

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA THURSDAY FEBRUARY 21, 2019 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 Secretary's Office at 281-388-4255 or drobot@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 and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, FEBRUARY 21, 2019** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamation: March 2019 as Centennial DeMolay Month.
- B. Streets and Code Enforcement Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

- A. Consider approval of the February 7, 2019 City Council meeting minutes.
- B. Acknowledge receipt of the 2018 Annual Racial Profiling Report.
- C. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 4, 2019 General Election; and authorize the Mayor to sign said contract subject to legal review.

6. OTHER BUSINESS

- A. Consider Ordinance 19-D, amending the City of Alvin 2018-19 Fiscal Year (FY19) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."
- B. Consider an award of bid to Lucas Construction Company, Inc. for the construction of an eighteen-hole Disc Golf Course with lighting, in an amount not to exceed \$787,530.75; and authorize the City Manager to sign the contract upon legal review.

7. REPORTS FROM CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Associate Municipal Court Judge.
2. Employment of a Chief Financial Officer.

10. RECONVENE TO OPEN SESSION

- A. Consider possible action regarding the appointment of an Associate Municipal Court Judge.
- B. Consider approval of the City Manager's selection of a Chief Financial Officer.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on THURSDAY, FEBRUARY 14, 2019 at 4:30 P.M.



(SEAL)

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

Dixie Roberts, City Secretary

Removal Date: _____

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

Minutes
City of Alvin
Parks and Recreation Board Meeting
Senior Citizens Center
January 19, 2019
8:30 A.M.

CALL TO ORDER

The meeting was called to order by Dwight Rhodes, Chair at 8:43 a.m.

ROLL CALL

Board members present were Dwight Rhodes, Chair; Terrie Beasley, Vice-Chair; Carrie Parker, Secretary; Milton Morgan, Randy Race, Jamie Vaughn and Kerry Ulm. Other Attendees: Dan Kelinske, Director of Parks and Recreation.

MOBILE TOUR OF CITY PARK'S AND RECREATION FACILITIES TO REVIEW POSSIBLE RECOMMENDATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM. *Tour was moved to the end of the meeting.*

Capital Improvement Program updates suggested:

- Ruben Adame Park – new swing set including parent/child swing
- Sealy Park – lighting for the basketball court
- Newman Park – add bleacher shade next to basketball court

Operational Objectives suggested:

- All parks - consider Art in the Park for new and established parks
- All parks – add signage to direct patrons to how to make a reservation of facilities including hours/scenarios that bathrooms etc. are available.
- National Oak Park - add fencing under the bridge
- National Oak Park - consider uses for concrete slab (shade pergola, games)
- Pearson Park – upgrade bases on open field next to parking lot. Field is used for adult kickball practice
- Pearson Park – add bollards in front of sidewalk to prevent driving over new sidewalk

APPROVAL OF MINUTES

Jamie Vaughn moved to approve the minutes of the December 4, 2018 meeting. Seconded by Milton Morgan; motion carried on a vote of 7 Ayes.

PETITIONS/REQUEST FROM THE PUBLIC

There were no petitions or requests from the public.

CHAIRMAN REPORT

There was no report from the Chairman.

DIRECTOR REPORT

Update on upcoming events

- Father son bowling
- Lights out Easter hunt
- Daddy daughter dance

Update on park projects/improvements

- Mustang Bayou bank repair – waiting on report and recommendation

Account balances

- Tree preservation \$22,300
- ASR Donation (JAN) \$18,158.43 additional \$5000 this month for 2019
- Park Dedication \$262,605.83
- \$181,905.83 locked to quadrants
- \$80,700 unlocked and can be allocated as needed

FY2019 funded Capital Improvement projects:

- Pearson Park Sidewalk – construction has started.
- Disc Golf – delayed due to ground conditions. C&R has started some work. Culverts delivered for passages between Briscoe and Disc Golf. Funding decisions still in process. Council will have a workshop to resolve.
- Design/Engineering Phase III H&B meeting with TXDOT and Consultant to determine crossing under/over 35

YTD 2018 enrollments

- Course Participants: 832
- Course Enrollment Transactions: 1114
- General Enrollment: 893
- Online Enrollment: 221
- Event Participants: 3899

NEW BUSINESS

Officer appointments/Organization of Board

Chair: Dwight Rhodes nominated by Carrie Parker, 2nd by Milton Morgan. Approved Unanimously

Vice-Chair: Terrie Beasley and Jamie Vaughn nominated, Terrie elected by majority vote.

Secretary: Carrie Parker nominated by Terrie Beasley, second by Jamie Vaughn. Approved Unanimously

Discuss and recommend five-year forecast for park capital improvement recommendations

Postponed until next meeting after park tour.

ITEMS OF COMMUNITY INTEREST

There were no items of community interest.

ADJOURNMENT

The meeting was called to adjourn at 12:30 p.m. by Dwight Rhodes.

Upcoming meetings: Parks and Recreation Board Meeting – February 5, 2019 6:30PM



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** DeMolay is a character-building organization of young men from age 12-21; and
- WHEREAS,** these young men are seeking to prepare themselves to become better citizens and leaders for tomorrow; and
- WHEREAS,** DeMolay helps develop those traits of character which have strengthened good men in all ages; and
- WHEREAS,** locally, John Wayne Chapter #3667 of the Order of DeMolay will celebrate its 49th Anniversary, as the most outstanding chapter in Texas.
- WHEREAS,** the members of John Wayne Chapter # 3667 will observe the year of 2019 as the

100th Anniversary of DeMolay

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the month of **March 2019** as:

Centennial DeMolay Month

in the City of Alvin and urge citizens to join in saluting the young men of DeMolay, and in expressing our grateful appreciation for the fine example they set in contributing to the welfare of our community.

WITNESS my hand and seal this
21st day of February 2019.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
AND EXECUTIVE SESSION
THURSDAY FEBRUARY 7, 2019
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 and Executive Session at 7:00 p.m. in the Council Chambers at City Hall, with the following members present: Paul A. Horn, Mayor; Keith Thompson, Mayor Pro-Tem and Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Scott Reed and Glen Starkey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Florence Chapa, Interim Finance Director; Larry Buehler, Director of Economic Development; Michelle Segovia, City Engineer; Dan Kelinske, Parks Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Domingo Flores with Everlasting Life Christian Center gave the invocation.

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

PUBLIC COMMENT

Tom Stansel, Alvin Museum Society, gave an update on the construction projects at the Museum and Longnecker Cottage. He introduced Kathy Mathis, President of the Museum Society and Cindy Young, part time assistant. He thanked the Council for their support of the Museum.

PUBLIC HEARING

Public hearing to receive comment on the proposed Strategic Partnership Agreement (SPA) for the Martha's Vineyard Development, more formally described as Brazoria County Municipal Utility District Number 24 – second public hearing.

Mayor Horn opened the public hearing at 7:06 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:06 p.m.

CONSENT AGENDA

Consider approval of the January 17, 2019 City Council meeting minutes.

Consider approval of the January 28, 2019 Special City Council meeting minutes.

Consider Resolution 19-R-05, calling and establishing the procedures for the May 4, 2019 General Election in Alvin, Texas, and providing for related matters thereto.

This resolution is calling for a General Election for Saturday, May 4, 2019, to elect members to City Council District A, District D, and At Large Position 2.

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.

The first day to file for a place on the May 2019 ballot was Wednesday, January 16, 2019, and will continue through Friday, February 15, 2019.

Early Voting will begin on Monday, April 22, 2019, and will go through Tuesday, April 30, 2019, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations: Angleton: East Annex, 1524 E. Mulberry, Alvin: Alvin Library, 105 S. Gordon, Brazoria: Brazoria Library, 620 S. Brooks, Freeport: Freeport Library, 410 Brazosport Blvd., Lake Jackson: Lake Jackson Library, 250 Circle Way, Manvel: North Annex, 7313 Corporate Dr., Pearland East: Tom Reid Library, 3522 Liberty Dr., Pearland West: Westside Event Center, 2150 Country Place, Pkwy., Shadow Creek: Pearland Westside Library, 2803 Business Center Dr. #101, Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd., West Columbia: New Precinct 4 Building, 121 N. 10th Street. **Early voting dates and hours:** April 22-26; 8am-5pm, April 27; 7am-7pm; April 29-30; 7am-7pm. Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 4th General Election will be brought before City Council for consideration at a future meeting. Staff recommended approval of Resolution 19-R-05.

Consider a final plat of Zuniga Place, (located at 4566 County Road 181), being a subdivision of 7.9961 acres, in the A.C.H. & B. Survey, Section 26, A-471, Brazoria County, Texas.

On December 27, 2018, the Engineering Department received the final Plat of Zuniga Place for review. The property is located at 4566 County Road 181 in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being platted for conveyance of lot 2. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on January 15, 2019. Staff recommended approval.

Consider the Master Preliminary Plat of Mustang Ridge (located along Mustang Road, across from Alvin Community College), being a planned unit development of 35.35 acres of land located in the H.T.& B.R.R. Company Survey, A-225, City of Alvin, Brazoria County, Texas.

On December 27, 2018, the Engineering Department received the master preliminary plat of Mustang Ridge for review. The property is located along Mustang Road across from Alvin Community College and next to Melbourne Senior Apartments. This master preliminary plat consists of 164 single-family residential lots, 12 reserves, and 3 blocks, and complies with the City of Alvin's Planned Unit Development section of the Subdivision Ordinance.

The City Planning Commission considered the plat at their meeting on January 15, 2019. Commission Member Vela recommended approval of the plat which was seconded by Commission Member Buckelew, the plat was approved 8 votes to 2 votes. Commission Members Kelinske and Buckelew voted to deny the plat. In discussion Commission Member Kelinske indicated that the green space provided is primarily small tracts of left-over land that the Developer cannot use and not a true useable amenity for the subdivision. Commission Member Buckelew did not give a reason for his "no" vote.

Staff recommended approval of the plat as revised.

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

OTHER BUSINESS

Consider Ordinance 19-C, annexing 23.004 acres of land, more or less, into the corporate limits of the City, for Forest Heights Section 7; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

On November 1, 2018, Lando Development Ltd., petitioned the City to annex approximately 23.004 acres for the purpose of constructing Forest Heights, Section 7. Council authorized the commencement of annexation procedures on November 15, 2018, in Resolution 18-R-40.

Public hearings were held on January 3, 2019 and January 17, 2019. This ordinance, upon passage of the second reading, will finalize the annexation of approximately 23.004 acres of land for Forest Heights, Section 7, located along the proposed FM 528 extension between Business 35 and State Highway 6 in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan. Staff recommended approval of Ordinance 19-C.

Council member Adame moved to approve Ordinance 19-C, annexing 23.004 acres of land, more or less, into the corporate limits of the City, for Forest Heights Section 7; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

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 from Friday, March 22, 2019, to Sunday, March 24, 2019; and authorize the City Manager to sign said agreement subject to legal review.

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 22 - 24, 2019) in Briscoe Park to include food and alcoholic beverages, music and other entertainment.

Alvin Sunrise Rotary Foundation shall:

- *Adhere to governmental regulations concerning the sale of food and alcohol and 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 the Community Wide Event Application, including insurance requirements*

The City shall:

- *Contribute \$18,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program*
- *Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property*
- *Waive tent permit fees for individual participating cookers/cook teams*
- *Waive park user fees as outlined in the Community Wide Event Application*
- *Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time inspection of cookers and other Fire Safety and Prevention services required by the City*
- *Provide barricades and cones for street closure*
- *Provide APD forklift and portable freezer/refrigerator for event purposes at no cost*
- *Provide EMS personnel and ambulance*
- *Provide Mobile Command Truck*
- *Provide portable restroom*
- *Provide up to 20 picnic tables and 30 trash barrels with liners*
- *Provide electricity and water, where already furnished*

Council member Reed moved to approve 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 from Friday, March 22, 2019, to Sunday, March 24, 2019; and authorize the City Manager to sign said agreement subject to legal review. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes

Consider Resolution 19-R-07, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign said agreement subject to legal review.

The City owns the former Alvin Post Office facility located at 300 W. Sealy Street, Alvin. In 1998, 2016 and 2017, the City adopted resolutions providing for the Alvin Museum Society's right to occupy and utilize the building for the purpose of collecting, maintaining, preserving and showcasing documentation, artifacts and relics of Alvin's past.

This Resolution amends the current agreement to reflect the following minor changes recommended by staff and the Alvin Museum Society:

- *Clarification that allows the Alvin Museum Society to utilize the entire first floor, including the new storage/work area.*
- *Allowing the Alvin Museum Society to utilize a portion of the City's available basement area for storage.*
- *Updating the wording of the current agreement to reflect weekly janitorial service that is currently being provided to Museum.*
- *Changing the contact information for the notice from the former City Manager to current City Manager.*

Staff recommended approval of Resolution 19-R-07.

Council member Castro moved to approve Resolution 19-R-07, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign said agreement subject to legal review. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider Resolution 19-R-08, releasing and terminating two (2) utility easements previously granted to the City of Alvin on property located near the southeast corner of Bypass 35 and Highway 6.

This resolution formally acknowledges the City's release and termination of two 15' wide utility easements that were previously granted on the property at the southeast corner of Bypass 35 and Highway 6 that is now known as Raceway / Cline Crossing.

In 2012, prior to the Construction of the Raceway Gas Station, there was a sanitary sewer main in these easements as shown on the attached map (represented as the black and white dashed line). During the construction of the Raceway Gas Station, the sewer line was relocated further to the south and placed within a newly dedicated utility easement (new line shown in green to the south), therefore these easements are no longer needed. The easements must be formally released so that the Cline Crossing tract where a proposed Chick-fil-A Restaurant is to be located will be clear of encroachments.

Staff recommended approval of Resolution 19-R-08.

Council member Thompson moved to approve Resolution 19-R-08, releasing and terminating two (2) utility easements previously granted to the City of Alvin on property located near the southeast corner of Bypass 35 and Highway 6. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider Resolution 19-R-09, requesting that the members of the 86th Legislative Session of the State of Texas support legislation that provides stewardship, health and wellbeing, and connectivity for local and state parks.

The City of Alvin is a member of the Texas Recreation and Park Society (TRAPS) which is a 501 (c)(3) nonprofit organization providing advocacy, education and networking to parks and recreation professionals. TRAPS has requested its' membership to show support for legislation that provides stewardship, health and wellbeing and connectivity for local and state parks during the 86th Legislative Session.

Staff recommended approval of Resolution 19-R-09.

Council member Starkey moved to approve Resolution 19-R-09, requesting that the members of the 86th Legislative Session of the State of Texas support legislation that provides stewardship, health and wellbeing, and connectivity for local and state parks. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Mr. Junru Roland reviewed the preliminary list for the February 21, 2019 City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Mrs. Roberts reviewed items of community interest.

Council member Castro thanked the staff.

Council member Adame announced that the Alvin ISD Education Foundation Turtle Race will be held on February 9th.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 7:21 p.m. in accordance to the following:

Section 551.074 of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee.

A. Employment of a Chief Financial Officer.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 7:49 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:49 p.m.

PASSED and APPROVED the 21st day of February 2019.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/21/2019

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Acknowledge receipt of the 2018 Annual Racial Profiling Report.

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

Summary: Article 2.134 of the Texas Code of Criminal Procedure requires that not later than March 1st of each year, law enforcement agencies submit a report containing the previous year’s incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency’s city or county.

In 2017, the State Legislature passed the Sandra Bland Act (SB1849) which, among other things, repealed Code of Criminal Procedure (CCP) section 2.135, which gave a partial exemption for racial profiling data collection to agencies with cameras installed in all vehicles routinely used to make traffic stops. With the repeal of this section, a significant increase in the amount of data collected from traffic stops has occurred and is reflected in the 2018 Racial Profiling Report. The 2018 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, whether a search was conducted, and if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), and if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant.

A comparison of demographic data collected with the latest demographic data of the City of Alvin (census.gov 2018 Estimate) and with Alvin Independent School District demographic data. The actual demographic makeup of the City is considered to be somewhere between these data sets, as neither consider or measure work, shopping, or traveling demographics of the City. The 2018 racial profiling report is representative of our population in general and does not indicate racial profiling bias. No complaints of racial profiling were filed with the Alvin Police Department in 2018.

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:** 2/14/2019 SLH

Supporting documents attached:

- 2018 Racial Profiling Report to Texas Commission on Law Enforcement (TCOLE)
- 2018 Demographic Comparison Chart

Recommendation: Staff recommends that council acknowledge receipt of the 2018 Racial Profiling Report.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

Racial Profiling Report | Full report

Agency Name:	Alvin Police Department
Reporting Date:	01/31/2019
TCOLE Agency Number:	39201
Chief Administrator:	Robert E. Lee
Agency Contact Information:	
Phone:	2813884370
Email:	Rlee@cityofalvin.com
Mailing Address:	1500 S Gordon St. Alvin TX 77511

This Agency filed a full report

Alvin Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Alvin Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Alvin Police Department if the individual believes that a peace officer employed by the Alvin Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Alvin Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Alvin Police Department's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Robert E. Lee

Chief Administrator

Alvin Police Department

Date: 01/31/2019

Total stops: 11822

Gender

Female: 4982

Male: 6839

Race or ethnicity

Black: 1096

Asian/Pacific Islander: 259

White: 7682

Hispanic/Latino: 2753

Alaska Native/American Indian: 32

Was race or ethnicity known prior to stop?

Yes: 129

No: 11693

Reason for stop?

Violation of law: 87

Pre existing knowledge: 70

Moving traffic violation: 9492

Vehicle traffic violation: 2173

Street address or approximate location of the stop

City street: 8157

US highway: 0

State highway: 1584

County road: 62

Private property or other: 2019

Was a search conducted?

Yes: 787

No: 11035

Reason for Search?

Consent: 292

Contraband: 14

Probable cause: 189

Inventory: 161

Incident to arrest: 131

Was Contraband discovered?

Yes: 278

No: 509

Description of contraband

Drugs: 172

Currency: 6

Weapons: 11

Alcohol: 22

Stolen property: 5

Other: 62

Result of the stop

Verbal warning: 3176

Written warning: 3589

Citation: 4472

Written warning and arrest: 51

Citation and arrest: 127

Arrest: 407

Arrest Total

Total: 290

Arrest based on

Violation of Penal Code: 173

Violation of Traffic Law: 290

Violation of City Ordinance: 3

Outstanding Warrant 119

Was physical force resulting in bodily injury used during stop

Yes: 14

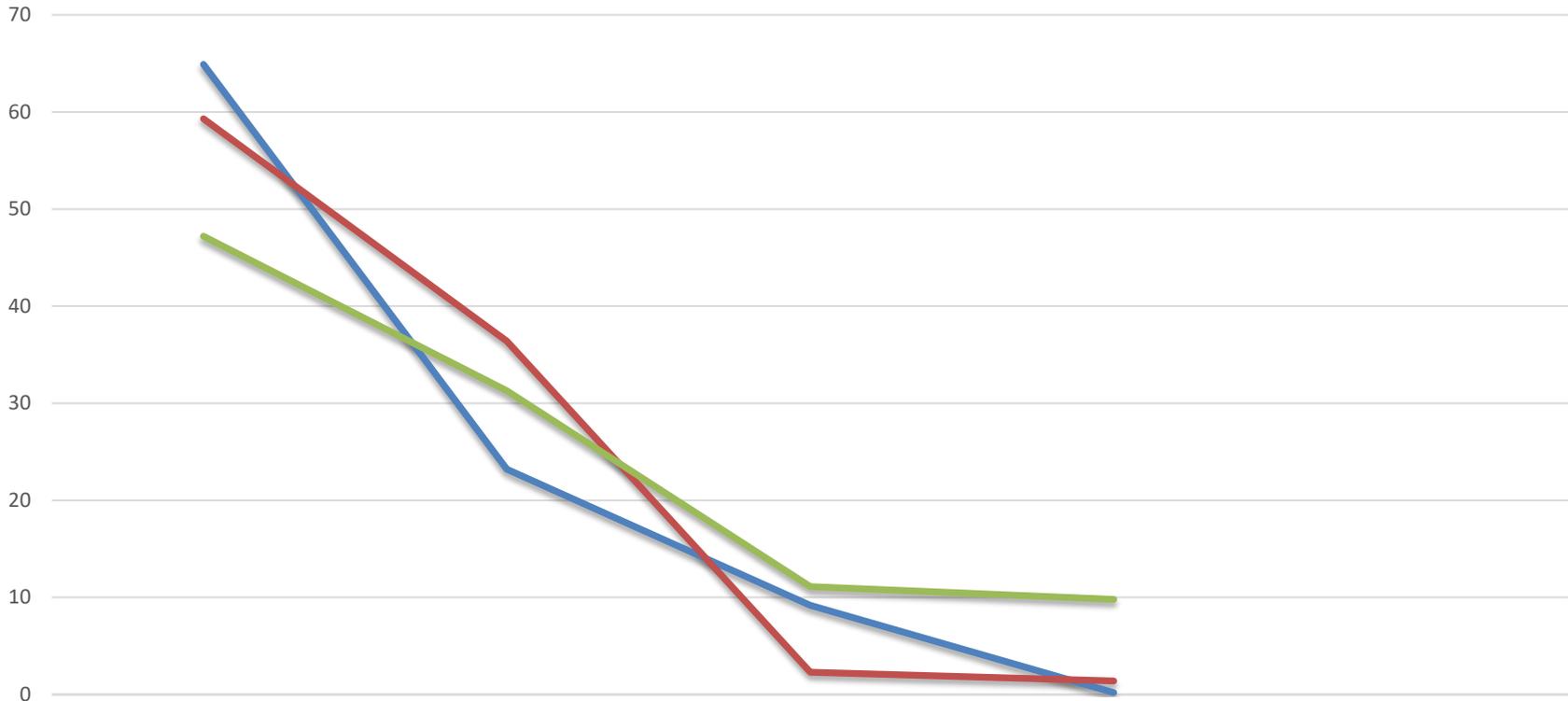
No: 11808

Submitted electronically to the



The Texas Commission on Law Enforcement

Demographic Comparison %



White Non Hispanic

Hispanic

African American

Asian

2018 APD Traffic Stops

City of Alvin (2018 Census Estimate)

Alvin ISD



AGENDA COMMENTARY

Meeting Date: 2/21/2019

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 May 4, 2019 General Election; and authorize the Mayor to sign subject to legal review.

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

Summary: This is a contract for election services with Brazoria County to conduct the May 4, 2019 General Election for City Council District A, District D, and At Large Position 2. This contract is similar to the contract authorized by City Council every year to conduct the City's election. The cost for this General Election could range anywhere from \$6,000 to \$10,000. The cost depends on how many other jurisdictions will be holding a May election. 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

May 2018: \$4,660

Early voting and Election Day voting will be held at the Alvin Library. Registered voters may vote at any Early Voting location within the County during Early Voting, or on Election Day, may vote at any Voting Center in Brazoria County. Staff recommends approval of said contract.

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

Funding Account: CSO/Elections **Amount:** \$5,000-\$10,000 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 2/13/2019 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 May 4, 2019 General Election; and authorize the Mayor to sign subject to legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2019. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 6.1), 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 electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

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

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint 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 electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint 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 joint ballot on the electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint 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 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" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

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. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk's Election Office 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 each election precinct 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 Elections 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 joint election in Attachment A 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 the date of the election described in Attachment A, 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 name(s) and address(s) in effect for the election described in Attachment A. Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court 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. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. 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's Elections 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 Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections 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 temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections 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, joint 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 Elections 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 are needed for a particular Political Subdivision, the County Clerk 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). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk 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.

VII. EARLY VOTING

The Parties agree to conduct joint 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 Parties further agree that each Early Voting Location will have an "Officer in Charge" who 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 Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 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 Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

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

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County 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 127.005 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 Cunningham
Alternate Tabulation Supervisor:	Patricia DeVille
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

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

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

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint 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. Since the County participates in "Vote Centers," all political subdivisions can vote at any location. For billing purposes, each "Vote Center" will be assigned precincts in the area; and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

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. (See "Exhibit 1" for rental rates.)

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all entities entered into a contract will be divided by all political subdivisions holding elections on MAY 4, 2019. Costs will be based on registered voters.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint 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 County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint 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 Elections 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.

XIII. 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 Elections Department agrees to provide advisory services to the Political Subdivision 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.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; 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 County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the 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; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
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 accord 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 or 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.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$2,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 15, 2019. Therefore, deposit is due by **MARCH 4, 2019**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 4, 2019, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, 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.

(1) On the _____ day of _____, 2019 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2019 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

By _____

Presiding Officer or Authorized Representative
CITY OF ALVIN



AGENDA COMMENTARY

Meeting Date: 2/21/2019

Department: City Manager’s Office **Contact:** Junru Roland, City Manager

Agenda Item: Consider Ordinance 19-D, amending the City of Alvin 2018-19 Fiscal Year (FY19) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached “Exhibit A.”

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

Summary: At the end of fiscal year 2018 (FY18), the City exceeded fund balance requirements/expectations in the General Operating Fund, the Hotel Occupancy Tax Fund, and the Utility Operating Fund. The savings resulted from personnel vacancies, utility savings, lower than expected costs of materials and supplies, etc. Staff has identified capital items that could be funded in the current fiscal year (FY19) utilizing prior year budget savings.

- Staff requests that Council amend the FY19 budget to transfer \$315,000 FY18 budget savings in the General Operating Fund to the General Capital Projects Fund for the construction of the Disc Golf Course.
- Staff requests that Council amend the FY19 budget to use \$187,530 of the FY18 budget savings in the Hotel Occupancy Tax Fund for the illumination or upgrading of the Disc Golf Course once the construction is complete.
- Staff requests that council authorize the transfer of \$300,000 of FY18 budget savings from the Utility Operating Fund to the Utility Capital Projects Fund for future capital purchase(s) to support the City’s water and wastewater program.

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:** 2/13/2019 SLH _____

Supporting documents attached:

- Ordinance 19-D
- Exhibit A

Recommendation: Move to approve Ordinance 19-D, amending the City of Alvin 2018-19 Fiscal Year (FY19) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached “Exhibit A.”

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 19-D

AN ORDINANCE AMENDING CITY OF ALVIN ORDINANCE NO. 18-O, PASSED AND APPROVED SEPTEMBER 20, 2018, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2018-19 FOR THE PURPOSE OF AMENDING THE MID-YEAR BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2018-19 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on the 21st day of February 2019.

CITY OF ALVIN, TEXAS:

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

**FY19 Council Budget
Proposed Mid-Year Amendments for Consideration**

GENERAL PROJECTS FUND

Account Number	Account Description			Project Description
311-7001-00-9060	Disc Golf	\$	315,000	Disc Golf Construction
311-406111	Transfer From General Fund	\$	315,000	Disc Golf Construction

GENERAL OPERATING FUND

111-9001-00-7110	Transfer to General Proj. Fund	315,000	Disc Golf Construction
111-300000	Fund Balance (Budget Savings)	315,000	Disc Golf Construction

HOTEL OCCUPANCY TAX FUND

Account Number	Account Description			Project Description
121-1006-14-9060	Disc Golf Upgrades	\$	187,530	Disc Golf upgrades
121-300000	Fund Balance (Budget Savings)	\$	187,530	Disc Golf upgrades

UTILITY CAPITAL PROJECTS FUND

Account Number	Account Description			Project Description
220-406211	Transfer from Utility Fund	\$	300,000	
220-300000	Fund Balance	\$	300,000	

UTILITY OPERATING FUND

211-9002-00-7107	Transfer to Utility Proj Fund	300,000	
211-300000	Fund Balance (Budget Savings)	300,000	



AGENDA COMMENTARY

Meeting Date: 2/21/2019

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an award of bid to Lucas Construction Company, Inc. for the construction of an eighteen-hole Disc Golf Course with lighting, in an amount not to exceed \$787,530.75; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On December 11, 2018, bids were opened for the Disc Golf Course Construction Project. After review, Kimley-Horn and Associates recommends Lucas Construction Company, Inc. as the lowest cost, responsible and responsive bidder.

Contract Amount:	\$294,660.00
Alternate Bid Item#1 (North Illumination)	\$242,206.75
Alternate Bid Item #2 (South Illumination)	\$206,087.00
Contingency (6%)	<u>\$ 44,577.00</u>
Total Amount	\$787,530.75

The Disc Golf Course construction project consists of the following: 3,900 linear feet six-foot-wide concrete walking path, nineteen concrete tee pads, seeding, installation of eighteen-disc golf baskets, course signage, electrical service and related material for thirty-one light poles providing light for the eighteen-hole course.

The original location and scope of the Disc Golf Course included a 9-hole course along the Hike and Bike Trail (approved budget of \$35,000). In FY17, three temporary disc golf course locations were “tested” and the results were presented to Council at a workshop meeting on June 24, 2017. At that time, Council directed staff to consider the 42-acres of currently undeveloped (city owned) property, south of Briscoe Park as a potential site for an eighteen-hole disc golf course. As a result, staff worked with professional disc golf player Chris Vandagriff on course layout and obtained a topography survey from Gormley Surveying (\$4,500) which was completed February 2018. On March 15, 2018, City Council approved an agreement with Kimley-Horn (\$21,800) for site grading and drainage design, permit assistance and agency coordination, construction documents and construction phase services. August 2018, the City Manager approved an addendum with Kimley-Horn to include an illumination plan (\$8,800). August/September 2018, C&R District #3 removed barbed wire fencing and brush along the ditch while Road and Bridge hauled away to the landfill (\$4,500). C&R District #3 will also be responsible for the site grading and the installation of the concrete pipe (\$9,710.40) used for three ditch crossings.

The proposals are good for 90 days after receipt of bids (as noted on the Advertisement and Invitation for Bid).

Staff recommends that council award Lucas Construction Company, Inc for the construction of the Disc Golf Course.

[View Disc Golf Course Bid Documents.](#)

[View Disc Golf Course Drawings.](#)

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:** 2/14/2019 SLH

Supporting documents attached:

- Letter of Recommendation
 - Bid Tabulation
 - Proposal
 - Advertisement and Invitation for Bid
-

Recommendation: Move to award a bid to Lucas Construction Company, Inc., for the construction of an eighteen-hole Disc Golf Course with lighting, in an amount not to exceed \$787,530.75; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



December 12, 2018

Mr. Dan Kelinske
Director of Parks and Recreation
City of Alvin, Texas
1100 West Highway 6
Alvin, Texas 77511

**RE: Briscoe Park Disc Golf Course Bid: B-19-07
Kimley-Horn Project 067801401**

Dear Mr. Kelinske:

On December 11, 2018, the City of Alvin received bids for the Briscoe Park Disc Golf Course. A detailed bid tabulation is attached for your review and consideration. We received the following four bids:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>Alternate Bid 1</u>	<u>Alternate Bid 2</u>
Lucas Construction Company, Inc. (League City TX)	\$294,660.00	\$242,206.75	\$200,087.00
Division III + Constructors, Inc. (Stafford TX)	\$374,600.00	\$273,068.85	\$241,012.90
Tandem Services, LLC (Friendswood TX)	\$402,530.00	\$264,504.80	\$215,051.50
Jerdon Enterprise, LP (Stafford TX)	\$515,300.00	\$376,882.20	\$302,939.00

Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed for surety in the State of Texas. Based on these reviews, it appears that Lucas Construction Company, Inc. of League City, Texas. is the lowest responsible and responsive bidder.

If you have any questions or comments, please give me a call.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Mike Shelton, AICP, P.E.

MAS:jjl Enclosure

Copy to: Mr. Brett Cole, City of Alvin Engineering Department

K:\HOU_Civil\067801401 Alvin Disc Golf\CPS\Bidding\20181212 RecommendationLetter.doc

BID TABULATION

CHECKED AND RECEIVED
 BY: M.A. Shelton, PE
 COMPILED BY: J.J. Linton, EIT
 DATE: 12/12/18
 SHEET 1 OF 1

KIMLEY-HORN AND ASSOCIATES, INC.

Owner: City of Alvin, TX
 Project: Briscoe Park Disc Golf Course
 216 W. Sealy St., TX 77511
 Job Number: 067801401

BIDDER 1
 Lucas Construction Company, Inc.
 551 West League City Parkway, Suite C
 League City, TX 77573

BIDDER 2
 Division III + Constructors, Inc.
 PO Box 2548
 Stafford, TX 77497

BIDDER 3
 Tandem Services, LLC
 4425 FM 2351, Suite 5
 Friendswood, Texas 77546

BIDDER 4
 Jerdon Enterprise, L.P.
 13403 Redfish Lane
 Stafford, Texas 77477

	Item	Unit	Plan Quantity	Unit Price	Cost						
1	Walking Path (6' wide)	SY	3,900	\$50.00	\$195,000.00	\$60.00	\$234,000.00	\$78.00	\$304,200.00	\$81.00	\$315,900.00
2	48" Pipe Culvert Crossing	EA	3	\$2,500.00	\$7,500.00	\$12,800.00	\$38,400.00	\$3,500.00	\$10,500.00	\$7,500.00	\$22,500.00
3	Seeding (Alvin Mix)	AC	17.2	\$1,800.00	\$30,960.00	\$2,250.00	\$38,700.00	\$1,500.00	\$25,800.00	\$3,000.00	\$51,600.00
4	Disc Golf Tee Pad (4' by 8') with Pavers	EA	19	\$1,000.00	\$19,000.00	\$1,500.00	\$28,500.00	\$1,750.00	\$33,250.00	\$2,000.00	\$38,000.00
5	Install Owner Provided Disc Golf Basket	EA	18	\$400.00	\$7,200.00	\$500.00	\$9,000.00	\$275.00	\$4,950.00	\$600.00	\$10,800.00
6	Provide and Install Sign	EA	30	\$500.00	\$15,000.00	\$400.00	\$12,000.00	\$275.00	\$8,250.00	\$450.00	\$13,500.00
7	Mobilization Complete in Place	LS	1	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$15,580.00	\$15,580.00	\$63,000.00	\$63,000.00
	TOTAL BASE BID				\$294,660.00		\$374,600.00		\$402,530.00		\$515,300.00
8	Install Electrical Service	EA	1	\$4,200.00	\$4,200.00	\$9,600.00	\$9,600.00	\$4,550.00	\$4,550.00	\$9,500.00	\$9,500.00
9	Install Electrical Disconnect	EA	1	\$1,200.00	\$1,200.00	\$420.00	\$420.00	\$1,300.00	\$1,300.00	\$7,400.00	\$7,400.00
10	Install SA (2 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	5	\$9,000.00	\$45,000.00	\$14,300.00	\$71,500.00	\$9,753.00	\$48,765.00	\$12,500.00	\$62,500.00
11	Install SB (3 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	11	\$10,800.00	\$118,800.00	\$14,560.00	\$160,160.00	\$11,653.00	\$128,183.00	\$14,000.00	\$154,000.00
12	Install Ground Box Type A (122311) with Apron	EA	4	\$1,000.00	\$4,000.00	\$240.00	\$960.00	\$1,225.00	\$4,900.00	\$1,000.00	\$4,000.00
13	Install Pull Box (FL09T (MH) with Lid)	EA	16	\$300.00	\$4,800.00	\$120.00	\$1,920.00	\$325.00	\$5,200.00	\$950.00	\$15,200.00
14	Conduit (PVC) 3"	LF	732	\$8.00	\$5,856.00	\$3.60	\$2,635.20	\$8.75	\$6,405.00	\$17.00	\$12,444.00
15	Conduit (PVC) 2"	LF	4,334	\$7.00	\$30,338.00	\$3.00	\$13,002.00	\$7.50	\$32,505.00	\$16.00	\$69,344.00
16	Conduit (RM) 2"	LF	33	\$25.00	\$825.00	\$9.00	\$297.00	\$10.00	\$330.00	\$27.00	\$891.00
17	Electrical Conductor (#6) Bare	LF	4,334	\$1.00	\$4,334.00	\$0.60	\$2,600.40	\$1.00	\$4,334.00	\$1.25	\$5,417.50
18	Electrical Conductor (#6) Insulated	LF	9,768	\$1.00	\$9,768.00	\$0.70	\$6,837.60	\$1.00	\$9,768.00	\$1.65	\$16,117.20
19	Electrical Conductor (#2) Bare	LF	732	\$2.25	\$1,647.00	\$0.70	\$512.40	\$2.40	\$1,756.80	\$1.75	\$1,281.00
20	Electrical Conductor (#2) Insulated	LF	2,195	\$2.25	\$4,938.75	\$1.15	\$2,524.25	\$2.40	\$5,268.00	\$2.50	\$5,487.50
21	Wireless System Intogration	LS	1	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,240.00	\$6,240.00	\$7,500.00	\$7,500.00
22	Trench Safety	LS	1	\$500.00	\$500.00	\$100.00	\$100.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00
	TOTAL ALTERNATE BID 1 (NORTH ILLUMINATION)				\$242,206.75		\$273,068.85		\$264,504.80		\$376,882.20
23	Install SA (2 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	6	\$9,000.00	\$54,000.00	\$14,300.00	\$85,800.00	\$9,753.00	\$58,518.00	\$12,500.00	\$75,000.00
24	Install SB (3 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	9	\$10,800.00	\$97,200.00	\$14,560.00	\$131,040.00	\$11,653.00	\$104,877.00	\$14,000.00	\$126,000.00
25	Install Ground Box Type A (122311) with Apron	EA	2	\$1,000.00	\$2,000.00	\$240.00	\$480.00	\$1,225.00	\$2,450.00	\$1,000.00	\$2,000.00
26	Install Pull Box (FL09T (MH) with Lid)	EA	15	\$300.00	\$4,500.00	\$120.00	\$1,800.00	\$325.00	\$4,875.00	\$950.00	\$14,250.00
27	Conduit (PVC) 2"	LF	3,889	\$7.00	\$27,223.00	\$3.00	\$11,667.00	\$7.50	\$29,167.50	\$16.00	\$62,224.00
28	Electrical Conductor (#6) Bare	LF	3,889	\$1.00	\$3,889.00	\$0.60	\$2,333.40	\$1.00	\$3,889.00	\$1.25	\$4,861.25
29	Electrical Conductor (#6) Insulated	LF	11,275	\$1.00	\$11,275.00	\$0.70	\$7,892.50	\$1.00	\$11,275.00	\$1.65	\$18,603.75
	TOTAL ALTERNATE BID 2 (SOUTH ILLUMINATION)				\$200,087.00		\$241,012.90		\$215,051.50		\$302,939.00



PROPOSAL

Briscoe Park Disc Golf Course				Contractor <u>Lucas Construction Company, Inc.</u>		
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Walking Path (6' wide)	SY	3900	50.00	195,000.00	One Hundred Ninety Five Thousand Dollars
2	48" Pipe Culvert Crossing	EA	3	2,500.00	7,500.00	Seven Thousand Five Hundred Dollars
3	Sealing (Adm Mix)	AC	17.2	1,800.00	30,960.00	Thirty Thousand Nine Hundred Sixty Dollars
4	Disc Golf Tee Pad (12' by 10') with Pavers	EA	19	1,000.00	19,000.00	Nineteen Thousand Dollars
5	Install Orange Perforated Disc Golf Basket	EA	18	400.00	7,200.00	Seven Thousand Two Hundred Dollars
6	Provide and Install Signs	EA	30	500.00	15,000.00	Fifteen Thousand Dollars
7	Mobilization Complete in Place	LS	1	20,000.00	20,000.00	Twenty Thousand Dollars
TOTAL BASE BID					\$294,660.00	Two Hundred Ninety Four Thousand Six Hundred Sixty Dollars

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Item	Description	Unit	Quantity	Unit Price	Total	Written Total
8	Install Electrical Service	EA	1	4,200.00	4,200.00	Four Thousand Two Hundred Dollars
9	Install Electrical Distribution	EA	1	1,200.00	1,200.00	One Thousand Two Hundred Dollars
10	Install SA (2 fixture) Lighting Fixtures (LED Luminaire, pole, 5000)	EA	1	9,000.00	45,000.00	Forty Five Thousand Dollars
11	Install SB (3 fixture) Lighting Fixtures (LED Luminaire, pole, 5000)	EA	11	10,800.00	118,800.00	One Hundred Eighteen Thousand Eight Hundred Dollars
12	Install Ground Box Type A (122311) with Apron	EA	4	1,000.00	4,000.00	Four Thousand Dollars
13	Install Pail Box (91299) (MI) (with lid)	EA	6	300.00	4,800.00	Four Thousand Eight Hundred Dollars
14	Cable #12 PVC 1"	LF	732	8.00	5,856.00	Five Thousand Eight Hundred Fifty Six Dollars
15	Cable #12 PVC 2"	LF	4,334	7.00	30,338.00	Thirty Thousand Three Hundred Thirty Eight Dollars
16	Cable #12 PVC 2"	LF	33	25.00	825.00	Eight Hundred Twenty Five Dollars
17	Electrical Conductor (80) Bare	LF	4,334	1.00	4,334.00	Four Thousand Three Hundred Thirty Four Dollars
18	Electrical Conductor (80) Insulated	LF	8,768	1.00	9,768.00	Nine Thousand Seven Hundred Sixty Eight Dollars
19	Electrical Conductor #21 Bare	LF	732	2.25	1,647.00	One Thousand Six Hundred Forty Seven Dollars
20	Electrical Conductor #21 Insulated	LF	2,196	2.25	4,938.75	Four Thousand Nine Hundred Thirty Eight Dollars & 75/100
21	Wireless System Installation	EA	1	6,000.00	6,000.00	Six Thousand Dollars
22	Tapack Sides	EA	1	500.00	500.00	Five Hundred Dollars
TOTAL ALTERNATE BID 1 (NORTH ILLUMINATION)					\$242,206.75	Two Hundred Forty Two Thousand Two Hundred Six Dollars & 75/100

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21	Install SA (2 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	4	9,000.00	54,000.00	Fifty Four Thousand Dollars
24	Install SB (3 fixture) Lighting Fixtures (LED Luminaire, pole, base)	EA	4	10,800.00	97,200.00	Ninety Seven Thousand Two Hundred Dollars
23	Install Ground Box Type A (122311) with Apron	EA	2	1,000.00	2,000.00	Two Thousand Dollars
26	Install Pull Box (FLOOR MOUNT) with Lid	EA	1	300.00	4,500.00	Four Thousand Five Hundred Dollars
27	Cable (PVC) 2"	LF	1840	7.00	27,223.00	Twenty Seven Thousand Two Hundred Twenty Three Dollars
28	Electrical Conductor (#6) Bare	LF	3839	1.00	3,889.00	Three Thousand Eight Hundred Eighty Nine Dollars
29	Electrical Conductor (#6) Insulated	LF	11,275	1.00	11,275.00	Eleven Thousand Two Hundred Seventy Five Dollars
TOTAL ALTERNATE BID 2 (SOUTH ILLUMINATION)					\$200,087.00	Two Hundred Thousand Eighty Seven Dollars

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Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Lucas Construction Company, Inc.

Address: 551 League City Pkwy, Suite C
League City, Texas 77573

Telephone: 281-316-9990

Date: December 11, 2018

ATTEST Kathy Lucas

Secretary of Corporation *Kathy Lucas*

(Seal of Bidder Corporation)



PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** Lucas Construction Company, Inc.

Briscoe Park Disc Golf Course
Bid Number: B-1907
Account Number: 311-7001-00-9060

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **120 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day**.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an

estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Lucas Construction Company, Inc.

Address: 551 West League City Parkway, Suite C
League City, Texas 77573

Telephone: 281-316-9990

Date: December 11, 2018

ATTEST: *Kathy Lucas*

Secretary of Corporation Kathy Lucas

(Seal of Bidder Corporation)



No specifications on this page for formatting purposes.

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>375,846.00</u>
ALL OTHER CHARGES:	\$ <u>361,107.75</u>
*TOTAL:	\$ <u>736,953.75</u>

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

No specifications on this page for formatting purposes.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Name of Bidder: Lucas Construction Co. Date Organized: June 24, 1988
551 League City Parkway
Address: League City, Texas 77573 Date Incorporated: June 24, 1988

Number of Years in Contracting Business under Present Name: 30

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>See Attached List labeled "Major Contracts in Progress"</u>		

Type of work performed by your company: Concrete, Site Work, Soil Stabilization,
Underground Utilities, Consulting, Development

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>See Attached List labeled "Major Contracts Completed Last Two Years"</u>			

Major Equipment Available for this Contract:

See Attached List labeled "Equipment List"

City of Alvin, Texas

Briscoe Park Disc Golf Course

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project. **ATTACHED**

Credit Available: \$ 50,000,000.00

Kenneth Holbrook, Texas First Bank
713-515-4734
Bank Reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Alvin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 11th day of December, 2018.



By: Willis Lucas

Title: President

**Lucas Construction Company, Inc.
Statement of Bidder's Qualifications
Major Contracts In Progress**

LCCI JOB #	PROJECT NAME & ADDRESS	OWNER	ARCHITECT	GENERAL CONTRACTOR	EST. START/EST. COMPLETION
3346	\$3,300,377 City of Houston Clinton Drive	City of Houston 900 Bagby, 2nd Floor Houston, Texas 77002 832-395-2215		Brian Manning Mainlane Industries 14115 Luthe Road Houston, Texas 77039 713-896-3141	Est. Start June 2018 Est. Completion Dec 2018
3352	\$2,095,490.50 City of Houston Woodshire Paving and Drainage	City of Houston 611 Walker Street, 15th Floor Houston, Texas 77039 832-395-2215		David Cox Mainlane Industries 14115 Luthe Road, Suite 100 Houston, TX 77039 346-229-5302	Est. Start June 2018 Est. Completion June 2019
3354	\$1,014,575 Market Street Sidewalk & Curb Reconstruction 25th-33rd	City of Galveston 823 Rosenberg, Galveston, Texas 77550 409-797-3575	Shelmark Engineering 921 FM 517 Dickinson, TX 77539 409-935-9986	Lucas Construction	Est. Start Aug 2018 Est. Completion Apr 2019
3355	\$350,778 Southside Drainage 2018	City of Dickinson, 4403 Highway 3, Dickinson, Texas 77539 281-337-2489	IDS Engineering Group 13430 N.W. Freeway Suite 700 Houston, TX 77040 713-462-3178	Lucas Construction	Est. Completion Nov 2018
SJ0075-1	\$1,989,000 Keen Dickinson Yard Improvements Phase I, II & III	Keen Transport, Inc. Box 389 New Kingstown, PA 17072 Mike Lewis 717-574-7475	Arceneaux, Wilson & Cole 2901 Turtle Creek Dr. Suite 320 Port Arthur, TX 77642 409-724-7888	Lucas Construction	Est. Start June 2018 Est. Completion Dec 2018

Lucas Construction Company, Inc.
Statement of Bidder's Qualifications
Major Contracts Completed Last Two Years

PROJECT NAME & ADDRESS	OWNER	ARCHITECT/ENGINEER	GENERAL CONTRACTOR	% WORK - DATE OF COMPLETION
\$2,540,363.00 43rd Street	City of Galveston 823 Rosenberg Galveston, TX 77553 409-797-3650	IDS Engineering Group 13333 N.W. Freeway Suite 300 Houston, TX 77040 713-462-3178	Mainlane Industires 6902 Flintlock Rd. Houston, TX 77040 713-896-3141	100% Lucas - Completed 2016
\$1,587,450.00 Grand Beach Reserve	230 East Beach 1406 Camp Craft Road Austin, TX 78746 512-329-8782	Jone and Carter 1701 Directors Blvd., Ste. 400 Austin, TX 78744 512-685-5131	Lucas Construction 551 C League City Pkwy League City, TX 77573 281-316-9990	100% Lucas - Completed 2017
\$1,149,570 Pomona Recreational Center	MC 288, LLC 3090 Olive Street, Ste. 300 Dallas, TX 75219	LJA Engineering 2929 Briarpark Drive, Ste. 600 Houston, TX 77042 713-953-5200	Patak Construction 1927 Highway 146 Kemah, TX 281-334-9833 281-334-9814 fax	100% Lucas - Completed 2017
\$4,019,425 Hughes Road	City of Houston 900 Bagby, 2nd Floor Houston, TX 77002 713-837-0311	Othon, Inc. 11111 Wilcrest Green Dr., Ste. 128 Houston, TX 77042 713-975-8555	Mainlane Industires 14115 Luth Road, Suite 100 Houston, TX 77039 346-229-5302	100% Lucas - Completed 2016
\$1,881,805.00 Jack Brooks Park Road Reconstruction	Galveston County 722 Moody, 5th Floor Galveston, TX 77550 Bruce Hughes	McDonough Civil Engineers 5625 Schumacher Lane Houston, TX 77057 713-975-9990	Lucas Construction 551 C League City Pkwy League City, TX 77573 281-316-9990	100% Lucas - Completed 2016
\$708,057.00 Hometown Heroes Parking Lot Expansion	City of League City 300 W. Walker St. League City, TX 77573 281-554-1400	R.G. Miller Engineering 16340 Park Ten Place, Ste. 350 Houston, TX 77084 713-461-9600	Lucas Construction 551 C League City Pkwy League City, TX 77573 281-316-9990	100% Lucas - Completed 2016
\$1,246,925.64 Galveston Seawall Repairs	Galveston County 722 Moody, 5th Floor Galveston, TX 77550 409-762-8621	LJA Engineering 2929 Briarpark Drive, Ste. 600 Houston, TX 77042 713-953-5200	Lucas Construction 551 C League City Pkwy League City, TX 77573 281-316-9990	100% Lucas - Completed 2016
\$1,304,607.00 Stella Mare RV Park	Eron Smith 131 St. Cloud Friendswood, TX 77586 281-996-1507	Ibis Engineering P.O. Box 55171 Galveston, TX 77555 409-621-6740	Fichera Builders 16511 FM 3005 Galveston, TX 77554 409-737-2500	100% Lucas - Completed 2016
\$5,871,241 Freddiesville Area Water Line Replacement & Paving Improvements	Galveston County 722 Moody, 5th Floor Galveston, TX 77550 409-762-8621	HDR Engineering, Inc. 4828 Loop Central Drive, Suite 800, Houston, Texas 77081 713-622-9264	Lucas Construction 551 C League City Pkwy League City, TX 77573 281-316-9990	70% Lucas - Completed 2017
\$892,211 Cloverleaf RV Park	Eron Smith 131 St. Cloud Friendswood, TX 77586 281-996-1507	Daniel Scott Engineering, LLC P.O. Box 1549 Alvin, TX 77511 281-519-8530	Fichera Builders 16511 FM 3005 Galveston, TX 77554 409-737-2500	100% Lucas - Completed 2017

Lucas Construction Company, Inc.
Statement of Bidder's Qualifications
Major Contracts Completed Last Two Years

PROJECT NAME & ADDRESS	OWNER	ARCHITECT/ENGINEER	GENERAL CONTRACTOR	% WORK - DATE OF COMPLETION
\$539,310.0 Manvel RV Park	Eron Smith 131 St. Cloud Friendswood, TX 77586 281-996-1507	Shelmark Engineering 8419 E.F. Lowry Expway Suite 120 Texas City, TX 77591 Randall Liska 409-935-9986	Fichera Builders 16511 FM 3005 Galveston, TX 77554 409-737-2500	100% Lucas - Completed 2017
\$573,138 FWG Partners - Airport Project	FWG Partners, LTD. P.O. Box 1847 Friendswood, Texas 77549 281-485-2491	PRD Land Development Svcs 5208 Broadway Ste 203 Pearland, Texas 77581 281-760-1541	John Lejsal Farnsworth & Lott Construction Services, Inc. P.O. Box 915 Pearland, Texas 77588 281-485-2491	100% Lucas - Completed 2017
\$398,704 Sportsplex Entrance Project	City of League City, 300 West Walker St League City, Texas 77573 554-1000	Arkk Engineers 7322 S.W. Freeway #1040 Houston, Texas 77074 713-400- 2755	Lucas Construction	100% Lucas - Completed 2017
\$2,676,581 City of Galveston 27th Street Improvements	City of Galveston, 823 Rosenberg, Galveston, Texas 77550 409-797-3575	PBK Architects 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0608	Lucas Construction	80% Lucas - Completed June 2018
\$1,294,702 City of Galveston Market Street Reconstruction 25th to 19th	City of Galveston, 823 Rosenberg, Galveston, Texas 77550 409-797-3575	AECOM 19219 Katy Freeway, Suite 100 Houston, Texas 281-646-2400	Ed Henkel Mainlane Industries 14115 Luthe Road Houston, Texas 77039 713- 896-3141	100% Lucas - Completed July 2018
\$1,355,199 City of Galveston 51st Street Improvements	City of Galveston, 823 Rosenberg, Galveston, Texas 77550 409-797-3575	Arcenaux Wilson & Cole 2901 Turtle Creek Drive Port Arthur, Texas 77642 409-724-7888	Lucas Construction	85% Lucas - Completed June 2018
\$2,423,991 San Leon Roads Reconstruction Galveston County 722 Moody Galveston, Texas 77550	County of Galveston 722 Moody Galveston Texas 77550 409-770-5399	Costello Engineering & Surveying 9990 Richmond Avenue Suite 450 North Building Houston, Texas 77042	Lucas Construction	100% Lucas - Completed June 2018
\$716,500 Alta Vista Storage Facility, Dickinson, Texas	Alta Vista Development, LLC 6402 Stewart Road Galveston, Texas 77550 409-682-4444	Shelmark Engineering 118214 East Frwy., Ste. 360 Houston, TX 77029 Mark Harvan 713-450-1300	Lucas Construction	100% Lucas - Completed August 2018

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
AIR COMPRESSOR		
A01	2004 SULL 185DPQ Air Compressor	4144998
A02	1998 SULL 1850 Air Compressor	4126862
A03	IR 185CFM Air Compressor P185WJDR	376829UIQB73
BOXBLADE		
3001	1999 Case 570XLT Loader Sandscraper	JJG0225418
3003	CAT414E	0414EJELB00450
3004	2007 CASE 570M Loader	JJG0380779
3005	2011 CASE 570 MTX Loader	N8C510714
3006	2008 Case 570MXT Loader	N8C510612
3007	2015 Case 570NXT	JJGN570NCFC726103
3008	2015 Case 570NXT EP 4W	NFC726104
BACKHOE LOADER		
3L004	2011 Case 580N	NBC541625
DOZER		
D001	2005 CAT D6NLGP Dozer	ALY01123
D002	2005 CAT D6NLGP Dozer	ALY01785
D003	2006 Cat D5G LGP Dozer	RKG02171
D004	2006 Cat D6NLGP Dozer (\$218,424.50)	ALY01835
D006	Cat D6NLGP (\$216,962.73)	DJY00240
D007	Cat D3GLGP	BYR01903
D008	2005 Cat D4G XL OR	HYD02024
D009	2004 CAT D5G LGP	RKG01043
D011	2015 Case 750M Dozer	NFDC70073
D012	Komatsu D39PX-24 Crawler Dozer	95673

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
EXCAVATOR		
E001	2004 Volvo 109467	EC330BLC10326
E002	1999 Samsung Hydraulic Excavator SE210LC-3 w/Hensley Bucket (S/N#33362)	FCY1226
E003	2007 Volvo Excavator EC360BLC (\$258,450.22)	EC360V8280280
E005	2009 Hitachi 50 Compact Excavator	FF01MCQ270251
E006	2010 Hitachi Z50U Compact Excavator 2X50U-2	FF01MCQ270587
E007	Hitachi ZX85USB-3 Excavator	HCM1P700H00081670
E008	2011 Caterpillar 305.5D (Yellow)	CAT 3055DJFLZ00962
E009	Doosan DX225LC Excavator-H	DKHCEBA0SC0001006
E010	Hitachi ZX160LC-5 Excavator	1FFDBC70EDE230091
E011	Hitachi ZX85LC-5 Excavator	HCMDEF60V00017631
E012	2015 Takeuchi TB290CL Mini Excavator	185101997
E013	2018 Doosan Excavator	DHKCEBBUVJ0001975
(FOUR) WHEELER		
W01	2013 POLA MV SPM	4XAMH50A9DA575561
GRADER		
G001	2000 Volvo Motograder G720VHP	G70AVHP31391
G002	2005 Volvo G730VHP	33674
G003	2007 Lucas Leeboy 685B	48509
G004	2018 Leeboy Model 685C Motor Grader	109236
LASER		
L001	2003 Theodolite Sokkia Set 530R	SET53ORD21873
LIGHT TOWER		
L001	Wacker Light Truck	5363621

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
_T002	2007 PRO CAT PRO07 LIGHTOWER	5094
MESSAGE BOARDS		
MB001	WANCO - WTLMB(A) Electr Message	5F1251615C1001098
MB002	WANCO - WTLMB(A)	5F1251618C1001080
MIXER		
M001	2005 Cat Mixer Reclaimer RM250C (\$308,002.56)	AWG00359
M003	2003 CAT MIXER RM250C	AWG00299
MO-04	2017 Bomag Recycler/Stabilizer	101590061104
MELTER		
ME001	Crafco Super Shot 125DC Melter - Trailer Only	Trailer Vin# 5VNBU10199T075006
ME002	Crafco Super Shot 125 DC Melter	1C9SV122081418010
OFF ROAD TRUCK		
CRT003	2007 Volvo A25D6x6	72381
CRT004	2016 Doosan DA30-5 Truck (Off Road)	DINODAOVH0741169
PUMP		
P001	6" Gorman Rupp Pump	K04156049R
P002	6" Gorman Rupp Pump 16C2-F4L	113461
P003	6" Gorman Rupp Pump	TBD
ROLLER		
R001	2005 Ingersoll SD100D TF Compactor	183691
R002	2000 Ingersoll Rand SD70D	162318
R003	2001 Ingersoll Rand SD70D	177724
R005	2005 Ingersoll Rand SD100F	186469

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
R007	2007 Volvo SD45D	194752
R008	2006 Volvo SD45F	2292
R009	Ingersoll Rand DD29 Double Drum Vibratory Roller	195124
R010	Bomag Roller BW177PDH-40	901582281025
R011	Case DV Series Compaction	NFNTA2396
R012	2015 Case SV208 Padfoot Roller	NFNTA2408
RT001	48" Wacker Riding Trowel	
SAW (CONCRETE)		
SC001	Husqvarna Yanmar DD29 FS6800D	1293941001
SC002	John Deere Pro HH60 Hydraulic Hammer	1T0HH60XTE0000739
SKID LOADER		
S002	2004 CAT 257B Skid Loader	SLK01291
S003	2011 CAT 299C Skid Steer Loader	OJSP01909
SWEEPER		
SW001	Terramite Sweeper Model TSS38	21TS0203
SW002	Lay-Mor 8HC (File Missing)	29325-007
SW003	Terramite Sweeper Model TSS8K (File Missing)	21TS0144
SW004	Laymor SM 300 Model Sweeper	36305
SW005	Laymor SM 300 Model Sweeper	36306
TRUCK		
T006	1995 Ford L8000 Watertruck	1FTYR82E2SVA16075
T009	1997 Mack Dump Truck (Ken)	1M1AA13Y3VW076230
T022	1995 Ford L8000 Watertruck	1FTYR82E2SVA72307

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
T031	2000 Internat'nal Water Tank Truck	1HTSDAALXYH306568
T044	2015 Peterbilt 388 18 Wheeler	1XPWP4EX6FD242584
TRAILER		
TR01	2004 LOAD UTILITY TRAILER (Ernesto)	4ZECF202241174995
TR02	1997 P J UTILITY TRAILER (Bobby)	4P5CF2021V1116180
TR04	2004 TANDEM 28' UTILITY TRAILER (Ken)	17YBP 22961
TR05	1994 FLATBED UTILITY TRAILER	4P5CF2022R1112482
TR06	2008 LOAD TRAIL (Chino)	4ZECF202081046986
TR08	2009 Load Trail, Ltd. (Justin)	4ZECH182X91063367
TR09	2009 Load Trail (Caulking?)	4ZECH101691066337
TR10	2010 Load Trail Tra/Rem Carhauler (Cres)	4ZECH2027A1075563
TR11	2012 Load Trail Carhauler (Ranch)	4ZECH2029C1026397
TR12	2015 Fontaine Magnitude	57JE53303F3562021
TR12A	2015 Fontaine Extra Trailer (Not in Use)	57JM05106F3562023
TR14	2016 12' Utility Trailer (Light Tower Trailer)	5RVUT1220GP040549
TR15	2016 Lamar Tool Trailer	5RVUT1625GP040587
TR16	2017 Ranco End Dump Trailer	591SD342XHR156166
TR17	2018 Lamar Utility Trailer	5RVSA1214JP057589
TR18	2018 Lamar Utility Trailer	5RVU62029JP060872
WHEEL LOADER		
WL002	2012 Liugong Loader	CLG00842VCL297129
WL003	2017 Doosan DL200-5 Wheel Loader	DWGCWLBRLH1010203
GLOBAL POSITIONING SYSTEM		
GPS01	2007 GPS 8024 Base	384-6806 384-6818
GPS02	GPS Hiper Lite Base G60	384-7322

**Lucas Construction Company
Statement of Bidder's Qualifications
Equipment List**

	DESCRIPTION	SERIAL #
TRACTOR		
TRC01	Athens #16 12" Disk Wheel	E08338
TRC02	Athens #062 Disk	G08404
TRC03	Kubota M125XOTC and	53595
TRC04	Kubota M125XOTC and	53153
TRC04	Kubota - Rhino FM 15 4WD Tractor (PutnaM)	16785
TRC05	2005 Kubota Mower w/Box Blade (Matlock)	M105SHDC52897
TRC05A	Kubota - Rhino FM 15 4WD Tractor (Matlock)	18145
TRC06	Maschio Tiller	149660417

**LUCAS CONSTRUCTION COMPANY, INC.
STATEMENT OF BIDDER'S QUALIFICATION
OWNER/OFFICER RESUME**

WILLIS M. LUCAS

3006 SEA PINES PLACE
LEAGUE CITY, TEXAS

GRADUATE OF:

BALL HIGH SCHOOL, GALVESTON, TEXAS 1968
SAM HOUSTON STATE UNIVERSITY, 1972
BBA ACCOUNTING
CUM LAUDE
LICENSED REAL ESTATE BROKER

EMPLOYMENT:

1973 CERTIFIED PUBLIC ACCOUNTING FIRM OF
TOUCH, ROSS, HOUSTON, TEXAS

1974-1975 TEXAS REALTY CO., COMMERCIAL REAL ESTATE,
HOUSTON, TEXAS

1976-1986 OWNED AND INCORPORATED DWELLING
DEVELOPMENT INC. TO ACQUIRE LAND
AND DEVELOP SINGLE AND MULTI FAMILY
REAL ESTATE DEVELOPMENTS IN
GALVESTON COUNTY. ACQUIRED LAND, PROJECT
FINANCING AND SOLD OVER \$30,000,000 IN
RESIDENTIAL PROJECTS FOR DWELLING DEVELOPMENT

1988 TO PRESENT
INCORPORATED LUCAS CONSTRUCTION COMPANY,
INC., BEGAN CONTRACTING OF PROJECTS FOR OTHERS
AS GENERAL CONTRACTOR, SPECIALIZING IN RETAIL
AND OFFICE PROJECTS. OVER THE YEARS HAVE GAINED
KNOWLEDGE IN ALL PHASES OF COMMERCIAL
CONSTRUCTION WITH EMPHASIS IN WAREHOUSES,
PARKS, PAVING AND SITE WORK.

**LUCAS CONSTRUCTION COMPANY, INC.
STATEMENT OF BIDDER'S QUALIFICATION
SUPERINTENDENT RESUME**

JIMMY D. MCGINNIS
1200 Fawn Court, League City TX 77573
jimmy.mcginis.89@gmail.com
832.671.2374

I am a reliable full-time employee seeking an opportunity to gain experience and apply myself in site development, commercial, industrial, and/or residential construction, through a position that will allow me to utilize and develop skills in project management, planning and scheduling, estimating, and in the field.

KEY SKILLS

Field supervision experience in civil construction/site development
Minor machine operating skills
Solid mathematics aptitude and background
Mechanical aptitude – I enjoy learning how things work
Restaurant management experience

EDUCATION

University of Houston Houston, TX
Undergraduate degree in Construction Management Technology
Class of 2012
3.30 GPA

Clear Creek High School League City, TX
Class of 2008
4.29 GPA
Top 10% of my class
Three years of Spanish

WORK EXPERIENCE

Lucas Construction League City, TX
02/2012-present *Superintendent*
A civil construction/site development company generating approximately 15 million dollars annually performing site development work such as excavation, grading, surveying, soil stabilization, demolition, utility work, asphalt paving, and concrete paving. My role in this company is to perform all scheduling, ordering, and coordination needed for job sites including equipment mobilization, scheduling in-house work crews, organizing concrete pours with crews, mechanics, lab personnel, inspectors, and the concrete supply company.

Other jobs I performed were organizing utility sub contractors, ordering materials, coordinating labor, submitting RFIs, communicating with the engineer and owner representative, coordinating with public works, implementing the SWPPP and traffic control plans, field supervision, and implementing our company safety policies.

- Supervised and coordinated an 8,900 square yard county road in Dickinson, Texas with existing asphalt to be removed and re-paved with 8" continuously reinforced concrete pavement. This job included minor drainage work and accumulated approximately \$800,000 in revenue. This was my first project with Lucas Construction.

- Supervised and coordinated an 85,078 square yard concrete road in Galveston, Texas with 8" paving, approximately 3 miles long and 46' wide with soil stabilization and paving, new storm sewer, and new main and service water lines. This project was broken up into two phases, together accumulating approximately \$8.8 million.

- Supervised and coordinated a 380,000 square foot parking lot project working as a sub-contractor under Bartlett Cocke for Methodist Hospital which included demolition, site grading and haul off, underground utilities, lime stabilization and grading, and concrete paving.

- Supervised and coordinated a number of other jobs including both private and public projects.

Refractory Construction Services Co., LLC

Kemah, TX

10/2011 – 02/2012 *Intern*

An industrial subcontractor in which I assisted field crews on jobsites for various chemical and power plants within the Houston area. I have learned the basic trade skills of refractory including chipping, hand-packing, mixing, brick laying, and many safety issues specific to chemical and power plants.

Berrylicious Frozen Yogurt

League City, TX

10/2010 – 02/2012 *Manager*

I assisted the owner in day to day management operations such as scheduling, ordering product, and managing shifts. We opened a store in Friendswood over the summer of 2011 in which I was a part of the build out, managing the sub contractors, scheduling, and manual labor (mostly framing).

Little Caesar's Pizza

League City, TX

11/2007 – 10/2010 *Assistant Manager*

04/2006 – 11/2007 *Crew Member*

Managed a pizza outlet with approximately \$1,000,000 in annual sales and 20 to 30 employees. Responsible for cost management, hiring, firing, scheduling, weekly/monthly inventory, etc.

Cost management responsibilities such as labor percentage, food cost/waste, and paper waste (boxes, bags, liners, etc.).

Responsible for cash management including correct documentation of all money transactions, bank deposits, and change orders.

MEMBERSHIP

30 hour OSHA training completed

Associated Builders and Contractors Student Chapter (ABC) at the University of Houston

Construction Management Honor Society - Spring 2011

Certified Associate Constructor (AIC National Exam) 2011

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LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
Doug Rogers Bay Electric Services	2510 Church Street Galveston, Texas 77551	45%	Electrical

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">NOT APPLICABLE</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">NOT APPLICABLE</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>						
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>						
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p>Lucas Construction has no employment or no business relationship with respect to any local government officer or director.</p>						
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>						
<p>7</p> <p style="display: flex; justify-content: space-between;"> Not Applicable Willie Lucas December 11, 2018 </p> <p style="font-size: 0.8em;"> Signature of vendor doing business with the governmental entity Date </p>						

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lucas Construction Company, Inc.
League City, TX United States

Certificate Number:
2018-432578

Date Filed:
12/11/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Alvin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid #B-1907
Construction of Briscoe Park Disc Golf Course

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lucas, Willis	LEAGUE CITY, TX United States	X	

5 Check only if there is NO Interested Party.

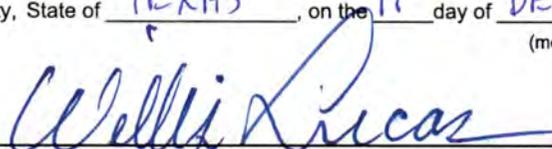
6 UNSWORN DECLARATION

My name is WILLIS LUCAS, and my date of birth is 1-26-1950.

My address is 551 LEAGUE CITY PKWY SUITE C, LEAGUE CITY, TX, 77573, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GALVESTON County, State of TEXAS, on the 11TH day of DEC., 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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City of Alvin, Texas

Briscoe Park Disc Golf Course

hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Lucas Construction Company, Inc Surety: SureTec Insurance Company

By: Willis Lucas By: Kelly J. Brooks
Kelly J. Brooks

IMPORTANT: Surety companies executing BONDS must appear on The Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

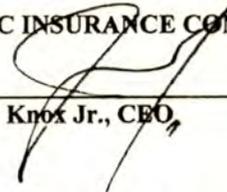
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27th day of September, A.D. 2018.

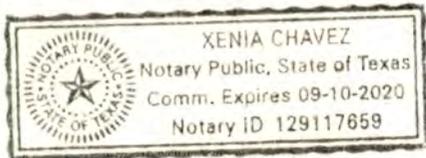
SURETEC INSURANCE COMPANY

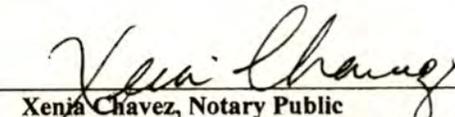
By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



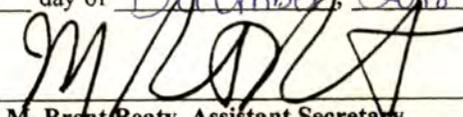
On this 27th day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of December, 2018, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

ADVERTISEMENT AND INVITATION FOR BIDS

Sealed bids, in triplicate, on the original forms, signed by an officer of the Company will be received by the City of Alvin, Texas for furnishing all plans, labor, material, and equipment, and for performing all work required for construction of:

**Briscoe Park Disc Golf Course
Bid No. B-19-07**

Sealed, competitive bids will be received no later than **2:00 P.M., Tuesday, December 11, 2018**, in the City Secretary's Office located at Alvin City Hall, 216 West Sealy, Alvin, Texas 77511.

The bids will then be publicly opened and read aloud at **2:15 P.M., December 11, 2018** in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, Texas 77511.

Plans, specifications and bidding documents for the project are available at the following locations:

Aaron Hutson
ahutson@psf.cityofalvin.com
(281) 388-4338

Specifications and bidding documents for this project may be obtained at the City of Alvin PSF building, 1100 West Highway #6, Alvin, Texas. For each set of specification issued, a non-refundable charge of \$35.00 will be required. Checks shall be made payable to the City of Alvin. A non-mandatory **Pre-Bid Conference** will be held at the PSF building **at 2:00 P.M., Tuesday, November 27, 2018**.

The City of Alvin will be bound by the terms of this invitation only to the extent funds, from whatever source, are available.

All bids must be accompanied by proposal guaranty in the form of a Certified or Cashier's Check, or Bidders Bond drawn to the order of the City of Alvin, and in the minimum amount of five percent (5%) of the total amount of the bid. No proposal may be withdrawn for a period of ninety (90) days after receipt of bids except with the approval of the City of Alvin. The City of Alvin reserves the right to reject any or all bids or to accept any bid from any responsible person which will be most advantageous to it and results in the best and most economical completion of the proposed improvements, facilities, works, equipment and appliances. The successful bidder will be required to provide a Performance Bond and Payment Bond in full amount of the contract.



Dixie Roberts, City Secretary

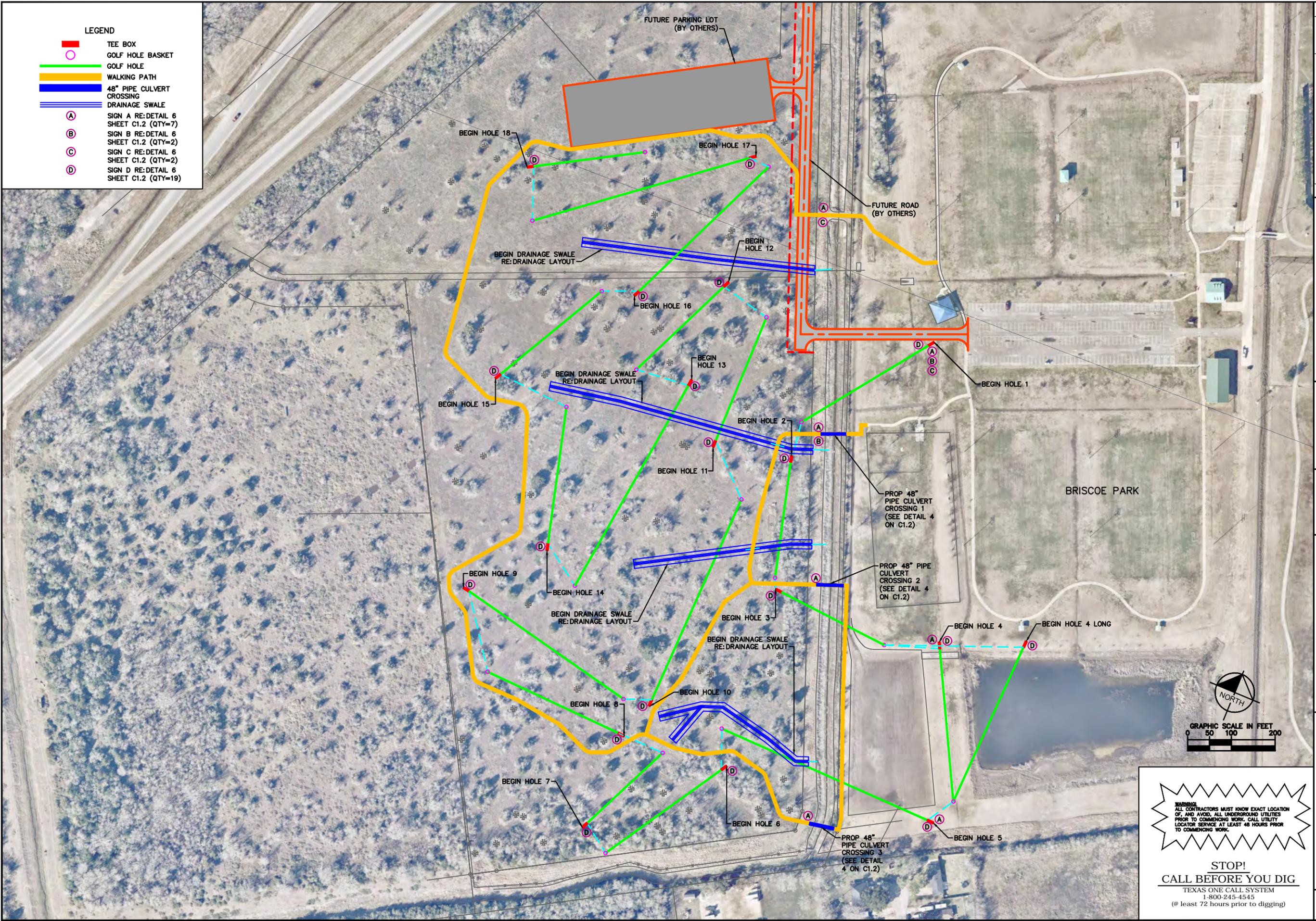
Publication Dates: **November 11, 2018**

Publication Dates: **November 18, 2018**

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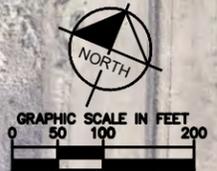
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LEGEND

	TEE BOX
	GOLF HOLE BASKET
	GOLF HOLE
	WALKING PATH
	48" PIPE CULVERT CROSSING
	DRAINAGE SWALE
	SIGN A RE:DETAIL 6 SHEET C1.2 (QTY=7)
	SIGN B RE:DETAIL 6 SHEET C1.2 (QTY=2)
	SIGN C RE:DETAIL 6 SHEET C1.2 (QTY=2)
	SIGN D RE:DETAIL 6 SHEET C1.2 (QTY=19)

STOP!
CALL BEFORE YOU DIG
 TEXAS ONE CALL SYSTEM
 1-800-245-4545
 (@ least 72 hours prior to digging)



 STATE OF TEXAS REGISTRATION NO. F-628 11700 KATY FREEWAY, SUITE 800, HOUSTON, TX 77079 PHONE: 281-997-9300 WWW.KIMLEY-HORN.COM © 2018 KIMLEY-HORN AND ASSOCIATES, INC.	No. _____ DATE _____
	REVISIONS _____ _____ _____
KHA PROJECT: 067801401 DATE: NOVEMBER 2018 SCALE: AS SHOWN DESIGNED BY: GRM DRAWN BY: KNS CHECKED BY: MAS	BRISCOE PARK DISC GOLF COURSE PREPARED FOR THE CITY OF ALVIN, BRAZORIA COUNTY, TX
SITE PLAN	SHEET NUMBER C1.0

BRISCOE PARK DISC GOLF COURSE - CITY OF ALVIN