13 -0500

City Manager

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**CITY COUNCIL EXECUTIVE SESSION**  
***MONDAY APRIL 6, 2015***  
**5:30 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Executive Session at 5:30 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Terry Droege, Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson.

**INVOCATION**

Mayor Paul Horn led the invocation.

**PLEDGE OF ALLEGIANCE**

Council members recited the Pledge of Allegiance to the American Flag and the Texas Flag.

**CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:**

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
1. City Manager Search.

Mayor Horn closed to Executive Session at 5:34 p.m.

Mayor Horn reconvened to Open Session at 6:45 p.m.

**ADJOURNMENT**

Council member Adame moved to adjourn the meeting at 6:45 p.m. Seconded by Council member Stuksa; motion to adjourn carried on a vote of 7Ayes.

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 SPECIAL WORKSHOP SESSION**  
***THURSDAY APRIL 9, 2015***  
**5:30 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Executive Session at 5:30 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Terry Droege, Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson.

**Staff members present:** Junru Roland, Interim City Manager, Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Kacey Roman, Code Compliance Supervisor; Shelley Christ, Health Officer; Todd Arendell, Police Captain.

**INVOCATION**

Mayor Horn led the invocation.

**PLEDGE OF ALLEGIANCE**

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

Council member Reed led the Pledge to the Texas Flag.

**WORKSHOP**

Discuss proposed changes to Chapter 10 - Food and Food Establishments and Chapter 13 - Itinerant Merchants and Vendors.

Discussion was had on proposed ordinance revisions. Council would like to add to the mobile vendor ordinance: hours of operation 7:00 a.m. – 7:00 p.m., and limiting mobile vendors to a maximum park time of 30 minutes at a time per location.

**ADJOURNMENT**

Council member Richards moved to adjourn the meeting at 6:31p.m. Seconded by Council member Stuksa; motion to adjourn carried on a vote of 7Ayes.

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

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY APRIL 9, 2015***  
**7:00 P.M.**

**CALL TO ORDER**

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

**INVOCATION**

Mike Waites, Alvin Police Department Chaplain gave the invocation.

**PLEDGE OF ALLEGIANCE**

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

Council member Reed led the Pledge of Allegiance to the Texas Flag.

**SPECIAL PRESENTATION**

Mayor Horn proclaimed April 9, 2015 as Brazoria County Head Start Early Learning Day and the week of April 19-25, 2015 as Crime Victim's Rights Week.

**APPROVAL OF MINUTES**

**Approve minutes of the March 19, 2015 Regular City Council meeting**

Council member Adame moved to approve the regular City Council meeting minutes of March 19, 2015. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Michael Hoover with the Alvin Sunrise Rotary thanked City Council for the support during the annual Music Festival recently held in Alvin. Mr. Hoover presented Dan Kelinske, Parks & Recreation Director with a donation check in the amount of \$11,000.00 to be used for the purchase of parks equipment.

Jerry Martin, District Manager for Progressive Waste introduced staff members: Kevin Hathcote, Operations Manager, and Chris Ochoa, Municipal Marketing Manager. Mr. Hathcote reported that the special pickups that have been scheduled are going well. He also reported that the Alvin Clean-up is scheduled for Saturday May 9<sup>th</sup> at Alvin Community College.

**REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**

No reports were given.

**PUBLIC HEARINGS**

There were no public hearings.

**CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

Consider Ordinance 15-K; annexing a 43.24 acre tract, more or less, located along East Highway 6 in Brazoria County, Texas (Frank's Casing Alvin) into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date; second reading.

Consider authorizing the City Manager to send a letter of authorization to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2015 season.

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

**MATTERS REMOVED FROM CONSENT AGENDA**

There were no items removed.

**OTHER BUSINESS**

Consider Ordinance 15-L; authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto on first and final reading.

*On February 19, 2015, Council approved Resolution 15-R-07; authorizing publication of a Notice of intent to issue Certificates of Obligations (COs) for the purpose of defraying the costs of the acquisition and construction of improvements to the City's water and sewer system; the replacement of City water meters; and the costs of professional services incurred in connection therewith. It is the City's intent to pay the debt service on the COs from revenues of the City's water and sewer system. Jim Gilley, Managing Director for U.S. Capital Advisors (the City's Financial Advisor) and Jonathan Frels, Parter with Bracewell & Giuliani LLP (the City's Bond Counsel) presented the results.*

Jim Gilley, Managing Director for U.S. Capital Advisors reported that four bids had been received for the certificates of obligation, series 2015. Low bid was submitted by Raymond James and Associates at 2.794% for \$10M in certificates of obligation. The City received a Standard and Poor AA rating on the certificates.

Jonathan Frels, Parter with Bracewell & Giuliani LLP reviewed the bond ordinance authorizing the sale of the bonds.

Council member Reed moved to approve Ordinance 15-L; authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto on first and final reading. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 15-R-10; finding that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint) statement of intent to increase rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

*On March 27, 2015, CenterPoint Energy Gas ("CenterPoint" or "Company") filed a Statement of Intent to Change Rates in its Texas Coast Division with each of the Gulf Coast Coalition of Cities ("GCCC") with original jurisdiction. In the filing, the Company asserts that it is entitled to a \$6.77 million increase or an 11.3% increase in base revenues. In late March, the GCCC engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. GCCC are recommending that the Cities deny the requested relief.*

Council member Adame moved to approve Resolution 15-R-10; finding that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint) statement of intent to increase rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Consider approval of final payment of project close out costs, including change orders, in an amount not to exceed \$7,788.21 to Jamail & Smith for the Briscoe and National Oak Park pavilions.

Council member Arendell moved to approve final payment of project close out costs, including change orders, in an amount not to exceed \$7,788.21 to Jamail & Smith for the Briscoe and National Oak Park pavilions. Seconded by Council member Reed; motion to approve carried on a vote of 7 Ayes.

Consider the purchase of a new ambulance; replacing Unit #697, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, in an amount not to exceed \$86,700.00.

Unit 697 is scheduled to be replaced in the 2015-16 fiscal year. Because ambulances take 6 - 8 months to build and deliver, staff is requesting council's authorization to encumber the funds (process a purchase order) for a new ambulance in order that the new ambulance will be available for service at the beginning of fiscal year 2015-16. The funds for the new ambulance will come from the City's Vehicle Replacement Fund.

Council member Thompson moved to approve the purchase of a new ambulance; replacing Unit #697, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, in an amount not to exceed \$86,700.00. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

Consider the continuation as a jurisdictional participant in the Brazoria County, Community Development Block Grant (CDBG), HOME, and Emergency Services Grant (ESG) program; authorizing the amendment to the 2009 Brazoria County Coop agreement.

*Brazoria County will be re-qualifying for Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) Program funds from the U. S. Department of Housing and Urban Development for FY 2016-2018. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG, HOME, and ESG Programs. A list of these Cities is provided in your packet. In order to continue participation, the City of Alvin must amend the 2009 Brazoria County Coop agreement.*

Council member Arendell moved to approve the continuation as a jurisdictional participant in the Brazoria County, Community Development Block Grant (CDBG), HOME, and Emergency Services Grant (ESG) program; authorizing the amendment to the 2009 Brazoria County Coop agreement. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

## **REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of April 9, 2015.

Mr. Roland reviewed the preliminary list for the April 9, 2015 City Council meeting.

### Announcements/Items of Community Interest

Mr. Roland reported that a test run will be conducted of the live web streaming of city council meetings on April 23<sup>rd</sup>. If no issues are presented, this service will be available to the public beginning May 7, 2015.

## **REPORTS FROM COUNCILMEMBERS**

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

Council member Thompson asked staff to report the potholes that are along the feeder road of SH35 in front of Home Depot.

Council member Reed thanked the finance department for their hard work. He stated that it was pleasant to hear an outside firm talk about the city’s financial stability.

Council member Arendell thanked all the city departments involved in the various events held this past weekend. He also asked staff to include County Road 149 in the quiet zone study. Council member Arendell stated that much discussion was had on Chapter 10 Food and Food Establishments, during the workshop held this evening. Chapter 13 – Itinerant Vendors was not discussed in depth; more discussion may be needed.

Council member Richards asked staff to initiate the repairing of a pothole on SH35 turning into Kroger’s.

Council member Stuksa complimented the two Rotary groups within the city. He would like to know how much the Hotel Occupancy Tax Fund has contributed to the two Rotarian groups.

Mayor Horn reported that work is progressing nicely at the Kost/South St. detention pond project.

**ADJOURNMENT**

Council member Adame moved to adjourn the meeting at 7:45 p.m. Seconded by Council member Stuksa; motion to adjourn carried on a vote of 7Ayes.

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

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

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



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 04/23/2015

Submitted By: Junru Roland

## SUBJECT:

Receive and acknowledge the monthly financial report for March, 2015.

## DISCUSSION:

A monthly report has been prepared and submitted to the Council for review.

## RECOMMENDATION:

Move to acknowledge receipt of the March, 2015 financial report.

## ATTACHMENTS:

- |  |    |
|--|----|
| 1. Presentation                        | 4. |
| 2. Financial Information - major funds | 5. |
| 3.                                     | 6. |

Submitted by:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.14 16:24:09  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2015.04.14 16:24:16 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:25:26 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:19:03 -05'00'

City Manager



**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 03/31/2015**



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 03/31/2015

**GENERAL FUND**

**REVENUES**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
GENERAL PROPERTY TAXES	139,423	229,475	65%	6,677,037	7,428,207	11%	7,796,703	368,496
SALES TAXES	149,376	150,777	1%	1,035,242	1,061,343	3%	2,200,044	1,138,701
OTHER TAXES	-	-	0%	8,597	8,707	1%	25,000	16,293
FRANCHISE TAXES	8	519	6061%	702,243	723,730	3%	1,330,000	606,270
PERMITS AND LICENSES	35,329	70,074	98%	241,126	416,112	73%	442,100	25,988
FINES AND FORFEITURES	49,180	50,423	3%	261,034	283,707	9%	538,500	254,793
OTHER INCOME	69,624	94,487	36%	190,423	246,503	29%	466,032	219,529
INTRAGOVERNMENTAL	85,217	89,530	5%	511,301	537,179	5%	1,074,358	537,179
<b>TOTAL REVENUES</b>	<b>528,158</b>	<b>685,284</b>	<b>30%</b>	<b>9,627,003</b>	<b>10,705,488</b>	<b>11%</b>	<b>13,872,737</b>	<b>3,167,249</b>

**EXPENDITURES**

CITY COUNCIL	8,239	6,348	-23%	26,245	29,071	11%	60,089	31,018
CITY CLERK	23,873	19,958	-16%	113,743	114,541	1%	252,741	138,199
CITY ATTORNEY	28,864	31,071	8%	199,235	186,116	-7%	447,242	261,126
CITY MANAGER	20,333	20,299	0%	131,096	118,899	-9%	278,963	160,064
ECONOMIC DEVELOPMENTS	22,073	15,885	-28%	111,744	116,693	4%	240,051	123,359
FINANCE	31,690	22,357	-29%	198,222	146,073	-26%	428,908	282,835
COURT	15,080	14,978	-1%	75,031	83,086	11%	189,475	106,389
HUMAN RESOURCES	7,786	7,755	0%	45,799	52,435	14%	163,458	111,023
CITY HALL	9,463	6,232	-34%	59,095	62,030	5%	133,050	71,020
POLICE	455,082	469,362	3%	3,014,472	3,011,420	0%	6,273,268	3,261,848
HUMANE	-	25,205		-	125,366		352,030	226,664
FIRE	88,398	92,066	4%	409,155	427,177	4%	949,403	522,225
ENGINEERING	33,213	45,286	36%	187,702	293,485	56%	698,800	405,315
CODE ENFORCEMENT	9,785	9,384	-4%	59,770	57,284	-4%	128,956	71,672
PARKS AND RECREATION	111,007	98,951	-11%	569,236	580,117	2%	1,376,789	796,671
LIBRARY	7,618	7,885	4%	69,329	69,919	1%	109,122	39,203
NON-DEPARTMENTAL	425,388	290,231	-32%	1,293,853	1,035,720	-20%	1,818,665	782,945
<b>TOTAL EXPENDITURES</b>	<b>1,297,891</b>	<b>1,183,254</b>	<b>-9%</b>	<b>6,563,728</b>	<b>6,509,432</b>	<b>-1%</b>	<b>13,901,008</b>	<b>7,391,576</b>

EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES

4,196,055

BEGINNING FUND BALANCE

4,811,333

ENDING FUND BALANCE

9,007,388



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 03/31/2015

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>HOTEL FUND</b>								
<u>REVENUES</u>								
OCCUPANCY TAXES	12,295	9,627	-22%	139,141	138,052	-1%	290,000	151,948
OTHER OPERATING INCOME	588	96	-84%	5,344	3,306	-38%	6,800	3,494
<b>TOTAL REVENUES</b>	<b>12,883</b>	<b>9,723</b>	<b>-25%</b>	<b>144,485</b>	<b>141,358</b>	<b>-2%</b>	<b>296,800</b>	<b>155,442</b>
<u>EXPENDITURES</u>								
PERSONNEL	7,044	7,093	1%	43,297	41,514	-4%	93,825	52,311
SUPPLIES	77	637	727%	2,251	3,395	51%	9,200	5,805
CONTRACT SERVICES	27,922	35,500	27%	102,418	93,746	-8%	163,606	69,860
DEBT SERVICE	-	-		18,224	18,547	2%	19,658	1,112
INTERFUND TRANSFERS	140	175	25%	841	1,051	25%	2,101	1,050
<b>TOTAL EXPENDITURES</b>	<b>35,183</b>	<b>43,405</b>	<b>-19%</b>	<b>167,031</b>	<b>158,252</b>	<b>-5%</b>	<b>288,390</b>	<b>130,138</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(16,894)			
BEGINNING FUND BALANCE					653,540			
ENDING FUND BALANCE					<u>636,646</u>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 03/31/2015**

**UTILITY FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		% CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
CHARGES FOR SERVICES	376,865	405,585	8%	3,218,126	3,335,151	4%	6,812,641	3,477,490
OTHER OPERATING INCOME	11,679	15,707	34%	138,928	192,098	38%	303,025	110,926
<b>TOTAL REVENUES</b>	<b>388,543</b>	<b>421,292</b>	<b>8%</b>	<b>3,357,054</b>	<b>3,527,249</b>	<b>5%</b>	<b>7,115,666</b>	<b>3,588,416</b>

**EXPENDITURES**

WATER	72,280	67,356	-7%	432,755	401,794	-7%	1,324,024	922,230
SEWER	68,387	59,131	-14%	393,111	320,657	-18%	994,891	674,234
WASTEWATER TREATMENT	49,613	52,721	6%	298,451	321,847	8%	874,586	552,739
ADMINISTRATION	30,428	24,637	-19%	158,425	149,347	-6%	328,872	179,525
BILLING AND COLLECTIONS	24,589	19,558	-20%	112,983	121,863	8%	272,299	150,436
PUBLIC SERVICES FACILITY	13,824	6,586	-52%	64,132	60,552	-6%	99,150	38,598
CODE ENFORCEMENT PROGRAM	3,000	11,973	299%	15,245	37,715	147%	64,016	26,301
OTHER REQUIREMENTS	54,039	57,712	7%	524,466	576,769	10%	1,077,074	500,305
<b>TOTAL OPERATING EXPENDITURES</b>	<b>316,159</b>	<b>299,673</b>	<b>-5%</b>	<b>1,999,567</b>	<b>1,990,545</b>	<b>0%</b>	<b>5,034,913</b>	<b>3,044,368</b>
DEBT SERVICE				1,676,096	1,598,811	-5%	1,841,196	242,385
CAPITAL PROJECTS						0%		
<b>TOTAL EXPENDITURES</b>	<b>316,159</b>	<b>299,673</b>	<b>-5%</b>	<b>3,675,663</b>	<b>3,589,356</b>	<b>-2%</b>	<b>6,876,109</b>	<b>3,286,753</b>

EXCESS ( DEFICIENCY) OF  
 REVENUES OVER EXPENDITURES

(62,106)

BEGINNING NET OPERATING ASSETS

4,139,456

ENDING NET OPERATING ASSETS

4,077,350



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 03/31/2015**

**SANITATION FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
CHARGES FOR SERVICES	151,611	159,266	5%	1,271,756	1,335,848	5%	2,619,429	1,283,581
OTHER OPERATING INCOME	272	315	16%	1,361	1,409	4%	2,300	891
<b>TOTAL REVENUES</b>	<b>151,883</b>	<b>159,581</b>	<b>5%</b>	<b>1,273,117</b>	<b>1,337,257</b>	<b>5%</b>	<b>2,621,729</b>	<b>1,284,472</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	189,058	182,161	-4%	881,910	906,999	3%	2,177,728	1,270,729
INTERFUND TRANSFERS	12,809	11,055	-14%	146,492	142,952	-2%	209,279	66,327
DEBT SERVICE	-	-	0%	27,433	27,290	-1%	28,926	1,636
<b>TOTAL EXPENDITURES</b>	<b>201,867</b>	<b>193,215</b>	<b>-4%</b>	<b>1,055,835</b>	<b>1,077,241</b>	<b>2%</b>	<b>2,415,933</b>	<b>1,270,729</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES								<u>260,016</u>
<b>BEGINNING NET OPERATING ASSETS</b>								<u>1,192,331</u>
<b>ENDING NET OPERATING ASSETS</b>								<u>1,452,347</u>



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 03/31/2015

**EMS FUND**

	<u>CURRENT MONTH</u>		<u>%</u>	<u>YEAR TO DATE</u>		<u>%</u>	<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
<b>REVENUES</b>								
CHARGES FOR SERVICES	166,791	191,554	15%	842,081	884,867	5%	1,886,900	1,002,033
OTHER OPERATING INCOME	173	141	-19%	2,562	20,397	696%	8,600	(11,797)
<b>TOTAL REVENUES</b>	<b>166,965</b>	<b>191,694</b>	<b>15%</b>	<b>844,644</b>	<b>905,264</b>	<b>7%</b>	<b>1,895,500</b>	<b>990,236</b>
<b>EXPENDITURES</b>								
PERSONNEL	81,257	82,134	1%	534,097	505,086	-5%	1,049,006	543,920
SUPPLIES	13,606	13,999	3%	76,047	89,160	17%	205,100	115,940
CONTRACT SERVICES	24,923	37,532	51%	103,868	133,448	28%	392,424	258,976
DEBT SERVICE	5	1	-80%	5,823	7,152	23%	9,343	2,191
INTERFUND TRANSFERS	18,291	20,494	12%	109,749	122,967	12%	245,934	122,967
<b>OPERATING EXPENDITURES</b>	<b>138,082</b>	<b>154,160</b>	<b>12%</b>	<b>829,584</b>	<b>857,812</b>	<b>3%</b>	<b>1,901,807</b>	<b>1,043,995</b>
CAPITAL OUTLAY (NON RECURRING)	-	-		-	82,473		100,000	17,527
<b>TOTAL EXPENDITURES</b>	<b>138,082</b>	<b>154,160</b>	<b>12%</b>	<b>829,584</b>	<b>940,285</b>	<b>13%</b>	<b>2,001,807</b>	<b>1,061,522</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(35,021)			
BEGINNING WORKING CAPITAL					921,834			
ENDING WORKING CAPITAL					<b>886,813</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 03/31/2015**

	<i>CURRENT MONTH</i>		<i>% CHANGE</i>	<i>YEAR TO DATE</i>		<i>% CHANGE</i>	<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>LAST YEAR</i>	<i>THIS YEAR</i>			
<b>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	298,662	301,464	1%	2,069,865	2,122,052	3%	4,400,890	2,278,838
OTHER OPERATING INCOME	1,549	572	-63%	11,667	81,654	600%	15,000	(66,654)
<b>TOTAL REVENUES</b>	<b>300,211</b>	<b>302,036</b>	<b>1%</b>	<b>2,081,532</b>	<b>2,203,707</b>	<b>6%</b>	<b>4,415,890</b>	<b>2,212,183</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	61,829	59,932	-3%	372,729	375,313	1%	928,772	553,459
PERSONNEL (CODE ENFORCEMENT)	5,390	5,198	-4%	33,112	31,561	-5%	71,827	40,266
SUPPLIES	18,578	16,187	-13%	94,638	96,921	2%	345,750	248,829
CONTRACT SERVICES	79,640	113,289	42%	928,850	361,045	-61%	1,325,894	964,849
CAPITAL OUTLAY (CIP)	281,570	84,958	0%	898,301	367,540	-59%	2,572,736	2,205,196
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	60,288	65,238	8%	362,260	384,413	6%	768,453	384,040
<b>TOTAL EXPENDITURES</b>	<b>507,294</b>	<b>344,801</b>	<b>-32%</b>	<b>2,689,890</b>	<b>1,616,794</b>	<b>-40%</b>	<b>6,013,432</b>	<b>4,396,638</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					586,913			
BEGINNING FUND BALANCE					5,822,382			
ENDING FUND BALANCE					<b>6,409,294</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 03/31/2015

**SHOP FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	236,128	384,835	63%	769,597	384,761
OTHER OPERATING INCOME	4	6	51%	6,654	1,354	-80%	-	(1,354)
<b>TOTAL REVENUES</b>	<b>39,317</b>	<b>64,133</b>	<b>-39%</b>	<b>242,783</b>	<b>386,189</b>	<b>59%</b>	<b>769,597</b>	<b>383,408</b>
<b>EXPENDITURES</b>								
PERSONNEL	13,542	12,572	-7%	80,430	84,365	5%	202,404	118,039
SUPPLIES	8,649	9,675	12%	64,560	65,172	1%	167,200	102,028
CONTRACT SERVICES	13,952	9,073	-35%	140,698	206,989	47%	388,912	181,923
INTERFUND TRANSFERS	833	923	11%	4,999	5,540	11%	11,080	6,081
<b>TOTAL EXPENDITURES</b>	<b>36,977</b>	<b>32,243</b>	<b>-13%</b>	<b>290,685</b>	<b>362,066</b>	<b>25%</b>	<b>769,596</b>	<b>408,072</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					24,123			
BEGINNING OPERATING ASSETS					114,916			
ENDING OPERATING ASSETS					<u>139,039</u>			

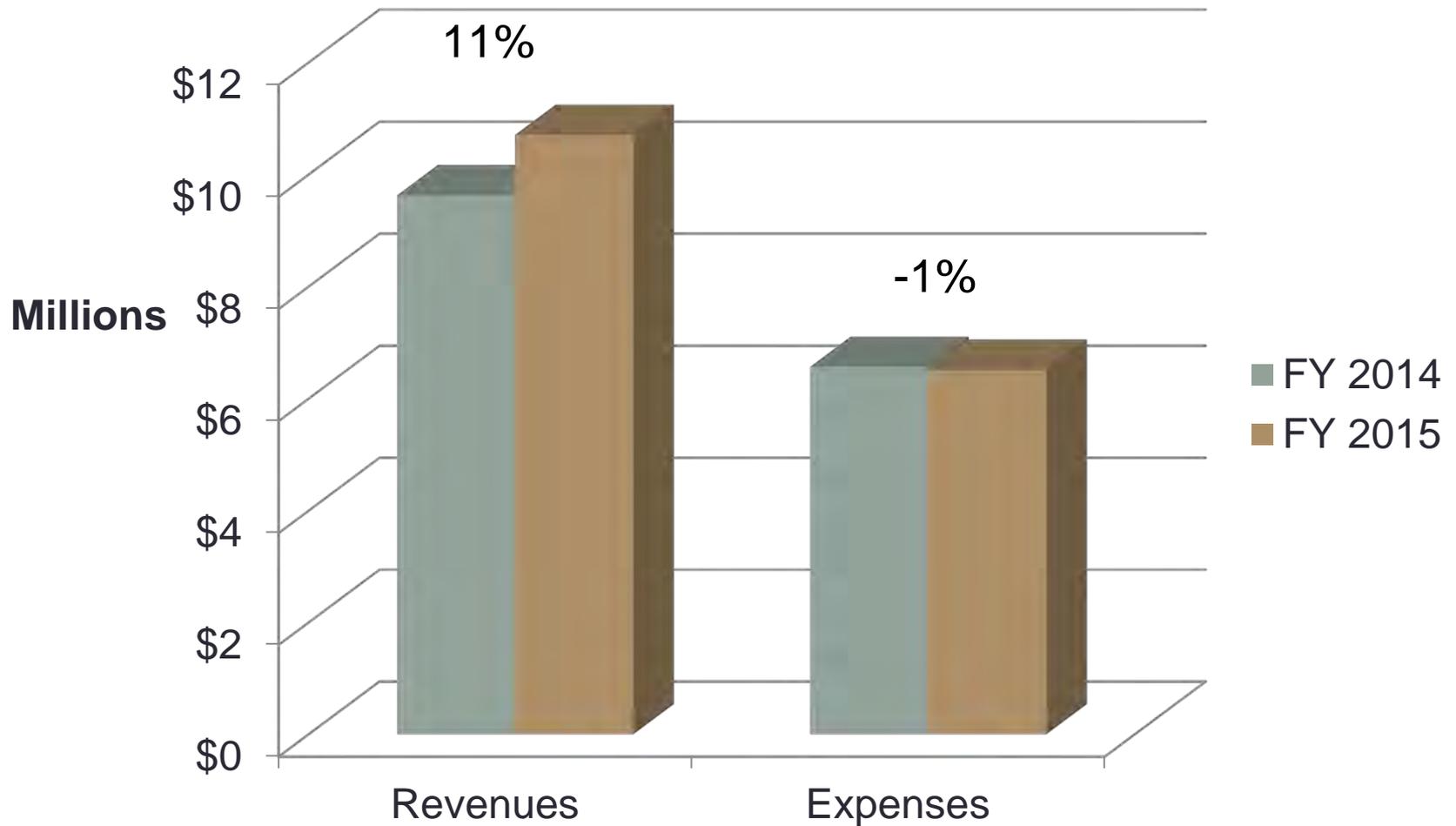
# CITY OF ALVIN

Monthly Financial Summary

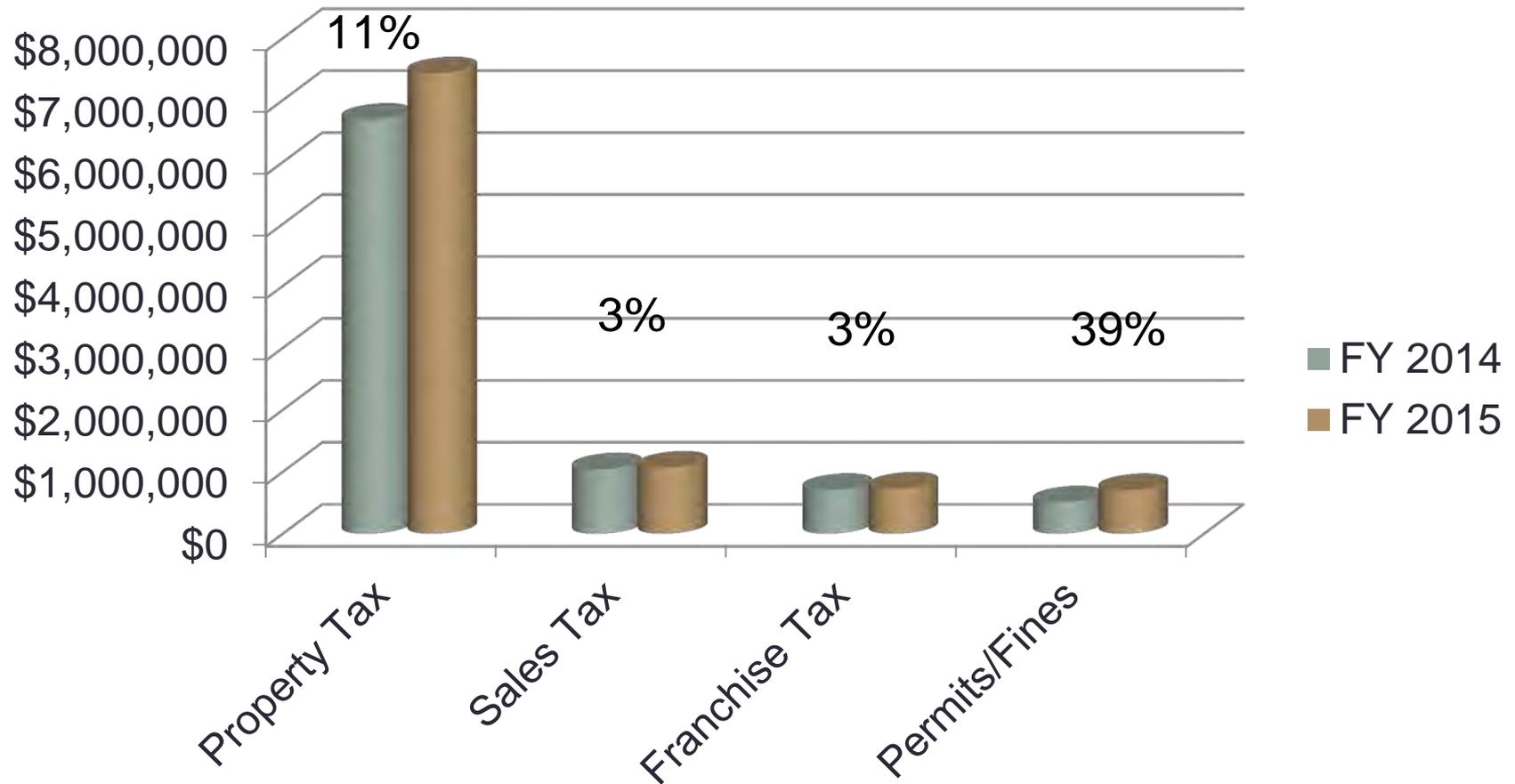
March 31, 2015

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# General Fund Revenue & Expense Comparison



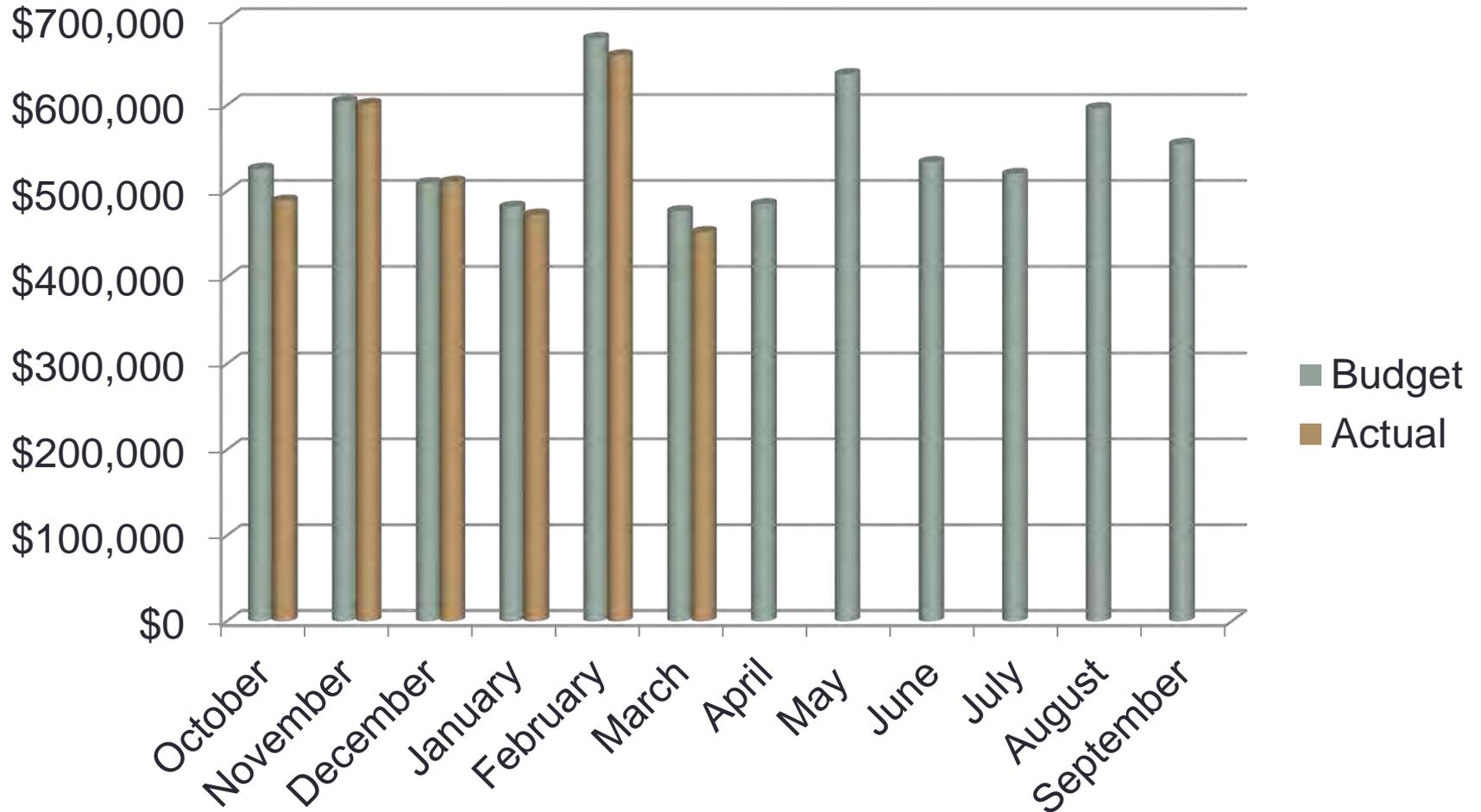
# General Fund Major Revenue Comparison as of March 31, 2015



# Sales Tax Revenues

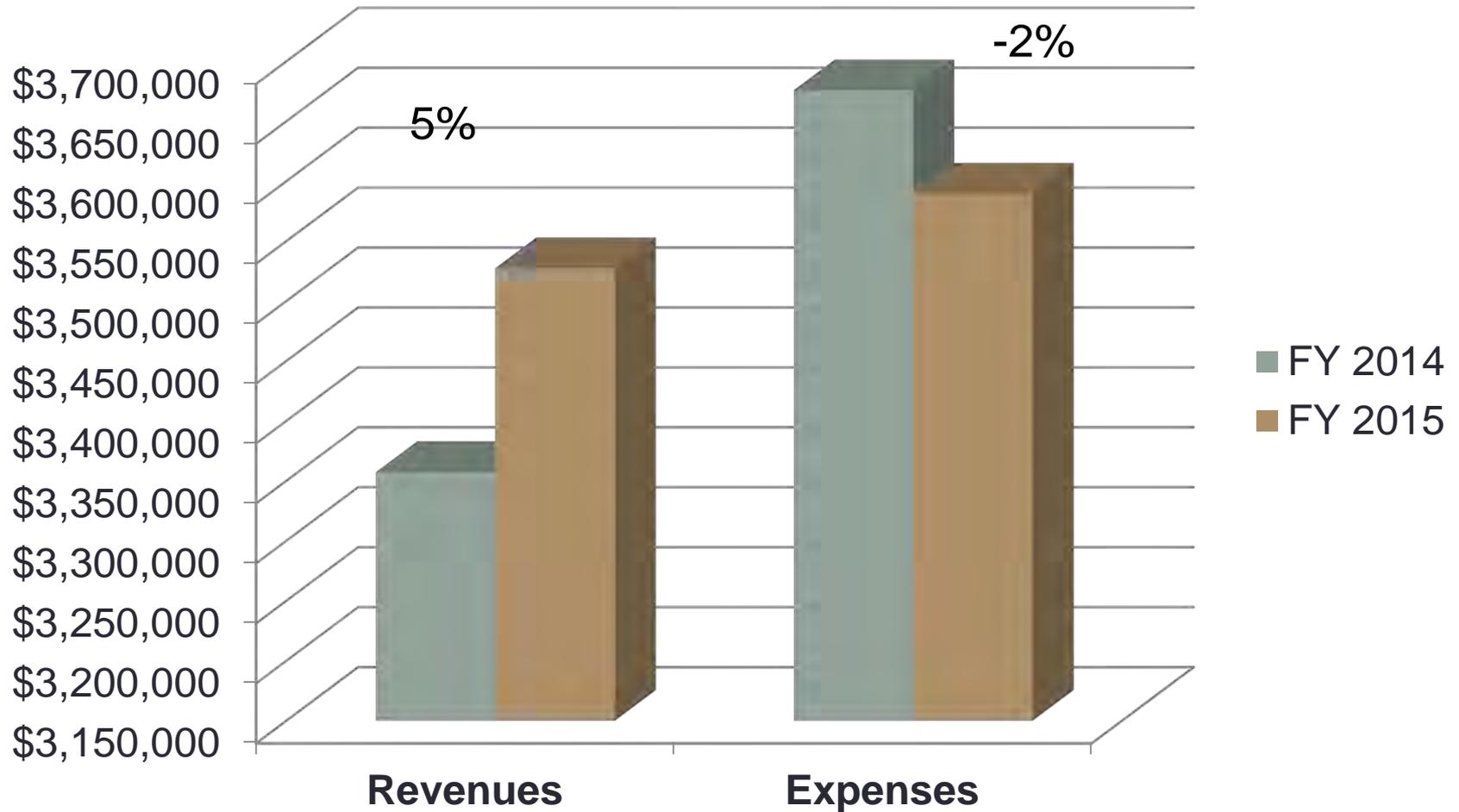
## Budget vs. Actual

### FY 2014-15

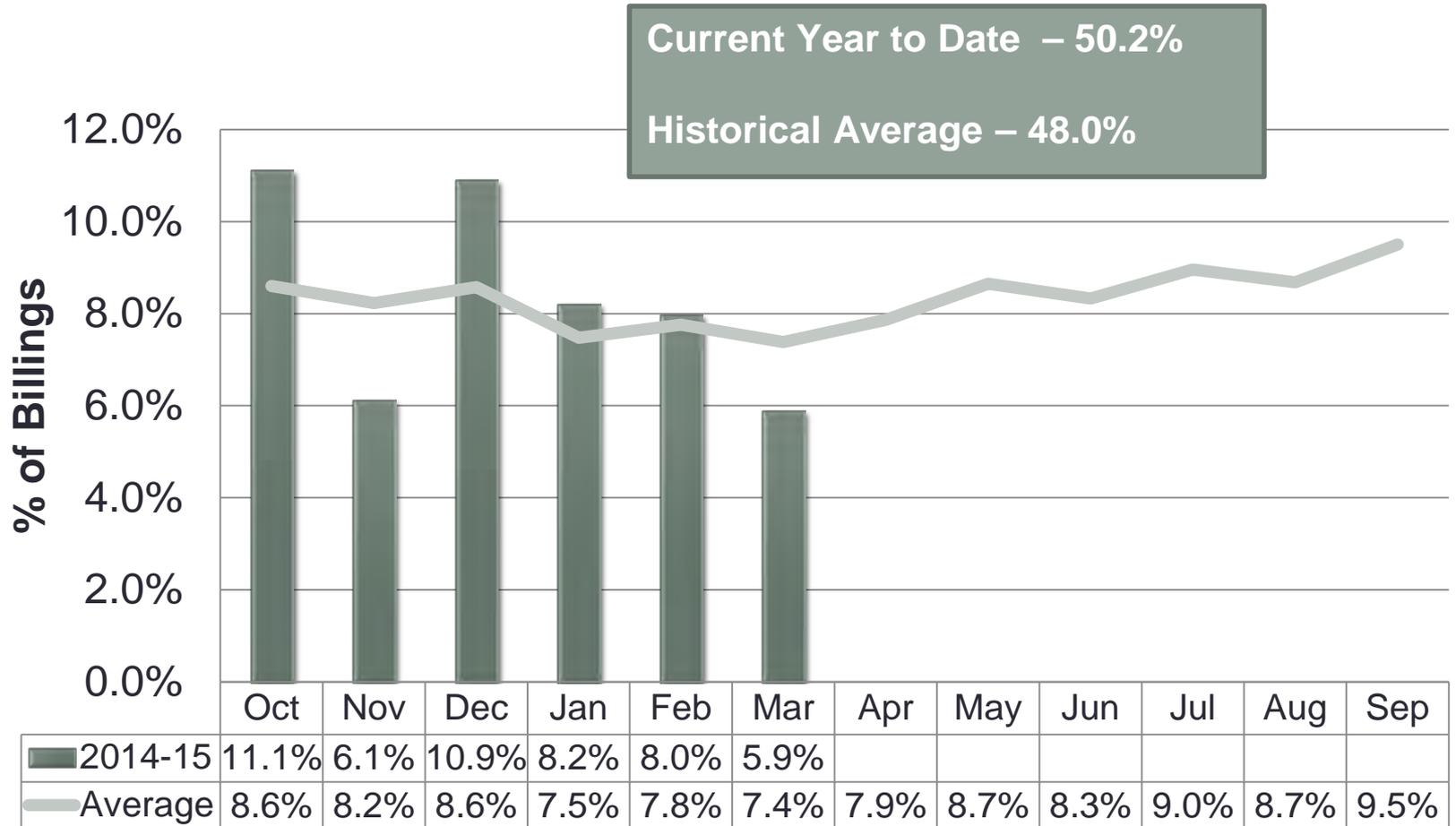


# Utility Fund

## Revenue & Expense Comparison



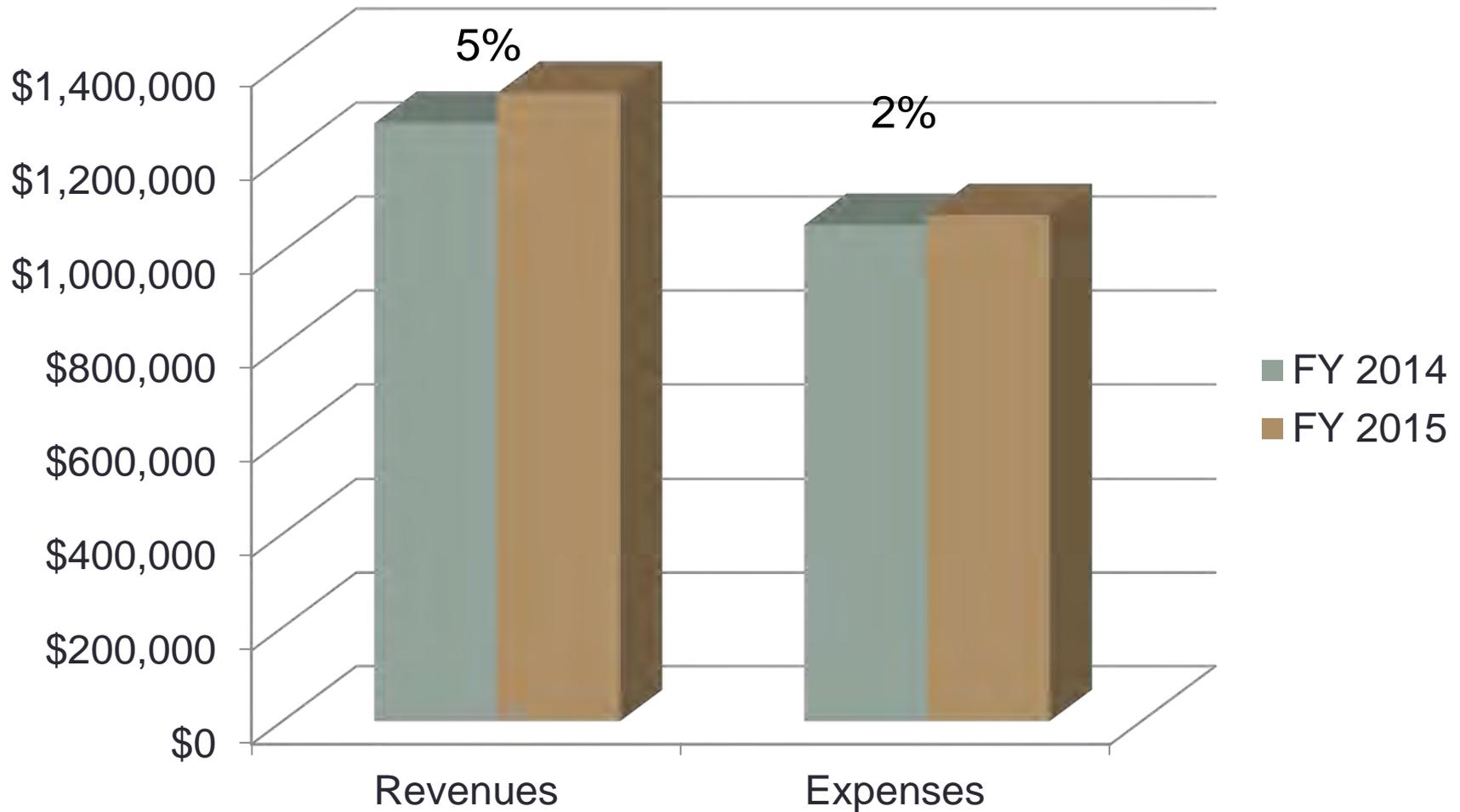
## 2014-15 Analysis of Water & Sewer Billings



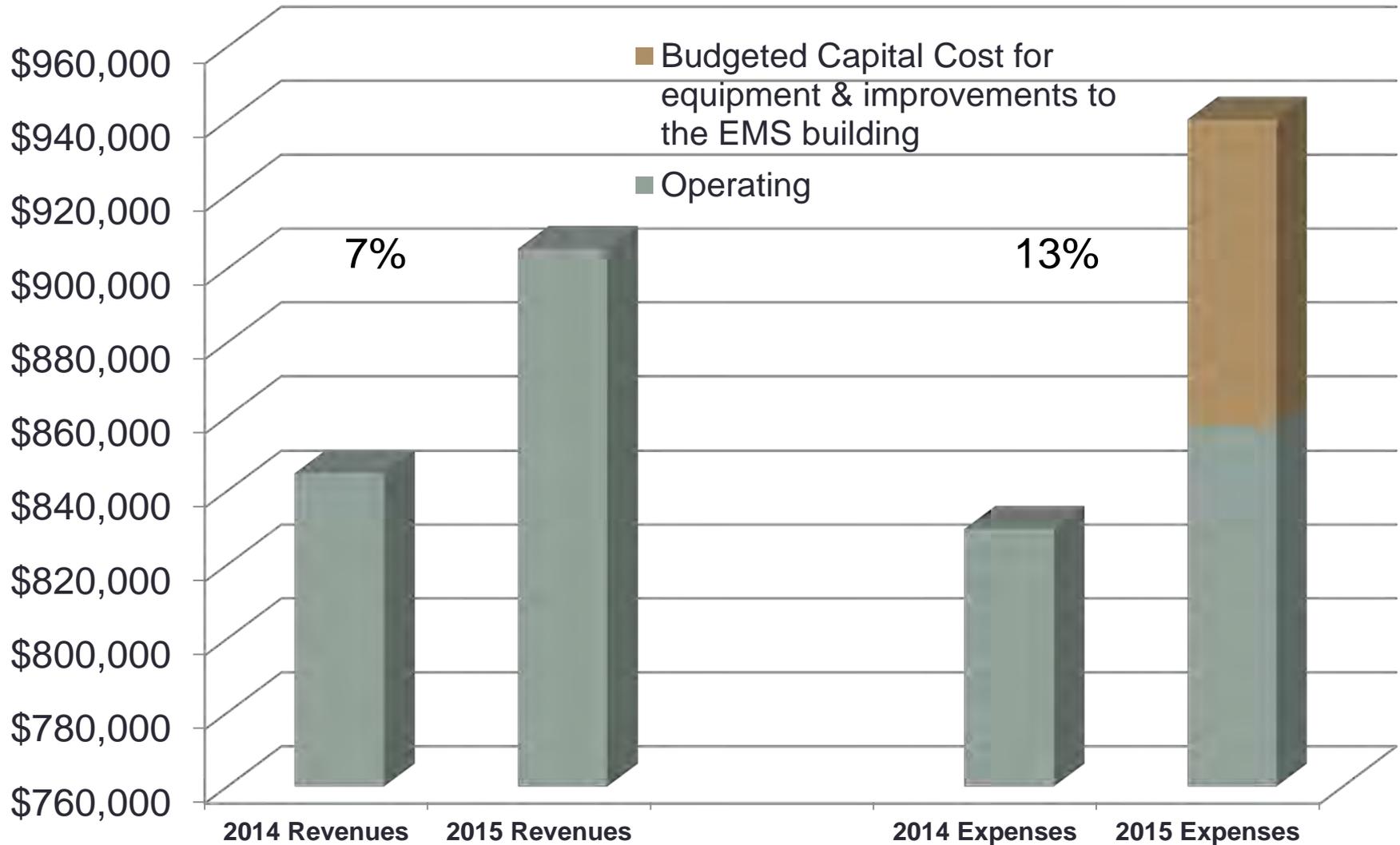
Line - 5 year history of the % of total annual billings per month.

Bar - % of the 2014-15 budgeted revenues billed per month.

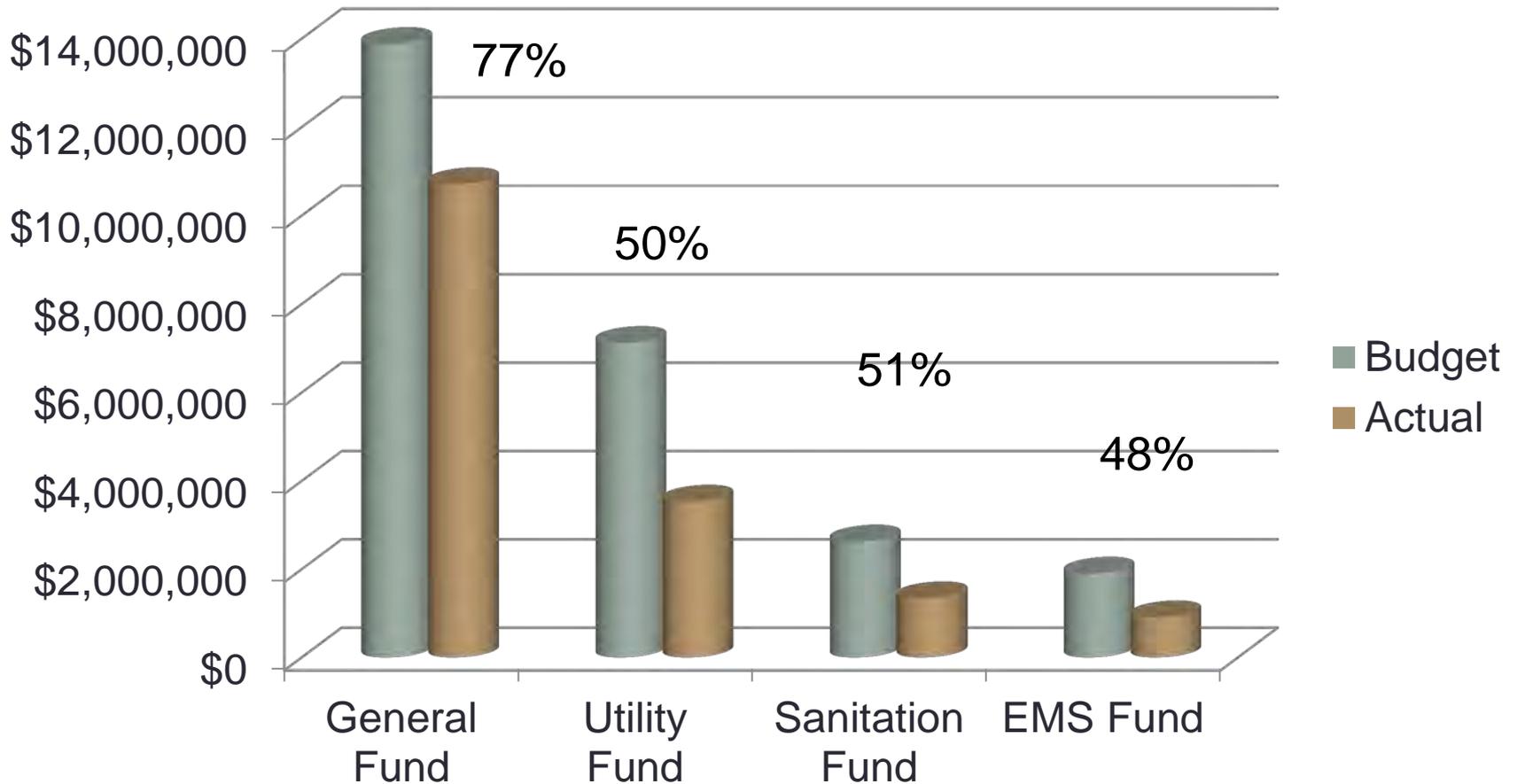
# Sanitation Fund Revenue & Expense Comparison



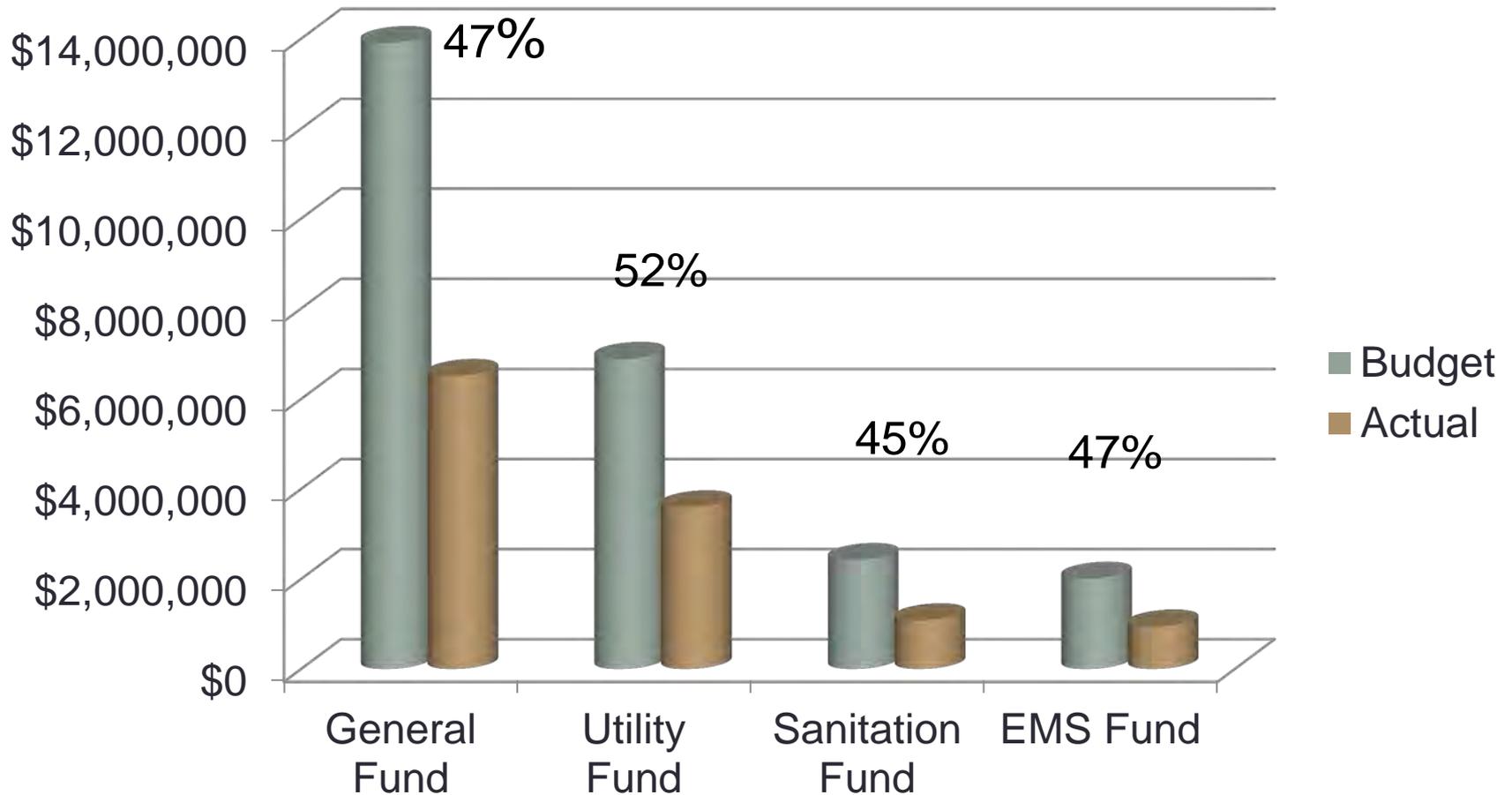
# EMS Fund Revenue & Expense Comparison



# Operating Revenues Budget vs. Actual as of March 31, 2015 (50% of FY)



# Operating Expenditures Budget vs. Actual as of March 31, 2015 (50% of FY)



# Cash and Investments as of March 31, 2015

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 8,992,159
UTILITY FUND	6,116,568
SPECIAL REVENUE FUNDS *	1,213,291
TIRZ	282,243
CEMETERY FUND	488,289
SANITATION FUND	1,534,639
EMS FUND	996,823
CAPITAL PROJECTS (GOVERNMENTAL) **	5,487,411
CAPITAL PROJECTS (UTILITY) ***	2,843,454
INTERNAL SERVICE FUNDS ****	2,269,991
<b>Total</b>	<b>\$ <u>30,224,868</u></b>

- \* Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- \*\* Sales Tax Fund and Governmental Bond Funds
- \*\*\* Utility Bond Funds
- \*\*\*\* Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 04/23/2015

Submitted By: Junru Roland

## SUBJECT:

---

Receive and acknowledge the quarterly investment report for the quarter ending March 31, 2015.

## DISCUSSION:

---

Per the Public Funds Investment Act of Texas and the City's investment policy, a quarterly investment report for the period ending March 31, 2015 has been prepared and submitted for Council's review.

## RECOMMENDATION:

---

Move to acknowledge receipt of the quarterly investment report ending March 31, 2015.

## ATTACHMENTS:

---

- |                      |    |
|----------------------|----|
| 1. Investment Report | 4. |
| 2.                   | 5. |
| 3.                   | 6. |

Submitted by:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.14 11:40:20  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
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of Alvin, ou=Finance Department,  
c=US  
Date: 2015.04.14 11:40:27 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
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Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 15:26:30 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:20:38 -05'00'

City Manager

# City of Alvin

Quarterly Investment Report  
as of  
March 31, 2015

**City of Alvin**  
**Investment Report**  
**For the Period Ending March 31, 2015**

	Beginning Balance October 1, 2014	Ending Balance March 31, 2015
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 9,102,289	\$ 15,940,151
Texpool		
Book Value	10,235,651	10,237,655
Market Value	10,235,651	10,237,655
TexStar		
Book Value	\$ 2,313,757	\$ 1,412,260
Market Value	2,313,757	1,412,260
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,245,791	\$ 999,670
Market Value	1,245,791	999,670
Par Value	1,250,000	1,000,000
<b>Money Market</b>		
Book Value	\$ 1,774,976	\$ 1,775,242
Market Value	1,774,976	1,775,242
<b>Total Portfolio</b>		
Book Value	\$ 24,672,464	\$ 30,364,979
Market Value	24,672,464	30,364,979
Par Value	24,676,673	30,365,308
Weighted Average Maturity (in Days)**		24
Weighted Average Yield-to-Maturity **		0.0775%
Current YTD Interest Earnings		
Accrued Interest	\$	4,019
<b>Comparative Yields</b>		
3 month Treasury Bill		0.03%
6 month Treasury Bill		0.26%
2 Year Treasury Note		0.56%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

City of Alvin  
 Summary Investment Report  
 Quarter Ending 03/31/2015

Current Date: 3/31/2015

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.0604				100,177.64	100.000	100,177.64	100,177.64	100.000	100,177.64	1	0.0604
General Fund	TexPool	LGIP		0.0480				4,337,897.92	100.000	4,337,897.92	4,337,897.92	100.000	4,337,897.92	1	0.0480
General Fund	DWS-GCIS	MMKT		0.0300				1,775,241.95	100.000	1,775,241.95	1,775,241.95	100.000	1,775,241.95	1	0.0300
Utility Fund	TexSTAR	LGIP		0.0604				10,104.68	100.000	10,104.68	10,104.68	100.000	10,104.68	1	0.0604
Utility Fund	TexPool	LGIP		0.0480				978,801.35	100.000	978,801.35	978,801.35	100.000	978,801.35	1	0.0480
Utility Fund	TexPool	LGIP		0.0480				437,238.00	100.000	437,238.00	437,238.00	100.000	437,238.00	1	0.0480
Utility Fund	CD	CD	065680HZ6	0.2500	6/4/2014	12/4/2014		-	100.000	-	-	99.905	-	-117	0.2500
Utility Fund	CD	CD	87164DEQ9	0.3000	5/29/2014	5/29/2015		250,000.00	100.000	250,000.00	250,023.00	99.678	250,023.00	59	0.3000
Impact Fees	TexSTAR	LGIP		0.0604				100,433.59	100.000	100,433.59	100,433.59	100.000	100,433.59	1	0.0604
Impact Fees	TexPool	LGIP		0.0480				162,687.54	100.000	162,687.54	162,687.54	100.000	162,687.54	1	0.0480
2005 Bonds	TexPool	LGIP		0.0480				281,478.76	100.000	281,478.76	281,478.76	100.000	281,478.76	1	0.0480
2006 Bonds Utility	TexPool	LGIP		0.0480				810,438.61	100.000	810,438.61	810,438.61	100.000	810,438.61	1	0.0480
2008 Bonds Utility	TexPool	LGIP		0.0480				585,017.79	100.000	585,017.79	585,017.79	100.000	585,017.79	1	0.0480
Sanitation Fund	TexPool	LGIP		0.0480				67,587.91	100.000	67,587.91	67,587.91	100.000	67,587.91	1	0.0480
Sanitation Fund	TexSTAR	LGIP		0.0604				231,519.57	100.000	231,519.57	231,519.57	100.000	231,519.57	1	0.0604
Sales Tax Fund	TexSTAR	LGIP		0.0604				23,982.04	100.000	23,982.04	23,982.04	100.000	23,982.04	1	0.0604
Sales Tax Fund	TexPool	LGIP		0.0480				1,628,848.29	100.000	1,628,848.29	1,628,848.29	100.000	1,628,848.29	1	0.0480
Sales Tax Fund	CD	CD	02006LEY5	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,950.00	99.585	249,950.00	433	0.5500
Sales Tax Fund	CD	CD	254671U24	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,950.00	99.585	249,950.00	433	0.5500
Sales Tax Fund	CD	CD	38147JD58	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,747.00	99.668	249,747.00	433	0.5500
2006 Bonds Gov't	TexPool	LGIP		0.0480				194,025.15	100.000	194,025.15	194,025.15	99.668	194,025.15	1	0.0480
2006 Bonds Gov't	TexSTAR	LGIP		0.0604				49,721.55	100.000	49,721.55	49,721.55	100.000	49,721.55	1	0.0604
Debt Service	TexPool	LGIP		0.0480				20,304.53	100.000	20,304.53	20,304.53	100.000	20,304.53	1	0.0480
Cemetery Fund	TexPool	LGIP		0.0480				146,776.81	100.000	146,776.81	146,776.81	100.000	146,776.81	1	0.0480
Cemetery Fund	TexSTAR	LGIP		0.0480				282,682.74	100.000	282,682.74	282,682.74	100.000	282,682.74	1	0.0480
Cemetery Fund	TexPool	LGIP		0.0480				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0480
2013 TAN	TexSTAR	LGIP		0.0604				20,313.16	100.000	20,313.16	20,313.16	100.000	20,313.16	1	0.0604
Hotel Motel Fund	TexPool	LGIP		0.0480				73,974.00	100.000	73,974.00	73,974.00	100.000	73,974.00	1	0.0480
Special Investigation	TexSTAR	LGIP		0.0604				61,076.53	100.000	61,076.53	61,076.53	100.000	61,076.53	1	0.0604
Building Security	TexSTAR	LGIP		0.0604				65,582.50	100.000	65,582.50	65,582.50	100.000	65,582.50	1	0.0604
Court Technology	TexSTAR	LGIP		0.0604				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0604
Donation Fund	TexSTAR	LGIP		0.0604				27,137.58	100.000	27,137.58	27,137.58	100.000	27,137.58	1	0.0604
Hike and Bike	TexSTAR	LGIP		0.0604				-	100.000	-	-	100.000	-	1	0.0604
EMS	TexPool	LGIP		0.0480				91,287.09	100.000	91,287.09	91,287.09	100.000	91,287.09	1	0.0480
EMS	TexSTAR	LGIP		0.0604				19,087.59	100.000	19,087.59	19,087.59	100.000	19,087.59	1	0.0604
Shop	TexSTAR	LGIP		0.0604				114,011.04	100.000	114,011.04	114,011.04	100.000	114,011.04	1	0.0604
Veh.Replacement	TexPool	LGIP		0.0480				371,291.04	100.000	371,291.04	371,291.04	100.000	371,291.04	1	0.0480
Veh.Replacement	TexSTAR	LGIP		0.0604				295,121.05	100.000	295,121.05	295,121.05	100.000	295,121.05	1	0.0604
Seniors Fund	TexSTAR	LGIP		0.0604				11,307.36	100.000	11,307.36	11,307.36	100.000	11,307.36	1	0.0604
								<b>14,425,155.86</b>		<b>14,425,155.86</b>	<b>14,424,825.86</b>		<b>14,424,825.86</b>	<b>24</b>	<b>0.0772</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certifies that, to the best of his knowledge on the date this report was created, the City of Alvin is in compliance with the provisions of Government Code 2256 and the stated policies and strategies of the City of Alvin.

*Junru Roland*

**Junru Roland**  
 Chief Financial Officer



# AGENDA COMMENTARY

**Discussion Date:** 04/23/2015

**Approval Date:** 04/23/2015

**Submitted By:** Michelle H. Segovia

## **SUBJECT:**

---

Consider Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of "base flood elevation"; establishing an effective date; and providing for other related matters; first reading.

## **DISCUSSION:**

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During the City's 2015 FEMA Community Assistance Visit, FEMA's representative noted that Appendix A Flood Damage Prevention of the Code of Ordinances does not clearly define base flood elevation and recommended that the definition be added.

## **RECOMMENDATION:**

---

Move to approve Ordinance 15-M on first reading.

## **ATTACHMENTS:**

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- |              |    |
|--------------|----|
| 1. Ord. 15-M | 4. |
| 2.           | 5. |
| 3.           | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.04.06 13:43:59 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
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Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.06 17:43:47 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
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Department, c=US  
Date: 2015.04.15 11:21:47 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
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DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:21:47 -0500  
**City Manager**

**ORDINANCE NO. 15-M**

**AN ORDINANCE AMENDING APPENDIX A, FLOOD DAMAGE PREVENTION, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, ADDING A NEW DEFINITION OF “BASE FLOOD ELEVATION”; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the Legislature of the State of Texas has in statutes such as Texas Water Code Chapter 16 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses; and

**WHEREAS**, the flood hazard areas within the City of Alvin, Texas are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare; and

**WHEREAS**, these flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage; and

**WHEREAS**, the City Council desires to amend previously adopted ordinances; **NOW, THEREFORE,**

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

**Section 1.** That Appendix A, Flood Damage Prevention, Article 2, Definitions, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

**APPENDIX A  
FLOOD DAMAGE PREVENTION**

**ARTICLE 2. DEFINITIONS**

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

...

*Base Flood Elevation (BFE).* The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one (1%) percent chance of equaling or exceeding that level in any given year.

...

**Section 2. Severability Clause.** If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 3. Proper Notice and Meeting.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**Section 4. Effective Date.** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code and the City of Alvin Charter.*

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

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

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

Discussion Date: 04/23/2015

Approval Date: 04/23/2015

Submitted By: Bobbi J. Kacz

## SUBJECT:

---

Consider Resolution 15-R-11 finding that CenterPoint Energy Houston Electric, LLC's Application for approval of a distribution cost recovery factor to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution be sent to the Company and Legal Counsel.

## DISCUSSION:

---

On April 6, 2015, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed Application for Approval of a Distribution Cost Recovery Factor ("DCRF") with each of the Gulf Coast Coalition of Cities ("GCCC") that has retained jurisdiction over CenterPoint's rates. In the filing, the Company asserts that it is entitled to a \$16,704,985 increase in distribution revenues.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. GCCA recommends that the Cities deny the requested relief.

Unless Cities deny the application by June 5, 2015 the rate increase requested by CenterPoint will become effective.

## RECOMMENDATION:

---

Move to approve Resolution 15-R-11 denying CenterPoint's application for a distribution cost recovery factor to increase distribution rates within the City and that the City's rate case expenses be reimbursed by CP.

## ATTACHMENTS:

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- |                 |    |
|-----------------|----|
| 1. Res 15-R-11  | 4. |
| 2. Staff Report | 5. |
| 3.              | 6. |

Submitted by:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
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c=US  
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-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

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Date: 2015.04.14 17:10:21 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:52:45 -05'00'

City Manager

**RESOLUTION NO. 15-R-11**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION BE SENT TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Alvin, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in the CenterPoint's service area; and

**WHEREAS**, on or about April 6, 2015, CenterPoint filed with the City Application for Approval of a Distribution Cost Recovery Factor ("DCRF") seeking to increase electric distribution rates by \$16,704,985 annually; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

**WHEREAS**, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

**WHEREAS**, the GCCC's members and attorneys recommend that GCCC members deny the DCRF; and

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

**Section 1.** That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**Section 2.** That the Company shall continue to charge its existing rates to customers within the City.

**Section 3.** That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

**Section 4.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 5.** That a copy of this Resolution shall be sent to CenterPoint and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

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

ATTEST:

\_\_\_\_\_  
Dixie Robert, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bobbi J. Kacz, City Attorney



www.alvin-tx.gov

**CITY OF ALVIN**

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4227 • FAX (281) 388-4228

**Office of the City Attorney**

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## Memo

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To: **HONORABLE MAYOR and COUNCIL MEMBERS**

From: **BOBBI KACZ, CITY ATTORNEY**

Date: April 14, 2015

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### **STAFF REPORT REGARDING CENTERPOINT'S DISTRIBUTION COST RECOVERY FACTOR FILING**

\*\*\*

The City, along with approximately 25 other cities served by CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) is a member of the Gulf Coast Coalition of Cities (“GCCC”). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 6, 2015, CenterPoint filed an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”) with each of the cities in their service area. In the filing, the Company asserts that it is seeking a \$16,704,985 annual increase in distribution revenues.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. GCCC’s attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint’s filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

#### **Purpose of the Resolution:**

The purpose of the Resolution is to deny the DCRF application proposed by CenterPoint.

#### **Explanation of “Be It Resolved” Paragraphs:**

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.

3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.

4. This section recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

5. This section provides CenterPoint and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.



# AGENDA COMMENTARY

**Discussion Date:** 04/23/2015

**Approval Date:** 04/23/2015

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider the Agreement for Professional Services with Freese and Nichols, Inc. in the amount of \$280,000.00 and the appropriation of an additional \$20,000.00 for contingencies for an engineering services design of the Dyche Lane Elevated Water Storage Tank; and authorize the Mayor to sign.

## DISCUSSION:

In March 2015 Staff solicited qualifications from engineering firms to perform the engineering services relating to the design of the Dyche Lane Elevated Water Storage Tank and the committee selected Freese and Nichols, Inc. to perform the work. This contract will be paid entirely from Impact Fees (210-5001-17-3100).

Contract Amount: \$280,000  
Contingency: \$ 20,000  
Total Amount: \$300,000

## RECOMMENDATION:

Move to approve the Professional Services Agreement with Freese and Nichols, Inc. and authorize the Mayor to sign.

## ATTACHMENTS:

- |                                    |    |
|------------------------------------|----|
| 1. Professional Services Agreement | 4. |
| 2.                                 | 5. |
| 3.                                 | 6. |

**Submitted by:**  
**Michelle Segovia**  
Department Head  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=mssegovia@cityofalvin.com, c=US  
Date: 2015.04.06 11:06:37 -0500

**Funds Available:**  
**Junru Roland**  
Finance Director  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2015.04.15 11:17:37 -0500

**Approved as to Form:**  
**Bobbi J Kacz**  
City Attorney  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:45:40 -0500

**Approved By:**  
**Junru Roland**  
City Manager  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
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o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.15 11:17:45 -0500



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April 2, 2015

Michelle H. Segovia, P.E., CFM  
City Engineer  
City of Alvin  
1100 W. Highway 6  
Alvin, Texas 77511

Re: Cost Proposal - Revised  
**Dyche Lane 0.5 MG EST – Design and Construction Phase Services**

Dear Ms. Segovia:

Freese and Nichols, Inc. (FNI) is pleased to provide you with the attached proposal for the above referenced project. FNI proposes to conduct the attached scope of services for a lump sum fee of \$280,000. A summary of our proposed fee is provided below:

1. PM, Prelim. & Final Design Phase	\$ 81,920
2. Bid Phase	\$ 9,840
3. Construction Phase General Rep.	\$ 32,220
4. Construction Management & Inspection	\$ 130,660
5. Geotechnical Investigation	\$ 16,220
6. Topographic Survey	\$ 6,980
7. Lead & Asbestos Assessment	\$ 2,160
	<hr/>
	\$ 280,000

We are looking forward to this opportunity given to us to be of assistance to the City of Alvin on this project.

Sincerely,

Freese and Nichols, Inc.

William (Clay) Herndon, P.E.  
Project Manager

Enclosure

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This AGREEMENT is entered into by City of Alvin, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with various Projects; Owner agrees to pay to FNI compensation. The Project is described as follows: **Dyche Lane 0.5 MG Elevated Storage Tank**
- II. **SCOPE OF SERVICES:** FNI shall provide professional services in connection with Projects as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO - Compensation which is attached hereto and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$280,000. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

\_\_\_\_\_

CITY OF ALVIN, TEXAS  
(OWNER)

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

\_\_\_\_\_  
Print or Type Name & Title

ATTEST:

\_\_\_\_\_

FREESE AND NICHOLS, INC.  
(FNI)

By: [Signature] 2/2/15

Vice President - Jeff Taylor  
Print or Type Name & Title

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**

**ARTICLE I**

**BASIC SERVICES:** FNI shall provide the following professional services in connection with the development of the Project:

This project generally includes the design, bidding, and construction phase services for a 500,000 gallon composite elevated storage tank and the demolition of an existing elevated storage tank.

**A. PROJECT MANAGEMENT**

1. Coordinate Subconsultants
  - a. Surveying – Gorrondona
  - b. Geotechnical Field Work – Aviles
  - c. Asbestos and Lead Assessment – Micro Air
2. Conduct Internal Kickoff Meeting – FNI will conduct an internal meeting to outline the project scope, schedule, budget, and make initial task assignments.
3. Conduct Project Kickoff Meeting with City – FNI will conduct a project kickoff meeting to review the scope of services and project schedule, and to discuss technical design, tank operation, security, layout, logos, and accessibility preferences.
4. Provide One-Page Monthly Reports – FNI will prepare and submit monthly status reports to the City with FNI’s monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
5. Quality Assurance/Quality Control – FNI will prepare a QA/QC plan including regularly scheduled reviews of project deliverables.

**B. PRELIMINARY DESIGN PHASE (30% DESIGN)**

1. Provide 30% Design Plans
  - a. FNI will coordinate with tank manufacturer’s to discuss the project and their construction requirements
  - b. FNI will submit the tank to the Federal Aviation Administration (FAA) to verify if any special restrictions are required for the project.
  - c. Provide a plan for the demolition of the existing elevated storage tank
  - d. FNI will coordinate with utility companies to determine if any utility relocations are required and coordinate any service reconnections.
  - e. FNI will provide 30% complete design plans to include demolition of the existing tank, site improvements, and the proposed tank.

2. Provide 30% Opinion of Probable Cost (OPCC)
  3. Design Review Meeting – FNI will meet with the City to discuss the preliminary design
  4. Deliverables
    - a. Four (4) half-size (11”x17”) hard copies of the 30% plans, no electrical drawings
    - b. Proposed table of contents with list of anticipated specifications
    - c. Four (4) hard copies of the Geotechnical Report
    - d. 30% design opinion of probable cost
- C. FINAL DESIGN PHASE (90% DESIGN): FNI shall provide professional services in this phase as follows:
1. Provide 90% Design Plans
    - a. FNI will coordinate with tank manufacturer’s to discuss the project and their construction requirements
    - b. Electrical Design including:
      - (a) Electrical and instrumentation for EST
      - (b) Design with pole mounted lights to illuminate tank logo – assuming there is enough room at the site to accommodate this. If it is determined there is not enough room a lighting study and/or an alternate tank logo lighting design will be an additional service.
      - (c) Coordination with the Local Electric Utility and one visit to the site to meet with the local utility.
      - (d) Coordination with the City and/or City’s SCADA Integrator on the City’s SCADA system.
    - c. FNI will provide 90% complete design plans to include final layout, elevation, details, and specifications for the elevated storage tank, showing tank and pedestal, inlet and outlet lines, drains, overflow, interior and yard piping, access ladders, valves, , manways, City logo, and associated site work.
  2. Provide Final Opinion of Probable Cost (OPCC)
  3. Design Review Meeting – FNI will meet with the City to discuss the 90% design
  4. Deliverables
    - a. Four (4) full-size (22”x34”) hard copies of the 90% plans
    - b. Four (4) hard copies of the 90% contract documents
    - c. 90% design opinion of probable cost
  5. Permitting - FNI will prepare a the Texas Commission on Environmental Quality (TCEQ) compliance letter and submit required plans and documentation in accordance with the requirements of TAC Chapter 290 to permit the project.

- D. **BID OR NEGOTIATION PHASE.** Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:
1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
  2. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
  3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
  4. Assist the Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
  5. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide 10 (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
  6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- E. **CONSTRUCTION PHASE:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures is an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. The number of site visits for projects will be included in the Task Authorizations. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by

the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
12. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
13. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints and one (1) electronic PDF on a CD of "Record Drawings" shall be provided by FNI to Owner.

F. SPECIAL SERVICES:

1. Resident Project Representation

- a. The ENGINEER will have a part-time Resident Project Representative (RPR) on the Site. The RPR will conduct specific inspections for the foundation (10), pedestal (16), bowl (1), and coatings (10), and site visits (38). The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:
  - (a) Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of ENGINEER.
  - b. Duties and Responsibilities of Resident Project Representative:
    - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
    - (b) Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
    - (c) Liaison:

- (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.
- (ii) Assist in obtaining from Owner additional details or information, when requested.
- (d) Shop Drawings and Samples:
  - (i) Record date of receipt of Shop Drawings and Samples.
  - (ii) Receive Samples which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
  - (iii) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
  - (i) Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - (ii) Based on the information, knowledge and belief of RPR, report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - (iii) Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- (g) Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.
- (h) Records:
  - (i) Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress

reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.

(i) Reports:

- (i) Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- (ii) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- (iii) Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- (iv) When known, report immediately to ENGINEER and Owner the occurrence of any accident.

(j) Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

(k) Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.

(l) Completion:

- (i) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- (ii) Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- (iii) Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
- (iv) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

e. Limitations of Authority of Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- (b) Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.
- (c) Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
- (d) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- (e) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
  - (f) Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
  - (g) Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.
2. Geotechnical Investigation Scope – Aviles Engineering Corporation (AEC) will perform the geotechnical investigation including the following services:
- a. AEC will drill two 75-foot deep soil borings for a total drilling footage of 150 feet.
  - b. AEC will collect samples continuously for the top 20 feet of the boring and at 5-foot intervals thereafter to the boring termination depth.
  - c. AEC will perform lab testing consisting of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, unconfined compression, and unconsolidated-undrained triaxial tests depending on the soil types encountered.
  - d. AEC will conduct two consolidation tests for settlement analysis.
  - e. AEC will produce an engineering report to include:
    - (a) Foundation type and depth, and allowable bearing capacities for the EST
    - (b) Design soil parameters for lateral earth pressure on the tank foundation wall below grade, if mat foundation is used
    - (c) Settlement analysis for the EST
    - (d) Select fill criteria
    - (e) Geotechnical recommendations for the tank foundation construction
3. Land Title and Topographic Surveying Scope – Gorrondona & Associates Inc. (G&AI) will provide a boundary survey of the 1.668 acre tract conforming to the Category 1A standards as adopted by the Texas Society of Professional Surveyors in the Manual of Practice for Land Surveying in the State of Texas and includes all work necessary to show the following on the survey plat:
- a. G&AI will have monuments placed (or reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by an existing monument or witness to the corner.
  - b. G&AI will indicate a vicinity map showing the property surveyed in reference to nearby highway(s) or major street intersection(s).
  - c. G&AI will indicate the flood zone designation (with property annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only). If the property resides in two or more zones, then the survey shall clearly display the limits of each zone by graphically transposing each zone line from the FIRM to the survey.
  - d. G&AI will indicate property lines with bearings and dimensions clearly marked that match the legal description and form a mathematically closed figure.

- e. G&AI will provide a metes and bounds description and land area identified in square footage and acreage.
- f. G&AI will identify and show all easements of record as listed in the most recent title commitment or title examiner's report IF furnished by client. Reference to source shall be shown on the survey plat.
- g. G&AI will locate all improvements and show:
  - (a) Substantial, visible improvements such as signs, parking areas or structures, driveways, light poles, etc.
  - (b) Indication of access to a public way such as curb cuts or driveways marked. Include street medians affecting property.
  - (c) Roadway medians and openings within 150' of the property.
- h. G&AI will show the location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:
  - (a) Observed evidence together with plans and markings provided by client, utility companies, companies, and other appropriate sources (with reference as to the source of the information)
  - (b) Manholes, catch basins, valve vaults or other surface indications of subterranean uses; wires cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all cross wires or overhangs affecting the surveyed premises; and utility company installations on the surveyed premises. Include visible meters, valves, etc.
  - (c) For hidden underground utilities, the surveyor is to the approximate location of underground connecting lines as may be discernible from visible appurtenances.
  - (d) For heavy underground gravity flow utilities, such as storm and sanitary sewers, the surveyor shall show the direction of flow as may be discernible from visible appurtenances.
- i. G&AI will indicate the names of adjoining owners or the recording reference of platted lands.
- j. G&AI will show topographic survey elevations on 100' grid, as well as 50' outside property (where accessible) and to the centerline of the adjacent roadways and natural drainage courses. Include elevations of all improvements, back of curb, edge of pavement, etc. Vertical Datum shall be based upon datum determined by Freese & Nichols, Inc. and if no datum is provided, the elevations will be based on the North American Vertical Datum of 1988 (NAVD88-2001 Adjustment), U.S. Survey Foot.
- k. G&AI will locate horizontally all visible surface features within the project limits. Surface features include all manholes, storm inlets, signs, access drives, roadways (type of surface indicated), structures, power poles and guy wires, transformer pads, water valves (excluding sprinkler system), sidewalks, fire hydrants, water meters, utility markers and markings, and any other visible surface feature not listed here. G&AI will contact "811" to locate underground utilities and structures. G&AI is responsible for locating visible utilities and utilities marked by the utility company's representatives. G&AI is not responsible for utilities that are miss-located or utilities that are not visible from an on site inspection. G&AI will research local utility company as-builts, local municipality as-builts and public records, etc.

- l. Utility locations shall include top of rim elevations, flow line elevations and size & type of pipe, of sanitary and storm sewer lines where accessible. All other utilities will be horizontal locations only.
4. Lead and Asbestos Assessment Scope – Mirco Air of Texas, Inc. (Micro Air) will perform a comprehensive asbestos survey and lead-based paint sampling on the existing Dyche Lane EST and includes the following work items:
    - a. EPA accredited and DSHS licensed Asbestos and Lead Building Inspector personnel to perform on-site inspections, collect bulk samples, test for lead in paint utilizing an XRF machine, review data, and prepare the final written report for the facility associated with this project.
    - b. Micro Air has estimated that we will collect approximately 10 bulk building material samples for analysis by Polarized Light Microscopy (PLM). We will request standard turnaround time from the laboratory (5 work days) (Point count analysis is not included in this cost)
    - c. Micro Air will rent an XRF machine for one day to test the painted surfaces for lead.
    - d. Miscellaneous expenses associated with this project

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. GIS mapping services or assistance with these services.
- B. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- D. Providing renderings, model and mock-ups requested by the Owner.
- E. Making revisions to drawings, specifications or other documents when such revisions are 1) consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- F. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- J. Preparing Operation and Maintenance Manuals or conducting operator training.
- K. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- M. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- S. Services required to resolve bid protests or to rebid the projects for any reason.
- T. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- U. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Article I.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- AA. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services Agreement.
- BB. Provide follow-up professional services during Contractor's warranty period.

### ARTICLE III

**TIME OF COMPLETION:** FNI agrees to complete the services in accordance with the schedule established in each Task Authorization.

- Preliminary Engineering and Special Services (2-4): 90 Days after NTP
- Final Design: 60 Days after preliminary design meeting
- TCEQ Permitting: 60 Days is anticipated for approval
- Bid and Award Phase: 60 Days after approval from TCEQ
- Construction Phase and Special Services (1): 14 Months is anticipated for construction + 30 days for Record Drawings

IF FNI's services are delayed or suspended in whole or in part by Owner, or if FNI's services are extended by the Contractor's actions or inactions for more than 90 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation.

### ARTICLE IV

**RESPONSIBILITIES OF OWNER:** Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage

will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- Any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used

the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- J. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- K. Attend the pre bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

#### ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Owner designate the following representatives:

Owner's Designated Representative: Michelle Segovia, P.E., CFM, 1100 W. Highway 6, Alvin, Texas 77511; Phone: (281) 388-4341; Fax: (281) 331-7516; Email: msegovia@cityofalvin.com

Owner's Accounting Representative:

FNI's Project Manager: William (Clay) Herndon, P.E., 11200 Broadway, Suite 2332, Pearland, Texas 77584; Phone: (832) 456-4715; Fax: (832) 456-4701; Email: wch@freese.com

FNI's Accounting Representative: Sharon James, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109; Phone: (817) 735-7298; Fax: (817) 735-7491; Email: sdj@freese.com

## COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum fee of Two Hundred Eighty Thousand Dollars (\$280,000). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

### Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	67	114
Professional - 2	87	146
Professional - 3	93	178
Professional - 4	136	217
Professional - 5	173	239
Professional - 6	164	435
Construction Manager - 1	84	195
Construction Manager - 2	103	148
Construction Manager - 3	127	158
Construction Manager - 4	160	216
CAD Technician/Designer - 1	56	98
CAD Technician/Designer - 2	89	127
CAD Technician/Designer - 3	114	163
Corporate Project Support - 1	41	95
Corporate Project Support - 2	69	170
Corporate Project Support - 3	75	330
Intern/ Coop	34	63

### Rates for In-House Services

#### Travel

Standard IRS Rates

#### Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

### OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually in February.**

335-22015

**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Alvin, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000	Each Accident	\$500
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000	\$3,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI   
OWNER \_\_\_\_\_

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.



# AGENDA COMMENTARY

**Discussion Date:** 04/23/2015

**Approval Date:** 04/23/2015

**Submitted By:** Dan Kelinske

## **SUBJECT:**

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Consider the Contract with T.F. Harper & Associates, LP for park improvements funded by the Community Development Block Grant (CDBG) in an amount not to exceed \$72,574.00; and authorize the Mayor to sign.

## **DISCUSSION:**

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On February 2, 2015, City Council approved acceptance of CDBG funds in the amount of \$273,000.

T.F. Harper is an approved buyboard vendor which would provide the following park improvements for a total of \$72,574:

- Ruben Adame - \$12,464 - 5 new picnic tables, playground equipment.
- Prairie Dog Park - \$15,000 - new playground equipment
- Talmadge Park - \$3,477 - 5 new picnic tables
- Sealy Park - \$5,633 - new drinking fountain w/ doggie bowl attachment, 5 trash cans
- Pearson Park - \$36,000 - new drinking fountain & playground

## **RECOMMENDATION:**

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Move to approve the Contract with T.F. Harper for Park Improvement projects and authorize the Mayor to sign.

## **ATTACHMENTS:**

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- |   |    |
|---|----|
| 1. Contract with T.F. Harper & Associates, LP | 4. |
| 2.  | 5. |
| 3.  | 6. |

**Submitted by:**

**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=d.kelinske@cityofalvin.com, c=US  
Date: 2015.04.13 17:53:40 -0500

**Department Head**

**Funds Available:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.15 11:23:28 -0500

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:52:52 -0500

**City Attorney**

**Approved By:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.15 11:23:34 -0500

**City Manager**

## CONTRACT

This agreement is made this 7th day of April, 2015, by and between T.F. Harper & Associates, LP

- a corporation, organized and existing under the laws of the State of Texas
- a partnership consisting of \_\_\_\_\_
- an individual

trading as "Contractor" and the City of Alvin hereinafter called the "City" and Brazoria County.

WITNESSETH, that the Contractor and the City and Brazoria County for the considerations stated herein mutually agree as follows:

### ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Alvin Park Improvements, and required supplemental work for the Alvin Park Improvements Project, in strict accordance with the contract and quote **(Attachment A – TFHA Quote #031915-03tb)**.

### ARTICLE 2. THE CONTRACT PRICE

The City and/or Brazoria County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as approved by HUD (Grantor Agency), the City and Brazoria County, and as provided in the General Contract Conditions.

The City and/or Brazoria County shall pay the Contractor for the performance of the contract, subject to additions and deductions as provided in the General Contract Conditions, the sum of **Seventy-Two Thousand, Five Hundred & Seventy-Four Dollars (\$72,574.00)**.

### ARTICLE 3. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

#### A. Civil Rights

##### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Subrecipient agrees to comply with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

##### 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20U.S.C. § 1681 et seq.) which prohibits sex discrimination in federally assisted education programs.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

## 5. Grievance

Subrecipient will provide clients with information concerning submission of complaints and notify all customers of the grievance procedure, as outlined in Exhibit "E." Grievance notification will be posted at Subrecipient location and will list grievance office and contact telephone number. Grievance notification must identify Grantee as a funding source and the telephone number to reach Grantee. Any complaints received concerning the Subrecipient and services provided shall be directed to the representative of the Grantee as provided in Exhibit "E."

### C. Labor Standards

#### 1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C. 327-330] as supplemented by Department of Labor regulations, the Copeland "Anti-Kickback" Act [18 U.S.C 874], the Davis-Bacon Act [40 U.S.C. 276(a) to a-7], and all other applicable federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code (18 U.S.C. 201-224) which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

#### 2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

#### 3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of the City of must certify on an annual basis their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any

other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. 570.200(j).4.

E. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 C.F.R. 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients that are receiving funds under the CDBG Entitlement program.

In applying for CDBG funds, the Subrecipient shall provide City of with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, Subrecipient agrees to provide a new Conflict of Interest Disclosure form (Exhibit D) to City of

. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. False Claims

The Subrecipient also agrees to abide by 18 U.S.C. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient will also abide by the False Claims Act (31 U.S.C. 3729 et seq.); 18 U.S.C. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C. 245 Federally Protected Activities; 18 U.S.C. 1001 regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C. 3801-3812); the Federal Claims Collection Act of 1966 (31 U.S.C. 952) as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C. 3702); the Tucker Act (28 U.S.C. 1346, 1491, and 2501); the Wunderlich Act (41 U.S.C. 321-322); the Anti-Deficiency Act (31 U.S.C. 1341); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

G. Section 3

1. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipient and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all contract and subcontracts executed under this agreement;

**§135.38 Section 3 Clause.**

*A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or*

*HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

*B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*

*C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

*D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*

*E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

*F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

*G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section*

*7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

## 2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

## 3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

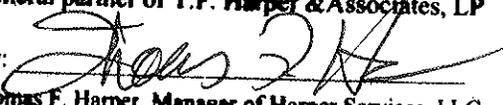
This agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**(Attachment A – TFHA Quote #031915-03fb)**

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in \_\_\_\_\_ original copies on \_\_\_\_\_ of \_\_\_\_\_, 2015.

**T.F. Harper & Associates, LP**

**By: Harper Services, LLC  
general partner of T.F. Harper & Associates, LP**

By:  4/7/2015  
**Thomas F. Harper, Manager of Harper Services, LLC  
in its capacity as general partner for T.F. Harper & Associates, LP**

By: \_\_\_\_\_  
City of Alvin

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

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of Texas)  
Brazoria County)  
City of Alvin)

Thomas F. Harper, being the first duly sworn, deposes and says that:

1. He/she is Partner of T.F. Harper & Associates LP  
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Brazoria County Community Development Department, or the owner of the property interested in the proposed contract;

5. No member of the City Council, or other Officers of the City of Alvin, or any person in the employ of the City or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached document entitles "Additional Eligibility Requirement of Contractors Who Bid on Community Development Funded Projects and Contracts", and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the City of Alvin in any form or manner.

Signature: T.F. Harper & Associates, LP Date: 4/7/2015

Title: By: Harper Services, LLC  
general partner of T.F. Harper & Associates, LP Witness: \_\_\_\_\_

By: [Signature]  
Thomas F. Harper, Manager of Harper Services, LLC  
in its capacity as general partner for T.F. Harper & Associates, LP

**CONFLICT OF INTEREST CERTIFICATION FORM**

CONFLICT OF INTEREST PROHIBITED: As a condition of receiving funding assistance from the U. S. Department of Housing & Urban Development, the County and any of its subgrantees or subrecipients must ensure that no employee, agent, consultant, officer or elected or appointed official who 1) exercise or have exercised any functions or responsibilities with respect to CDBG/ESG activities assisted under these programs, or 2) are in a position to participate in a decision-making process or gain inside information with regard to such activities, may:

- (1) obtain a financial interest or benefit (e.g., gifts, gratuities, favors, or anything of monetary value) from a CDBG/ESG-assisted activity, or
- (2) have a financial interest in any contract, subcontract, or agreement with respect to a CDBG/ESG-assisted activity, or with respect to the proceeds of the CDBG/ESG-assisted activity,

either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

To ensure that the T.F. Harper & Associates LP (Subgrantee or Subrecipient) complies with these Conflict of Interest provisions, and as a condition of receiving financial assistance or benefits, the Applicant hereby certifies that he or she does not have any family or business ties with:

- (1) any officer or director of City of Alvin (Subrecipient), or
- (2) any employee, agent, consultant, officer or elected or appointed official of the Brazoria County and who exercises or has exercised any responsibilities with respect to activities assisted with CDBG/ESG grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities. These persons would include the County Judge, any County Commissioner of Brazoria County or any employee, agent, any consultant in the Brazoria County Community Development Department.

I hereby certify that I or any member of my family do not have any business or immediate family ties with any person listed in provisions 1 and 2 above.

Certified by: **T.F. Harper & Associates, LP**

**By: Harper Services, LLC  
general partner of T.F. Harper & Associates, LP**

Applicant's Signature *Thomas F. Harper*  
By: \_\_\_\_\_

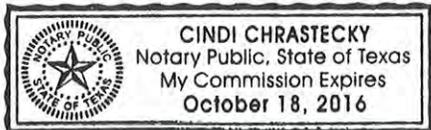
4/7/2015  
Date

**Thomas F. Harper, Manager of Harper Services, LLC  
in its capacity as general partner for T.F. Harper & Associates LP**  
NOTARY PUBLIC'S ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas F. Harper known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7<sup>th</sup> day of April 2015, 2015.



*Cindi Chrastecky*  
Notary Public, State of Texas



## BUYBOARD QUOTE

103 Red Bird Lane  
Austin, Texas  
78745-3122

TO: **City of Alvin**  
 Attn: Dan Kelinske  
 Address: 216 W. Sealy St, Alvin, Texas 77511  
 Install Site: Alvin, Texas 77511  
 Phone: 281-388-4367  
 Email: [dkelinske@cityofalvin.com](mailto:dkelinske@cityofalvin.com)

**CONTRACT #423-13**  
**FOR PURCHASE THRU BUYBOARD.**  
**PLEASE FAX YOUR PURCHASE ORDER**  
**AND SIGNED QUOTE TO BUYBOARD AND**  
**T.F. HARPER & ASSOCIATES LP TO**  
**INSURE COMPLIANCE & RECEIPT OF**  
**YOUR ORDER.**

QUOTE #: 031915-03tb  
 DATE: March 19, 2015

**City of Alvin - Playground Equipment**

Note: Certified Payroll Project

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
<b>PEARSON PARK:</b>			
<b>Playground Equipment:</b>			
1	Xccent #45753, Go Play #6, 5-12 Play Structure, In-Ground Mount		\$14,127.00
29	Action Play Systems APS-Border8, 4" X 8" X 52" Playground Borders	\$24.00	\$696.00
1	Xccent #42073, Safety Sign Ages 5-12, In-Ground Mount		\$0.00
	<b>Less Buyboard Discount</b>		(\$2,001.00)
1	Freight on Above Equipment		\$2,470.00
1	Installation on Above Equipment		\$5,260.00
1,025	S.F. Artificial Turf System, 50 oz. Weight with 2" Pad with Compacted Crushed Stone Base		\$12,205.00
<b>Drinking Fountain:</b>			
1	MDF, Inc #440SMSS, Stainless Steel Pedestal Drinking Fountain, Surface Mount		\$3,390.00
	<b>Less Buyboard Discount</b>		(\$458.00)
1	Freight on Above Equipment to Alvin, Texas 77511		\$311.00
	(Customer is Responsible for Accepting Delivery and Off-Loading Drinking Fountain Equipment)		
	<b>TOTAL - PEARSON PARK</b>		<b>\$36,000.00</b>
<b>PRAIRIE DOG PARK:</b>			
<b>Playground Equipment:</b>			
1	Xccent #42461/42462, 2 Bay Arch Swings with 2 Standard Belt Seats & 2 Tot Bucket Seats	\$3,252.00	\$3,252.00
1	Xccent #45370, Stand N Spin, In-Ground Mount	\$748.00	\$748.00
1	UltraPlay #MEC-127, Motorcycle Spring Rider	\$909.00	\$909.00
1	UltraPlay #MEC-128, Dolphin Spring Rider	\$879.00	\$879.00
1	Xccent #42074, Safety Sign for Ages 2-5	\$491.00	\$491.00
38	Action Play Systems APS-Border12, 4" X 12" X 52" Playground Borders	\$29.50	\$1,121.00
	<b>Less Buyboard Discount</b>		(\$740.00)
1	Freight on Above Equipment		\$2,118.00
1	Installation on Above Equipment		\$3,827.00
1	Provide & Install Filter cloth & 3" thick drainage gravel for 32' X 49' bordered area.		\$2,395.00
	(Owner to Provide 65 CY Playground Wood Mulch)		
	<b>TOTAL - PRAIRIE DOG PARK</b>		<b>\$15,000.00</b>

CONTINUED ON NEXT PAGE

Commercial Play and Recreational Equipment



# BUYBOARD QUOTE

(2 of 20)  
 103 Red Bird Lane  
 Austin, Texas  
 78745-3122

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
<b>RUBEN ADAME PARK:</b>			
<b>Playground Equipment:</b>			
3	Little Tikes #200203198, Wobble Spheres	\$1,988.00	\$5,964.00
1	Xccent #42073, Safety Sign for Ages 5-12	\$491.00	\$491.00
		<b>Less Buyboard Discount</b>	(\$417.00)
1	Freight on Above Equipment		\$715.00
1	Installation on Above Equipment		\$2,234.00
<b>(Owner to Provide Borders and Playground Surfacing)</b>			
<b>Picnic Tables:</b>			
3	Webcoat #T6RC, 6' Table with 2 Attached 6' Seats, Rounded Corners, Expanded Metal, Portable	\$672.00	\$2,016.00
2	Webcoat #T8RCHDCP, 8' Table with 2 Attached 6' Seats, Rounded Corners, Expanded Metal, Portable	\$719.00	\$1,438.00
Colors for Above Tables: Table Tops & Seats= Green; Legs & Frames= Black			
7	Surface Mount Clamp for Portable Tables (set of 2)	\$13.00	\$91.00
		<b>Less Buyboard Discount</b>	(\$355.00)
1	Freight on Above Equipment Delivered to Alvin, Texas 77511		\$287.00
<b>(Customer is Responsible for Accepting Delivery and Off-Loading Picnic Table Equipment)</b>			
<b>TOTAL - RUBEN ADAME PARK</b>			<b>\$12,464.00</b>
<b>TALMADGE PARK:</b>			
<b>Picnic Tables:</b>			
3	Webcoat #T6RC, 6' Table with 2 Attached 6' Seats, Rounded Corners, Expanded Metal, Portable	\$672.00	\$2,016.00
2	Webcoat #T8RCHDCP, 8' Table with 2 Attached 6' Seats, Rounded Corners, Expanded Metal, Portable	\$719.00	\$1,438.00
Colors for Above Tables: Table Tops & Seats= Green; Legs & Frames= Black			
7	Surface Mount Clamp for Portable Tables (set of 2)	\$13.00	\$91.00
		<b>Less Buyboard Discount</b>	(\$355.00)
1	Freight on Above Equipment Delivered to Alvin, Texas 77511		\$287.00
<b>(Customer is Responsible for Accepting Delivery and Off-Loading Picnic Table Equipment)</b>			
<b>TOTAL - TALMADGE PARK</b>			<b>\$3,477.00</b>
<b>SEALY PARK:</b>			
<b>Drinking Fountain:</b>			
1	MDF, Inc #440SMSS, Stainless Steel Pedestal Drinking Fountain, Surface Mount		\$3,390.00
		<b>Less Buyboard Discount</b>	(\$339.00)
1	Freight on Above Equipment to Alvin, Texas 77511		\$356.00
<b>Trash Receptacles:</b>			
5	Webcoat #TR32, 32 Gallon Trash Receptacle, Expanded Metal, Brown Color	\$231.00	\$1,155.00
5	Webcoat #FLATTOP32, Flat Top Lid for 32 Gallon TR, Brown Color	\$88.00	\$440.00
5	Webcoat #LINER32, Rigid Plastic Liner for 32 Gallon TR	\$30.00	\$150.00
5	Webcoat #TRING-32, In-Ground Mounting Assembly	\$45.00	\$225.00
		<b>Less Buyboard Discount</b>	(\$197.00)
1	Freight on Above Equipment Delivered to Alvin, Texas 77511		\$453.00
<b>(Customer is Responsible for Accepting Delivery and Off-Loading Equipment)</b>			
<b>TOTAL - SEALY PARK</b>			<b>\$5,633.00</b>
<b>GRAND TOTAL - ALL PARKS</b>			<b>\$72,574.00</b>

CONTINUED ON NEXT PAGE

Commercial Play and Recreational Equipment



# BUYBOARD QUOTE

103 Red Bird Lane  
Austin, Texas  
78745-3122

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION  
PRICING IS BASED ON A FAIRLY LEVEL WORK SITE ACCESSIBLE BY TRUCK/BOBCAT.

**NOT INCLUDED:** Sales Tax (RESALE OR EXEMPTION CERTIFICATE REQUIRED), Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping); Installation on equipment you are receiving directly.

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

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

**Payment Terms:** 50% due with signed quote; balance due upon completion of work and receipt of invoice.  
**Estimated Delivery:** 7 to 9 weeks after receipt of order.

**PLEASE SIGN & RETURN ATTACHED ROCK/UNDERGROUND UTILITY CLAUSE WITH YOUR SIGNED QUOTE.**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ P.O. # (if applicable): \_\_\_\_\_

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

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

**ROCK CLAUSE**

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS (\$450.00) PER DAY IN ORDER TO ACCOMPLISH THE INSTALLATION.

**UNDERGROUND UTILITY CLAUSE**

NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB-CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER. T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

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

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



5240 257th Street  
Wyoming, MN 55092  
(800) 933-4748  
xcentplay.com

**PROJECT NAME**  
go:)play #6

**AGES: 5-12**

**DRAWING NO. / REV.**

go:)play #6 Rev-N/A

**DIMENSIONS**

**MINIMUM "FALL ZONE":**

45'0" x 32'6"

**MAXIMUM FALL HEIGHT:**

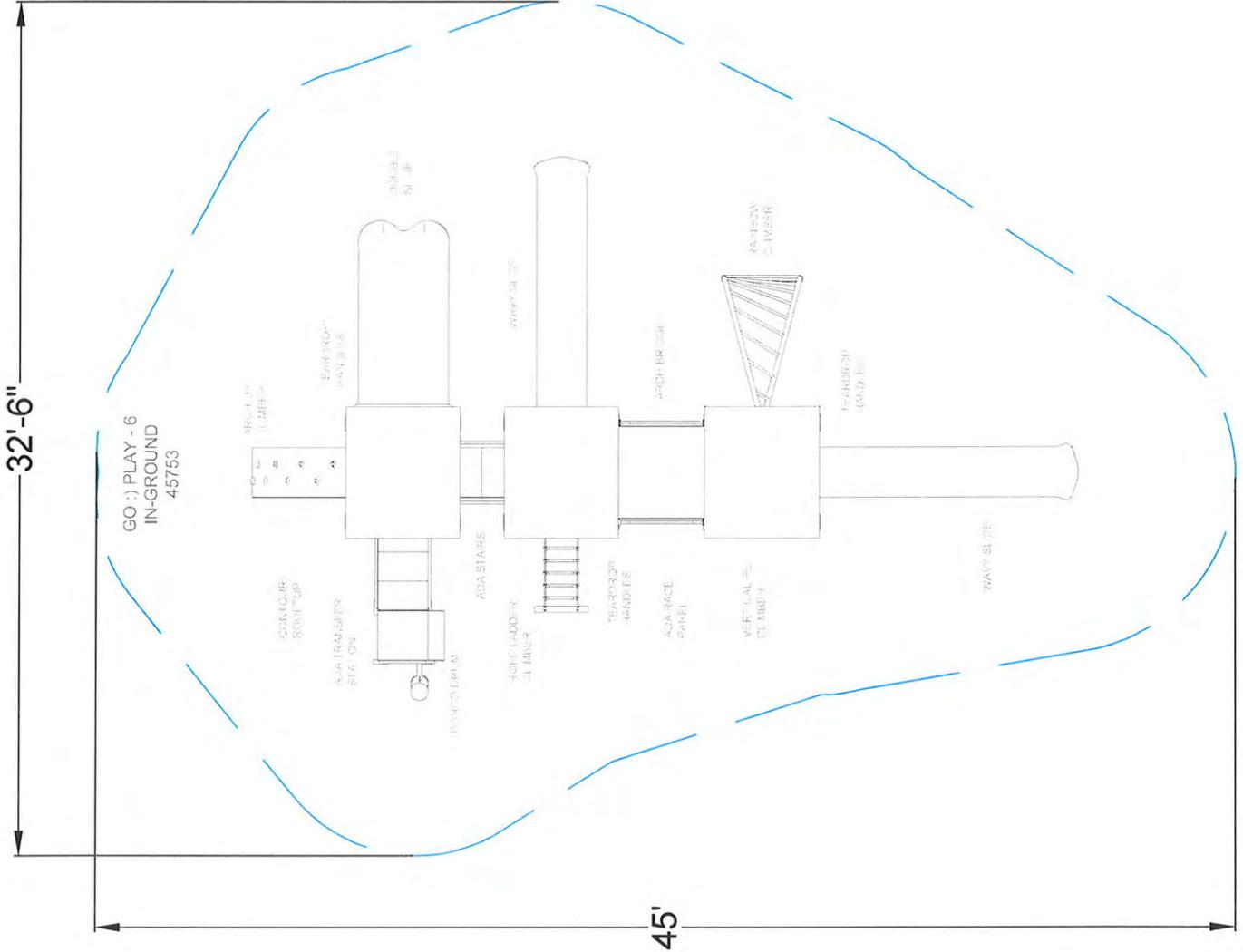
72"

**ADA COMPLIANCE**

- Elevated Components- 7
- Minimum Required - 2
- Ground Level Events- 2
- Different Type Events- 2
- Actual Amount - 6
- Ground Level Events- 6
- Different Type Events- 4

**ADDITIONAL INFO**

**APPROX. SQ FT:** 1100  
**APPROX. BORDER:** 130'  
**SCALE:** N/A  
**DRAWN BY:** Xccent  
**DATE:** 4/26/2012



**MADE IN THE USA**



5240 257th Street  
Wyoming, MN 55092  
(800) 933-4748  
xccentplay.com

**PROJECT NAME**  
go:)play #6

**AGES: 5-12**

**DRAWING NO. / REV.**  
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**DIMENSIONS**

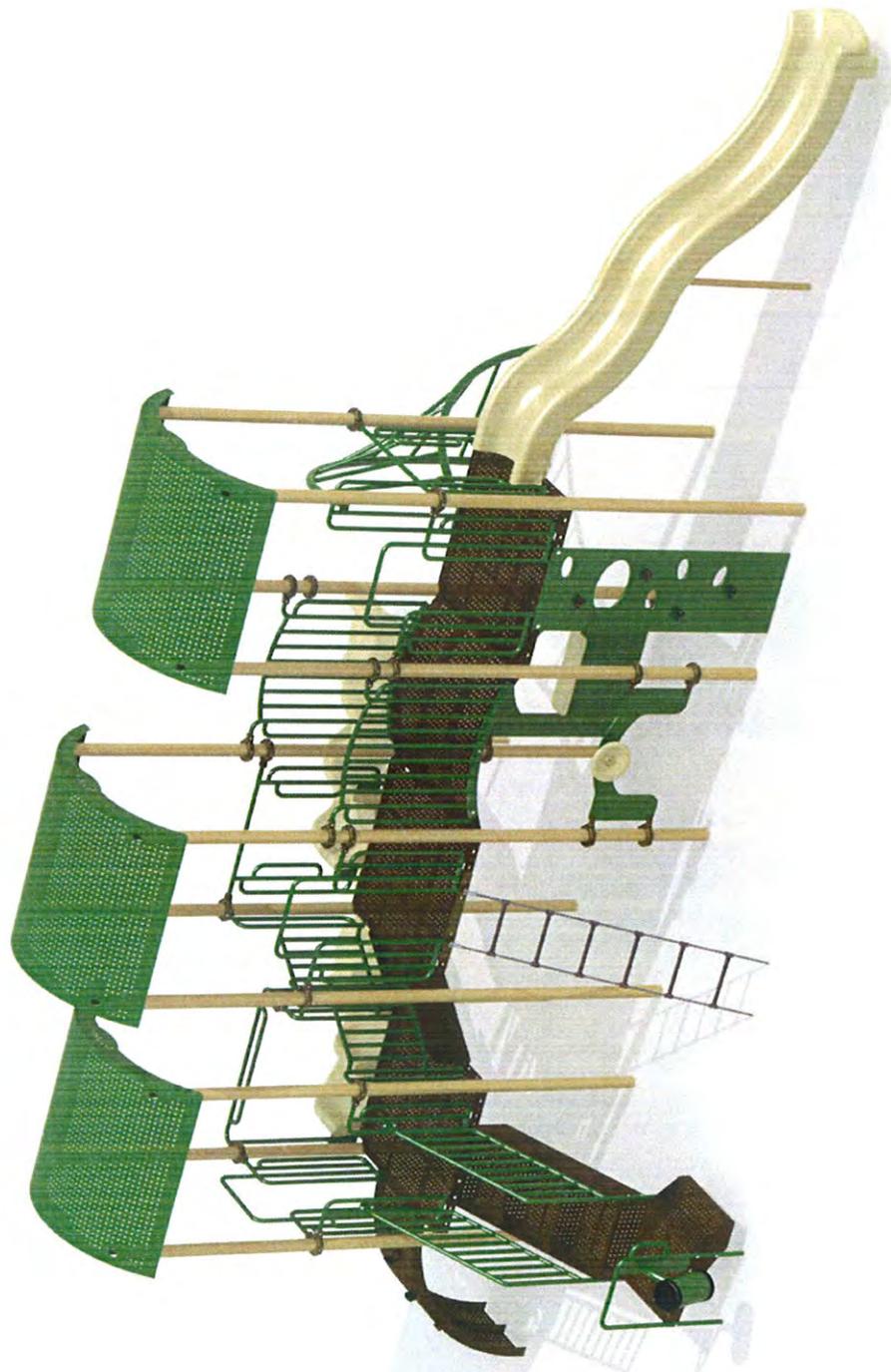
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**MAXIMUM FALL HEIGHT:**  
72"

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go:)play



**MADE IN THE USA**



5240 257th Street  
Wyoming, MN 55092  
(800) 933-4748  
xccentplay.com

**PROJECT NAME**  
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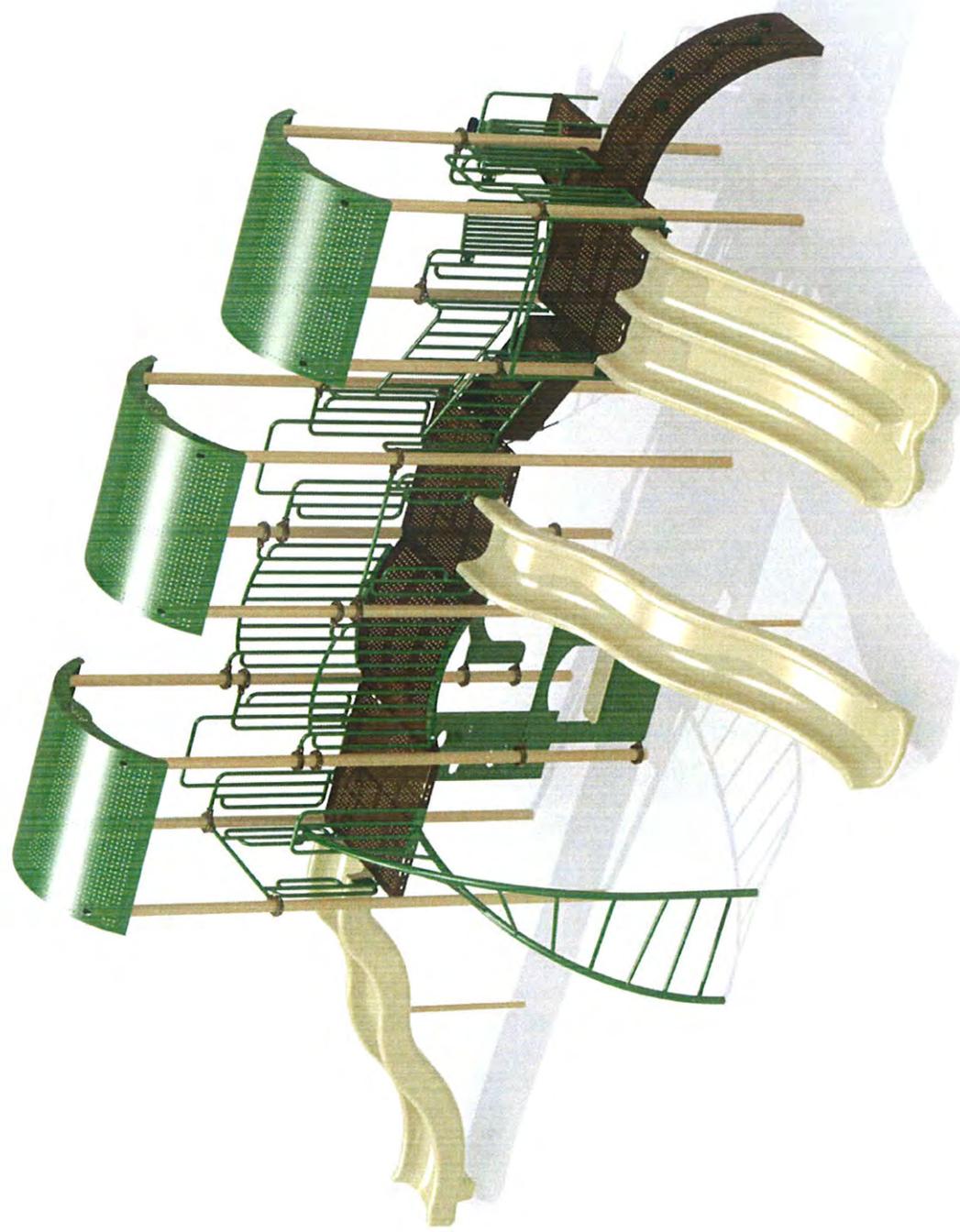
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72"

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**ADDITIONAL INFO**  
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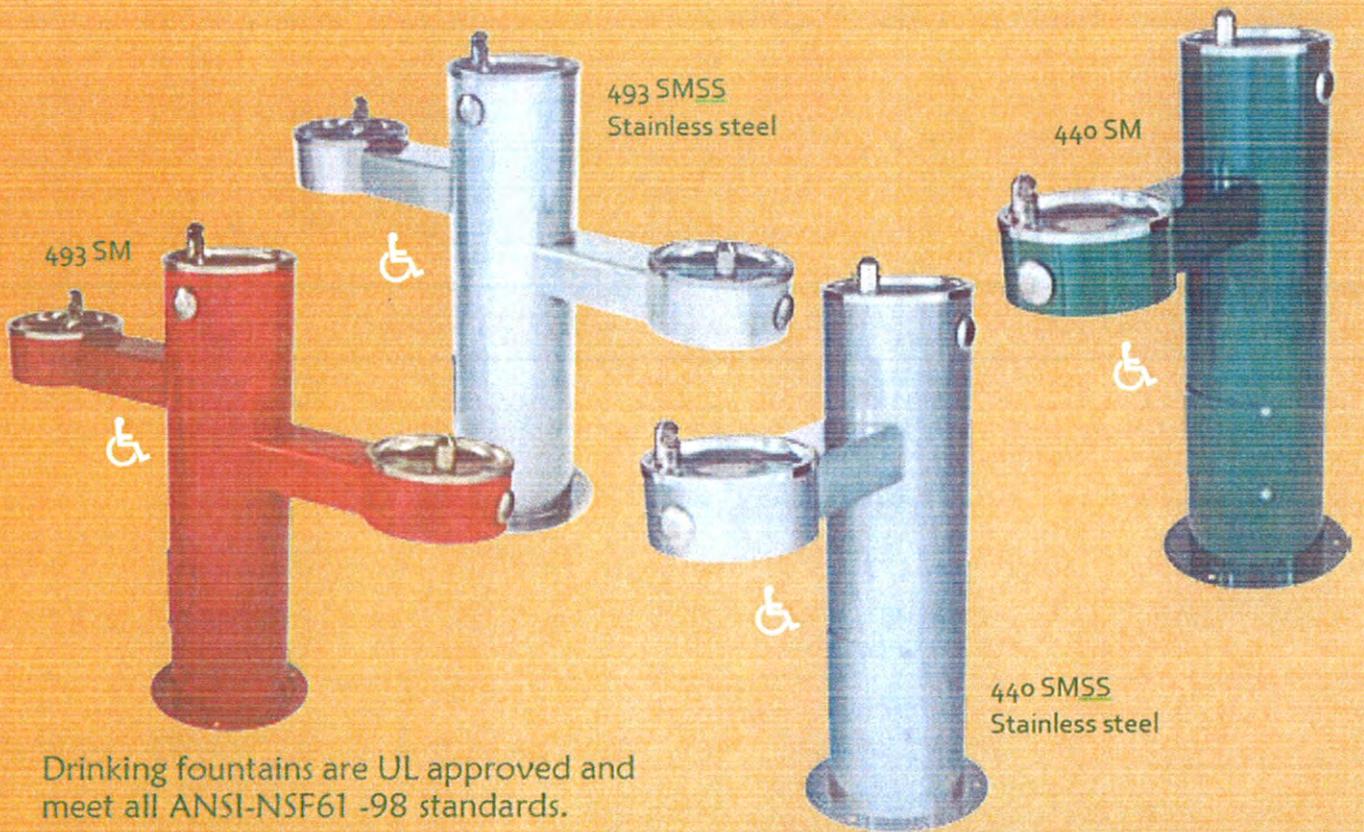
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MADE IN THE USA

# 400 SERIES

# PEDESTAL DRINKING FOUNTAINS



Drinking fountains are UL approved and meet all ANSI-NSF61 -98 standards.

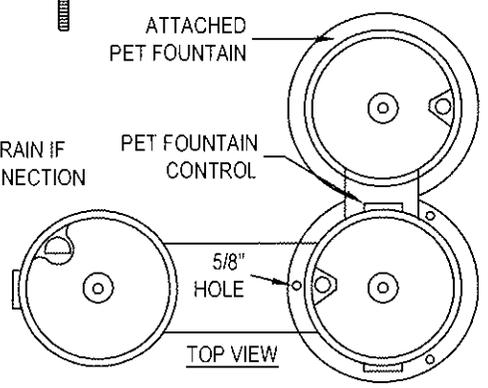
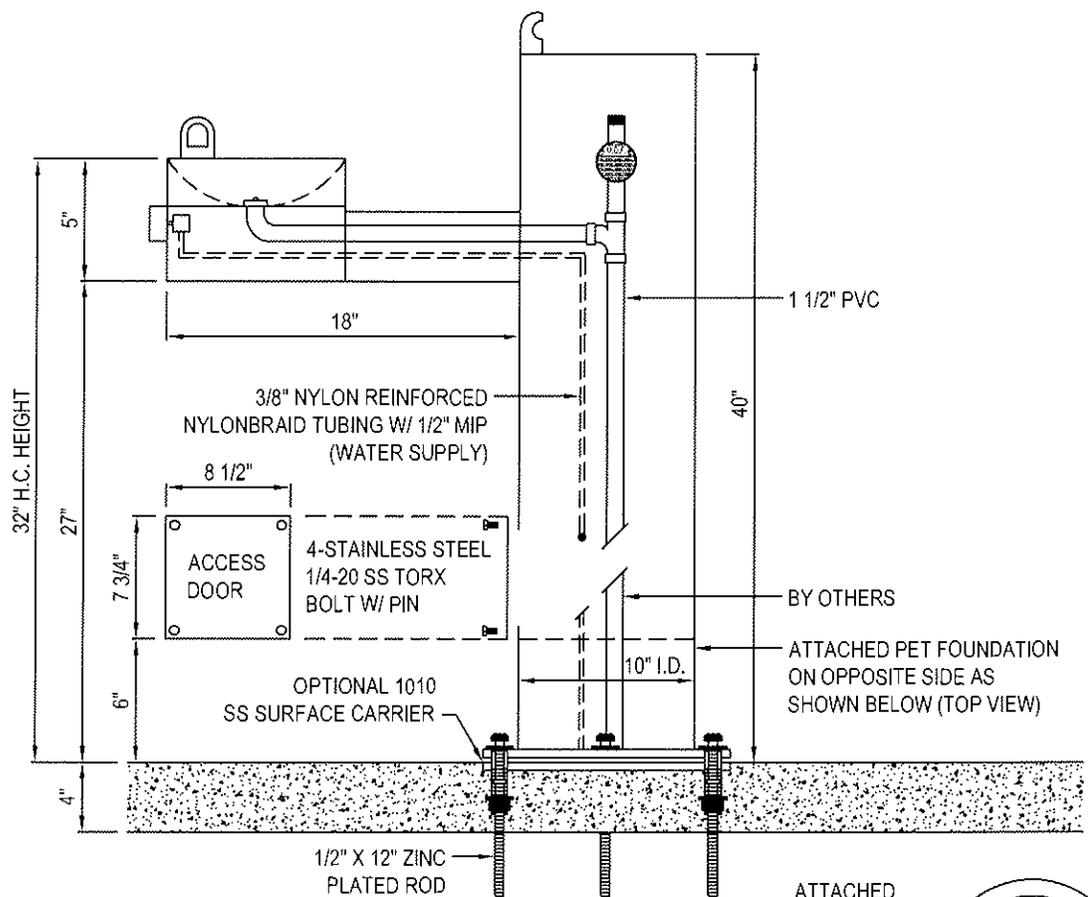
*Stainless Steel (SS) is recommended for all coastal installations*



Contact Most Dependable Fountains, Inc.™ for pricing and quote requests. 800-552-6331  
Cad drawings and specifications are available at [www.mostdependable.com](http://www.mostdependable.com)



MOST DEPENDABLE FOUNTAINS INC.  
5705 COMMANDER DR. P.O. BOX 587  
ARLINGTON, TN 38002-0587  
TOLL FREE: 1-800-552-6331  
PHONE: (901) 867-0039  
FAX: (901) 867-0159  
www.mostdependable.com

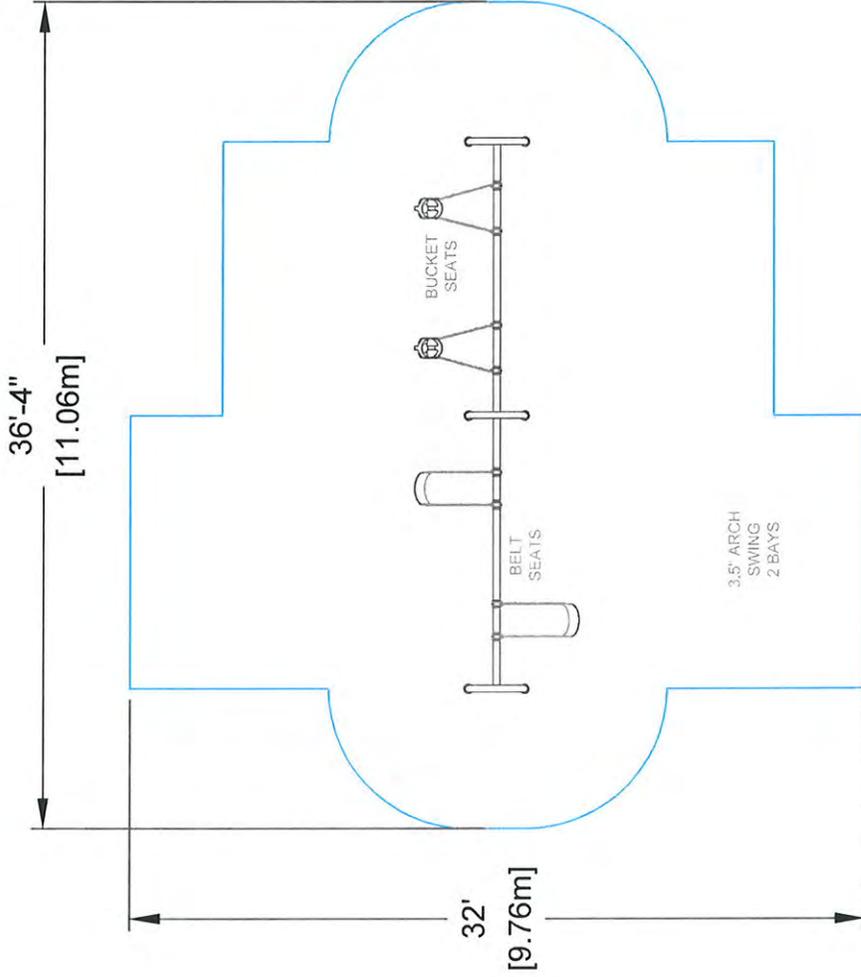


2", 3", OR 4" OPEN HUB DRAIN IF POSSIBLE OR RIGID CONNECTION

- NOTES:**
1. MEETS ADA REGULATIONS.
  2. DO NOT SCALE DRAWINGS.
  3. INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
  4. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED.
  5. SHOWN WITH OPTIONAL 1010 STAINLESS STEEL SURFACE CARRIER, ATTACHED PET FOUNTAIN.

**MODEL 440 SM**  
SHOWN W/ OPTIONAL 1010 SS SURFACE CARRIER, PF





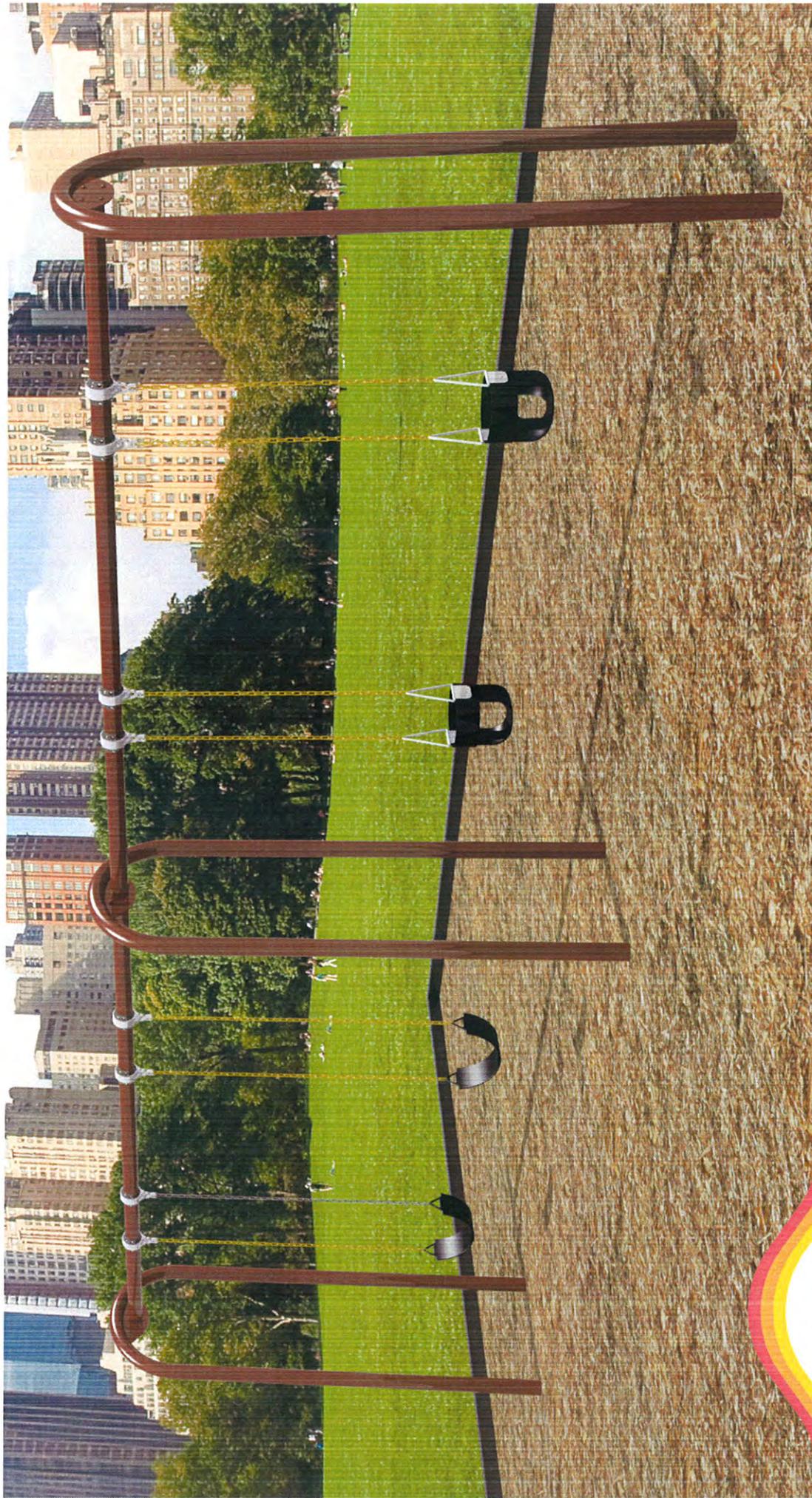
SCHWEPPE PARK  
HOUSTON, TX

AGES 2-5, 5-12  
PROJECT 14-968  
DATE 08/06/2014  
REVISION N/A  
DESIGNER JF



ADA COMPLIANCE	ELEVATED COMPONENTS	QUANTITY INCLUDED
MIN "FALL ZONE" 38'4" x 32'0"	0	0
MAX FALL HEIGHT 96"	Ground Level Events-	2
APPROX. SQ FT N/A	Different Type Events-	1
APPROX. PERIM N/A		





SCHWEPPE PARK  
HOUSTON, TX

AGES 2-5, 5-12  
PROJECT 14-968  
DATE 08/06/2014  
REVISION N/A  
DESIGNER JF



MADE IN THE USA

**ADA COMPLIANCE**  
MIN "FALL ZONE" 38"4" x 32"0"  
MAX FALL HEIGHT 96"  
APPROX. SQ FT N/A  
APPROX. PERIM N/A

ELEVATED COMPONENTS	QUANTITY INCLUDED
Ground Level Events-	2
Different Type Events-	1

**xccent play!**  
a different playing field  
[xccentplay.com](http://xccentplay.com)

:: Jensen Swing ::

**Swing Seats**

S103 - Infant High Back Bucket Seat w/Insert - USA - Commercial



This is a fully enclosed infant one piece seat with a high back to offer extra support for smaller children. Made of 70 duro EPDM rubber with an insert and heavy duty rust resistant welded triangular hardware. EPDM: Ethylene-propylene-diene-monomer is a synthetic rubber material which helps prevent crazing, cracking and oxidizing. Natural rubber is often made from recycled tires etc, and you are never sure what the actual rubber mixture is. It often wears off on children's clothes. It cracks and crazes, making the seat unsightly and allowing moisture to get into the seat. This makes the seat deteriorate at a much quicker rate. Our seats are made of EPDM rubber that is made especially for our swing seats. The rubber does not rub off on children's clothes, and the seats last much longer than natural rubber swings. Unlike seats made of polymer, seats made of EPDM rubber hold up well in extreme temperatures, both very hot and very cold.

Our one piece steel insert is not used in most other swing seats either. Making a one piece insert is much more expensive than tabbing an insert together because of the waste that is caused. However, we feel that the strength of the seat is greatly increased and warrants the expense.

Our seats have galvanized steel triangles and steel plates that are riveted to the seat with galvanized rivets. We go to the added expense of welding each triangle together so they can not be pulled apart and pulled off the seat. We believe our swings are one of the few that have these welded triangles. The triangle is constructed of .75 dia. cold rolled steel with the ends welded together. The plate is .062 thick h.r. stamped galvanized steel. The rivets which are used to rivet the plate through the EPDM rubber and steel insert are made of 3/4" diameter steel. There are three rivets on each side of the seat.

The S103 high back tot seat has a 1075 steel insert, full hard, painted with a non rusting adhesive, and then coated with rubber that is from 1/4" to 3/8" thick. This is a new innovation by our company, not offered by other companies, which helps prevent a child from being cut if the rubber is ever torn off a seat.

We believe our seats are made to the highest standards available. Customers can not see many of the extra hidden safety features. Uninformed users may think our seats and another supplier's are the same. However, they may not have added the hidden safety features that we have because of the added costs. We feel these safety features benefit the strength of our swings and the well being of the children that use our equipment.

This swing has a smaller leg opening, ASTM F2373, for children 6 to 23 months. Leg holes are 4.25" in diameter. The seat should last 2 years in harsh conditions and up to 5 years in optimal conditions. Some conditions may require replacement sooner. Tensile strength is 1200 lbs.

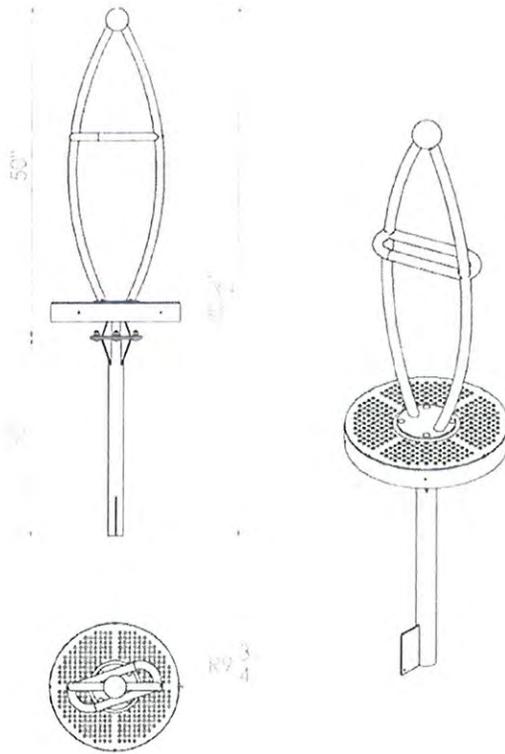
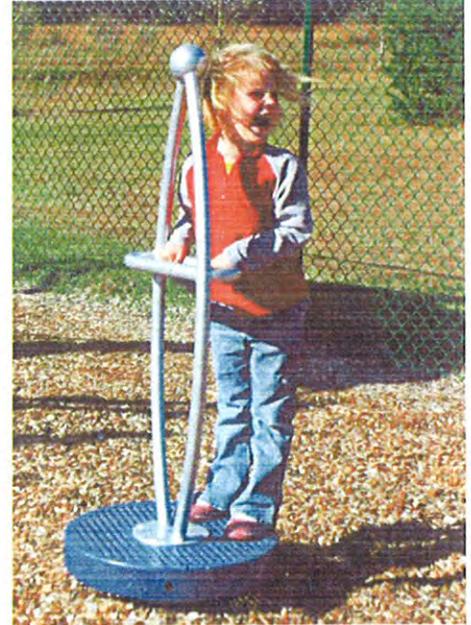
# INDEPENDENT PLAY SERIES

## Stand N Spin



### MATERIAL SPECIFICATIONS

- Pod Base:** The platform is made from 12Ga (.1046) thick A1011 Hot Rolled Steel and coated with PVC.
- Upright:** The upright is constructed using a  $\phi 1.25''$  X 12Ga (.1046) Wall, Galvanized, A513 Hot Rolled Steel. The Bottom Plate is  $\frac{1}{2}''$  thick A1011 Hot Rolled Steel. The entire upright is powder coated.
- Hardware:** Hardware is stainless steel or corrosion-resistant coated steel that conforms to ANSI/ASCE-8-90 (stainless steel), and has passed 100 hour salt test (corrosion-resistant coated steel). Most hardware is Torx tamper resistant.



### Event Options

Part #	Description
45370	STAND N SPIN/INGROUND

Max Fall Ht: 12" (0,30 M)

Min Use Zone: 13'8" x 13'8" (4,17 X 4,17 M)

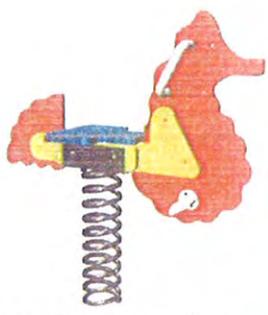
## STAND N SPIN—INDEPENDENT PLAY

Spinning, rocking, and rolling provide children of all ages and abilities with sensory stimulation, vestibular development, and spatial awareness. These activities are fun and beneficial for development!

earlyworks  
environments

2-5 years

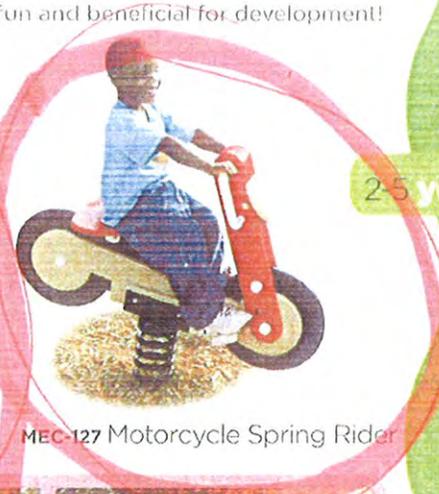
Motion & Sensory



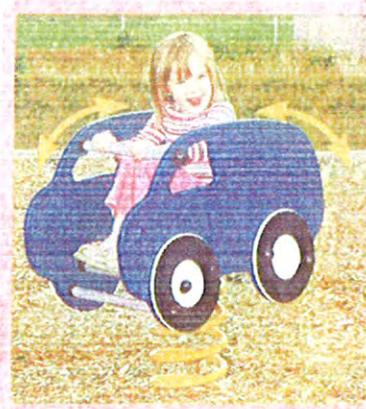
MEC-129 Sea Horse Spring Rider



MEC-128 Dolphin Spring Rider



MEC-127 Motorcycle Spring Rider



MEC-120 MiniVan



MEC-125 Duo Spring Rider



MEC-130 Junior Synchro Spinner



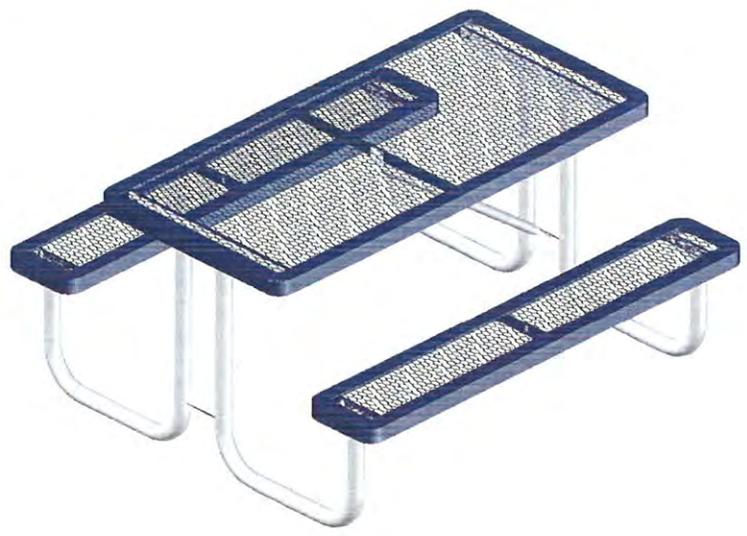
# T6RC

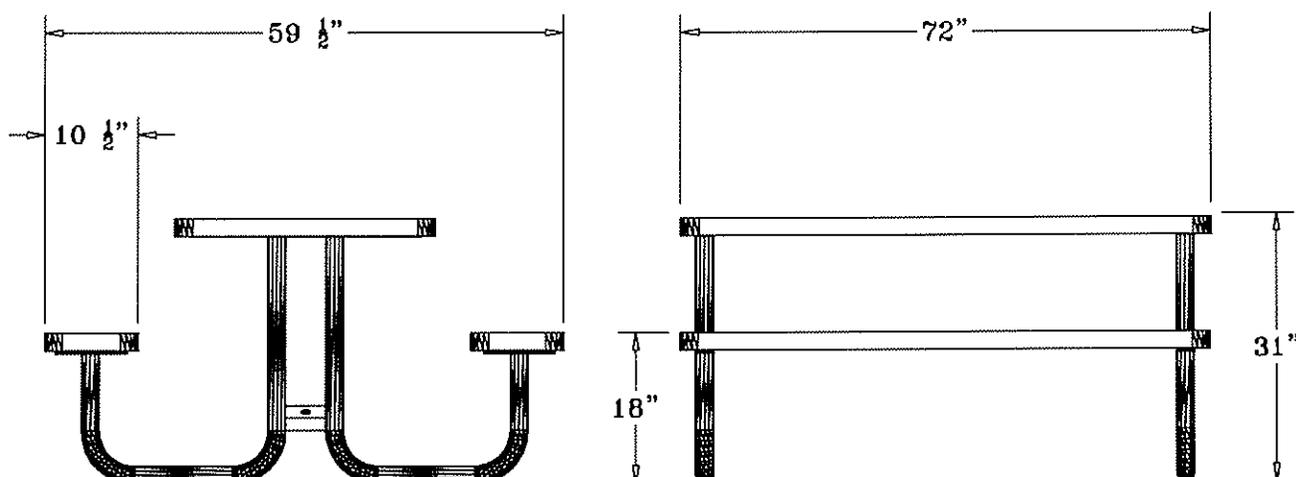
## 6' REGAL STYLE TABLE PORTABLE DESIGN

WEBCOAT PRODUCTS  
 P.O. BOX 3160  
 McALESTER, OKLAHOMA 74501  
 1-800-505-5101  
 FAX: (918)426-5924  
 E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

**DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.**





## SPECIFICATIONS

6' POLY VINYL COATED EXPANDED METAL TABLE TOP WITH TWO ATTACHED 72" X 10 1/2" SEATS. ALL CORNERS ARE ROUNDED. THE FRAME IS PORTABLE DESIGN.

COATED WITH A 1/8" TO 1/4" THICK PLASTISOL ULTRAVIOLET STABILIZED VINYL COATING FUSED AND BAKED TO A 90% GLOSS.

TABLE HEIGHT 31" APPROXIMATELY. SEAT HEIGHT IS 18" APPROXIMATELY. TOTAL OVERALL DIMENSIONS ARE 72" X 59 1/2" APPROXIMATELY.

TOP AND SEATS ARE MADE WITH HEAVY DUTY 3/4" #9 EXPANDED METAL INSIDE OF A 2" X 2" X 1/8" ANGLE IRON FRAME. ALL CENTER BRACES ARE MADE FROM 1/4" X 1 1/2" FLAT STEEL.

FRAME IS A 2" HEAVY GALVANIZED STEEL TUBING THAT IS GALVANIZED INSIDE AND OUT AND MEETS OR EXCEEDS THE YIELD AND TENSILE OF SCH 40 PIPE. CONSTRUCTED SO AS TO PROHIBIT RAIN WATER FROM COLLECTING AT GROUND LEVEL. COATED WITH A BAKED ON POLYESTER POWDER COAT FINISH.

THE CROSS BRACE IS MADE OF 1" GALV. STEEL TUBING.

ALL HARDWARE IS NON-CORROSIVE.  
WEIGHT FOR THE T6RC IS 217 LB.

## MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use. Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine Webcoat part replacements if needed.



# T8RCHDCP

**8' REGAL STYLE  
HANDICAP TABLE  
PORTABLE DESIGN**

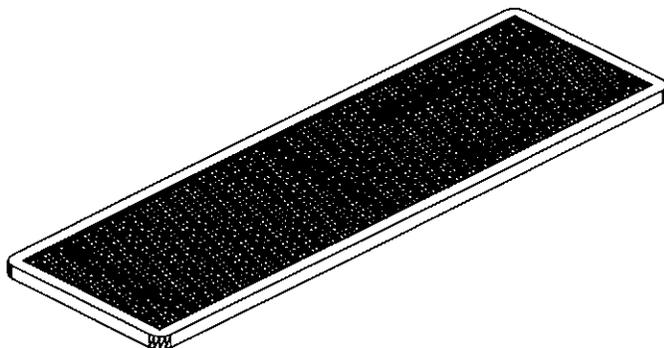
WEBCOAT PRODUCTS  
 P.O. BOX 3160  
 McALESTER, OKLAHOMA 74501  
 1-800-505-5101  
 FAX: (918)426-5924  
 E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

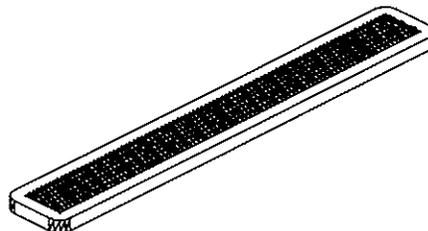
**DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.**



# PARTS IDENTIFICATION



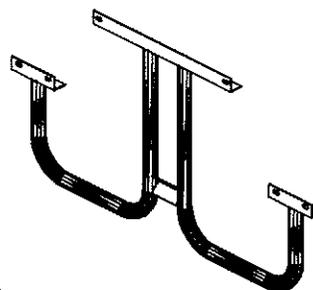
(A) 8' RCHDCP TOP



(B) 6' RCHDCPV SEAT



(C) DIAGONAL



(D) BENCH FRAME

## PARTS LIST

ITEM	PART#	DESCRIPTION	QTY.
A	TT8RCHDCP	8' RCHDCP TOP	1
B	S6RCHDCP	6' RCHDCP SEAT	2
C	D8THDCP	DIAGONAL	2
D	FH	"H" FRAME	2

ITEM	HARDWARE DESCRIPTION	QTY.
HW1	5/16" X 18 NYL LOCKNUTS	15
HW2	5/16" X 18GA CAP BOLTS	15
HW3	5/16" FLAT WASHERS	30
HW4	BOLT GUARDS	15

ASSEMBLY TOOLS REQUIRED  
2- 1/2" WRENCHES

## HARDWARE IDENTIFICATION



(HW1) 5/16" X 18 NYL LOCKNUTS



(HW2) 5/16" X 18 GAUGE CAP BOLTS



(HW3) 5/16" FLAT WASHERS



(HW4) BOLT GUARDS

# ASSEMBLY PROCEDURES

## STEP 1

LAY TOP UPSIDE DOWN ON A SMOOTH FLAT SURFACE. MOUNT ONE SET OF H FRAMES TO EACH END OF TABLE, SQUARED TO THE TOP. TABS WELDED ON FRAMES FOR DIAGONALS MUST BE FACING EACH OTHER. ANGLE IRON ON FRAMES MUST BE BOLTED TO OUTSIDE OF BRACES ON TABLE TOP. FASTEN BY MEANS OF FOUR 5/16" X 1 1/2" CAP BOLTS, EIGHT 5/16" FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

## STEP 2

MOUNT THE SET OF DIAGONALS TO HOLE ON CENTER BRACE OF TABLE TOP. MOUNT OTHER END OF DIAGONAL TO THE 1 1/2" X 1 1/2" ANGLE IRON ON FRAME. FASTEN TOGETHER BY MEANS OF THREE 5/16" X 1 1/2" CAP BOLTS, SIX FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

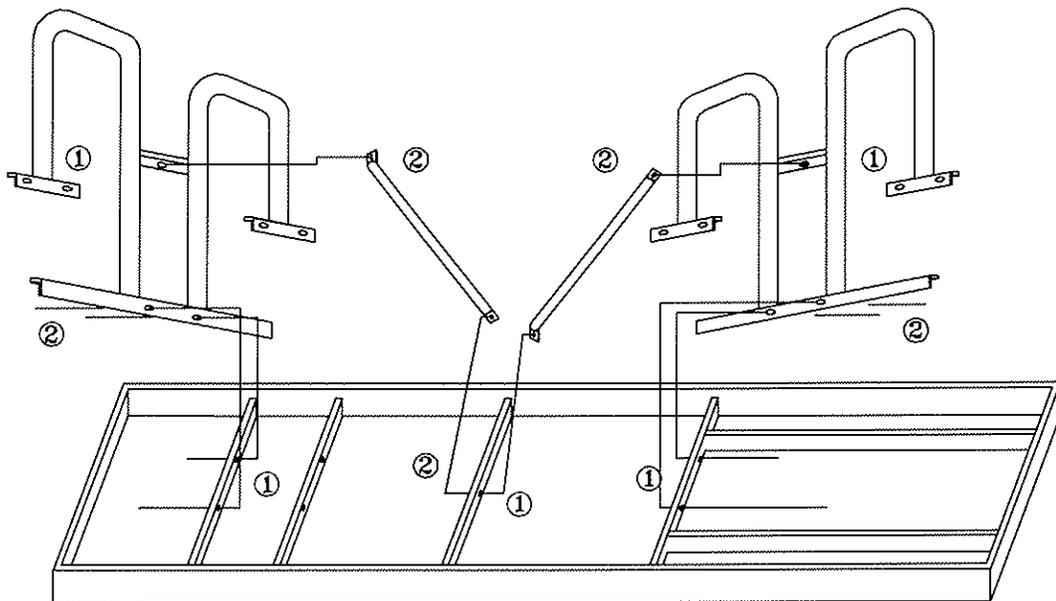
## STEP 3

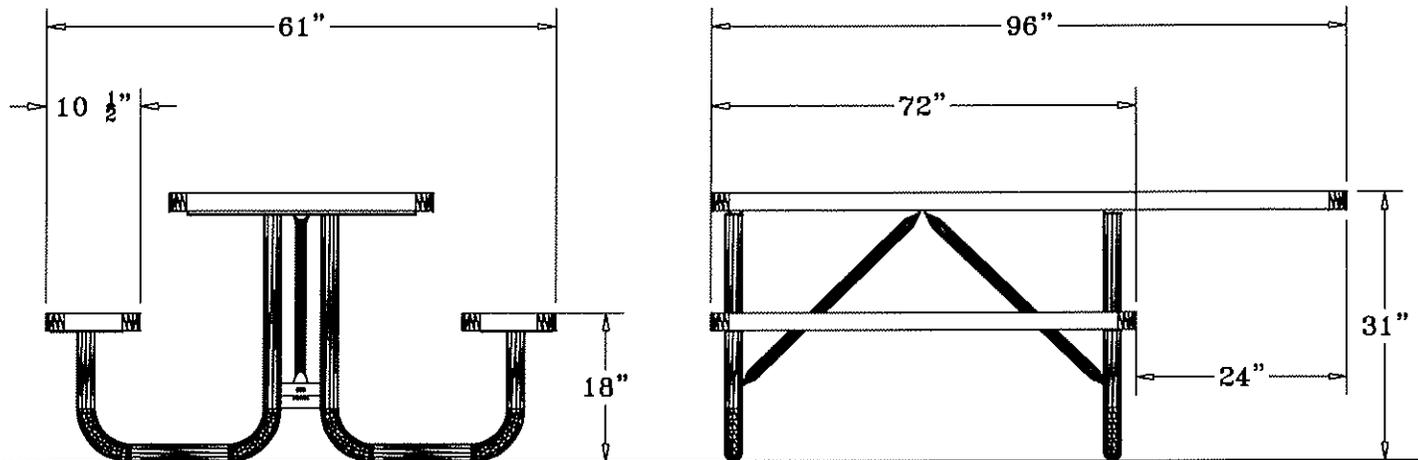
CAREFULLY SET TABLE UPRIGHT. ATTACH THE SEATS TO FRAMES BY MEANS OF EIGHT 5/16" X 1 1/2" HEXBOLTS, SIXTEEN FLAT WASHERS AND EIGHT 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

## STEP 4

TIGHTEN ALL BOLTS IN ALTERNATING PATTERNS TO KEEP THE FRAMES STRAIGHT UNDER THE TOPS AND SEATS AS YOU ARE TIGHTENING.

1	CAP BOLT & WASHER
2	WASHER & LOCK NUT





## SPECIFICATIONS

8' POLY VINYL COATED EXPANDED METAL TABLE TOP WITH TWO ATTACHED 72" X 10 1/2" SEATS. SEATS ARE TO ONE END OF TABLE TO ALLOW FOR 24" OF WHEELCHAIR ACCESS, WHICH CONFORMS TO THE ADA STANDARDS. (ADAAG 4.32.3)

COATED WITH A 1/8" TO 1/4" THICK PLASTISOL ULTRAVIOLET STABILIZED VINYL COATING FUSED AND BAKED TO A 90% GLOSS.

TABLE HEIGHT 31" APPROXIMATELY. SEAT HEIGHT IS 18" APPROXIMATELY. TOTAL OVERALL DIMENSIONS ARE 96" X 61" APPROXIMATELY.

TOP AND SEATS ARE MADE WITH HEAVY DUTY 3/4" #9 EXPANDED METAL INSIDE OF A 2" X 2" X 1/8" ANGLE IRON FRAME. ALL CENTER BRACES ARE MADE FROM 1/4" X 1 1/2" FLAT STEEL.

FRAME IS A 2 3/8" HEAVY GALVANIZED STEEL TUBING THAT IS GALVANIZED INSIDE AND OUT AND MEETS OR EXCEEDS THE YIELD AND TENSILE OF SCH 40 PIPE. CONSTRUCTED SO AS TO PROHIBIT RAIN WATER FROM COLLECTING AT GROUND LEVEL. COATED WITH A BAKED ON POLYESTER POWDER COAT FINISH.

THE CROSS BRACE IS MADE OF 1" GALV. STEEL TUBING.

ALL HARDWARE IS NON-CORROSIVE.

WEIGHT FOR THE T8RCHDCP IS 238 LBS.

## MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use. Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine Webcoat part replacements if needed.



# AGENDA COMMENTARY

**Discussion Date:** 04/23/2015

**Approval Date:** 04/23/2015

**Submitted By:** Brian Smith

## SUBJECT:

Consider awarding a bid to Lone Star Construction for the demolition and re-build of Water Well #3 Pump House in an amount not to exceed \$96,871.12;

## DISCUSSION:

On March 24, 2015 bids were opened to remove and replace Water Well #3 Pump House located at Snyder and 2nd Street and Lone Star Construction was the lowest bidder at \$96,871.12. An award letter will be sent upon approval.

Funds will come from Fund 233 Series 2008 Certificates of Obligation designated for water & sewer improvements.

## RECOMMENDATION:

Move to award a bid to Lone Star Construction for the demolition and re-build of Water Well #3 Pump House in an amount not to exceed \$96,871.12.

## ATTACHMENTS:

- |                   |    |
|-------------------|----|
| 1. Bid Tabulation | 4. |
| 2.                | 5. |
| 3.                | 6. |

**Submitted by:**

**Brian Smith**

Digitally signed by Brian Smith  
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US  
Date: 2015.04.14 16:20:40 -05'00'

**Department Head**

**Funds Available:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=roland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.15 11:15:21 -05'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.14 16:49:15 -05'00'

**City Attorney**

**Approved By:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=roland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.04.15 11:15:30 -05'00'

**City Manager**