

# City of Alvin, Texas

Paul Horn, Mayor

Keith Thompson, Mayor Pro-tem, District C  
Brad Richards, At Large Pos. 1  
Joel Castro, At Large Pos. 2  
Scott Reed, District A



Adam Arendell, District B  
Glenn Starkey, District D  
Gabe Adame, District E

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## ALVIN CITY COUNCIL AGENDA THURSDAY NOVEMBER 1, 2018

7:00 P.M.

(Council Chambers)

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

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

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, NOVEMBER 1, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### REGULAR MEETING AGENDA

#### 1. CALL TO ORDER

#### 2. INVOCATION AND PLEDGE OF ALLEGIANCE

#### 3. PRESENTATIONS

- A. Check Presentation to Paul Stanton of Stanton's Shopping Center as the recipient of the Alvin Downtown Business Incentive Grant for FY18.

#### 4. PUBLIC COMMENT

#### 5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

- A. Consider approval of the October 18, 2018 City Council meeting minutes.
- B. Consider an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for a term of two (2) years, and authorize the City Manager to sign the agreements upon legal review.
- C. Consider final plat of Walker Estates (located at 530 County Road 133A), being a tract of land out of the H. Stevens Survey, Abstract 595, Brazoria County, Texas.
- D. Consider a final plat of Southern Colony Section 4C (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 32.711 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas.

- E. Consider a final plat of Alexander Meadows Addition (located along the east side of County Road 99 north of County Road 145), being a 4.99-acre tract of land situated in the William J. Cannon Survey, Abstract 177, Brazoria County, Texas, being all that certain called 5.00-acre tract of land described in deed to John H. Alexander, Jr., as recorded in document no. 96-017345, official records of Brazoria County, Texas.
- F. Consider a final plat of Udave's Place (located at 302 Munson Road), being a subdivision of 0.4941 acres in the Hooper and Wade Survey, Section 21, A-421, City of Alvin, Brazoria County, Texas.

## 6. OTHER BUSINESS

- A. Receive and acknowledge receipt of the Financial and Quarterly Investment reports ending September 30, 2018.
- B. Consider Resolution 18-R-38, approving the First Amendment to the Utility Services Agreement for Martha's Vineyard Development, and authorized the Mayor to sign.
- C. Consider a waiver of all building permit fees associated with the repair of damages sustained as a result of Hurricane Harvey for the home located at 3407 Meadowlark Lane.

## 7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

## 8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

## 9. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. Texas Government Code 551.072 – deliberation regarding the purchase, exchange, lease or value of real property, commonly called the former Municipal Landfill Property.

## 10. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item if necessary.

## 11. ADJOURNMENT

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I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, October 29, 2018 at 4:00 P.M.



A handwritten signature in blue ink, which appears to read "Dixie Roberts", is written over a horizontal line.

Dixie Roberts, City Secretary

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

**\*\* All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
August 21, 2018**

**BE IT REMEMBERED**, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Jake Starkey, Vice Chair; Nicole Kelinske, Secretary; Ashley Davis; Santos Garza; Randy Reed; Charles Buckelew; and Chris Hartman. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Martin Vela and Darrell Dailey were absent.

**1. Call To Order.**

Call to order at 6:00 p.m.

**2. Petition and Requests from the Public.**

There were no petitions or requests from the public.

**3. Approve the Minutes of the Planning Commission meeting of July 17, 2018.**

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of July 17, 2018. Seconded by Chris Hartman, the motion carried on a vote of 7 ayes and 0 nays.

**4. Consider a final plat of Hertenberger Homes, being a subdivision of 3.2494 acres (141,547 square feet), in the Francis Moore League Grant, A-100, also being a partial replat of lot 6 of the Masterson Subdivision recorded in volume 29, page 1, plat records of Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Reed, the motion carried on a vote of 7 ayes, 0 nays.

**5. Consider a final plat of Southern Colony Section 4B, being a subdivision of 28.305 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas being a replat of lot 13, 18, and 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 deed records, of Fort Bend County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 ayes, 0 nays.

**6. Items of Community Interest.**

Nicole Kelinske would like to look at the subdivision ordinance green space requirements at the next Planning Commission meeting. Jake Starkey mentioned the Alvin Upfront Citizens Academy is a good opportunity to learn the functions of the city.

**7. Staff report and update.**

Michelle Segovia stated there is a public hearing on the agenda for the September 6<sup>th</sup> regular City Council meeting so the public can speak on the Impact Fee Update Report.

There will also be an item on the agenda for City Council to discuss.

**8. Items for the next meeting.**

Michelle Segovia stated Junru Roland was appointed as our City Manager.

**10. Adjournment.**

Commission Member Buckelew motioned to adjourn the meeting, seconded by Member Davis. The motion carried on a vote of 7 ayes. The meeting ended at 6:17 p.m.

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY OCTOBER 18, 2018**  
**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 Keith Thompson; Councilmembers: Gabe Adame, Joel Castro, Glen Starkey, and Keith Thompson.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Larry Buehler, Economic Development Director; Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Darryl Beck of Chocolate Bayou Worship Center gave the invocation.

Council member Castro led the Pledge of Allegiance to the American Flag and Council member Thompson led the Pledge to the Texas Flag.

**PRESENTATIONS**

**Check Presentation to the Moises De La O of Fade Stop Barber Shop, as the recipient of the Alvin Downtown Business Incentive Grant for FY18.**

*Council approved the creation of the Downtown Business Incentive Grant program that encourages business owners to make improvements to downtown locations. The approved allocation was for a 50% match for up to \$2,100. Mr. De La O submitted his application, and the Grant Review Committee reviewed and approved the project. This project qualified for \$2,100 of the \$25,000 budgeted amount for the 2018 fiscal year award. The approved project allowed for the installation of a new LED lit wall sign to display the business name. The project was completed with an inspection certificate awarded by the City of Alvin Building Department.*

Mayor Horn, members of City Council and Economic Development staff presented a check to Moises De La O of Fade Stop Barber Shop, recipient of the Alvin Downtown Business Incentive Grant.

**Alvin Animal Adoption Center Departmental Update.**

Autumn Miller, Animal Shelter Manager, gave a departmental update on the Animal Adoption Center.

**PUBLIC COMMENT**

Eugene Bauer, addressed the Council to suggest that the departmental updates included more detail.

**PUBLIC HEARING**

**Public hearing on the Strategic Partnership Agreement for the Walton Development, more formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49.**

Mayor Horn opened the public hearing at 7:20 p.m.

Becky Collins spoke in favor of the Walton Development Strategic Partnership Agreement.

Mayor Horn closed the public hearing at 7:23 p.m.

**CONSENT AGENDA**

- A. **Consider approval of the October 4, 2018 City Council meeting minutes.**

- B. Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters (second reading).

*On July 19, 2018, Walton Texas, petitioned the City for the discontinuance of approximately 817 acres of land, and the jurisdictional annexation of approximately 4.51 acres of land, consisting of a five (5) foot wide strip, the majority of said property being located within Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. These MUDs 48 and 49 will become extra territorial jurisdiction MUDs.*

*The discontinuance and jurisdictional annexation property are more particularly described by metes and bounds in Exhibits A and B, attached to Ordinance 18-Q.*

*On August 2, 2018, Council approved the commencement of discontinuance and annexation procedures, and held two (2) public hearings as required by law on September 6, 2018, and September 13, 2018.*

*Staff recommends approval of Ordinance 18-Q on this second and final reading. The first reading of this ordinance passed on October 4, 2018.*

- C. Consider Resolution 18-R-37, setting one (1) public hearing for November 15, 2018, for the termination of a contiguous geographic area within City of Alvin known as Reinvestment Zone Number Three, City of Alvin, Texas, for tax increment financing purposes, pursuant to Chapter 311 of the Texas Tax Code.

*The City passed and approved Ordinance 04-VV, on September 16, 2004, designating and creating Reinvestment Zone Number Three over the approximately 793-acre area described in Exhibit A, and depicted in the map attached hereto as Exhibit B, to promote the redevelopment of the area. The Zone has not issued tax increment bonds or notes for the Zone, has not undertaken any obligations pursuant to agreements entered into to implement the project plan or reinvestment zone financing plan, and has not established a Board of Directors, and therefore, the Zone is no longer be needed. This Resolution sets the public hearing for the termination of a contiguous geographic area within City of Alvin, known as Reinvestment Zone Number Three, City of Alvin, Texas, for tax increment financing purposes, pursuant to Chapter 311 of the Texas Tax Code. Staff recommends approval of Resolution 18-R-37.*

- D. Acknowledge receipt of the Fiscal Year 2018 Quarterly Capital Improvement Projects Report and Comprehensive Plan Implementation Report.

*Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.*

*Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date (FY18).*

- E. Accept resignation from Parks & Recreation Board Member, Debra Palin.

*Debra Palin submitted her resignation from the Parks & Recreation Board for her term ending on December 31, 2018. This agenda item is the formal acceptance of her resignation.*

*With the resignation of Ms. Palin, there are now six (6) members on this Board. The Charter states that there must be at least seven (7) no more than nine (9) residents serving on this board.*

*City Council will consider board appointments in December 2018. There are no current applicants for service on the Parks Board. Advertisements for volunteers will begin the end of October.*

- F. Consider a one-year contract extension through December 31, 2019, with Wells Fargo Bank for depository and banking services for the City of Alvin.

*On August 20, 2015, Council approved a depository agreement with Wells Fargo to be the City's depository and provider of banking services. The current contract began on January 1, 2016, and extends through December 31, 2018, with two possible one-year extensions. Staff requests that Council approve a one-year extension from January 1, 2019 through December 31, 2019 to Wells Fargo Bank.*

Item D was removed by Council member Adame. Council member Thompson moved to approve the remaining items of the consent agenda. Seconded by Council member Richards; motion carried on a vote of 5 Ayes.

### **OTHER BUSINESS**

#### **Acknowledge receipt of the Fiscal Year 2018 Quarterly Capital Improvement Projects Report and Comprehensive Plan Implementation Report.**

This item was removed from the consent agenda for consideration and discussion. *Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.*

Following discussion regarding the proposed parking lot in the downtown area near the Alvin-Manvel Chamber of Commerce building, Councilmember Adame moved to acknowledge receipt of the Fiscal Year 2018 Quarterly Capital Improvement Projects Report and Comprehensive Plan Implementation Report. Seconded by Council member Thompson; motion carried on a vote of 5 Ayes.

#### **Consider Resolution 18-R-36, adopting the Development Agreement with Walton Texas, LP, for the Walton Texas Master Planned Development, and authorize the Mayor to sign, subject to legal review.**

*Walton Texas, LP, (the Owner) has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. Walton Texas, LP and the City of Alvin have been working on the development agreement documents since the Memorandum of Understanding was approved by the City and the Owner on February 2, 2017. These documents, along with their exhibits, outline how the development will take place, and includes a master conceptual plan, a major thoroughfare plan, and a master parks plan. Separate Strategic Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.*

Discussion was had on the lot sizes of this development.

Council member Castro moved to approve Resolution 18-R-36, adopting the Development Agreement with Walton Texas, LP, for the Walton Texas Master Planned Development, and authorize the Mayor to sign, subject to legal review. Seconded by Council member Thompson; motion carried on a vote of 4 Ayes, with Council member Adame voting No.

#### **Consider Ordinance 18-R, granting consent to the creation of Brazoria County Municipal Utility District Number 48; containing various provisions related to the foregoing subject; and making certain findings related thereto.**

*Walton Texas, LP, has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes land outlined in Municipal Utility Districts (MUDs) Number 48 and Number 49. MUD 48 includes approximately 492.77 acres of land, which, as of the passing of City of Alvin Ordinance 18-Q, is now in the City of Alvin's ETJ. This action will consent to the creation of the Brazoria County MUD 48, and separate Strategic Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.*

Council member Thompson moved to approve Ordinance 18-R, granting consent to the creation of Brazoria County Municipal Utility District Number 48; containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Castro; motion carried on a vote of 5 Ayes.

#### **Consider Ordinance 18-S, granting consent to the creation of Brazoria County Municipal Utility District Number 49; containing various provisions related to the foregoing subject; and making certain findings related thereto.**

*Walton Texas, LP, has proposed a new master planned development located on FM 1462 next to the current Savannah Plantation development, and includes land outlined in Municipal Utility Districts (MUDs) Number 48 and Number 49. MUD 49 includes approximately 295.76 acres of land, which, as of the passing of City of Alvin Ordinance 18-Q, is now in the City of Alvin's ETJ. This action will consent to the creation of Brazoria County MUD 49, and separate Strategic*

*Partnership Agreements will outline how infrastructure will be constructed and services supplied to the development. Staff recommends approval.*

Council member Castro moved to approve Ordinance 18-S, granting consent to the creation of Brazoria County Municipal Utility District Number 49; containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Thompson; motion carried on a vote of 5 Ayes.

Consider a Professional Services Agreement to prepare preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), and authorize the City Manager to sign, subject to legal review. *The City plans to apply for upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). Grant Works was selected by the City for the application and administrative services for this process. The first step in this process is to select an engineering firm. These services are being solicited to assist the City in its application preparation and project implementation of a CDBG contract(s), if awarded, to support eligible activities in the City. Such activities could include generators for city buildings and/or lift stations, drainage and detention. On September 30, 2018, the City posted, and Grant Works sent out a Request for Qualification for engineering services to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Responses to the RFQ are due by 2:00 p.m. on Wednesday, October 17, 2018. Staff will be reviewing the submitted proposals and will making a recommendation to Council.*

*Staff recommends awarding a professional services agreement to LJA Engineering, Inc. for potential Community Development Block Grant – Disaster Recovery funding.*

Council member Thompson moved to approve a Professional Services Agreement with LJA Engineering, Inc. to prepare preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), and authorize the City Manager to sign, subject to legal review. Seconded by Council member Castro; motion carried on a vote of 5 Ayes.

Consider a Professional Services Agreement to conduct an engineering study if applicable, to determine the scope of work and prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB), and authorize the City Manager to sign, subject to legal review.

*The City plans to apply for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). Grant Works was selected by the City for the application and administrative services for this process. The first step in this process is to select an engineering firm. These services are being solicited to assist the City in its application preparation and project implementation of a Hazard Mitigation Grant to support eligible activities in the City. On September 30, 2018, the City posted, and Grant Works sent out a Request for Qualification for engineering services to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Responses to the RFQ are due by 2:00 p.m. on Wednesday, October 17, 2018. Staff will be reviewing the submitted proposals and will making a recommendation to Council.*

*Staff recommends awarding a professional services agreement to LJA Engineering, Inc. for engineering study, scope and design for funding from the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB).*

Council member Castro moved to approve a Professional Services Agreement with LJA Engineering, Inc. to conduct an engineering study if applicable, to determine the scope of work and prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final

inspections for the Texas Hazard Mitigation Assistance Grant(s) from the Texas Hazard Mitigation Assistance (HMA) Program of the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB), and authorize the City Manager to sign, subject to legal review. Seconded by Council member Richards; motion carried on a vote of 5 Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Mr. Junru Roland reviewed the preliminary list for the November 1, 2018 City Council meeting.

### **ITEMS OF COMMUNITY INTEREST**

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked Autumn Miller and her staff for maintaining an excellent animal adoption center. He also thanked Mr. Roland for the grass being cut on Hwy. 35.

Council member Castro thanked Autumn Miller and her staff for an outstanding animal shelter. He reminded everyone to be cautious of the children on Halloween and to go vote.

Council member Adame reminded everyone of the county fair and to go out and support the kids raising livestock.

Council member Starkey thanked Mr. Junru Roland, City Manager and Robert Lee, Police Chief for addressing a signage issue on highway 6. He complimented Council member Thompson for his presentation at the State of the City Address. He cautioned everyone to watch out for the children running around trick or treating.

Mayor Horn complimented Mayor Pro-Tem Thompson for standing in for him while he was not able to attend the past few meetings for medical reasons.

### **ADJOURNMENT**

Mayor Horn adjourned the meeting at 8:05 p.m.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Economic Development

**Contact:** Larry Buehler, Director

**Agenda Item:** Check Presentation to Paul Stanton of Stanton's Shopping Center as the recipient of the Alvin Downtown Business Incentive Grant.

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

**Summary:** Council approved the creation of the Downtown Business Incentive Grant program that encourages business owners to make improvements to downtown locations. The approved allocation was for a 50% match for up to \$1,887.97. Mr. Stanton submitted his application, and the Grant Review Committee reviewed and approved the project. This project qualified for \$1,887.97 of the \$25,000 budgeted amount for the 2018 fiscal year award. The approved project allowed for installation of nine (9) LED lights mounted atop Stanton's Shopping Center to illuminate the parking lot. The project was completed with an inspection certificate awarded by the City of Alvin Building Department.

**Funding Expected:** Revenue \_\_\_ Expenditure \_\_\_ N/A  **Budgeted Item:** Yes \_\_\_ No \_\_\_ N/A

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Pictures of Completed Project

**Recommendation:** Congratulate Paul Stanton on the successful installation of nine (9) new LED lights mounted atop Stanton's Shopping Center.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager







# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Public Services

**Contact:** Brian Smith, Director of Public Services

**Agenda Item:** Consider an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for a term of two (2) years, and authorize the City Manager to sign the agreements upon legal review.

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

**Summary:** A Request for Proposals (RFP) for on-call professional electrical services was advertised on August 12, 2018 and August 19, 2018. Responses to the RFP were received from three (3) electrical companies and have been reviewed by staff. Both TDEC and DM Electrical are qualified to perform electrical services for the City. Staff would like to use TDEC, Inc. as the primary contractor, and DM Electrical and Construction LLC, as the secondary contractor, for on-call professional electrical services for the City.

Staff is recommending TDEC over DM Electrical due to the following:

- Fast response time in emergency and as needed basis – proven over the past year
- All employees are residents of Alvin
- Cleanliness of work performed and job completion
- Community owned

The Electrical Services Agreements being considered will allow said companies to provide electrical services to Public Services Facilities (lift stations, WWTP, Water Wells), and to any other electrical needs of the City. Approval of this agreement will ensure that electrical services can be provided to City facilities.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Agreements
- TDEC Inc. & DM Electrical and Construction LLC SOQ

**Recommendation:** Move to approve an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor for on-call professional electrical services for two (2) years, and authorize the City Manager sign the agreements upon legal review.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ON-CALL PROFESSIONAL ELECTRICAL SERVICES AGREEMENT**  
**FOR THE CITY OF ALVIN**

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

This Agreement for ON-CALL PROFESSIONAL ELECTRICAL SERVICES (the “Electrical Services Agreement”) is made on this the \_\_\_\_ day of October 2018, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and TDEC, Inc., as the primary electrician Contractor (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the on August 12, 2018 and August 18, 2018, the City advertised for Requests for Proposals from electricians to provide on-call electrical services to the City of Alvin; and

**WHEREAS**, Requests for Proposals were received on or about August 23, 2018, and were extensively evaluated by the City staff; and

**WHEREAS**, through such evaluation by City staff it was determined that TDEC, Inc. presented the best rating based on the points of the evaluation criteria. Therefore, TDEC, Inc. will be the City’s primary on-call electrician, with DM Electrical and Construction LLC, as the secondary; and

**WHEREAS**, on or about October 4, 2018, the City Council awarded an On-Call Professional Electrical Services Agreement to TDEC, Inc. as the primary on-call electrician for the City;

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

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

**I.**  
**SCOPE OF SERVICES**

- 1.1 The scope of services will be determined by individual project needs. The scope will be on going and as needed.

- a. Contractor will be available as-needed on an on-call basis, prepared to perform routine and urgent electrical maintenance and repairs at the rates stated in the attached Exhibit A.
- b. Contractor agrees to perform the services and comply with the provisions specified in the Request for Proposals, and the Request and Contractor's Response to the Request for Proposals (attached hereto as Exhibit A and incorporated by reference), comprise a part of this Agreement as if fully set forth herein and such provisions form a part of this Agreement.

## **II. DUTIES OF CONTRACTOR**

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment, tools, transportation, permits and insurance necessary to perform the on-call electrical services at the various City facilities.
- 2.2 Contractor warrants that is shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Brazoria County, Texas, for work of this kind.
- 2.3 Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

## **III. TERM AND TERMINATION**

- 3.1 Subject to the provisions of this On-Call Professional Electrical Services Agreement, the term of this Agreement shall commence on October 1, 2018 and shall end on September 30, 2019, unless terminated earlier in accordance within the provisions hereof.
- 3.2 This Agreement may be renewed for two (2) successive one-year terms on the same terms and conditions, for a total of three (3) consecutive years, at the and each renewal term shall be attached to the Agreement as an Addendum. Each renewal shall be at the sole discretion of the City and must be evidenced in writing and approved by the appropriate authorities of each party.
- 3.3 The City of Alvin may cancel this Agreement without cause upon thirty (30) days written notice prior to date of termination.
- 3.4 Without limitation to such rights or remedies as the City shall otherwise have by law, the City shall have the right to terminate this Agreement or suspend work for any reason, upon ten (10) days' written notice to the Contractor.
- 3.5 The Contractor agrees to cease all work under this Agreement upon receipt of said written notice.

**IV.**  
**COMPENSATION**

- 4.1 Contractor shall perform the on-call electrical services required by this Agreement on a per request – per services performed basis.
- 4.2 Payment shall be made by the City for services rendered and upon submission of an invoice and the City’s approval of the work performed.
- 4.3 City agrees to pay Contractor a fee pursuant to the rates reflected in Contractor’s Response to the Request for Proposals, attached here to as Exhibit A, and incorporated by reference.
- 4.4 The City shall make payment within thirty (30) days upon receipt of Contractor’s invoice, pursuant to Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

**V.**  
**INSURANCE**

- 5.1 Minimum insurance requirements for Contractor awarded this Agreement shall be as follows:

**Coverage**

**Limits of Liability**

Worker’s Compensation shall conform to statutory requirements.

Comprehensive General Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000
Aggregate	\$2,000,000

- 5.2 The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

Comprehensive Automobile Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000

Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies described above,

with minimum limits of \$2,000,000.00 excess of the specified limits.

- 5.3 The City must be named as one of the insured in each of the above coverages, except Worker's Compensation.
- 5.4 Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.
- 5.5 All coverages must be with companies acceptable to the City. The Contractor will furnish the City with a copy of each insurance policy required in connection with this work.

## VI.

### RELEASE AND INDEMNIFICATION

- 6.1 **RELEASE: CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- 6.2 **INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**
  - a. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS' CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
  - b. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- c. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**6.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## **VII.** **NOTICE**

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

Public Services Department  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Phone No: (281) 388-4325

TDEC, Inc.  
911 South Gordon Street  
Alvin, Texas 77511  
Phone No.: (281) 331-3172

## **VIII.** **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and, in the event of litigation, venue will be in Brazoria County, Texas.

**IN WITNESS WHEREOF**, the parties have made and executed this On-Call Professional Electrician Services Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_day of October 2018.

**CITY OF ALVIN, TEXAS**

**TDEC, INC.**

By: \_\_\_\_\_  
Junru Roland  
City Manager

By: \_\_\_\_\_  
Terry Droege  
President

# **EXHIBIT "A"**



Received 8/22/18 - 4:00 p.m.  
Opened 8/23/18 - 2:15 p.m.  
City Secretary's Office

August 20, 2018

Ms. Dixie Roberts  
City of Alvin  
216 West Sealy  
Alvin, Texas 77511

Dear Ms. Roberts,

Please find attached the 2018 Request for Proposal for On-Call Electricians.

TDEC, Inc. has been in business 24 years, with all of those years being located in Alvin. We are committed to the growth and support of our community. During those years, we have worked alongside the city on various projects including electrical, committees, community and civic events.

Our scope of work includes Industrial, Commercial, Oilfield and Residential. We work well with the City Permits and Inspections departments. We have qualified employees with the knowledge to maintain city property, new installations and repair or replace electrical systems. All of our employees are well versed in motor control, panel work and troubleshooting. They are familiar with the city's facilities and locations of the various lift stations, treatment plants and city offices.

Thank you again for the opportunity to submit our Proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Terry Droege". The signature is fluid and cursive, written in a professional style.

Terry Droege  
President  
Master Electrician #16555

# City of Alvin

## Request for Proposals for On-Call Electricians

### 1. Company Information

- TDEC, Inc. Electrical Contractors
- Physical and Mailing location  
911 South Gordon Street  
Alvin, TX 77511
- Phone – 281-331-3172
- Fax – 281-585-5490
- Website – [www.tdecinc.com](http://www.tdecinc.com)

### 2. Primary Contact

Terry Droege  
[terry@tdecinc.com](mailto:terry@tdecinc.com)  
281-331-3172 office  
281-932-8663 cell

### 3. About TDEC, Inc. and Staff

TDEC, Inc. has been in business since 1994. From December 1994 until January 1997, it was registered as a dba, TD Electric Company. In January 1997, TDEC, Inc. was formed and has been operating as an S Corporation since. We just celebrated our 23<sup>rd</sup> year in business. TDEC, Inc. has received the Alvin Manvel Chamber of Commerce Small Business of the Year award in 2008 and 2013. Terry is Past President of Alvin Rotary Club, Charter member and Past President of Alvin Sunrise Rotary Club, served 6 years on Alvin City Council, one year as Mayor Pro-Tem and Chairman of the Brazoria County Fair Association Calf Scramble Committee. He is active on the San Jacinto College Electrical Advisory Board and has been nominated to participate on the Texas Department of Licensing and Regulation Code Book Review committee. He and Jody are very active in the community and supports growth and new business.

Our electrical background includes but is not limited to installation, replacement and repair of electrical systems and motors, lighting and all other electrical needs. We have experience in maintenance as well as new installations. Industrial, Commercial, Oilfield and Residential work makes up our 500 plus customer base. Our relationship with Texas New Mexico Power and CenterPoint Energy is in good standing which has proven to be beneficial to our customers.

TDEC, Inc. is a member of the BuyBoard Co-op program.

Terry holds Texas Master License #16555 and TDEC, Inc. is recognized by the State of Texas as an Electrical Contractor; License #18981. Both are in good standing with the State of Texas and the Texas Department of Licensing and Regulation.

TDEC, Inc. employees are on call and available 24 hours a day, 7 days a week. We own 5 fully equipped and stocked trucks, 1 Bucket Truck and an Ariel Lift. We keep a full inventory of materials, supplies and equipment at our shop saving time on the job and helps to keep costs down. We have certified Forklift drivers.

### Our Staff

TDEC, Inc. currently employs 6 electricians and 3 administrative employees.

- **(3) Electricians**

**Terry Droege, President, Master Electrician 40 years' experience.** Terry has been hands on with the company since its inception in Dec 1994. He has Commercial, Industrial, Oilfield, Residential and Pole Line experience. Terry was responsible for the Amine plants built by Hilcorp in Fulshear and is well versed in motor control, VSD's, Panel diagrams and the Bidding process.

**Glen Booth, Journeyman Electrician, 27 years' experience.** Glen joined TDEC in December of 2016 and brings many years of panel and control work with him. Glen is patient which makes him an asset when it comes to troubleshooting an issue.

**Sylvia Villarreal, Journeyman Electrician, 5 years' experience.** The newest employee, Sylvia started with us in January 2017. She is strong-willed and eager to work with whoever she is assigned to. She has experience in control panels, lighting and wiring.

**Vernon Hillers, Apprentice Electrician, 16 years' experience.** Vernon started with TDEC in November 2011 and is a lead supervisor and well versed in motor control, the bidding process, safety of employees, monitors all shop activity and steps in during the absence of the owner.

**Darryl Peters, Apprentice Electrician, 10 years' experience.** Darryl joined TDEC in November 2011 and immediately took an interest in expanding his knowledge in the electrical field. He is lead electrician and can be trusted on any job to take control and get the job done. He has an attention to detail and constantly strives to learn more. Understands Motor Control, Panel Work and Troubleshooting.

**Jeff Alexander, Apprentice Electrician, 4 years' experience.** Jeff has been TDEC since July 2014. He was hired as a shop hand and quickly became an apprentice that could be relied on by the Journeymen and lead electricians.

- **(4) Administrative**

Jody Droege, Vice President

[jody@tdecinc.com](mailto:jody@tdecinc.com)

281-932-8664 cell

Eileen Mancil, Office Manager, Accounts Receivable, Safety Officer

[eileen@tdecinc.com](mailto:eileen@tdecinc.com)

281-331-3172

Lauren Womack, Clerical

## 5. Insurance

We carry General Liability, Automobile, General Umbrella and Workers Compensation Insurance. The General Liability also carries a blanket additional insured endorsement as well as a blanket waiver of subrogation. A current certificate is on file with the City of Alvin.

- **General Liability** – Travelers Property & Casualty  
Each Occurrence \$1,000,000  
Personal & Adv Injury \$1,000,000  
General Aggregate \$2,000,000  
Products – Comp/Op Agg \$2,000,000
- **Automobile** – Travelers Property & Casualty  
Combined Single Limit \$1,000,000
- **Umbrella Liability** – Travelers Lloyds of Texas  
Each Occurrence \$5,000,000  
Aggregate \$5,000,000
- **Workers Compensation and Employers' Liability** – Texas Mutual Insurance Company  
Each Accident \$1,000,000

## 6. Fee Schedule

- Master \$125.00 / hour
  - Journeyman Electrician 100.00 / hour
  - Journeyman Electrician Overtime 150.00 / hour
  - Apprentice Electrician 75.00 / hour
  - Apprentice Electrician Overtime 112.50 / hour
- Rates are per hour based on a two (2) hour minimum, with work to be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Saturday, Sunday, holiday and after-hours work will be charged the overtime rate with a four (4) hour minimum. We are available for service 24 hours a day, 7 days a week.
  - Our rates increase once every 5 years to keep up with current industry standards. Our next increase will take place in 2020.
  - Material mark-up is industry standard at 30 percent
  - Rental of any special equipment needed to complete job, will also have the industry standard mark-up applied to the final cost.

## 7. On-site Response Time

- Non-Emergency – within the regular work day or as in most cases, scheduled ahead of time
- Urgent – within 2-4 hours based on type of urgency
- Emergency - immediately

## 8. Experience, Customers and Other Information

We have completed projects from small to over \$2,000,000. Over the past twelve (12) months, we have completed approximately 900 listed jobs.

Recent large projects include:

- **City of Alvin, 216 West Sealy, Alvin, TX**  
Our 2 years history includes work performed at various Lift Stations throughout the City. Changing PLC's at Waste Treatment Plant, Changed Main Breakers on various pumps at the Sewer Plant. Water Treatment Plant transducers were changed out. At the PSF Building, we installed power for the new sign. Our scope of work includes but not limited to Motor Controls, SCADA System, Relays Systems, Starter Panels, Sump Pump Motors, tracing wires, and much more.
- **Alvin ISD, 301 E. House Street, Alvin, TX**  
Repaired ballast and bulbs on AHS Stadium lighting, added new lights at the AHS Baseball Field, performed control work on chillers, and added various lights in different schools throughout the district. Installed underground and overhead electrical for portable classrooms and buildings. Ran conduit and fiber optic wiring in various schools for their new communication system.
- **Chocolate Bayou Federal Credit Union, 1301 N. Hwy 35 Bypass, Alvin, TX.**  
Installation of Generac Generator. Work included installing an electrical panel specifically for the generator, working with both the power and gas companies to provide their access, installing the generator itself and involved in the initial startup. Job cost \$71,800
- **Sage Commercial - Amoco Federal Credit Union, 1299 E. Hwy 6, Alvin, TX.**  
New construction of building and drive thru lanes. All electrical from ground work to lighting, wiring for security system, ATM machine, energy efficient lighting in offices. Job cost \$125,911

- **IHI Kiewit, Cove Point Job, Houston office. Job located in North Texas.**

Pre-wired motors and heaters on the cooling fans for transportation to final destination in Maryland. All materials used were explosion proof. Job cost \$2.32million

We have a solid reputation for providing safe, time managed quality work, logging in over 512, 000 safe hours since our inception. TDEC employees maintain a professional appearance and behavior whether working in the oil field or in an office setting. Our jobs are scheduled in such a way that a customer is usually not kept waiting for us to arrive. If an emergency arises, the customer is promptly notified and re-scheduled at their request and convenience.

Below are a few of our repeat customers. Some of who have been with us since the beginning (noted by an \*).

- Alvin ISD\*
- Alvin Memorial Gardens
- City of Alvin
- Clean Ride Car Wash
- Denbury Onshore\*
- Elliott Oil & Gas\*
- Gaither Petroleum\*
- Hawkins Lease Services
- HEB\*
- Hilcorp Energy\*
- Joe's BBQ
- Phoenix Millworks
- RiceTec\*
- Ron Carter Automotive
- T & L Lease Service\*
- Texas Advantage Community Bank
- Weatherford\* (Alvin, Pearland, Brazos and Sugarland locations)

## Professional References

- Weatherford Alvin  
PO Box 2027  
Alvin, TX 77512  
Mr. Andy Hickman  
281-331-5505
- RiceTec, Inc.  
PO Box 1305  
Alvin, TX 77512  
Mr. Chris Hulsey  
281-331-5655
- Alvin ISD  
301 E. House Street  
Alvin, TX 77511  
Mr. Charles Krampota  
281-380-5143
- Elliott Oil & Gas  
26619 Oakridge Drive  
The Woodlands, TX 77380  
Mr. Lonnie Grohman  
713-824-8672
- Chocolate Bayou Federal Credit Union  
1301 N. Hwy 35 Bypass  
Alvin, TX 77511  
Mr. Gary Angeles  
281-331-2253 ext. 1101

**ON-CALL PROFESSIONAL ELECTRICAL SERVICES AGREEMENT**  
**FOR THE CITY OF ALVIN**

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

This Agreement for ON-CALL PROFESSIONAL ELECTRICAL SERVICES (the “Electrical Services Agreement”) is made on this the \_\_\_\_ day of October 2018, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and DM Electrical and Construction LLC, as the secondary electrician Contractor (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the on August 12, 2018 and August 18, 2018, the City advertised for Requests for Proposals from electricians to provide on-call electrical services to the City of Alvin; and

**WHEREAS**, Requests for Proposals were received on or about August 23, 2018, and were extensively evaluated by the City staff; and

**WHEREAS**, through such evaluation by City staff it was determined that TDEC, Inc. presented the best rating based on the points of the evaluation criteria. Therefore, TDEC, Inc. will be the City’s primary on-call electrician, with DM Electrical and Construction LLC, as the secondary; and

**WHEREAS**, on or about October 4, 2018, the City Council awarded an On-Call Professional Electrical Services Agreement to DM Electrical and Construction LLC, Inc. as the secondary contractor for on-call professional electrical services for the City;

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

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

**I.**  
**SCOPE OF SERVICES**

- 1.1 The scope of services will be determined by individual project needs. The scope will be on going and as needed.

- a. Contractor will be available as-needed on an on-call basis, prepared to perform routine and urgent electrical maintenance and repairs at the rates stated in the attached Exhibit A.
- b. Contractor agrees to perform the services and comply with the provisions specified in the Request for Proposals, and the Request and Contractor's Response to the Request for Proposals (attached hereto as Exhibit A and incorporated by reference), comprise a part of this Agreement as if fully set forth herein and such provisions form a part of this Agreement.

## **II. DUTIES OF CONTRACTOR**

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment, tools, transportation, permits and insurance necessary to perform the on-call electrical services at the various City facilities.
- 2.2 Contractor warrants that is shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Brazoria County, Texas, for work of this kind.
- 2.3 Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

## **III. TERM AND TERMINATION**

- 3.1 Subject to the provisions of this On-Call Professional Electrical Services Agreement, the term of this Agreement shall commence on October 1, 2018 and shall end on September 30, 2019, unless terminated earlier in accordance within the provisions hereof.
- 3.2 This Agreement may be renewed for two (2) successive one-year terms on the same terms and conditions, for a total of three (3) consecutive years, at the and each renewal term shall be attached to the Agreement as an Addendum. Each renewal shall be at the sole discretion of the City and must be evidenced in writing and approved by the appropriate authorities of each party.
- 3.3 The City of Alvin may cancel this Agreement without cause upon thirty (30) days written notice prior to date of termination.
- 3.4 Without limitation to such rights or remedies as the City shall otherwise have by law, the City shall have the right to terminate this Agreement or suspend work for any reason, upon ten (10) days' written notice to the Contractor.
- 3.5 The Contractor agrees to cease all work under this Agreement upon receipt of said written notice.

**IV.**  
**COMPENSATION**

- 4.1 Contractor shall perform the on-call electrical services required by this Agreement on a per request – per services performed basis.
- 4.2 Payment shall be made by the City for services rendered and upon submission of an invoice and the City’s approval of the work performed.
- 4.3 City agrees to pay Contractor a fee pursuant to the rates reflected in Contractor’s Response to the Request for Proposals, attached here to as Exhibit A, and incorporated by reference.
- 4.4 The City shall make payment within thirty (30) days upon receipt of Contractor’s invoice, pursuant to Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

**V.**  
**INSURANCE**

- 5.1 Minimum insurance requirements for Contractor awarded this Agreement shall be as follows:

<b><u>Coverage</u></b>	<b><u>Limits of Liability</u></b>
------------------------	-----------------------------------

Worker’s Compensation shall conform to statutory requirements.

Comprehensive General Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000
Aggregate	\$2,000,000

- 5.2 The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

Comprehensive Automobile Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000

Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies described above,

with minimum limits of \$2,000,000.00 excess of the specified limits.

- 5.3 The City must be named as one of the insured in each of the above coverages, except Worker's Compensation.
- 5.4 Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.
- 5.5 All coverages must be with companies acceptable to the City. The Contractor will furnish the City with a copy of each insurance policy required in connection with this work.

## VI.

### RELEASE AND INDEMNIFICATION

- 6.1 **RELEASE: CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- 6.2 **INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**
  - a. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS' CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
  - b. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- c. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**6.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**VII.**  
**NOTICE**

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

Public Services Department  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Phone No: (281) 388-4325

DM Electrical and Construction, LLC  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**VIII.**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and, in the event of litigation, venue will be in Brazoria County, Texas.

**IN WITNESS WHEREOF**, the parties have made and executed this On-Call Professional Electrician Services Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_ day of October 2018.

**CITY OF ALVIN, TEXAS**

**DM ELECTRICAL AND  
CONSTRUCTION, LLC**

By: \_\_\_\_\_  
Junru Roland  
City Manager

By: \_\_\_\_\_  
Name:  
Title:

# **EXHIBIT "A"**



August 23, 2018

Received 8/23/18 1:58 p.m.  
Opened 8/23/18 2:15 p.m.  
City Secretary's Office

City of Alvin – City Hall  
City Secretary's Office  
216 West Sealy  
Alvin, TX 77511

**RE: DM ELECTRICAL AND CONSTRUCTION LLC, REQUEST FOR PROPOSAL  
CITY OF ALVIN ON-CALL PROFESSIONAL ELECTRICAL SERVICES**

Dear Alvin City Secretary:

DM Electrical is pleased to respond to the City of Alvin's request for proposal for the 'On-Call Professional Electrical Services' maintenance agreement.

### **Experience**

DM Electrical and Construction is based in Pearland, Texas and is 98% involved in commercial electrical contracting, and multi-residential and large custom residential electrical construction. David Hubbard is CEO and Master Electrician of DM Electrical. We operate with integrity and professionalism and are fully insured. We employ electrical journeymen and highly qualified electrical apprentices.

Our experience includes the following, much of which is detailed on the attached Capability Statement:

- In first year of City of Houston Electrical Maintenance Contract as of April 12, 2018. Includes hundreds of COH properties (commercial and industrial) and its airports.
- In third year of annual renewable Houston Independent School District Electrical Maintenance Contract.
- Previously maintained electrical systems at the Alcon complex in Fort Worth, Texas.
- Numerous new construction and renovation projects, for example:
  - Pearland Medical Commons #1 (518 @ Cullen)
  - City of Houston Renwick Administration Building renovation
  - Houston Community College System RigOne new construction (industrial project)
  - Department of Public Safety Mega Center new construction
  - Box Lunch Willowbrook Mall buildout

### **Understanding of Role**

We understand that licensed electricians who work under a Master Electrician are needed to respond to electrical services calls on an 'on-call' basis. The scope includes, but is not limited to the installation, replacement and repair of electrical systems, outlets and lighting. DM Electrical is also available to respond to emergency calls 24/7. We operate in a collaborative environment, practice safety measures and stay abreast of current electrical trends and advances to ensure work adheres to code. We take pride in work well done.

**T:** 817.504.8969

**M:** david@dmelectricalinc.com

**W:** dmelectricalinc.com

## Proposal Requirements

1. Company name, address, identify out of which office electricians will be provided:

DM Electrical and Construction LLC  
3630 Garrettsville Dr.  
Pearland, TX 77584  
(346) 773-4920 (office)  
(281) 404-9083 (fax)

2. Name, position, phone number of primary contact person:

David A. Hubbard (30+ years of experience in all phases of electrical design/installation/maintenance)  
CEO/Master Electrician  
(817) 504-8968

3. Names of electrician(s) in the company and number of years company has been in business:

DM Electrical, which was established in 2014, currently employs the following maintenance electricians (does not include construction crew):

- David Hubbard, 37 years
- Clinton Lee, 8 years
- Ricardo Colunga, 10 years
- John Saucedo, 15 years
- Mario Ramirez, 5 years
- Jonathon Bargas, 7 years
- Eric Perkins, 5 years
- Plus several other electricians

4. Number of staff and titles in the office that will be working on behalf of the City:

Managing the City of Alvin contract will be:

Margo E. Williams  
Operations Manager

5. Amount of professional liability insurance coverage carried by the company

Workers' Compensation: Statutory for Workers' Compensation

Employer's Liability:	Bodily Injury by Accident: \$500,000 (each accident) Bodily Injury by Disease: \$500,000 (policy limit) Bodily Injury by Disease: \$500,000 (each employee)
Commercial GL:	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Auto Liability	\$1,000,000 combined single limit for (1) any auto or (2) all owned, hired, and non-owned autos
Excess Liability	\$1,000,000



6. Fee Schedule

Year 1:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$47.00
Standard Service Rate (Apprentice Electrician)	Hour	\$47.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$70.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$70.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$94.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$94.00
Parts and Materials Markup	Percentage	8%
Rental of Equipment Markup	Percentage	5%

Year 2:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$49.00
Standard Service Rate (Apprentice Electrician)	Hour	\$49.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$73.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$73.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$98.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$98.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 3:

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
Standard Service Rate (Journeyman Electrician)	Hour	\$51.00
Standard Service Rate (Apprentice Electrician)	Hour	\$51.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$76.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$76.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$102.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$102.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 4:

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
Standard Service Rate (Journeyman Electrician)	Hour	\$53.00
Standard Service Rate (Apprentice Electrician)	Hour	\$53.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$79.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$79.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$106.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$106.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%



Year 5:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$56.50
Standard Service Rate (Apprentice Electrician)	Hour	\$56.50
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$84.75
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$84.75
Emergency Service Rate (Journeyman Electrician)	Hour	\$113.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$113.00
Parts and Materials Markup	Percentage	10%
Rental of equipment Markup	Percentage	8%

7. Proposed arrive on-site response time:

DM Electrical will respond to emergency requests immediately via phone and arrive onsite within an hour for life-threatening circumstances and within 2-4 hours for non-life threatening emergencies.

8. Other items (see attached).



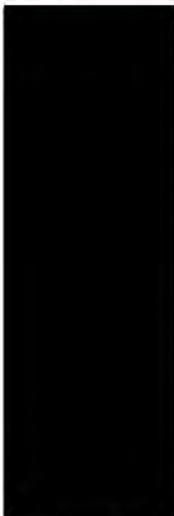
# Capability Statement

## DM Electrical and Construction LLC

DM Electrical and Construction LLC (DME) is a single source construction company that offers electrical design, estimating, installation and maintenance on industrial, commercial and multi-residential projects. Its customers are confident that DME satisfies all aspects of their electrical needs as small as installation of programmable energy management and alarm systems to medium and high voltage switchgear and alternative energy backup systems for critical operations. DME client relationships are built on trust, reliability, collaboration and professionalism. DME is owned by David Alan Hubbard, a Texas licensed master electrician and contractor.



## NAICS Codes



- Electrical Contractors and Other Wiring Installation Contractors
- Commercial and Institutional Building Construction
- Engineering Services
- New Single-Family Housing Construction (except For-Sale Builders)
- New Multifamily Housing Construction (except For-Sale Builders)
- Residential Remodelers
- Security Guards and Patrol Services

**Certifications: HUB, MBE, Port of Houston**

## Portfolio Highlights

- Vein Clinics of America. Involved furnishing, installing, testing and placing into satisfactory operation the electrical systems of the project to include: electrical power to light fixtures, equipment motors and devices; coordination with utility company; grounding system; fire alarm system; wiring system for temperature control system; wiring of equipment; removal and/or relocation and reuse of existing systems; and telecommunications rough-in.  
**Length: 9 weeks | Value: \$80,000.00**
- Pearland Medical Commons. New construction of a two-story medical facility for Methodist Hospital system. Ground-up electrical installation.  
**Length: 1 year | Value: \$380,000.00**
- Department of Public Safety Mega Center. New construction of DPS facility. Ground-up electrical installation.  
**Length: 9 months | Value: \$180,247.00**
- Aldine ISD Administration Building. Renovation and addition of large building, including lighting control system, and site duct bank of security gate systems.  
**Length: 4 months | Value: \$907,977.00**
- Teague and Shotwell Middle Schools - Aldine ISD. Renovation and additions to schools.  
**Length: 6 months | Value: \$250,000.00**
- City of Houston Renwick Administration Building. Renovation, addition and temporary modular building electrical installation, including electrical design.  
**Length: 6 months | Value: \$71,000.00**
- Harris County 14th Floor Auditor's Offices renovation.  
**Length: 3 months | Value: \$53,000.00**
- HCC RigOne Oil Rig Training Platform facility. New construction of training facility.  
**Length: 4 months | Value: \$60,638.00**
- Houston Independence School District Maintenance Contract (current)  
**Length: 4 years | Value: \$17.5 Million**



# Capability Statement

## Biography

David A. Hubbard is President and CEO of DM Electrical and Construction, LLC. He brings more than 30 years of electrical estimating, design, installation and maintenance experience on industrial, commercial and multi-residential projects. Mr. Hubbard believes a key to his success has been in his ability to recruit, train and retain quality talent.

Mr. Hubbard graduated from electrical trade school in the late 1970's. He completed an electrical apprenticeship program with the Independent Electrical Contractors (IEC). In 1983, he received his Journeyman License in just three years after excelling in course and project work. Mr. Hubbard earned his Master Electrician License in 2006.

Over the past 30 years, Mr. Hubbard has completed electrical construction projects ranging in value from \$1 million to \$10 million. With strengths in safety assurance, integrity, collaboration, and on-budget and on-time adherence, Mr. Hubbard has a diverse electrical project portfolio.

A resident of Texas since 1980, Mr. Hubbard was born and raised in Springfield, Ohio. He is a 1979 graduate of South High School in Springfield, Ohio. He has completed courses in Operations Management and Analysis at Ashford University. Mr. Hubbard enjoys athletics including cycling and basketball, fishing, and family.

## References

**Caliber 1 Construction**  
John Adams  
(770) 212-2130  
jadams@caliber1construction.com

**Address:**  
110 W. Montgomery St.  
Villa Rica, GA 30180

**Morganti Texas, Inc.**  
Eddie Smith  
(281) 661-4461  
esmith@morganti.com

**Address:**  
350 North Sam Houston Pkwy E  
Ste 121  
Houston, TX 77060

**Scott Beck Construction**  
Scott Beck  
(817) 616-3277  
scott@scottbeckconstruction.com

**Address:**  
4028 Rufe Snow Dr, North  
Richland Hills, TX 76180

## Contact

**Email:** info@dmelectricalinc.com

**Phone:** (346) 773-4920 (O)  
(817) 504-8968 (D)  
(832) 492-2407 (A)  
(281) 404-9083 (F)





# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Walker Estates (located at 530 County Road 133A), being a tract of land out of the H. Stevens Survey, Abstract 595, Brazoria County, Texas.

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

**Summary:** On October 1, 2018, the Engineering Department received the final plat of Walker Estates for review. The property is located at 530 County Road 133A in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being platted to sell the lots individually. Lots 2 and 3 have improvements and lots 1 and 4 are vacant.

The City Planning Commission unanimously approved the plat at their meeting on October 16, 2018.

Staff recommends approval. Click **HERE** to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH \_\_\_\_\_

## Supporting documents attached:

- Final Plat of Walker Estates

**Recommendation:** Move to approve the final plat of Walker Estates (located at 530 County Road 133A), being a tract of land out of the H. Stevens Survey, Abstract 595, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Southern Colony Section 4C (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 32.711 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas.

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

**Summary:** On October 1, 2018, the Engineering Department received the final plat of Southern Colony Section 4C for review. This final plat consists of 142 lots, 6 reserves, and 4 blocks, and is located in the City of Alvin Extraterritorial Jurisdiction (ETJ) along the east side of FM 521, north of Juliff-Manvel Road. The property is being subdivided for a new single-family residential planned unit development subdivision. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on October 16, 2018.

Staff recommends approval. Click [HERE](#) to view page 1. Click [HERE](#) to view page 2

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH

## Supporting documents attached:

- Final Plat of Southern Colony Section 4C

**Recommendation:** Move to approve the final plat of Southern Colony Section 4C (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 32.711 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Alexander Meadows Addition (located along the east side of County Road 99 north of County Road 145), being a 4.99-acre tract of land situated in the William J. Cannon Survey, Abstract 177, Brazoria County, Texas, being all that certain called 5.00-acre tract of land described in deed to John H. Alexander, Jr., as recorded in document no. 96-017345, official records of Brazoria County, Texas.

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

**Summary:** On October 1, 2018, the Engineering Department received the final plat of Alexander Meadows Addition for review. The property is located in the City of Alvin Extraterritorial Jurisdiction (ETJ) along the east side of County Road 99, north of County Road 145. The property is being platted for the future development of a Dollar General Store on lot 1. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on October 16, 2018.

Staff recommends approval. Click **HERE** to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH

## Supporting documents attached:

- Final Plat of Alexander Meadows Addition

**Recommendation:** Move to approve the final plat of Alexander Meadows Addition (located along the east side of County Road 99 north of County Road 145), being a 4.99 acre tract of land situated in the William J. Cannon Survey, Abstract 177, Brazoria County, Texas, being all that certain called 5.00 acre tract of land described in deed to John H. Alexander, Jr., as recorded in document no. 96-017345, official records of Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Udave's Place (located at 302 Munson Road), being a subdivision of 0.4941 acres in the Hooper and Wade Survey, Section 21, A-421, City of Alvin, Brazoria County, Texas.

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

**Summary:** On October 1, 2018, the Engineering Department received the final plat of Udave's Place for review. The property is located at 302 Munson Road and is being platted for conveyance of lot 1. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on October 16, 2018.

Staff recommends approval. Click [HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH

## Supporting documents attached:

- Final Plat of Udave's Place

**Recommendation:** Move to approve the final plat of Udave's Place (located at 302 Munson Road), being a subdivision of 0.4941 acres in the Hooper and Wade Survey, Section 21, A-421, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Finance

**Contact:** Florence Chapa, Interim Finance Director

**Agenda Item:** Receive and acknowledge receipt of the Financial and Quarterly Investment reports for the period ending September 30, 2018.

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

**Summary:** The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH

**Supporting documents attached:**

- Financial Reports ending September 30, 2018

**Recommendation:** Receive and acknowledge receipt of the Financial and Quarterly Investment reports for the period ending September 30, 2018.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# CITY OF ALVIN

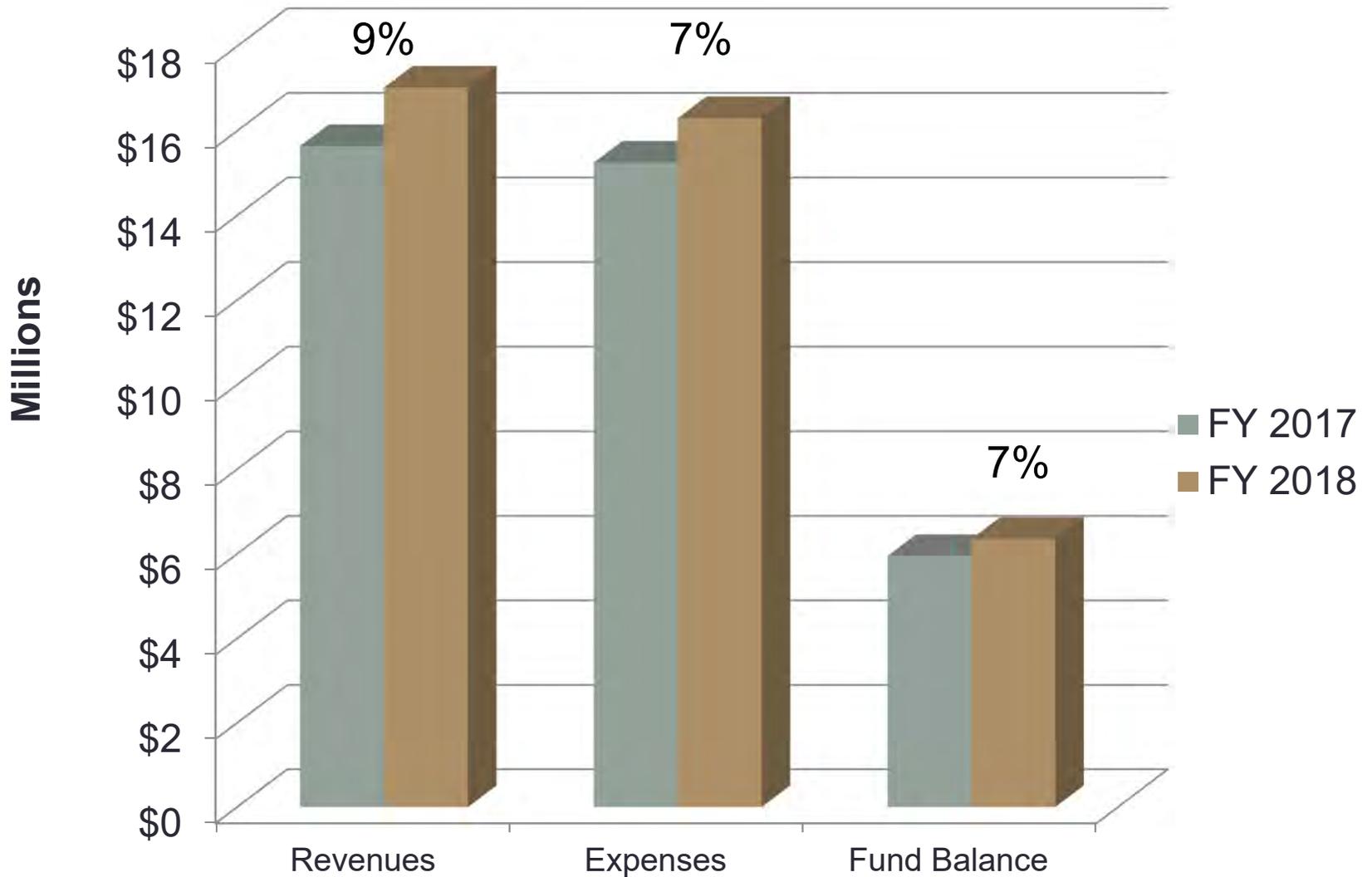
Financial Summary

September 30, 2018

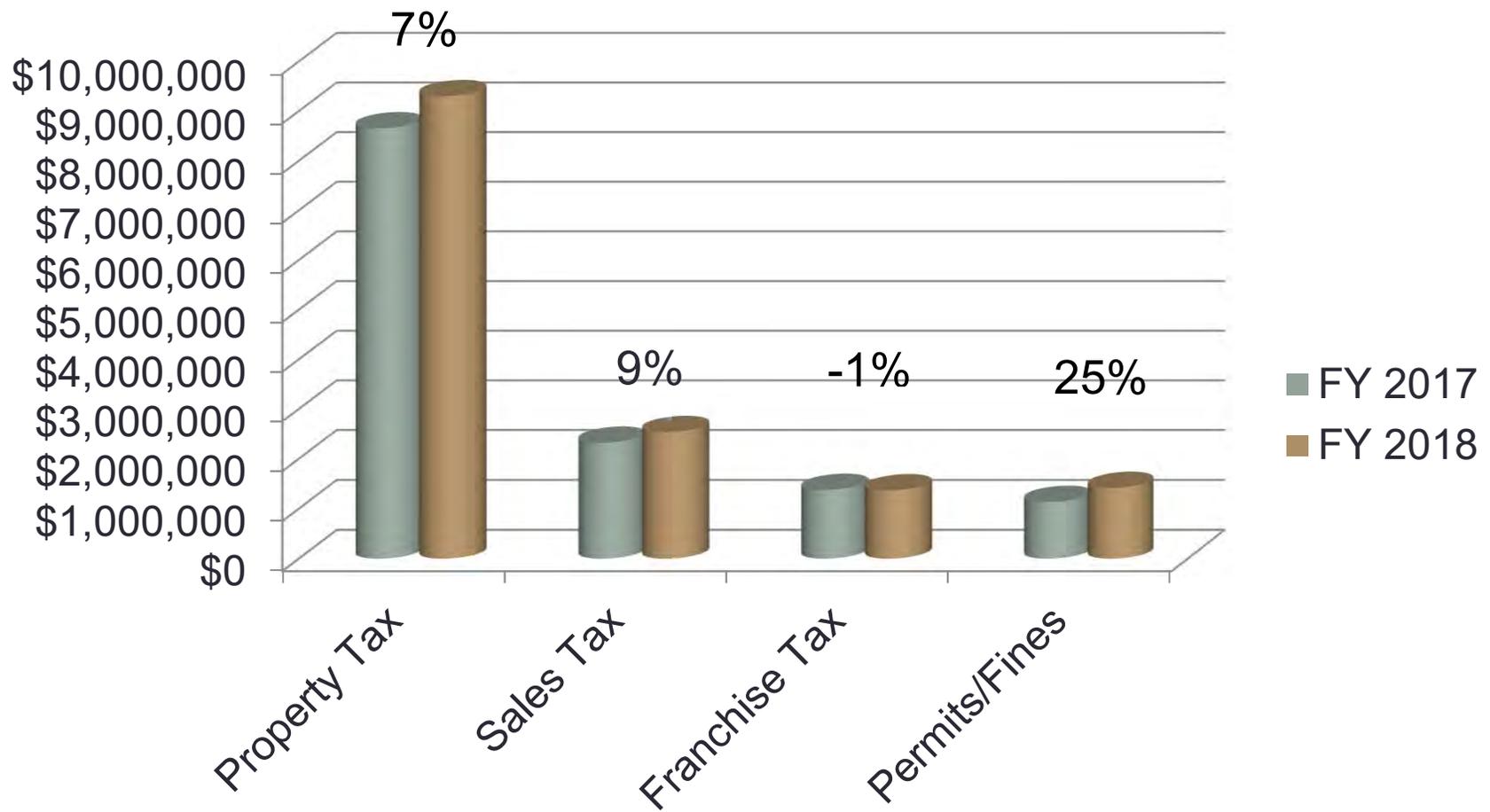
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# General Fund Summary

## Revenue, Expense & Fund Balance Comparison



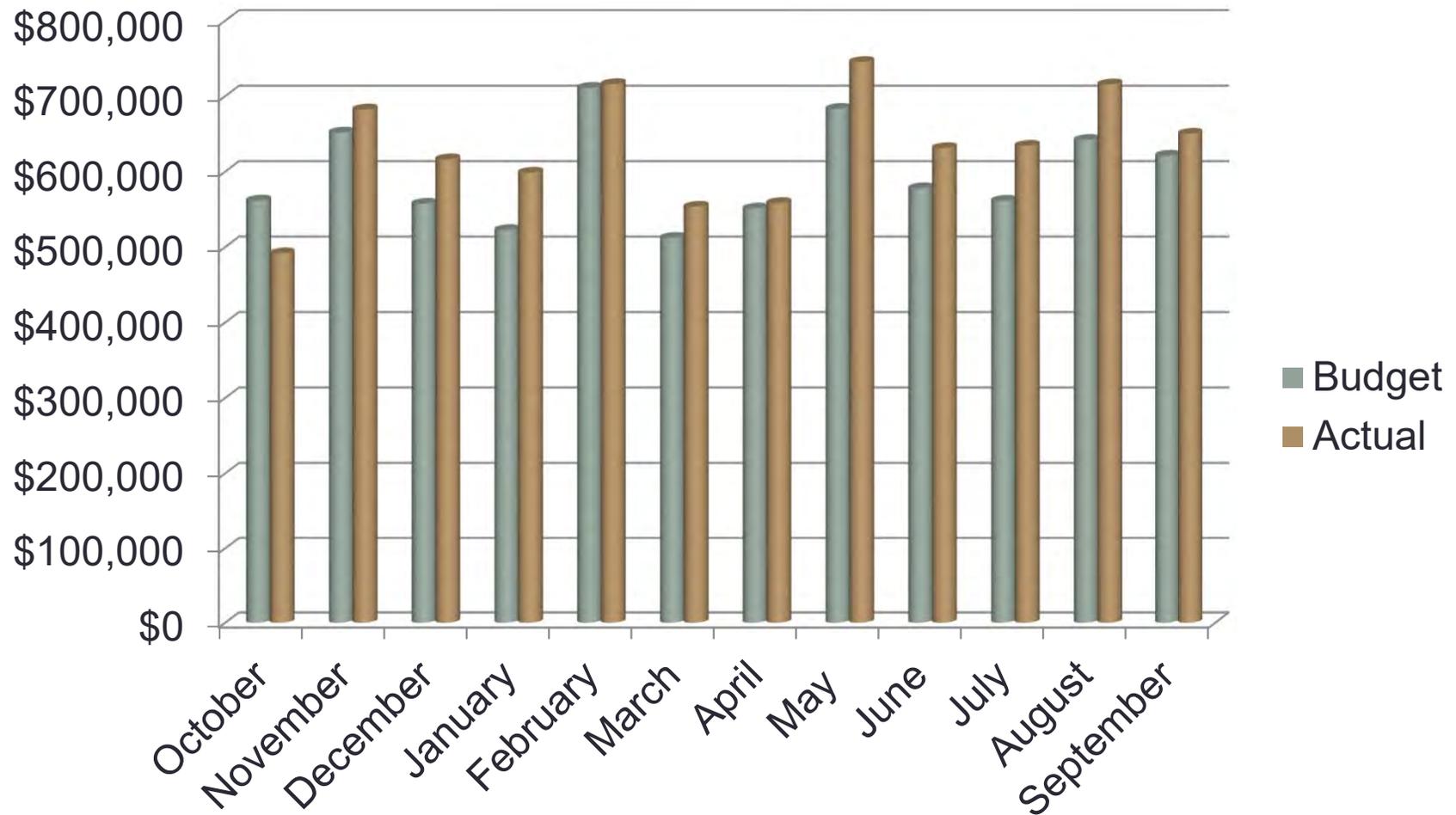
# General Fund Major Revenue Comparison as of September 30, 2018



# Sales Tax Revenues

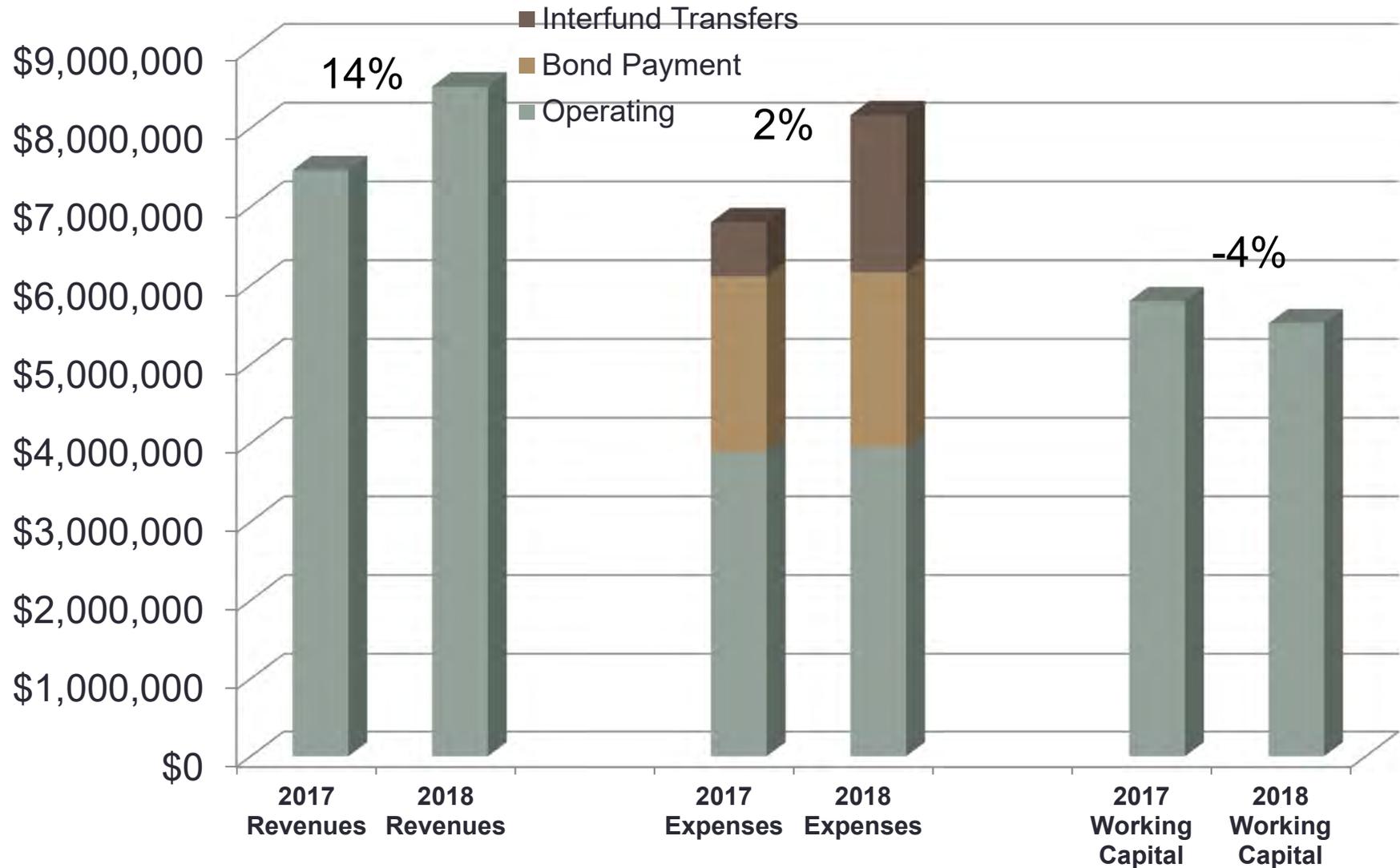
## Budget vs. Actual

### FY 2017-18



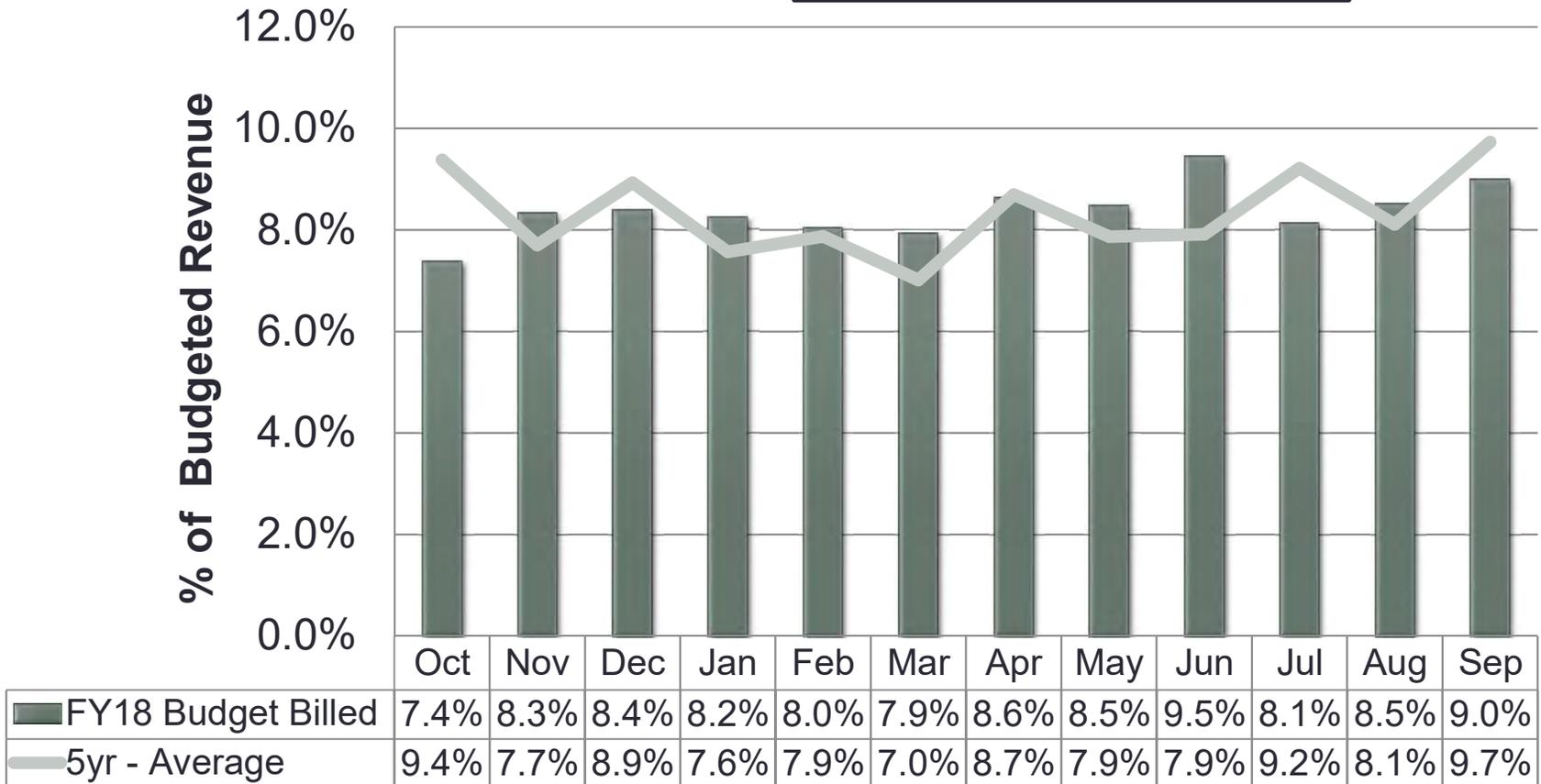
# UTILITY FUND

## Revenue & Expense Comparison (YTD)



## % of FY18 W&S Revenue Budget Billed per Month

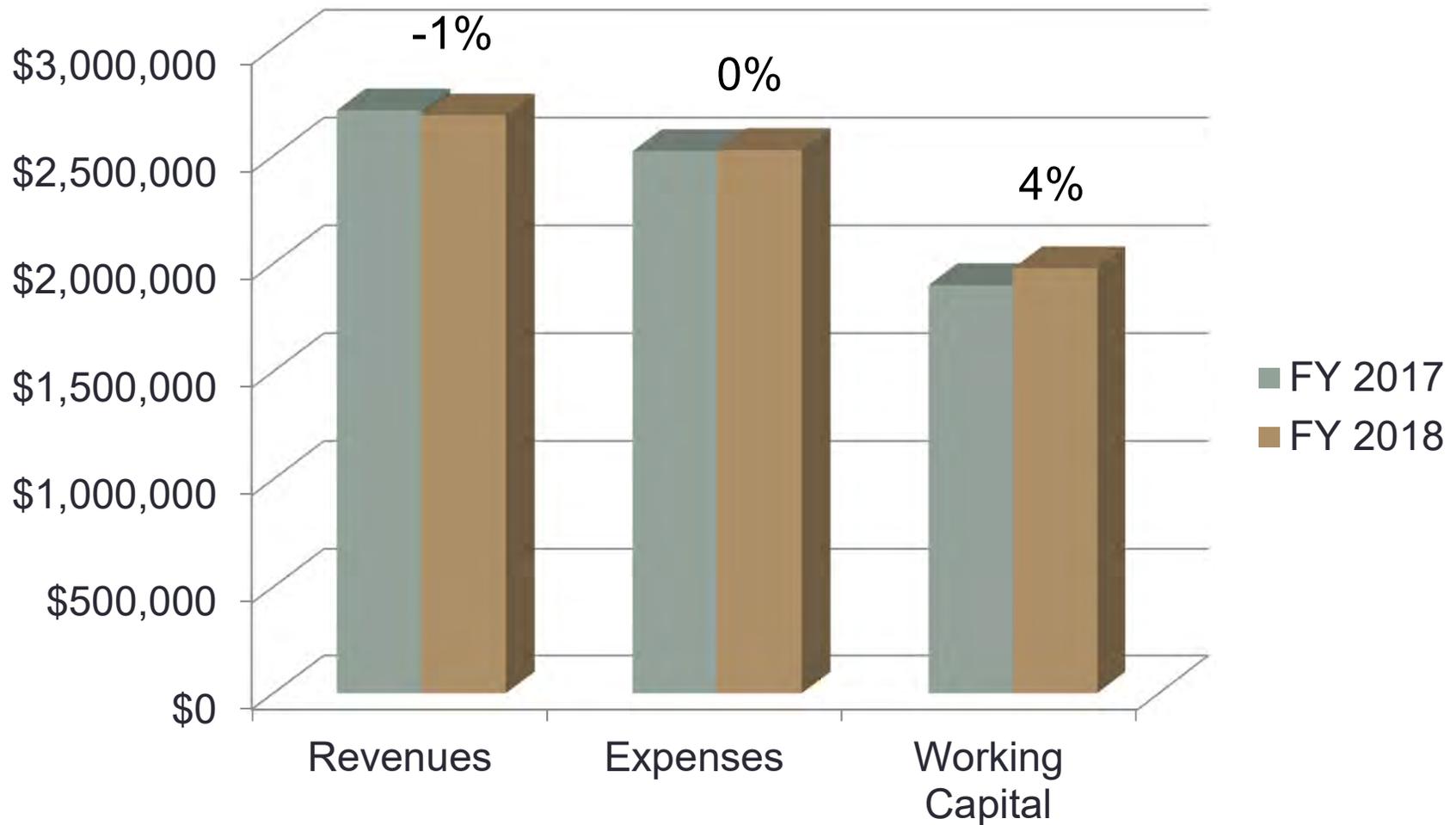
FY18 Billing (YTD) – 100.43%  
 5-Year Historical Average Billing – 100.46%



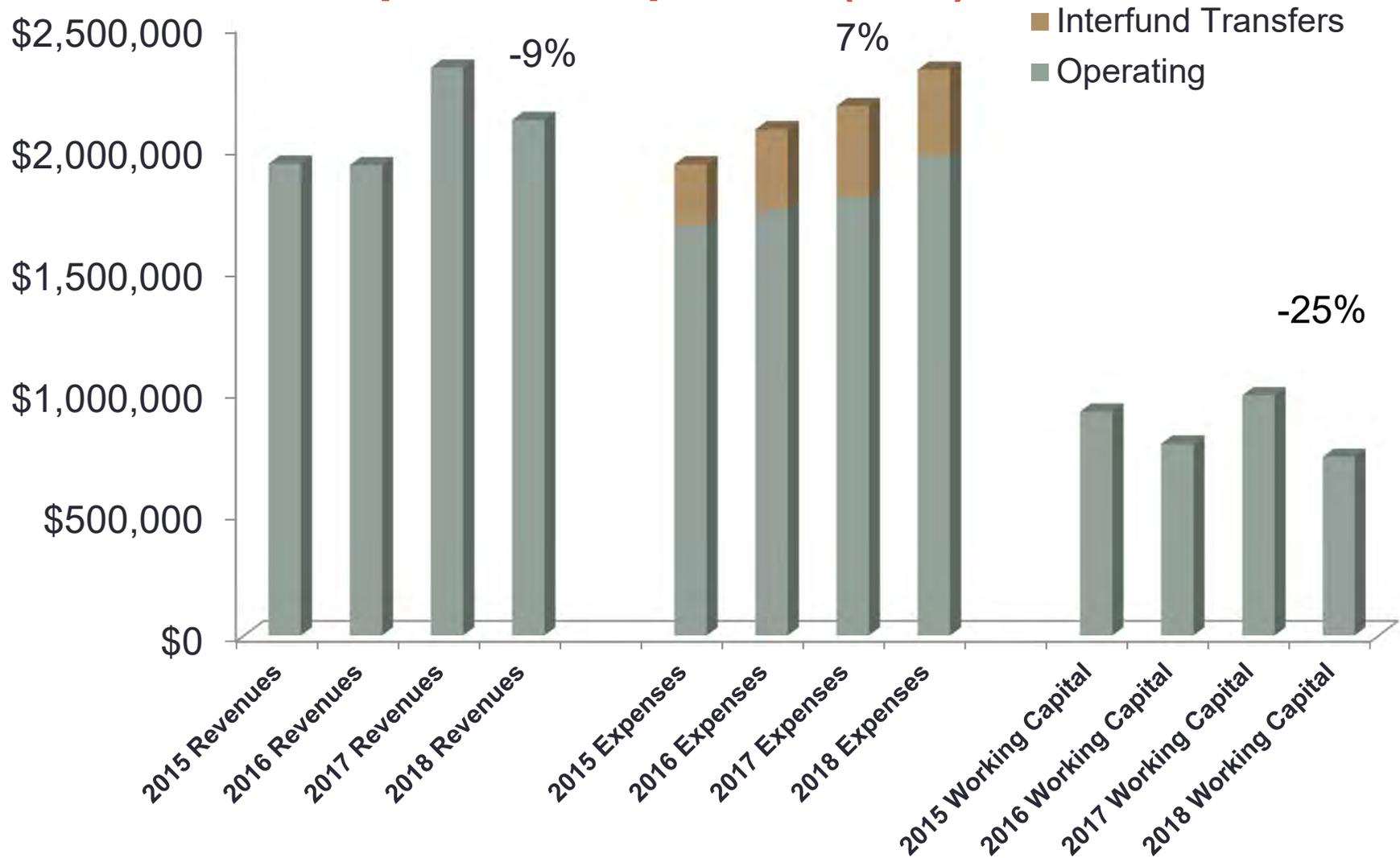
Line - 5 year history of the % of total annual billings per month.

Bar - % of the Fiscal Year 2017-18 budgeted revenues billed per month.

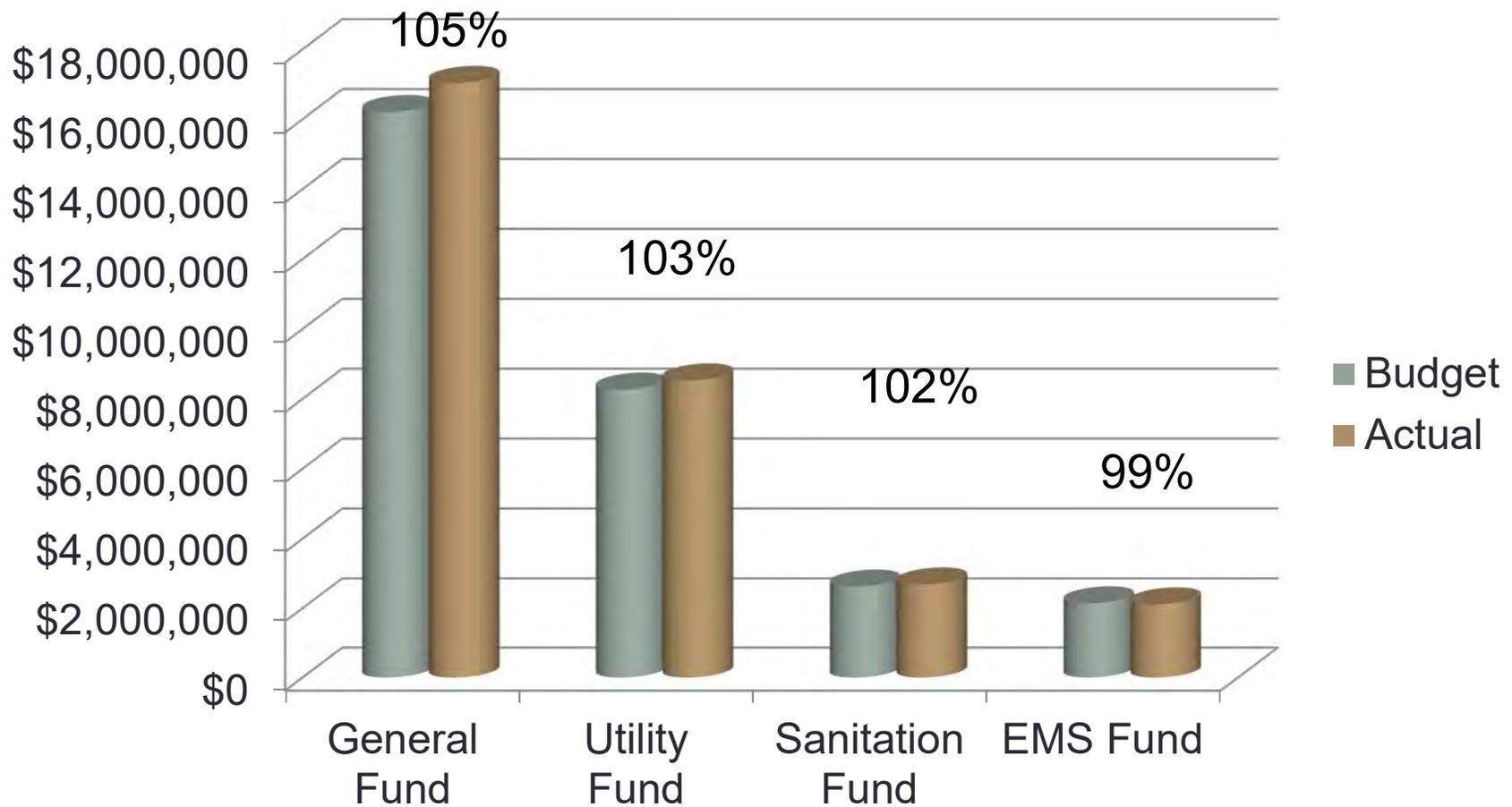
# Sanitation Fund Revenue & Expense Comparison (YTD)



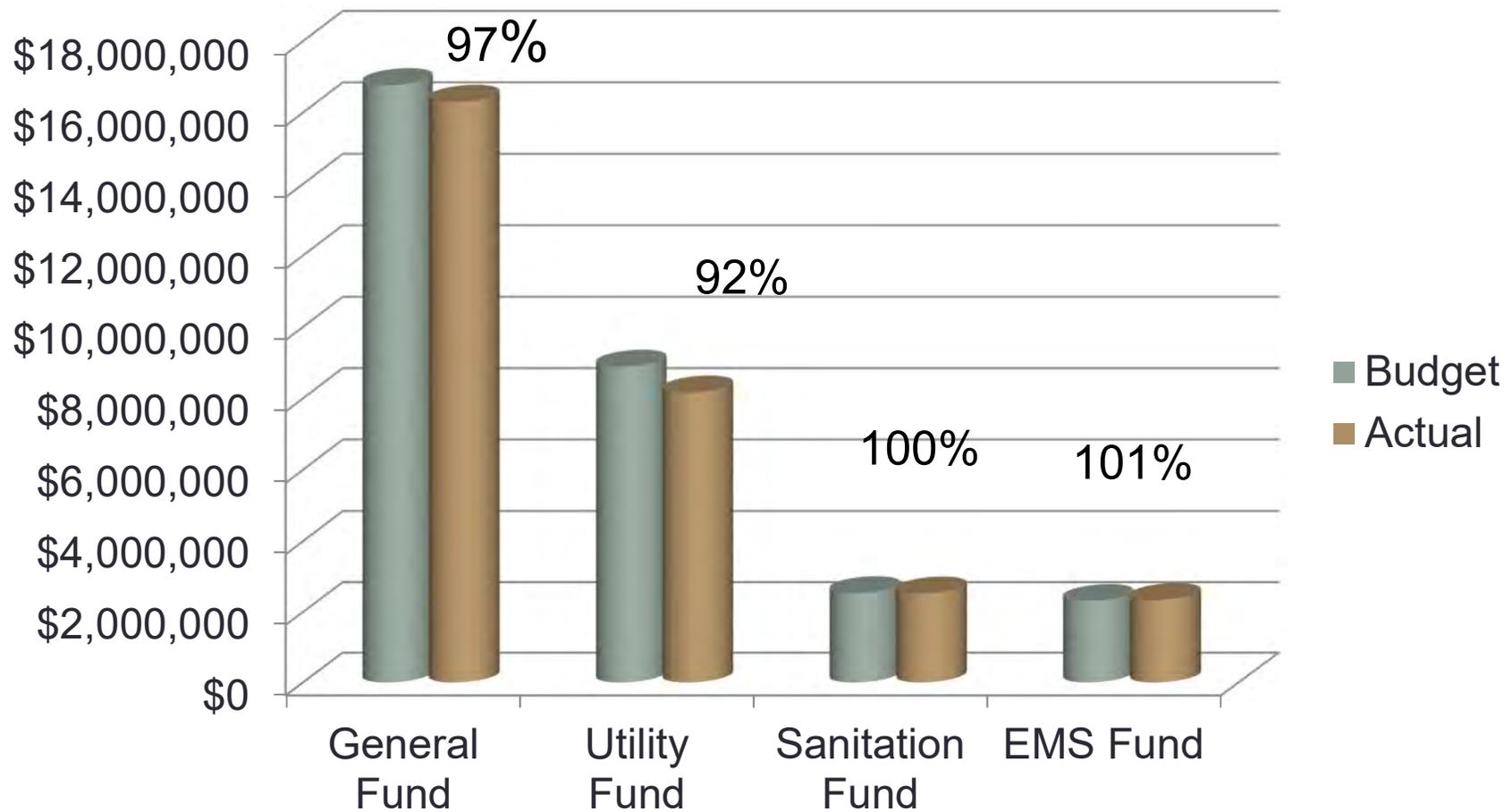
# EMS Fund Revenue & Expense Comparison (YTD)



# Operating Revenues Budget vs. Actual as of September 30, 2018 (100% of FY)



# Operating Expenditures Budget vs. Actual as of September 30, 2018 (100% of FY)



# Cash and Investments as of September 30, 2018

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 8,091,308
UTILITY FUND	9,289,660
SPECIAL REVENUE FUNDS *	2,236,435
TIRZ	448,245
CEMETERY FUND	590,911
SANITATION FUND	2,195,054
EMS FUND	787,890
CAPITAL PROJECTS (GOVERNMENTAL) **	6,238,979
CAPITAL PROJECTS (UTILITY) ***	9,350,424
INTERNAL SERVICE FUNDS ****	3,782,380
DEBT SERVICE	152,310
<b>Total</b>	<b>\$ 43,163,596</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

**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 9/30/2018**



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 9/30/2018

GENERAL FUND	CURRENT MONTH			YEAR TO DATE			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>REVENUES</b>								
PROPERTY TAXES	22,412	37,766	69%	8,654,411	9,300,188	7%	9,278,121	(22,067)
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%	360,378	436,178	21%	436,198	20
SALES TAXES	186,713	218,025	17%	2,320,345	2,534,732	9%	2,384,209	(150,523)
OTHER TAXES	10,776	13,862	0%	51,221	57,036	11%	45,000	(12,036)
FRANCHISE TAXES	-	-	0%	1,375,285	1,366,642	-1%	1,330,000	(36,642)
PERMITS AND LICENSES	33,976	42,278	24%	539,367	715,135	33%	453,250	(261,885)
FINES AND FORFEITURES	40,631	49,643	22%	594,784	700,119	18%	542,562	(157,557)
OTHER INCOME	27,548	29,713	8%	611,448	765,170	25%	573,528	(191,642)
INTRAGOVERNMENTAL	95,152	96,995	2%	1,153,335	1,163,933	1%	1,163,933	-
<b>TOTAL REVENUES</b>	<b>417,208</b>	<b>488,280</b>	<b>17%</b>	<b>15,660,574</b>	<b>17,039,133</b>	<b>9%</b>	<b>16,206,801</b>	<b>(832,332)</b>
<b>EXPENDITURES</b>								
CITY COUNCIL	6,627	6,285	-5%	66,797	46,699	-30%	53,441	6,742
CITY SECRETARY	26,254	33,021	26%	264,422	289,653	10%	275,036	(14,616)
CITY ATTORNEY	42,835	25,115	-41%	524,544	382,515	-27%	366,135	(16,380)
CITY MANAGER	31,693	49,004	55%	288,639	343,999	19%	308,693	(35,306)
ECONOMIC DEVELOPMENTS	28,132	29,880	6%	200,939	219,434	9%	218,231	(1,203)
FINANCE	41,667	35,394	-15%	465,863	465,179	0%	510,365	45,186
COURT	22,263	21,500	-3%	204,671	200,583	-2%	210,601	10,018
HUMAN RESOURCES	18,895	32,127	70%	162,522	188,958	16%	192,865	3,907
CITY HALL	14,970	11,149	-26%	101,024	98,351	-3%	96,450	(1,901)
POLICE	727,520	771,868	6%	6,564,951	6,625,737	1%	6,826,421	200,684
HUMANE	49,497	57,950	17%	404,701	432,302	7%	441,651	9,349
FIRE	130,682	142,060	9%	922,041	922,642	0%	970,293	47,651
EMERGENCY MGMT	5,333	7,243	36%	69,282	71,452	3%	72,946	1,494
ENGINEERING	91,710	87,166	-5%	691,654	664,457	-4%	787,650	123,194
CODE ENFORCEMENT	3,831	8,931	133%	49,742	67,242	35%	76,598	9,356
PARKS AND RECREATION	176,777	169,762	-4%	1,560,367	1,554,282	0%	1,689,472	135,190
LIBRARY	11,943	11,630	-3%	111,708	93,004	-17%	115,369	22,365
NON-DEPARTMENTAL	222,069	288,633	30%	2,596,070	3,422,600	32%	3,553,358	130,758
FY 2018 HURRICANE HARVEY (To date)	-	-	-	-	211,517	-	-	(211,517)
<b>TOTAL EXPENDITURES</b>	<b>1,652,698</b>	<b>1,788,718</b>	<b>8%</b>	<b>15,249,938</b>	<b>16,300,604</b>	<b>7%</b>	<b>16,765,575</b>	<b>464,971</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				410,636	738,529			
BEGINNING FUND BALANCE				5,557,123	5,630,093			
ENDING FUND BALANCE				<b>5,967,759</b>	<b>6,368,622</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 9/30/2018**

**HOTEL TAX 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		
OCCUPANCY TAXES	6,749	8,082	20%	288,892	388,782	35%	320,000	(68,782)
OTHER OPERATING INCOME	1,639	3,518	115%	20,990	59,678	184%	13,100	(46,578)
<b>TOTAL REVENUES</b>	<b>8,388</b>	<b>11,600</b>	<b>38%</b>	<b>309,882</b>	<b>448,460</b>	<b>45%</b>	<b>333,100</b>	<b>(115,360)</b>

**EXPENDITURES**

PERSONNEL	6,934	6,614	-5%	91,291	56,373	-38%	99,805	43,432
SUPPLIES	163	262	60%	4,533	34,538	662%	6,000	(28,538)
CONTRACT SERVICES	3,570	8,523	139%	150,017	139,837	-7%	183,477	43,640
CAPITAL OUTLAY	-	19,791	0%	-	55,361	0%	205,000	149,639
DEBT SERVICE	-	-	0%	6,133	6,624	8%	5,926	(698)
INTERFUND TRANSFERS	243	929	282%	2,921	11,150	282%	11,150	-
<b>TOTAL EXPENDITURES</b>	<b>10,910</b>	<b>36,119</b>	<b>-70%</b>	<b>254,896</b>	<b>303,883</b>	<b>19%</b>	<b>511,358</b>	<b>207,475</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

54,986      144,578

BEGINNING FUND BALANCE

782,875      859,333

ENDING FUND BALANCE

**837,861      1,003,911**



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 9/30/2018**

**UTILITY FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	630,549	727,067	15%	7,015,579	8,027,823	14%	7,949,698	(78,125)
OTHER OPERATING INCOME	24,628	42,420	72%	448,461	498,234	11%	314,275	(183,959)
<b>TOTAL REVENUES</b>	<b>655,177</b>	<b>769,487</b>	<b>17%</b>	<b>7,464,041</b>	<b>8,526,057</b>	<b>14%</b>	<b>8,263,973</b>	<b>(262,084)</b>

**EXPENDITURES**

WATER	160,318	114,497	-29%	984,680	1,052,098	7%	1,138,990	86,892
SEWER	113,764	96,932	-15%	848,972	836,243	-1%	938,564	102,322
WASTEWATER TREATMENT	168,964	83,318	-51%	804,187	717,482	-11%	809,011	91,529
ADMINISTRATION	30,169	32,459	8%	333,230	307,716	-8%	311,151	3,435
BILLING AND COLLECTIONS	39,449	32,932	-17%	328,278	322,657	-2%	343,827	21,170
PUBLIC SERVICES FACILITY	11,189	7,609	-32%	52,372	77,024	47%	109,546	32,522
CODE ENFORCEMENT PROGRAM	11,015	11,820	7%	127,500	125,707	-1%	151,692	25,985
CONTRACT SERVICES	32,744	59,347	81%	405,108	507,218	25%	484,735	(22,483)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>567,612</b>	<b>438,914</b>	<b>-23%</b>	<b>3,884,326</b>	<b>3,946,144</b>	<b>2%</b>	<b>4,287,515</b>	<b>341,371</b>
DEBT SERVICE PRINCIPAL & INT.				2,233,172	2,222,205	0%	2,637,304	415,099
INTERFUND TRANSFERS	56,619	124,713	120%	684,581	1,982,666	190%	1,958,944	(23,722)
FY18 HURRICANE HARVEY (To Date)				-	10,281		-	(10,281)
<b>TOTAL EXPENDITURES</b>	<b>624,231</b>	<b>563,627</b>	<b>-10%</b>	<b>6,802,080</b>	<b>8,161,296</b>	<b>20%</b>	<b>8,883,763</b>	<b>746,189</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				1,346,542	364,761			
BEGINNING NET OPERATING ASSETS				4,453,808	5,153,866			
ENDING NET OPERATING ASSETS				<b>5,800,350</b>	<b>5,518,627</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 9/30/2018**

**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><u>REVENUES</u></b>								
CHARGES FOR SERVICES	198,817	221,717	12%	2,690,749	2,644,253	-2%	2,615,313	(28,940)
OTHER OPERATING INCOME	2,286	5,410	137%	20,435	43,114	111%	12,000	(31,114)
<b>TOTAL REVENUES</b>	<b>201,103</b>	<b>227,127</b>	<b>13%</b>	<b>2,711,184</b>	<b>2,687,368</b>	<b>-1%</b>	<b>2,627,313</b>	<b>(60,054)</b>
<b><u>EXPENDITURES</u></b>								
CONTRACT SERVICES	376,585	383,783	2%	2,258,375	2,286,424	1%	2,302,650	16,226
INTERFUND TRANSFERS	13,090	11,968	-9%	254,673	230,770	-9%	225,395	(5,375)
DEBT SERVICE	-	-	0%	9,219	9,747	6%	8,719	(1,028)
For the period ending 7/31/2018								
<b>TOTAL EXPENDITURES</b>	<b>389,675</b>	<b>395,751</b>	<b>2%</b>	<b>2,522,266</b>	<b>2,526,941</b>	<b>-1%</b>	<b>2,536,764</b>	<b>16,226</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				188,917	160,427			
<b>BEGINNING NET OPERATING ASSETS</b>				1,711,799	1,818,255			
<b>ENDING NET OPERATING ASSETS</b>				<b>\$ 1,900,716</b>	<b>\$ 1,978,682</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 9/30/2018

**EMS FUND**

	<u>CURRENT MONTH</u>			<u>%</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>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>		
<b>REVENUES</b>											
Hillcrest EMS/Fire Service	3,600	3,600	0%	14,400	14,400	0%	14,400				-
Emergency Service District	-	-	0%	341,550	348,100	2%	342,400				(5,700)
Medicaid	3,455	2,409	-30%	39,864	37,684	-5%	35,000				(2,684)
Medicare	52,686	27,730	-47%	343,374	331,327	-4%	300,000				(31,327)
Service Charges - Intermedix	117,301	162,341	38%	1,029,929	1,070,653	4%	990,000				(80,653)
Contributions	41,695	26,268	-37%	486,999	287,981	-41%	450,000				162,019
Other Operating Income	39,741	1,592	-96%	72,307	23,869	-67%	12,500				(11,369)
<b>TOTAL REVENUES</b>	<b>258,478</b>	<b>223,939</b>	<b>-13%</b>	<b>2,328,422</b>	<b>2,114,014</b>	<b>-9%</b>	<b>2,144,300</b>				<b>30,286</b>
<b>For the period ending 9/30/2018</b>											
Personnel	123,418	156,781	27%	1,263,606	1,385,626	10%	1,275,030				(110,596)
Supplies	15,895	22,453	41%	189,274	201,028	6%	211,956				10,928
Contract Services	45,699	45,707	0%	336,913	374,510	11%	330,132				(44,378)
Debt Service	-	-	0%	10,100	8,077	-20%	10,063				1,986
Interfund Transfers	30,945	29,228	-6%	371,334	350,732	-6%	350,732				(0)
<b>OPERATING EXPENDITURES</b>	<b>215,956</b>	<b>254,169</b>	<b>18%</b>	<b>2,171,228</b>	<b>2,319,973</b>	<b>7%</b>	<b>2,177,913</b>				<b>(142,060)</b>
<b>CAPITAL OUTLAY (NON RECURRING)</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>22,395</b>		<b>135,000</b>				<b>112,605</b>
<b>TOTAL EXPENDITURES</b>	<b>215,956</b>	<b>254,169</b>	<b>18%</b>	<b>2,171,228</b>	<b>2,342,367</b>	<b>8%</b>	<b>2,312,913</b>				<b>(29,454)</b>
<b>EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				<u>157,194</u>	<u>(228,353)</u>						
<b>BEGINNING WORKING CAPITAL</b>				830,810	964,642						
<b>ENDING WORKING CAPITAL</b>				<u>988,004</u>	<u>736,289</u>						



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 9/30/2018**

	<i>CURRENT MONTH</i>			<i>%</i>			<i>YEAR TO DATE</i>			<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>CHANGE</i>	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>CHANGE</i>				
<b>SALES TAX FUND</b>											
<b><u>REVENUES</u></b>											
SALES TAX REVENUES	373,314	435,920	17%	4,639,304	5,067,951	9%	4,768,417	(299,534)			
OTHER OPERATING INCOME	5,905	12,343	109%	68,124	124,349	83%	20,000	(104,349)			
<b>TOTAL REVENUES</b>	<b>379,220</b>	<b>448,262</b>	<b>18%</b>	<b>4,707,428</b>	<b>5,192,300</b>	<b>10%</b>	<b>4,788,417</b>	<b>(403,883)</b>			
<b><u>EXPENDITURES</u></b>											
PERSONNEL (STREET)	85,984	93,131	8%	795,528	796,002	0%	989,376	193,374			
PERSONNEL (CODE ENFORCEMENT)	6,058	2,267	-63%	59,875	27,586	-54%	75,091	47,505			
SUPPLIES	16,506	28,559	73%	180,228	182,244	1%	310,500	128,256			
CONTRACT SERVICES	129,999	148,670	14%	983,513	877,553	-11%	1,144,569	267,016			
CAPITAL OUTLAY (CIP)	286,120	518,002	81%	1,930,178	1,966,313	2%	4,897,650	2,931,337			
HURRICANE HARVEY (To Date)	-	-		-	-		-	-			
INTERFUND TRANSFERS	65,870	71,407	8%	804,698	902,514	12%	802,195	(100,319)			
<b>TOTAL EXPENDITURES</b>	<b>590,537</b>	<b>862,036</b>	<b>46%</b>	<b>4,754,020</b>	<b>4,752,212</b>	<b>0%</b>	<b>8,219,381</b>	<b>3,467,169</b>			
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					440,088						
BEGINNING FUND BALANCE					6,235,176						
ENDING FUND BALANCE					<b>6,675,264</b>						



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 9/30/2018

	<i>CURRENT MONTH</i>			<i>YEAR TO DATE</i>			<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>		
<b>Fleet Maintenance Fund</b>								
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	61,269	63,383	3%	735,226	760,598	3%	760,598	(0)
OTHER OPERATING INCOME	848	1,386	63%	11,005	20,385	85%	-	(20,385)
<b>TOTAL REVENUES</b>	<b>62,117</b>	<b>64,770</b>	<b>-4%</b>	<b>746,231</b>	<b>780,983</b>	<b>5%</b>	<b>760,598</b>	<b>(20,385)</b>
<b>EXPENDITURES</b>								
PERSONNEL	21,583	12,489	-42%	182,149	140,421	-23%	211,373	70,952
SUPPLIES	9,943	11,097	12%	127,591	121,639	-5%	166,200	44,561
CONTRACT SERVICES	37,226	33,502	-10%	343,145	336,933	-2%	363,364	26,431
HURRICANE HARVEY (To date)				-	-			
INTERFUND TRANSFERS	2,416	1,744	-28%	28,991	20,926	-28%	20,926	(8,065)
<b>TOTAL EXPENDITURES</b>	<b>71,168</b>	<b>58,832</b>	<b>-17%</b>	<b>681,875</b>	<b>619,920</b>	<b>-9%</b>	<b>761,863</b>	<b>133,878</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					161,063			
BEGINNING OPERATING ASSETS					361,496			
ENDING OPERATING ASSETS					<b>522,559</b>			

# City of Alvin

Quarterly Investment Report  
as of  
September 30, 2018

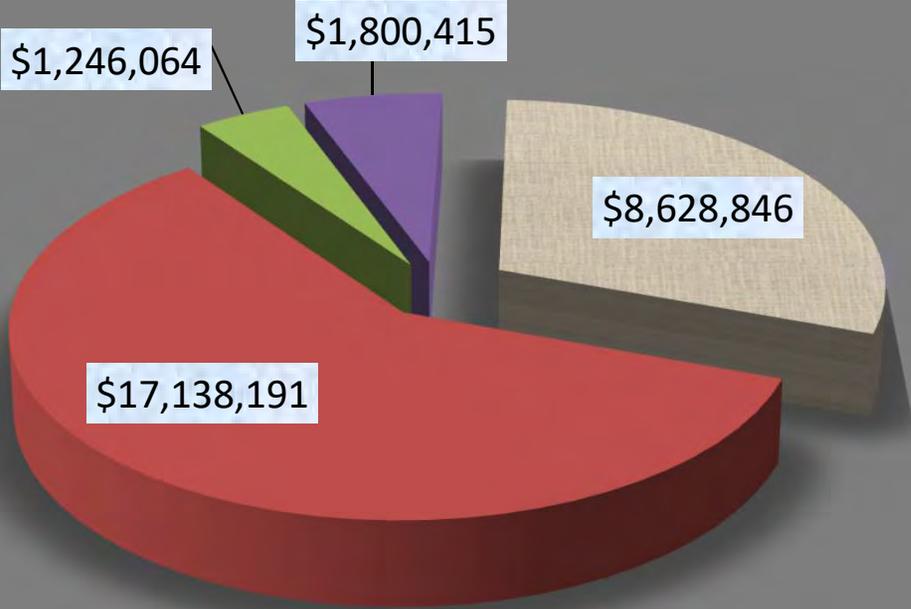
**City of Alvin**  
**Investment Report**  
**For the Period Ending September, 2018**

	Beginning Balance July 1, 2018	Ending Balance September 30, 2018
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 24,982,048	\$ 23,176,761
Texpool		
Book Value	8,586,908	8,628,846
Market Value	8,586,908	8,628,846
TexStar		
Book Value	\$ 8,459,809	\$ 17,138,191
Market Value	8,459,809	17,138,191
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,244,498	\$ 1,246,064
Market Value	1,244,498	1,246,064
Par Value	998,000	998,000
<b>Money Market</b>		
Book Value	\$ -	\$ 1,800,415
Market Value	-	1,800,415
<b>Total Portfolio</b>		
Book Value	\$ 43,273,264	\$ 51,990,275
Market Value	43,273,264	51,990,275
Par Value	43,026,766	51,742,211
Weighted Average Maturity (in Days)**		13
Weighted Average Yield-to-Maturity **		2.00%
Current YTD Interest Earnings		
Accrued Interest		\$ 13,040
<b>Comparative Yields</b>		
3 month Treasury Bill		1.71%
6 month Treasury Bill		1.85%
2 Year Treasury Note		2.29%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

# City of Alvin Investment Allocation September 30, 2018



■ TexPool      ■ TexStar      ■ CD's      ■ Texas Class

City of Alvin  
 Summary Investment Report  
 For the Period Ending September 30, 2018

Current Date: 09/30/2018

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		0.0200				102,804.13	100.000	102,804.13	102,804.13	100.000	102,804.13	1	0.0200
General Fund	TexPool	LGIP		0.0198				4,449,980.63	100.000	4,449,980.63	4,449,980.63	100.000	4,449,980.63	1	0.0198
General Fund	Texas Class	LGIP		0.0201				1,800,414.57	100.000	1,800,414.57	1,800,414.57	100.000	1,800,414.57	1	0.0201
Utility Fund	TexSTAR	LGIP		0.0200				10,369.11	100.000	10,369.11	10,369.11	100.000	10,369.11	1	0.0200
Utility Fund	TexPool	LGIP		0.0198				566,790.92	100.000	566,790.92	566,790.92	100.000	566,790.92	1	0.0198
Utility Fund	TexPool	LGIP		0.0198				845,873.00	100.000	845,873.00	845,873.00	100.000	845,873.00	1	0.0198
Utility Fund	CD	CD	740367GK7	2.6500	09/28/2018	03/27/2020		248,000.00	100.000	248,000.00	248,000.00	100.052	248,000.00	544	0.0265
Utility Fund	CD	CD	14042RFT3	1.6500	05/24/2017	05/24/2019		250,000.00	100.000	250,000.00	248,996.75	100.193	248,996.75	236	0.0165
Impact Fees	TexSTAR	LGIP		0.0200				103,061.97	100.000	103,061.97	103,061.97	100.000	103,061.97	1	0.0200
Impact Fees	TexPool	LGIP		0.0198				166,675.48	100.000	166,675.48	166,675.48	100.000	166,675.48	1	0.0198
2006 Bonds Utility	TexPool	LGIP		0.0198				86,885.45	100.000	86,885.45	86,885.45	100.000	86,885.45	1	0.0198
2008 Bonds Utility	TexPool	LGIP		0.0198				2,526.84	100.000	2,526.84	2,526.84	100.000	2,526.84	1	0.0198
Sanitation Fund	TexPool	LGIP		0.0198				69,244.71	100.000	69,244.71	69,244.71	100.000	69,244.71	1	0.0198
Sanitation Fund	TexSTAR	LGIP		0.0200				237,578.38	100.000	237,578.38	237,578.38	100.000	237,578.38	1	0.0200
Sales Tax Fund	TexSTAR	LGIP		0.0200				24,609.66	100.000	24,609.66	24,609.66	100.000	24,609.66	1	0.0200
Sales Tax Fund	TexPool	LGIP		0.0198				1,668,776.12	100.000	1,668,776.12	1,668,776.12	100.000	1,668,776.12	1	0.0198
Sales Tax Fund	CD	CD	61760AME6	2.3000	06/21/2018	06/21/2019		250,000.00	100.000	250,000.00	249,975.00	100.000	249,975.00	264	0.0230
Sales Tax Fund	CD	CD	61747ME23	1.9000	12/21/2017	06/21/2019		250,000.00	100.000	250,000.00	249,274.75	100.000	249,274.75	264	0.0190
Sales Tax Fund	CD	CD	38148PE45	1.9000	04/18/2018	01/18/2019		250,000.00	100.000	250,000.00	249,817.25	100.000	249,817.25	110	0.0190
2018 Utility Bond Fund	TexSTAR	LGIP		0.0200				8,636,974.67	100.000	8,636,974.67	8,636,974.67	100.000	8,636,974.67	1	0.0200
Debt Service	TexPool	LGIP		0.0198				20,802.23	100.000	20,802.23	20,802.23	100.000	20,802.23	1	0.0198
Cemetery Fund	TexPool	LGIP		0.0198				151,585.58	100.000	151,585.58	151,585.58	100.000	151,585.58	1	0.0198
Cemetery Fund	TexSTAR	LGIP		0.0198				290,080.54	100.000	290,080.54	290,080.54	100.000	290,080.54	1	0.0198
Cemetery Fund	TexPool	LGIP		0.0198				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0198
Hotel Motel Fund	TexPool	LGIP		0.0198				75,787.31	100.000	75,787.31	75,787.31	100.000	75,787.31	1	0.0198
Special Investigation	TexSTAR	LGIP		0.0200				62,674.91	100.000	62,674.91	62,674.91	100.000	62,674.91	1	0.0200
Building Security	TexSTAR	LGIP		0.0200				67,298.80	100.000	67,298.80	67,298.80	100.000	67,298.80	1	0.0200
Court Technology	TexSTAR	LGIP		0.0200				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0200
Donation Fund	TexSTAR	LGIP		0.0200				27,847.76	100.000	27,847.76	27,847.76	100.000	27,847.76	1	0.0200
2015 W&S CO	TexSTAR	LGIP		0.0200				7,105,537.99	100.000	7,105,537.99	7,105,537.99	100.000	7,105,537.99	1	0.0200
2006 A&C CO	TexSTAR	LGIP		0.0200				18,327.56	100.000	18,327.56	18,327.56	100.000	18,327.56	1	0.0200
EMS	TexPool	LGIP		0.0198				93,524.78	100.000	93,524.78	93,524.78	100.000	93,524.78	1	0.0198
EMS	TexSTAR	LGIP		0.0200				19,587.14	100.000	19,587.14	19,587.14	100.000	19,587.14	1	0.0200
Shop	TexSTAR	LGIP		0.0200				116,994.69	100.000	116,994.69	116,994.69	100.000	116,994.69	1	0.0200
Veh.Replacement	TexPool	LGIP		0.0198				380,392.44	100.000	380,392.44	380,392.44	100.000	380,392.44	1	0.0198
Veh.Replacement	TexSTAR	LGIP		0.0200				302,844.34	100.000	302,844.34	302,844.34	100.000	302,844.34	1	0.0200
Seniors Fund	TexSTAR	LGIP		0.0200				11,598.59	100.000	11,598.59	11,598.59	100.000	11,598.59	1	0.0200
								<b>28,815,450.80</b>		<b>28,815,450.80</b>	<b>28,813,514.55</b>		<b>28,813,514.55</b>	<b>13</b>	<b>0.0200</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.

*Florence Chapa*

**Florence Chapa**  
 Interim Finance Director



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Economic Development

**Contact:** Larry Buehler, Economic Development Dir.

**Agenda Item:** Consider Resolution 18-R-38, approving the First Amendment to the Utility Services Contract for Martha's Vineyard Development, and authorized the Mayor to sign.

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

**Summary:** On February 4, 2016, the City, LESCO Enterprises, Inc. (the Developer), and Brazoria County Municipal District No. 24 entered into a Utility Services Contract for the Martha's Vineyard Development. The District is already covered by Emergency Services District No. 3 that provides fire protection and emergency medical services to this area. The District has agreed to provide garbage collection services independently as the City is not in this business and contracts with a private company provider. Staff has determined that there is no longer a need for the fire protection or garbage collection provisions as initially agreed upon in the Contract. This First Amendment removes Section 3.1 and Section 3.3 from the original Utility Services Contract.

Staff recommends approval of Resolution 18-R-38.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 10/25/2018 SLH

**Supporting documents attached:**

- Resolution 18-R-38
- First Amendment to the Utility Services Contract for Martha's Vineyard Development

**Recommendation:** Move to approve Resolution 18-R-38, approving the First Amendment to the Utility Services Contract for the Martha's Vineyard Development, and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 18-R-38**

**A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE FIRST AMENDMENT TO THE UTILITY SERVICES CONTRACT FOR MARTHA’S VINEYARD DEVELOPMENT BETWEEN THE CITY OF ALVIN, TEXAS (THE “CITY”), LESCO ENTERPRISES, INC. (THE “DEVELOPER”), AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24 (THE “DISTRICT”); AND SETTING FORTH RELATED MATTERS THERETO.**

**WHEREAS**, The City of Alvin is a home rule municipal corporation that provides a full-range of governmental services to its citizens; and

**WHEREAS**, Brazoria County Municipal Utility District No. 24 (The District) is a conservation and reclamation district and a political subdivision of the State of Texas, created by order of the Texas Commission on Environmental Quality (the “Commission”); and

**WHEREAS**, the City, the Developer, and the District previously entered into a Utility Services Contract for Martha’s Vineyard Development effective February 4, 2016 (the “Contract”); and

**WHEREAS**, the City has determined that there is no longer a need for the City and the District to enter into the garbage collection contract or the fire protection agreement as described in the Contract; and

**WHEREAS**, the parties now wish to amend the Contract as provided in the First Amendment; and

**WHEREAS**, the City Council has considered the matter and deems it in the public interest to authorize this action;

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2.** That the City Council of Alvin, Texas, hereby adopts the First Amendment to the Utility Services Contract for Martha’s Vineyard Development between the City of Alvin, Texas (the “City”), Lesco Enterprises, Inc. (the “Developer”), and Brazoria County Municipal Utility District No. 24 (the “District”)

**Section 3. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution 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.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

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

\_\_\_\_\_  
Dixie Roberts, City Secretary

**FIRST AMENDMENT TO THE  
UTILITY SERVICES CONTRACT FOR MARTHA'S VINEYARD DEVELOPMENT**

This First Amendment to the Utility Services Contract for Martha's Vineyard Development (this "Amendment") is entered into effective \_\_\_\_\_, 2018 (the "Effective Date") by and between the CITY OF ALVIN, TEXAS (the "City"), LESCO ENTERPRISES, INC. (the "Developer"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24 (the "District").

**RECITALS**

WHEREAS, the City, the Developer, and the District previously entered into a Utility Services Contract for Martha's Vineyard Development effective February 4, 2016 (the "Contract"); and

WHEREAS, the City has determined that there is no longer a need for the City and the District to enter into the garbage collection contract or the fire protection agreement as described in the Contract; and

WHEREAS, the parties now wish to amend the Contract as provided below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits herein contained, the City, the Developer, and the District agree as follows:

**AGREEMENT**

I. Section 3.1 of the Contract is revised to read as follows:

3.1. **Garbage Collection Contract.** Under the terms of the Original Utility Services Contract, the parties expressed an intention that the City and the District will enter into a mutually agreeable contract under which the City will provide garbage collection services to the residents of the District at the rate established in the City Code of Ordinances for similarly situated customers. The District and the City now expressly intend to amend the Original Utility Services Contract to provide that as between the City and the District, the District will be solely responsible for providing garbage collection services to the residents of the District until such time as the District is annexed into the City's corporate limits pursuant to the provisions of Article 2 of the Strategic Partnership Agreement between the City and the District, as same may be amended.

II. Section 3.3 of the Contract is deleted.

III. It is the intent of the District and the City that there be no requirement that the District be obligated with regard to fire or emergency medical service under the Contract or any other agreement between the District and the City.

- IV. Except as specifically amended in this Amendment, the Contract shall remain in full force and effect in accordance with its original terms and conditions. Capitalized terms used herein shall have the same meanings given them in the Contract.
- V. This Amendment and the Contract constitute the entire agreement by and between parties regarding this matter, and there are no prior effective agreements, whether written or oral. Each of the parties expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Amendment and the Contract, was made to or relied upon by that party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGES FOLLOW]

LESCO ENTERPRISES, INC.,  
a Texas corporation

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

Name: Renee L. McGuire

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

CITY OF ALVIN, TEXAS

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Mayor

ATTEST:

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City Secretary

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 24

By:

\_\_\_\_\_  
President, Board of Directors

ATTEST:

By:

\_\_\_\_\_  
Secretary, Board of Directors



# AGENDA COMMENTARY

**Meeting Date:** 11/1/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a waiver of all building permit fees associated with the repair of damages sustained as a result of Hurricane Harvey for the home located at 3407 Meadowlark Lane.

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

**Summary:** On October 29, 2018, the Engineering Department received a request from Lori Calicott for a waiver of all building permit fees for her Grandmother's home located at 3407 Meadowlark Lane. The home sustained damages during Hurricane Harvey in August 2017 and was deemed a "total loss". For reasons as outlined in the attached email request from Ms. Calicott, the home is now scheduled to be repaired with the assistance of a group known as "8 Days of Hope."

Council had previously approved the waiver of all permit fees for repairs to structures that sustained damage due to Hurricane Harvey which expired on July 1, 2018.

Staff recommends approval of this request.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Waiver Request Email from Lori Calicott

**Recommendation:** Move to approve a waiver of all building permit fees associated with the repair of damages sustained as a result of Hurricane Harvey for the home located at 3407 Meadowlark Lane.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## Michelle Segovia

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**From:** Michael Collins  
**Sent:** Monday, October 29, 2018 11:10 AM  
**To:** Michelle Segovia  
**Subject:** FW: Hurricane Harvey Building Permit Fees Waiver Request  
**Attachments:** Mike Collins CFM.vcf

Thank you,

TSBPE Plumbing Inspector # I-2185

-----Original Message-----

**From:** Lori Calicott-Carriere [REDACTED]  
**Sent:** Monday, October 29, 2018 11:07 AM  
**To:** Michael Collins  
**Subject:** Hurricane Harvey Building Permit Fees Waiver Request

Dear City Council Members of the City of Alvin, Texas:

This letter is being submitted as a request that waivers of all building permit fees be waived for the property at 3407 Meadowlark Lane. This request includes permit fees for the electrical, plumbing, and mechanical needs at the property. The house was a "total loss" due to damages sustained during Hurricane Harvey in August 2017. The house has been gutted and cleaned.

Shortly after the hurricane, my Grandmother (and owner of the home at that time), passed away. We were left with an empty house and no means to get it rebuilt. This is when I started researching for any assistance available to people that were in our situation. I was put in to contact with 8 Days of Hope. They have come out several times, but have been unable to do much because the house is in dire need of some electrical and plumbing work prior to any hardware or mechanical work being done. I was told just a couple of weeks ago by Mr. Michael Collins, that I would need to get permits pulled, but before I can do that, I will need to turn in a supply list and an estimate of what it would cost for the items AND labor. I would like to get these two requirements completed now so that I can obtain those permits in order for work to begin on the home immediately, the very next time that the organization is back in our area to work on homes.

At this time, my Aunt, Connie Copeland (the heir to the home) and myself, Lori Calicott, are both unemployed. In the meantime, Connie took a fall and has become permanently disabled and I had to resign my position as a teacher for Alvin ISD to stay at home and help take care of her. Any monies that we get are very limited and are strictly for paying immediate household bills and expenses. We would greatly appreciate your consideration of this request. Please let me know if you have any questions or need further clarification. I have listed my phone number and email address below. Thank you so much!

Kindest regards,

Lori Calicott  
[REDACTED]