

City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1
Vacant, At Large Pos. 2
Scott Reed, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, March 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. PUBLIC HEARING

A. Public Hearing to receive comment on a taxicab license application submitted by Galavant Taxi Company to operate a taxicab service in the City of Alvin.

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. Approve minutes of the February 15, 2018 City Council workshop meeting.

B. Approve minutes of the February 15, 2018 City Council meeting.

C. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the March 24, 2018 Special Runoff Election; and authorize the Mayor to sign.

D. Consider a final plat of Alvin Fairway Lake Property (located south of the Nelson Road and Jephson Street intersection), being a plat of 53.76 acres, being all of lots 50, 59, 62, 71, 74, and part of lot 60, of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, according to the plat as recorded in volume 19, page 147, Deed Records, Brazoria County, Texas.

E. Consider a final plat of Southern Colony Section 4A (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 29.973 acres of land situated in

the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 13, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas.

- F. Consider the purchase of a new Vactor Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$342,876.00.

6. OTHER BUSINESS:

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

- A. Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be held at Briscoe Park on Friday, March 23 to Sunday, March 25, 2018; and authorize the City Manager to sign.
- B. Consider Resolution 18-R-09, authorizing the Mayor to execute a Special Warranty Deed conveying 22.61 acres of land, more or less, of the Alvin Fairway Lake Property to Brazoria County Conservation and Reclamation District Number Three (3).
- C. Consider a final plat of Cline Crossing No. 2 (located near the southeast corner of the Bypass 35 and Highway 6 intersection), being a subdivision of a 22.016 acre tract located in the I. & G.N. Railroad Company Survey, Abstract 400, City of Alvin, Brazoria County, Texas, and being all of reserve "B", block 1, final plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's file no. 2014032877 of the official records of Brazoria County, Texas and part of tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in volume 35, page 107 in the Brazoria County Deed Records.
- D. Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.
- E. Consider an appointment to the Parks and Recreation Board.

7. REPORTS FROM CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

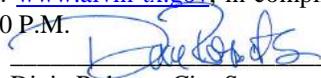
Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- 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. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, February 26, 2018 at 5:00 P.M.




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).**

Alvin Senior Board Meeting Minutes January 8, 2018

Call to Order 8:00 a.m. Board Members Present: Betty Hodges, Marie Hodges, Darrell Brady, Beverly Kimbrough, Loretta Smith, and Board President, Judy Zavalla. Our visitors were: Albert Villegas with the Alvin Sun Newspaper, Dixie Roberts, City Secretary of Alvin, and Amanda Miles. Also present was Michelle Nesrsta Recreation Manger for City of Alvin taking Parks Director Dan Kelinske's place while he was on vacation.

The Oath of Office was administered to Betty Hodges, Loretta Smith and Judy Zavalla by City Secretary Dixie Roberts to serve two-year terms of office on Alvin Senior Board.

Nominations were open for President, Darrell Brady nominated Judy Zavalla, seconded by Marie Hodges, all agreed. Judy appointed Marie Hodges as Vice President. Marie said that Nell Shimek would not be at the meeting, she sent an email or text that she might resign. Judy said she would call Nell and talk to her after the meeting. In the meantime, she as if Loretta Smith would continue to take minutes on a temporary basis until she talks with Nell. Loretta agreed.

Beverly Kimbrough made a motion to approve December minutes, Darrell Brady seconded the motion, all agreed.

Board President Report: Judy Zavalla said she did not have anything to report, but for us to remember Marla in prayer. Ron said she will be back the end of January or the first of February.

Parks Director Report: Given by Michelle Nesrsta, Recreation Manger, City of Alvin gave updates on upcoming events, department projects and improvements. Enrollment for Senior Center for 2018 was 431.

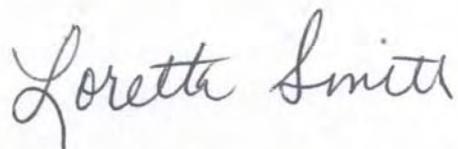
Director Report: Given by Ron Shepherd taking Marla Grigsby's place while she is on sick-leave. Trips booked for January and February with good response. Beverly Kimbrough remarked that Ron has done an excellent job during Marla's absence, everyone agreed. Ron thanked everyone. He said bus was washed and detailed. The leak in the storeroom has been taken care of. Betty Hodges ask about getting new chairs for the center that are over a decade old. Michelle Nesrsta asked what kind of chairs, Betty, Beverly and Marie said they have pictures of the chairs they want for replacement. Michelle offered some ideas for

discussion to replace the chairs, such as funds in the "fueling" category that seniors participate throughout the year. Taking \$1 from the \$3 fuel charge to allocate for new chairs. Ron Shepherd said there are approximately 150 chairs that are used at the Alvin Senior Center. Betty also asked about a portable phone that could be taken with Ron and Marla when they step out of the office to go into the kitchen or other areas of the center. Michelle said she would check on this and send an email to IT and cc Ron, Marla, and Dan.

Volunteer Luncheon coming up in April sometimes around the 15th through the 22nd which is National Volunteer Week. Also a reminder to get your volunteer hours to the office. Beverly Kimbrough noted that Board Members needed to stay after the meeting to take down Christmas Decorations.

Beverly made a motion to adjourn and Darrell seconded, all agreed, meeting was Adjourned.

Respectfully submitted by,

A handwritten signature in cursive script that reads "Loretta Smith". The signature is written in black ink and is positioned below the text "Respectfully submitted by,".

Loretta Smith, Alvin Senior Board Member

MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
January 23, 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, Chris Hartman, Chair; Nicole Kelinske, Secretary; Charles Buckelew; Darrell Dailey; Ashley Davis; Santos Garza; Jake Starkey and Martin Vela. Also present were staff members Sereniah Breland, City Manager; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Randy Reed was 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. Oath of Office to newly appointed members. City Secretary administered the oath of office to newly and reappointed Commission Members Ashley Davis, Martin Vela, Charles Buckelew and Darrell Dailey.

4. Re-organize board.

Commission Member Martin Vela was nominated by Santos Garza for position of Chair. Seconded by Darrell Dailey, Martin Vela was elected unanimously.

Commission Member Jake Starkey was nominated by Charles Buckelew for position of Vice Chair. Seconded by Darrell Dailey, Jake Starkey was elected unanimously.

Commission Member Nicole Kelinske was nominated by Martin Vela for position of Secretary. Seconded by Darrell Dailey, Nicole Kelinske was elected unanimously.

5. Approve the Minutes of the Planning Commission meeting of November 28, 2017.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of November 28, 2017. Seconded by Charles Buckelew, the motion carried on a vote of 8 ayes and 0 nays.

6. Presentation by the City Manager regarding the Comprehensive Plan Update.

City Manager Breland presented an update of the implementation of the City of Alvin Comprehensive Plan.

7. Consider a master preliminary plat of Southern Colony Section 4A, 4B, & 4C, being a subdivision of 90.989 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas; being a partial replat of the T.W. & J.H.B. House subdivision, a subdivision recorded in volume 7, page 301, deed records of

Fort Bend County, Texas; plat records of Fort Bend County, Texas. City Engineer recommends master preliminary plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 8 ayes, 0 nays.

8. Items of Community Interest.

Nicole Kelinske mentioned construction trucks are using CR 150 to enter Forest Heights and are destroying the road. Michelle Segovia stated CR 150 is a county road and the county would need to be contacted regarding the matter. Chris Hartman mentioned there is mud on the streets at the 1900 block of Rosharon after a rain event and needs to be cleaned. Santos Garza mentioned the marquee at PSF looks nice but needs to be kept up to date. Michelle Segovia stated the city has been having technical difficulties with the software, but the city is working through the bugs. Jake Starkey invited everyone to the Special Election Candidate Reception meeting held January 23rd starting at 6:30pm at the Nolan Ryan Center.

9. Staff report and update.

There were no staff report or update.

10. Items for the next meeting.

Michelle Segovia, City Engineer, stated every 5 years the city is required to update the impact fee ordinance. In February she will have City Council appoint the Planning Commission as the Impact Fee Advisory Committee as required for the update.

11. Adjournment.

Commission Member Starkey motioned to adjourn the meeting, seconded by Member Dailey. The motion carried on a vote of 8 ayes. The meeting ended at 6:42 p.m.



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Public Hearing to receive comment on a taxicab license application submitted by Galavant Taxi Company to operate a taxicab service in the City of Alvin.

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

Summary: The City's Code of Ordinances requires that a new taxi service submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police and the City's Health Inspector for vetting. Once completed, a public hearing is held before City Council. A notice of public hearing was advertised in the Alvin Sun on Sunday, February 18, 2018.

Galavant Taxi Company submitted the required application for the operation of one taxicab. All information has been vetted by the City's Inspector and Police Department. This is simply a formal hearing to provide members of the public the opportunity to offer comments before City Council regarding the company's potential service.

After the public hearing is held, the application will be on the next agenda for City Council's consideration of final approval. If approved, all vehicles will be inspected by the City and the application process will be finalized.

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:** 2/21/2018 SLH

Supporting documents attached:

- Copy of a blank taxi application.
- Notice of Public Hearing

Recommendation: No Action needed.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 15, 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 Brad Richards; Councilmembers: Gabe Adame, Adam Arendell, Scott Reed, Glen Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer; Dan Kelinske, Director of Parks & Recreation; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mary Sanders gave the invocation.

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

PUBLIC COMMENT

There were no comments from the public.

PRESENTATIONS

Utility Departmental update.

Brandon Moody gave a brief update on the Utilities Department.

CONSENT AGENDA

Approve minutes of the February 1, 2018 City Council workshop meeting.

Approve minutes of the February 1, 2018 City Council meeting.

Consider Resolution 18-R-08, declaring the results of the February 3, 2018 Special Election for the purpose of electing a member to fill the vacancy of City Council At Large Position 2.

The official canvassing for this election was held on Monday, February 12, 2018, at 6:00 p.m. in the 1st floor conference room at City Hall, which is the statutory last day to canvass this election. Per the State Election Code, a full quorum of the governing body is not required for the canvassing of an election and can be completed with two (2) members of the governing body in attendance. The official election returns were read aloud by the City Secretary at the canvass and an affidavit was signed declaring the official results.

Resolution 18-R-08 formally declares the results of the February 3, 2018 Special Election in resolution and minute format, where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at the February 15th City Council meeting, as this was done at the official canvassing held on Monday, February 12, 2018.

Staff recommends the approval of Resolution 18-R-08.

Consider Resolution 18-R-06, calling and establishing the procedures for the March 24, 2018 Runoff Election in Alvin, Texas, and providing for related matters thereto.

This resolution is calling for a Runoff Election for Saturday, March 24, 2018, to elect a member to fill the Alvin City Council At Large Position 2 vacancy. No candidate in the February 3, 2018 Special Election received more than 50% of the vote, therefore requiring a runoff.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

Early Voting will begin on Wednesday, March 7, 2018 (the day after the primary election), and will go through Tuesday, March 20, 2018, at the Alvin Library.

Early voting dates and hours:

March 7-9; 8am-5pm

March 12-16; 8am-5pm

March 19-20; 7am-7pm

Election Day voting (3/24) will be held at the Alvin Library. The Nolan Ryan Center only had a handful of voters go to this location on February 3rd. An election contract with Brazoria County for this election will be brought before City Council for consideration at the March 1, 2018 meeting.

Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 5, 2018 General Election; and authorize the Mayor to sign.

This is a contract for election services with Brazoria County to conduct the May 5, 2018 General Election for City Council District B, District C, and At Large Position 1. This contract is similar to the contract authorized by City Council every year to conduct City elections. The cost for this General Election could range anywhere from \$6,000-\$10,000. The cost depends on how many other jurisdictions hold a May election. Should this election be canceled, the City may withdraw from said contract. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2015: \$9,471

May 2016: \$6,151

May 2017: \$9,200

*Feb. 2018: \$5,600 *special election*

Early voting in Alvin will be held at the Alvin Library. Election Day voting will be at both the Alvin Library and at the Nolan Ryan Center at Alvin Community College. Registered voters may vote at any Early Voting location during Early Voting, or any Election Day Voting Center in Brazoria County on Election Day.

Consider Resolution 18-R-05, appointing the City of Alvin Planning Commission to serve as the City's Impact Fee Advisory Committee for the 2018 Impact Fee Update.

In accordance with Chapter 395 of the Texas Local Government Code the City is required to update its impact fee study and associated Impact Fee Capital Improvement Plan every five years, the City's most recent update was completed in 2013 and the Planning Commission was appointed as the Impact Fee Advisory Committee. In order to perform the update, an Impact Fee Advisory Committee must be formed and ultimately make recommendations to City Council with regard to the update. Section 395.058 (b) of the Texas Local Government Code gives the governing body of a municipality (City Council) the authority to appoint the City's Planning Commission to serve as the Impact Fee Advisory Committee. The only stipulation is that there is required to be at least one person on the Committee that is a representative of the real estate, development, or building industry and who is not an employee of a political subdivision or government entity. The current City Planning Commission has a member that is a realtor, making the Commission eligible, under the code, to serve as the Impact Fee Advisory Committee. The current schedule has the Impact Fee Advisory Committee bringing a recommendation to City Council regarding impact fees in Summer 2018. Staff recommends approval.

Consider authorizing LBR Taxi to conduct business as a taxicab service in the City of Alvin.

The City's Code of Ordinances requires that any new taxicab service wanting to operate their business within the City, submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police and the City's Health Inspector for vetting. A public hearing before City Council was held on February 1, 2018, as required. There were no comments from any other members of the public, other than the owner of LBR Taxi in favor of their application.

LBR Taxi has submitted the required application for the operation of two taxicabs. All information has been vetted by the City's Inspector and Police Department. City Council must approve this application before they may begin operating within the City.

Currently there are no other licensed taxicab services operating within the City. LBR Taxi stated that they have had many requests for service in Alvin, thus the reason for their application. Staff recommends approval.

Consider the resignation from Alvin Public Library Board member Debra McDonald.

Debra McDonald submitted a letter of resignation from the Alvin Public Library Board (APLB). Ms. McDonald was appointed to the APLB in December 2015 for a term of 3 years, which will expire in December of 2018. This agenda item is the formal acceptance of her resignation.

Chapter 2 of the Code of Ordinances requires the APLB to have five (5) members. The Board currently has five (5) members: Sandra Curtner, Shandar Hobbs, Carrie Parker, Laura Parker and Janet Riddle. There are no applicants on file who wish to serve on the APLB. At this time, a replacement member is not required.

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

OTHER BUSINESS

Consider an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$249,932 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase I; and authorize the City Manager to sign

In 2011, Dannenbaum Engineering Corporation (DEC) completed a grant-funded drainage analysis/study of the M-1 Ditch Watershed. The study identified possible locations for storm water detention and storm sewer system improvements within the watershed. The Moller Road Storm Sewer and Pavement Improvements Project Phase I is the third of several drainage improvement projects that were identified in the original study, and has been divided into three phases to make it more manageable from a financial perspective. Phase I of the project consists of the removal, upsizing, and replacement of approximately 800 feet of the existing storm sewer system and roadway pavement along Moller Road from W. South Street to south of Carmie Street, as well as replacement of the Moller Road crossing over the M-1 Ditch at South Street. Upon completion of this three-phase project, Moller Road will have been converted from an asphalt roadway with hybrid open ditch over underground storm sewer drainage system, to a concrete curb and gutter roadway with underground storm sewer system that will be capable of conveying the 5-year storm event from areas along Stadium Drive to the M-1 Ditch at South Street. The existing drainage system along Moller and Stadium conveys less than a 2-year storm event currently. It is anticipated that the City will see the following benefits once the entire project is complete: improved drainage along Stadium Drive/Moller Road and the associated side streets, a reduction in the number/frequency of losses due to minor flooding of structures in this portion of the M-1 Ditch Watershed, lessen the frequency of street flooding along Stadium Drive, reduce the maintenance costs associated with Moller Road since it will be converted from asphalt to concrete, and increase walkability in the area by adding a sidewalk along Moller Road.

The Engineering Services Agreement being considered will update the 2011 M-1 Study by updating the hydraulic model to include the proposed improvements, provide surveying and geotechnical data for the entire project, provide preliminary engineering for the entire project, and provide final engineering design and complete plan set with bid package for Phase I of the project. It is proposed that these services will be complete in a period of nine to ten months. Approval of this agreement will ensure that construction plans are available and ready for bid by 2019. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council January 18, 2018. Staff recommends approval of this agreement.

Michelle Segovia, City Engineer presented this agreement before City Council.

Council member Thompson moved to approve an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$249,932 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase I; and authorize the City Manager to sign. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider Resolution 18-R-07, accepting the monetary donations from Dogs for Law Enforcement (DLE) and the Alvin Sunrise Rotary Club for the purchase of a trained canine for use by the Alvin Police Department.

In December 2017, our police canine, Nemo, was diagnosed with dilated cardiomyopathy with severe weakening of the left ventricular function and dilation of the left ventricle and left atrium. This is probably an inherited health issue. Along with the diagnosis came the recommendation that Nemo be retired immediately from police service, as any additional stress or excitement could cause his immediate death. It was estimated that with treatment he may live up to a year. Nemo was subsequently retired from active service and a trained replacement, Nick, a 1.5-year-old Dutch Shepherd, was found from Saint Working Dogs in Caldwell, Texas. Nick has been evaluated by our K9 Officer Scott Green over the past several weeks. This evaluation period consisted of socialization to see if they would be viable partners and extensive training to verify and reinforce Nick's training and his ability to follow Officer Green's commands. The evaluation has been successfully completed and Nick is expected to receive all certifications needed during the upcoming 9th Annual Dogs for Law Enforcement Alvin K9 seminar.

The cost to purchase Nick is \$8,000. Dogs for Law Enforcement (DLE), a Houston based non-profit organization which collects charitable donations to support police canine programs, donated \$5,000 and Alvin Sunrise Rotary donated \$3,000. As part of the purchase of Nick, the City acquired full breeding rights. According to Saint Working Dogs, Nick's sire was a well-regarded and commended police dog for many years with no known health issues (a concern based on our retiring canine's health issue).

The retired canine, Nemo, has been adopted by Officer Green who asked that Nemo remain in his care during his last few months. Staff recommends approval of Resolution 18-R-07.

Representatives from the Alvin Sunrise Rotary Club and the DLE were in attendance for a presentation of donations. The new canine "Nick" was also in attendance, making his public debut as a member of the APD.

Council member Reed moved to approve Resolution 18-R-07, accepting the monetary donations from Dogs for Law Enforcement (DLE) and the Alvin Sunrise Rotary Club for the purchase of a trained canine for use by the Alvin Police Department. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider Ordinance 18-C, amending Chapter 21, Subdivisions and Property Development, Article VII, Parkland Dedication and Development Fee; eliminating the four individual park quadrants; providing an effective date; and setting forth other provisions related thereto.

During the 2035 Comprehensive Plan update, referenced in Chapter 4, Objective 4.2.1 "Revise parkland dedication fees in lieu of cash and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land that benefit a larger service area rather than solely requiring dedication within dedication 'zones/quadrants'".

A revision to Article VII Park Land Dedication and Development Fee eliminates the four established zones, thus creating the opportunity to collect development fees and expend those funds anywhere within the City and corporate limits of Alvin. For example, currently, development fees collected in "zone/quadrant 1" can only be expended in "zone/quadrant 1" and so forth. The proposed change eliminates the four individual zones making the entire City and Corporate Limits available for park development fee expenditure, regardless of where the fees are collected. This change will allow for the "pooling" of collected fees to satisfy more expensive objectives that may not necessarily be available if the fees are isolated in a singular "zone".

The existing fees already collected in each zone will remain within that zone until those funds are expended.

Zone 1 fund balance - \$63,000

Zone 2 fund balance - \$0

Zone 3 fund balance - \$19,744

Zone 4 fund balance - \$104,700

Staff recommends approval of Ordinance 18-C.

Dan Kelinske, Director of Parks and Recreation presented this Ordinance with explanation before City Council.

Council member Thompson moved to approve Ordinance 18-C, amending Chapter 21, Subdivisions and Property Development, Article VII, Parkland Dedication and Development Fee; eliminating the four individual park quadrants; providing an effective date; and setting forth other provisions related thereto. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Ordinance 18-F, amending Chapter 24½, Manufactured Homes and Manufactured Home Parks, for the purpose of amending exceptions for the temporary installation of a manufactured home outside of a licensed mobile home park; providing for a penalty; and setting forth other provisions related thereto.

On January 18, 2018, City Council approved Ordinance 18-E granting consent for the creation of the Brazoria County In-City Municipal Utility District 73 (MUD 73).

In accordance with Chapter 49 of the Texas Water Code with regards to the holding of an election confirming the creation of the MUD, there has to be a registered voter that has resided within the boundaries of the proposed district for at least 30 days prior to the election. By allowing a manufactured home to be temporarily installed for a period of time not to exceed twelve (12) months, this would fulfill this requirement. The placement of a Manufactured Home within the boundaries of a newly proposed MUD, in order to establish residence, is a typical practice in the MUD creation process. Rooted Development Group, LLC., Developer of MUD 73, proposes to place a Manufactured Home within the boundary of the MUD along the west side of Mustang Crossing Boulevard and at a point on the property furthest away from FM 1462 (approximately 1,400 feet from 1462) so that it is less visible from the corridor. Approval of Ordinance 18-F amends Chapter 24 ½ of the Code of Ordinances by adding an exception to the Manufactured Home placement standards to allow for the temporary placement (not to exceed twelve months) of a Manufactured Home outside of a Manufactured Home Park for the purpose of MUD creation. Staff recommends approval of Ordinance 18-F.

Michelle Segovia, City Engineer presented this Ordinance with explanation before City Council.

Council member Arendell moved to approve Ordinance 18-F, amending Chapter 24½, Manufactured Homes and Manufactured Home Parks, for the purpose of amending exceptions for the temporary installation of a manufactured home outside of a licensed mobile home park; providing for a penalty; and setting forth other provisions related thereto. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the March 1st City Council meeting.

ITEMS OF COMMUNITY INTEREST

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked the Animal Adoption Center and Police Department for the work they do. He also wished the candidates luck in the runoff election.

Council member Reed expressed his gladness to be back in Texas and apologized for being absent due to his work demands. He commended Brandon Moody, Utility Superintendent, for the departmental presentation.

Council member Arendell announced the annual K-9 training and also wished his mother a very happy birthday.

Council member Richards thanked the city staff and employees for the great job they do.

Council member Adame congratulated the candidates for running a respectable campaign and encouraged the voters to get out and vote. He thanked the Alvin Sunrise Rotary and the Dogs for Law Enforcement for their donations.

Council member Starkey expressed condolences on behalf of the Council to the victims of the recent shooting in Florida. He announced that the Alvin Museum will host an exhibit of the treasures of Tutankhamun on February 22-March 31, 2018.

Mayor Horn thanked Council member Adam Arendell for representing the City on the Houston Galveston Area Council. He also thanked Council member Gabe Adame for overseeing the detention pond projects in his district; and thanked Council member Starkey for reaching out to C & R District 3 on behalf of the City regarding the drainage to the C1 ditch.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:41 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, FEBRUARY 15, 2018
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 p.m. in the first-floor conference room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Brad Richards and Council members: Gabe Adame, Adam Arendell, Scott Reed, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/CFO; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

Discuss current and future Capital Improvement Projects.

The purpose of the City of Alvin's Capital Improvement Program (CIP) is provide clear direction and planning for sustainable infrastructure to the community currently and in the future. The first of the five-year plan is intended to be incorporated into the annual budget. Projects identified for following years are approved for planning purposes only and funds will not be appropriated until the year(s) in which they will be completed. Cost estimates for future projects are also for planning purposes only and are used to aid in the City's long-range financial planning. Projects listed in the 2019-2023 CIP include potential projects from the completion of master plans including, but not limited to, the adopted Parks Master Plan, 2011 M1 Ditch Watershed Flood Protection Study, 2015 Utility Master Plan, and the 2013 Impact Fee Advisory Committee recommendations.

Project Highlights:

Drainage – drainage projects include the construction of storm sewers, underground drainage, detention ponds, as well as culvert and ditch improvements. These projects will help reduce the risk of flooding in residential areas and provide increased storage capacity. Significant improvements include the Moller Road and Durant Street Storm Water and Pavement Projects and the completion of the Durant Detention Pond.

Parks – Parks projects include improvements to parks such as shade, fencing, parking, bleachers, lighting, and signage based up on the input from the Parks and Recreation Board and Parks Master Plan. A design and potential construction of a waterway trail on Mustang Bayou allowing for recreational activities is also planned which was derived from the 2035 Comprehensive Master Plan. Projects also include the design and installation of a disc golf park, splash pad, fishing pier, pavilions, irrigation systems, relocation of play equipment at National Oak Park, concrete walking paths, basketball court, restrooms, play equipment, and Phase III of the Hike and Bike Trail.

Facilities – Facility projects include the expansion of the Alvin Museum and roofing projects for city owned facilities and the design and construction of a Fire/EMS station. This station will house the staff from Fire Station #1 and the EMS Station.

Streets and Sidewalks – Street projects include the annual pavement rehabilitation program, which reuses the existing base and adds material to the road in an effort to repair the road. Concrete sidewalks will also be added through the annual sidewalk program which will comply with the

Americans with Disabilities Act (ADA). The Johnson Street Paving Sidewalk Project including design and construction and the design and construction of an extension of FM528 to Hwy 6 are included in the CIP Program. The annual Concrete Pavement Program includes potential projects in an effort to repair and/or remove concrete pavement and the installation of associated storm pipes, inlets, and manholes. Wayfinding signs are additionally in the process of design and planned to be installed along major roads.

Water/Wastewater – Water and Wastewater projects include the Wastewater Treatment Plant Optimization Improvements (Phase II), Fairway and South Street water line improvements, lift station rehabilitations, lift station expansion, 54” interceptor upgrade, replace water lines, sewer survey, and water tank replacements.

Staff and Council reviewed in detail the projects listed in the 2019-2023 CIP.

ADJOURNMENT

Mayor Horn closed the meeting at 6:45 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the March 24, 2018, Special Runoff Election; and authorize the Mayor to sign.

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

Summary: This is a contract for election services with Brazoria County to conduct the March 24, 2018 Special Runoff Election for City Council At Large Position 2. The cost for this election is estimated to cost about the same as the February special election, \$5,600. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2015: \$9,471

May 2016: \$6,151

May 2017: \$9,200

Feb. 2018: \$5,600 *special election

Early Voting and Election Day Voting will be held at the Alvin Library.

Early Voting Dates/Times:

March 7-9; 8 a.m. – 5 p.m.

March 12-16; 8 a.m. – 5 p.m.

March 19-20; 7 a.m. – 7 p.m.

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

Funding Account: City Clerk/Elections **Amount:** \$5,600 **1295 Form Required?** Yes ___ No X

Legal Review Required: N/A ___ Required X **Date Completed:** 2/21/2018 SLH

Supporting documents attached:

- Election Contract

Recommendation: Move to approve a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the March 24, 2018, Special Runoff Election; 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

SPECIAL ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between THE CITY OF ALVIN, acting by and through the governing body, hereinafter referred to as "Political Subdivision," and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk," and by authority of Section 31.092(a) of the Texas Election Code, for the conduct and supervision of the Political Subdivision's election to be held on March 24, 2018.

RECITALS

Political Subdivision is holding an election at the expense of THE CITY OF ALVIN on March 24, 2018.

The County owns an electronic voting system, the Hart Verity InterCivic, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Political Subdivision agrees to hold a "Special Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Special Election as provided in this Agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Special Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Brazoria County and the County Clerk may enter into other Special election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Brazoria County may enter into Special election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a Special

ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, Special participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Test of Automatic Tabulating Equipment," but the "Political Subdivision" will publish the "Notice of Election."

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. VOTING LOCATIONS

The County Clerk's Election Department shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for election precincts in elections conducted by the County. The proposed voting locations are listed in Attachment A of this Agreement. In the event a voting location is not available, the County Clerk's Election Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the March 24, 2018, Special Election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than March 24, 2018, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the March 24, 2018 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Brazoria County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The County Clerk shall make emergency appointments of election officials if necessary. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County Clerk's Election Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Special Election are eligible to

serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The County Clerk's Election Department shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the County Clerk's Election Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Brazoria County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk's Election Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, Special participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk's Election Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps or related documents are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authority agrees to conduct the Special Election early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have a "Presiding Judge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for the Special early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the County Clerk's Election Department for processing. If faxed, the original should be forwarded to the County Clerk's Election Department.

The County Clerk's Election Department shall, upon request, provide the Political Subdivision and/or the general public with a copy of the early voting report, as well as a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Brazoria County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Special Election. The Presiding Judge, with the assistance of the County Clerk's Election Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk's Election Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunninghammam
Alternate Tabulation Supervisor:	Patricia DeVille
Presiding Judge:	Carrie Parker
Alternate Presiding Judge:	Terrie Beasley

The County Clerk's Election Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk's Election Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

The Elections Department shall post all election night results to our website on election night. <http://www.brazoriacountyvotes.com>.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Special Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Costs for polling places shared by all Political Subdivisions, and shall be divided equally among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be the responsibility of the Political Subdivision calling this Special Election.

X. CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Special Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Special Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk's Election Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall

maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk's Election Department agrees to provide advisory services to the District as necessary to conduct a proper recount, and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and polling places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this Agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this Agreement shall be determined after the election. Political Subdivision agrees to pay to Brazoria County a deposit of \$4,500.00, which represents approximately fifty (50) percent of the total estimated obligation of the Political Subdivision to the County under this Agreement. This deposit shall be paid to Brazoria County within 10 days after the final day to order an election. The final day to order an election is February 17, 2018. Therefore, deposit is due by March 02, 2018. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the March 24, 2018 election and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2018, been executed on behalf of Brazoria County by the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2018, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By: _____
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

By: _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

“ATTACHMENT A”

NOTICE OF EARLY VOTING – CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

AVISO DE VOTACIÓN ADELANTADA – de las ciudades de Alvin CONDADO DE BRAZORIA, TEXAS

March 24, 2018

24 de marzo de 2018

For the Run-off Election of the City of Alvin.

Para las elecciones de desempate de las ciudades de Alvin.

EARLY VOTING BY PERSONAL APPEARANCE LOCATIONS:

SITIOS DE LA VOTACIÓN ADELANTADA EN PERSONA:

Alvin Branch (*Sitio*): Alvin Library, 105 S. Gordon

PERSONAL APPEARANCE TIMES AND DATES FOR ABOVE LOCATIONS:

FECHAS Y HORAS DE LA VOTACIÓN ADELANTADA EN PERSONA:

March 7-9 (*7-9 de marzo*)..... 8 AM – 5 PM

March 12-16 (*12-16 de marzo*) 8 AM – 5 PM

March 19-20 (*19-20 de marzo*) 7 AM – 7 PM

EARLY VOTING BY MAIL: (VOTACIÓN ADELANTADA POR CORREO):

Applications for voting by mail must be received no later than the close of business (5 PM) on March 13, 2018.

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio (5 PM) el 13 de marzo de 2018.

Applications should be mailed to:

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

JOYCE HUDMAN, COUNTY CLERK

111 E LOCUST, SUITE 200

ANGLETON, TX 77515-4654

Or emailed to (*o enviada por email a*): CclerkElections@brazoria-county.com.

JOYCE HUDMAN, COUNTY CLERK, BRAZ



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Alvin Fairway Lake Property (located south of the Nelson Road and Jephson Street intersection), being a plat of 53.76 acres, being all of lots 50, 59, 62, 71, 74, and part of lot 60, of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, according to the plat as recorded in volume 19, page 147, Deed Records, Brazoria County, Texas.

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

Summary: On February 1, 2018, the Engineering Department received the final plat of Alvin Fairway Lake Property for review. The property is located south of the Nelson Road and Jephson Street intersection and is being platted so the City of Alvin can convey the lake in Reserve B (detention pond) to the Brazoria County Conservation and Reclamation District #3 (C & R #3) in accordance with the Memorandum of Understanding that was approved by the City Council on November 2, 2017. The plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on February 20, 2018. Staff recommends approval.

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:** 2/21/2018 SLH

Supporting documents attached:

- Final Plat of Alvin Fairway Lake Property

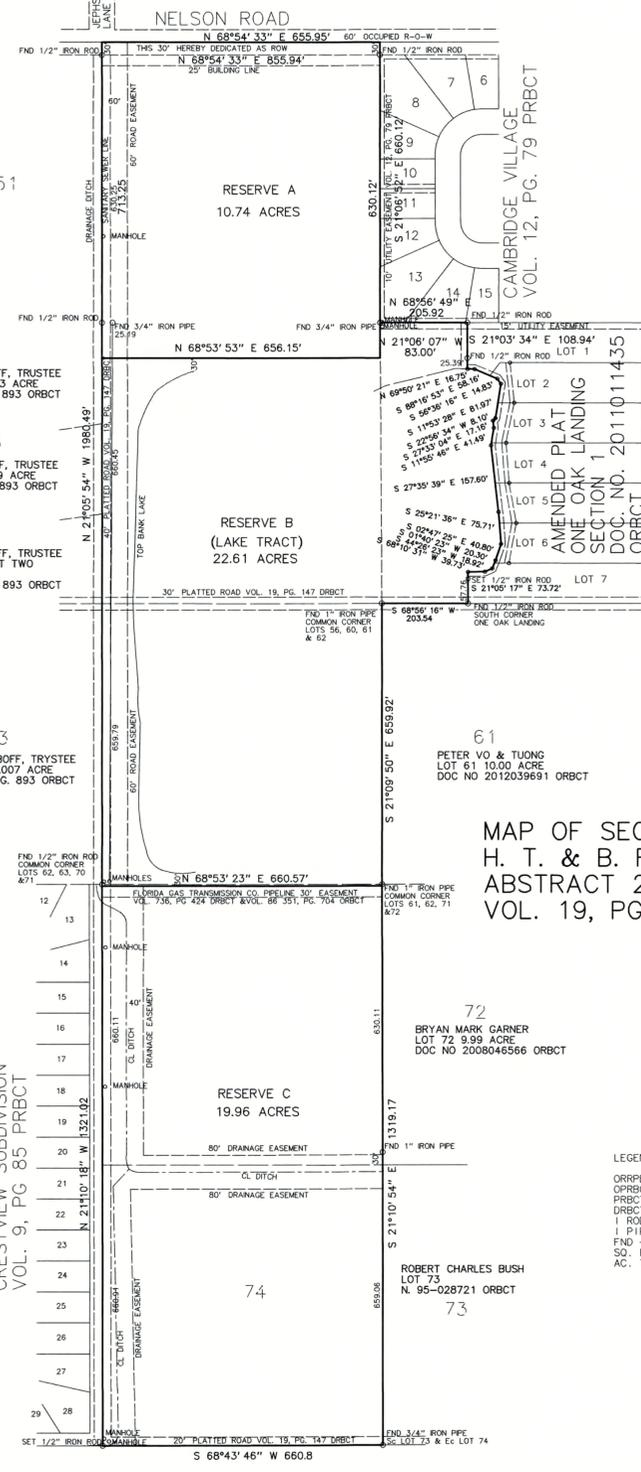
Recommendation: Move to approve the final plat of Alvin Fairway Lake Property (south of the Nelson Road and Jephson Street intersection), being a plat of 53.76 acres, being all of lots 50, 59, 62, 71, 74, and part of lot 60, of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, according to the plat as recorded in volume 19, page 147, Deed Records, 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



MAP OF SECTION 13
H. T. & B. R.R. CO. SURVEY
ABSTRACT 225
VOL. 19, PG. 147 DRBCT

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

APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS _____ DAY OF _____, 2018.

PAUL HORN MAYOR

MICHELLE SEGOVIA CITY ENGINEER

DIXIE ROBERTS CITY SECRETARY

METES AND BOUNDS
53.76 acres of land, being all of Lots 50, 59, 62, 71, 74, and part of Lot 60 of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, according to the plat as recorded in Volume 19, Page 147, Deed Records, Brazoria County, Texas, and being the same land as conveyed to the City of Alvin by deeds as recorded in Document Numbers 2010053144, 2011004842, and 2010053145, Official Records of Real Property, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for the common corner of Lots 56, 60, 61, and 62, of said E.J. Biering Subdivision, being an interior corner of the herein described tract of land;

THENCE South 21 deg. 09 min. 50 sec. East, along the northeast line of said Lot 62 and the southwest line of said Lot 61, a distance of 659.92 feet to a 1/2 inch iron pipe found for the common corner of Lots 61, 62, 71, and 72 of said Subdivision;

THENCE South 21 deg. 10 min. 54 sec. East, along the northeast line of Lot 71 and the southwest line of Lot 72, at 630.11 feet pass a 1/2 inch iron pipe found for reference at 660 feet pass the common corner of Lots 71, 72, 73, and 74 of said Subdivision, and continue for a total distance of 1319.17 feet to a 3/4 inch iron pipe found for the south corner of Lot 73 and the east corner of Lot 74, in the northwest line of Georgen Estates as recorded in Volume 19, Page 427, Plat Records, Brazoria County, Texas;

THENCE South 68 deg. 43 min. 46 sec. West, along the southeast line of Lot 74 and the northwest line of Georgen Estates, a distance of 660.8 feet to a 1/2 inch iron rod set for the southwest corner of Lot 74 and the southeast corner of Crestview Subdivision;

THENCE North 21 deg. 10 min. 18 sec. West, along the southwest line of said Lot 74 and the northeast line of said Crestview Subdivision, a distance of 1321.02 feet to a 1/2 inch iron rod found for the north corner of Crestview Subdivision and the common corner of Lots 62, 63, and 74;

THENCE North 21 deg. 05 min. 54 sec. West, along the northeast line of Lots 63 and 58 and the southwest lines of Lots 62 and 59, at 1320.24 feet pass a 1/2 inch iron rod found for the common corner of Lots 50, 51, 58, and 59 of said E.J. Biering Subdivision, at 1950.49 feet pass a 1/2 inch iron rod found for reference on the south line of Nelson Road, and continue for a total distance of 1980.49 feet to a point for the most west corner of the herein described tract of land, also being the north corner of Lot 51 and the west corner of Lot 50, in Nelson Road;

THENCE North 68 deg. 54 min. 33 sec. East, along the northwest line of said Lot 50, a distance of 655.95 feet to a point for the north corner of the herein described tract of land and the west corner of Cambridge Village as recorded in Volume 12, Page 79, Plat Records, Brazoria County, Texas;

THENCE South 21 deg. 06 min. 52 sec. East, along the southwest line of Cambridge Village, a distance of 660.12 feet to a 3/4 inch iron rod found for the east corner of Lot 50, the north corner of Lot 59, the west corner of Lot 60, the south corner of said Cambridge Village, and interior corner of the herein described tract of land;

THENCE North 68 deg. 56 min. 49 sec. East, along the southeast line of said Cambridge Village and the northwest line of Lot 60, a distance of 205.92 feet to a 1/2 inch iron rod found for the west corner of One Oak Landing according to the amended Plat as recorded in Document Number 2011011435, Official Records of Real Property, Brazoria County, Texas;

THENCE South 21 deg. 03 min. 34 sec. East, along the southwest line of said One Oak Landing, at 83.55 feet pass a 1/2 inch iron rod found for reference and continue for a total distance of 108.94 feet to a point for the lower northwest corner of said One Oak Landing;

THENCE in a East-Southeast direction, along and with the southwesterly line of One Oak Landing with the following courses and distances:

North 69 deg. 50 min 21 sec. East, a distance of 16.75 feet to a point for angle;
 South 88 deg. 16 min. 53 sec. East a distance of 58.16 feet to a point for angle;
 South 56 deg. 36 min. 16 sec. East a distance of 14.83 feet to a point for angle;
 South 11 deg. 53 min. 28 sec. East a distance of 81.97 feet to a point for angle;
 South 22 deg. 56 min. 34 sec. West a distance of 8.10 feet to a point for angle;
 South 27 deg. 33 min. 04 sec. East a distance of 17.16 feet to a point for angle;
 South 11 deg. 55 min. 46 sec. East a distance of 41.49 feet to a point for angle;
 South 27 deg. 35 min. 39 sec. East a distance of 157.60 feet to a point for angle;
 South 25 deg. 21 min. 36 sec. East a distance of 75.71 feet to a point for angle;
 South 02 deg. 47 min. 25 sec. East a distance of 40.30 feet to a point for angle;
 South 01 deg. 40 min. 23 sec. West a distance of 20.30 feet to a point for angle;
 South 44 deg. 26 min. 23 sec. West a distance of 18.92 feet to a point for angle;
 South 68 deg. 10 min. 31 sec. West a distance of 39.73 feet to a for the upper southwest corner of Lot 7 of said One Oak Landing;

HENCE South 21 deg. 05 min. 17 sec. East, at 15.96 feet pass a 1/2 inch iron rod set for reference and continue for a total distance of 73.72 feet to a 1/2 inch iron rod found for the south corner of said Lot 7, One Oak Landing, in the northwest line of said Lot 61;

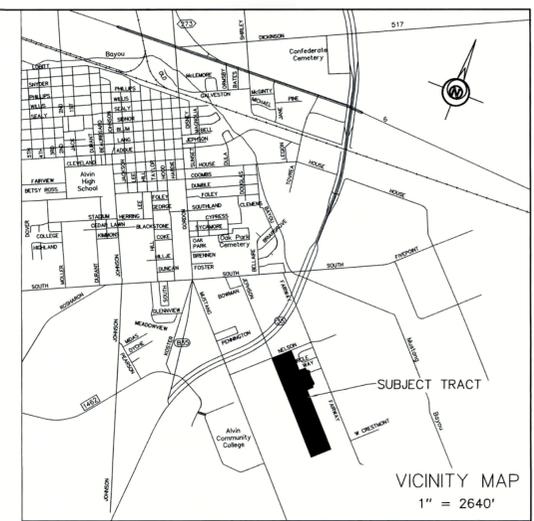
THENCE South 68 deg. 56 min. 16 sec. West, along the northeast line of said Lot 61, a distance of 203.54 feet to the PLACE OF BEGINNING and containing 53.76 acres of land.

- NOTES:
- CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.
 - SOURCE OF BEARING BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NAZ011) AS COMPUTED FROM THE LITCA TEXAS SMARTNET RTK GPS NETWORK
 - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT. IF REQUIRED.
 - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, do hereby certify that this plat correctly represents a survey made under my supervision on the ground in accordance with the information provided me and correctly represents the fact as found at the time of survey and is true and correct and that all lot corners, angle points, and points of curvature are properly marked with 3/4" iron pipes or as shown on this plat.

WITNESS MY HAND AND SEAL THIS 15 DAY OF FEB. 2018.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796
Gormly Surveying, Inc. FIRM# 10095700
P. O. Box 862, Alvin, Texas 77512-0862 Phone (281) 331-0883



OWNER: CITY OF ALVIN
ADDRESS: 216 WEST SEALY ALVIN, TX 77511
STATE OF TEXAS
COUNTY OF BRAZORIA

We, THE CITY OF ALVIN, acting by and through our agent, MAYOR PAUL HORN, owners of the property subdivided in the above and foregoing map of FINAL PLAT OF ALVIN FAIRWAY LAKE PROPERTY, being a plot of 53.76 acres, being all of Lots 50, 59, 62, 71, 74, and part of Lot 60, of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, as recorded in Volume 19, Page 147, Deed Records, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easements as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in _____ (City), _____ County, Texas, this _____ day of _____, 2018.

MAYOR PAUL HORN

STATE OF TEXAS
COUNTY OF BRAZORIA:

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

Given under my hand and seal of Office, this _____ day of _____, 2018.

Notary Public in and for the State of Texas.

My Commission Expires: _____

FINAL PLAT OF ALVIN FAIRWAY LAKE PROPERTY

FEBRUARY 15, 2018
3 RESERVES, 1 BLOCK

A PLAT OF 53.76 ACRES, BEING ALL OF LOTS 50, 59, 62, 71, 74, AND PART OF LOT 60, OF THE E.J. BIERING SUBDIVISION OF THE H.T. & B.R.R. COMPANY SURVEY, ABSTRACT 225, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 19, PAGE 147, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

SURVEYOR:
GORMLY SURVEYING, INC.
P.O. BOX 862
ALVIN, TX 77511
281-331-0883
FIRM# 10095700
CONTACT: CHAD A. GORMLY

OWNER:
CITY OF ALVIN
216 W. SEALY
ALVIN, TX 77511
281-338-434
CONTACT: MICHELLE SEGOVIA

STATE OF TEXAS
COUNTY OF BRAZORIA

I, _____ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on _____, 2018, at _____ o'clock _____ M. in Document Number _____.

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

Deputy _____ County Clerk of Brazoria County, Texas.



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Southern Colony Section 4A (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 29.973 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 13, 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 Discussion & Direction

Summary: On February 1, 2018, the Engineering Department received the final plat of Southern Colony Section 4A for review. This final plat consists of 148 lots, 8 reserves, and 6 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 February 20, 2018. Staff recommends approval.

Funding Expected: Revenue ___ Expenditure ___ N/A X **Budgeted Item:** Yes ___ No ___ N/A X
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No X
Legal Review Required: N/A X Required ___ **Date Completed:** 2/21/2018 SLH

Supporting documents attached:

- Final Plat of Southern Colony Section 4A

Recommendation: Move to approve the final plat of Southern Colony Section 4A (located along the east side of FM 521 north of Juliff-Manvel Road), being a subdivision of 29.973 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 13, 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

STATE OF TEXAS
COUNTY OF FORT BEND

WE, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ACTING BY AND THROUGH THOMAS H. BURESON, EXECUTIVE VICE PRESIDENT, BEING AN OFFICER OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 29.973 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF SOUTHERN COLONY SECTION 4A, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SOUTHERN COLONY SECTION 4A WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS, AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY THOMAS H. BURESON, EXECUTIVE VICE PRESIDENT, THEREUNTO AUTHORIZED.

THIS _____ DAY OF _____, 2018.

FORESTAR (USA) REAL ESTATE GROUP INC.
A DELAWARE CORPORATION

BY: _____
THOMAS H. BURESON, EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS H. BURESON, EXECUTIVE VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, _____

THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, HEATHER L. SIDES, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "LJA ENG" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 13)

HEATHER L. SIDES, R.P.L.S., PLS, CF#65
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5997

I, MICHAEL S. RUSK, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457

CITY OF ALVIN APPROVAL

PAUL HORN, MAYOR

DIXIE ROBERTS, CITY SECRETARY

MICHELLE SEGOVIA, CITY ENGINEER

SOUTHERN COLONY SECTION 4A
29.973 ACRES

A 29.973 ACRE TRACT, LOCATED IN THE WILLIAM HALL LEAGUE, A-31, OUT OF THE 276.528 ACRE TRACT DESCRIBED IN THE DEED FROM MELLON PROPERTIES COMPANY TO ELAN DEVELOPMENT COMPANY, INC., RECORDED UNDER FILE NUMBER 1999057398, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AND OUT OF LOT 13 OF THE T.W. AND J.H.B. HOUSE SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 301, OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83):

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET FOR THE NORTHEAST CORNER RESERVE "A" OF SOUTHERN COLONY SECTION 2B, A SUBDIVISION OF RECORD UNDER PLAT NUMBER 20170104, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, COMMON TO THE SOUTH LINE OF THE 162.2524 ACRE TRACT DESCRIBED IN DEED FROM THOMAS F. LOFTUS III, TRUSTEE TO HANNOVER ESTATES, LTD., RECORDED UNDER FILE NUMBER 2004018462, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 86° 48' 40" EAST - 608.15' ALONG THE SOUTH LINE OF SAID 162.2524 ACRE TRACT TO AN ANGLE POINT IN THE SOUTH LINE OF SAID 162.2524 ACRE TRACT;

THENCE NORTH 86° 57' 25" EAST - 675.70' CONTINUING ALONG THE SOUTH LINE OF SAID 162.2524 ACRE TRACT TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 13 AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 03° 03' 31" EAST - 876.64' ALONG THE EAST LINE OF SAID LOT 13 TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 84° 04' 51" WEST - 204.64' TO A POINT FOR CORNER;

THENCE SOUTH 69° 39' 06" WEST - 72.67' TO A POINT FOR CORNER;

THENCE SOUTH 86° 50' 49" WEST - 244.05' TO A POINT FOR CORNER;

THENCE NORTH 03° 09' 11" WEST - 59.53' TO A POINT FOR CORNER;

THENCE SOUTH 86° 50' 49" WEST - 170.00' TO A POINT FOR CORNER;

THENCE SOUTH 03° 09' 11" EAST - 150.00' TO A POINT FOR CORNER;

THENCE SOUTH 25° 13' 17" WEST - 98.34' TO A POINT FOR THE NORTHEAST CORNER OF LOT 5, BLOCK 1 OF SOUTHERN COLONY SECTION 3A, A SUBDIVISION OF RECORD UNDER PLAT NUMBER 20170206 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID SOUTHERN COLONY SECTION 3A THE FOLLOWING SIX (6) COURSES:

1. SOUTH 86° 37' 26" WEST - 278.78' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;
2. SOUTH 01° 05' 37" EAST - 108.98' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;
3. SOUTH 86° 50' 49" WEST - 28.61' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET, THE BEGINNING OF A CURVE;
4. 79.42' ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00', A CENTRAL ANGLE OF 14° 00' 07", AND A CHORD WHICH BEARS NORTH 86° 09' 07" WEST -79.23' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;
5. NORTH 79° 09' 04" WEST - 100.02' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET, THE BEGINNING OF A CURVE;
6. 91.63' ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 375.00', A CENTRAL ANGLE OF 14° 00' 02", AND A CHORD WHICH BEARS NORTH 86° 09' 04" WEST - 91.40' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET FOR AN EAST CORNER OF SOUTHERN COLONY SECTION 1, A SUBDIVISION OF RECORD UNDER PLAT NUMBER 20050137 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, THE BEGINNING OF A REVERSE CURVE;

THENCE 39.27' ALONG AN EAST LINE OF SAID SOUTHERN COLONY SECTION 1 AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS NORTH 48° 09' 11" WEST - 35.36' A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET FOR THE NORTHEAST CORNER OF SAID SOUTHERN COLONY SECTION 1 COMMON TO THE SOUTHEAST CORNER OF SOUTHERN COLONY SECTION 2A, A SUBDIVISION OF RECORD UNDER PLAT NUMBER 20160263 OF THE PLAT RECORDS OF FORT BEND COUNTY TEXAS;

THENCE, 48.90' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2A AND ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00', A CENTRAL ANGLE OF 08° 45' 17", AND A CHORD WHICH BEARS NORTH 01° 13' 28" EAST, 48.85' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;

THENCE NORTH 05° 36' 06" EAST - 148.31' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2A TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET, THE BEGINNING OF A CURVE;

THENCE, 58.06' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2A AND ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 380.00', A CENTRAL ANGLE OF 08° 45' 17", AND A CHORD WHICH BEARS NORTH 01° 13' 28" EAST, 58.01' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;

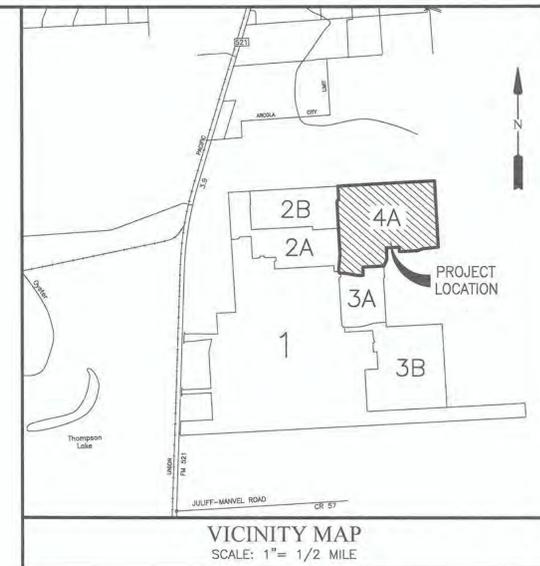
THENCE NORTH 03° 09' 11" WEST - 666.87' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2A AT 317.07' FEET PASS THE NORTHEAST CORNER OF SAID SOUTHERN COLONY SECTION 2A COMMON TO THE SOUTHEAST CORNER OF THE AFORESAID SOUTHERN COLONY SECTION 2B, CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2B TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET, THE BEGINNING OF A CURVE;

THENCE, 39.27' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2B AND ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS NORTH 41° 50' 49" EAST - 35.36' TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;

THENCE NORTH 03° 09' 11" WEST - 50.00' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2B TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;

THENCE SOUTH 86° 50' 49" WEST - 0.82' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2B TO A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET;

THENCE NORTH 03° 09' 11" WEST - 130.92' CONTINUING ALONG THE EAST LINE OF SAID SOUTHERN COLONY SECTION 2B TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND CONTAINING 29.973 ACRES OF LAND.



I, RICHARD W. STOLLEIS, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

RICHARD W. STOLLEIS, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS,

THIS _____ DAY OF _____, 2018.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

ROBERT E. HEBERT
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

JAMES PATTERSON
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2018 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT
OF
SOUTHERN COLONY
SECTION 4A
A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 29.973 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS BEING A REPLAT OF LOT 13, T.W. & J.W.B. HOUSE SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 7, PAGE 301 DEED RECORDS, OF FORT BEND COUNTY, TEXAS.

148 LOTS 8 RESERVES (2.035 ACRES) 6 BLOCKS
FEBRUARY 14, 2018 JOB NO. 1019-8004A

OWNERS:
FORESTAR (USA) REAL ESTATE GROUP INC.
A DELAWARE CORPORATION
THOMAS H. BURESON, EXECUTIVE VICE PRESIDENT
6300 BEE CAVE ROAD, BUILDING II, SUITE 500, AUSTIN, TEXAS 78746
PH. (817) 835-0650

SURVEYOR:
LJA Surveying, Inc.
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5028
T.B.P.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
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FRN-F-1386
T.B.P.L.S. Firm No. 10110501

DIR. _____
COORD. _____
MYLAR CHECK: _____
Date/Time : Tue, 13 Feb 2018 10:48:00
Path/Name : E:\Projects\PLATTING\1019\03_PLATS\Southern Colony 4A_FP.dwg

- NOTES:
1. THERE ARE NO PIPELINE EASEMENTS WITHIN THIS PLAT.
 2. ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 48157C0465 L, MAP REVISED APRIL 2, 2014, THIS PLAT LIES IN UNSHADED ZONE "X", OUTSIDE THE 100-YEAR FLOOD PLAIN.
 3. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 61.50 FEET (NGVD 29, 73 ADJ.) ABOVE MEAN SEA LEVEL. IN ADDITION TO THIS MINIMUM, NO FLOOR SLAB SHALL BE LESS THAN 1.5 FEET ABOVE NATURAL GROUND.
 4. 2.035 ACRES OF COMMON LANDSCAPE AREA ARE SUPPLIED IN THIS SECTION. 29,973 OVERALL ACRES X .7% = 2,098 ACRES OF COMMON LANDSCAPE AREA ARE REQUIRED FOR THE PLANNED UNIT DEVELOPMENT, RESULTING IN 0.063 ACRES BEING NEEDED FROM PREVIOUS SECTIONS. PREVIOUS SECTIONS 2A, 2B, 3A & 3B HAVE PROVIDED A SURPLUS AMOUNT OF 1.460 ACRES OF COMMON LANDSCAPE AREA. THEREFORE 1.460 ACRES SURPLUS 0.063 ACRES NEEDED FOR SECTION 4A LEAVES A REMAINING SURPLUS OF 1.397 ACRES OF COMMON LANDSCAPE AREA.
 5. THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY UTILITY DISTRICT NO. 131, SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, FORT BEND COUNTY SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE E.T. OF THE CITY OF ALVIN AND FORT BEND COUNTY.
 6. ALL BUILDING LINE TRANSITIONS ARE AT 45° ANGLES TO THE STRAIGHT SIDE LOT LINE WHERE THE TRANSITION OCCURS.
 7. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
 8. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99962897.
 9. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED.
 10. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
 11. IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
 12. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE OF CENTRAL TEXAS, DATED FEBRUARY 06, 2018, EFFECTIVE DATE OF JANUARY 30, 2018. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 13. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UP ON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
 14. ALL LOT LINES SHALL HAVE A MINIMUM 5' SIDE YARD SETBACK LINE.
 15. THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO.2.
 16. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
 17. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
 18. T.B.M. INDICATES TEMPORARY BENCHMARK; TBM-B; CHISELED BOX ON TOP OF A TYPE "C" CURB INLET LOCATED AT THE WESTERLY SIDE OF THE INTERSECTION OF FARTHING LANE AND DATED OAK STREET.
ELEVATION = 60.50', NGVD29, 1973 ADJ.
 19. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS.
 20. THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
 21. A MINIMUM DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
 22. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5-FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
 23. THE HOMEOWNERS' ASSOCIATION WILL OWN AND MAINTAIN RESERVES "A", "B", "C", "D", "E", "F", "G" & "H".
 24. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME RESTRICTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
 25. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.

LINE	BEARING	DISTANCE
L1	S 89°39'06" W	72.67'
L2	N 03°09'11" W	59.53'
L3	S 86°50'49" W	170.00'
L4	S 03°09'11" W	150.00'
L5	S 25°13'17" W	98.34'
L6	S 86°37'26" W	278.78'
L7	S 01°05'37" E	108.98'
L8	S 86°50'49" W	28.61'
L9	N 79°09'04" W	100.02'
L10	N 05°36'08" E	148.31'
L11	N 03°09'11" W	50.00'
L12	S 86°50'49" W	0.92'
L13	N 03°09'11" W	130.92'
L14	N 14°03'34" E	9.00'
L15	N 26°01'55" W	8.00'
L16	N 86°56'29" E	35.89'
L17	N 75°50'14" E	64.88'
L18	N 81°27'46" W	52.48'
L19	S 03°09'11" W	110.65'
L20	S 03°09'11" W	85.00'
L21	S 03°40'07" W	18.43'
L22	N 86°56'29" E	35.89'
L23	S 86°56'29" W	35.89'
L24	S 75°50'14" W	64.88'
L25	S 86°50'49" W	106.26'
L26	S 03°09'11" W	35.00'
L27	N 03°09'11" W	35.00'
L28	S 86°50'49" W	110.26'
L29	S 03°09'11" W	55.42'
L30	N 03°09'11" W	54.74'
L31	S 86°50'49" W	80.00'
L32	N 03°09'11" W	105.35'
L33	S 86°50'49" W	103.21'
L34	N 86°50'49" E	103.21'
L35	S 75°50'14" W	1.62'
L36	N 81°27'46" W	52.48'
L37	N 86°48'40" E	131.01'
L38	S 86°50'49" W	112.59'
L39	S 86°50'49" W	118.92'
L40	N 48°09'11" W	14.14'
L41	N 65°33'52" W	20.00'
L42	S 59°15'31" W	20.00'
L43	S 86°50'49" W	60.00'
L44	S 56°15'25" W	20.00'
L45	N 49°57'04" E	20.00'

LOT	SQ. FT.	LOT WIDTH AT B.L.
BLOCK 1		
LOT 1	5,798	50.00
LOT 2	5,799	50.00
LOT 3	5,801	50.00
LOT 4	5,803	50.00
LOT 5	5,804	50.00
LOT 6	5,806	50.00
LOT 7	5,807	50.00
LOT 8	5,809	50.00
LOT 9	5,811	50.00
LOT 10	5,812	50.00
LOT 11	5,814	50.00
LOT 12	5,815	50.00
LOT 13	5,817	50.00
LOT 14	5,818	50.00
LOT 15	5,820	50.00
LOT 16	5,822	50.00
LOT 17	5,823	50.00
LOT 18	5,825	50.00
LOT 19	5,826	50.00
LOT 20	5,828	50.00
LOT 21	6,861	50.00
BLOCK 2		
LOT 1	6,552	50.00
LOT 2	6,544	50.00
LOT 3	6,540	50.00
LOT 4	6,536	50.00
LOT 5	6,532	50.00
LOT 6	6,528	50.00
LOT 7	6,523	50.00
LOT 8	6,519	50.00
LOT 9	6,515	50.00
LOT 10	6,511	50.00
LOT 11	6,507	50.00
LOT 12	6,503	50.00
LOT 13	6,499	50.00
BLOCK 3		
LOT 1	7,054	54.57
LOT 2	6,492	50.23
LOT 3	6,258	50.87
LOT 4	5,897	50.91
LOT 5	5,901	50.57
LOT 6	6,204	50.26
LOT 7	6,061	50.10
LOT 8	5,982	50.00
LOT 9	5,976	50.00

LOT	SQ. FT.	LOT WIDTH AT B.L.
BLOCK 4		
LOT 1	7,066	50.00
LOT 2	6,515	59.44
LOT 3	6,367	53.12
LOT 4	9,565	60.24
LOT 5	13,129	59.86
LOT 6	12,128	59.86
LOT 7	13,759	57.28
LOT 8	6,839	58.09
LOT 9	6,678	50.11
LOT 10	7,859	50.03
LOT 11	7,066	50.00
LOT 12	6,000	50.00
LOT 13	6,000	50.00
LOT 14	6,000	50.00
LOT 15	6,000	50.00
LOT 16	6,000	50.00
LOT 17	5,749	50.00
LOT 18	5,628	50.14
BLOCK 5		
LOT 1	6,500	50.00
LOT 2	6,500	50.00
LOT 3	6,500	50.00
LOT 4	6,500	50.00
LOT 5	6,500	50.00
LOT 6	6,500	50.00
LOT 7	6,500	50.00
LOT 8	6,500	50.00
LOT 9	6,500	50.00
LOT 10	6,500	50.00
LOT 11	6,500	50.00
LOT 12	6,500	50.00
LOT 13	6,500	50.00
LOT 14	6,500	50.00
LOT 15	6,500	50.00
LOT 16	6,500	50.00
LOT 17	6,500	50.00
LOT 18	6,500	50.00
LOT 19	6,500	50.00
LOT 20	6,016	50.02
LOT 21	6,246	50.36
LOT 22	5,764	51.02
LOT 23	6,290	61.93
LOT 24	6,333	61.93
LOT 25	5,812	51.02
LOT 26	7,000	54.69
LOT 27	6,812	50.41
LOT 28	6,277	50.00
LOT 29	7,066	50.00
LOT 30	7,875	61.68
LOT 31	6,757	50.42
LOT 32	6,453	50.14
LOT 33	6,019	50.01
LOT 34	5,759	50.00

LOT	SQ. FT.	LOT WIDTH AT B.L.
BLOCK 6		
LOT 1	7,066	50.00
LOT 2	6,000	50.00
LOT 3	6,000	50.00
LOT 4	6,000	50.00
LOT 5	6,000	50.00
LOT 6	6,000	50.00
LOT 7	6,000	50.00
LOT 8	6,000	50.00
LOT 9	6,000	50.00
LOT 10	6,000	50.00
LOT 11	6,000	50.00
LOT 12	6,000	50.00
LOT 13	6,000	50.00
LOT 14	6,000	50.00
LOT 15	6,000	50.00
LOT 16	6,000	50.00
LOT 17	7,066	50.00
LOT 18	7,066	50.00
LOT 19	6,000	50.00
LOT 20	6,016	50.02
LOT 21	6,246	50.36
LOT 22	5,764	51.02
LOT 23	6,290	61.93
LOT 24	6,333	61.93
LOT 25	5,812	51.02
LOT 26	7,000	54.69
LOT 27	6,812	50.41
LOT 28	6,277	50.00
LOT 29	7,066	50.00
LOT 30	7,875	61.68
LOT 31	6,757	50.42
LOT 32	6,453	50.14
LOT 33	6,019	50.01
LOT 34	5,759	50.00

LOT	SQ. FT.	LOT WIDTH AT B.L.
BLOCK 6		
LOT 35	5,798	50.00
LOT 36	5,794	50.00
LOT 37	5,752	50.00
LOT 38	6,029	50.00
LOT 39	6,483	50.26
LOT 40	6,656	51.01
LOT 41	6,431	50.80
LOT 42	6,088	50.15
LOT 43	6,001	50.00
LOT 44	6,000	50.00
LOT 45	6,000	50.00
LOT 46	7,066	50.00
LOT 47	7,066	50.00
LOT 48	6,000	50.00
LOT 49	6,000	50.00
LOT 50	6,000	50.00
LOT 51	6,000	50.00
LOT 52	6,500	50.00
LOT 53	6,279	50.00
LOT 54	6,773	50.12
LOT 55	7,020	52.10
LOT 56	6,063	52.29
LOT 57	6,194	57.17
LOT 58	5,903	57.17
LOT 59	5,751	52.29
LOT 60	6,318	50.41
LOT 61	6,058	50.08
LOT 62	6,000	50.00
LOT 63	6,000	50.00
LOT 64	6,000	50.00
LOT 65	6,000	50.00
LOT 66	6,000	50.00
LOT 67	6,000	50.00
LOT 68	7,066	50.00

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	325.00'	140°00'00"	78.42'	79.23'	N 88°09'07" W
C2	375.00'	140°00'00"	91.63'	91.40'	N 88°09'04" W
C3	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C4	320.00'	8°45'17"	48.90'	48.85'	N 01°13'28" E
C5	380.00'	11°06'16"	58.06'	58.01'	N 01°13'28" E
C6	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" E
C7	500.00'	8°25'59"	73.58'	73.52'	S 07°22'08" E
C8	500.00'	17°12'44"	150.21'	149.64'	S 84°32'48" E
C9	300.00'	22°52'44"	119.79'	119.00'	S 79°24'27" W
C10	500.00'	11°06'16"	96.90'	96.75'	S 81°23'22" W
C11	1000.00'	11°06'16"	192.16'	191.86'	S 81°20'32" W
C12	430.00'	11°41'24"	87.73'	87.58'	N 87°18'29" W
C13	430.00'	11°41'24"	87.73'	87.58'	N 87°18'29" W
C14	300.00'	11°41'24"	61.21'	61.10'	S 02°41'31" W
C15	400.00'	6°49'18"	47.62'	47.80'	S 00°15'28" W
C16	475.00'	1°54'21"	15.80'	15.80'	S 04°06'21" E
C17	25.00'	95°10'38"	41.53'	38.92'	S 92°39'01" E
C18	525.00'	7°11'00"	65.82'	65.78'	N 83°21'00" E
C19	475.00'	11°06'16"	92.06'	91.91'	S 81°23'22" W
C20	1025.00'	11°06'16"	196.98'	196.66'	S 81°20'32" W
C21	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" E
C22	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C23	455.00'	11°23'02"	90.40'	90.25'	N 87°27'40" W
C24	25.00'	101°23'02"	44.24'	38.99'	S 47°32'20" W
C25	25.00'	48°11'23"	21.03'	20.41'	S 27°14'52" E
C26	50.00'	27°22'46"	241.19'	66.87'	S 86°50'49" E
C27	25.00'	48°11'23"	21.03'	20.41'	N 20°56'31" E
C28	325.00'	3°03'32"	17.10'	17.10'	N 01°38'45" W
C29	25.00'	88°16'36"	38.52'	34.82'	N 44°16'36" W
C30	405.00'	4°44'16"	33.49'	33.48'	S 89°12'58" W

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C31	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" W
C32	425.00'	6°43'10"	48.84'	49.81'	S 00°12'24" W
C33	25.00'	85°25'22"	37.27'	33.92'	S 39°08'42" E
C34	25.00'	99°18'28"	43.34'	38.11'	N 51°11'12" E
C35	375.00'	4°40'39"	30.61'	30.61'	N 00°48'51" W
C36	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C37	25.00'	90°00'00"	39.27'	35.36'	N 41°50'49" E
C38</					



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Utilities

Contact: Brian Smith, Public Services Director

Agenda Item: Consider the purchase of a new Vactor Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$342,876.00.

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

Summary: Historically, the Streets Department has been “sharing” the City’s Vactor (when available) with the Utility Department for routine maintenance and cleaning of sewer lines. This has hindered productivity in the Utility Department as well as created scheduling conflicts between the Departments for the use of the Vactor.

As a result, City Council approved funding in the FY18 budget to acquire a new Vactor to be designated for the Utility Department. The original budgeted amount was \$300,000 but due to changes Vactor has made since budgeting for this item, the price has increased. The difference in pricing will be made up by pumps that were budgeted in FY18 coming in at a lower price due to price changes for those items. A Vactor combination truck will be used by the Utility Department for hydro excavating around complex underground lines (fiber optics, electrical and gas), cleaning of sewer lines during televising, vacuuming of lift stations (grease build-up and debris removal), and high-pressure jetting of clogged sewer mains. The new vactor will be an addition to the City’s fleet and not a replacement of an existing vehicle.

This vehicle and chassis is being purchased through the HGAC cooperative purchasing program.

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

Funding Account: 220-6002-00-4150 **Amount:** \$342,876 **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A x Required ___ **Date Completed:** 2/21/2018 SLH

Supporting documents attached:

- Vactor Quotes – HGAC
- Sole Source Letter

Recommendation: Move to approve the purchase of a new Vactor Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$342,876.00.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



Presents a Proposal Summary
of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Alvin
Alvin, TX

Marcus Breidenthal
Tel: 713-823-6107

PRODUCT DESCRIPTION

- 2100 PLUS with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1000 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Indicator on Screen w/ Alarm and Water Pump Flow Indicator
- Front Joystick Boom Control

- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Digital Water Pressure Gauge
- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 3" Y-Strainer w/25' Fill Hose
- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Rear Door
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Hot Shift Blower Drive
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Hand Light w/Bumper Plug
- Strobe Light, LED, Cab Guard, Federal Signal, Amber
- Worklights (2), LED, Telescoping Boom
- Toolbox, Behind Cab
- Safety Cone Storage Rack - Drop in Style
- (1) 8" Adjustable Air Adapter

Chassis Source – Houston Freightliner – Freightliner 114SD 4x2

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Door Stripe Color - None

Chassis Axle - Single

Certified Unit Weight Required - No

Customer Total: \$248,978.00

DELIVERY AND LIFETIME TRAINING INCLUDED
PO WILL GO TO HOUSTON FREIGHTLINER – HGAC CONTRACT

Price valid for 60 Days from date of 1/12/2018

Product Model: 2100PLUS

Product Model: 2100PLUS

Proposal Date: 1/12/2018

Quote Number: 2017-20735

Price List Date: 1/1/2018

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____

Prepared for:
Brian Smith
City of Alvin
216 W Sealy St
Alvin, TX 77511
Phone: 281-388-4315

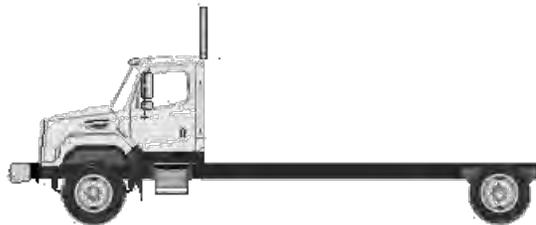
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A proposal for
City of Alvin

Prepared by
HOUSTON FREIGHTLINER, WESTERN STAR
Michael McCarthy

Nov 20, 2017

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-17D	SD PRL-17D (EFF:11/14/17)		
Data Version			
DRL-001	SPECPRO21 DATA RELEASE VER 001		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,576
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK	480	-480
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 46000.0 lbs		
Truck Service			
AA3-003	TANK BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22V	CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-002	TWO REMOTE PTO SPEEDS		
79X-001	REMOTE PTO SPEED 1 SETTING - 700 RPM		
79Y-001	REMOTE PTO SPEED 2 SETTING - 900 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
PMT-998	NO 2013 ENGINE ESCALATOR		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		



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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES	-50	-10
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-998	NO RETARDER		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		



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Data Code	Description	Weight Front	Weight Rear
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

348-998	NO TRANSMISSION ACCESSORIES
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY



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Data Code	Description	Weight Front	Weight Rear
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-1Y2	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	



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Data Code	Description	Weight Front	Weight Rear
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		-2,080
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80
440-006	REAR OIL SEALS		
426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
876-998	NO AIR PP/ELECT AXLE SHIFT,CAB		



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Data Code	Description	Weight Front	Weight Rear
87C-998	NO DRIVE/SHIFT AXLE WIRING/LOGIC		
898-998	NO AIR PP/ELECT-AXLE SHIFT,CHAS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		240
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-097	STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR RH UNDER CAB AND AFT AS POSSIBLE FOR REMAINING TANKS	15	5
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	5	
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
308-998	NO SUPPLEMENTAL TRAILER CABLE WIRING		
30K-998	NO HIGH CURRENT RECEPTACLE/WIRING		
Wheelbase & Frame			



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Data Code	Description	Weight Front	Weight Rear
545-647	6475MM (255 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	700	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	440
552-158	975MM (38 INCH) REAR FRAME OVERHANG		
55W-003	FRAME OVERHANG RANGE: 31 INCH TO 40 INCH	50	-240
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 189.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 186.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 362.61		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 189.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 141.1 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 181.03 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-054	STANDARD MIDSHIP #1 CROSSMEMBERS LOCATED AT H:3150 AND H:4750		
572-020	INVERTED U TRACTOR CROSSMEMBER		10
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100	
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
606-1W1	DRILLING PREP FOR VACTOR DAWG#504400L REV C 8/27/2015		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		



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Data Code	Description	Weight Front	Weight Rear
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-001	FUEL COOLER	10	
Tires			
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		140
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	98	
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		



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Data Code	Description	Weight Front	Weight Rear
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		



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Data Code	Description	Weight Front	Weight Rear
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-804	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, INSTALL SPECIFIC FOR VACTOR BODY, PLUMBING FROM ENG TO RAIL MTD SHUTOFF VALVES AT CUSTOMER SPECIFIED LOCATION	25	
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	



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Data Code	Description	Weight Front	Weight Rear
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		



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Data Code	Description	Weight Front	Weight Rear
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
33U-002	VACTOR INTERLOCK PREP		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-037	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - NEUTRAL INTERLOCK	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
78A-998	NO POSITION/COMMUNICATION ACCESSORY		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		



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Data Code	Description	Weight Front	Weight Rear
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
---------	--	--	--

Secondary Factory Options

82N-998	NO SHIPPING PROTECTION		
923-001	STANDARD ROUTING AND CLIPPING		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9778 lbs	4779 lbs	14557 lbs
Total Weight⁺	9778 lbs	4779 lbs	14557 lbs



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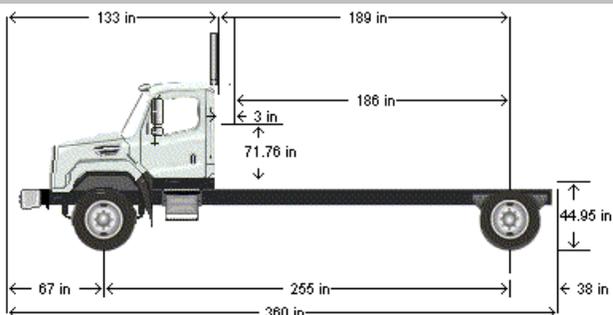
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6475MM (255 INCH) WHEELBASE
Rear Frame Overhang (552)	975MM (38 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	132.9
Bumper to Centerline of Front Axle (BA)	67.3
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	189.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	186.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	227.4
Cab Height (CH)	71.8
Wheelbase (WB)	255.0
Frame Overhang (OH)	38.0
Overall Length (OAL)	360.3
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	44.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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Q U O T A T I O N - P u r c h a s e t h r o u g h H G A C

114SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	20,000# FLAT LEAF FRONT SUSPENSION
CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	6475MM (255 INCH) WHEELBASE
RS-26-185 26,000# T-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	975MM (38 INCH) REAR FRAME OVERHANG
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	93,898	\$	93,898
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	93,898	\$	93,898

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	93,898	\$	93,898
--------------------	-------------------------	-----------	---------------	-----------	---------------

Michael F. McCarthy
 Sales Representative

Daimler Truck Financial

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See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.





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February 23, 2018

To Whom It May Concern:

This letter is written to confirm that Kinloch Equipment and Supply, Inc. is the sole source dealer for Vactor Manufacturing products in the state of Texas.

Kinloch Equipment and Supply, Inc. currently maintains the Sole Source Dealership Agreement to be the only authorized Sales and Service provider in Texas. This includes all new units, all OEM parts, and any and all authorized repairs.

If you require any further assistance, I can be reached at 713-473-6213 or Mbreidenthal@kinlochequip.com.

Regards,

A handwritten signature in black ink, appearing to read 'Marcus Breidenthal', is written over a light blue horizontal line.

Marcus Breidenthal
Kinloch Equipment & Supply, Inc.



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-Off to be held at Briscoe Park on Friday, March 23, 2018 to Sunday, March 25, 2018; and authorize the City Manager to sign.

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

Summary: The Alvin Sunrise Rotary Foundation has requested the City issue a license agreement for the purpose of holding a fundraising event, Music Fest and Bar-B-Q Cook-Off (March 23-25, 2018) in Briscoe Park to include food and alcoholic beverages and providing music and other entertainment.

The Exclusive Use Agreement outlines operational responsibilities of the City and the Alvin Sunrise Rotary Foundation.

Alvin Sunrise Rotary Foundation shall:

- Adhere to governmental regulations concerning the sale of food and alcohol & obtain appropriate permits
- Adhere to City's noise ordinance and obtain appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control
- Maintain the property in clean condition
- Abide by all terms of Community Wide Event Application, including insurance requirements
- Install approximately 800 linear feet of water line with approximately 6 water spigots

The City shall:

- Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property
- Provide barricades and cones for street closure (no cost)
- Provide APD forklift for event purposes (no cost)
- Provide EMS personnel and ambulance (no cost)
- Provide Mobile Command Truck (no cost)
- Waive park user fees
- Provide portable restroom (no cost)
- Provide up to 20 picnic tables and 30 trash barrels with liners (no cost)
- Provide electricity and water, where already furnished (no cost)
- Contribute \$30,000 of Hotel Occupancy Tax (budgeted) funds
- Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and Prevention serviced required by the City
- Waive tent permit fees for individual participating cookers/cook teams

- Waive plumbing permit fee of approximately \$155.00 related to the installation of the water line and spigots

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No x

Legal Review Required: N/A ___ Required x **Date Completed:** 2/21/2018 SLH

Supporting documents attached:

- License Agreement for Exclusive Use of City Property
 - Community Wide Event Application
 - Res. 14-R-37 Donation Agreement
-

Recommendation: Move to approve the License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-Off to be held at Briscoe Park on Friday, March 23, 2018 to Sunday, March 25, 2018; and authorize the City Manager to sign

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2018, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2015, which granted the Licensee naming rights to the pavilion located at Briscoe Park, and exclusive use of the park for one (1) week per year for seven (7) years, up to and including the year 2021.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food, and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

3. Term of License. This License shall begin Monday, **March 19, 2018**, at 6:00 a.m. and continue through Sunday, **March 25, 2018**, at 5:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee qualified as a "Recognized Group" in the Community Wide Event Application and shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, **March 23, 2018**, beginning at 4:00 p.m. through 12:00 a.m., and again Saturday, **March 24, 2018**, beginning at 10:00 a.m. through 12:00 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee shall provide security personnel to perform any traffic control related to the event.
- f. Licensee acknowledges the required security personnel is defined in the "Recognized Group" document to consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, with City of Alvin police personnel given first consideration for paid positions. Licensee further acknowledges the Alvin Chief of Police reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee shall pay the required **City of Alvin** police security and traffic control at Licensee's expense. ~~For reimbursement of security wages of Alvin police officers, Licensee shall submit an invoice to the City within 60 days after the event. Reimbursement of security wages of Alvin police officers shall not exceed \$10,000.~~
- h. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- i. Licensee shall abide by all the terms of the Community Wide Event Application, Ordinances and/or Fees that are not excepted in this Agreement.
- j. Licensee agrees to install approximately eight hundred (800) linear feet of water supply line to include approximately six (6) water spigots.**

City agrees to the following:

- a. Authorize Licensee (TABCO permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide Alvin Police Department forklift for event purposes at no cost to Licensee.
- d. Provide onsite EMS personnel and ambulance at **no cost to Licensee**.
- e. **Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.**
- f. Waive the Park User Fee required by Section 16½-30(c), Code of Ordinances.
- g. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- h. Provide electricity **and water**, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings **at no cost to Licensee**.
- ~~i. Provide a contribution of the Alvin Convention and Visitor's Bureau (ACVB) for up to 30 hours of the Director's time~~
- j. **Contribute Thirty Thousand and No/100 Dollars (\$30,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation and approved by the Alvin City Council on November 2, 2017.**
- k. Provide up to 15 hours of the Alvin Fire Marshall or Assistant Fire Marshall's time for inspection of cookers and other Fire Safety and prevention services required by the City **at no cost to Licensee**.
- l. **Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.**
- m. **Waive plumbing permit fee for water supply line installation required by Section 28-2, Code of Ordinances (approximately \$155 value)**

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the city of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall

contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. **Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.**

13. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

~~**14. Licensing Fee.** Licensee shall pay a one-time licensing fee of One Dollar (\$1.00).~~

15. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, TX 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation
Address: P.O. Box 42
Alvin, Texas 77512

Contact Person: **Robert Vasquez**
Phone: **832-347-4106**

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____
Sereniah Breland, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

Signature: _____

Title: **President**, Alvin Sunrise Rotary Foundation

Print Name: **Robert Vasquez**

Date: _____

Attachment: Exhibit A [map]



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CITY OF ALVIN

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Park and Recreation



COMMUNITY WIDE EVENT APPLICATION

Contact Person / Safety Liaison

The Requesting Entity shall designate one "Contact Person" as their sole designated Liaison between the City of Alvin and the Requesting Entity throughout the submittal and event process unless a Safety Liaison (SL) is listed on this document, then both shall act on behalf of the Requesting Entity.

The City recommends designating a Safety Liaison (SL) on behalf of the Requesting Entity as this individual shall be expected to attend any/all safety planning meetings with City of Alvin personnel, speak and act on behalf of the Requesting Entity in these meetings as well as ensure compliance with any/all directives from the City of Alvin and/or other governing entities.

ACTIVITY/EVENT: Alvin music Festival + cook off

SPONSORING AGENCY: Alvin sunrise Rotary foundation

DATE(S) OF EVENT: 3/22/2018 Thru 3/24/2018

TIME OF EVENT: From 6 AM To 12 AM
(Please include set-up and take-down time)

PURPOSE OF ACTIVITY/EVENT: Fundraiser

REVENUE GENERATED: YES (X) NO ()

PURPOSE OF REVENUE: Give back To Community

CONTACT PERSON: Terry Droege

CONTACT ADDRESS: P.O. Box 42

CITY: Alvin STATE: Tx ZIP: 77511

HOME PHONE: 281-331-3172 MOBILE: 281-932-8663

E-MAIL: terry@tdecinc.com FAX: 281 585 5490

*SAFETY LIAISON: Terry Droege

HOME PHONE: 281 331 3172 MOBILE: 281 932 8663

E-MAIL: terry@tdecinc.com FAX: _____



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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

Please review the items listed below carefully. As the Requesting Entity, you will be responsible for obtaining and having in your possession at the event site, all required permits and permissions. This will ensure your event is carried out compliantly and safely.

**FOOD/BEVERAGE SALES/
DISTRIBUTION PERMIT
REQUESTED:**

YES NO ()

IF YES: ALL food and beverage vendors must obtain an individual food and beverage permit AND have it on display during the event.

*see attached fee structure for pricing

*see attached permit application and rules

**TENT STRUCTURE
PERMIT REQUESTED:**

YES NO ()

IF YES: A permit shall be required AND available on site for all temporary membrane structures AND tent/canopy structures in excess of 700 square feet or having an occupant load of 50 or more persons. A post set-up inspection is required by the Fire Marshal's Office prior to occupying the structure to ensure compliance.

*see attached fee structure for pricing

*see attached permit application

**SOUND & NOISE
PERMIT REQUESTED:**

YES NO ()

IF YES: A permit shall be required AND available on site for all events where music and/or sound is produced, whereas the music or sound can be heard on the streets or neighboring premises to the annoyance or inconvenience of a reasonable person having normal nervous sensibilities and being of ordinary tastes, habits and modes of living.

*see attached fee structure for pricing

*see attached permit application



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CITY OF ALVIN

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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

**CARNIVAL AND FAIR
OPERATIONAL PERMIT
REQUESTED:**

YES NO ()

IF YES: A permit shall be required AND available on site for all events where a carnival and/or fair will be hosted. All mechanical rides require post set-up inspections by the Alvin Fire Marshal's Office prior to any patron ridership.

*see attached fee structure for pricing

*see attached permit application

JUST MOON WALKS

**ALCOHOLIC BEVERAGE
SALES/DISTRIBUTION:**

YES NO ()

IF YES: Only available to Recognized Groups

*see Benefits and Governance of the Recognized Group

ROAD CLOSURES:

YES NO ()

IF YES: A detailed map of the street(s) must accompany this document as part of the Site Plan.

TIME OF CLOSURE(S):

From: *3/19/2018* To: *3/25/2018*

Please note that/all street closures must be approved by Alvin City Council AND the Public Safety Agency(s) who maintain jurisdiction of same. Furthermore, the requesting entity may be required to provide notice of street closures to affected businesses and residences.

SECURITY:

YES NO ()

IF YES: City of Alvin Police Chief or his/her designee shall determine quantity and type of Alvin Police Personnel to deploy based on the overall scope and nature of the community wide event.

INSURANCE:

YES NO ()

General Liability Insurance is required by the City of Alvin up to \$1,000,000. A Certificate of Insurance shall be submitted along with this application naming the City of Alvin as an additional insured for the date(s) of event.



COMMUNITY WIDE EVENT APPLICATION

TEMPORARY SIGNS: YES NO ()
IF Yes: Sec. 17 ½ - 59 Special event signs applies.

(a) *On private property.* Temporary signs that direct the public to, or advertise, an event of civic interest, such as parades, organized holiday festivities, special events on behalf of charitable organizations, and the like are allowed on private property provided that:

- (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties; and
- (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event.

RESTROOM FACILITIES:

The Requesting Entity shall pay the City of Alvin any cost associated with providing restroom facilities. Where applicable, the portable restroom will be used and any additional temporary restroom facilities, herein called Port-O-Cans, will be used as supplemental facilities.

*see attached fee structure for pricing

PARK RENTAL:

Based on the location of the Community Wide Event, amenities and services may vary. The Requesting Entity shall be responsible to adhere to the Park Rules where applicable based on permitted use.

*see attached fee structure for pricing

*see attached Park Rules

SITE PLAN:

This document acts as a visual guide showing locations of pertinent structures, event/public parking, activity areas, vendor locations, refuse collection area, etc.

*Requested road closure map shall accompany this document.



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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

REFUSE / RECYCLING COLLECTION:

The Requesting Entity is responsible for the overall cleanliness of the grounds during and after the Community Wide Event. **RECYCLING** is preferred in addition to general trash collection. Existing trash cans at the park(s) may be used, but if additional cans are needed, the Requesting Entity shall submit in writing the quantity desired, along with this application. Every effort shall be made to meet the request. Trash/Recycle bins shall not be allowed to overflow AND all trash/recycling resulting from the event shall be collected from individual containers, sanitarly centralized on site and removed from the premises on/by the first business day following the last day of the event. General trash/recycling collection and disposal shall be at the sole obligation and cost of the Requesting Entity. To obtain dumpsters/large bulk trash/recycling receptacles please contact the City of Alvin waste disposal contractor, Progressive Waste Solutions, (281) 331-0810.

ADVERTISING & PROMOTIONS:

Please attach an abbreviated copy of your activity/event marketing plan. The City of Alvin reserves the right to pre-approve all forms of advertising relative to activities/events conducted at municipal facilities.



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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

Fee Structure for City of Alvin Permits and Services

Park Usage/Pavilion Rental	Under normal conditions, \$40 per hour electricity and water included (where available)
Portable Restroom	\$300 first day, \$75 each additional day Women's side may serve up to 600 / 8 hour Men's side may serve up to 600 / 8 hour
Port-O-Cans	market rate currently estimated \$139/each may serve up to 300 / 8 hour
*Site Restoration Refundable Deposit	0-50 participants, \$150 51-499 participants, \$350 500+ participants, \$500
Temporary Food Permit	\$50 per food vendor
*Carnival and Fair Operational Permit	\$50.00
Noise Permit	FREE
Temporary membrane structures	\$200.00
Any tent or canopy in excess of 700 sq feet or having an occupant load of 50 or more persons	\$100.00

***Non-waivable fees.**



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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION PARK RULES

- Parks hours are 6:30 a.m. to 10:30 p.m.
- Glass bottles and containers are prohibited.
- Overnight camping in city parks is prohibited without approval from the Parks Director.
- No livestock in the park, except as specially permitted.
- All animals must be on a leash no longer than 6 ft. and under the direct control of its owner.
- Pet owners must properly dispose of their pet's waste.
- Picnic areas are on a first come, first serve basis unless the area has been reserved in the Parks office.
- Renters of Parks are responsible for any damages that they, their vendors or event attendees may cause.
- The selling of food, drink or other commodities on park property is prohibited without proper permits.
- Consuming, possessing, or selling alcoholic beverages of any kind is prohibited, except as specially permitted.
- Carrying or discharging any firearms, fireworks or weapons of any kind is prohibited.
- To damage, disturb, deface, vandalize or remove any tree, plant, shrub, rock, or structure/apparatus of any kind is prohibited.
- All garbage must be deposited in the proper trash receptacles.
- Speaking in an abusive, threatening, insulting or indecent manner to others is prohibited.
- Parking is only allowed in the designated parking areas.
- No overnight parking between the hours of 10:30 p.m. and 6:30 a.m.
- No motor vehicles are allowed on walking trails or property, except as specially permitted.
- No loud music.
- Open camp fires are prohibited in any of the city parks without approval from the Parks Director.
- Dumping of hot coals after barbequing is prohibited.
- Appropriate attire required.
- Police have the authority to stop any event or gathering that they deem to be out of control.
- Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are strictly prohibited from using any park structures to perform tricks or jumps except in the designated Alvin Skate Park located in National Oak Park.
- Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are permitted to use the hike and bike trail systems for access to the Skate Park

These rules and regulations are adopted pursuant to authority granted by Sec 16½ - 22, Code of Ordinances, City of Alvin. Any person who violates these regulations will be subject to penalties prescribed by law. For reservations, call Parks and Recreation at 281-388-4299

Ex. A. to Ord. 12-X

Amended April 4, 2013



COMMUNITY WIDE EVENT APPLICATION

INDEMNITY AGREEMENT

1) As a condition of a Permit being issued, the Applicant acknowledges that he/she has voluntarily applied for a Community Wide Event Application Event permit that in consideration of the privileges associated therewith, Applicant agrees to PROTECT, INDEMNIFY and HOLD HARMLESS, the City, its officers, agents and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of injury, death or otherwise, to any person or damage to any property, arising from any negligent act, error or omission of the undersigned, its officers, employees or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.

2) APPLICANT AGREES THAT THIS INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

3) This indemnity agreement contains the entire agreement of the undersigned and the City of Alvin, Texas, and may not be modified or altered without the express written consent of the City of Alvin.

4) This indemnity agreement is interpreted by Texas law and is performable for all purposes in the County of Brazoria, State of Texas.

AFFIDAVIT OF APPLICANT/REQUESTING ENTITY:

I certify that the information contained in the Community Wide Event Application is true and correct to the best of my knowledge and belief, that I understand, and agree to abide by all the regulations, provisions and rules governing Community Wide Events as set forth by the City of Alvin. That I understand that this Application is made subject to the rules and regulations established by the Alvin City Council. I have read the entire Application and agree to abide by these rules and further certify that, on behalf of the organization, I am authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Alvin. I further agree that the organization shall not discriminate against any person or persons because of race, age, gender, religion, color, national origin, sexual orientation, or disability.

Applicant: Alvin Sunrise Rotary Foundation

Date of Application: 9/21/2017

Festival chairman
Title (Print or type)

Terry Droege
Signature of Applicant (Event Organizer)



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CITY OF ALVIN

Parks and Recreation

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RECOGNIZED GROUP

Definition

A **"Recognized Group"** shall be defined as the City of Alvin or a Civic organization comprised of people who join together to provide a service or services to the Alvin community, having a non-profit 501(c) status as deemed by the Internal Revenue Service, being located or having a local chapter within the city limits of Alvin AND having a local chapter budget where the majority of fundraising proceeds are used to benefit the community in the Alvin area.

Benefits and Governance

In addition for consideration of fee waivers outlined in the Community Wide Event Application, a "Recognized Group" may be permitted to furnish, sell and distribute alcohol on City of Alvin owned property, except where otherwise prohibited, under the following provisions:

- All vendors of alcoholic beverages have obtained a permit or proof of submittal for permit from the Texas Alcohol and Beverage Commission Texas Alcoholic Beverage Commission (TABC). Actual issued permit must be on display for each vendor on the date(s) of the event.
1521 Eugene Helman Circle, Suite 111
Richmond, TX 77469
Phone: 281-239-2607
- The Recognized Group has received the Permit to Proceed from the City of Alvin
- No one under 21 years of age is allowed to consume alcohol
- Alcohol sales/consumption area shall contain a secure boundary surrounding the perimeter of the area, providing a single entrance/exit which is staffed at all times by a person(s) over 18 years of age working on behalf of the Recognized Group to enforce a visual identification system to clearly and consistently identify persons under the age of 21 for purposes to curtail under age persons from being served or consuming alcohol.
- All vendors shall follow State and Local governance concerning sales, distribution and consumption of alcoholic beverages
- The Recognized Group shall provide security at the sole expense of the recognized group. Security personnel shall consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, with City of Alvin police personnel given first consideration for paid positions. The City of Alvin Chief of Police reserves the right to establish, change or modify the amount and type of peace officers needed. To schedule Alvin Police officers please contact the office of the Chief of Police at 281-585-7101



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CITY OF ALVIN

Parks and Recreation

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RECOGNIZED GROUP

Application

For consideration as a "Recognized Group" please provide all requested documents and submit to the Alvin Parks and Recreation Department, email: mgrigsby@cityofalvin.com, fax: 281-331-7516, mail/in person: 1100 W. Highway 6 Alvin, TX 77511. The application process may take up to sixty (60) days from the date this application is received. The president or his/her designee may be required to attend a meeting(s) with City of Alvin staff and/or elected officials during this application process.

Group/Organization Name: Rotary Club of Alvin Sunrise

Contact Person on behalf of the Group: Terry Droege

Home Phone: 281 331 3172 Mobile Phone: 281 932 8663

Email Address: terry@tdecinc.com

- List of Current Board of Directors listing name, title, address, phone, email
- Letter of explanation including why petitioning group is seeking "Recognized Group" status AND explain the percentage of revenue from fundraising efforts and the local impact to the Alvin Community
- Proof of 501(c) status. Acceptable forms of proof include: Texas Sales and Use Tax Exemption Certification, letter from the State of Texas Comptroller of Public Accounts or a letter from the IRS.
- City of Alvin reserves the right to request any additional information beyond what is listed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita	FAX (A/C. No.):	
	PHONE (A/C. No. Ext): 1-833-3ROTARY	E-MAIL ADDRESS: rotary@ajg.com	
INSURED All Active US Rotary Clubs & Districts ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

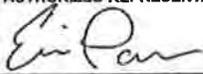
COVERAGES **CERTIFICATE NUMBER: 899307648** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City Of Alvin 216W. sealy Alvin, Tx 77511 RE: Rotary Club Of Alvin Sunrise Alvin Music Festival & Cook Off March 19-25 2018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 07 2013**

ROTARY CLUB OF ALVIN SUNRISE
PO BOX 42
ALVIN, TX 77511

Employer Identification Number:
45-3557995
DLN:
17053032315013
Contact Person:
BRAD S FLETCHER ID# 31669
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Effective Date of Exemption:
January 10, 2013
Contribution Deductibility:
No
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

Contributions to you are not deductible by donors under section 170(c)(2) of the Code.

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

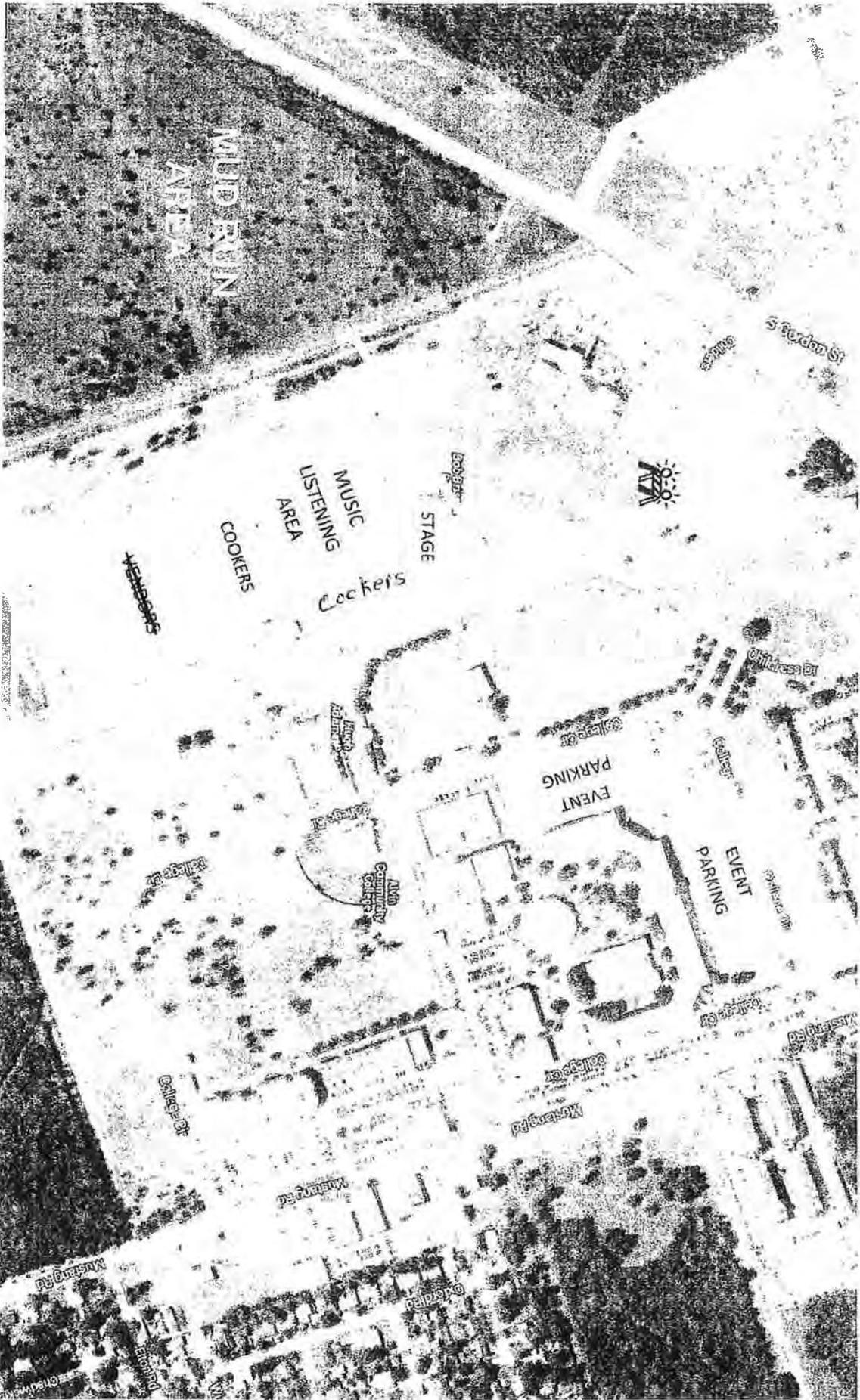
Enclosure: Publication 4221-NC

ALVIN SUNRISE ROTARY BBQ & MUSIC FESTIVAL

MARCH 27, 28, 29 & 30, 2017

BOB BRISCOE PARK

Briscoe Dr. Closed from 3-~~27~~²⁴⁻¹⁷ at 7:00 AM until 3-~~30~~²⁵⁻¹⁷ at 12PM



RESOLUTION NO. 14-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPROVING A DONATION AGREEMENT WITH THE ALVIN SUNRISE ROTARY; WHEREIN THE ALVIN SUNRISE ROTARY WILL DONATE A TOTAL VALUE OF APPROXIMATELY \$51,000 TO THE CITY PARKS DEPARTMENT AND COUNCIL AUTHORIZES EXCLUSIVE USAGE RIGHTS TO BRISCOE PARK BY ALVIN SUNRISE ROTARY FOR ONE WEEK EACH YEAR FOR 7 YEARS FOR THE ALVIN MUSIC FESTIVAL & BBQ COOK-OFF AND COUNCIL FURTHER AUTHORIZES NAMING THE PAVILION LOCATED AT BRISCOE PARK AS THE "ALVIN SUNRISE ROTARY PAVILION" FOR 20 YEARS.

WHEREAS, Alvin prides itself on community involvement with local organizations, and has such a relationship with the Alvin Sunrise Rotary Club; and

WHEREAS, the Alvin Sunrise Rotary Club ("Rotary") contacted the City of Alvin and is requesting the City consider a Donation Agreement that provides for a total contribution of \$51,000 of equipment and/or cash donations over the course of seven (7) years for improvements to City parks in exchange for naming rights to the pavilion at Briscoe Park and exclusive usage of Briscoe Park for certain Rotary events as described more fully in the Donation Agreement attached hereto as Exhibit "A".

WHEREAS, the donations to purchase equipment and/or cash donations will help the City provide additional seating areas and equipment for use by the Parks Department in City parks improving the quality and enjoyment of City parks; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to approve the Donation Agreement and accept the donations and express their sincere appreciation to the Alvin Sunrise Rotary Club for their generous contribution and commitment to improve the Parks of the City of Alvin, **NOW THEREFORE**,

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

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

Section 2. That the City Council approves the Donation Agreement attached hereto as Exhibit "A", and authorizes the Mayor to sign the Agreement.

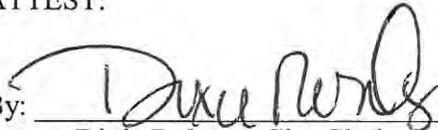
Section 3. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment to furnish the new City of Alvin Parks facilities.

Section 4. That the City Council directs staff to deposit any donated funds received from the Alvin Sunrise Rotary Club into the donation fund for use in accordance with this resolution and consistent with the spirit of the donation.

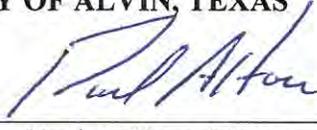
Section 5. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't Code.*

PASSED AND APPROVED on this the 18 day of December, 2014.

ATTEST:

By: 
Dixie Roberts, City Clerk

CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor

**DONATION AGREEMENT
BETWEEN
ALVIN SUNRISE ROTARY CLUB AND
CITY OF ALVIN, TEXAS**

This Donation Agreement (the "Agreement") is made this 18 day of Dec. ²⁰¹⁴~~2015~~ *DK MCH*
("Effective Date") by and among the Alvin Sunrise Rotary Club (hereinafter referred to as the "Donor"), and the City of Alvin (hereinafter referred to as the "City").

Donor and the City agree as follows:

1. **Donor Commitment.** Donor pledges a total donation value of Fifty-One Thousand Dollars (\$51,000) to the City over nine years for the benefit of the City Parks.

The City acknowledges and recognizes that Donor previously donated a total of \$10,000 for the benefit of City Parks for rehabilitation of twelve (12) picnic tables in 2013 and eighteen (18) picnic tables in 2014.

Donor hereby pledges that in Year 1 (2015), Donor will make cash donations totaling Eleven Thousand Dollars (\$11,000) for the purchase and installation of wobble spheres (\$3,500) and the purchase of a field sander (\$6,500), and an additional \$1,000 donation for general Park use. It is also understood and agreed that in Years 2-7 (2016-2021), Donor will submit additional donation funds and/or equipment in the amount of Five Thousand Dollars (\$5,000) per year totaling Thirty Thousand Dollars (\$30,000).

2. **Payment Schedule.** It is understood and agreed that Donor shall submit the Year 1 donation(s) totaling Eleven Thousand Dollars (\$11,000) in full on or before August 1, 2015.

It is further understood and agreed that Donor shall submit Years 2-7 annual \$5,000 donations on or before January 31st, beginning 2016, and continuing each year for five (5) additional years with a final payment to be made on or before January 31, 2021.*

*The City may invest the donated funds as it shall best determine, pending distribution of same, for the use and purpose by the City of Alvin Parks Department.

3. **Naming Rights/Approvals:** For the donations listed above, and upon mutual acceptance to Donor and the City and approval by Resolution by the City Council, the pavilion located at Briscoe Park shall be named "Alvin Sunrise Rotary Pavilion". Any and all signage designed for the Briscoe Park Pavilion shall be paid by and at the sole cost of Donor. Additionally, all signage design and location shall be approved by the City of Alvin Parks Director prior to installation.

It is further agreed that in Year 1 (2015) and during Years 2-7 (2016-2021), Donor will have exclusive usage rights for one (1) week during the year to the entire property of Briscoe Park

(designated by the current approximate 42 acres) for the Alvin Music Festival and BBQ cook-off. The date of exclusive usage by Donor shall be approved by the City of Alvin Parks Director and shall not interfere with any City parks' use obligations. Such exclusive use is subject to and contingent upon Donor's timely submission of the annual donations to the City.

This Agreement pertaining to the naming rights of the pavilion as "Alvin Sunshine Rotary Pavilion" shall remain in effect for a period of twenty (20) years, ending January 1, 2034, and is subject to and contingent upon Rotary's submission of full and final donation payments by January 31, 2021. After January 1, 2034, Donor and the City may agree to additional terms for any future naming rights as to be determined by Donor and City Council.

4. Intent. It is the agreement of the parties and the intention and wish of Donor that this donation and any unpaid promised installment under this Agreement shall constitute Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against Donor and Donor's personal representatives, and their successors and assigns. Donor acknowledges that the City is relying, and shall continue to rely, on Donor's gift being fully satisfied as set forth herein.

5. Additional Donations. Donor reserves the right to increase additional gifts and hereby consents to additional contributions to the City subject to the provisions of this Agreement.

6. Future Changed Circumstances. If, in the opinion of the City of Alvin, Texas, all or part of this donation cannot at some time in the future be usefully or practically applied to the above purposes, or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the City of Alvin will most nearly accomplish Donor's wishes.

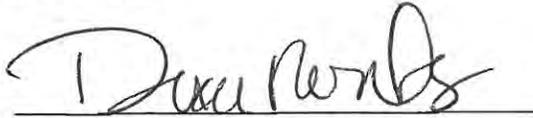
14. Amendment. By mutual consent of the City and Donor, Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Texas. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

EXECUTED to be effective as of the Effective Date as stated above.

ATTEST:



Dixie Roberts, City Secretary

CITY OF ALVIN



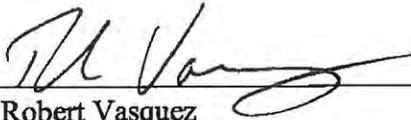
Paul A. Horn, Mayor

ALVIN SUNRISE ROTARY CLUB



Michael Hoover

Title: President



Robert Vasquez

Title: Past President



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Resolution 18-R-09 authorizing the Mayor to execute a Special Warranty Deed conveying approximately 22.61 acres of land of the Alvin Fairway Lake Property to Brazoria County Conservation and Reclamation District Number Three (3) for regional detention.

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

Summary: The City of Alvin has a large tract of land, the Alvin Fairway Lake Property, consisting of three tracts, Reserve A, approximately 10.74 acres adjacent to Nelson Road, Reserve B (Lake Tract), approximately 22.61 acres which consists of an approximately seventeen (17) acre lake, and Reserve C, approximately 19.96 acres adjacent to Reserve B.

On November 2, 2017, the City entered into a MOU with Brazoria County C&R#3, agreeing to convey property, which is now known as Reserve B (Lake Tract), to Brazoria County C&R#3, for regional detention. By conveying Reserve B (Lake Tract) to Brazoria County C&R#3, this will provide regional detention that will benefit existing and future development. Per the MOU, there is a direct value of preparing and placing the lake "on line" for regional detention. Additionally, the City of Alvin will retain approximately 13.5-acre feet of detention (approximately 19% of the total detention capacity) at an approximate value of \$202,500, to be used toward additional development that will benefit the community. The City of Alvin and Brazoria County C&R #3 will be promoting and protecting the public health, safety, and welfare through this joint effort for the common good and welfare of the citizens of the City.

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:** 2/28/2018 SLH

Supporting documents attached:

- Resolution 18-R-09
- Special Warranty Deed

Recommendation: Move to approve Resolution 18-R-09 authorizing the Mayor to execute a Special Warranty Deed conveying approximately 22.61 acres of land of the Alvin Fairway Lake Property to Brazoria County Conservation and Reclamation District Number

Three (3) for regional detention.

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-09

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING APPROXIMATELY 22.61 ACRES OF LAND OF THE ALVIN FAIRWAY LAKE PROPERTY TO THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER THREE (3) FOR REGIONAL DETENTION.

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

Section 1. That certain Special Warranty Deed, attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby conveyed to the Brazoria County Conservation and Reclamation District Number Three (3).

Section 2. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 3. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this _____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Cline Crossing No. 2 (located near the southeast corner of the Bypass 35 and Highway 6 intersection), being a subdivision of a 22.016 acre tract located in the I. & G.N. Railroad Company Survey, Abstract 400, City of Alvin, Brazoria County, Texas, and being all of reserve "B", block 1, final plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's file no. 2014032877 of the official records of Brazoria County, Texas and part of tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in volume 35, page 107 in the Brazoria County Deed Records.

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

Summary: On February 1, 2018, the Engineering Department received the final plat of Cline Crossing No. 2 for review. The property is located near the southeast corner of the Bypass 35 and Highway 6 intersection and is being platted into 8 reserves for future commercial development. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on February 20, 2018. Staff recommends approval.

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:** 2/21/2018 SLH

Supporting documents attached:

- Final Plat of Cline Crossing No. 2

Recommendation: Move to approve the final plat of Cline Crossing No. 2 (located near the southeast corner of the Bypass 35 and Highway 6 intersection), being a subdivision of a 22.016 acre tract located in the I. & G.N. Railroad Company Survey, Abstract 400, City of Alvin, Brazoria County, Texas, and being all of reserve "B", block 1, final plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's file no. 2014032877 of the official records of Brazoria County, Texas and part of tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in volume 35, page 107 in the Brazoria County Deed Records.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, ROBERT C. ORR JR. and OC ALVIN, LTD., owners of the property subdivided in the plat of CLINE CROSSING NO. 2, do hereby make subdivision of said property according to the lines, lots, building lines, streets, alleys, parks, and easements as shown hereon and dedicate for public use as such, the streets (except those streets delineated as private streets), alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated, against any claims made by, through, or under said owner, but not otherwise.

THIS IS TO CERTIFY THAT I, PAUL A. COYNE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION SHOWN HEREON FROM AN ACTUAL SURVEY OF THE GROUND; THAT ALL EXTERIOR BOUNDARY CORNERS HAVE BEEN SET; THAT ALL BLOCK CORNERS, LOT CORNERS, PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION; AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME. ALL CORNERS WILL BE MARKED BY IRON RODS 5/8 INCH IN DIAMETER AND 36 INCHES LONG, UNLESS OTHERWISE NOTED.

Paul A. Coyne
PAUL A. COYNE
6374
PROFESSIONAL LAND SURVEYOR
Texas Registration No. 6374



ROBERT C. ORR JR.

ROBERT C. ORR JR.
OC ALVIN, LTD.

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. ORR JR., known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 2018

Notary Public in and for the State of Texas

My Commission expires:

I STEVEN L. VAUGHAN, VALUEBANK TEXAS, owner and holder of a lien (or liens) against the property described in the plat known as FINAL PLAT OF CLINE CROSSING NO. 2, said lien (or liens) being evidenced by instrument recorded in Brazoria County Clerk's File No. 2012049596, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and I (or we) hereby confirm that I am (or we are) the present over (or owners of said lien (or liens) and have not assigned the same nor any part thereof.

By: Steven L. Vaughan

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN L. VAUGHAN, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 2018

Notary Public in and for the State of Texas

My Commission expires:

I GEORGE M. LEE, CSC DEVELOPMENT, LP., owner and holder of a lien (or liens) against the property described in the plat known as FINAL PLAT OF CLINE CROSSING NO. 2, said lien (or liens) being evidenced by instrument recorded in Brazoria County Clerk's File No. 2015011975 and 2016031659, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and I (or we) hereby confirm that I am (or we are) the present over (or owners of said lien (or liens) and have not assigned the same nor any part thereof.

By: George M. Lee

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE M. LEE, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 2018

Notary Public in and for the State of Texas

My Commission expires:

I MOODY NATIONAL BANK, owner and holder of a lien (or liens) against the property described in the plat known as FINAL PLAT OF CLINE CROSSING NO. 2, said lien (or liens) being evidenced by instrument recorded in Brazoria County Clerk's File No. 2016061204, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and I (or we) hereby confirm that I am (or we are) the present over (or owners of said lien (or liens) and have not assigned the same nor any part thereof.

By: Steven L. Vaughan

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN L. VAUGHAN, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 2018

Notary Public in and for the State of Texas

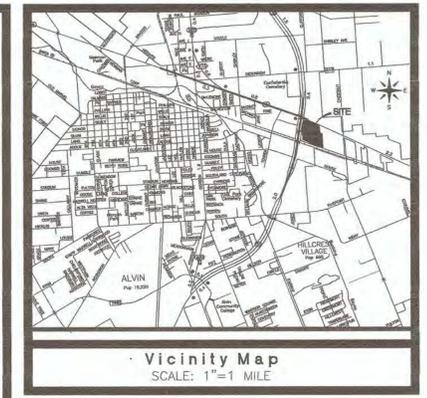
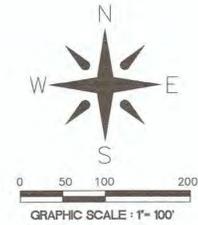
My Commission expires:

BSG GROUP, LLC
RESERVE "C"
HOME DEPOT ALVIN
B.C.C.F. NO. 2006021101

Table with columns: LINE, BEARING, DISTANCE, CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING. Contains data for lines L1 through L8.

LEGEND:

- ST.S.E. - Storm Sewer Easement
S.S.E. - Sanitary Sewer Easement
W.S.E. - Water and Sewer Easement
W.L.E. - Water Line Easement
D.E. - Drainage Easement
E.E. - Electrical Easement
U.E. - Utility Easement
A.E. - Unobstructed Aerial Easement
B.L. - Building Line
M.R.B.C.T. - Map Records BRAZORIA County Texas
D.R.B.C.T. - Deed Records BRAZORIA County Texas
O.R.R.P.B.C.T. - Official Records of Real Property BRAZORIA County Texas



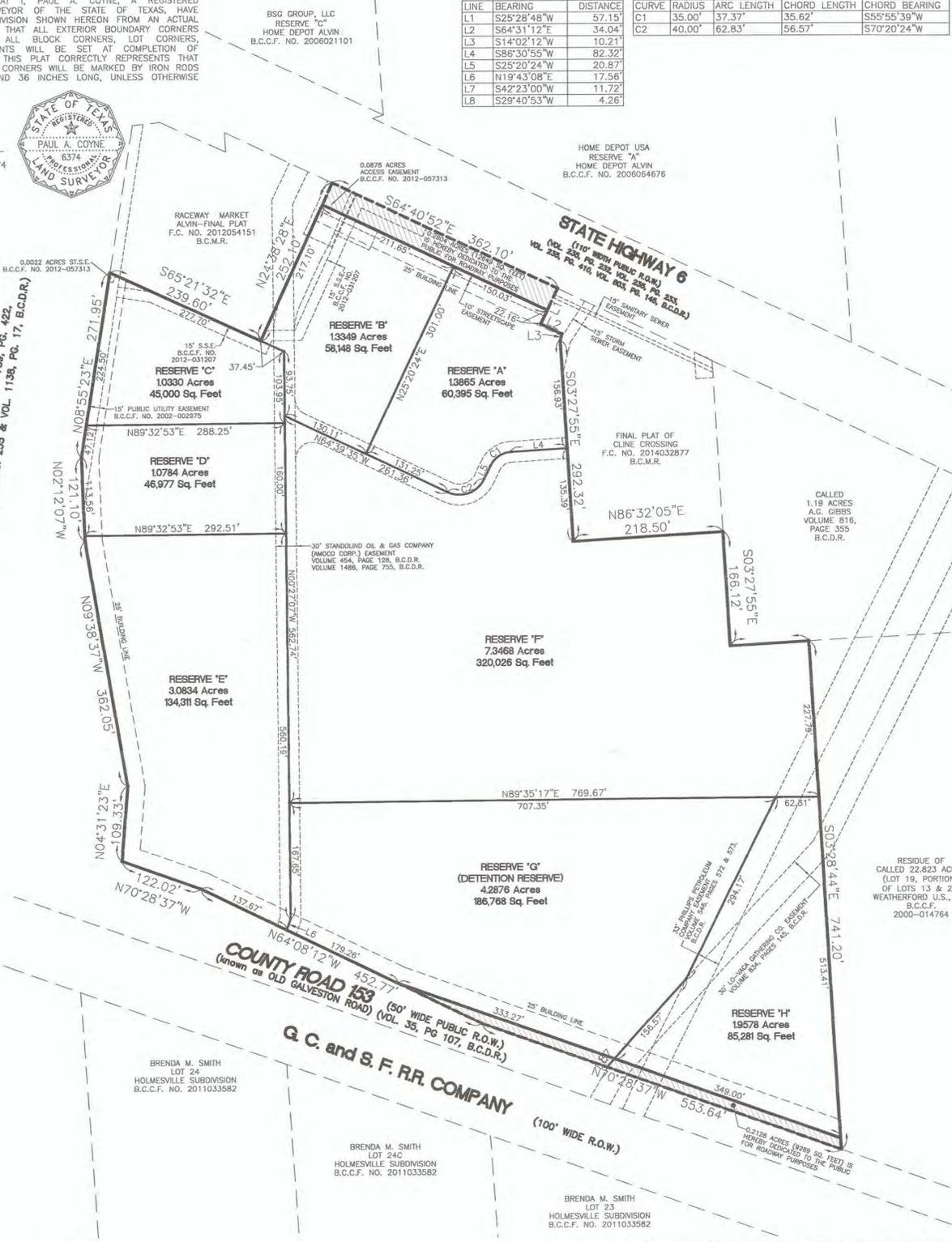
SUBDIVISION APPROVED

Mayor Paul Horn

Michelle H. Segovia
CITY ENGINEER

Dixie Roberts
Secretary

STATE HIGHWAY 35
(350' WIDE PUBLIC R.O.W.)
VOL. 783, PG. 136, VOL. 789, PG. 417, VOL. 789, PG. 422,
VOL. 803, PG. 145, VOL. 1137, PG. 285 & VOL. 1138, PG. 17, B.C.D.R.



Being a 22.016 Acre Tract located in the I. & G. N. Railroad Company Survey, Abstract Number 400, City of Alvin, Brazoria County, Texas, and being all of Reserve "F", Block 1, Final Plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's File No. 2014032877 of the Official Records of Brazoria County, Texas and Part of Tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in Volume 107 in the Brazoria County Deed Records, Texas being composed of a called 11,818 Acre Tract conveyed to OC Alvin, Ltd. Recorded in Brazoria County Clerk's File No. 2014038227 and the remainder of a called 12,823 Acre Tract conveyed to OC Alvin, Ltd. Recorded in Brazoria County Clerk's File No. 2012017358 of the Official Records of Brazoria County, Texas;

BEING AND A CUT "X" IN CONCRETE FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 6, A PUBLIC RIGHT-OF-WAY BASED ON A WIDTH OF 110 FEET, FOR THE NORTHEAST CORNER OF RESERVE "A", BLOCK 1, RACEWAY MARKET ALVIN-FINAL PLAT ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2012054151 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, South 64°40'59" East, along the South right-of-way line of State Highway 6, a distance of 362.10 feet to a 1/2-inch iron rod with cap stamped "TETRA" found at the Northwest corner of the said Unrestricted Reserve "A", Block 1, Final Plat of Cline Crossing according to the map or plat thereof recorded in Brazoria County Clerk's File No. 2014032877 of the Official Records of Brazoria County, Texas being the most Northernly Northwest corner of the herein described Tract;

THENCE, along the Westerly limit of the said Unrestricted Reserve "A", Block 1, Final Plat of Cline Crossing the following courses:
South 25°27'32" West, a distance of 57.15 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS";
South 64°32'28" East, a distance of 34.04 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS";
South 14°00'56" West, a distance of 10.21 feet to a point for angle;

South 03°27'50" East, a distance of 292.32 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS" at the Southwest corner of the said Unrestricted Reserve "A", Block 1, Final Plat of Cline Crossing;

THENCE, North 06°32'05" East, along the common limit between the said Unrestricted Reserve "A" and Restricted Reserve "B", Block 1, Final Plat of Cline Crossing, a distance of 218.50 feet to a 1/2-inch iron rod with cap stamped "TETRA" found at the Southeast corner of the said Unrestricted Reserve "A" and the Northeast corner of Restricted Reserve "B";

THENCE, South 03°27'55" East, along the common limit between the said Restricted Reserve "B", Block 1, Final Plat of Cline Crossing and a Tract of land conveyed to A.G. Gibbs recorded in Volume 816, Page 355 of the Brazoria County Deed Records, Texas a distance of 166.32 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS" marking the Southwest corner of the said A.G. Gibbs Tract, from which a 5/8-inch iron rod found bears South 65°08'41" East, 3.77 feet;

THENCE, North 06°27'02" East, along the South line of the said A.G. Gibbs Tract, a distance of 114.25 feet to an angle point for the Southeast corner of the said A.G. Gibbs Tract and the Southwest corner of a Tract of land conveyed to Weatherford U.S., LP. recorded in Volume 1441, Page 642 of the Brazoria County Deed Records, Texas and the Northwest corner of a Tract of land conveyed to Weatherford U.S., LP. recorded in Brazoria County Clerk's File No. 2000014784 of the Official Records of Brazoria County, Texas from which a 5/8-inch iron rod found bears South 70°51'57" West, 1.15 feet;

THENCE, South 03°28'44" East, along the West line of the said Weatherford U.S., LP. Tract, a distance of 741.20 feet to a point in the North right-of-way line of County Road 153, a public right-of-way based on a width of 50 feet, for the Southwest corner of the said Weatherford U.S., LP. Tract and the Southeast corner of the herein described Tract, from which a 5/8-inch iron rod bears North 48°43'46" West, 0.52 feet;

THENCE, North 70°28'37" West, along the North right-of-way line of County Road 153, a distance of 553.84 feet to a 5/8-inch iron rod with cap stamped "RPLS 5206";

THENCE, North 84°08'12" West, along the North right-of-way line of County Road 153 as widened in Judgment No. 56827A, recorded in Volume 1137, Page 255 of the Brazoria County Deed Records, Texas a distance of 452.77 feet to a 5/8-inch iron rod with cap stamped "RPLS 5206";

THENCE, North 70°28'37" West, continuing along the North right-of-way line of County Road 153 a distance of 122.02 feet to a 5/8-inch iron rod found for the Southwest corner of the herein described Tract from which a 5/8-inch iron rod with cap stamped "RPLS 5206" bears South 45°28'25" East, 0.36 feet;

THENCE, North 04°31'23" East, along the East right-of-way line of State Highway 35 a variable width public right-of-way, a distance of 109.33 feet to a 5/8-inch iron rod with cap stamped "RPLS 5206";

THENCE, North 09°38'37" West, along the East right-of-way line of State Highway 35, a distance of 362.05 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS";

THENCE, North 02°12'07" West, along the East right-of-way line of State Highway 35, a distance of 121.10 feet to a 5/8-inch iron rod;

THENCE, North 08°55'23" East, along the East right-of-way line of State Highway 35, a distance of 271.95 feet to a 1/2-inch iron rod with cap stamped "TETRA" marking the Southeast corner of the said Reserve "A", Block 1, Raceway Market Alvin-Final Plat and the Northeast corner of the herein described Tract;

THENCE, South 85°21'32" East, along the South line of the said Reserve "A", Block 1, Raceway Market Alvin-Final Plat, a distance of 239.60 feet to a 5/8-inch iron rod with cap stamped "BURY+PARTNERS" marking the Southeast corner of the said Reserve "A", Block 1, Raceway Market Alvin-Final Plat from which a 1/2-inch iron rod with cap stamped "TETRA" bears South 61°05'45" East, 1.07 feet;

THENCE, North 24°38'28" East, along the East line of the said Reserve "A", Block 1, Raceway Market Alvin-Final Plat, a distance of 252.10 feet to the POINT OF BEGINNING, and containing within these calls 22.016 Acres of land.

FINAL PLAT OF
CLINE CROSSING NO. 2

A SUBDIVISION OF 22.016 ACRE TRACT LOCATED IN THE I. & G. N. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 400, CITY OF ALVIN, BRAZORIA COUNTY, TEXAS, AND BEING ALL OF RESERVE "B", BLOCK 1, FINAL PLAT OF CLINE CROSSING, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2014032877 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS AND PART OF TRACTS 15 THROUGH 18, ALL INCLUSIVE, HOLMSVILLE SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 107 IN THE BRAZORIA COUNTY DEED RECORDS

8 RESERVES, 1 BLOCK

DATE: FEBRUARY 13, 2018

- GENERAL NOTES:
1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF ALVIN.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, C.F. NO. 1037000593, EFFECTIVE DATE APRIL 24, 2013.
3. ALL BEARINGS REFERENCES ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS, AND OPEN SPACE WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF ALVIN OR BRAZORIA COUNTY C & R #3.
5. FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. BLOCK CORNERS OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
6. BENCHMARK: CITY OF ALVIN GPS BENCHMARK NO. 0115 LOCATED AT SOUTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 6 AND BYPASS 35. (ELEVATION = 44.00')
7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48038C0165H, WITH THE EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY IS LOCATED IN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOODPLAIN).
8. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES, OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE PROPERTY OWNER.
9. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 12 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET OR 12 INCHES ABOVE THE ELEVATION OF THE EDGE OF THE ROADWAY IF NO CURB EXISTS, OR (2) 12 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN.
10. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF ALVIN AND/OR BRAZORIA DRAINAGE DISTRICT #3.
11. ALL SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR THIS TRACT.
12. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.

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Interior Design • Landscape Architecture

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AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: Parks and Recreation

Contact: Daniel Kelinske, Director

Agenda Item: Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

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

Summary: The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for the improvement and betterment of public parks and recreational facilities by March 1st of each year. The Parks and Recreation Board unanimously approved the list of recommended park improvements at the regular meeting on February 6th, which was then presented to City Council during the February 15th workshop, alongside other recommended City of Alvin capital improvement projects. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by Planning Commission and presented to City Council again in the month of April.

The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.

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:** 2/21/2018

Supporting documents attached:

•

Recommendation: Move to acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

Reviewed by Department Head, if applicable

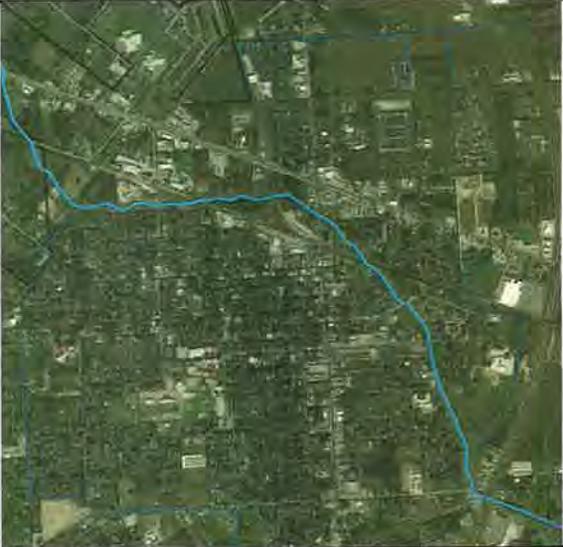
Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**CITY OF ALVIN
2019 - 2023 CAPITAL IMPROVEMENT PROGRAM
PARKS**

Project No.	Project Name	Budgeted Thru 2018	2019	2020	2021	2022	2023	Project Total	2019 - 2023 Allocation
PA1801	Blue Trails Assessment	7,000	50,000	250,000				307,000	300,000
PA1802	Disc Golf Course	19,500	51,200	51,200	51,200	51,200	51,200	275,500	256,000
PA2001	Briscoe Park Capital Improvement Rec.			100,000	50,000	50,000	88,000	288,000	288,000
PA2201	Hugh Adams Park Capital Improvement Rec.					80,000		80,000	80,000
PA2202	Lions Park Capital Improvement Rec.					112,000	325,000	437,000	437,000
PA2002	Nat. Oak Park & Bob Owen Pool Capital Imp.			92,594			30,000	122,594	122,594
PA2003	Newman Park Capital Improvement Rec.			60,000	50,000		187,000	297,000	297,000
PA1901	Pearson Park Capital Improvement Rec.		150,000	1,155,566	25,000	80,000	50,000	1,460,566	1,460,566
PA2101	Prairie Dog Park Capital Improvement Rec.				180,000			180,000	180,000
PA2102	Ruben Adame Park Capital Imp. Rec.				30,000	140,000		170,000	170,000
PA2301	Sealy Park Capital Improvement Rec.						110,000	110,000	110,000
PA2103	Talmadge Park Capital Improvement Rec.				73,500			73,500	73,500
PA1902	Tom Blakeney Trail Park Capital Imp. Rec.		100,000	1,000,000				1,100,000	1,100,000
	TOTAL	26,500	351,200	2,709,360	459,700	513,200	841,200	4,901,160	4,874,660

PROJECT NAME - Blue Trails Assessment					PROJECT # PA1801		PAGE 22		
PROJECT DESCRIPTION					PROJECT IMAGE				
Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network providing recreational travel intended for non-motorized water craft. Mustang Bayou within Corporate City Limits.									
PROJECT ORIGIN AND JUSTIFICATION									
This project was adopted as part of the 2035 Comprehensive Plan and emphasized in the 2017 Parks and Recreation Master Plan (Strategy 2.1.3 pg. 3.24). Upon completion, this project could capitalize on local resources as a means of tourism, education, research and recreation.									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (See Below)				
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									
Operation & Maintenance									
Capital Outlay									
Total Expense									
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report	\$7,000	\$15,000	\$7,000						\$7,000
Land/Right of Way		\$51,956							\$300,000
Design/Surveying	\$300,000			\$50,000	\$250,000				
Construction									
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$307,000	\$66,956	\$7,000	\$50,000	\$250,000	\$0	\$0	\$0	\$307,000
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue	\$7,000	\$66,956	\$7,000						\$7,000
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$300,000			\$50,000	\$250,000				\$300,000
TOTAL SOURCES	\$307,000	\$66,956	\$7,000	\$50,000	\$250,000	\$0	\$0	\$0	\$307,000
¹ Explain & Identify Type of Other Sources: Public-Private Partnership					General Projects Fund, Park Dedication Fund, Hotel Occupancy Tax Fund, and/or				
					Project Manager: Parks and Recreation Director				

PROJECT NAME Disc Golf Course					PROJECT # PA1802		PAGE 26		
PROJECT DESCRIPTION					PROJECT IMAGE				
Utilizing Briscoe Park and the approximately 42.2 acres of City owned property southwest of the park, design and construct an eighteen hole disc golf course featuring lights for night time play, t-boxes, course wayfinding signs and challenging layout, which would attract regional tournaments.									
PROJECT ORIGIN AND JUSTIFICATION									
Parks Capital Improvement Recommendations List reviewed and approved annually in February by the Park Board, reviewed and approved by City Council annually in March and found in the Parks and Recreation Master Plan, strategy 4.2.2, adopted by City Council 6-15-2017. Construction of a disc golf course would provide a brand new, progressive amenity to Alvin community members, while attracting regional players which could promote tourism. This location was chosen unanimously by a focus group of 20 local and regional disc golf players and overwhelmingly by an online participant survey at the conclusion of "Disc Golf Day" held on 6/24/2017 where players of all skill level were invited to play three temporary courses throughout the parks system to determine the most favorable location. Alvin City Council previously approved a budget of \$35,000.									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)				
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									
Operation & Maintenance	\$15,000								
Capital Outlay									
Total Expense	\$15,000								
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report	\$15,000		\$15,000						\$15,000
Land/Right of Way									\$4,500
Design/Surveying	\$4,500		\$4,500						\$135,000
Construction	\$135,000	\$35,000		\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$121,000
Equipment and Furniture	\$121,000			\$24,200	\$24,200	\$24,200	\$24,200	\$24,200	\$121,000
Contingency									
TOTAL COSTS	\$275,500	\$35,000	\$19,500	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$275,500
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue		\$35,000	\$19,500						\$19,500
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$275,500			\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$256,000
TOTAL SOURCES	\$275,500	\$35,000	\$19,500	\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$275,500
¹ Explain & Identify Type of Other Sources: HOT Funds, MOU w/ C&R #3 for grading/dirt work					Project Manager: Parks and Recreation Director				

PROJECT NAME Briscoe Park Capital Improvement Recommendations						PROJECT # PA2001		PAGE 27	
PROJECT DESCRIPTION						PROJECT IMAGE			
<p>In fiscal year 2020, construction of a splash pad and fishing pier over the retention pond are recommended. In fiscal year 2021, installation of a curb and gutter around entrance to asphalt parking lot is recommended. In fiscal year 2022, three bleacher shade covers are recommended, one for each of the three bleachers located adjacent to one of the football fields. Install two shade canopies within the large dog area of the dog park. In fiscal year 2023, installation of solar lighting for the dog park is recommended.</p>									
PROJECT ORIGIN AND JUSTIFICATION									
<p>A splash pad is the most needed park amenity according to a survey found in the 2017 Parks and Recreation Master Plan. A fishing pier, would also promote fresh water fishing in our community as the pond is currently registered with the Texas Parks and Wildlife Department, aka "Briscoe Pond" and stocked with fish annually. Installing a curb and gutter would help to prevent vehicular traffic from rutting up the grass. Three bleacher shade covers would provide relief to spectators watching football games as there is significant lack of shade at the park. Two shade canopies within the large dog area of the dog park have been requested by park users to park staff as there is minimal to no shade in that area. Solar lighting at the dog park would allow for extended use of the park during the evening hours, especially during the winter months. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.</p>									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)									
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									
Operation & Maintenance		\$10,000							\$4,400
Capital Outlay									
Total Expense		\$10,000							\$4,400
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report	\$10,000				\$10,000				\$10,000
Land/Right of Way									
Design/Surveying									
Construction	\$278,000				\$90,000	\$50,000	\$50,000	\$88,000	\$278,000
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$288,000	\$0	\$0	\$0	\$100,000	\$50,000	\$50,000	\$88,000	\$288,000
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue	\$10,000				\$10,000				\$10,000
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$278,000				\$90,000	\$50,000	\$50,000	\$88,000	\$278,000
TOTAL SOURCES	\$288,000	\$0	\$0	\$0	\$100,000	\$50,000	\$50,000	\$88,000	\$288,000
¹ Explain & Identify Type of Other Sources: Park Dedication Funds, General Operating Funds						Project Manager: Parks and Recreation Director			

PROJECT DESCRIPTION
 In fiscal year 2022, installation of a shade canopy over the playground.



PROJECT ORIGIN AND JUSTIFICATION
 The playground is currently in direct sunlight, shade would allow for cooler temperatures for children utilizing the playground, as well as, offer protection to them from the sun. Shade will also help maintain the integrity of the playground components and prevent premature color fading. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.

INCREMENTAL OPERATING AND MAINTENANCE COSTS					
Impact on operating budget <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (See Below)					
Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance					
Capital Outlay					
Total Expense					

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report									
Land/Right of Way									
Design/Surveying									
Construction	\$80,000						\$80,000		\$80,000
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$80,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$80,000						\$80,000		\$80,000
TOTAL SOURCES	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$80,000

¹Explain & Identify Type of Other Sources: Park Dedication Fund, General Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2022, installation of fourteen bleacher shade covers along with replacement of fourteen metal dug out roofs. In fiscal year 2023, installation of one large picnic pavilion to include four picnic tables, five smaller picnic pavilions with ten total picnic tables, playground designed for 5-12 year old children with age recommendation and safety rules sign along with athletic field lighting for the remaining three athletic playing fields and an irrigation system for all seven athletic playing fields.



PROJECT ORIGIN AND JUSTIFICATION
 The bleacher shade covers will provide relief from the direct sun to everyone attending/watching games at all seven athletic fields. The current dug out roofs are built with corrugated tin aluminum and will need to be replaced with heavier gauge aluminum preferably having a sun reflective finish to maintain cool temperatures within the dug out. (refer to Park Standards Manual). Picnic pavilions with tables are needed because none exist currently and there is a need for relief from the sun to sit, eat and relax during breaks from baseball games. A playground is needed to provide a recreational outlet to park visitors, nothing currently exists. Athletic field lighting is always in demand, currently four of the seven fields already have lighting. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance					\$9,500
Capital Outlay					
Total Expense					\$9,500

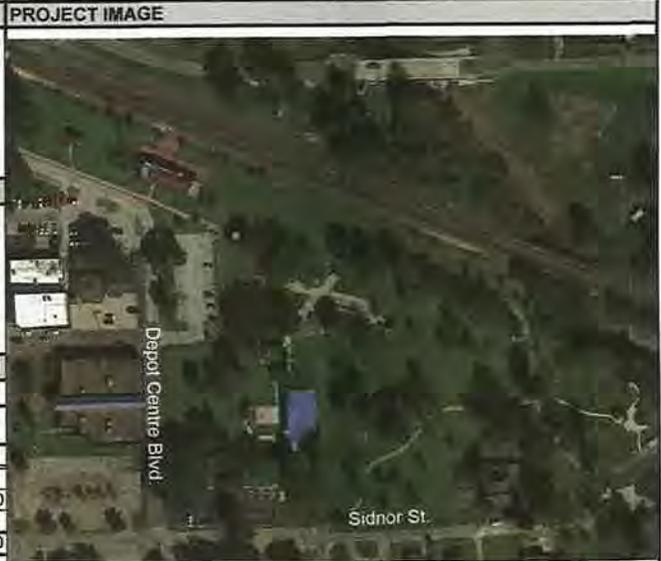
PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report									
Land/Right of Way									
Design/Surveying									
Construction	\$437,000						\$112,000	\$325,000	\$437,000
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$437,000	\$0	\$0	\$0	\$0	\$0	\$112,000	\$325,000	\$437,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$437,000						\$112,000	\$325,000	\$437,000
TOTAL SOURCES	\$437,000	\$0	\$0	\$0	\$0	\$0	\$112,000	\$325,000	\$437,000

¹Explain & Identify Type of Other Sources: Park Dedication Funds and/or General Project Funds

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 National Oak Park - in fiscal year 2020, relocating the playground is recommended. In fiscal year 2023, installation of parking lot lights for the Sidnor Street parking lot (near bridge) is recommended. Bob Owen Pool- In fiscal year 2020, replacement of the existing cyclone fence, which has three strand barbed wire across the top is recommended, Replacement fence should be AmeriStar Montage Commercial Invisible Style, or equivalent, black powder coated steel fence with curved picket used to prevent a breach while providing a traditional decorative fence appearance.



PROJECT ORIGIN AND JUSTIFICATION
National Oak Park: Currently the playground is located in close proximity to the skatepark. With the greater volume of skatepark participants, a larger area where skaters can rest and socialize is needed. Moving the playground closer to the existing swing set will consolidate playspaces into a single area which will allow for improved park usage. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March. The parking lot lights would improve visibility of the parking lot and provide added security lighting because the lot is located at the dead-end of Sidnor and is regularly used by community members to quickly access the Nature Observation Area or pedestrian bridge on the hike and bike trail. Bob Owen Pool: This project was added to the Parks Capital Improvement Recommendations List which is reviewed and approved in February each year by the Park Board, then presented for City Council approval.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance					\$3,000
Capital Outlay					
Total Expense					\$3,000

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report	\$3,000							\$3,000	\$3,000
Land/Right of Way									
Design/Surveying									
Construction	\$119,594				\$92,594			\$27,000	\$119,594
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$122,594	\$0	\$0	\$0	\$92,594	\$0	\$0	\$30,000	\$122,594

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$122,594				\$92,594			\$30,000	\$122,594
TOTAL SOURCES	\$122,594	\$0	\$0	\$0	\$92,594	\$0	\$0	\$30,000	\$122,594

¹Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund

Project Manager: Parks and Recreation Director

PROJECT NAME - Newman Park Capital Improvement Recommendations					PROJECT # PA2003		PAGE 31			
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2020 replacement of two wooden pavilions is recommended. In fiscal year 2021, extending the existing concrete walking path is recommended. In fiscal year 2023, installation of pathway lighting is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
The wooden pavilions are over twenty years old, showing deterioration and need to be replaced using the same type, style and quality and wind rating found in current pavilions constructed at other parks. Extending the concrete walking path has been requested by residents. Walking/Biking trails were also identified as a need in the Parks and Recreation Master Plan. Installation of trail lighting would provide an opportunity for community members to utilize the park in the evening, especially during the winter months. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)					
Fiscal Year	2019	2020	2021	2022	2023					
Total Revenue										
Personnel Services										
Operation & Maintenance										\$10,000
Capital Outlay										
Total Expense										\$10,000
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL	
Prelim. Engineering Report	\$17,000							\$17,000	\$17,000	
Land/Right of Way										
Design/Surveying										
Construction	\$280,000				\$60,000	\$50,000		\$170,000	\$280,000	
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$297,000	\$0	\$0	\$0	\$60,000	\$50,000	\$0	\$187,000	\$297,000	
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL	
General Project Fund Revenue										
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -	\$297,000				\$60,000	\$50,000		\$187,000	\$297,000	
TOTAL SOURCES	\$297,000	\$0	\$0	\$0	\$60,000	\$50,000	\$0	\$187,000	\$297,000	
*Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund					Project Manager: Parks and Recreation Director					

PROJECT NAME - Pearson Park Capital Improvement Recommendations					PROJECT # PA1901		PAGE 32		
PROJECT DESCRIPTION					PROJECT IMAGE				
In fiscal year 2019, it is recommended to replace approximately 6,216.82 linear feet of sidewalk. In fiscal year 2020, replacement lighting for nine athletic fields and renovation of east end concession building. In fiscal year 2021, it is recommended to construct a wooden picnic deck near basketball court. In fiscal year 2022, installation of sixteen bleacher shade coverings is recommended. In fiscal year 2023, installation of irrigation on nine athletic playing fields.									
PROJECT ORIGIN AND JUSTIFICATION									
The current sidewalk is in poor condition and unable to successfully handle large pedestrian traffic during softball games, making it difficult for pedestrians pulling/carrying equipment and disabled persons in a wheelchair or walker to successfully navigate from one location to another. The current wooden poles are very old and many are not vertically straight which causes mis-alignment of the lighting. In addition a permanent field conversion from football to softball has left four fields without proper lighting, creating a hazard for players at night. The east end concession building is in need of renovation in order to function properly. A wooden deck near the basketball court would allow a hard surface resting area for court users. Located under the existing oak trees shade would be available and would prevent the grass from being trampled and creating an unattractive and unsafe surface. Bleacher shade would provide relief from the sun to spectators during softball games. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)				
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									
Operation & Maintenance					\$5,000				
Capital Outlay									
Total Expense					\$5,000				
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report	\$5,000					\$5,000			\$5,000
Land/Right of Way									
Design/Surveying									
Construction	\$1,455,566			\$150,000	\$1,155,566	\$20,000	\$80,000	\$50,000	\$1,455,566
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$1,460,566	\$0	\$0	\$150,000	\$1,155,566	\$25,000	\$80,000	\$50,000	\$1,460,566
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									\$1,155,566
New/Proposed GO Bonds	\$1,155,566				\$1,155,566				
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$305,000			\$150,000		\$25,000	\$80,000	\$50,000	\$305,000
TOTAL SOURCES	\$1,460,566	\$0	\$0	\$150,000	\$1,155,566	\$25,000	\$80,000	\$50,000	\$1,460,566
¹ Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund					Project Manager: Parks and Recreation Director				

PROJECT NAME - Prairie Dog Park Capital Improvement Recommendations					PROJECT # PA2101		PAGE 33		
PROJECT DESCRIPTION					PROJECT IMAGE				
In fiscal year 2021 installation of a parking lot along Hathaway, pathway through park, outdoor exercise area and park lighting is recommended.									
PROJECT ORIGIN AND JUSTIFICATION									
Outdoor exercise area is a progressive park amenity and can create a unique feature within this park (Parks Master Plan Strategy 3.2.2, page 3.29). Park lighting will be necessary to allow park users to utilize the park in the evening especially during the winter months (Parks Master Plan Objective 2.3, page 3.26). Currently no vehicle parking is available to park users. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)				
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									
Operation & Maintenance			\$5,000						
Capital Outlay									
Total Expense			\$5,000						
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report									
Land/Right of Way									\$5,000
Design/Surveying	\$5,000					\$50,000			\$50,000
Construction	\$50,000					\$125,000			\$125,000
Equipment and Furniture	\$125,000								
Contingency									
TOTAL COSTS	\$180,000	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$180,000
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$180,000					\$180,000			\$180,000
TOTAL SOURCES	\$180,000	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$180,000
Explain & Identify Type of Other Sources:					Park Dedication Fund and/or General Projects Fund				
					Project Manager: Parks and Recreation Director				

PROJECT DESCRIPTION
 In fiscal year 2021, finish full court basketball court by adding remaining half court. In fiscal year 2022, one large shade canopy over full court basketball court and install park lighting.



PROJECT ORIGIN AND JUSTIFICATION
 There was not enough CDBG funding to construct a full court basketball court in fiscal year 2015, thus leaving the remaining half court for future development. There is not enough light in the evening to allow use of park amenities, more light will be necessary (Parks Master Plan Obj. 2.3, page 3.26) The of the basketball court is in direct sun, a shade canopy would provide users protection from the sun, cooler playing conditions and attract more users (Parks Master Plan Strategy 3.2.2, page 3.29). The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

No Yes (See Below)

Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance				\$3,000	
Capital Outlay					
Total Expense				\$3,000	

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report	\$3,000						\$3,000		\$3,000
Land/Right of Way									
Design/Surveying						\$30,000	\$137,000		\$167,000
Construction	\$167,000								
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$170,000	\$0	\$0	\$0	\$0	\$30,000	\$140,000	\$0	\$170,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$170,000					\$30,000	\$140,000		\$170,000
TOTAL SOURCES	\$170,000	\$0	\$0	\$0	\$0	\$30,000	\$140,000	\$0	\$170,000

¹Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT NAME - Sealy Park Capital Improvement Recommendations					PROJECT # PA2301		PAGE 35		
PROJECT DESCRIPTION					PROJECT IMAGE				
In fiscal year 2023, recommended to construct permanent restrooms.									
PROJECT ORIGIN AND JUSTIFICATION									
This item originated from resident suggestions to park staff. This park is heavily used because of the amount of shade available, residents often have to leave to take their children home to use the restroom, onsite restrooms would allow for longer park use. The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.									
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget					<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)				
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Personnel Services									\$15,000
Operation & Maintenance									
Capital Outlay									\$15,000
Total Expense									\$15,000
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report									
Land/Right of Way								\$10,000	\$10,000
Design/Surveying	\$10,000							\$100,000	\$100,000
Construction	\$100,000								
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$110,000	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$110,000
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$110,000							\$110,000	\$110,000
TOTAL SOURCES	\$110,000	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$110,000
¹ Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund					Project Manager: Parks and Recreation Director				

PROJECT DESCRIPTION
 In fiscal year 2021 construction of a full court concrete basketball court with two goals, park lighting, two bay parent/child swing set is recommended.



PROJECT ORIGIN AND JUSTIFICATION
 Construction of a full court concrete basketball court and addition of a two parent/child swings combined with lights for night time usage, would attract users of all ages and allow for extended park usage in the evening especially during the winter months. For example, Hugh Adams park is the only park to feature a parent/child swing, and currently no park features a regulation size full court basketball court. (Ruben Adame is planned for a full court).

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance			\$2,000		
Capital Outlay					
Total Expense			\$2,000		

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report									
Land/Right of Way									\$5,000
Design/Surveying	\$5,000					\$5,000			\$5,000
Construction	\$68,500					\$68,500			\$68,500
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$73,500	\$0	\$0	\$0	\$0	\$73,500	\$0	\$0	\$73,500

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -	\$73,500					\$73,500			\$73,500
TOTAL SOURCES	\$73,500	\$0	\$0	\$0	\$0	\$73,500	\$0	\$0	\$73,500

¹Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT NAME - Tom Blakeney Jr. Trail Park Capital Improvement Recommendations						PROJECT # PA1902		PAGE 37	
PROJECT DESCRIPTION In fiscal year 2019, preliminary engineering/design for Phase III is recommended. In fiscal year 2020, construction of Phase III is recommended.						PROJECT IMAGE			
PROJECT ORIGIN AND JUSTIFICATION Phase III of the hike and bike trail is planned to extend from South Street to Alvin Community College. This route was designed by a steering committee, approved by the Parks and Recreation Board and ultimately adopted by City Council as part of the 2035 Comprehensive Plan (Goal 4.3, Obj. 4.3.1, pg. 4-21) Phase III is emphasized in the 2017 Parks and Recreation Master Plan (Goal 2.0, obj. 2.1, Strategy 2.1.1, pg. 3.22) The Parks Capital Improvement Recommendations List is approved annually in February by the Parks Board with City Council approval annually in March.						TOM BLAKENEY JR. TRAIL PROPOSED PHASE III			
INCREMENTAL OPERATING AND MAINTENANCE COSTS									
Impact on operating budget <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See Below)									
Fiscal Year	2019	2020	2021	2022	2023				
Total Revenue									
Total Expense		\$10,000							
FY PROJECTED ALLOCATIONS									
PROJECT COSTS ALLOCATION	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
Prelim. Engineering Report									
Land/Right of Way				\$100,000					\$100,000
Design/Surveying	\$100,000				\$1,000,000				\$1,000,000
Construction	\$1,000,000								
Equipment and Furniture									
Contingency									
TOTAL COSTS	\$1,100,000	\$0	\$0	\$100,000	\$1,000,000	\$0	\$0	\$0	\$1,100,000
FY PROJECTED FUNDING SOURCES									
FUNDING SOURCES	TOTAL BUDGET	2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	PROJECT TOTAL
General Project Fund Revenue									
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									\$1,100,000
New/Proposed GO Bonds	\$1,100,000			\$100,000	\$1,000,000				
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -									
TOTAL SOURCES	\$1,100,000	\$0	\$0	\$100,000	\$1,000,000	\$0	\$0	\$0	\$1,100,000
¹ Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund						Project Manager: Parks and Recreation Director			



AGENDA COMMENTARY

Meeting Date: 3/1/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider appointment to the Parks and Recreation Board.

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

Summary: In December 2017, a longtime member of the Parks and Recreation Board, Cindy DeJongh, decided not to continue her service, which brought the Board down to 6 members, creating a vacancy. The Parks and Recreation Board needs one member to fulfill the Charter requirement of at least 7 members. Vacancies on the Parks & Recreation Board do not occur frequently. Members serve 2-year terms and they must be a resident and qualified voter of the City. The Board currently has 6 members: Dwight Rhodes (appointed in 2001), Terrie Beasley (appointed in 2008), Carrie Parker (appointed in 2016), Milton Morgan (appointed in 2016, Debra Palin (appointed in 2015) and Kerry Ulm (appointed in 2016). The Charter requires the Board to have at least 7 members, but no more than 9 members. City Council can either appoint one, or both applicants to the Board. Please keep in mind for quorum purposes it is beneficial to keep the board at an odd number.

Current Applicants:

Parks Board Appointment March 1, 2018					
First Name	Last Name	Employment	Resident of Alvin	Board to Serve	Notes Provided on Consent and Willingness to Serve Form
John	Allen	Retired	1 year	Parks	I am interested in volunteering for the Parks and Recreation Board.
Jamie	Vaughn	Self Employed	10 years	Parks	I am interested in helping maintain and grow our great Parks & Rec programs.

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: 2/21/18

Supporting documents attached:

Recommendation: Move to appoint _____ to serve a 2-year term on the Parks and Recreation Board.

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

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