

# City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2  
Brad Richards, At Large Pos. 1  
Martin Vela, District A  
Adam Arendell, District B



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

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## ALVIN CITY COUNCIL AGENDA THURSDAY, AUGUST 20, 2020 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 [droberts@cityofalvin.com](mailto:droberts@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the south entrance to City Hall.*

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NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, AUGUST 20, 2020**, 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. Acknowledge donation by the Alvin Sunrise Rotary Club of a 2020 Spartan 14' enclosed trailer and graphics to the Alvin Police Department for use in the K9 program.
- B. Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the City's 2019-20 budget document.

#### 4. PUBLIC COMMENT

#### 5. PUBLIC HEARING

- A. Public hearing to receive comment on the proposed Fiscal Year 2020-21 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$564,017 which is a 4.93% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is \$400,635.
- B. Public hearing to receive comment on the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2020-2021 (2020 tax year).

#### 6. 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 August 6, 2020 City Council Workshop meeting minutes.
- B. Consider approval of the August 6, 2020 City Council Regular meeting minutes.
- C. Consider approval of the August 11, 2020 City Council Workshop meeting minutes.

- D. Consider Resolution 20-R-23, authorizing the payment of the three (\$0.03) cents per capita to the Gulf Coast Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.
- E. Consider the purchase of a new Dump Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$101,653.
- F. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the November 3, 2020 Special Election; and authorize the Mayor to sign, subject to legal review.
- G. Consider the resale of trust property located at 1421 W. Lobitt St, Easton (Alvin) Blk 25, Lot 5, .1435 Acres; Brazoria County Tax Account Number 3690-0188-000, for the sum of \$3,700.

**7. OTHER BUSINESS**

- A. Consider Ordinance 20-W extending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2020 billing cycles; and setting forth other provisions related thereto.
- B. Consider an Engineering Services Agreement with Alpha Testing, Inc. in an amount not to exceed \$63,974 for Construction Materials Testing services for the EMS/Fire Station Project; and authorize the City Manager to sign the agreement upon legal review.

**8. REPORTS FROM CITY MANAGER**

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

**9. 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.

**10. 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](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code, on MONDAY, AUGUST 17, 2020 at 4:00 P.M.



Dixie Roberts, City Secretary

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

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

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
June 16, 2020**

**BE IT REMEMBERED**, that on the above date, the Planning Commission met in the Council Chambers at City Hall, 216 W. Sealy, Alvin, Texas, at 6:00 P.M. with the following members present, Ashley Davis, Chair; Richard Garivey, Vice Chair; Abrin Brooks, Secretary; Santos Garza; Chris Hartman; Randall Reed and Keko Moore. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Jake Starkey and Carrie Parker were absent.

**Call To Order.**

Call to order at 6:00 p.m.

**Petition and Requests from the Public.**

There were no petitions or requests from the public.

**Approve the Minutes of the Planning Commission meeting of May 19, 2020.**

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of May 19, 2020. Seconded by Richard Garivey, the motion carried on a vote of 7 ayes and 0 nays.

**Consider a final plat of Caldwell Ranch Sec 1, being a subdivision of 20.573 acres of land situate in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of Lot 5 of the T.W. & J.W.B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County Deed records.** City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 ayes, 0 nays.

**Consider a final plat of Georges Corner, being a subdivision of 0.1928 acres (8,400 sq ft) in the A. Morgan Survey, Section 16, A-452, also being a partial replat of Lots 9 and 10, in Block 6 of Alvin No. 1, as recorded in Volume 1, Page 1 of the deed records of Brazoria County, Texas, and being recorded in Volume 32, Page 4 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Moore, the motion carried on a vote of 7 ayes, 0 nays.

**Consider a final plat of Shadow Pond, being 175.48 acres located in the B.B.B. & C.R.R. Co. Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Co. Survey Section 11, A-224 Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Reed, the motion carried on a vote of 7 ayes, 0 nays.

**Items of Community Interest.**

Chris Hartman asked the status of the sidewalk at the corner of South Street and Johnson Street. Michelle Segovia stated the City is waiting for the utility poles to be removed so the contractor can complete the sidewalk. Richard Garivey mentioned the grass is high near the Dollar General on Mustang Road and in Somerset on some of the corner lots. Michelle Segovia stated she will notify the department head. Santos Garza asked about the land being cleared on Highway 35 and Victory Lane. Michelle Segovia stated underbrush is being cleared from the property for the development of a residential subdivision. Randy Reed asked what is going in on Fairway near Taco Bell. Michelle Segovia stated it will be DJ Nail Resort.

**Staff report and update.**

There were no staff report or update.

**Items for the next meeting.**

Michelle Segovia stated the Planning Commission may see more plats for Fort Bend County at the next meeting.

**Adjournment.**

Commission Member Garivey motioned to adjourn the meeting, seconded by Member Reed. The motion carried on a vote of 7 ayes. The meeting ended at 6:16 p.m.

Passed and Approved the 21<sup>st</sup> day of July 2020.

/s/ Ashley Davis, Chair

/s/ Abrin Brooks, Secretary



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** Police

**Contact:** Chief Robert E. Lee

**Agenda Item:** Acknowledge donation by the Alvin Sunrise Rotary Club of a 2020 Spartan 14' enclosed trailer and graphics to the Alvin Police Department for use in the K9 program.

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

**Summary:** The Alvin Sunrise Rotary Club donated a 2020 Spartan 14' enclosed trailer and graphics to the Alvin Police Department for use in the Alvin Police Department K9 program. Staff would like Council to publicly acknowledge the donation to highlight the community support of the Alvin Police Department. The trailer will be used for transporting the Police K9's training equipment, training aides, and additional items related to the K9 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:** 7/28/2020 SLH

**Supporting documents attached:**

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**Recommendation:** Move to acknowledge the donation by the Alvin Sunrise Rotary of a 2020 Spartan 14' trailer and graphics to the Alvin Police Department.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** Finance

**Contact:** Michael Higgins, Chief Financial Officer

**Agenda Item:** Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the City's 2019-20 budget document.

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

**Summary:** The Government Finance Officers Association of the United States and Canada presented a Distinguished Budget Presentation Award to the City of Alvin for its annual budget for the fiscal year beginning October 1, 2019. In order to receive this award, a government unit must publish a budget document that meets program criteria, as a policy document, an operations guide, a financial plan and a communications device.

This is the City's 32nd year to receive this prestigious award.

**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:** 8/17/2020 SLH \_\_\_\_\_

**Supporting documents attached:**

- GFOA Letter/Press Release

**Recommendation:**

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

July 8, 2020

Michael Higgins  
Chief Financial Officer  
City of Alvin  
216 West Sealy Street  
Alvin, TX 77511

Dear Mr. Higgins:

We are pleased to inform you, based on the examination of your budget document by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. A Distinguished Budget Program application is posted on GFOA's website. This application must be completed and accompany your next submission. (See numbers 12 and 13 on page 2 of the application for fee information and submission instructions.)

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

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

**Finance Department**

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive an award plaque that will be mailed separately and should arrive within eight to ten weeks. Also enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Michael Higgins

July 8, 2020

Page 2

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Alvin, Texas**, for its Annual Budget for the fiscal year beginning **October 1, 2019**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at [www.gfoa.org](http://www.gfoa.org). If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive style with a period at the end.

Michele Mark Levine  
Technical Services Center

Enclosure

**FOR IMMEDIATE RELEASE**

July 8, 2020

**For more information, contact:**

**Technical Services Center**

**Phone: (312) 977-9700**

**Fax: (312) 977-4806**

**E-mail: [budgetawards@gfoa.org](mailto:budgetawards@gfoa.org)**

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

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

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

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

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

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.*



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Alvin  
Texas**

For the Fiscal Year Beginning

**October 1, 2019**

*Christopher P. Morill*

Executive Director



# AGENDA COMMENTARY

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**Meeting Date:** 8/20/2020

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Public hearing to receive comment on the proposed Fiscal Year 2020-21 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$564,017 which is a 4.93% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is \$400,635.

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

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**Summary:** City Council is required by State law and the City's Charter to hold a public hearing on the proposed budget to provide citizens the opportunity to comment.

## City Charter Article VII – Municipal Finance:

### Sec. 4. - Notice of public hearing on budget.

At the meeting of the city council at which the budget is submitted, the council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the city, a notice of the hearing setting forth the time and place thereof, in accordance with state law.

### Sec. 5. - Public hearing on budget.

At the time and place set forth in the notice required by Section 4, or at any time and place to which such public hearing shall from time to time be adjourned, the council shall hold a public hearing on the budget submitted, and all interested persons shall be given a five-minute opportunity to be heard either for or against any item or the amount of any item therein contained.

### Sec. 6. - Proceedings on budget after public hearing.

After the conclusion of such public hearing, the council may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.

### Sec. 7. - Vote required for adoption.

The budget shall be adopted by the favorable vote of a majority of the members of the council.

### Sec. 8. - Date of final adoption.

The budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year, and should the council fail to so adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.

A notice of the public hearing advertised in the Alvin Sun and the City's website as required.

The ordinance to adopt the FY20-21 budget will be presented at the regularly scheduled City Council meeting on September 3, 2020.

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**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:** 8/17/2020 SLH

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**Supporting documents attached:**

- Notice of Public Hearing

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**Recommendation:** No Action.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City of Alvin**, Texas will hold a **public hearing** during the regular **City Council Meeting on August 20, 2020, at 7:00 p.m.** to receive comments regarding the Fiscal Year 2020-2021 Proposed Annual Budget. Said hearing will be held in the City Council Chambers at City Hall, 216 West Sealy Street, Alvin, Texas, or possible virtual meeting because of COVID-19. An agenda will be posted with specific instructions on August 17, 2020 at [www.alvin-tx.gov](http://www.alvin-tx.gov).

THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$564,017 WHICH IS A 4.93% INCREASE FROM LAST YEAR'S BUDGET. THE ESTIMATED PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$400,635.

\_\_\_\_\_  
(s)

Dixie Roberts  
City Secretary  
City of Alvin

Legal ad: publish Aug 2, 2020



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Public hearing to receive comment on the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2020-2021 (2020 tax year).

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

**Summary:** The City's proposed tax rate (\$0.7680) per \$100 of assessed value exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council hold one (1) public hearing on the proposed tax rate.

City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 3, 2020 at 7:00 p.m.

**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:** 8/17/2020 SLH \_\_\_\_\_

**Supporting documents attached:**

**Recommendation:** **Mayor Horn to Announce that** City Council will consider adopting the proposed tax rate of \$0.7680 per \$100 of valuation for the Fiscal Year 2020-2021 (2020 tax year) at the regular meeting of the City Council on September 3, 2020 at 7:00 p.m.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE	0.768000 per \$100
NO-NEW REVENUE TAX RATE	0.718765 per \$100
VOTER-APPROVAL TAX RATE	0.804325 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the CITY OF ALVIN from the same properties in both the 2019 tax year and the 2020 tax year.

A public hearing on the proposed tax rate will be held on August 20, 2020 at 7:00pm at City Hall located at 216 W Sealy in Alvin, Texas 77511.

## YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

The members of the governing body voted on the proposed tax increase as follows:

**FOR:** Joel Castro, Glenn Starkey, Gabe Adame, Brad Richards, Martin Vela, Keith Thompson

**AGAINST:**

**PRESENT and not voting:** Mayor Paul Horn

**ABSENT:** Adam Arendell

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF ALVIN last year to the taxes proposed to be imposed on the average residence homestead by CITY OF ALVIN this year:

	2019	2020		
Total Tax Rate (per \$100 of value)	0.778000	0.768000	<i>decrease of</i>	-\$0.010000 OR
Average homestead taxable value	157,286	171,596	<i>increase of</i>	9.09%
Tax on average homestead	1223.69	1317.86	<i>increase of</i>	\$94 OR 7.69%
Total tax levy on all properties	11,433,532	11,997,549	<i>increase of</i>	\$564,018 OR 4.93%

For assistance with tax calculations, please contact the tax assessor for CITY OF ALVIN at 979-864-1320 or [roving@brazoria-county.com](mailto:roving@brazoria-county.com) or visit <https://www.brazoriacountytx.gov/departments/tax-office> for more information.


**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
THURSDAY, AUGUST 6, 2020  
6:00 P.M.**

VIA VIDEO/TELECONFERENCE

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 P.M. via video/teleconference with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Brad Richards, Glenn Starkey, Keith Thompson and Martin Vela.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; and Robert E. Lee, Police Chief.

This meeting was held via video/teleconference in accordance with order of the Office of the Governor issued March 16, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

**WORKSHOP ITEMS:**

Discuss FY 2020-2021 Proposed Budget.

Mr. Roland reviewed FY 20-21 budget highlights:

- Certified Taxable Assessed Value (net TIRZ increment) are up 11%
- Lower property tax rate by 1 cent
- Denbury Industrial District
  - 14% Reduction in value
  - 15% Reduction in revenue
- No sales tax increase
- Additional Personnel
  - 1 Assistant City Engineer
  - 1 Permit Coordinator
  - 5 Patrol Officers
  - 1 Meter Technician
  - 1 Kennel Tech
  - Reclass of Directors into same pay range
  - Reclass Part-time Open/Closer (Senior Center) to Part-Time Laborer (operations)
  - Position Title Changes
- Title Changes
- Incorporates negotiated financial terms of the CBA
- Employees not covered under the CBA: Continuation of 2% tenure base pay plan for employees plus 2% increase effective first full pay period in FY21.
- Salary Survey
- 4th year of the 5-year water & wastewater rate schedule
- Increase in Senior Discount from 20% to 30% on water rates

- \$1 reduction in residential solid waste rates
- Contract Mowing

**General Capital Projects Fund:**

- Business Incentive Program - \$50,000
- Wayfinding Signage - \$198,000
- Bob Owen Pool Renovation - \$114,216
- FS #1 Renovation to Parks & Recreation Facilities - \$702,505
- Hwy 288 / FM 1462 Growth Development Plan - \$60,000
- Printing Services for City Publication - \$24,000

**Street, Sidewalk, & Drainage Capital Projects:**

- Replace Street Sweeper - \$296,640
- CR 172 Bridge Replacement - \$49,973
- Annual Sidewalk Program - \$210,000
- Asphalt Pavement Program - \$1,000,000
- Concrete Pavement & Drainage Program - \$1,800,000
- FM 1462 Signage - \$150,000

**Utility Projects Fund:**

- Update the Water Rate Study - \$30,000
- Fire Hydrant Connection Retrofit - \$100,000
- Update to the WWTP Utility Master Plan - \$350,000
- Inflow & Infiltration Program - \$800,200
- PSF #2 Drainage/Roof Replacement - \$115,000
- Generators (Govt. Land Office grant)- \$850,000

**FY 21 Bond Projects:**

Tax Supported - \$3.7M

- Moller Road Storm Sewer & Pavement Improvement

Water & Sewer Revenue Bonds - \$16.6M

- Lift Station 30 Expansion (Construction)
- Waterplant #4 GST
- Lift Station #23 Expansion

**Funding Requests:**

Alvin Museum Society

- Staff Support & Capital Improvements- \$50,000
- HOT fund grant (exhibits) - \$5,000

Keep Alvin Beautiful

- \$3,000 (in accordance with contractual agreement with the City)

Mr. Roland reviewed the timeline for the adoption of the budget and tax rate. The next budget workshop will be held on Tuesday, August 11, 2020 at 7:00 p.m.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 6:39 p.m.

PASSED and APPROVED the 20th day of August 2020.

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY, AUGUST 6, 2020**  
**7:00 P.M.**

VIA VIDEO/TELECONFERENCE

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. via video/teleconference with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Brad Richards, Glenn Starkey, Keith Thompson and Martin Vela.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Rex Klesel, Fire Chief; Dan Kelinske, Parks and Recreation Director; Ron Schmitz, EMS Director/EM Coordinator; and Robert E. Lee, Police Chief.

This meeting was held via video/teleconference in accordance with order of the Office of the Governor issued March 16, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**PRESENTATION**

Proclamation – Johanna McWilliams, Alvin Manvel Chamber of Commerce

Mayor Horn thanked Johanna McWilliams for her tenure at the Alvin Manvel Chamber of Commerce.

**PUBLIC COMMENT**

There were no comments from the public.

**CONSENT AGENDA**

Consider approval of the July 16, 2020 City Council Regular meeting minutes.

Consider Resolution 20-R-22, establishing voting locations and times for a Special Election to be held on November 3, 2020, as authorized by Resolution 20-R-13 and Resolution 20-R-04, for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote “for” or “against” the “Adoption of the fire fighters’ and police officers’ civil service law, applicable to only the police department;” and providing for other related matters thereto.

Consider a final plat of Caldwell Ranch Section 2 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 18.445 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Consider a final plat of Highway Six Gas Station (located at 4901 W. Highway 6), being a subdivision of 1.7485 acres, being a replat of the J.M. O’Donnell Survey, Abstract No. 473, Brazoria County, Texas.

Consider a final plat of Mustang Crossing Section 8 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a Planned Unit Development subdivision containing 10.43

acres of land, being a partial replat of lots 25, 26, 27, and 28 of section 18, Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

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

### **OTHER BUSINESS**

Consider Ordinance 20-S, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation Bond, Series 2020, for the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and the equipment of city parks and recreations facilities; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

*On June 4, 2020, City Council authorized the publishing of a notice of the City's intent to issue \$5,500,000 in Certificates of Obligations for the purpose of funding the construction of the following drainage improvements and park improvements:*

<i>Project Name</i>	<i>Estimated Project Costs</i>
<i>Moller Road Phase 1</i>	<i>\$3,700,000</i>
<i>Park Improvements (Lighting &amp; Concession Stand)</i>	<i>\$1,749,000</i>
<b><i>Total:</i></b>	<b><i>\$5,500,000</i></b>

*City staff participated in ratings call with Standard & Poor's on June 29, 2020. Standard & Poor's affirmed the City's Revenue Bond rating of AA on the Series 2020 Certificates of Obligations on July 20, 2020.*

*The Series 2020 Certificate of Obligation Bonds are scheduled to be competitively bid at 10:00 a.m. on August 6, 2020. Thereafter, staff will know the exact dollar amount of bonds that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and request City Council to approve Ordinance 20-S, authorizing the bond sale. Should City Council authorize the issuance of the Series 2020 Certificate of Obligation Bonds, the bonds are expected to close, with funds deposited into the City's accounts on August 27, 2020.*

Council member Starkey moved to approve Ordinance 20-S, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2020; for the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and the equipment of city parks and recreations facilities; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. Seconded by Council member; motion carried on a vote of Thompson; motion carried on a vote of 6 Ayes.

Discuss and take a record vote to propose a tax rate of \$0.7680 per \$100 of assessed valuation, which is a tax increase of 6.85% above the No New Revenue Rate, to be adopted at a future meeting.

*The tax rate adoption process consists of the comparison of four (4) rates: the No New Revenue Rate, the Voter Approval Rate, the De Minimis Rate and the City's Proposed Tax Rate.*

*The No New Revenue Rate (\$0.718765 per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2019 tax year (FY20) and the 2020 tax year (FY21).*

*The Voter Approval Rate (\$0.804325 per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the rate.*

*The De Minimis Rate (.978801 per \$100 of assessed valuation) is a hypothetical benchmark tax rate that allows cities (under 30,000 in population) to adopt a tax rate that generates \$500,000 more in property tax revenue than the previous*

year. The de minimis rate is designed to give cities some relief from the 3.5 percent Voter -Approval Tax Rate -- allowing a small city to exceed the Voter Approval Rate of 3.5% and not require an election.

The Proposed Tax Rate (\$0.768000 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services, and paying the annual principal and interest on bonds and other debt secured by property tax revenues. The additional revenue (above the No New Revenue rate) that will be generated is proposed to be used for the following projects and operational costs up for your consideration in FY21:

*Additional personnel:*

- Five Patrol Officers
- One Assistant City Engineer
- One Kennel Technician
- One Permit Coordinator
- One Meter Technician
- Pool Renovations
- Utility Equipment
- Competitive compensation for city personnel

According to the Local Government Code, when a city initially proposes a tax rate that exceeds the lower of the Voter Approval Rate or the No New Revenue Rate, the city council must vote to place a proposal to adopt the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule one public hearing on the City's proposed tax rate.

For FY21, staff is proposing to lower the City's current tax rate by 1 (one) cent – from \$0.7780 per \$100 of taxable assessed valuation to \$0.7680 per \$100 of taxable assessed valuation. Because the City's Proposed Tax Rate exceeds the lower of the No New Revenue Rate or the Voter Approval Rate, one (1) public hearing is required to be held before adopting the proposed tax rate. This public hearing is scheduled for August 20, 2020.

The City Council will consider adopting the City's "final" tax rate at the regular meeting of the City Council on September 3, 2020, at 7:00 p.m.

Council member Adame moved to propose a tax rate of \$0.7680 per \$100 of assessed valuation, which is a tax increase of 6.85% above the No New Revenue tax rate, to be adopted at a future meeting. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider setting one (1) public hearing concerning the proposed tax rate on Thursday, August 20, 2020, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas, or possible virtual meeting due to the COVID-19 pandemic.

*The City's proposed tax rate exceeds the No New Revenue tax rate, but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council to set (1) public hearing on the proposed tax rate. The City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 3, 2020, at 7:00 p.m.*

Council member Vela moved to set one (1) public hearing concerning the proposed tax rate on Thursday August 20, 2020 at 7:00 p.m., in the Council Chambers, City Hall, 216 West Sealy, Alvin, Texas, or via virtual meeting due to the COVID-19 pandemic. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider Ordinance 20-T, granting a permit to Baymark Pipeline, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto. Baymark Pipeline, LLC. is proposing the construction of a 12" Ethylene Pipeline in an existing pipeline right-of-way (south of the Kendall Lakes Subdivision). This line will extend 91 miles from LaPorte, Texas (Bayport) to Markham, Texas, with approximately 1.55 miles of it being within the City Limits of Alvin. Construction is scheduled to begin upon

*permit approval and is expected to reach completion in the fourth quarter of 2021. The proposed overall alignment of the line is shown on Exhibit (ii) of the attached application.*

*Baymark Pipeline, LLC., through its right-of-way agent Percheron, LLC., has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. Staff recommended approval of Ordinance 20-T.*

Council member Vela moved to approve Ordinance 20-T, granting a permit to Baymark Pipeline, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto. Seconded by Council member Castro; motion carried on a vote of 6 Ayes

Consider Ordinance 20-U, granting a permit to South Texas NGL Pipelines, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto. *South Texas NGL Pipelines, LLC. is proposing the construction of an 8" Polymer Grade Propylene Pipeline in an existing pipeline right-of-way (south of the Kendall Lakes Subdivision). This line will extend 134 miles from League City to Port Lavaca, Texas with approximately 1.55 miles of it being within the City Limits of Alvin. Construction is scheduled to begin upon permit approval and is expected to reach completion in the fourth quarter of 2021. The proposed overall alignment of the line is shown on Exhibit (ii) of the attached application.*

*South Texas NGL Pipelines, LLC., through its right-of-way agent Percheron, LLC., has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. Staff recommended approval of Ordinance 20-U.*

Council member Vela moved to approve moved to approve Ordinance 20-U, granting a permit to South Texas NGL Pipelines, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Consider Resolution 20-R-21, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge at the C-1 Drainage Ditch, and authorize the Mayor to sign the Agreement upon legal review.

*Resolution 20-R-21 approves an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge over the C-1 Drainage Ditch. Attachment B of the AFA includes a map of the bridge location. This proposed bridge replacement is made possible through the Highway Bridge Replacement and Rehabilitation Program (HBRRP) administered by the Texas Transportation Commission. The program allows for the funding of off-system bridge replacements that are funded 80% by Federal funds, 10% by State funds through TXDOT and 10% by the local government. The City's 10% share of the project is \$49,973 as shown in Attachment D of the agreement.*

*Since 2005, eight (8) bridges within the City have been replaced utilizing this program through Advance Funding Agreements with TXDOT. Staff recommended approval of Resolution 20-R-21.*

Council member Castro moved to approve Resolution 20-R-21, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge at the C-1 Drainage Ditch, and authorize the Mayor to sign the Agreement upon legal review. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Ordinance 20-V, granting consent to the addition of approximately 202.673 acres of land to Brazoria County Municipal Utility District No. 3; making findings of fact; providing a severability clause; and providing an effective date.

*On March 7, 2020, the City consented to the creation of Brazoria County Municipal Utility District No. 3 (the "District") by Resolution No. 19-R-11. The District was created by an order of the Texas Commission on Environmental Quality on September 1, 2019, and operates pursuant to Chapters 49 and 54 of the Texas Water Code.*

*On July 27, 2020, the City of Alvin, Texas, received a Petition for Consent to Include Additional Land from the District and D.R. Horton-Texas, Ltd., a Texas limited partnership, 258 Colony Investments, Ltd., a Texas limited partnership, and Hannover Estates, Ltd., a Texas limited partnership (collectively referred to herein as the "Property Owner"), to include approximately 202.673 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district. Staff recommended approval of Ordinance 20-V.*

Council member Thompson moved to approve Ordinance 20-V, granting consent to the addition of approximately 202.673 acres of land to the Brazoria County Municipal Utility District No. 3; making findings of fact; providing a severability clause; and providing an effective date. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Discuss, consider, and take any needed action regarding the Karpeles Museum project at the historic Methodist Church building located at 800 West Sidnor.

*February 5, 2015, City Council approved the appropriation of \$20,000 to the Karpeles Museum from the Hotel Motel Tax Fund for the purpose of promoting tourism in the City of Alvin according to Chapter 351 of the Texas Tax Code. The motion also stated that the funds would be appropriated and released to Karpeles Museum only after the Karpeles Museum has met the City's code requirements resulting in a certificate of occupancy.*

*Since 2015, the Karpeles Museum Project has encountered numerous delays. However, per Tom Stansel, some of the major items that are needed to obtain the certificate of occupancy include installing the commercial fire alarm and overlaying the parking lot.*

*To support the completion of the Karpeles Museum, it has been requested that City Council consider the following:*

- 1.) Increasing the appropriation from \$20,000 to \$30,000 to cover unexpected costs.*
- 2.) Authorizing the disbursement of the \$30,000 when the certificate of occupancy has been issued.*

*At the July 16, 2020 meeting, City Council tabled this item and directed the City Attorney to review the applicable Hotel Occupancy Tax laws and to draft an agreement for City Council to review before any further action is taken.*

Mayor Horn stated that an agreement/letter should be attached to any funding issued to the Museum.

Council member Starkey moved to approve \$30,000 from the Hotel Occupancy Tax Fund for the Karpeles Museum project when a certificate of occupancy has been issued by the City of Alvin. Seconded by Council member Richards; motion carried on a vote of 4 Ayes and 2 Nos by Council member Vela and Council member Adame.

## **REPORTS FROM CITY MANAGER**

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the August 20, 2020 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.

Council member Thompson commended Mr. Roland, City Manager, and staff for the Council meetings being conducted in an efficient manner.

Council member Vela also commended the City Manager and Staff.

Council member Starkey echoed the comments of Council member Thompson and Vela.

Mayor Horn recognized the Keep Alvin Beautiful organization for being awarded a \$250,000 grant from Texas Department of Transportation. The proceeds will be used to enhance the intersection of Highway 6 and Gordon St. He thanked KAB for their efforts in improving the image of Alvin and he pointed out that Mr. Richard Klapper was instrumental in writing the grant.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 7:48 p.m.

PASSED and APPROVED the 20th day of August 2020.

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**CITY COUNCIL WORKSHOP MEETING**  
**TUESDAY, AUGUST 11, 2020**  
**7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Glenn Starkey, Keith Thompson and Martin Vela.

**Staff members present:** Junru Roland, City Manager; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Larry Buehler, Director of Economic Development; Dan Kelinske, Director of Parks and Recreation; Rex Klesel, Fire Chief; Robert E. Lee, Police Chief; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; and Ron Schmitz, EMS Director and EMC.

**WORKSHOP ITEMS:**

Discuss FY 2020-2021 Proposed Budget.

Mr. Roland asked Mr. Kelinske to review the Capital Improvement Project item included in the proposed budget to renovate Fire Station #1 for use by the Recreation Department. Mr. Kelinske explained that the plan is to house the Recreation Department at this location and to also provide for various recreational programs to be offered out of this building. He reviewed the plans for renovation and explained that the Utility crews currently housed at the service center on Dyche Lane will move to PSF, which will allow for all of the Public Services Dept to operate out of one location. The Parks Department will move from PSF to the service center on Dyche Lane, which will allow for the storage of needed equipment and supplies.

Mr. Buehler reviewed the Capital Improvement Project item included in the proposed budget for the funding to create a development plan for the Hwy 288/FM1462 corridor. He explained the importance in creating such document will help bring larger quality developments to that area.

City Council discussed the EMS Utility billing fee and the benefit added to last year's budget in its implementation. City Council also discussed utility bill increases and the use of the utility billing software and smart meters to gauge the accuracy of water consumption. Council discussed the funding allocated to possibly rename a portion of FM1462 to the Alvin Parkway, and discussed the need for additional police officers in future budgets.

Mr. Roland reviewed the timeline for the adoption of the budget and tax rate. City Council felt that no other budget workshops were needed.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 8:25 p.m.

PASSED and APPROVED the 20<sup>th</sup> day of August 2020.

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

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



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Resolution 20-R-23, authorizing the payment of the three (\$0.03) cents per capita to the Gulf Coast Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

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

**Summary:** The City of Alvin has been a member of the Gulf Coast Coalition of Cities since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities. When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

The last assessment was in 2019, and was six cents (\$0.06) per capita. This year, the Coalition voted to assess three cents (\$0.03) per capita. With the current population of 26,827, the City of Alvin's shared cost will be \$804.81. Staff recommends approval.

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

**Funding Account:** 111-1003-00-312 **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 8/17/2020

**Supporting documents attached:**

- Resolution 20-R-23
- GCCC FAQ Sheet

**Recommendation:** Move to approve Resolution 20-R-23, authorizing the payment of the three (\$0.03) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 20-R-23**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; AND AUTHORIZING THE PAYMENT OF THREE (\$0.03) CENTS PER CAPITA TO THE COALITION TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ELECTRIC AND GAS UTILITY SERVICE AND OTHER MATTERS THERETO.**

**WHEREAS**, the City of Alvin is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and has exclusive original jurisdiction over the rates and services of electric and natural gas utility service within the municipal boundaries of the City; and

**WHEREAS**, the Gulf Coast Coalition of Cities (“GCCC”) has historically intervened in electric and gas utility rate proceedings and related rulemakings to protect the interests of municipalities and customers residing within municipal boundaries; and

**WHEREAS**, GCCC is participating in Public Utility Commission and Railroad Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

**WHEREAS**, the City is a member of GCCC; and

**WHEREAS**, in order for GCCC to continue its participation in these activities that affect the provision of electric and gas utility service and the rates to be charged, it must assess its members for such costs.

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

**Section 1.** That the City is authorized to continue its membership with GCCC to protect the interests of the City of Alvin and protect the interests of utility customers residing and conducting business within the City limits.

**Section 2.** The City is further authorized to pay its assessment to GCCC of three cents (\$0.03) per capita that being \$804.81, based on the population figures for the City shown in the latest TML Directory of City Officials, currently 26,827.

**Section 3.** A copy of this Resolution shall be sent to Thomas Brocato, General Counsel for the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle and Townsend, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**Section 4.** The assessment payment check made payable to “Gulf Coast Coalition of Cities” shall be sent to the treasurer for the coalition, Bobby Gervais, Manvel City Hall, Legal Department, P.O. Box 187, Manvel, Texas 77578.

**Section 5. Open Meeting Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this 20<sup>th</sup> day of August 2020.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne L. Hanneman  
City Attorney



## THE GULF COAST COALITION OF CITIES

- **What is the Gulf Coast Coalition of Cities (GCCC)?**

The GCCC is a coalition of political subdivisions in the Greater Houston area that represents the interests of its members on gas and electric utility matters before the Public Utility Commission, the Railroad Commission, the Electric Reliability Council of Texas and the courts.

- **Who are the members of the GCCC?**

Currently, there are 40 members of GCCC. These include the cities of Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Hunters Creek, Iowa Colony, Jersey Village, Kemah, Lake Jackson, La Marque, Manvel, Missouri City, Mont Belvieu, Morgan's Point, Nassau Bay, Oyster Creek, Pattison, Piney Point Village, Pleak, Rosenberg, Santa Fe, Seabrook, Sealy, Simonton, South Houston, Spring Valley Village, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster and Weston Lakes.

- **What utilities serve the members of GCCC?**

Members of the GCCC are served by Texas New Mexico Power Company ("TNMP"), Texas Gas Service Company ("TGS"), CenterPoint Energy Gas and CenterPoint Energy Electric. Some members are dually certificated and receive power from both electric utilities.

- **In what cases has the GCCC participated?**

The GCCC has been an active intervenor in all of the major electric ratemaking proceedings involving TNMP, TGS and CenterPoint for almost 20 years. These include the unbundled cost of service cases, final fuel reconciliation proceedings, gas and electric rate cases, energy efficiency costs cases, Hurricane Harvey cost case as well as the stranded cost cases. GCCC has been active before the Railroad Commission and PUC and in various appeals in the courts of agency decisions.

- **Why was the GCCC created?**

GCCC was created in response to concerns about the price of gas and electricity paid by its member cities as well the citizens living within the boundaries of its members. The GCCC was formed because cities wanted to have a separate seat at the table in order to ensure that their interests were not being overlooked.

- **What costs are there to individual cities for participating in the GCCC?**

Under the law municipalities are entitled to reimbursement for their reasonable rate case expenses associated with participation in ratemaking proceedings before the Railroad Commission, PUC and the courts. As such, there is no budgetary impact to cities for participating in GCCC in ratemaking proceedings. Beginning in 2012, the Coalition voted to become a 501(c) organization and established an assessment to fund participation in other projects and rulemakings that are not ratemaking matters but are sufficiently important to GCCC's members.

- **How do cities benefit by becoming members of the GCCC?**

By joining together, the members of the GCCC have been able to present a strong voice to the Railroad Commission, PUC and courts. This has served to reduce the prices that member cities and their residents pay for gas and electricity. Moreover, by participating in the GCCC, its members are taking an active role in promoting economic development through reasonable gas and electric rates. Participation in GCCC demonstrates the concern of its members about the reliability, quality of service and prices their citizens pay for gas and power.



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** Public Services / Streets

**Contact:** Brandon Moody, Director of Public Service

**Agenda Item:** Consider the purchase of a new Dump Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$101,653.

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

**Summary:** The acquisition of a new dump truck was approved and adopted by City Council in the FY20 budget. The new Freightliner dump truck will replace an International dump truck (1999 model) with comparable features. The current dump truck will be auctioned in a public sale once the new truck arrives.

Dump trucks are used in the daily operations of *Streets and Drainage* to haul soil to and from various projects.

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

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

**Funding Account:** 612 8002 00 4250 **Amount:** \$101,653 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 8/17/2020 SLH

## Supporting documents attached:

- Houston Freightliner HGAC 14-yard dump truck quote
- Freightliner M2 106 Chassis Specifications
- Quote to furnish and install dump body

**Recommendation:** Move to approve the purchase of a new Dump Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$101,653.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: HT06-20

Date Prepared: 7/21/2020

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Alvin	Contractor:	Houston Freightliner
Contact Person:	Brandon Moody	Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-955-6282
Email:		Email:	adam.neuse@strhouston.com

Product Code:	D6	Description:	2021 Freightliner M2-106 TRA
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 71311

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 330 HP 1000 LB FT TQ ENGINE	9897		
3500 RDS AUTOMATIC TRANSMISSION	5033		
12,000 LB FLAT LEAF FRONT SUSPENSION	350		
MT-40-14X 40,000 LB REAR AXLES	442		
Driver Controlled Differential Lock (Both Axles)	1124		
Basic High Back Air Driver Seat	159		
2 Man Passenger Seat	144		
		Special Warren 14 YD Dump Body	16850
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	33999

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	0
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	105310	=	<b>Subtotal D:</b>	105310
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** **Subtotal E:** 1000

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
Discount	-4657		
		<b>Subtotal F:</b>	-4657

**Delivery Date:** **G. Total Purchase Price (D+E+F):** 101653

**Prepared for:**  
Brandon Moody  
City of Alvin  
1100 Hwy 6  
Alvin, TX 77511  
Phone: 281-388-4357



**Prepared by:**  
Adam Neuse  
Houston Freightliner  
9550 North Loop East  
Houston, TX 77029  
Phone:

*A proposal for*  
**City of Alvin**

*Prepared by*  
**Houston Freightliner**  
*Adam Neuse*

*Jul 21, 2020*

## **Freightliner M2 106**



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

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

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
<b>Data Version</b>			
DRL-025	SPECPRO21 DATA RELEASE VER 025		
<b>Vehicle Configuration</b>			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-221	2021 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs		
<b>Truck Service</b>			
AA3-004	END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		

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Data Code	Description	Weight Front	Weight Rear
AF3-213	WARREN EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
* 80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 200CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Z-001	POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
<b>Transmission</b>			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
<b>Transmission Equipment</b>			
343-314	ALLISON VOCATIONAL PACKAGE 146 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP

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Data Code	Description	Weight Front	Weight Rear
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
421-529	5.29 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

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Data Code	Description	Weight Front	Weight Rear
<b>Rear Suspension</b>			
622-297	TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION		815
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-001	REAR SHOCK ABSORBERS - ONE AXLE		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
<b>Trailer Connections</b>			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>			
545-450	4500MM (177 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	10	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	120	340
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 111.61 in		

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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 108.61 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 279.13		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 33.42 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 159.97 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 111.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
<b>Chassis Equipment</b>			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			

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Data Code	Description	Weight Front	Weight Rear
093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-2BX	MICHELIN X WORKS XDY 11R22.5 16 PLY RADIAL REAR TIRES		176
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 6.19 INSET 5-HAND STEEL DISC FRONT WHEELS	18	
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

### Cab Interior

707-1AM	OPAL GRAY CLOTH INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		

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Data Code	Description	Weight Front	Weight Rear
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		

**Prepared for:**  
 Brandon Moody  
 City of Alvin  
 1100 Hwy 6  
 Alvin, TX 77511  
 Phone: 281-388-4357



**Prepared by:**  
 Adam Neuse  
 Houston Freightliner  
 9550 North Loop East  
 Houston, TX 77029  
 Phone:

Data Code	Description	Weight Front	Weight Rear
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

### Design

065-000	PAINT: ONE SOLID COLOR
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### Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

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 Houston, TX 77029  
 Phone:

Data Code	Description	Weight Front	Weight Rear
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

### Certification / Compliance

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

### Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 108.61 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 111.45 in

### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	7048 lbs	7771 lbs	14819 lbs
Total Weight <sup>+</sup>	7048 lbs	7771 lbs	14819 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

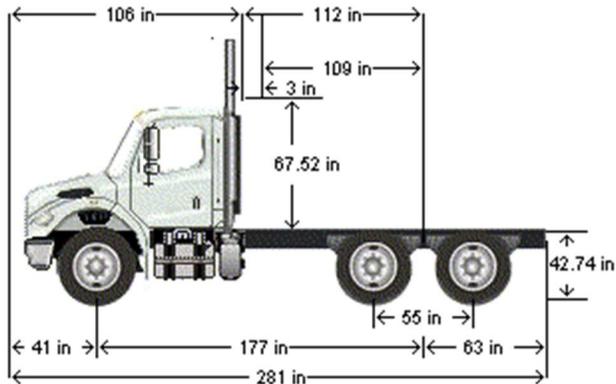
(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## D I M E N S I O N S



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model .....	M2106
Wheelbase (545) .....	4500MM (177 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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**Prepared by:**  
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 Houston, TX 77029  
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**TABLE SUMMARY - DIMENSIONS**

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	111.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	108.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	174.6
Cab Height (CH)	67.5
Wheelbase (WB)	177.2
Frame Overhang (OH)	63.0
Overall Length (OAL)	280.9
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.7

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



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**QUOTE**  
CITY of ALVIN

Company	Houston Freightliner
Address	
City & State	Houston, Texas
VIN#	??????

Business Phone	713-580-8148
Cell	713-410-5658
Zip Code	
Attention	Adam Neuse

Date	7/21/2020
Est. No.	
RO No.	
Payment Terms	IBS 131198

Year	Make	Model	License Number	Speedometer
Unit Number	Retain/ Destroy Parts			
	Frtliner	M2		

Misc.	Description	Labor Hrs.	Parts
	Sublet/ Paint		
	Furnish & install a new "Warren" Dump Body model MSF-14 (cap 12/15 yds cap )		
	Install PTO for a 3000RDS trans		
	body includes: frt telescopic hoist, air operated dbl acting tailgate ,direct mount pump, controls in cab ,side 48"x ends 42", ATSM 536 <u>Hi-Tensile steel</u> , light package, mud-flaps, half cab protector. ,sub frame, wood sides side boards, DOT Tape 8" apron		
	Install US TARP/ Electric tarp system with vinyl tarp		
	Prime &Paint all Black enamel FOB/HOU		
	NO FET QUOTED		
	Price \$16,850.00 need a 108"CT		



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**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 November 3, 2020 Special 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 November 3, 2020 Special Election for Civil Service of the Police Department. This contract is similar to the contract authorized by City Council every year to conduct the City’s election. The City Secretary’s Office will handle all the required notices, filings, and general paperwork as required by state election law.

The price may increase for this election since it is being held in November. November elections typically have a larger voter turnout than May elections, which in turn will require more equipment and workers.

Historical Election Cost (General May Election).

May 2016: \$6,150  
May 2017: \$9,200  
May 2018: \$4,660  
May 2019: \$7,200

The Early voting location for the Alvin area will be the Alvin Library. Registered voters may vote at any Early Voting location within Brazoria County during Early Voting and may vote at any Brazoria County Voting Center on Election Day. Election Day voting locations for the Alvin area will be the Alvin Library and Alvin Senior Center.

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:** 8/17/2020 SLH

**Supporting documents attached:**

- Election Contract with Exhibits

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**Recommendation:** Move to approve a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the November 3, 2020 Special 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 November 3, 2020. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties." The Parties herein agree to hold a November 3, 2020 Joint Election with all participating Political Subdivisions in accordance with, and under the authority of, Chapter 271 of the Texas Election Code, Governor Greg Abbott's Proclamation dated March 18, 2020, Joint Election Agreement (duly entered into by and between the parties and in correlation with the subject matter herein) and this Agreement. This Agreement, including its attachments, shall govern the subject matter to which it relates, and shall replace and supersede any Election Services Agreement, including all attachments thereto, previously entered into by the parties in relations to the May 2, 2020 Joint Election. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

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 2.4), 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. The parties acknowledge that Governor Abbott's Proclamation dated May 2, 2020, to move their general and special elections for 2020. Political Subdivision and the County Clerk have accordingly determined that it is in the public interest of Brazoria County voters that the following contract be made and entered into for the purpose of having the County Clerk furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 3, 2020 Election.

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, total 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.

Compensation for the election judge and clerks will be an amount approved by the Brazoria County Commissioners Court not to exceed \$14 for election judges and \$12.00 for election clerks. 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 per an amount approved by the Brazoria County Commissioners Court not to exceed \$14.00 and \$12.00 for clerks. 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:	Johnathan Escamilla
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. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

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 \$4,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline was February 18, 2020. Therefore, new deposit date is due by Sept 14, 2020. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the NOVEMBER 3, 2020 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 \_\_\_\_\_, 2020 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the \_\_\_\_\_ day of \_\_\_\_\_, 2020 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

"Attachment A" November 3, 2020 Election Day Vote Centers

#	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Precinct 4 Building #2, 121 N 10th St, West Columbia
3	Alvin Senior Center, 309 W Sealy, Alvin
4	Brazoria Library, 620 S Brooks, Brazoria
6	Liverpool City Hall, 8901 CR 171, Liverpool
7	Freeport Library, 410 Brazosport Blvd, Freeport
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
10	Damon Elementary School, 1211 Mulcahy, Damon
11	Meridiana Info Center, 4003 Meridiana Pkwy, Iowa Colony
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland
13	Delores Fenwick Nature Center, 5750 Magnolia Pkwy, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
18	First Church of Pearland, 1850 Broadway, Pearland
19	Clute Event Center, 100 Parkview Dr, Clute
20	Jones Creek Comm. House, 7207 Stephen F Austin Rd, Jones Creek
21	Sandy Point Bible Church, 119 CR 42, Sandy Point
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
28	Pearland Church of Christ Annex, 2217 N Grand Blvd, Pearland
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland
33	Mims Community Center, 4283 FM 521, Brazoria
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach
39	Alvin Library, 105 S Gordon, Alvin
40	North Annex, 7313 Corporate Dr, Manvel
40-B	The Church on MastersRoad, 6911 Masters Rd, Manvel
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
51	Shadycrest Baptist Church, 3017 Yost Blvd, Pearland
55	West Annex, 451 N Velasco, Angleton
66	New Harvest Christian Fellowship, 12216 Broadway, Pearland
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland
68	Precinct 4 North Annex, 3633 CR 58, Manvel

“Attachment B”

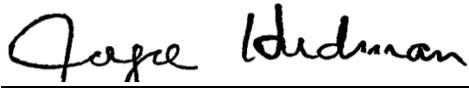
**NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES**

**Early voting by personal appearance will be conducted at the following locations:**

- Angleton (Main) .....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 Civic Center, 332 Hwy 332 East
- Manvel .....North Annex, 7313 Corporate Dr
- Pearland East .....Tom Reid Library, 3522 Liberty Dr
- Pearland West .....Westside Event Center, 2150 Countryplace Pkwy
- Shadow Creek .....Pearland Westside Library, 2803 Business Center Dr #101
- West Columbia .....Precinct 4 Building 2, 121 N 10<sup>th</sup> St.

**DATES AND HOURS:**

- October 13-17 .....9 AM—6 PM
- October 18 .....12 PM—5 PM
- October 19-24 .....8 AM – 7 PM
- October 25 .....12 PM – 5 PM
- October 26-30 .....7 AM – 7 PM



Early Voting Clerk

**AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES**

**La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:**

- Angleton (Ubicación Principal) ....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 Civic Center, 332 Hwy 332 East
- Manvel .....North Annex, 7313 Corporate Dr
- Pearland Este .....Tom Reid Library, 3522 Liberty Dr
- Pearland Oeste .....Westside Event Center, 2150 Countryplace Pkwy
- Shadow Creek Pearl and Westside Library, 2803 Business Center Dr #101
- West Columbia .....Precinct 4 Building 2, 121 N 10<sup>th</sup> St.

**FECHAS Y HORAS**

- 13-17 de octubre .....9 AM – 6 PM
- 18 de octubre .....12 PM—5 PM
- 19-24 de octubre .....8 AM – 7 PM
- 25 de octubre .....12 PM – 5 PM
- 26-30 de octubre .....7 AM – 7 PM



Secretaria de la Votación Adelantada



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider the resale of trust property located at 1421 W. Lobitt St, Easton (Alvin) Blk 25, Lot 5, .1435 Acres; Brazoria County Tax Account Number 3690-0188-000, for the sum of \$3,700.

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

**Summary:** Section 34.05 of the Texas Property Tax Code states that the taxing entity that is holding the property in trust for itself and the other taxing entities, may sell the property at a private sale. If the property is sold for less than the amount due in the judgment of the market value specified in the judgment, consent is required from each taxing entity that is entitled to receive proceeds from the sale under the judgment.

In this case, a tract of land located within the Alvin City limits is being held in trust by Brazoria County for all taxing entities that are owed back taxes on the site. The offer on the property is less than the judgment due, therefore the Property Tax Resale Committee of Brazoria County is requesting approval by all governing bodies. The resale committee, comprised of five members and listed on the property information sheet attached, have already considered the amount due, the bid amount, value, and the duration the property has been held in trust.

The property is located at 1421 W Lobitt Street (Easton [Alvin] Blk 28 Lot 5 .1435 acres), as shown in the supporting documents.

The tax judgment of \$3,205.52 represents the taxes, penalty and interest due from 1994-2004 for all taxing entities.

Brazoria County is seeking City Council's approval on a property tax resale as follows:

The amount of the offer to Brazoria County is \$3,700.00. The amount available for distribution to the taxing entities is \$2,948.63 after deducting \$751.37 in court costs; and covers all pre and post judgment taxes due to all entities.

The redemption time period expired May 29, 2004, in which the current property owners had an opportunity to reclaim the property. This did not occur.

City staff have reviewed and there are no impending public projects or obvious public needs for the property to try pursuing City ownership. The buyer will be made aware that this property is in a floodway and that no structures can be built or placed on it without a hydraulic study performed by an engineer and approved by the City. Staff recommends approval of this tax resale.

Land Value: \$ 13,130.00

Total Taxes due (from all entities): \$3,205.52

City of Alvin Taxes due: \$842.88  
Offer: \$3,700.00  
City of Alvin will receive: \$775.33

<b>Net to Distribute to Taxing Entities</b>		
Brazoria County	13.07%	\$385.52
Alvin ISD	49.42%	\$1,457.17
ACC	7.84%	\$231.22
BC C&R#3	3.37%	\$99.39
City of Alvin	26.29%	\$775.33
<i>Total</i>	<i>100%</i>	<i>\$2,948.63</i>

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

**Funding Account:** \_\_\_\_\_ **Amount:** \$775.33 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 8/17/2020 SLH

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**Supporting documents attached:**

- Resale taxing information from Brazoria County
- 

**Recommendation:** Move to approve the resale of trust property located at 1421 W. Lobitt St, Easton (Alvin) Blk 25, Lot 5, .1435 Acres; Brazoria County Tax Account Number 3690-0188-000, for the sum of \$3,700

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Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

Rec'd 8/3/20



## Brazoria County Tax Office

**Ro' Vin Garrett, PCC**  
Tax Assessor-Collector

Brazoria County  
111 East Locust  
Angleton, Texas 77515-4682

Tuesday, July 28, 2020

*City of Alvin*  
*Attention: Dixie Roberts*  
*216 West Sealy*  
*Alvin, Texas 77511*

**Re: See Attached**

Dear Sirs/Madams:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval.

Property tax resale data is as follows:

Tax suit number-2451\*T97  
Legal description-EASTON (ALVIN) BLK 28 LOT 5 (CAUSE NO 2451\*T97)  
ACRES .1435  
Court adjudged- \$18,060.00  
Total taxes due- \$3,205.52  
City of Alvin taxes due- \$842.88  
Bid/Offer- \$3,700.00

When your governing body has made their decision notify the Brazoria County Tax office with a copy of the minutes. Also, include the property Tax Account number in your reply.

If you have any questions, please contact me at 979-864-1886.

Kind Regards,

A handwritten signature in black ink, appearing to read "Nicholette Reynolds".

Nicholette Reynolds



## Tax Resale Property Information

RESALE MEETING OF:

July 28, 2020

**Legal Description:** EASTON (ALVIN) BLK 28 LOT 5  
(CAUSE NO 2451\*T97)  
ACRES .1435

**Physical Address:** 1421 W LOBITT ST

**Account Number:** **3690-0188-000**

**In Trust To:** CITY OF ALVIN

**Adjudged Value:** \$18,060.00

**Minimum Bid at Sale:** \$3,611.98

**Offer:** **\$3,700.00**

**Offer made by:** **THOMAS W. NASH**

**Sheriff's Deed Filed:** 11/29/2004

**Redemption Expiration:** 5/29/2004

**Post Judgment Taxes:** \$0.00

**Post Judgment Years:** 2003-2004

**City weed/demo liens:** UNKNOWN

**Land Value: (Current)** \$13,130.00

**Improvement Value:(Current)** \$0.00

**Previous Owner:** **MOSES BARAJAS**

**Precinct:** 3

**School District:** ALVIN ISD

<b>Vote:</b>	<u>AYE</u>	<u>NAY</u>
<b>R. Garrett</b>	X	
<b>C. Garner</b>	X	
<b>Judge Sebesta</b>	X	
<b>S. Adams</b>	X	
<b>Civil Div. Rep.</b>	X	

**Notes:** PBFCM representative present

BID ANALYSIS

<b>Cause Number:</b>	2451*T97	<b>Account Number:</b>	3690-0188-000
<b>Offer Amount:</b>	\$3,700.00	<b>Value \$:</b>	\$13,130.00
<b>Person Offering:</b>	THOMAS W. NASH	<b>Adjudged Value\$:</b>	\$18,060.00

**Judgement Information**

Taxing Entity	Tax Years	Amount Due
BC	1994-2002	\$419.11
BCED	1994-2002	\$0.00
Alvin ISD	1994-2002	\$1,584.12
Alvin Comm College	1994-2002	\$251.36
Brazoria County C&R Dist #3	1994-2002	\$108.05
City of Alvin	1994-2002	\$842.88
		\$3,205.52

**Costs**

Court Costs	\$549.22	Sheriff Fees	\$195.00
Publication Fees		Research Fees	
Ad Litem		Recording fee's	
Liens		Certified Mail	\$7.15
Cost of Deed		Deed file date	
		<b>Total</b>	<b>\$751.37</b>

**Post Judgement Information**

Taxing Entity	Tax Year's	
BC	2003-2004	\$0.00
BCED	2003-2004	\$0.00
Alvin ISD	2003-2004	\$0.00
Alvin Comm College	2003-2004	\$0.00
Brazoria County C&R Dist #3	2003-2004	\$0.00
City of Alvin	2003-2004	\$0.00
		<b>Post Judgment Total</b>
		<b>\$0.00</b>

**Proposed Distribution**

<b>Offer Amount</b>	<b>Costs</b>
\$3,700.00	\$751.37
<b>Net to Distribute \$</b>	<b>\$2,948.63</b>

BC	13.07%	\$385.52
BCED	0.00%	\$0.00
Alvin ISD	49.42%	\$1,457.17
Alvin Comm College	7.84%	\$231.22
Brazoria County C&R Dist #3	3.37%	\$99.39
City of Alvin	26.29%	\$775.33



1 Property with Geographic ID matching "36900188000"

EASTON (ALVIN) BLK 28 LOT 5 (CAUSE NO 2451\*T97)

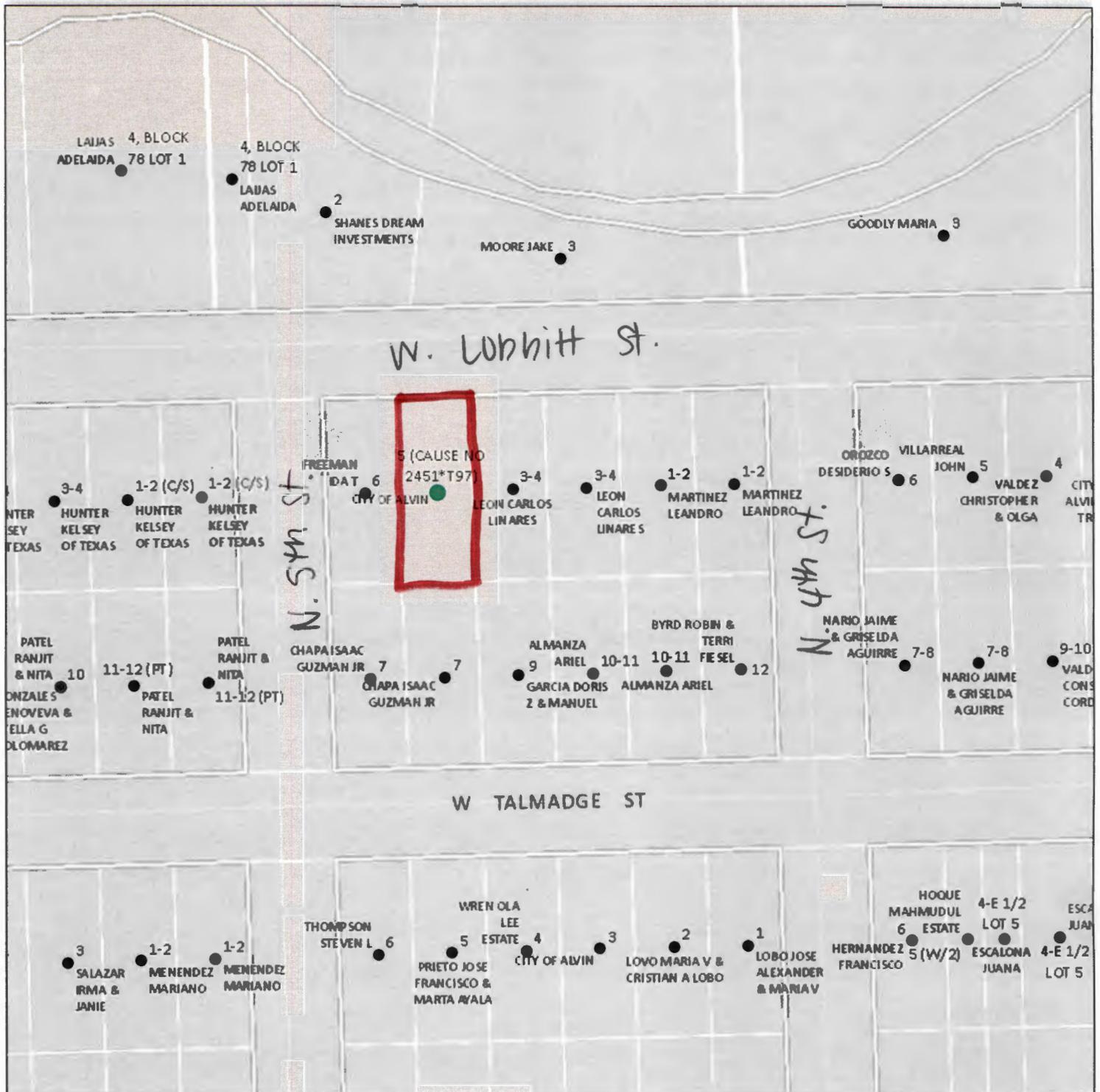
Property ID 205837

Geo ID 3690-0188-000

Owned by CITY OF ALVIN

Address 1421 W LOBITT ST , ALVIN

[Full Details](#)



1 Property with Geographic ID matching "36900188000"

EASTON (ALVIN) BLK 28 LOT 5 (CAUSE NO 2451\*T97)

Property ID 205837

Geo ID 3690-0188-000

Owned by CITY OF ALVIN

Address 1421 W LOBITT ST , ALVIN

[Full Details](#)

# 3690-0188-000 PCT.3



02/18/2017



**Recommendation:** Move to approve Ordinance 20-W, extending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers, providing for a 10% penalty for late payment; providing for an effective date of October 2020 billing cycles; and setting forth other provisions related thereto.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE 20-W**

**AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF SETTING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2020 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

**Sec. 28-2. In General.**

...

**SOLID WASTE COLLECTION AND DISPOSAL**

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit .....	\$10.20
Two-family residences, each unit.....	\$10.20
Apartment house with more than two (2) apartments, each unit.....	\$10.20
Manufactured home park, each unit .....	\$10.20

The charge for monthly curbside residential collection, removal and disposal of bulky trash up to six (6) yards shall be one dollar and sixty-four cents (\$1.30) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of twelve dollars and fifty cents (\$12.50) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located within the corporate limits of the city shall be based on the frequency of collection from commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection.

The following schedule of monthly charges for business or commercial establishments shall apply:

90-95 gallon cart minimum per cart:	
One collection per week.....	\$ 32.21
Two collections per week .....	\$ 47.74
Two-cubic-yard containers per month:	
One collection per week.....	\$ 69.82
Two collections per week .....	\$103.64
Three collections per week .....	\$124.58
Four collections per week .....	\$155.42
Three-cubic-yard containers per month:	
One collection per week.....	\$ 85.66
Two collections per week .....	\$133.15
Three collections per week .....	\$183.20
Four collections per week .....	\$230.19
Four-cubic-yard containers per month:	
One collection per week.....	\$100.09
Two collections per week .....	\$155.79
Three collections per week .....	\$211.53
Four collections per week .....	\$268.72
Six-cubic-yard containers per month:	
One collection per week.....	\$125.40
Two collections per week .....	\$209.94
Three collections per week .....	\$269.22
Four collections per week .....	\$359.05
Five collections per week.....	\$448.74
Six collections per week .....	\$538.55
Eight-cubic-yard containers per month:	
One collection per week.....	\$151.54
Two collections per week .....	\$266.06
Three collections per week .....	\$364.61
Four collections per week .....	\$492.26
Five collections per week.....	\$610.69
Six collections per week .....	\$735.26

Six-cubic yard compactor container per month:

One collection per week .....	\$ 233.57
Two collections per week .....	\$ 467.16
Three collections per week .....	\$ 700.72
Four collections per week .....	\$ 934.31
Five collections per week .....	\$1167.88
Six collections per week .....	\$1401.47

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard.....	\$ 10.00
Heavy trash, per cubic yard .....	\$ 10.00

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspect of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates .....	\$200.00
------------------	----------

Delivery rates .....	\$100.00
Daily rental.....	\$3.00
Disposal/ton** .....	\$28.00

Compactors:

Haul rates .....	\$250.00
Disposal/ton** .....	\$28.00
Daily rental.....	\$5.00

\*\*Disposal--Three-ton minimum.

- (4) Beginning with the October 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

\*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

**Section 2.** That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

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

**Section 4. Publication.** The City Secretary of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**Section 5. Effective Date.** This ordinance shall take effect beginning with the October 2020 billing cycles, that being after its passage in accordance with the provisions of *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**Section 6. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*. Notice was also provided as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**PASSED** on the first and final reading on the \_\_\_\_\_ day of August 2020.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2020

**Department:** EMS

**Contact:** Ron Schmitz, EMS Director

**Agenda Item:** Consider an Engineering Services Agreement with Alpha Testing, Inc. in an amount not to exceed \$63,974 for Construction Materials Testing services for the EMS/Fire Station Project; and authorize the City Manager to sign the agreement upon legal review.

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

**Summary:** A Request for Qualifications (RFQ) for engineering design services was advertised in 2019. The *Engineering Services Agreement* provides geotechnical and construction materials testing for the EMS and Fire Station project. Following staff's review of the submitted RFQs, Alpha Testing, Inc. was selected and subsequently began geotechnical testing related to the Fire/EMS station.

Preliminary budget estimates from Joiner Architects for geotechnical services were \$40,000, however, the actual incurred cost to date along with alternates to the scope of work, will exceed the \$50,000 authorization threshold of the City Manager. As a result, our purchasing policy requires City Council's authorization on purchases or contracts that will exceed \$50,000. Staff recommends City Council's authorization to fund the scope of work related to the Engineering Services Agreement.

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

**Funding Account:** 318-3502-00-9085 **Amount:** \$63,974.00 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 8/17/2020 SLH

## Supporting documents attached:

- Engineering Services Agreement: Alpha Testing CMT Contract (Alvin Fire and EMS Station)

**Recommendation:** Move to approve an Engineering Services Agreement with Alpha Testing, Inc. in an amount not to exceed \$63,974 for construction material testing services for the Alvin EMS and Fire Station Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**CMT COST ESTIMATE**

**City of Alvin Fire and EMS Station No. 1  
(Preliminary)**

**801 East South Street  
Alvin, Texas 77511**

**Cost Estimate No: 73271**



*Environmental*

*Geotechnical*

*Construction Materials*



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

6513 West Little York  
Road  
Houston, Texas 77040

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

09/11/19

**CITY OF ALVIN**

216 West Sealy Street  
Alvin, Tx 77511

Attention: Junru Roland  
jroland@cityofalvin.com

Construction Materials Testing  
Services and Fees  
**CITY OF ALVIN FIRE AND EMS STATION NO. 1  
(PRELIMINARY)**  
Alvin, Texas 77511  
Cost Estimate No: 73271-18-42H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, INC.

Joseph Culley II, S.E.T.  
CMT Department Manager

Heath Helgeson  
Senior CMT Estimator

JC/HH  
Attachments: Acceptance Sheet  
General Terms and Conditions



## HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

## BUSINESS LOCATIONS

### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)

### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

### 3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

Philip Johnson, PE, CMT Manager: [pjohnson@alphatesting.com](mailto:pjohnson@alphatesting.com)

### 4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0460 (F) 713-360-0481

Lee Mitchell, PE, Senior Geotechnical Engineer: [lmitchell@alphatesting.com](mailto:lmitchell@alphatesting.com)

Joseph Culley, SET, CMT Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)



## Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



## **PROJECT INFORMATION**

It is our understanding that a new 1 story, steel and C.M.U. building with an approximate footprint of 31,500 square feet is to be constructed at 801 East South Street in Alvin, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 8/19/2019; structural plans dated: 8/19/2019; and the geotechnical report H190934 by Alpha Testing, Inc.**

**During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.**

## **SITE PREPARATION, FILLING, BACKFILLING**

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 90 hours to perform approximately 213 field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

## **UTILITIES**

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 2,867 linear feet of storm drains would be excavated and installed. In addition, about 1,660 linear feet of waterlines, and an estimated 1,470 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 104 hours to perform approximately 797 field density tests. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

## **MECHANICAL LIME STABILIZATION**

Based on the information provided, that approximately 117,978 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 24 hours to perform approximately 24 density tests and field gradations. In addition, the technician could obtain approximately 3 soil sample for laboratory proctor analysis.

## **CONCRETE TESTING**

Based on information provided, it is our understanding, approximately 3,600 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 142 hours to mold approximately 225 test cylinders.

## **STRUCTURAL STEEL**

It has been estimated that an engineering technician could be required for approximately 36 hours to visually observe the structural steel placed. We estimate that an engineering technician could be required on-site for approximately 12 to perform ultrasonic testing.



## **PROJECT INFORMATION (Continued)**

### **MORTAR, GROUT & MASONRY UNITS**

It is our understanding that mortar and grout placed on the project would be tested. We have estimated that our engineering technician could be required on-site for approximately 120 hours to cast an estimated 150 grout or mortar specimens for compressive strength testing in the laboratory.

### **SPRAYED-ON FIREPROOFING**

Based on our understanding of the project, our engineering technician could be required on-site for approximately 26 hours to perform thickness (and Adhesion) tests and to obtain approximately density samples which will be returned to our laboratory for testing.



## **SCOPE OF SERVICES**

### **SITE PREPARATION, FILLING, BACKFILLING**

Building Structures: 1 FDT every 2,500 square feet and 6-inch lift

Paving: 1 FDT each 5,000 square feet and 6-inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6-inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

### **UTILITIES**

Trench backfill: 1 density test for every 100 linear feet each 6-inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

### **MECHANICAL LIME STABILIZATION**

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

### **CONCRETE TESTING**

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Walls: 1 set of 4 test cylinders every 50 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders every 50 cubic yards.

Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.

### **STRUCTURAL STEEL**

1 trip every 5,000 square feet

Moment Connections or Full penetration welds: 15 minutes (each)



### **SCOPE OF SERVICES (Continued)**

#### **MORTAR, GROUT & MASONRY UNITS**

Mortar: 1 set of 6 test cubes every 5,000 (wall) square feet.

Grout: 1 set of 4 test prisms every 5,000 (wall) square feet.

#### **SPRAYED-ON FIREPROOFING**

Field Adhesion / Cohesion: 1 test for every 10,000 square feet.

Density Tests: 1 test for every 10,000 square feet.

Thickness Tests: 1 test for every 10,000 square feet.



### **ESTIMATED TESTING SCHEDULE**

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

#### **I. Site Preparation, Filling, Back Filling**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Density Testing /Hour	80.00	\$42.00	\$3,360.00
Density Testing (ot) /Hour	10.00	\$63.00	\$630.00
Proof Rolling Observation/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	10.00	\$60.00	\$600.00
Proctor #/Each	2.00	\$185.00	\$370.00
Atterberg Limit Test/Each	34.00	\$65.00	\$2,210.00
-200 Sieve/Each	2.00	\$65.00	\$130.00
Vehicle Trip Charge/Trip	11.00	\$60.00	\$660.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
<b>Subtotal</b>			<b>\$8,822.00</b>

#### **II. Utilities**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Density Testing /Hour	96.00	\$42.00	\$4,032.00
Density Testing (ot) /Hour	8.00	\$63.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	12.00	\$60.00	\$720.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$65.00	\$195.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Compressive Strength of Stabilized Sand/Each	2.00	\$200.00	\$400.00
Vehicle Trip Charge/Trip	13.00	\$60.00	\$780.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
<b>Subtotal</b>			<b>\$7,739.00</b>



### III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	24.00	\$42.00	\$1,008.00
Field Gradations/Hour	12.00	\$42.00	\$504.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Nuclear Density Gauge/Trip	6.00	\$60.00	\$360.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	10.00	\$65.00	\$650.00
-200 Sieve/Each	3.00	\$65.00	\$195.00
Vehicle Trip Charge/Trip	7.00	\$60.00	\$420.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
<b>Subtotal</b>			<b>\$3,955.00</b>

### IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	142.00	\$42.00	\$5,964.00
Concrete-Testing (ot)/Hour	16.00	\$63.00	\$1,008.00
Reinforcing Steel Observation/Hour	8.00	\$42.00	\$336.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	225.00	\$16.00	\$3,600.00
Floor Flatness (Minimum Charge)/Min	2.00	\$550.00	\$1,100.00
Vehicle Trip Charge/Trip	25.00	\$60.00	\$1,500.00
Engineering Report Review/Hour	4.00	\$95.00	\$380.00
<b>Subtotal</b>			<b>\$14,056.00</b>

### V. Concrete Testing ((Spread Footing Observation))

Description	Est. Qty	Unit Rate	Est. Total
Spread Footing Observation/Hour	136.00	\$42.00	\$5,712.00
Spread Footing Observation (ot)/Hour	12.00	\$63.00	\$756.00
Cylinder Pickup/Hour	4.00	\$42.00	\$168.00
Concrete Comp. Test/Each	68.00	\$16.00	\$1,088.00
Vehicle Trip Charge/Trip	18.00	\$60.00	\$1,080.00
Engineering Report Review/Hour	3.00	\$95.00	\$285.00
<b>Subtotal ((Spread Footing Observation))</b>			<b>\$9,089.00</b>
<b>TOTAL (Concrete Testing)</b>			<b>\$23,145.00</b>



#### VI. Structural Steel

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	36.00	\$85.00	\$3,060.00
Ultrasonic Testing/Hour	12.00	\$125.00	\$1,500.00
Ultrasonic Testing (ot)/Hour	2.00	\$187.50	\$375.00
Equipment Charge/Day	3.00	\$150.00	\$450.00
Vehicle Trip Charge/Trip	12.00	\$60.00	\$720.00
Engineering Report Review/Hour	2.00	\$95.00	\$190.00
<b>Subtotal</b>			<b>\$6,295.00</b>

#### ADDITIVE OPTIONS

#### VII. Mortar & Grout

Description	Est. Qty	Unit Rate	Est. Total
Masonry Observation & Reporting/Hour	120.00	\$50.00	\$6,000.00
Masonry Observation & Reporting (ot)/Hour	10.00	\$75.00	\$750.00
Material Pickup/Hour	4.00	\$42.00	\$168.00
Cubes/Each	90.00	\$20.00	\$1,800.00
Grout Prisms/Each	60.00	\$35.00	\$2,100.00
Vehicle Trip Charge/Trip	16.00	\$60.00	\$960.00
Engineering Report Review/Hour	3.00	\$95.00	\$285.00
<b>Subtotal</b>			<b>\$12,063.00</b>

#### VIII. Sprayed-On Fire Proofing

Description	Est. Qty	Unit Rate	Est. Total
Fireproofing/Hour	24.00	\$50.00	\$1,200.00
Fireproofing (ot)/Hour	2.00	\$75.00	\$150.00
Lab Density Testing/Each	3.00	\$55.00	\$165.00
Adhesion/Cohesion Testing/Each	3.00	\$55.00	\$165.00
Vehicle Trip Charge/Trip	3.00	\$60.00	\$180.00
Engineering Report Review/Hour	1.00	\$95.00	\$95.00
<b>Subtotal</b>			<b>\$1,955.00</b>

**Grand Total:** \$49,956.00

**Grand Total With Alternate:** \$63,974.00

\*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



**CMT  
ACCEPTANCE FORM**

Date:	September 11, 2019 CITY OF ALVIN FIRE AND EMS STATION NO. 1	Alpha Cost Estimate No:	73271-18-42H
Project Name:	(PRELIMINARY)	CMT Estimate	\$49,956.00
Project City:	Alvin, Texas 77511	CMT Estimate With Alt	\$63,974.00

**\* Highlighted Areas Must Be Filled Out \***

**\*Please Select Testing Scope\***

CLIENT: _____		ATTN: _____	
ADDRESS: _____		EMAIL: _____	
CITY/STATE/ZIP: _____		PHONE/FAX: _____	
OWNER	OF	PROPERTY:	_____
_____		ADDRESS:	_____
_____		CITY/STATE/ZIP:	_____
PROJECT LEGAL	DESCRIPTION: _____		

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY:

_____	Signature	_____	Title	_____	Date
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**Accounts Payable Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_

If no names are provided it will be understood no authorized field representative signature is required.

**REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET**

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, [www.alphatesting.com](http://www.alphatesting.com), to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

**REPORT DISTRIBUTION**

Firm	Contact Name	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____



## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

**Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.**

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40-mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



## **“EXHIBIT A”**

### Terms and Conditions

#### **Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the

#### **Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**



### **Section 3: Site Access and Conditions**

**CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.**

### **Section 4: CLIENT's Responsibility and Project Understanding**

**CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.**

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6: Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



### **Section 7: Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

### **Section 8: Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

### **Section 9: Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



#### **Section 10: Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

#### **Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the

#### **Section 12: Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the



Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

#### **Section 13: Ground Water Contamination**

**CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.**

#### **Section 14: Insurance**

**No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.**

#### **Section 15: Indemnity**

**ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.**



## **Section 16: Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

## **Section 17: Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



## **Section 18: Resolution of Disputes**

**(a) Mediation.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

**(b) Arbitration.** Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**(c) Consolidation or Joinder.** Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



**Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Brazoria County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Brazoria County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.