

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA

THURSDAY JUNE 7, 2018

7:00 P.M.

(Council Chambers)

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

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

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

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Eagle Scout Recognition.

4. PUBLIC COMMENT

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

A. Approve minutes of the May 17, 2018 City Council meeting.

B. Consider an award of bid to JDB Services, Inc., for the purchase of stabilized sand for (1) year, in an amount not to exceed \$60,000, with an option to continue for an additional year at the same price and conditions.

C. Consider an award of bid to Rodriguez Construction Group, LLC., for the 2018 Concrete Pavement and Drainage Project in an amount not to exceed \$696,356.85; and authorize the City Manager to sign the contract upon legal review.

D. Consider an award of bid to Strand Electric, for the construction of the 2018 Alvin Decorative Street Lighting Project in an amount not to exceed \$85,348.45; and authorize the City Manager to sign the contract upon legal review.

E. Consider an award of bid to Texas Pride Utilities, LLC., for the South Park Utility Replacement Project in an amount not to exceed \$250,000; and authorize the City Manager to sign the contract upon legal review.

- F. Consider a 60-Day extension to the Memorandum of Understanding (MOU) between the City of Alvin and Walton Texas, LP., for a proposed master planned development; and authorize the City Manager to sign.
- G. Consider Ordinance 18-I, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.
- H. Consider Resolution 18-R-20, expressing the support for the FM528 extension from Business 35 to State Highway 6, and for approval and funding in the Houston-Galveston Area Council (H-GAC) Transportation Implementation Plan.
- I. Consider Resolution 18-R-21, acknowledging, and accepting a sidewalk easement granted to the City of Alvin, located at 1901 Rosharon Road, Alvin, Texas.
- J. Consider a final plat of St. John the Baptist Catholic Church (located at 110 E. South Street), being 14.952 acres in the H.T. & B.R.R. Co. survey, section 13, abstract no. 225, in the City of Alvin, Brazoria County, Texas.
- K. Consider a final plat of Pierce Business Park (located near the southeast corner of FM1462 and Rosharon Road), being a subdivision of 16.608 acres, being a portion of the subdivision of the Hooper and Wade section 18 survey, A-488, as per the plat recorded in vol. 32, pg. 2, O.R.B.C.T., City of Alvin, Brazoria County, Texas.

6. OTHER BUSINESS:

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

- A. Consider an Agreement with Horizon International Group, LLC through the BuyBoard Cooperative Purchasing Network in the amount of \$150,902.48 for improvement to the Alvin Museum; and authorize the City Manager to sign upon legal review.
- B. Consider Ordinance 18-H, amending Chapter 5 Buildings, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the definition of the Central Business District; providing a severability clause; providing a savings clause; providing an effective date, and setting forth other provisions related thereto.
- C. Discuss and give direction to staff regarding overnight trespassing on public property.

7. REPORTS FROM CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

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

1. City Manager Annual Performance Evaluation.

10. RECONVENE TO OPEN SESSION

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, June 4, 2018 at 5:30 P.M.



(SEAL)

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

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
IMPACT FEE ADVISORY COMMITTEE
March 20, 2018**

BE IT REMEMBERED, that on the above date, the Impact Fee Advisory Committee met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:30 P.M. with the following members present, Jake Starkey, Vice Chair; Nicole Kelinske, Secretary; Darrell Dailey, Ashley Davis; Santos Garza; Randy Reed, Charles Buckelew; and Chris Hartman. Also present were Jimmy Thompson with JET Civil Consulting, Dave Kasper with ARKK Engineering, staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Martin Vela was absent.

1. Call To Order.

Call to order at 7:02 p.m.

2. Jimmy Thompson with JET Civil Consulting and Dave Kasper with ARKK Engineering to discuss the process and schedule for the impact fee update.

Jimmy Thompson and Dave Kasper discussed the process and schedule for the impact fee update.

3. Adjournment.

Commission Member Dailey motioned to adjourn the meeting, seconded by Member Davis. The motion carried on a vote of 8 ayes. The meeting ended at 7:18 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

**MINUTES
CITY OF ALVIN, TEXAS
IMPACT FEE ADVISORY COMMITTEE
April 17, 2018**

BE IT REMEMBERED, that on the above date, the Impact Fee Advisory Committee met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:30 P.M. with the following members present, Martin Vela, Chair; Nicole Kelinske, Secretary; Santos Garza; Randy Reed, Charles Buckelew; and Chris Hartman. Also present were Jimmy Thompson with JET Civil Consulting, Dave Kasper with ARKK Engineering, and staff member Michelle Segovia, City Engineer. Jake Starkey, Darrell Dailey and Ashley Davis were absent.

1. Call To Order.

Call to order at 6:55 p.m.

2. Jimmy Thompson with JET Civil Consulting and Dave Kasper with ARKK Engineering to present the draft of the impact fee update land use assumptions.

Jimmy Thompson presented the draft of the impact fee update land use assumptions.

3. Adjournment.

Commission Member Garza motioned to adjourn the meeting, seconded by Member Hartman. The motion carried on a vote of 6 ayes. The meeting ended at 7:11 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
April 17, 2018**

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

1. Call To Order.

Call to order at 6:01 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of March 20, 2018.

Commission Member Charles Buckelew motioned to approve the minutes of the regular Planning Commission meeting of March 20, 2018. Seconded by Chris Hartman, the motion carried on a vote of 6 ayes and 0 nays.

4. Presentation by the City Manager regarding the Comprehensive Plan update and Capital Improvement Program Quarterly update.

City Manager Breland presented an update of the implementation of the City of Alvin Comprehensive Plan and Capital Improvement Program.

5. Consider a final plat of Oasis Laydown Yard, being a subdivision of 16.2056 acres of land in the H.T. & B.R.R. Co. survey, abstract 230, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Kelinske motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

6. Consider a final plat of Sananikone Place, being a subdivision of 0.6568 acres (28,611 sq ft) in the H.T. & B.R.R. survey, A-449, also being a portion of track 2, block J in the City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 6 ayes, 0 nays.

7. Consider a final plat of Mustang Crossing Detention, being a PUD subdivision containing 14.35 acres of land located in the Hooper & Wade survey, abstract 488 in the City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 6

ayes, 0 nays.

8. Consider a final plat of Mustang Crossing Section 5, being a PUD subdivision containing 18.26 acres of land located in the Hooper & Wade survey, abstract 488 in the City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

9. Items of Community Interest.

Santos Garza asked about the status of the Willis St. sidewalk construction. Michelle Segovia stated the contract was canceled for the previous contractor and the city awarded a contract to the second lowest bidder. A pre-construction meeting is scheduled next Monday and the contractor is scheduled to start April 30th. Nicole Kelinske asked about the Mustang Crossing sidewalk along FM 1462. Michelle Segovia stated the developer could ask for a variance or pay a fee in lieu of the sidewalk if it is not feasible to construct a sidewalk at the site.

10. Staff report and update.

There were no staff report or update.

11. Items for the next meeting.

Michelle Segovia, City Engineer, stated the Planning Commission will possibly see the plat for the Senior Apartments off Brazos Street.

12. Adjournment.

Commission Member Kelinske motioned to adjourn the meeting, seconded by Member Buckelew. The motion carried on a vote of 6 ayes. The meeting ended at 6:55 p.m.

MINUTES
ALVIN SENIOR BOARD MEETING
309 W. SEALY ST.
APRIL 9, 2018
8:00 A.M.

Call to Order 7:58 a.m.

CALL TO ORDER

Board Members Present: Darrell Brady, Betty Hodges, Marie Hodges, Beverly Kimbrough, Loretta Smith and Board President, Judy Zavalla. Visitors: Joshua Truksa with Alvin Sun Newspaper.

APPROVAL OF MINUTES

Betty Hodges made a motion to approve March 12, 2018 Senior Center Board Minutes, Beverly Kimbrough seconded the motion, all approved.

PETITIONS/REQUEST FROM THE PUBLIC

There were no petitions or request from the public.

BOARD PRESIDENT REPORT

Judy said that the Senior Board Photos are completed and hanging on the wall in the hallway by the offices. Judy said the microphone on the podium was up really loud the day the Garden Club met and people waiting to go on the trip to Jay's. Marie Hodges said she would talk to them about the microphone being turned up. Judy said that people have mentioned to her about groups going through cabinets looking for supplies.

DIRECTOR REPORT

Dan Kelinske gave updates on upcoming events, department projects and improvements. Total registration for City of Alvin activities 2,079 with 841 at the Senior Center.

SENIOR CENTER MANAGER REPORT

Bus emergency hatch leaking. The estimated cost to replace only the (180) low chairs is \$1,979.13. Marla is AED Certified, there will be a class in July for those that want to be certified. Discussed upcoming events, Cinco de Mayo Lunch and Mother's Day Lunch.

New Business

Volunteer Appreciation Luncheon April 19th. We discussed Clem Garza as Dis Jokey for Sock Hop. Betty made a motion for the Sock Hop not to exceed \$405.00, Beverly Kimbrough seconded the motion, all approved.

Items of Community Interest

Flower Show April 21 and Quilt Show. Center will be closed Monday May 28 in observance of Memorial Day.

ADJOURNMENT

Beverly Kimbrough made a motion to adjourn, Darrell Brady seconded, all agreed, meeting was adjourned.

Respectfully submitted by,

Loretta Smith

Loretta Smith

The City of Alvin, Texas

Hereby issues this

CERTIFICATE OF RECOGNITION

awarded to

Austin Jordan
Troop 400

on behalf of the Mayor, City Council and the proud citizens of Alvin for having earned the prestigious and honorable award of Eagle Scout and further recognize him for the many accomplishments and to wish him well on future endeavors.

WITNESS my hand and seal this 7th day of June 2018.

Paul Horn, Mayor

The City of Alvin, Texas

Hereby issues this

CERTIFICATE OF RECOGNITION

awarded to

Taylor Stewart
Troop 400

on behalf of the Mayor, City Council and the proud citizens of Alvin for having earned the prestigious and honorable award of Eagle Scout and further recognize him for the many accomplishments and to wish him well on future endeavors.

WITNESS my hand and seal this 7th day of June 2018.

Paul Horn, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY MAY 17, 2018
7:00 P.M.

CALL TO ORDER

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

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Larry Buehler, Economic Development Director; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Castro gave the invocation.

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

OATH OF OFFICE

Administer the Oath of Office to City Council member At Large Position 1, Brad Richards; City Council member District B, Adam Arendell; and City Council member District C, Keith Thompson. Municipal Court Judge, Donna Starkey, administered the oath of office to Council member at Large Position 1 Brad Richards; Council member District B, Adam Arendell; and Council member District C, Keith Thompson.

PRESENTATIONS

Proclamation – Public Works Week.

Mayor Horn presented a proclamation to the employees of the City of Alvin Public Services Department proclaiming the week of May 20-26, 2018 as Public Works Week.

Check Presentation to Henry Dillmann of Gordon Street Tavern as the first recipient of the Alvin Downtown Business Incentive Grant.

Council approved the creation of the Downtown Business Incentive Grant program that encourages business owners to make improvements to downtown locations. The first allocation was for a 50% match for up to \$25,000. Mr. Dillmann submitted his application, and the Grant Award Committee reviewed and approved the project. This project qualified for the maximum amount for the 2017 fiscal year award. It consisted of a complete covered patio with new lighting, tables and chairs. The design was purposely made to blend with the Railroad Depot and Clock Tower. The project was completed with a new Certificate of Occupancy awarded by the City of Alvin Building Department.

Mayor Horn, members of City Council and Economic Development staff presented a check to Henry Dillmann of Gordon Street Tavern as the first recipient of the Alvin Downtown Business Incentive Grant.

Check Presentation from the Associated Credit Union of Texas for the 25th Annual Tour De Braz Bike Ride sponsorship and hear staff update regarding post event information.

Representatives from the Associated Credit Union of Texas presented the Mayor and City Council with a check for the 25th Annual Tour De Braz Bike Ride sponsorship. Staff gave an update on post event information.

On December 7, 2017, City Council amended the Convention and Visitor's Bureau budget for the purpose of hosting the 2018 Tour de Braz (TDB) Bike Ride as a City of Alvin sponsored event. The first preparatory committee meeting for the TDB event was held in January 2018. Approximately 15 subsequent preparatory meetings were conducted leading up to the TDB event, which was held on April 22, 2018.

To subsidize the cost of the event, staff extended invitations to organizations and businesses for ride sponsorship or in-kind donations. There were various categories of sponsorships:

Sponsorship Categories

<i>Title Sponsorship</i>	<i>\$10,000</i>
<i>Platinum Sponsorship</i>	<i>\$1,750</i>
<i>Gold Sponsorship</i>	<i>\$750</i>
<i>Silver Sponsorship</i>	<i>\$500</i>

Title Sponsors included the Associated Credit Union of Texas. Platinum Sponsorships: Froberg's Farm and DelPapa Distributing Company. Gold Sponsorships: Ron Carter, NSSI, and Webster Bicycle. Silver Sponsors: Judge Lori Rickert, Alvin Dental Care, Ascend Performance Materials, and Enterprise Fleet Management.

Staff marketed the 2018 TDB event via social media, CVB and City webpage, local newspaper, the City's newsletter, and various magazines. Approximately 580 riders registered for the TDB. Tour de Braz generated \$32,300 in revenue and incurred \$24,000 in expenditures – with the profits benefitting the Alvin Volunteer Fire Department.

Post Event - A survey was conducted for rider feedback on registration, ride/route detail, and post event activities. There was about a 15% response rate. For the most part, staff received positive feedback from the surveys. Participants were satisfied with the efficiency of the rest-stops and law enforcement assistance on the routes. In addition, the participants made note of the improved roads and registration process; and stated that they would recommend the TDB ride to others.

Presentation of the wayfinding signage design recommendation from the wayfinding signage stakeholders group and explanation of the upcoming planning stage.

A Wayfinding Signage Stakeholders Committee was formed to evaluate, revise, and recommend a wayfinding signage system for the City of Alvin. The stakeholders met for the first time in October of 2017 to hear a presentation from National Sign Plazas (NSP) on the importance of wayfinding signage systems. A wayfinding signage system is intended to create a "sense of place" for a community, while promoting economic and community development through increased use of public facilities, visitor-oriented businesses, recreational areas, and other points of interest. Following the presentation, the group discussed desirable attributes for a wayfinding system for the City of Alvin and to identify a preliminary list of locations to be identified within Alvin. Once initial designs were received, the stakeholders met six (6) separate times to request multiple revisions to many different designs. In April of 2018, the stakeholders came to a consensus on a design for presentation to City Council. The final design features a black and silver color pattern with the City of Alvin's logo protruding from the top left of the sign. The location identifiers are the focal point of the sign, located in the middle. The bottom of the sign features a black train silhouette with a train engine followed by a coal car and a box car.

Josh Dearing, Economic Development Coordinator, presented the Wayfinding Signage Stakeholder's recommendation on the proposed wayfinding signage throughout Alvin and gave a brief explanation on the proposed planning stage.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

Approve minutes of the May 3, 2018 City Council meeting.

Consider Resolution 18-R-19, declaring the results of the May 5, 2018 General Election for the purpose of electing members to City Council District B, District C and At Large Position 1.

The official canvassing for this election will be held on Wednesday, May 16, 2018, which is the statutory last day to canvass this election per State Election Code. A full quorum of the governing body is not required for the canvassing of an election and can be completed with just two (2) members of the governing body in attendance. At the canvassing, the official election returns will be read aloud by the City Secretary and an affidavit signed declaring the official results.

Resolution 18-R-19 formally declares the results of this election in resolution and minute format, where it will be maintained as an official record of the City. Staff recommends the approval of Resolution 18-R-19.

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

OTHER BUSINESS

Consider the Mayor's appointment of Mayor Pro-tem.

City Council Position	Council member	Year Elected	Term Expires	Served as Mayor Pro-tem
At Large 1	Brad Richards	2012, 2015, 2018	2021	Current
At Large 2	Joel Castro	2018	2019	No
District A	Scott Reed	*2011, 2013, 2016	2019	Yes
District B	Adam Arendell	2012, 2015, 2018	2018	Yes
District C	Keith Thompson	*2014, 2015, 2018	2018	No
District D	Glenn Starkey	2016	2019	No
District E	Gabe Adame	2017	2020	Yes

Mayor Horn nominated Council member Thompson as Mayor Pro-Tem.

Council member Adame moved to accept Mayor Horn's nomination, Keith Thompson. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the June 7, 2018 City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked the Parks Director and his staff for replacing the crepe myrtle in an area along Mustang Road. He thanked the Mayor and City Council for allowing him to be the Mayor Pro-tem for the upcoming year.

Council member Arendell thanked the citizens who voted for him.

Council member Richards thanked everyone who voted for him and expressed his appreciation for the opportunity to serve as the past Mayor Pro-tem.

Council member Castro congratulated City Council members on their re-election to office. He also announced that the American Legion will hold a fund raiser on April 19th; proceeds going towards much needed building repairs. He encouraged everyone to go vote on May 22nd.

Council member Adame announced the Alvin Noon Lions Club Casino night on May 18th.

Council member Starkey congratulated City Council members on their re-election. He also cautioned everyone to drive safely and keep an eye out for children, as school will be ending soon.

Mayor Horn expressed his appreciation for City Council and stated that he looks forward to working together in an effort to get projects done.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:28 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Public Services

Contact: Brian Smith, Director

Agenda Item: Consider an award of bid to JDB Services, Inc., for the purchase of stabilized sand for (1) year, in an amount not to exceed \$60,000, with an option to continue for an additional year at the same price and conditions.

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

Summary: Stabilized sand is used as a base material for streets, driveways, setting culverts, and for installation of sewer and water lines. On April 17, 2018, bids were opened to provide stabilized sand for 1 year with option for 1 additional year at the same price and JDB Services was the lowest bidder. Pricing for 1.5 sack stabilized sand to be picked up by the City is \$14.10, and \$18.10 delivered. If ordering a 2.0 sack, the price is \$16.70 if picked up by the City, and \$20.70 delivered. In most cases the City will pick up the material but in some cases the delivery option will be utilized. JDB Services has held the contract for stabilized sand since 2016 with a slight increase in price this bid. Pricing in 2016 for 1.5 sack picked up was \$13.10 vs. \$15.70 delivered and 2.0 sack picked up was \$16.60 vs. \$18.50 delivered. The references for this company have been verified and are satisfactory. The City has used JDB Services for this type of material in the past. Upon approval, an award letter will be sent to the vendor and city departments.

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

312-5501-00-2375,
211-6001-00-2500,

Funding Account: 211-6002-00-2500 **Amount:** \$60,000 **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 5/29/2018 SLH

Supporting documents attached:

- Bid tabulation

Recommendation: Move to award bid to JDB Services, Inc., for the purchase of stabilized sand for (1) year, in an amount not to exceed \$60,000, with an option to continue for an additional year at the same price and conditions.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

CITY OF ALVIN BID TABULATION
STABILIZE SAND
B-18-08

DATE OF BID OPENING TUESDAY, APRIL 17, 2018 2:15PM	BIDDER'S NAME	JDB Services, Inc.		Green Dream International	
		3418 Bliss Meadows		2331 Mill Red, Suite 100	
		Pasadena, Texas 77505		Alexandria, VA 22314	
	QUOTED BY	Jason Beam			
	CONTACT	Jason Beam			
	TELEPHONE	281-331-0927		202-470-4600	
	FAX	281-331-0006		202-204-8444	
PRODUCT		COST PER UNIT PICKED UP	COST PER UNIT DELIVERED	COST PER UNIT PICKED UP	COST PER UNIT DELIVERED
STABILIZED SAND 1.5		\$14.10	\$18.10	\$18.77	\$25.04
STABILIZED SAND 2.0		\$16.70	\$20.70	\$20.91	\$27.18



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Rodriguez Construction Group, LLC., for the 2018 Concrete Pavement and Drainage Project in an amount not to exceed \$696,356.85; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On May 22, 2018, bids were opened for the 2018 Concrete Pavement and Drainage Project, and Rodriguez Construction Group, LLC was the qualified low bidder. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: \$797,000

Contract Amount: \$663,197

5% Contingency: \$33,159.85

Total Amount: \$696,356.85 (\$100,643.15 below budget)

The 2018 Concrete Pavement and Drainage Project consists of the total replacement of the concrete pavement and associated storm sewer improvements on Heisse St. (S. Johnson St. to the east end), Richards St. (S. Johnson St. to the east end), and Kings Ln. (Westfield St. to W. South St.). These improvements were based on recommendations in the 2013 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018

The project is scheduled to start in late June and has a construction time of 120 calendar days.

The \$100,643.15 in excess funds will be returned to the Sales Tax Fund to be used for future street projects. Staff recommends approval.

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

Funding Account: 312-5501-00-9030 **Amount:** \$696,356.85 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** 6/4/2018 SLH

Supporting documents attached:

- Bid Tabulation
- Proposal

Recommendation: Move to award a bid to Rodriguez Construction Group, LLC., for the 2018 Concrete Pavement and Drainage Project in an amount not to exceed \$696,356.85; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

BID TABULATION											
2018 Concrete Pavement and Drainage Project											
				Rodriguez Construction Group LLC		Matula & Matula Construction, Inc.		LG&G Construction, Inc.		Tandem Services,LLC	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Site Demolition Concrete Pavement & Curb Complete in Place	SY	5,964	\$5.75	\$34,293.00	\$3.80	\$22,663.20	\$5.85	\$34,889.40	\$15.00	\$89,460.00
2	6" Concrete Pavement Complete in Place	SY	5,964	\$41.81	\$249,354.84	\$45.90	\$273,747.60	\$45.00	\$268,380.00	\$61.65	\$367,680.60
3	Roadway Excavation & Backfill Complete in Place	CY	515	\$11.50	\$5,922.50	\$26.10	\$13,441.50	\$50.00	\$25,750.00	\$10.00	\$5,150.00
4	8" Lime Stabilized Subgrade 6% Lime Complete in Place	SY	6,380	\$8.92	\$56,909.60	\$5.40	\$34,452.00	\$7.50	\$47,850.00	\$8.70	\$55,506.00
5	Extra Commercial Lime Slurry Complete in Place	TON	40	\$189.75	\$7,590.00	\$176.40	\$7,056.00	\$185.00	\$7,400.00	\$195.00	\$7,800.00
6	Site Demolition Concrete Driveways Complete in Place	SY	1,347	\$8.63	\$11,624.61	\$3.10	\$4,175.70	\$5.85	\$7,879.95	\$15.00	\$20,205.00
7	6" Concrete Driveway Complete in Place	SY	1,347	\$46.00	\$61,962.00	\$82.00	\$110,454.00	\$55.00	\$74,085.00	\$65.00	\$87,555.00
8	Concrete Sidewalk Ramps Single Complete in Place	EA	3	\$1,322.50	\$3,967.50	\$2,686.30	\$8,058.90	\$1,400.00	\$4,200.00	\$1,550.00	\$4,650.00
9	4" Concrete Sidewalk Complete in Place	SY	682	\$51.75	\$35,293.50	\$70.10	\$47,808.20	\$55.00	\$37,510.00	\$70.00	\$47,740.00
10	Storm Junction Box 7' X 5' Cast in Place Complete in Place	EA	1	\$9,200.00	\$9,200.00	\$14,184.00	\$14,184.00	\$23,000.00	\$23,000.00	\$11,050.00	\$11,050.00
11	18" RCP Paved Area Complete in Place	LF	110	\$82.80	\$9,108.00	\$73.00	\$8,030.00	\$125.00	\$13,750.00	\$50.00	\$5,500.00
12	18" RCP Open Area Complete in Place	LF	270	\$59.23	\$15,992.10	\$51.90	\$14,013.00	\$125.00	\$33,750.00	\$43.00	\$11,610.00
13	24" RCP Paved Area Complete in Place	LF	64	\$89.50	\$5,728.00	\$87.30	\$5,587.20	\$125.00	\$8,000.00	\$110.00	\$7,040.00
14	24" RCP Open Area Complete in Place	LF	256	\$69.00	\$17,664.00	\$64.20	\$16,435.20	\$125.00	\$32,000.00	\$85.00	\$21,760.00
15	30" RCP Paved Area Complete in Place	LF	30	\$102.35	\$3,070.50	\$116.70	\$3,501.00	\$125.00	\$3,750.00	\$137.00	\$4,110.00
16	Crushed Stone Base for Temporary Driveways Complete in Place	TON	280	\$40.25	\$11,270.00	\$48.70	\$13,636.00	\$55.00	\$15,400.00	\$50.00	\$14,000.00
17	Storm Water Prevention Complete in Place	LS	1	\$1,724.35	\$1,724.35	\$5,880.00	\$5,880.00	\$6,800.00	\$6,800.00	\$4,000.00	\$4,000.00
18	Mobilization Complete in Place	LS	1	\$46,550.00	\$46,550.00	\$23,520.00	\$23,520.00	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00
19	Trench Safety Complete in Place	LF	770	\$1.15	\$885.50	\$0.90	\$693.00	\$1.55	\$1,193.50	\$3.00	\$2,310.00
20	Concrete Saw Cut Full Depth Complete in Place	LF	200	\$11.50	\$2,300.00	\$7.80	\$1,560.00	\$5.00	\$1,000.00	\$8.00	\$1,600.00
21	Traffic Control Complete in Place	LS	1	\$6,900.00	\$6,900.00	\$22,914.40	\$22,914.40	\$6,500.00	\$6,500.00	\$18,000.00	\$18,000.00
22	Solid Sod St. Augustine Complete in Place	SY	500	\$5.75	\$2,875.00	\$3.80	\$1,900.00	\$9.00	\$4,500.00	\$6.00	\$3,000.00
23	Pavement Marking 24" White Complete in Place	LF	56	\$28.75	\$1,610.00	\$29.40	\$1,646.40	\$45.00	\$2,520.00	\$12.00	\$672.00
24	Adjust Manhole,Inlets,Valve Boxes to Grade Complete in Place	EA	3	\$345.00	\$1,035.00	\$908.10	\$2,724.30	\$800.00	\$2,400.00	\$585.00	\$1,755.00
25	6" Concrete Curb Complete in Place	LF	1,670	\$3.45	\$5,761.50	\$3.90	\$6,513.00	\$25.00	\$41,750.00	\$5.00	\$8,350.00
26	4" Concrete Lay Down Curb Complete in Place	LF	1,760	\$3.45	\$6,072.00	\$3.60	\$6,336.00	\$15.00	\$26,400.00	\$7.00	\$12,320.00
27	Remove Inlet and Replace Type "BB" Storm Inlet Complete in Place	EA	2	\$4,025.00	\$8,050.00	\$5,317.60	\$10,635.20	\$5,500.00	\$11,000.00	\$11,050.00	\$22,100.00
28	Remove and Replace Type "C" Storm Inlet Complete in Place	EA	1	\$3,565.00	\$3,565.00	\$4,964.80	\$4,964.80	\$4,500.00	\$4,500.00	\$5,850.00	\$5,850.00
29	Type "C" Storm Inlet Cast in Place Complete in Place	EA	4	\$2,875.00	\$11,500.00	\$4,964.80	\$19,859.20	\$4,500.00	\$18,000.00	\$3,250.00	\$13,000.00
30	Concrete Pavement Expansion Joints Complete in Place	LF	1,400	\$4.89	\$6,846.00	\$12.20	\$17,080.00	\$2.75	\$3,850.00	\$20.00	\$28,000.00
31	Storm Junction Box 4' X4' Cast in Place Complete in Place	EA	3	\$5,750.00	\$17,250.00	\$3,054.40	\$9,163.20	\$4,500.00	\$13,500.00	\$2,535.00	\$7,605.00
32	Concrete Sidewalk Ramps Double Complete in Place	EA	1	\$1,322.50	\$1,322.50	\$4,039.50	\$4,039.50	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00
TOTAL BID					\$663,197.00		\$736,672.50		\$794,907.85		\$931,878.60

PROPOSAL

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

FROM: **2018 Concrete Pavement and Drainage Project**
Bid No. B- 18-01
Acc. No. 312-5501-00-9030

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

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

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

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

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

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

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

2018 Concrete Pavement and Drainage Project

Heisse Street- Richards Street – Kings Lane

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	5964	S.Y.	Site Demolition Concrete Pavement and Curb Richards St. Heisse St. Kings Lane Complete in place. 02220	\$-----5.75	\$-----34,293.00 Thirty Four Thousand Two Hundred Ninety Three-----Dollars and Zero-----cents
2	5964	S.Y.	6" Concrete Pavement Complete in Place 02751	\$-----41.81	\$-----249,354.84 Two Hundred Forty Nine Thousand Three Hundred Fifty Four-----Dollars and Eighty Four-----cents
3	515	C.Y.	Roadway Excavation And Backfill Complete in place. 02316	\$-----11.50	\$-----5,922.50 Five Thousand Nine Hundred Twenty Two-----Dollars and Fifty-----cents
4	6380	S.Y.	8" Lime Stabilized Subgrade Including 6% Lime Complete in Place 02335	\$-----8.92	\$-----56,909.60 Fifty Six Thousand Nine Hundred Nine-----Dollars and Sixty-----cents
5	40	TON	Extra Commercial Lime Slurry Complete in Place 02335	\$-----189.75	\$-----7,590.00 Seven Thousand Five Hundred Ninety -----Dollars and Zero-----cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	1347	S.Y.	Site Demolition Concrete Driveway Complete in Place 02220	\$-----8.63	\$-----11,624.61 Eleven Thousand Six Hundred Twenty Four-----Dollars and Sixty One-----cents
7	1347	S.Y.	6" Concrete Driveway Complete in Place 02751	\$-----46.00	\$-----61,962.00 Sixty One Thousand Nine Hundred Sixty Two-----Dollars and Zero-----cents
8	3	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single Complete in Place 02751	\$-----1,322.50	\$-----3,967.50 Three Thousand Nine Hundred Sixty Seven-----Dollars and Fifty-----cents
9	682	S.Y.	4" Concrete Sidewalk Complete in Place 02751	\$-----51.75	\$-----35,293.50 Thirty Five Thousand Two Hundred Ninety Three-----Dollars and Fifty-----cents
10	1	EA	Storm Junction Box 7'X5' Cast in Place Kings Lane & South St. Intersection Complete in Place 02632	\$-----9,200.00	\$-----9,200.00 Nine Thousand Two Hundred -----Dollars and Zero-----cents
11	110	L.F.	18" RCP Paved Area Complete in Place 02630	\$-----82.80	\$-----9,108.00 Nine Thousand One Hundred Eight-----Dollars and Zero-----cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
12	270	L.F.	18" RCP Open Area Complete in Place 02630	\$-----59.23	\$-----15,992.10 Fifteen Thousand Nine Hundred Ninety Two Dollars and Ten cents
13	64	L.F.	24" RCP Paved Area Complete in Place 02630	\$-----89.50	\$-----5,728.00 Five Thousand Seven Hundred Twenty Eight Dollars and Zero cents
14	256	L.F.	24" RCP Open Area Complete in Place 02630	\$-----69.00	\$-----17,664.00 Seventeen Thousand Six Hundred Sixty Four Dollars and Zero cents
15	30	L.F.	30" RCP Paved Area Complete in Place 02630	\$-----102.35	\$-----3,070.50 Three Thousand Seventy Dollars and Fifty cents
16	280	TON	Crush Stone Base for Temporary Driveways Complete in Place 02711	\$-----40.25	\$-----11,270.00 Eleven Thousand Two Hundred Seventy Dollars and Zero cents
17	1	L.S.	Storm Water Prevention Complete in Place 01565	\$-----1,724.35	\$-----1,724.35 One Thousand Seven Hundred Twenty Four Dollars and Thirty Five cents
18	1	L.S.	Mobilization Richards St. Heisse St. Kings Lane Complete in Place 01505	\$-----46,550.00	\$-----46,550.00 Forty Six Thousand Five Hundred Fifty Dollars and Zero cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
19	770	L.F.	Trench Safety Complete in Place 01570	\$-----1.15	\$-----885.50 Eight Hundred Eighty Five Dollars and Fifty-----cents
20	200	L.F.	Concrete Saw Cut Full Depth Complete in Place 02751	\$-----11.50	\$-----2,300.00 Two Thousand Three Hundred Dollars and Zero-----cents
21	1	L.S.	Traffic Control Complete in Place 01555	\$-----6,900.00	\$-----6,900.00 Six Thousand Nine Hundred Dollars and Zero-----cents
22	500	S.Y.	Solid Sod St. Augustine Complete in Place 02922	\$-----5.75	\$-----2,875.00 Two Thousand Eight Hundred Seventy Five Dollars and Zero-----cents
23	56	L.F.	Pavement Marking 24" – White Stop Bar Thermal Plastic Complete in Place 02760	\$-----28.75	\$-----1,610.00 One Thousand Six Hundred Ten Dollars and Zero-----cents
24	3	EA.	Adjusting Manholes, Inlets, Valves Boxes to Grade 02633	\$-----345.00	\$-----1,035.00 One Thousand Thirty Five Dollars and Zero-----cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
25	1670	L.F.	6" Concrete Curb Complete in Place 02770	\$-----3.45	\$-----5,761.50 Five Thousand Seven Hundred Sixty One Dollars and Fifty cents
26	1760	L.F.	4" Concrete Lay Down Curb Complete in Place 02770	\$-----3.45	\$-----6,072.00 Six Thousand Seventy Two Dollars and Zero cents
27	2	EA.	Remove Inlet and Replace Type "BB" Storm Inlet Cast in Place Complete in Place 02632	\$-----4,025.00	\$-----8,050.00 Eight Thousand Fifty Dollars and Zero cents
28	1	EA.	Remove and Replace Type "C" Storm Inlet Cast in Place Complete in Place 02632	\$-----3,565.00	\$-----3,565.00 Three Thousand Five Hundred Sixty Five Dollars and Zero cents
29	4	EA.	Type "C" Storm Inlet Cast in Place Complete in Place 02632	\$-----2,875.00	\$-----11,500.00 Eleven Thousand Five Hundred Dollars and Zero cents
30	1400	L.F.	Concrete Pavement Expansion Joints Complete in Place 02751	\$-----4.89	\$-----6,846.00 Six Thousand Eight Hundred Forty Six Dollars and Zero cents
31	3	EA.	Storm Junction Box 4'X4' Cast in Place Complete in Place 02632	\$-----5,750.00	\$-----17,250.00 Seventeen Thousand Two Hundred Fifty Dollars and Zero cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
32	1	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Double Complete in Place 02751	\$-----1,322.50	\$-----1,322.50 One Thousand Three Hundred Twenty Two-----Dollars and Fifty-----cents

TOTAL BID AMOUNT	\$----- 663,197.00	Six Hundred Sixty Three Thousand One Hundred Ninety Seven-----Dollars and Zero-----cents
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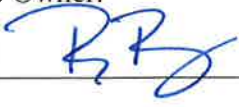
Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

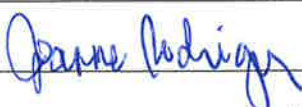
Bidder: Rodriguez Construction Group LLC 

Address: 2647 Jo Ann Street

Stafford, TX 77477

Telephone: 832-539-6130

Date: May 22, 2018

ATTEST: 

Secretary of Corporation Joanne Rodriguez

(Seal of Bidder Corporation)

PROPOSAL

Page 6 of 7

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: Rodriguez Construction Group LLC Date Organized: January 14, 2015

Address: 2647 Jo Ann Street, Stafford, TX 77477 Date Incorporated: January 14, 2015

Number of Years in Contracting Business under Present Name: 3 years

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>See attached work in progress</u>		

Type of work performed by your company: underground utilities and paving

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

Have you ever defaulted on a contract? no

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>See attached completed projects</u>			

Major Equipment Available for this Contract:

Equipment list attached

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

Credit Available: \$ 100,000.00

Bank Reference: Frost Bank - Gloria Kopycinski

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

Executed this 22nd day of May, 2018.



By: Roy Rodriguez

Title: President

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

See attached references

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone



Rodriguez Construction Group LLC
Projects In Progress
as of May 22, 2018

Project	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
TI-Redevelopment Ph 1 Paving & Drainage	Stafford 59 & Airport LP	RPS	\$2,184,500.00	98%	May-18
Southern Colony Lift Station No 2 & Force Main	DR Horton	LJA	\$585,310.00	90%	May-18
Levee Outfall Replacement	Palmer Plantation MUD No 1 & 2	LJA	\$839,014	85%	Jun-18
Sierra Vista Blvd Phase 2, WSD & Paving	Land Tejas Sterling Lakes South, LLC	Manhard	\$1,531,093.00	50%	Jun-18
Sierra Vista Section 4A, WSD	Land Tejas Sterling Lakes South, LLC	Manhard	\$802,007.00	0%	Jun-18
Sierra Vista Section 4B, WSD	Land Tejas Sterling Lakes South, LLC	Manhard	\$911,951.00	0%	Aug-18
Sierra Vista Section 4A, Paving	Land Tejas Sterling Lakes South, LLC	Manhard	\$693,100.00	0%	Aug-18
Sierra Vista Section 4B, Paving	Land Tejas Sterling Lakes South, LLC	Manhard	\$818,500.00	0%	Aug-18



Rodriguez Construction Group LLC
Projects Completed
as of May 22, 2018

Project	Owner	Engineer	Contract Amount	Date Completed
Cinco Ranch NW Sec 15 WSD	Newland Companies	Brown & Gay	\$778,304	Jun-15
Grand Vista Sec 9, 11 & 12 WSD	Taylor Morrison	J A Costanza	\$809,724	Aug-15
Sansbury Blvd WSD/Paving	Fort Bend County	Terra & Assoc	\$1,099,387	Aug-15
Laurel Heights @ Savannah Sec 6, 8 & 9	Lennar Homes	LJA	\$2,269,662	Oct-15
Stafford Run Watershed Improvements	Fort Bend County	Cobb Fendley	\$364,000	Oct-15
Oakcrest North Sec 5, WSD	Lennar Homes	LJA	\$713,490	Oct-15
Shadow Grove Sec 2 & 3 WSD	K B Homes	Jones & Carter	\$1,065,000	May-16
Sterling Lakes Section 20 WSD/Paving	L T Partnership LTD	Jones & Carter	\$3,914,114	Aug-16
North Tracts, WS & Force Main	Newmark Homes	R G Miller	\$496,150	Aug-16
Sterling Lakes Force Main	Iowa Colony Sterling Lakes LTD	IDS	\$525,000	Dec-16
Rodeo Palms Sec 3 WSD	GTM Land Co	EHRA	\$1,033,000	Dec-16
Sedona Lakes Sec 9A & 9B, WSD	Landeavor, LLC	R G Miller	\$777,073	Jan-17
Utility Extension & Lift Station Access Rd	George Foundation	LJA Engineers	\$131,000	Jan-17
Creek Falls Dr Ext No. 1	Johnson Development	Brown & Gay	\$325,670	Feb-17
Almeda Trace Sec 2 WS & Paving	Camillo Properties	JRH Engineering	\$163,790	Feb-17
Shadow Grove Sec 4 & 5 WSD	K B Homes	LJA Engineers	\$543,850	Feb-17
Walnut Creek Sec 13, WSD	Lennar Homes	IDS Engineering	\$733,850	May-17
Bermuda Dunes Villas Ph 4, 5 & 6 WSD/PAV	Camillo Properties	Developer	\$317,700	May-17
Southern Colony Sec 2B, WSD & Paving	DR Horton	LJA	\$987,500	Aug-17
Shadow Grove Sec 6 WSD	KB Homes	LJA	\$422,280	Oct-17
Southern Colony 3A WSD & Paving	DR Horton	LJA	\$1,045,000	Nov-17
Pollard Blvd, WSD	Beazer Homes	LJA	\$419,650	Nov-17
City Park South Sec 4, WSD	DR Horton	AECOM	\$744,000	Nov-17
Grand Vista Sec 20, WSD	Taylor Morrison of Texas Inc.	JA Costanza	\$421,800	Dec-17
Southlake Sec 9 & 10	Perry Homes	LJA	\$726,800	Jan-18
Walnut Creek Sec 17 & 20 WS&D	Lennar Homes	IDS	\$975,000	Jan-18
Stafford Groves Ph 1	Stafford 59 & Airport GP, LLC	Jones Carter	\$947,960	Apr-18
Magnolia Creek Sec 15 WS&D	MHWS Development	LJA	\$711,173	Apr-18
Southern Colony 3B WS&D & Paving	DR Horton	LJA	\$2,153,280	Apr-18
City Park South Sec 5, WSD	DR Horton	AECOM	\$380,245.60	Apr-18



Rodriguez Construction Group LLC
Equipment List
as of May 22, 2018

MAKE	MODEL	TYPE
CASE	580 M SERIES 2 (2007)	RUBBER TIRE BACKHOE
KOMATSU	D65 PX-15EO (2007)	DOZER
KOMATSU	D65PX-12 (1998)	DOZER
KOMATSU	D39 PX (2015)	DOZER
KOMATSU	D39 PX-23 (2015)	DOZER
KOMATSU	D61 PX-23 (2015)	DOZER
HITACHI	ZX330LC (2006)	EXCAVATOR
KOMATSU	PC200LC-6LE (1998)	EXCAVATOR
KOMATSU	PC228USLC-10 (2014)	EXCAVATOR
KOMATSU	PC360LC-10 (2014)	EXCAVATOR
KOMATSU	PC360LC-10 (2015)	EXCAVATOR
KOMATSU	WA320-7 (2014)	LOADER
KOMATSU	WA320-7 (2015)	LOADER
KOMATSU	WA320-7 (2015)	LOADER
BOMAG	BW145PDH-40 (2014)	PADFOOT ROLLER
BOMAG	BW145PDH-5 (2015)	PADFOOT ROLLER
CHAMPION	A471 SUPERPAC	SMOOTH DRUM ROLLER
HAMM	GRW5	9 WHEEL PNEUMATIC ROLLER
INGERSOLL RAND	SPF-48B PADFOOT	PADFOOT ROLLER
BOMAG	MPH 100R	MIXER
JOHN DEERE	570A (1977)	MOTOR GRADER
LAYMOR	SM300 9HC SWEEPMASTER	SWEEPER
KOBELCO	SK55SRX (2012)	TRACK - MINI EXCAVATOR
IHI	IHI-28N (2006)	TRACK - MINI EXCAVATOR
FORD	FORD F700 (1989) RED	WATER TRUCK
INTL	INTL Series 1955 (1986) WHITE	WATER TRUCK
CASE	CASE JX90	TRACTOR
KUBOTA	KUBOTA M7060HD	TRACTOR
KUBOTA	KUBOTA M8200	TRACTOR

Felipe (Philip) G. Rodriguez

1022 Echo Creek Drive,
Missouri City, Texas 77489
Cell: 832-600-7042

Objective

Facilitate in the daily operation of a utility and paving construction company, while ensuring the safety and well being of field personnel.

Work History

- | | |
|-----------------------|--|
| 1970 - 1975 | A.M. Vogel Construction Company
Houston, Texas
Project Foreman
Responsibilities:
*Heavy equipment operation
*Supervise pipe installation on highway projects |
| 1976 -1987 | P & P Construction Company
Stafford, Texas
Partner/Owner
Responsibilities:
*Oversee daily operations of crews
*Secure new work
*Hire all personnel |
| 1987 - 2014 | Allgood Construction Co., Inc.
Richmond, Texas
General Superintendent
Responsibilities:
*Daily coordination of all crews
*Place material orders
*Hire all personnel
*Communicate with field inspectors and engineers
*Manage equipment maintenance and inventory |
| 2015 - Present | Rodriguez Construction Group LLC - Owner |

Personal

Married with 6 children

Roy Rodriguez

6515 Mohave Lane
Richmond, Texas 77469
Home: 281-762-1065
Cell: 281-808-5882
Email: roy@rodgroupllc.com

Objective

Manage the daily operation of a construction company in a manner to provide a quality product in a timely manner.

Education

1982 Graduate Santa Fe High School, Santa Fe, Texas – High School Diploma
1982 – 1984 Alvin Junior College, Alvin, TX - Associates Degree in Mathematics

Work History

January 2015 – Present – Rodriguez Construction Group LLC
Co-Owner, President & Operations Director

1987 – November 2014 - Allgood Construction Company, Inc.
1702 Settegast Ranch Road,
Richmond, TX 77406

Senior Project Estimator

Responsibilities:

- *Estimate and prepare public and private utility and paving bids
- *Project management, including daily coordination of crews
- *Prepare submittals and technical data for approvals
- *Monitor job costs and accounts receivables
- *Interface with Engineers and Clients

1984 – 1987 – P & P Construction Company, Inc.
Stafford, TX 77477
*Estimator
*Project Coordination

Personal

Married with 4 children

Rick M. Rodriguez

4710 Oasis Pt
Katy, Texas 77493
281-371-2568 (home)
832-961-1944 (cell)
Email: rick@rodgroupllc.com

OBJECTIVE

Oversee all field activities to ensure correctness of work installed and assist in providing a safe work site for all field personnel.

EDUCATION

1988 – Graduated from John Foster Dulles High School

EMPLOYMENT HISTORY

Rodriguez Construction Group LLC

January 2015 – Present

Co Owner, Vice President – Field Operations Director

Allgood Construction Company Inc.

June 1987 to December 2014

- ▶ heavy equipment operator – was responsible for laying pipe and preparing areas for concrete pavement (1987-1991)
- ▶ foreman – was responsible for a crew that consisted of 6-8 employees, ordered materials (sand, pipe, concrete, rebar, etc..) responsible for reading blue prints/plans (1992-1998)
- ▶ supervisor – supervises 3-5 crews that consists of 25-45 employees, meets with Engineers, inspectors, Owners, and developers, also supervises 4 foremen's on a daily basis (1999-present)

P & P Construction Company

April 1983 – June 1987

- ▶ mechanics helper – helped the mechanic in repairing machinery and tools also helped the lube driver repair hoses and grease equipment on construction sites
- ▶ construction laborer – helps to install underground utility, such as waterlines, sanitary and drainage also was involved in concrete paving such as streets, driveways and sidewalks

PERSONAL

Married with 2 children



Rodriguez Construction Group LLC Owner/Engineer References

Project	Engineer	Contact	Phone	Contract Amount
City Park South Sec 4, WS&D	AECOM	Garrett Duhon	713-267-2706	\$744,000.00
City Park South Sec 5, WS&D	AECOM	Garrett Duhon	713-267-2706	\$380,245.60
Bermuda Dunes Villas Ph 4, 5 & 6 WS&D & Paving	Camillo Properties	Bob Deviller	281-671-9082	\$317,700.00
Walnut Creek Sec 17 & 20 WS&D	IDS Engineering	Brian Gerould	832-590-7246	\$975,000.00
Walnut Creek Sec 13, WS&D	IDS Engineering	Brian Gerould	832-590-7246	\$733,850.00
Grand Vista Sec 20, WS&D	JA Costanza	Greg Phipps	281-930-9339	\$421,800.00
Stafford Groves Ph 1 WS	Jones Carter	Larry Weppeler	713-777-5337	\$947,960.00
Shadow Grove Sec 6 WS&D	LJA Engineering	Everett Deao	713-953-5017	\$422,280.00
Shadow Grove Sec 4 & 5 WS&D	LJA Engineering	Everett Deao	713-953-5017	\$543,850.00
Levee Outfall Replacement	LJA Engineering	Gary Mensik	713-953-5200	\$839,014.00
Magnolia Creek Sec 15 WS&D	LJA Engineering	John Pickens	713-358-8817	\$711,173.00
Southern Colony Sec 2B, WS&D	LJA Engineering	Michael Rusk	713-953-5181	\$466,500.00
Southern Colony Sec 2B, Paving	LJA Engineering	Michael Rusk	713-953-5181	\$521,000.00
Southern Colony 3A WS&D & Paving	LJA Engineering	Michael Rusk	713-953-5181	\$1,045,000.00
Southern Colony 3B WS&D	LJA Engineering	Michael Rusk	713-953-5181	\$1,324,300.00
Southern Colony 3B Paving	LJA Engineering	Michael Rusk	713-953-5181	\$828,979.76
Southern Colony Lift Station No 2 & Force Main	LJA Engineering	Michael Rusk	713-953-5181	\$585,310.00
Utility Extension & Lift Station Access Rd	LJA Engineering	Michael Rusk	713-953-5181	\$131,000.00
Pollard Blvd, WS&D	LJA Engineering	Taylor Baumgartner	713-953-5039	\$419,650.00
Southlake Sec 9 & 10 WS&D	LJA Engineering	Taylor Baumgartner	713-953-5039	\$726,800.00
Sedona Lakes Sec 9A & 9B, WS&D	R G Miller Engineers	Justin Wagner	713-461-9600	\$777,073.00
TI - Redevelopment Phase 1 Drainage & Paving	RPS Engineering	Don Durgin	281-589-7257	\$2,184,500.00

BID BOND

STATE OF TEXAS 3
3
COUNTY OF BRAZORIA 3

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

Rodriguez Construction Group, LLC, as Principal, and The Guarantee Company of
North America USA, as Surety, are hereby held and firmly bound unto
City of Alvin as Owner in the penal sum of
Five Percent of Amount Bid Dollars (\$ 5% AMT BID) for the

payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 22nd day of May, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to

City of Alvin a certain BID, attached hereto and hereby made a part hereof
to enter into a contract in writing for the
PROJECT: 2018 Concrete Pavement and Drainage Project
BID NO: B-18-01
Acc. NO: 312-5501-00-9030

NOW, THEREFORE:

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

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

Principal: Rodriguez Construction Group, LLC Surety: The Guarantee Company of North America USA

By: 

Roy Rodriguez, President

By: 

Julian McKenzie, Attorney-in-Fact

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



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian McKenzie, Erica A. Cox, Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of May, 2018

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. **IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Strand Electric, for the construction of the 2018 Alvin Decorative Street Lighting Project in an amount not to exceed \$85,348.45; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On May 22, 2018, bids were opened for the 2018 Alvin Decorative Street Lighting Project, and Strand Electric, was the qualified low bidder. Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget:	\$100,000.00
Incurred Design and Bid Preparation	\$ 3,872.46
Balance	\$96,127.54

Contract Amount:	\$77,589.50
10% Contingency:	\$ 7,758.95
Total Amount:	\$85,348.45

The project consists of the installation of nine decorative black metal street lights along the south side of Willis Street from Gordon Street to Taylor Street. These lights will match the existing black metal street lights on the east side of Gordon that are around the Alvin Historic Depot. This is the continuance of the Downtown Revitalization program anchoring Stanton's Retail Center to the Depot.

The project is scheduled to start in June and has a construction time of 60 calendar days. Staff recommends approval.

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

Funding Account: 311-1005-00-9049 **Amount:** \$85,348.45 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** 6/4/2018 SLH

Supporting documents attached:

- Bid Tabulation
- Proposal

Recommendation: Move to award a bid to Strand Electric, for the construction of the 2018 Alvin Decorative Street Lighting Project in an amount not to exceed \$85,348.45; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

BID TABULATION											
2018 Alvin Decorative Street Lighting Project											
				Farmers Alloy DBA Strand Electric		C.F. McDonald Electric, Inc.		Pfeiffer & Son LTD.		Liteco Electric, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	The Electrical Contractor shall provide all electrical materials shown on the electrical plans for this project and all incidental items to allow for a complete and properly operating electrical system at final inspection by the City of Alvin. 9 Lamps on Willis St. Includes all materials, labor and equipment. Complete in place.	L.S.	1	\$77,589.50	\$77,589.50	\$83,469.00	\$83,469.00	\$110,548.00	\$110,548.00	\$113,458.00	\$113,458.00
TOTAL BID					\$77,589.50		\$83,469.00		\$110,548.00		\$113,458.00
ALTERNATE BID ITEMS											
2018 Alvin Decorative Street Lighting Project											
				Farmers Alloy DBA Strand Electric		C.F. McDonald Electric, Inc.		Pfeiffer & Son LTD.		Liteco Electric, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	The Electrical Contractor shall provide all electrical materials shown on the electrical plans for this project and all incidental items to allow for a complete and properly operating electrical system at final inspection by the City of Alvin. 2 Lamps on Hood St. 2 Lamps on Hardie St. Includes all materials, labor and equipment. Complete in place.	L.S.	1	\$31,217.70	\$31,217.70	\$46,469.00	\$46,469.00	\$71,911.00	\$71,911.00	\$55,225.00	\$55,225.00
TOTAL ALTERNATES BID					\$31,217.70		\$46,469.00		\$71,911.00		\$55,225.00
TOTAL OVERALL BID					\$108,807.20		\$129,938.00		\$182,459.00		\$168,683.00

PROPOSAL

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

FROM: **Alvin Decorative Street Light Project**
Bid No. B-18-12
Acc. No. 311-1005-00-9049

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

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

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

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final. The amounts are written in words and figures with the amount in words prevailing.

The undersigned proposal is to complete the work quoted above on or before **60 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

BID ITEMS

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	L.S.	The Electrical Contractor shall provide all electrical materials shown on the electrical plans for this project and all incidental items to allow for a complete and properly operating electrical system at final inspection by the City of Alvin (9) Lamps on Willis Street Includes all materials, labor and equipment. Complete in place	\$ 77,589.50	\$ 77,589.50 \$77,589---Dollars and ---\$0.50---Cents One Lump Sum

Total Base Bid

\$ Seventy Seven Thousand Five Hundred Fifty Nine **Dollars**

and Fifty **Cents**

Alternate Bid Item

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	L.S.	The Electrical Contractor shall provide all electrical materials shown on the electrical plans for this project and all incidental items to allow for a complete and properly operating electrical system at final inspection by the City of Alvin (2) Lamps on Hood Street (2) Lamps on Hardie Street Includes all materials, labor and equipment. Complete in place	\$ 31,217.70	\$ 31,217.70 \$31,217---Dollars and ---\$0.70---Cents One Lump Sum

PROPOSAL

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

Addendum No. 1 Dated N/A Received _____

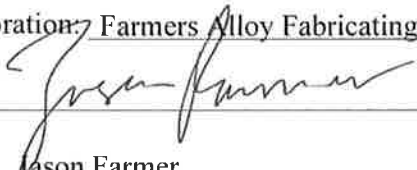
Addendum No. 2 Dated N/A Received _____

Addendum No. 3 Dated N/A Received _____

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

BIDDER:

Name of Corporation: Farmers Alloy Fabricating, Inc.- DBA Strand Electric

Signature: 

Printed Name: Jason Farmer

Title President

Address: 1908 Strand Street

Galveston, Tx 77551

Telephone: 409-356-4960

Date: 05/21/2018

ATTEST: _____

Secretary of Corporation _____

(Seal of Bidder Corporation)

PROPOSAL

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 66,384.00

ALL OTHER CHARGES: \$ 11,205.50

*TOTAL: Base Bid \$ 77,589.50

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Farmers Alloy Fabricating, Inc.

Name of Bidder: DBA -Strand Electric Date Organized: 1920

Address: 1908 Strand Street, Galveston, Tx 77551 Date Incorporated: 1946

Number of Years in Contracting Business under Present Name: 98 Years

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
Port Royal Condos (Corpus Christi)	2.5 mil	07/01/2018
TX A&M WWTP	750k	06/01/2018
The Emerald By the Sea Remnovation	50k	06/01/2018
Oxiteno Plant New Construction	250k	06/01/2018

Type of work performed by your company: Electrical

Have you ever failed to complete any work awarded to you? Never

Have you ever defaulted on a contract? Never

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
Preferred Freezer	1.9M	4/2017	Yes
Port of Galveston BMW	600k	3/2016	Yes
Circle K #2703594	450k	6/2017	Yes
Katies Seafood	200k	9/2017	Yes

Major Equipment Available for this Contract:

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

Credit Available: \$ _____

Bank Reference: _____

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

Executed this _____ day of _____, 2018 _____.

By: _____

Title: _____

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

Alex Dine (Preferred Freezer)
Name
Victory Unlimited Construction, LLC
Address
6831 E. 32nd Street, Suite 300, Indianapolis, IN 46226
City, State, Zip
317-677-4782
(Area) Phone

Erick Gaona -(A&M-Vaughn)
Name
1028 Broadway
Address
Galveston, Texas 77550
City, State, Zip
832-649-1082
(Area) Phone

Sandy J. Sabatier -(BMW)
Name
Senior Purchasing Agent/Contract Administration
Port of Galveston
Address
Galveston, Tx 77550
City, State, Zip
409-766-6181
(Area) Phone

INSERT A

CORPORATE RESOLUTION

CONSENT IN LIEU OF DIRECTORS' MEETING

IN THIS

LOCATION

BID BOND

STATE OF TEXAS >
 >
COUNTY OF BRAZORIA >

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

Farmers Alloy Fabricating, Inc., as Principal, and _____

Hartford Fire Insurance Company, as Surety, are hereby held and firmly bound unto

City of Alvin as Owner in the penal sum of

Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B.) for the

payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 22nd day of May, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted to

City of Alvin a certain BID, attached hereto and hereby made a part hereof

to enter into a contract in writing for the

PROJECT: Alvin Decorative Street Light Project

BID NO: B-18-12

Acc. NO: 311-1005-00-9049

NOW, THEREFORE:

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

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

Principal: Farmers Alloy Fabricating, Inc. Surety: Hartford Fire Insurance Company

By: _____

By: 
Nikole Jeannette, Attorney-In-Fact

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 46-504809 & 61-613558

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Joni Bowen Maness, Kristi Lovett, Ashley Britt, Robert C. Davis, Jennie Goonie, Rita G. Gulizo, Nikole Jeannette, Barry K. McCord, David G. Miclette, David T. Miclette, Tabitha Starkey, Susan Zapalowski of Fort Smith AR, New Orleans LA and of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **May 22, 2018** Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Texas Pride Utilities, LLC., for the South Park Utility Replacement Project in an amount not to exceed \$250,000; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On May 29, 2018, bids were opened for the South Park Utility Replacement Project, and Texas Pride Utilities, LLC was the qualified low bidder. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: \$250,000.00

Contract Amount: \$221,428.50

Alternate Bid Items: \$ 14,300.00 (Sewer clean-outs, sewer open cut point repair, and fence repair)

Contingency: \$ 14,271.50

Total Amount: \$250,000.00

The South Park Utility Replacement Project consists of the replacement of approximately 2,000 linear feet of existing 2.5" waterline with 6" PVC waterline, along with new fire hydrants, valves, and service leads along South Park Drive. The project will also replace approximately 2,000 linear feet of old 6" clay sanitary sewer line with 6" HDPE pipe and new sanitary sewer manholes. These water improvements will provide adequate fire protection and water pressure for all residents in the subdivision and the sewer improvements will eliminate inflow and infiltration into the City's system.

The project is scheduled to start in late June and has a construction time of 90 calendar days.

This project will be 100% funded by the Community Development Block Grant (CDBG) that was awarded to the City on January 18, 2018, and was one of the projects identified in the 2015 Utility Master Plan that was done by Freese and Nichols. Staff recommends approval.

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

Funding Account: CDBG Grant **Amount:** \$250,000 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** 6/4/2018 SLH

Supporting documents attached:

- Bid Tabulation
- Proposal

Recommendation: Move to award a bid to Texas Pride Utilities, LLC., for the South Park Utility Replacement Project in an amount not to exceed \$250,000; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

BID TABULATION													
South Park Utility Replacement Project													
				Texas Pride Utilities, LLC		Reliance Construction Services, L.P.		T Construction, LLC		IPR South Central, LLC		Horseshoe Construction, INC.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pipe Bursting 6" Sanitary Sewer with 8" I.D. Sanitary Sewer, 0 to 8 feet deep.	L.F.	2,850	\$28.00	\$79,800.00	\$36.00	\$102,600.00	\$29.00	\$82,650.00	\$27.00	\$76,950.00	\$40.00	\$114,000.00
2	Sanitary Service Connections (By Excavation) 4" and 6".	EA.	52	\$350.00	\$18,200.00	\$670.00	\$34,840.00	\$525.00	\$27,300.00	\$400.00	\$20,800.00	\$525.00	\$27,300.00
3	Clean & Survey Television Inspection of all 6" Sanitary Sewer Lines pre & post construction.	L.S.	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$11,250.00	\$11,250.00	\$11,500.00	\$11,500.00	\$17,000.00	\$17,000.00
4	Trench Safety.	L.F.	850	\$0.01	\$8.50	\$0.01	\$8.50	\$2.00	\$1,700.00	\$5.00	\$4,250.00	\$1.00	\$850.00
5	Mobilization.	L.S.	1	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00
6	Install Sanitary Sewer Manhole. 0 to 8 feet deep.	EA.	2	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$4,800.00	\$9,600.00	\$4,200.00	\$8,400.00	\$3,200.00	\$6,400.00
7	Supply and install 6" C-900 PVC Water Pipe and Pipe Bore.	L.F.	1,710	\$42.00	\$71,820.00	\$37.00	\$63,270.00	\$36.50	\$62,415.00	\$45.00	\$76,950.00	\$45.00	\$76,950.00
8	Supply and install 6" Water Pipe Accessories including all bends, wyes, crosses, plugs & clamps, reducers and tees - Mechanical Joint.	L.S.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
9	Supply and install cement stabilized sand - 1.5 sack per ton.	TON	10	\$50.00	\$500.00	\$30.00	\$300.00	\$48.00	\$480.00	\$32.00	\$320.00	\$32.00	\$320.00
10	Project Identification signage	L.S.	1	\$800.00	\$800.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$950.00	\$950.00
11	Supply and install fire hydrant and fire hydrant assembly - includes hydrant, lead, tee, valve and blocking.	EA.	3	\$3,200.00	\$9,600.00	\$3,150.00	\$9,450.00	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00	\$5,050.00	\$15,150.00
12	Supply and install 6" gate valves and boxes.	EA.	1	\$1,200.00	\$1,200.00	\$450.00	\$450.00	\$1,600.00	\$1,600.00	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00
13	Supply and install 10" x 6" TS&V with box.	EA.	2	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$4,375.00	\$8,750.00	\$6,500.00	\$13,000.00	\$6,450.00	\$12,900.00
14	Water Service Lines - SDR 9 Polyethelene. Long side only. Double.	EA.	15	\$500.00	\$7,500.00	\$1,290.00	\$19,350.00	\$1,600.00	\$24,000.00	\$2,000.00	\$30,000.00	\$1,950.00	\$29,250.00
15	Water Service Lines - SDR 9 Polyethelene. Short side only. Double.	EA.	11	\$400.00	\$4,400.00	\$734.00	\$8,074.00	\$650.00	\$7,150.00	\$1,800.00	\$19,800.00	\$1,800.00	\$19,800.00
16	Solid Sod - St. Augustine	S.Y.	800	\$1.00	\$800.00	\$2.00	\$1,600.00	\$2.75	\$2,200.00	\$3.00	\$2,400.00	\$5.00	\$4,000.00
17	Traffic Control	L.S.	1	\$600.00	\$600.00	\$100.00	\$100.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
18	Storm Water Prevention	L.S.	1	\$800.00	\$800.00	\$200.00	\$200.00	\$3,700.00	\$3,700.00	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00
19	Cut, Plug and abandon all existing water pipe.	L.S.	1	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$11,000.00	\$11,000.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00
20	Water Service Lines - SDR 9 Polyethelene. Short side only. Single.	EA.	1	\$600.00	\$600.00	\$550.00	\$550.00	\$650.00	\$650.00	\$975.00	\$975.00	\$975.00	\$975.00
TOTAL BASE BID					\$221,428.50		\$275,892.50		\$286,445.00		\$329,095.00		\$363,145.00
ALTERNATE BID ITEMS													
				Texas Pride Utilities, LLC		Reliance Construction Services, L.P.		T Construction, LLC		IPR South Central, LLC		Horseshoe Construction, INC.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Sanitary Sewer Service Clean-Out	EA.	12	\$400.00	\$4,800.00	\$365.00	\$4,380.00	\$380.00	\$4,560.00	\$1,000.00	\$12,000.00	\$500.00	\$6,000.00
A2	Point Repair on 6" through 8" Sanitary Sewer up to 8 feet Deep	L.F.	250	\$36.00	\$9,000.00	\$50.00	\$12,500.00	\$25.50	\$6,375.00	\$180.00	\$45,000.00	\$190.00	\$47,500.00
A3	Fence Repair	L.F.	100	\$5.00	\$500.00	\$12.00	\$1,200.00	\$12.00	\$1,200.00	\$17.00	\$1,700.00	\$18.00	\$1,800.00
TOTAL ALTERNATE ITEMS BID					\$14,300.00		\$18,080.00		\$12,135.00		\$58,700.00		\$55,300.00
TOTAL OVERALL BID					\$235,728.50		\$293,972.50		\$298,580.00		\$387,795.00		\$418,445.00

PROPOSAL

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

FROM: **South Park Utility Replacement Project**
Bid No. B- 18-02
Acc. No. N/A

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **90 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

South Park Utility Replacement Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	2,850	L.F.	Pipe Bursting 6-Inch Sanitary Sewer with 8-Inch I.D. Sanitary Sewer 0 To 8 Foot Deep Complete in Place. 02535	\$ 28.00	\$ 79,800.00
2	52	EA.	Sanitary Service Connections (By Excavation) 4" and 6" Complete in Place. 02531	\$ 350.00	\$ 18,200.00
3	1	L.S.	Clean & Survey Television Inspection of all 6" Sanitary Sewer Lines Pre & Post Construction Complete in Place 02535	\$ 5000.00	\$ 5000.00
4	850	L.F.	Trench Safety Complete in Place 01570	\$.01	\$ 8.50
5	1	L.S.	Mobilization Complete in place 01505	\$ 3000.00	\$ 3000.00

PROPOSAL

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	2	EA.	Install Sanitary Sewer Manhole. 0 To 8 Foot Deep Complete in Place. 02530	\$ 3000. ⁰⁰	\$ 6000. ⁰⁰
7	1710	L.F.	Supply and Install 6"C-900 PVC Water Pipe & Pipe Bore Complete in Place 02510	\$ 42. ⁰⁰	\$ 71,820. ⁰⁰
8	1	L.S.	Supply and Install 6" Water Pipe Accessories Including all Bends, Wyes, Crosses, Plugs & Clamps, Reducers and Tees Mechanical Joint Complete in Place 02510	\$ 1000. ⁰⁰	\$ 1000. ⁰⁰
9	10	TON	Supply and Install Cement Stabilized Sand 1.5 Sack Per Ton Complete in Place 02252	\$ 50. ⁰⁰	\$ 500. ⁰⁰
10	1	L.S.	Project Identification Sign Complete in Place 01580	\$ 800. ⁰⁰	\$ 800. ⁰⁰

PROPOSAL

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
11	3	EA.	Supply and Install Fire Hydrant and Fire Hydrant Assembly Includes Fire Hydrant, Lead, Tee, Valve and Blocking Complete in Place 02514	\$ 3200.00	\$ 9600.00
12	1	EA.	Supply and Install 6" Gate Valves and Boxes. Complete in Place 02510	\$ 1200.00	\$ 1200.00
13	2	EA.	Supply and Install 10" X 6" TS&V With Box Complete in Place 02540	\$ 4000.00	\$ 8000.00
14	15	EA.	Water Service Lines SDR 9 Polyethylene Long Side Only Double Complete in Place 02515	\$ 500.00	\$ 7500.00
15	11	EA.	Water Service Lines SDR 9 Polyethylene Short Side Only Double Complete in Place 02515	\$ 400.00	\$ 4400.00

PROPOSAL

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
16	800	S.Y.	Solid Sod St. Augustine Complete in Place 02922	\$ 1.00	\$ 800.00
17	1	L.S.	Traffic Control Complete in Place 01555	\$ 600.00	\$ 600.00
18	1	L.S.	Storm Water Prevention Complete in Place 01566	\$ 800.00	\$ 800.00 Dollars and 0 cents
19	1	L.S.	Cut and Plug and Abandon all existing Water Pipe All Sizes 02510	\$ 1800.00	\$ 1800.00 Dollars and 0 cents
20	1	EA.	Water Service Lines SDR 9 Polyethylene Short Side Only Single Complete in Place 02515	\$ 600.00	\$ 600.00

PROPOSAL

Total Bid \$ Two hundred twenty one thousand four hundred ~~two~~ twenty eight **Dollars**

And fifty Cents

(221,428.⁵⁰)

ALTERNATE BID ITEMS

A1	12	EA.	Sanitary Sewer Service Clean Out Complete in Place 02531	\$ <u>400.⁰⁰</u>	\$ <u>4800.⁰⁰</u>
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A2	250	L.F.	Point Repair on 6" thru 8" Sanitary Sewer up to 8' Deep. Complete in Place 02530	\$ <u>36.⁰⁰</u>	\$ <u>9000.⁰⁰</u>
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A3	100	L.F.	Fence Repair Complete in Place	\$ <u>5.⁰⁰</u>	\$ <u>500.⁰⁰</u>
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PROPOSAL

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

Addendum No. 1 Dated U/A Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

BIDDER:

Name of Corporation: Texas Pride Utilities, LLC

Signature: 

Printed Name: Luis Guerra

Title Managing Member

Address: 725 Carby Rd

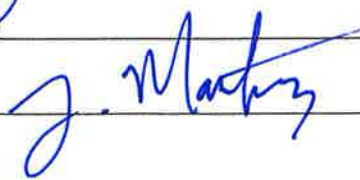
Houston TX 77037

Telephone: 832.607.0707

Date: 5/29/18

E-Mail: lgtxaspride@yahoo.com

ATTEST: 

Secretary of Corporation 

(Seal of Bidder Corporation)

PROPOSAL

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 82,500.⁰⁰

ALL OTHER CHARGES: \$ 138,928.⁵⁰

*TOTAL: \$ 221,428.⁵⁰

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: Texas Pride Utilities Date Organized: 10.30.13

Address: 725 Carby Rd Date Incorporated: 10.30.13
Houston tx 77037

Number of Years in Contracting Business under Present Name: 5

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>Baytown Annual contract</u>	<u>1,000,000</u>	<u>8/1/18</u>
<u>City of Houston force main</u>	<u>927,000</u>	<u>7/15/18</u>

Type of work performed by your company: Pipe bursting, CIPP
open cut installation of water & sewer.

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

Have you ever defaulted on a contract? No

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

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>**Please see attachment Exhibit "A" **</u>			

Major Equipment Available for this Contract:

** Please see exhibit "B" **

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

Credit Available: \$ 1,000,000

Bank Reference: Adan Alonso BBVA Bank
281-363-8812

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

Executed this 29 day of May, 2018.


By: Luis Guerra

Title: Managing Member

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

Please see "exhibit A" for full list.

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

" Exhibit A "

PROJECT COMPLETED LAST 4 YEARS WITH CONTACT INFORMATION

Projects Completed 2017						
Project Name	Location	Scope	Duration	Project Cost	Contact Name/Title	Organization/Owner
MUD 15 Sanitary sewer rehab	Houston, TX	2000' of pipe bursting	10/2017-11/2017	\$ 150,000.00	Michael Richards/Construction Mng	RG Miller
Grand Harbor Bay CIPP	Willis TX	336' CIPP of 24" storm outfall	07/2017-08/2017	\$ 45,000.00	Michael Kemp/Managers	HCS Group
Pelican Bay CIPP/Point Aquarius	Willis TX	400' CIPP of 24" storm outfall	08/2017-09/2017	\$ 80,000.00	Web Patterson/Utility Manager	Huitt Zollar
City of Baytown Pelly Pelly Pipebursting	Baytown, TX	5000' of Pipebursting	03/2017-07/2017	\$ 342,000.00	Kevin Powell/ Utility Director	City of Baytown
Sienna Plantation Waterline	Missouri City, TX	20" waterline 1500' by open cut	05/2017-07/2017	\$ 242,000.00	Chad Hablinsky/Engineer	Costello
City of Victoria Utility Replacement	Victoria TX	10,000 sewer replacement by Open Cut, CIPP, Pipebursting	08/2016-08/2017	\$ 890,000.00	Darrel Seibert/City Engineer	City of Victoria
MOC emergency repairs	Houston, TX	500' of CIPP 8-18	06/2017-08/2017	\$ 80,000.00	Daniel Edgar	MOC
City of Rosenberg Misc Waterline Replacement	Rosenberg, TX	7,000' of waterline replacement	05/2016-04/2017	\$ 550,000.00	Kelly Kalluza/Engineer	Kelly Kalluza and Associa
Dowdell Forcemain replacement	Houston, TX	3000' of force main replacement by open cut	05/2016-08/2017	\$ 265,000.00	Andres Juanrez/Engineer	Van de Wilde and Vogler
Chelford City MUD CIPP	Houston, TX	20,000' of CIPP and Pipe bursting	05/2016-06/2017	\$ 1,783,000.00	Taylor Reed/Engineer	Van de Wilde and Vogler
SAWS Rigsby Emergency Repair CIPP	San Antonio, TX	1400' of CIPP 30"	02/2017-05/2017	\$ 1,080,000.00	Ramon Guerra/ SAWS Senior Insp.	SAWS
Postwood MUD CIPP and Pipebursting	Houston, TX	5000' of CIPP, Pipe bursting and Point repair	08/2016-03/2017	\$ 323,000.00	Paris Lake/ Engineer	LAN Engineers
Outfall Rehabilitation EPO	Houston, TX	4 Storm water outfall repairs by CIPP	09/2016-04/2017	\$ 200,000.00	Patrick Sandwich/ Project Manager	Seyern Trent
2017 Annual Sanitary rehabilitation	Baytown, TX	20,000' of Pipebursting	10/2016-08/2017	\$ 1,000,000.00	Kevin Powell/ Utility Director	City of Baytown
SAWS 2016 Sanitary Sewer Lateral and Reap	San Antonio, TX	Lateral repairs and new installation, concrete, asphalt 80%	07/2016-03/2017	\$ 740,000.00	Rene Ybarra/ Project Manager	SAWS

Projects Completed 2016						
Cornerstone Mud Rehabilitation	Houston, TX	4000' of CIPP	10/2016-12/2016	\$ 132,000.00	Dennis Hughes/ Engineer	Landev Engineers
Reen Road Mud Sanitary Rehab	Houston, TX	5000' of CIPP	10/2016-12/2016	\$ 192,000.00	William Regner/ Engineer	Van de Wilde and Vogler
Mud 18 CIPP	Houston, TX	20,000' of CIPP	06/2016-12/2016	\$ 541,000.00	Ross Crawford/ Const Manager	AIE Engineers
Dowdell PUD waterline to serve Grand Parkw	Spring, TX	Install 9,000' of 12" waterline	07/2016-09/2016	\$ 616,500.00	Mike Richardson/ Manager	R.G. Millers Engineers
City of Pearland Mclean Rd	Pearland, TX	Replace manholes and deep sanitary sewer	08/2016-09/2016	\$ 80,000.00	John Hines/ Director of Utilities	City of Pearland
City of Houston Contract 4257-143-09	Houston, TX	12,000' Pipebursting back lot easements	05/2016-08/2016	\$ 552,000.00	Steven Ham/General Manager	Portland Utilities
City of Houston Services Sherman	Houston, TX	Relocate sanitary sewer laterals for 68 properties	03/2016-07/2016	\$ 374,500.00	David Edralin/Senior Inspector	City of Houston
Timberlane Sanitary sewer rehab	Spring, TX	14,000' CIPP	04/2016-08/2016	\$ 570,000.00	William Regner/ Engineer	Van de Wilde and Vogler
City of Ganado Emergency Project	Ganado, TX	1,700 CIPP and Pipebursting 8"	06/2015-06/2016	\$ 107,000.00	Curtis Martin/ Director of PW	City of Ganado
2016 Annual Sanitary sewer rehabilitation W/	Baytown, TX	20,000' of Pipebursting 8-12"	03/2016-10/2016	\$ 1,000,000.00	Kevin Powell/ Utility Director	City of Baytown
Airline Improvement District Lillia Force Main	Houston, TX	10,000 lf of open cut/trenchless construction Force Main 6"	02/2016-07/2016	\$ 922,000.00	Marvin Cleve/ harris county manager	Harris county
City of Houston neighborhood Impr 65-4	Rice Village	Open Cut/Bored sewer pipe replacement/ services 2,000' of	08/2015-04/2016	\$ 850,000.00	Susan Santos/ Harris County Engineer	Harris county
Bridgestone MUD above and beyond Waterlir	Spring, TX	12" waterline extension 800' 8-12"	12/2015-01/2016	\$ 85,000.00	Henry Happe/Director	Calco Contracting
Mason Vista LTD	Katy, TX	12" waterline extension 600' 8-12"	12/2015-01/2016	\$ 82,000.00	Nate Davis/ Engineer	Calco Contracting
City of Houston contract 4257-144 rehab	Houston, TX	20,000' sewer rehab by Pipebursting/manholes	12/2015-12/2016	\$ 820,000.00	Pat Carrigan/ Engineer	Jones and Carter
MUD 144 Sanitary rehab	Katy, TX	20 Point repairs	01/2016-02/2016	\$ 70,000.00	Steven Ham/General Manager	AI Lindsey
WCID No 50 sewer rehab	EL Lago, TX	19,000' sewer rehab Pipe bursting/CIPP 6-12"	02/2016-12/2016	\$ 791,000.00	Dennis Eby/Engineer	Portland Utilities
Sunbelt sewer rehab/Oakwilde	Houston, TX	9000' sewer rehab by Pipe bursting 6"/manholes	02/2016-05/2016	\$ 485,000.00	Jack Flores/Engineer	Eby Engineers
Tenaris 10" Force Main	City of Bay City, TX	17000' of open cut force main 10"/maholes	06/2015-03/2016	\$ 1,050,000.00	Jesus Sanchez/Engineer	A&S Engineers

Project 2015						
Project Name	Location	Scope	Duration	Project Cost	Contact Name/Title	Organization/Owner
City of Bay City Annual water and sewer repair	City of Bay City	Replace and rehab over 10,000' of water and sewer 6-12"	06/2014-05/2015	\$ 1,132,000.00	Barry Calhoun/Public Works Director	City of Bay City
SAWS large and Small D. rehab by CIPP variou	San Antonio	Open cut/point repairs/reconnections/ concrete/Asphalt	02/2015-11/2015	\$ 829,500.00	Sam Cocke/Project Manager	IPR/ City of Houston
City of Houston Contract 4257-134	City of Houston TX	5000' of pipebursting/rmh/s/service reconnections 8-12"	02/2015-08/2015	\$ 205,000.00	Robert Smith/Operations Manager	Portland Utility/ CoH
City of Houston Contract 4258-58	City of Houston TX	Point repairs/Manholes	02/2015-03/2015	\$ 127,000.00	Gary Sherrill/Project Manager	IPR/ City of Houston
City of Richmond 16" waterline hiway 762	Richmond TX	800' of 16" waterline	03/2015-03/2015	\$ 85,000.00	Kelly Kalluza/Engineer	Kelly Kalluza and Associa

"Exhibit B"

Equipment's Assets Added 2013-2014

Date	Equipment	Year	Purchased From	Hours	Make	Miles	Length	Condition
11/7/2013	20' Trailer BIG TEX	2011	BIG TEX		BIG TEX			Fair
11/7/2013	2000 Ford F350 Silver	2000	Private Seller		Ford	191000		fair
11/10/2013	kubota kx91-3s2 g8	2013	Kubota	1070	Kubota			excellent
11/10/2013	kubota kx91-3s2 m9	2013	Kubota	900	Kubota			excellent
11/12/2013	Dodge Ram blue 3500 Dually	2007	Private Seller		Dodge	150000		fair
11/12/2013	Big Tex Dump Trailer	2013	BIG TEX		BIG TEX	0		excellent
11/19/2013	Dodge ram black 3500	2002	Private Seller		Dodge	172000		fair
11/20/2013	40' Gooseneck BIG TEX	2013	BIG TEX		Big Tex		40'	excellent
2/24/2014	Ford F250	1999	Private Seller		Ford	192544		Fair
4/16/2014	bobcat t300	2005	Lewis Machinery	2100	John Deere			good
5/16/2014	International 4500	1993	BIDADOO		International	73655		good
5/21/2014	Wacker roller compactor rd25	2005	Dallas rental Service		Wacker			good
5/23/2014	Caterpillar 311 R10	2005	Q.U.E	6211	Caterpillar			good
5/27/2014	llaire 125 MS Number hlr23 compress	2008	soung nguyen	23500	Sullaire			good
6/10/2014	McElroy Pipe Fuser 618	2007	Fabrication plus	621	McElroy			good
6/10/2014	Stanley dh3500 gam24 breaker	2013	Neon Material		Standley			excellent
6/10/2014	CP40 Allison Milling machine	2005	mydirtboy	567	Allison			fair
6/13/2014	Dodge Ram red 3500 flatbed	2007	Powe Motors		Dodge	212000		fair
6/16/2014	Lombardi Asphalt Paver	2001	Rondo		Lombardi			fair
7/15/2014	Pipe Bursting Hammer	2013	Ritchie Bros		Hammerhead			excellent
7/1/2014	1999 Ford F250 Gray	1999	John Johnson		Ford	201111		Fair
8/5/2014	kubota kx161-3 a12	2007	Kurtz Trading	1800	Kubota			good
8/14/2014	Gundowinch rw10 and hammer	2013	JJ Brenham	335	TT Technologies			excellent
10/13/2014	komatsu 140 #gb14	2001	Bill Pozden	1900	Komatsu			fair
10/20/2014	John Deere 310G	2007	Harris County Rentals	3150	John Deere			excellent
10/20/2014	kubota kx91 3s2 am20	2007	McGrew Equipment	2200	Kubota			good
10/29/2014	kubota u35 ss #ga17	2005	Witcher Auctions	1330	Kubota			good
12/2/2014	kubota kx91-3s2 h15	2005	Amercian Rental Center	900	Kubota			good
12/3/2014	caterpillar 252	2012	LSR	1200	Caterpillar			excellent
12/11/2014	20' Trailer BIG TEX	2013	Texas Pride Trailer		Texas Pride Trailer		20'	excellent
12/22/2014	20' Trailer country side	2014	Countryside		Countryside		20'	excellent
12/22/2014	20' Trailer country side	2014	Countryside		Countryside		20'	excellent
12/31/2014	Komatsu 50	2007	LSR	2500	Komatsu			good
12/31/2014	20' Dump trailer BIG TEX	2013	BIG TEX		Big Tex		20'	excellent

12/31/2014	20' Dump trailer BIG TEX	2013	BIG TEX	Big Tex	20'	excellent
12/31/2014	20' Trailer BIG TEX	2013	Private Seller	Big Tex	20'	excellent
12/31/2014	30' Texas Pride	2014	Texas Pride	Texas Pride	30'	excellent
12/31/2014	Gold Dodge Ram 3500	2011	Private Seller	Dodge	78500	good
12/31/2014	Trench Safety Box		United Rentals	United Rentals		good
12/31/2014	hammer breaker	2014	United Rentals	Hammerhead		excellent
12/31/2014	Atlas Alco Compressor	2009	Ritchie Bros	Atlas Copco	2855	good
12/31/2014	Sullaire 375 Compressor	2012	Ritchie Bros	Sullaire	4665	excellent
12/31/2014	Trench Safety Box		Ritchie Bros	United Rentals		good
12/31/2014	Trench Safety Box		Ritchie Bros	United Rentals		good

Equipment assets Added 2015

Date	ITEM	Year	Purchase from	Make		
12/15/2015	Kubota kx 018	2015	Lansdowne Moody	Kubota		excellent
12/12/2015	John Deere Excavator 230C LC	2006	Barrier Equipment	John Deere	211	good
12/8/2015	McElroy 412 Fusion Machine	2012	Ritchie Bros	McElroy	5996	excellent
12/1/2015	dodge truck	2008	oilfield services	dodge	355	good
12/1/2015	dodge truck	2008	oilfield services	dodge		good
11/12/2015	2 Trailers	n/a	Ritchie Bros	Custom		good
11/4/2015	TT Technologies Hammer	2015	TT Technologies	TT Technologies	0	excellent
10/24/2015	Black Dodge 1500	2011	Conception Auto Sales	Conception Auto Sales		excellent
10/23/2015	Trench Safety Box	n/a	United Rentals	United Rentals		excellent
9/28/2015	20' utility trailer	2015	Countryside trailers	countryside Trailers	20'	excellent
9/10/2015	Peterbuilt trailer	2015	Ritchie Bros	Ritchie Bros		excellent
9/8/2015	Encira office trailer	2013	Ritchie Bros	Ritchie Bros	24'	excellent
9/3/2015	White dodge 3500	2015	Helfman Dodge	Dodge		excellent
8/13/2015	20' trailer	2015	Countryside trailers	countryside Trailers	20'	excellent
8/1/2015	Black Dodge 1500	2015	Helfman Dodge	Dodge		excellent
7/15/2015	Kubota KX80	2015	Lansdowne Moody	Kubota	284	excellent
7/10/2015	Dodge 3500 Gray	2008	Private owner	Dodge		good
7/6/2015	Kubota kx018	2015	Lansdowne Moody	Kubota	366	excellent
6/29/2015	Sullaire Compressor	n/a	Ritchie Bros	sullaire	3688	good
6/23/2015	Sullaire Compressor	2008	United Rentals	Sullaire	3741	fair
6/22/2015	Trench Safety Box	n/a	United Rentals	United Rentals		good
6/9/2015	Komatsu Excavator pc228	2005	4m Iron	Komatsu	6855	good

5/21/2015	International Dump Truck	2005	Truck site		International	excellent
4/16/2015	Volvo ec88 excavator	2012	Ritchie Bros	955	Volvo	excellent
3/24/2015	International Dump Truck	2005	Enrique Guerra		International	good
3/3/2015	JLG forklift	2010	Ritchie Bros	384	JLG	excellent
2/26/2015	Hammerhead hammer	n/a	Ditch Witch Houston		Hammerhead	excellent
2/18/2015	Hammerhead winch b10	2014	Hammerhead	396	Hammerhead	excellent
2/18/2015	hammerhead expander	n/a	hammerhead		Hammerhead	excellent
2/12/2015	Arrowboards	n/a	Ritchie Bros		n/a	excellent
2/12/2015	atlas copco and ingresol rand	2010	Ritchie Bros	855	Atlas Copco	good

Equipment Assets added 2016

12/5/2016	BOBCAT Excavator 80	2012	United Rentals	600	Bobcat	Excellent
12/5/2016	BOBCAT Excavator 80	2012	United Rentals	615	Bobcat	Excellent
11/14/2016	John Deere 310JS	2010	Ritchie Bros	1110	John Deere	Excellent
11/14/2016	John Deere 310JS	2010	Ritchie Bros	927	John Deere	Excellent
11/14/2016	Ingresoll Rand Compressor 185	UNK	Ritchie Bros	3251	Ingresoll Rand	Fair
11/14/2016	Sullaire Compressor 375	2012	Ritchie Bros	2155	Sullaire	Good
11/14/2016	Chevy 1500	2012	Private Seller		Chevy 1500	Good
10/28/2016	Kubota kx91	2013	Landsdown Moody	3255	Kubota	Good
10/27/2016	Kubota kx91	2013	Landsdown Moody	3121	Kubota	Good
10/26/2016	Kubota kx018	2016	Landsdown Moody	0	Kubota	Excellent
7/18/2016	Dodge 3500 White	2006	Private Seller		Dodge	Fair
7/8/2016	International 4500 Reefer	2012	Penske		International	Good
6/30/2016	Kubota KX091	2016	Landsdown Moody	0	Kubota	Excellent
6/30/2016	Kubota KX091	2016	Landsdown Moody	0	Kubota	Excellent
6/23/2016	Doosan Compressor 375	2012	Ritchie Bros	6522	Doosan	Good
5/15/2016	Dodge 2500 Gray	2016	Helffman Dodge		Dodge	Excellent
5/9/2016	Countryside 20' utility trailer	2016	Countryside		Countryside	Excellent
5/9/2016	Kubota kx091	2016	Landsdown Moody	0	Kubota	Excellent
5/9/2016	Sterling Camel Combo	2007	link international			Excellent
5/6/2016	Countryside 20' utility trailer	2016	Countryside		Countryside	Excellent
5/4/2016	Mcelroy Fusion Machine 412	2013	NPA Construction	1120	Mcelroy	Excellent
4/29/2016	dodge 4500 flatbed White	2015	Helffman Dodge	0	Dodge	excellent
4/27/2016	CIPP Boiler with Scaffold	2003	International		Custom	Good
4/20/2016	Kubota KX80	2016	Landsdown Moody	0	Kubota	Excellent

4/20/2016	Kubota KX91	2016	Landsdown Moody	0	Kubota		Excellent
4/19/2016	Dodge 4500 white flatbed	2011	Dallas Dealership		Dodge	124744	Excellent
4/15/2016	Cobra CCTV Camera		Cobra		Cues		Good
4/9/2016	CIPP Services camera cutter		CIPP services		Custom		Fair
3/1/2016	Reefer 26' box truck	2009	Ritchie brothers		Fregihighner	209000	excellent
3/29/2016	Compressor 750	2007	Sunbelt Rentals	4526	Atlas Co		Fair
3/7/2016	box truck 26' with Combo Boiler	2007	Ryder		International	200008	excellent
3/7/2016	CCTV/Tap cutter TV VAN	2014	VacVision		Cues	17000	excellent
3/4/2016	Boiler for CIPP 14mmbtus		South Texas Boiler		Custom		Excellent
1/27/2016	TT RW 10 Winch	2016	TT Technologies	30	TT Technologies		excellent
1/19/2016	United Rentals Trench Shield	2010	United Rentals		United Rentals		excellent
1/15/2016	TT technologies hammer	2015	TT Technologies		TT Technologies		excellent
1/9/2016	Komatsu 418 backhoe	2011	Ritchie brothers	2554	Komatsu		excellent
1/19/2016	John Deere 310G	2008	Ritchie brothers	2665	John Deere		excellent
1/4/2016	Atlas copco compressor 375	2010	Ritchie brothers	4655	Atlas Copco		excellent

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 801874563 10/29/2013
Document #: 511834790006
Image Generated Electronically
for Web Filing**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Texas Pride Utilities Limited Liability Company

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Luis E Guerra

C. The business address of the registered agent and the registered office address is:

Street Address:

28610 Benderwood Spring TX 77386

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.
The names and addresses of the governing persons are set forth below:

Managing Member 1: **Hugo P Luna**

Title: **Managing Member**

Address: **15110 Mcleod Houston tx, USA 77060**

Managing Member 2: **Luis E Guerra**

Title: **Managing Member**

Address: **28610 Benderwood Ct Spring tx, USA 77386**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

All supplemental information and provision are on file with the company.

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Luis Guerra **28610 Benderwood Ct Spring TX 77386**

Effectiveness of Filing

☐ A. This document becomes effective when the document is filed by the secretary of state.

OR

☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 30, 2013**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Luis E Guerra

Signature of Organizer

FILING OFFICE COPY

(hereinafter called the Principal), as Principal, and

as Surety, are held and firmly bound unto **City Of Alvin**

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

South Park Utility Replacement Project.

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 29th day of May, 2018

Principal

By:

Sue Fan, Managing Member

Merchants Bonding Company (Mutual)

By


Cheryl R. Colson, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara K Sachi; Brian P Herrera; Bryan Lewis; Cheryl R Colson; Cynthia Haslam; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Kevin McQuain; Malia E Mann; Misty Witt; Nancy J Portugal; Rosalyn D Hassell; Scott D Chapman; Timothy J Maley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of April, 2018.



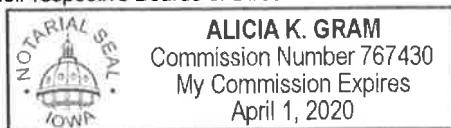
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 3rd day of April, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May, 2018.



William Warner Jr.

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

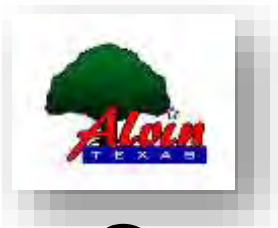
P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266



AGENDA COMMENTARY

Meeting Date: 2/16/2017

Department: Economic Development

Contact: Larry Buehler, Director of Economic Dev.

Agenda Item: Consider a Memorandum of Understanding (MOU) between the City of Alvin and Walton Texas, LP., for a proposed master planned development; and authorize the City Manager to sign.

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

Summary: 2004 the City of Alvin heard and adopted two ordinances related to the City of Alvin's adoption of an Annexation plan, a Development Agreement and Negotiated Service Plan, and a Tax Reinvestment Zone (TIRZ #3) for the Savannah Plantation's undeveloped 763-acre portion of the project. Three Municipal Utility Districts (MUDs), #48, #49, and #50 were created. MUDs #48 and #49 are in Alvin's ETJ, with MUD #50 inside Liverpool's Extraterritorial Jurisdiction (ETJ). These MUDs were never activated.

Walton Texas, LP (Walton), is requesting to modify boundaries that will allow Alvin to keep and maintain our ETJ, and provide a mechanism for annexation in the future. The purpose is to facilitate faster development inside the MUDs. A memorandum from Walton introduces the company, provides a history of the area in discussion, and presents the request for a Memorandum of Understanding (MOU). The included maps show more details to the area under consideration.

The steps outlined in the MOU provide a way to let the project move forward and have development pay for itself through the MUD's, resulting in a fully developed tax base to be annexed by the City in the future.

There are a number of items that are beneficial to the City, the project, and ultimately the residents of the community in the following ways:

- Preserves the City of Alvin's (ETJ) as it currently exists.
- Since the property will continue to be surrounded by City lands, when Alvin is ready to annex, the City can annex from any point, regardless of where development starts.
- Confirm in writing and recorded on title, Alvin's intent to annex the property over time, easily facilitating the annexation in the future.
- Preserve Alvin's ability to share in any sales tax revenues that may be generated on the property.
- Does not require City staff and elected officials to take on the administrative burden of the TIRZ over the life of the project, which could be 30-45 years.
- Oversight by the Texas Commission on Environmental Quality: The MUD's are overseen by the TCEQ with a rigorous process to ensure that only the appropriate items are reimbursed, that bonds at issue all meet the state requirements, and that all infrastructure that is subject to reimbursement is subject to public bid. This is already in place and would not require additional oversight (TIRZ) by the City.
- Allows the MUD's to operate and maintain the following until Annexation:
 - Wastewater Plant, lines and lift stations (instead of being operated by the City).

- o Water Treatment Plant, lines and billing (instead of being operated by the City).

Note: This operation and maintenance role will have to be undertaken whether there are 100 homes or 1,000, which may be a burden to Alvin's resources that might be better focused elsewhere.

Walton has noted that within the prior agreements there was a provision for a shared public safety building for use and occupancy by Fire, EMS, and Police. They indicate that they will provide this facility at the appropriate time in the development and include same within the development agreement.

Walton has also expressed that during the planning process for the project that a consideration of placement and accommodation for regional facilities for water and wastewater would be considered. The idea would allow the project to move forward as anticipated, but still allow for connections to other projects in the future (at the time of annexation). This will be further explored in the development agreement.

Approving the MOU will direct staff and Walton to work towards a new developer agreement that will come back to council for consideration.

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:** February 13, 2017

Supporting documents attached:

- Presentation/Introduction of Walton Texas LP
- Walton Meeting Memo 1-24-2017
- Memo of Discontinuance & Annexation
- Memorandum of Understanding
- Exhibits - City Limits - ETJ - MUDs 48 & 49 - Proposed Modifications

Recommendation: Move to approve a Memorandum of Understanding (MOU) between the City of Alvin and Walton Texas, LP., for a proposed master planned development; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

FUTURE PROJECT (BRAZORIA COUNTY
MUD 48 & 49)
COMPARABLE COMMUNITY DETAILS

CHISHOLM TRAIL RANCH – FORT WORTH, TEXAS (COMPARABLE)



- Walton is currently developing the initial phase of Chisholm Trail Ranch in Ft. Worth.
- Walton acquired approximately 261 acres that is the residential portion of a larger master plan and will feature 1,100 home sites, a 12 acre school site, Amenity Center, and multiple parks and green space.
- Phase 1 is under construction and includes 169 lots, the first 48 lots were delivered in late 2016, the remaining lots will be delivered this month.

CHISHOLM TRAIL RANCH – FORT WORTH, TEXAS (COMPARABLE)



Amenity Entry Rendering

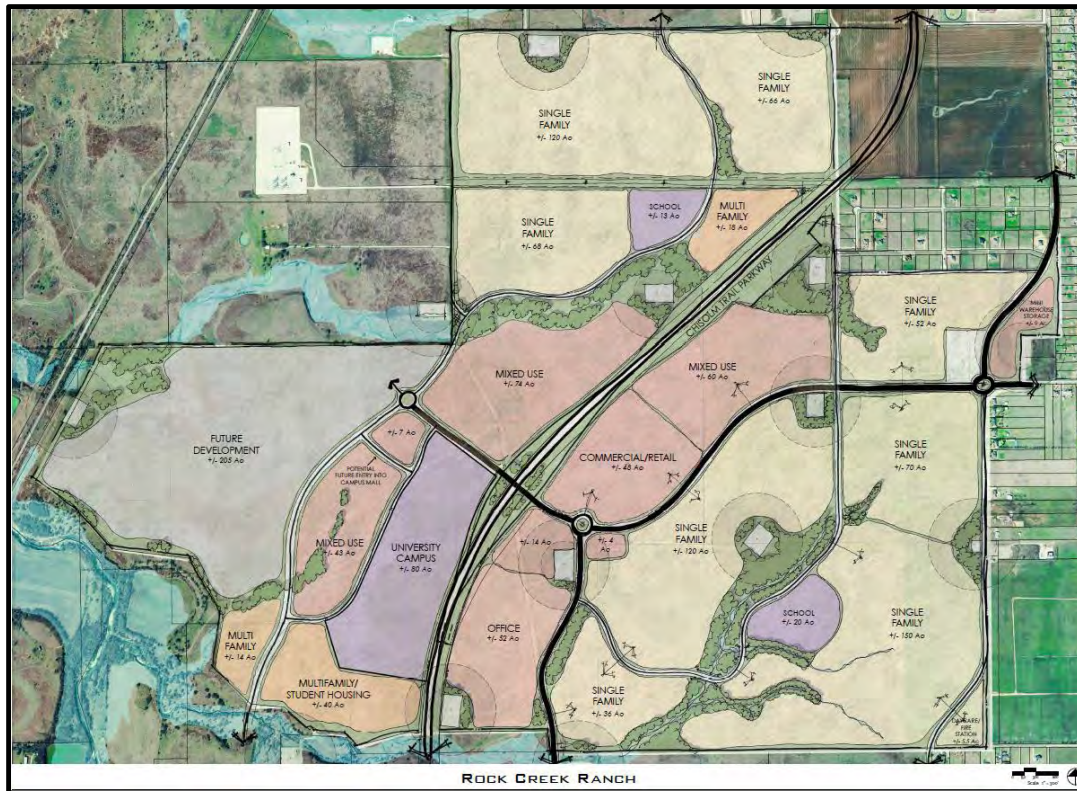
- Initial Phase of the community will consist of 50' wide and 60' wide lots.
- Master Plan will have single family residential lots in a variety of sizes, townhome product, multi-family, and neighborhood commercial.

CHISHOLM TRAIL RANCH – FORT WORTH, TEXAS (COMPARABLE)



- Initial builder lineup consists of four major DFW area builders: Antares, Dunhill, History Maker and Sandlin.
- Builder homes will be priced from \$250,000+ and will consist of a range of square footages from 1,800 square feet and above.

ROCK CREEK RANCH – FORT WORTH, TEXAS (COMPARABLE)



- Chisholm Trail Ranch is the market entry into a larger Walton master plan called Rock Creek Ranch
- Rock Creek Ranch is approximately 1,755 acres for future development.
- Featuring a mix of residential and commercial uses, multiple school sites, amenity centers and neighborhood parks as well as a new 80 acre campus for Tarleton State University.



OTHER WALTON COMMUNITY EXAMPLES

Walton™

BONTERRA VILLAGE PHASE 3 (COMPLETE) – CHARLOTTE, NC



- Phase 3 consisted of 76 home sites
 - » Bonterra Builders
 - » Home plans started at \$270,000
 - » Started in late 2013
 - » Now complete

BONTERRA VILLAGE PHASE 3 (COMPLETE) – CHARLOTTE, NC



BONTERRA VILLAGE PHASES 5-8 – CHARLOTTE, NORTH CAROLINA



- Approximately 687 Lots in 3 phases
 - » Builders to be determined
 - » Lot Sizes 50', 60' and 70' wide
 - » Parks, Amenity and Open Space

CANTER CREEK (PHASE I) – PRINCE GEORGE'S COUNTY, MARYLAND



- Master Plan consists of 410 Lots in 4 phases
- Phase I will be 50' and 60' wide lots with two local builders:
 - » Ryan Homes
 - » Mid-Atlantic Builders
- Home plans starting in the low \$400,000's

CANTER CREEK (PHASE I) – PRINCE GEORGE'S COUNTY, MARYLAND



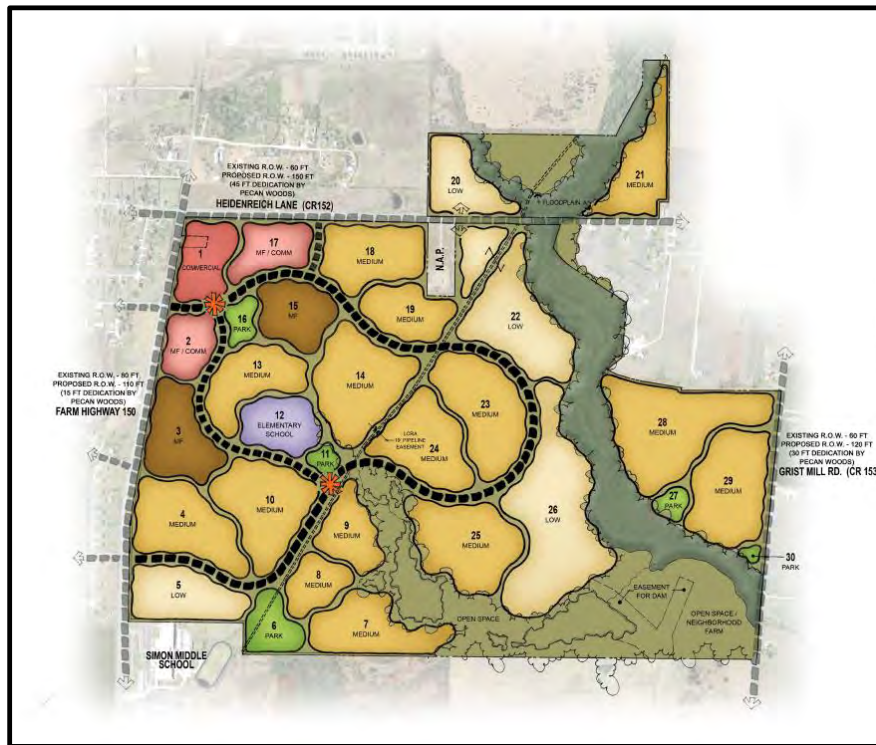
Ryan
Homes



Mid-Atlantic
Builders



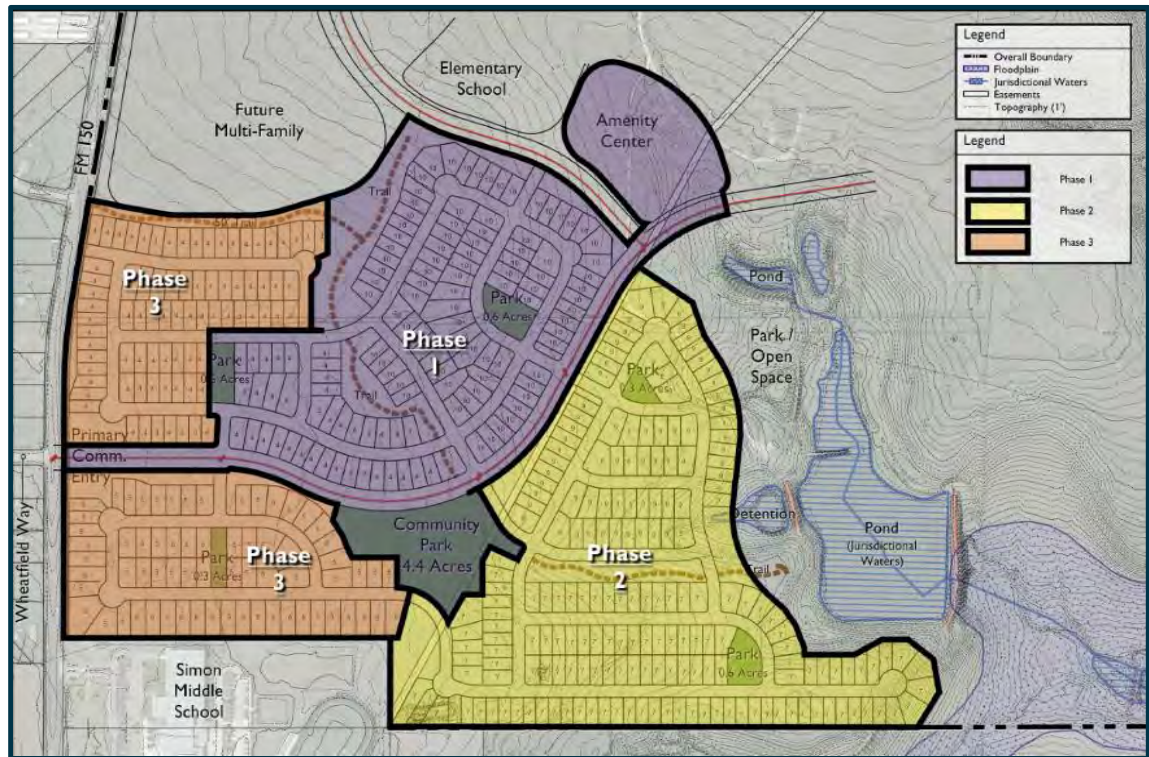
PECAN WOODS – KYLE, TEXAS



Overall Master Plan

- 763 acres
- 1835 Single Family lots
- Commercial
- Multi-Family
- Amenity Center
- School Site
- Parks, Trails & Open Space

PECAN WOODS – KYLE, TEXAS



- Approximately 452 lots in 3 phases
 - » Builders to be determined
 - » Lot Sizes 50' and 60' wide
 - » Amenity, Parks, Trails & Open Space

QUESTIONS

To: Mayor Horn and the City Council Members of the City of Alvin, Texas
From: Becky Collins, General Manager
cc: Sereniah Breland, City Manager (for distribution as appropriate)
Date: January 24, 2017
Re: Brazoria County MUD 48 & 49 City Council Workshop February 2, 2017

This is a brief memorandum to introduce the Alvin Mayor and City Council to Walton Texas, LP and to propose a path that will allow the proposed master planned community to proceed, giving Alvin high quality housing and development without risk or expense.

Walton is a privately owned, multinational real estate investment, planning and development group. We concentrate on the research, acquisition, administration, planning and development of strategically located land in major North American growth corridors.

With more than 35 years of expertise, and incorporating a conservative and successful business model, Walton has acquired nearly 110,000 acres of key assets within the strongest markets. Walton presently manages 148 Master Plans, 21 active developments, 6 of which are located in the US, and are presently under construction on Chisholm Trail Ranch in Fort Worth, Texas.

The vision for this project is a predominantly residential master plan with a mix of product types, neighborhood commercial uses, amenity centers, parks, trails, and open spaces including a community garden, providing a wide variety of recreational opportunities for the residents of the community. The vision also includes school sites and locations for daycare facilities. Careful planning by quality professional planners and engineers will ensure that infrastructure will be constructed so as to not adversely impact adjacent parcels with runoff.

History:

From the information we have been able to obtain, in 2004 the City of Alvin heard and adopted two ordinances related to the City of Alvin's adoption of an Annexation plan, a Development Agreement and Negotiated Service Plan, and a Tax Reinvestment Zone (TIRZ #3) for the Savannah Plantation's undeveloped 763 acre portion of the project.

This program anticipated the following:

1. Construction of a Water Treatment Plant and a Wastewater Treatment Plant on site including water transmission mains, wastewater collection facilities and lift stations. Construction would be undertaken by the Developer, then turned over to the City for operation and maintenance after acceptance. The Developer would be reimbursed through TIRZ #3.
2. Roads and infrastructure including the construction, expansion and widening of public roads and highways, installation of street lights, a drainage system, greenbelts and recreational areas, and public safety facilities would be constructed by the Developer then turned over to the City for maintenance, expansion and reconstruction after acceptance.

3. TIRZ #3 would include the property and a creation of the Redevelopment Authority as a special district or agency of the City for the purposes of the Agreement only. The Redevelopment Authority would prepare the design construction plans and specifications. The Public Improvements would be advertised for Public Bid. The Developer would fund the design and construction of the improvements and be reimbursed by the TIRZ. There are also other costs eligible for reimbursement such as the cost of bond issuance,
4. Improvements to be completed within 10 years of the effective date.

The Agreements state that if the Developer abandons the development for the property, it shall remain as part of the corporate area and within the city limits of the City.

Request:

Walton understands that considerable time and effort went in to the decision to move forward with the project as contemplated at the time, to negotiate the agreements, establish the boundaries and the framework for the TIRZ and the Redevelopment Authority. It is not without much consideration that we respectfully ask the City Staff, City Council and Mayor to consider a new proposal that would allow the project to move forward at little or no cost to the City, and with many benefits for the City.

Walton would respectfully request the consideration of the adoption of a Memorandum of Understanding that would provide for the following actions in the future:

- Discontinuation of the land from the full purpose boundaries while maintaining a 5' wide strip inside the boundary to preserve the City's ETJ
- Release of the agreements that were adopted in 2004 in favor of a new:
 - o Development Agreement specific to Walton's proposed development
 - o Consent to the Municipal Utility Districts for Brazoria County MUD 48 & 49 (MUD's)
 - o Strategic Partnership Agreement that provides for:
 - Future annexation of residential lands
 - Limited Purpose Annexation of Commercial lands with a sharing of Sales Tax Proceeds
- In the event that Walton does not close on the land, the MOU would have no effect on the property, future or current owners or developers.

The plan that we propose considers the following items that we believe are important to the City:

1. Preserving the City of Alvin's Extraterritorial Jurisdiction (ETJ) as it currently exists relative to the prior annexation.
2. Since the property will continue to be surrounded by City lands, in the future, the City can annex from any point, regardless of where development starts
3. Confirm the City's intent to annex the property over time.
4. Preserve the City's ability to share in any sales tax revenues that may be generated on the property.
5. Allows the development to pay for itself without cost to the City.

6. The MUD's are overseen by the TCEQ with a rigorous process to ensure that only the appropriate items are reimbursed, that bonds at issue all meet the state requirements, and that all infrastructure that is subject to reimbursement is subject to public bid.
7. Allows the MUD's to maintain the following until Annexation:
 - a. Wastewater Plant, lines and lift stations (instead of the City)
 - b. Water Treatment Plant, lines and billing (instead of the City)
8. Additional items that can be negotiated and contracted between the MUD's and the City or others in the future as needed:
 - a. Fire Protection Services
 - b. Police Services
 - c. Solid Waste Collection

Walton notes that within the prior Agreements there was a provision for a shared public safety building for use and occupancy by fire EMS and Police. We are happy to continue to provide this facility at the appropriate time in the development and include same within the Development Agreement.

It has also been brought to our attention that during the planning process for the project that a consideration of placement and accommodation for regional facilities for water and wastewater should be considered. The idea would allow the project to move forward as anticipated, but still allow for connections to other projects in the future (at the time of annexation). This will be further explored in the Development Agreement.

We look forward to provide a brief presentation at the February 2, 2017 City Council Workshop, in order to answer any questions you may have.

Supporting information included with this packet is:

- Draft of the Memorandum of Understanding that is being considered
- Exhibits that illustrate how the City's ETJ will be protected through the proposed discontinuation process, and
- A sample of the work that Walton has underway in Fort Worth, along with the type of homes that are being constructed by those builders. Walton anticipates having builders that are local to the Houston market constructing homes within the project.

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

MEMORANDUM

TO: Terrie Sechrist

FROM: Timothy Austin

DATE: January 31, 2017

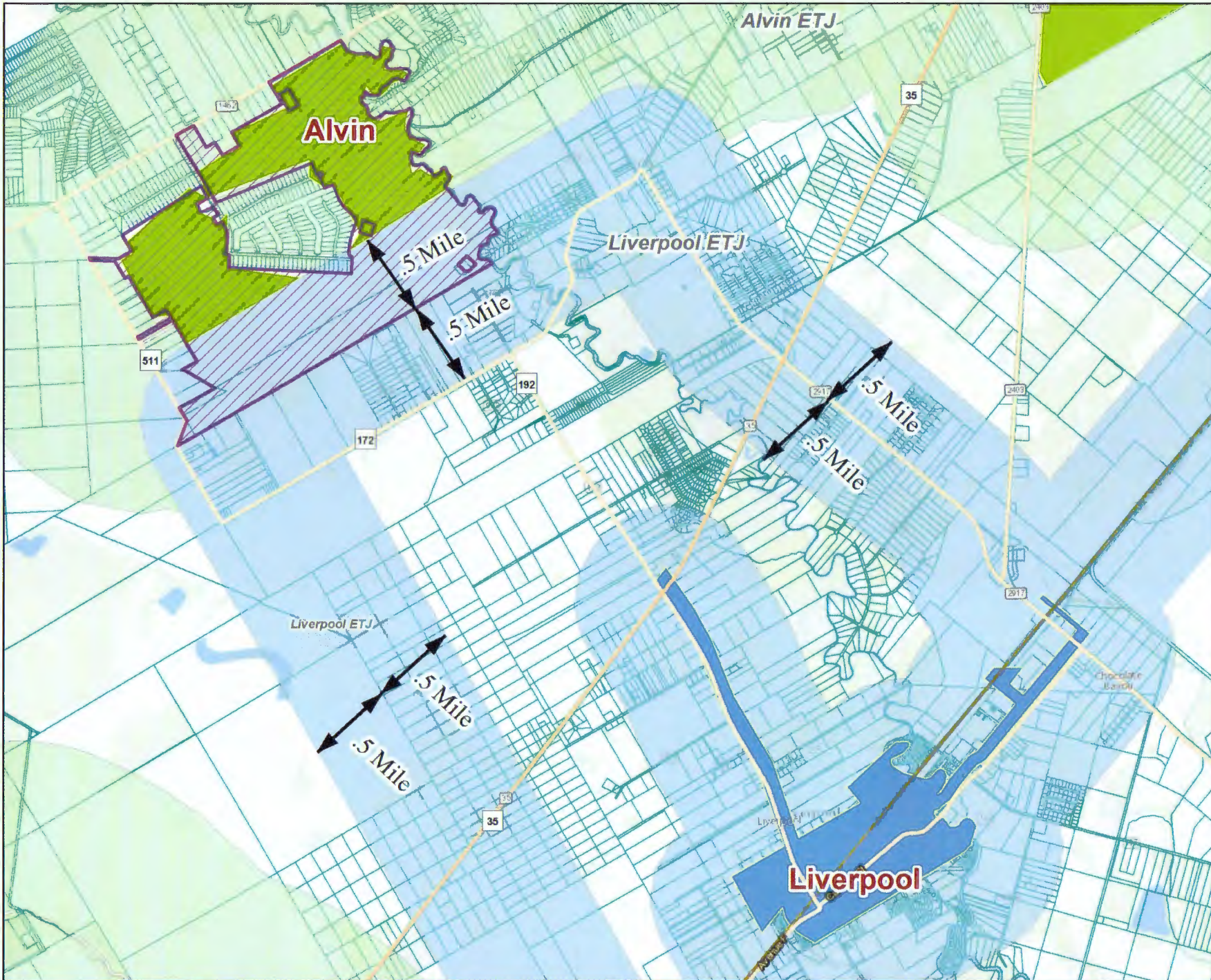
RE: Brazoria County Municipal Utility District Nos. 48 and 49;
discontinuation from Alvin

The purpose of this memorandum is to outline a proposed method and statutory authorization that would accomplish the discontinuance of Brazoria County Municipal Utility District Nos. 48 and 49 (the "Districts") from the area of the City of Alvin, while preserving Alvin's extraterritorial jurisdiction ("ETJ").

1. Local Government Code Sec. 43.145 allows a city such as Alvin to "discontinue an area" from the municipality composed of at least three unimproved acres adjoining Alvin's boundaries by ordinance. The area of the Districts meets this definition.
2. To preserve Alvin's ETJ, Alvin would retain a five-foot-wide strip around the boundaries of the discontinued area. As a result, no reduction in Alvin's ETJ would occur. This may be accomplished by Alvin re-annexing the strip immediately following the discontinuance of the area of the Districts.
3. The re-annexed strip is not required to meet the requirement that it be at least 1,000 feet wide under Local Government Code Sec. 43.054 because it will meet the exception to the width requirement allowed for annexations by petition of the landowners under Sec. 43.054(b)(2). Prior to the discontinuance of the Districts from Alvin, the owner of the area of the five-foot strip will provide a petition for its annexation by Alvin.

4. The City of Liverpool's ETJ will not extend into the area of Alvin's ETJ during the brief interval between the discontinuance of the Districts and the annexation of the five-foot strip because Liverpool's ETJ is already at its maximum extent (one-half mile from its existing boundaries under Local Government Code Sec. 42.021), as confirmed by our engineers.

We believe our original proposal that Alvin merely discontinue the area of the Districts, save and except the five-foot strip to be authorized under existing law, but the above procedure will allow the same result to occur using specific statutes that clearly apply. If Alvin prefers, we will be happy to draft the ordinances and other documents required to implement this process. Please let me know if you have any questions or comments. Thanks very much.



Proposed Project Site

City Limits

Name

- City of Alvin
- Liverpool

ETJ

Name

- Alvin ETJ
- Liverpool ETJ



Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

Date Feb. 2017 Job No 4808

MEMORANDUM OF UNDERSTANDING

* * *

WALTON TEXAS, LP, AND THE CITY OF ALVIN, TEXAS

This Memorandum of Understanding (this "MOU"), dated as of February 2, 2017, sets forth the mutual understanding of the Parties (defined below) regarding the treatment of land currently within the boundaries of the City of Alvin, as described more fully below.

1. Parties. The parties to this MOU (the "Parties") are WALTON TEXAS, LP ("Walton") and the CITY OF ALVIN, TEXAS (the "City").

2. Background. Walton is a national developer of residential and commercial property and has contracted to buy, through either itself or a related entity, an approximately 837-acre tract of land, in two or more portions, within the full-purpose boundaries of the City, also within the boundaries of the existing Brazoria County Municipal Utility District Nos. 48 and 49 (the "Districts"). The property is shown on **Exhibit A**, attached hereto (the "Land"). Although the Land was annexed into the City in 2004, it is remote from other areas of the City and cannot be served with utilities, as well as other City services, without significant expense.

3. Purpose of MOU. To make the development of the Land as a master-planned community more economically feasible, and to therefore enable Walton to proceed with the purchase of the Land, the Land shall be discontinued as a part of the City to allow the Districts the ability to finance the required water, wastewater, drainage, road and recreational public infrastructure. The discontinuance of the Land from the City will not be done in a way that will negatively affect the City's extraterritorial jurisdiction, or its ability to annex the Land after development is financed and completed.

4. Actions. To accomplish the purposes described in this MOU, the Parties intend, within 210 days after the City receives written notice from Walton that it has closed on the purchase of all of the Land, to carry out the following:

- (a) The City will (i) adopt an ordinance to discontinue the Land from the full-purpose boundaries of the City; (ii) immediately following the discontinuance of the Land from the City, the City will re-annex a five-foot wide strip immediately inside the boundary of the Land [as shown on **Exhibit A**] so that the City's ETJ will not be affected by the discontinuance. The re-annexation will be done pursuant to a petition provided in advance to the City by the owner of the five-foot wide strip; (ii) adopt a resolution consenting to the creation of the Districts; and (iii) hold hearings and approve the SPAs described in Section 4(b), below.

- (b) Walton will petition the Texas Commission on Environmental Quality to activate the Boards of Directors of the Districts, and within 60 days after the Boards' appointments, each of the City and the Districts will enter into a strategic partnership agreement ("SPA") which provides that:
 - (i) Each District is eligible, at the City's option, for full-purpose annexation by the City after its public infrastructure is constructed and financed by the applicable District. After full purpose annexation, the City will own and operate all District water and wastewater facilities;
 - (ii) The City may annex any commercial area within the Districts for limited purposes and levy its sales taxes in that area. Sales tax revenues will be shared between the City and the applicable District, and will be defined in the Development Agreement; and
 - (iii) The City will not be required to provide any municipal services within the Land until full-purpose annexation; and
- (c) Walton and the City will negotiate a development agreement ("Development Agreement") providing for the approval of a plan of development on which both Parties may rely as the Land develops, in form and substance agreeable to the City.

5. Legal expenses. Walton agrees to reimburse the City for its reasonable expenses for engagement of outside legal counsel in connection with this MOU and the implementation thereof.

6. Miscellaneous. This MOU shall be of no force or effect unless and until Walton delivers notice to the City that Walton has acquired all of the Land in accordance with Section 4, above. In the event Walton acquires title to all the Land the Parties acknowledge that they intend to enter into definitive SPAs and a definitive Development Agreement consistent with this MOU. The Parties shall reasonably proceed with due diligence and in good faith to negotiate and enter into such agreements following Walton's delivery of written notice to the City that Walton has acquired title to the Land; provided that if the Parties cannot agree on the final terms of such agreements within the time period set forth in Section 4 above, this MOU shall automatically terminate and have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first set forth above.

CITY OF ALVIN, TEXAS

Sereniah Breland, City Manager

ATTEST

Dixie Roberts, City Clerk

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, 2017, by Sereniah Breland, City Manager, and Dixie Clark, City Clerk, of the City of Alvin, Texas, on behalf of said city.

Notary, State of Texas

[Notary Seal]

WALTON TEXAS, LP, a Texas limited partnership

By: **Walton Texas GP**, a Texas limited liability company, its General Partner

By: **Walton International Group, Inc.**, a Nevada corporation, its Manager

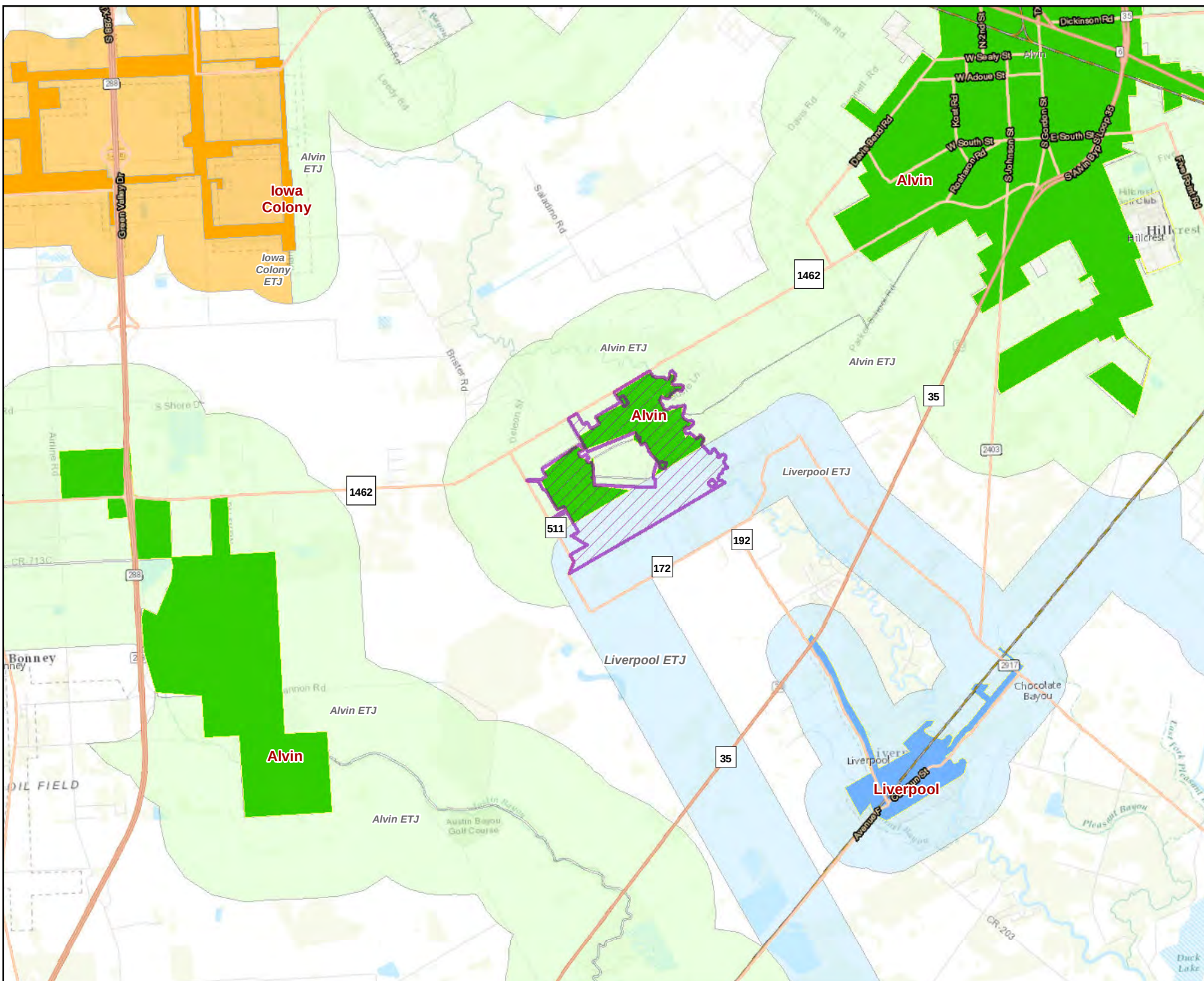
By: _____
John Vick, Vice President

STATE OF TEXAS §
 §
COUNTY OF _____ §

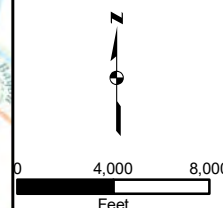
This instrument was acknowledged before me on _____ 2017, by John Vick, Vice President of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC a Texas limited liability company, the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership, in the capacity herein.

Notary, State of Texas

[Notary Seal]



- City of Alvin
- Alvin ETJ
- Liverpool ETJ
- Proposed Project Site



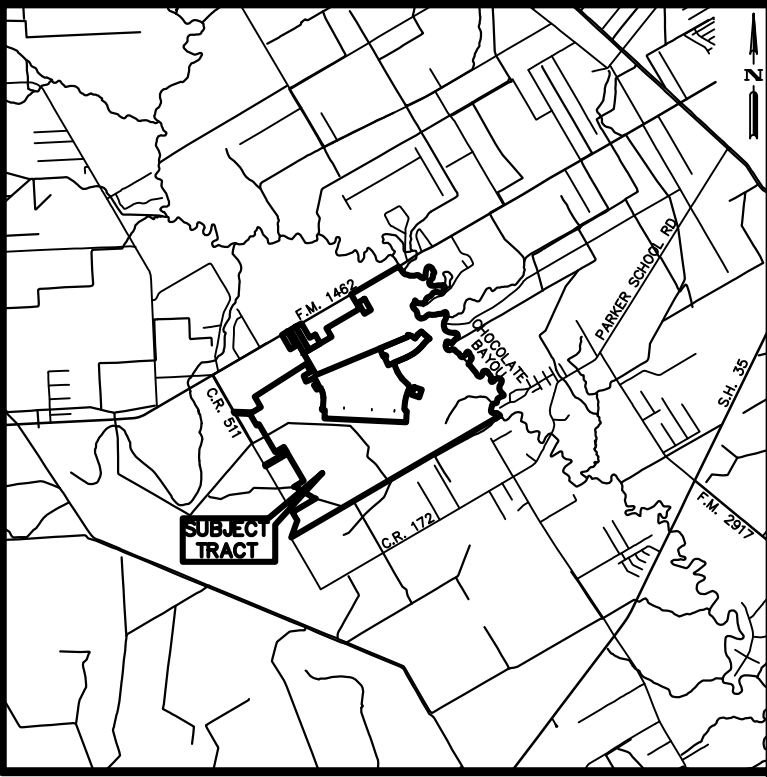
Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

Date: Jan. 2017 Job No: 4608

BGE, Inc.
Tel: 281-558-8700
www.bgeinc.com

Exhibit 1: Existing Alvin City and ETJ Boundary Map

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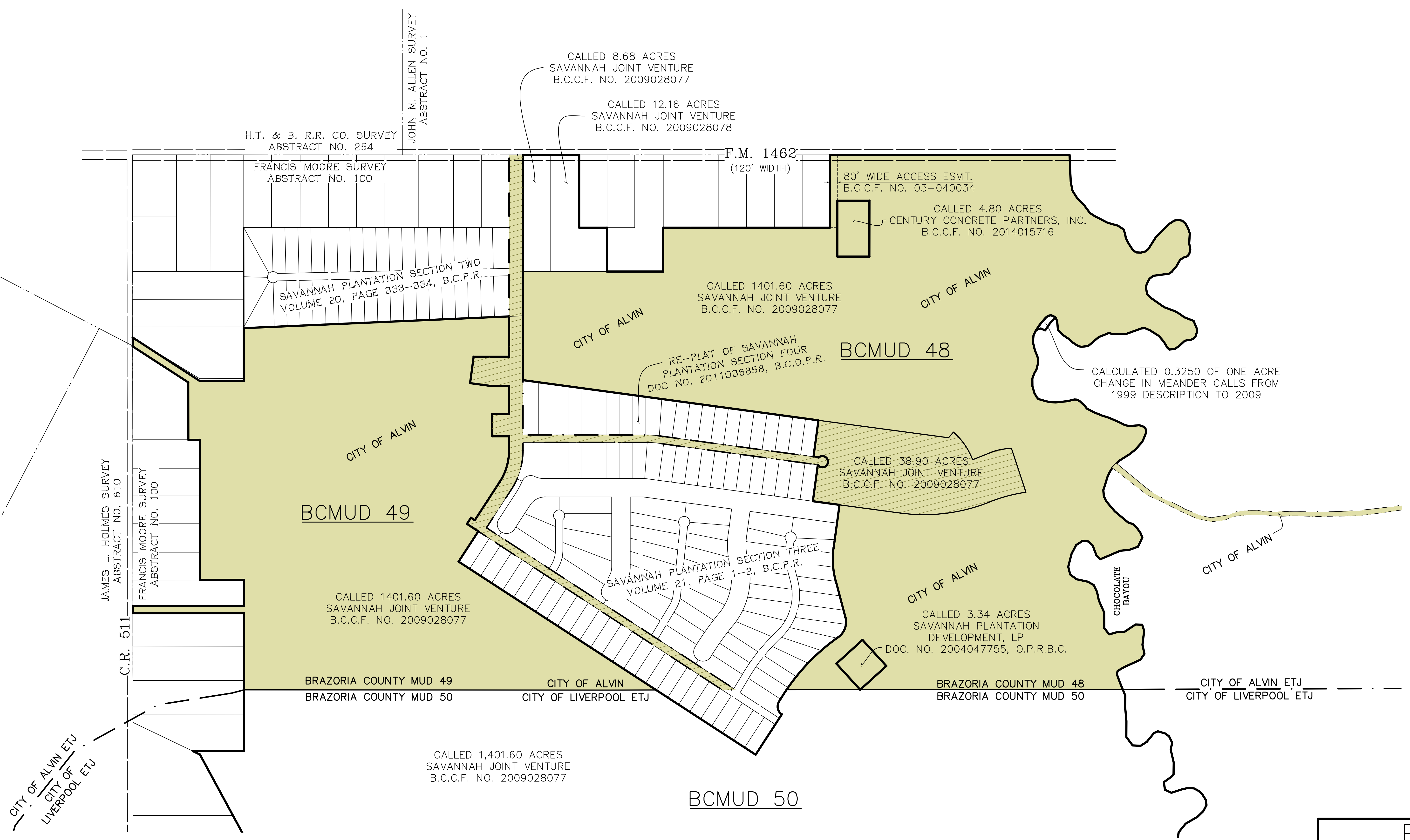
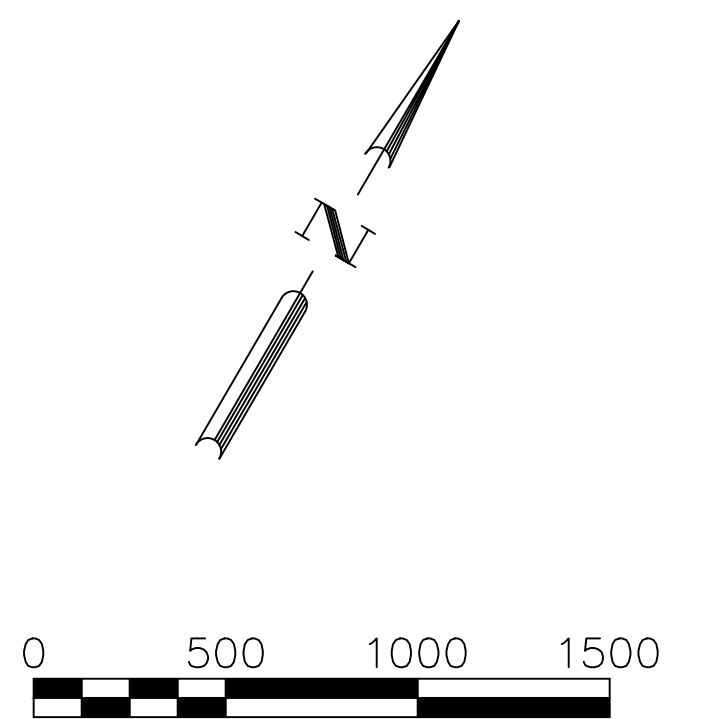
VICINITY MAP
NOT TO SCALE
KEY MAP PAGE NOS. 729 R,V,Z
730 K,N,P,Q,S,T,U,W,X

LEGEND

ALVIN CITY LIMITS PER CITY OF ALVIN GIS MAP

PARCELS IN CITY OF ALVIN BUT NOT IN MUDS

ETJ LINE

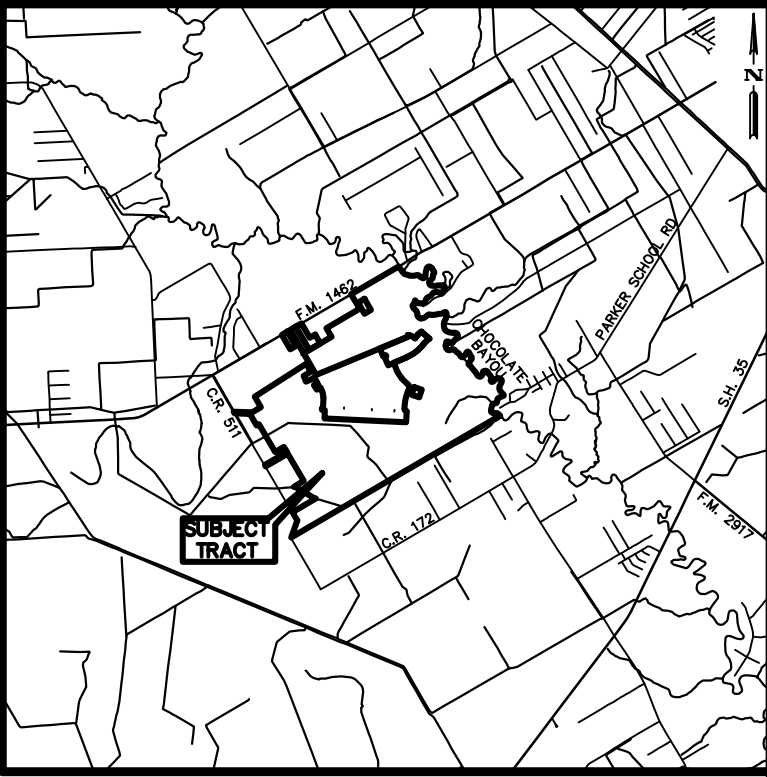


NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

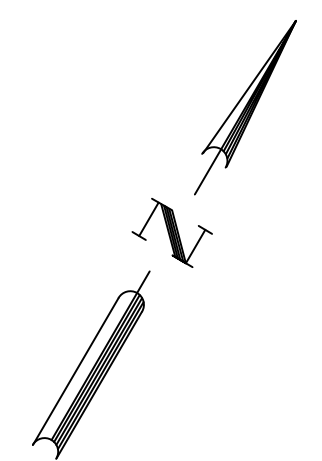
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

EXHIBIT 2
EXISTING CONDITION:
CITY LIMITS, ETJ, &
MUD BOUNDARIES

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VICINITY MAP
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KEY MAP PAGE NOS. 729 R,V,Z
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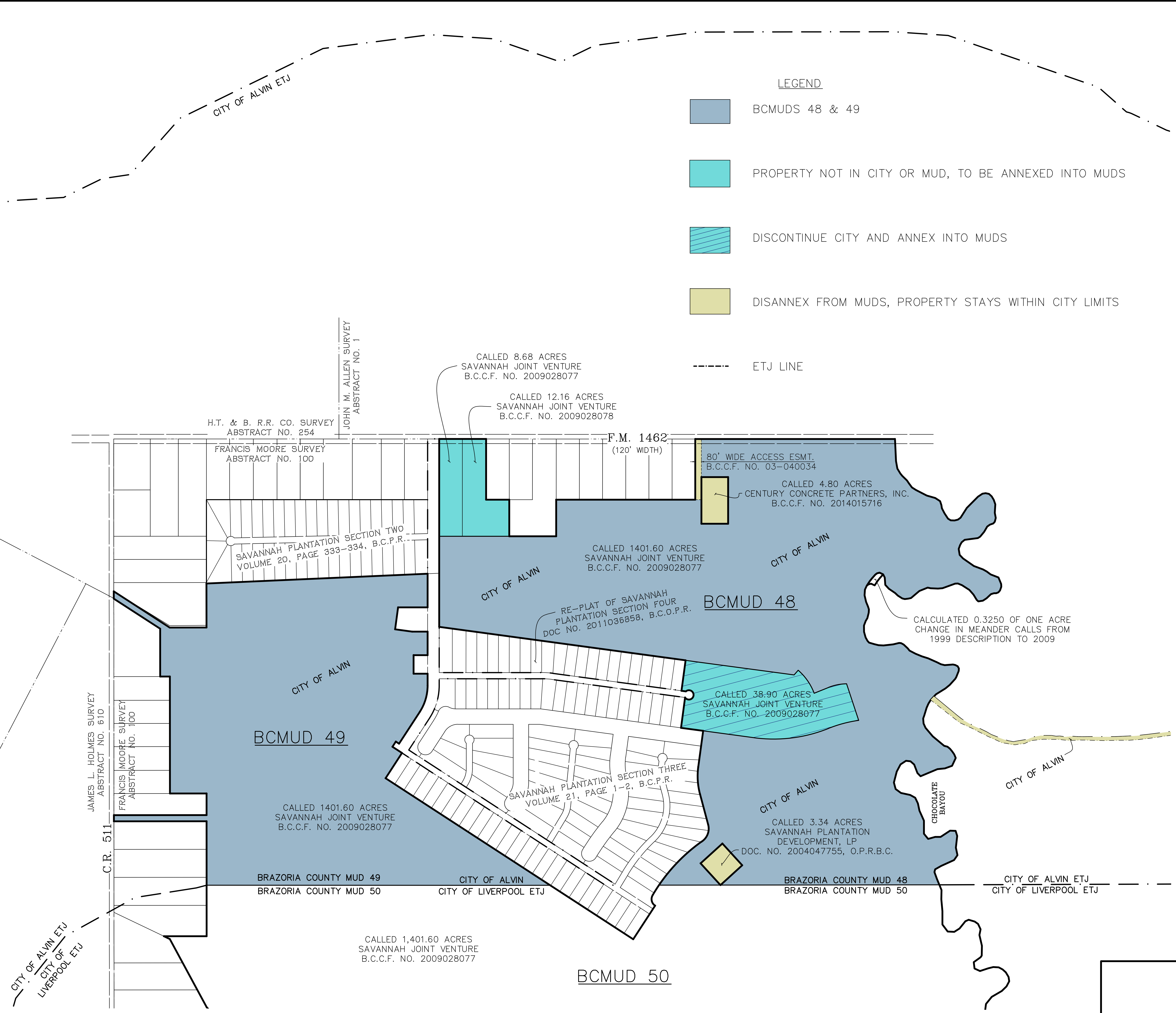


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LEGEND

- BCMUDS 48 & 49
- PROPERTY NOT IN CITY OR MUD, TO BE ANNEXED INTO MUDS
- DISCONTINUE CITY AND ANNEX INTO MUDS
- DISANNEX FROM MUDS, PROPERTY STAYS WITHIN CITY LIMITS

ETJ LINE



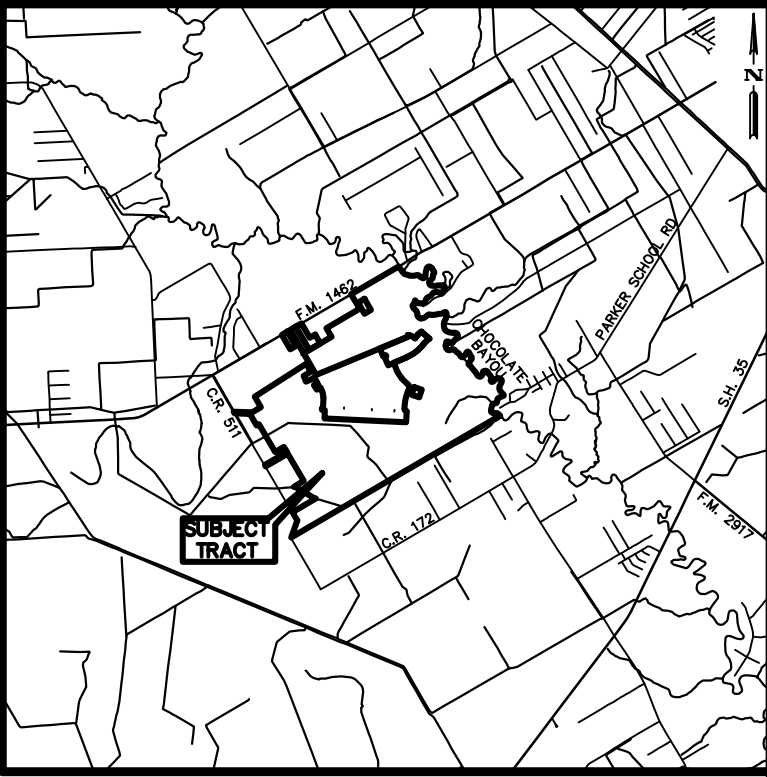
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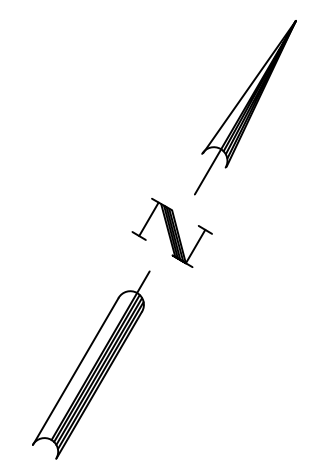
EXHIBIT 3

PROPOSED CITY LIMIT,
ETJ, & BCMUD 48
AND 49 BOUNDARY
MODIFICATIONS

X:\Mud\Task\150_Area_Separate_Parcel\08_Survey\03_Gen\Map\ETJ\MUD_48\MUD_48_12242017_1119_AW.dwg



VICINITY MAP
NOT TO SCALE
KEY MAP PAGE NOS. 729 R,V,Z
730 K,N,P,Q,S,T,U,W,X



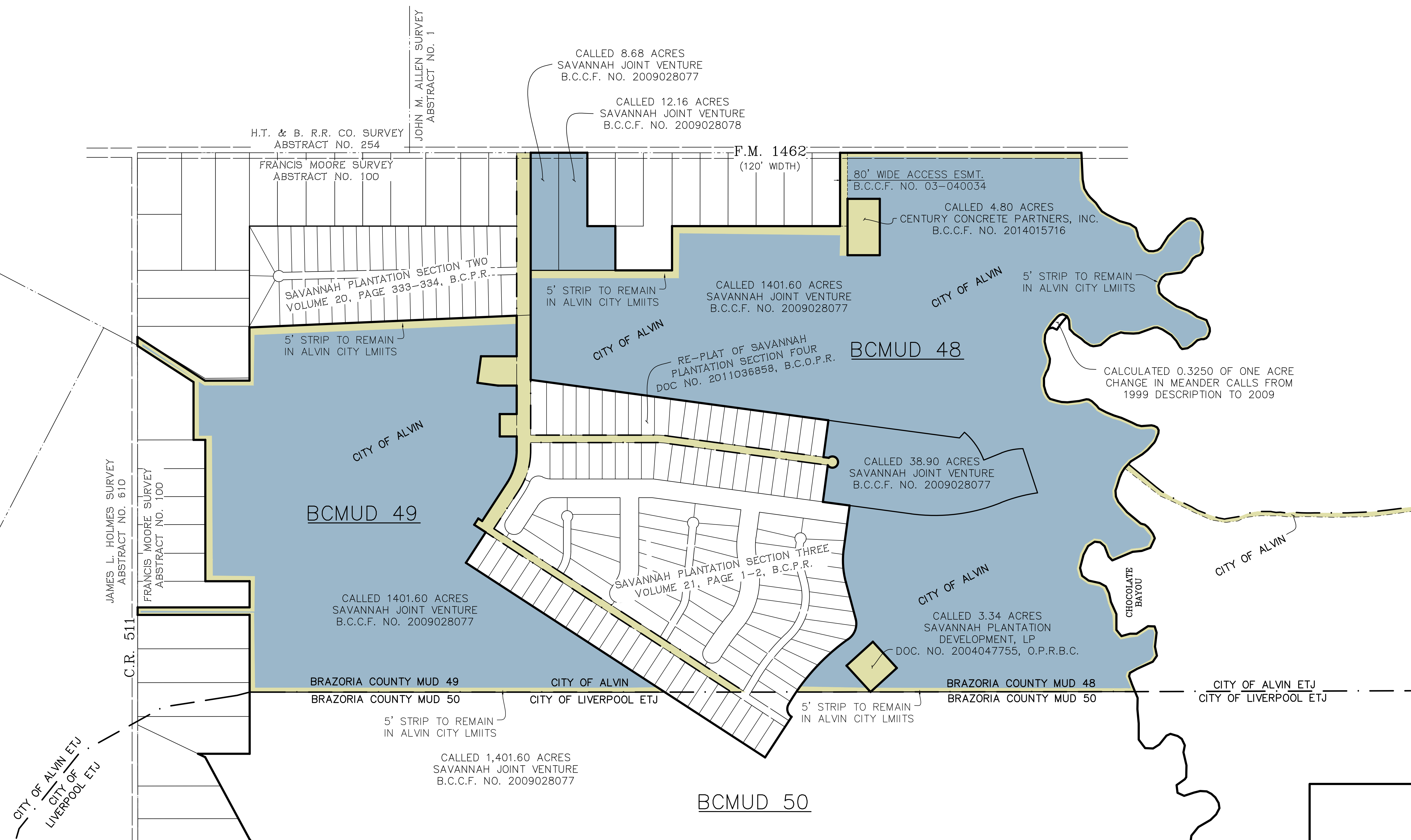
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LEGEND

5' STRIP REMAINS IN ALVIN CITY LIMITS

BCMUD 48 & 49 & CITY OF ALVIN ETJ

ETJ LINE



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

EXHIBIT 4

RESULTANT CONDITION:
CITY LIMITS, CITY ETJ,
AND BCMUDS 48 & 49
BOUNDARIES

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60-DAY EXTENSION
TO THE
MEMORANDUM OF UNDERSTANDING

* * *

WALTON TEXAS, LP, AND THE CITY OF ALVIN, TEXAS

This 60-Day Extension to the Memorandum of Understanding (this “Extension to MOU”), dated as of June 7, 2018, allows for more consideration to details that will bring a quality developers agreement to serve the community for now and into the future. The new end date will be September 14, 2018. The MOU will continue to set forth the mutual understanding of the Parties (defined below) regarding the treatment of land currently within the boundaries of the City of Alvin, as described more fully below.

1. Parties. The parties to this MOU (the “Parties”) are WALTON TEXAS, LP (“Walton”) and the CITY OF ALVIN, TEXAS (the “City”).

2. Background. Walton is a national developer of residential and commercial property and has contracted to buy, through either itself or a related entity, an approximately 837-acre tract of land, in two or more portions, within the full-purpose boundaries of the City, also within the boundaries of the existing Brazoria County Municipal Utility District Nos. 48 and 49 (the “Districts”). The property is shown on **Exhibit A**, attached hereto (the “Land”). Although the Land was annexed into the City in 2004, it is remote from other areas of the City and cannot be served with utilities, as well as other City services, without significant expense.

3. Purpose of MOU. To make the development of the Land as a master-planned community more economically feasible, and to therefore enable Walton to proceed with the purchase of the Land, the Land shall be discontinued as a part of the City to allow the Districts the ability to finance the required water, wastewater, drainage, road and recreational public infrastructure. The discontinuance of the Land from the City will not be done in a way that will negatively affect the City’s extraterritorial jurisdiction, or its ability to annex the Land after development is financed and completed.

4. Actions. To accomplish the purposes described in this MOU, the Parties intend, within 210 days after the City receives written notice from Walton that it has closed on the purchase of all of the Land, to carry out the following:

- (a) The City will (i) adopt an ordinance to discontinue the Land from the full-purpose boundaries of the City; (ii) immediately following the discontinuance of the Land from the City, the City will re-annex a five-foot wide strip immediately inside the boundary of the Land [as shown on **Exhibit A**] so that the City’s ETJ will not be affected by the discontinuance. The re-annexation will be done pursuant to a petition provided in advance to the City by the owner of the five-foot wide strip;

(ii) adopt a resolution consenting to the creation of the Districts; and (iii) hold hearings and approve the SPAs described in Section 4(b), below.

(b) Walton will petition the Texas Commission on Environmental Quality to activate the Boards of Directors of the Districts, and within 60 days after the Boards' appointments, each of the City and the Districts will enter into a strategic partnership agreement ("SPA") which provides that:

(i) Each District is eligible, at the City's option, for full-purpose annexation by the City after its public infrastructure is constructed and financed by the applicable District. After full purpose annexation, the City will own and operate all District water and wastewater facilities;

(ii) The City may annex any commercial area within the Districts for limited purposes and levy its sales taxes in that area. Sales tax revenues will be shared between the City and the applicable District, and will be defined in the Development Agreement; and

(iii) The City will not be required to provide any municipal services within the Land until full-purpose annexation; and

(c) Walton and the City will negotiate a development agreement ("Development Agreement") providing for the approval of a plan of development on which both Parties may rely as the Land develops, in form and substance agreeable to the City.

5. Legal expenses. Walton agrees to reimburse the City for its reasonable expenses for engagement of outside legal counsel in connection with this MOU and the implementation thereof.

6. Miscellaneous. This MOU shall be of no force or effect unless and until Walton delivers notice to the City that Walton has acquired all of the Land in accordance with Section 4, above. In the event Walton acquires title to all the Land the Parties acknowledge that they intend to enter into definitive SPAs and a definitive Development Agreement consistent with this MOU. The Parties shall reasonably proceed with due diligence and in good faith to negotiate and enter into such agreements following Walton's delivery of written notice to the City that Walton has acquired title to the Land; provided that if the Parties cannot agree on the final terms of such agreements within the time period set forth in Section 4 above, this MOU shall automatically terminate and have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first set forth above.

CITY OF ALVIN, TEXAS

Sereniah Breland, City Manager

ATTEST

Dixie Roberts, City Secretary

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, 2018, by Sereniah Breland, City Manager, and Dixie Roberts, City Secretary, of the City of Alvin, Texas, on behalf of said city.

Notary, State of Texas

[Notary Seal]

WALTON TEXAS, LP, a Texas limited partnership

By: **Walton Texas GP**, a Texas limited liability company, its General Partner

By: **Walton International Group, Inc.**, a Nevada corporation, its Manager

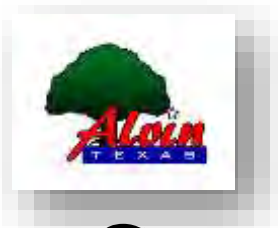
By: _____
John Vick, Vice President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ 2018, by John Vick, Vice President of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC a Texas limited liability company, the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said partnership, in the capacity herein.

Notary, State of Texas

[Notary Seal]



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 18-I, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.

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

Summary: On January 18, 2018 the City Council approved Ordinance 18-D temporarily suspending regulations relating to the placement of recreational vehicles (RVs) within the City. Ordinance 18-D allows residents to reside in their Recreational Vehicles on their property while damages to their homes, due to Hurricane Harvey, are repaired. The provisions provided in Ordinance 18-D will expire on July 1, 2018 and it is Staff's recommendation that the expiration date be extended to January 1, 2019. Ordinance 18-I would extend the deadline in the manner described. The first request for placement of an RV was received on January 8, 2018 and was made by FEMA on behalf of an Alvin resident. A second request was made last week by an Alvin resident.

Ordinance 18-I does not apply to commercial properties. Staff recommends approval.

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

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

Legal Review Required: N/A ___ Required ☒ **Date Completed:** _____

Supporting documents attached:

- Ordinance 18-I

Recommendation: Move to approve 18-I, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Storm Harvey.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 18-I

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, TO TEMPORARILY SUSPEND REGULATIONS RELATING TO THE PLACEMENT OF RECREATIONAL VEHICLES, AND ADOPTING TEMPORARY REGULATIONS INCLUDING BUT NOT LIMITED TO CONDITIONAL PERMITS, PLACEMENT, MAINTENANCE, UTILITIES, REMOVAL, SANITATION, AND OTHER RELATED HEALTH AND SAFETY MATTERS FOR RECREATIONAL VEHICLES LOCATED ON RESIDENTIAL PROPERTIES IN REPOSE TO WIDESPREAD DAMAGE CAUSED BY HURRICANE HARVEY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED THERETO.

WHEREAS, on August 24, 2017, the Mayor of the City of Alvin, pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975) declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the approaching storm "Hurricane Harvey;" and

WHEREAS, the President of the United States, the Governor of the State of Texas, and the County of Brazoria, Texas, declared a Declaration of Disaster in response to the occurrence of widespread and severe damage resulting from Hurricane Harvey; and

WHEREAS, due to widespread residential and commercial property damage necessitating repairs and rehabilitation, and the limited availability of housing and rental properties including hotels, the City has an urgent need to allow for temporary housing for its residents; and

WHEREAS, the City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including, but not limited to, conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey.

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

Section 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey. The purpose and intent of the temporary suspension of current regulations is to allow the conditional placement

and use of privately owned recreational vehicles at damaged residential locations during construction subject to the limitations provided in Section 3. This temporary suspension does NOT allow the placement of mobile homes, manufactured housing, or FEMA alternative housing units.

Section 3. The City Council hereby adopts the following temporary rules and regulations:

Hurricane Harvey Temporary Recreational Vehicle Placement

A. Definitions:

Camper. A portable dwelling designed to be used for casual travel being whether a self-propelled unit, or not, or an independent or dependent unit, including, but not limited to, truck campers, bus campers, and self-propelled travel homes.

Recreational Vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which is self-propelled or is affixed to or drawn by another vehicle.

Trailer/Travel Trailer. A portable vehicular structure built on a chassis, which may or may not be self-propelled, being either a dependent or independent unit, designed for casual travel and/or temporary living, including recreational vehicles.

B. Residential:

1. In order to place a temporary recreational vehicle at your residential location, the following requirements apply:
 - a. Recreational Vehicles must be located on the property where the damaged residential building is located, not in the city right-of-way (including sidewalk areas, streets or alleys.)
 - b. The Recreational Vehicle may **only** be occupied by the property owner of the subject residential building. No subletting of the Recreational Vehicle will be permitted.
 - c. Recreational Vehicles shall meet the building setbacks for the tract of property upon which it is located, where practicable.
 - d. No additional structures or accessory structures may be added to the Recreational Vehicle, with the exception of ADA-compliant ramps.
 - e. The Recreational Vehicle must be removed from the property upon issuance of a Certificate of Occupancy for the repaired building or by January 1, 2019, whichever comes first.
2. All such recreational vehicles will be considered temporary in nature. A permit by the City of Alvin must be issued in advance of placement, and may be subject to additional site conditions. Utility connections will require separate permits and approval.

Section 4. The City Council hereby authorizes the City Engineer to make special exceptions for site specific placement for recreational vehicles in appropriate cases, and subject

to appropriate conditions and safeguards that are consistent with the general purposes and intent of this Ordinance, and in accordance with any applicable rules contained in this Ordinance.

Section 5. **Penalty.** Any person, firm or corporation violating a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with Section 1-5 of the Code of Ordinances.

Section 6. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reason 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 7. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 8. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

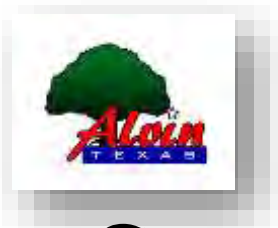
PASSED on first and final reading on the _____ day of June 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By _____
Paul A. Horn, Mayor

By _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Economic Development

Contact: Larry Buehler, Dir. Economic Dev.

Agenda Item: Consider Resolution 18-R-20, expressing the support for FM 528 Extension from Business 35 to State Highway 6, and for approval and funding in the Houston-Galveston Area Council (H-GAC) Transportation Implementation Plan.

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

Summary: The FM 528 Extension project will provide a safe and efficient hurricane route through Alvin. It is included in the City's Thoroughfare Plan and the City is currently engaged in the engineered design of this project. Brazoria County has also committed funds toward this project. The City intends to submit this project this year to the H-GAC Transportation Implementation Plan for full funding. Staff recommends approval of Resolution 18-R-20.

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

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

Legal Review Required: N/A ___ Required x **Date Completed:** 5/29/2018 SLH

Supporting documents attached:

- Resolution 18-R-20
-

Recommendation: Move to approve Resolution 18-R-20, expressing the support for FM 528 Extension from Business 35 to State Highway 6, and for approval and funding in the H-GAC Transportation Implementation Plan

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 18-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, EXPRESSING THE SUPPORT FOR FM 528 EXTENSION FROM BUSINESS 35 TO STATE HIGHWAY 6 (THE PROJECT), AND FOR APPROVAL AND FUNDING IN THE H-GAC TRANSPORTATION IMPLEMENTATION PLAN; AND SETTING FORTH OTHER MATTERS RELATED THERETO

WHEREAS, the City of Alvin, Texas (the “City”), is a political subdivision of the State of Texas, authorized to finance its activities by issuing obligations; and

WHEREAS, the City of Alvin has a general need to more safely and efficiently direct traffic traveling between Friendswood and Manvel and through Alvin; and

WHEREAS, a serious evacuation danger exists for Galveston County residents that can be limited by the railroad underpass on Highway 6 in Alvin (this underpass flooded due to loss of power during IKE); and

WHEREAS, Highway 6 is limited to TxDOT permitted high load trucks due to this same railroad underpass; and

WHEREAS, the City of Alvin recognized these state highway limitations and added the FM 528 Extension Project (The Project) (an extension of FM 528 from Business 35 to Highway 6) to its Mobility Plan in 2003, and then initiated the acquisition of right-of-way, preliminary engineering, and environmental studies to move the Project to the formal submittal phase for funding consideration; and

WHEREAS, the City of Alvin updated its Thoroughfare Plan on April 7, 2016, and included the FM 528 Extension Project as a priority; and

WHEREAS, the Project is being submitted to the Houston-Galveston Area Council (H-GAC) Transportation Improvement Plan (TIP) call for projects; and

WHEREAS, Brazoria County, through its Commissioners Court, has pledged a 10% match from a previous transportation bond program; and

WHEREAS, the City of Alvin has spent over \$600,000 on the FM 528 Extension to date to obtain right of way, engineering, and environmental work, and is committed to contributing up to \$1 million toward the design and construction that will place the project in a “Project Ready Status”,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, that the City of Alvin hereby passes this resolution of support and urges H-GAC to place it in the TIP for Texas Department of Transportation (TxDOT) funding at its earliest opportunity for the completion of the FM 528 Extension Project from Business Highway 35 west and south to State Highway 6.

AND, IT IS SO RESOLVED.

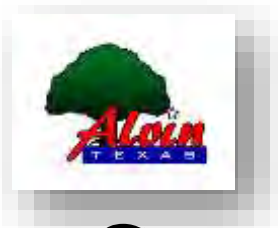
PASSED AND APPROVED on this the 7th day of June 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Resolution 18-R-21, acknowledging and accepting a sidewalk easement granted to the City of Alvin, located at 1901 Rosharon Road, Alvin, Texas

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

Summary: Section 21-42 - Sidewalks, ADA ramps, driveways and driveway approaches of the City's Code of Ordinances provides that sidewalks, Americans with Disabilities Act (ADA) compliant ramps, driveways and driveway approaches shall be required and shall be constructed in accordance with the City's design criteria. This means the builder/owner is required to install a sidewalk as part of the process. Once constructed, the City will be responsible for the maintenance and repair of the sidewalk. This property is located at 1901 Rosharon Road. This resolution formally acknowledges the City's acceptance of this sidewalk easement being granted to the City by Dy Chhoeun. Staff recommends approval.

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

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

Legal Review Required: N/A ___ Required x **Date Completed:** 5/29/2018 SLH

Supporting documents attached:

- Resolution 18-R-21
 - Sidewalk Easement with exhibits
-

Recommendation: Move to approve Resolution 18-R-21, acknowledging and accepting a sidewalk easement granted to the City of Alvin located at 1901 Rosharon Road, Alvin, Texas.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 18-R-21

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, ACKNOWLEDGING AND ACCEPTING A SIDEWALK
EASEMENT GRANTED TO THE CITY OF ALVIN, TEXAS.**

WHEREAS, the City of Alvin, Texas, desires to acknowledge and accept said SIDEWALK EASEMENT, attached hereto as Exhibit 1, granted to the City by Dy Chhoeun more formally described as follows:

Being a tract of land containing 1.0261 acres (44,696 square feet), being a part of Lots 23, 29, and 30 of the Hooper & Wade Survey, Abstract 488, Brazoria County, Texas, according to plats recorded in Volume 6, Page 152, and Volume 32, Page 2, of the Deed Records of Brazoria County, Texas, being all of a tract of land conveyed unto Janet D. Yancey and Arlene Squires by deed recorded under County Clerk's File No. 2015019475 of the Official Records of Brazoria County, Texas. Said 1.0261-acre tract being more particularly described on the metes and bounds attached to the Sidewalk Easement.

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

Section 1. That the City Council hereby accepts the Sidewalk Easement granted to the City of Alvin by Dy Chhoeun.

Section 2. That said Sidewalk Easement shall be recorded in the Deed Records of Brazoria County, Texas.

Section 3. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 7th day of June 2018.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

SIDEWALK EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS EASEMENT is made and executed this _____ day of _____, 2018, by DY CHHOEUN, a single person, whose mailing address is 1901 Rosharon Rd., Alvin, Texas 77511, (hereinafter referred to as the "Grantor"), to the CITY OF ALVIN, a Texas municipal corporation, whose mailing address is 216 W. Sealy, Alvin, Texas 77511, (hereinafter referred to as the "Grantee").

(Wherever used herein, the terms, "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, the Grantor is the owner of property situated, lying and being in Brazoria County, Texas, and described as follows:

Being a tract of land containing 1.0261 acres (44,696 square feet) being a part of Lots 23, 29 and 30, of the Hooper & Wade Survey, Abstract 488, Brazoria County, Texas, according to the plats recorded in Volume 6, Page 152, and Volume 32, Page 2, of the Deed Records of Brazoria County, Texas, being all of a tract land conveyed unto Janet D. Yancey and Arlene Squires by deed recorded under County Clerk's File No. 2015019475 of the Official Records of Brazoria County, Texas. Said 1.0261-acre tract being more particularly described on the metes and bounds attached hereto as Exhibit "A".

WHEREAS, the Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across that portion of Grantor's Land; and

WHEREAS, the Grantor is willing to grant a sidewalk easement on a portion of Grantor's Land to the Grantee.

WHEREAS, the Grantor, at its expense, shall cause a sidewalk to be constructed on a portion of Grantor's Land, which portion is more particularly described in the attached Exhibit "B" ("Easement Land") attached hereto and made a part hereof; and

WHEREAS, Grantee, at its expense, shall be responsible for maintaining, replacing, and repairing the sidewalk.

NOW, THEREFORE, for and in consideration of mutual covenants each to the other running and Ten Dollars (\$10.00) and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Land.

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this grant of easement.

2. Grant of Easement. The Grantor hereby grants Grantee a perpetual, non-exclusive easement in, on, over, under, and across the Easement Land described in Exhibit "B" for a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Land.

3. Construction of Sidewalk Improvements. At Grantor's sole cost and expense, Grantor shall construct a sidewalk within the Easement Land pursuant to a site plan approved for Grantor's Land.

4. Maintenance of Sidewalk Improvements. At Grantee's sole cost and expense, Grantee shall maintain, replace, and repair the sidewalk as necessary.

5. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement.

6. Benefits and Burdens Runs with Land. All provisions of this Sidewalk Easement, including the benefits and burdens, run with the Easement Land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Termination/Relocation. Should the Grantee cease using the Easement Land for a public sidewalk for a period of more than twelve (12) months, this easement shall automatically terminate. The Grantee, through its Planning and Development Department, in its reasonable discretion, may approve a request by Grantor to relocate this easement as described in Exhibit "B" to other lands owned by the Grantor.

8. Indemnification. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGE, LOSS, COST AND EXPENSE OF ANY KIND WHATSOEVER WHICH MAY ACCRUE TO OR BE SUSTAINED BY GRANTOR ARISING OUT OF THIS EASEMENT INCLUDING, WITHOUT LIMITATION, FOR THE DEATH OF OR INJURY TO PERSONS OR DESTRUCTION OF PROPERTY ARISING FROM ANY CAUSE WHATSOEVER, EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE AS SHALL HAVE BEEN CAUSED BY THE WILLFUL OR INTENTIONAL ACT OF THE GRANTOR, ITS AGENTS, GUESTS, INVITEES, FAMILY MEMBERS OR EMPLOYEES. GRANTEE EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE GRANTOR FOR ANY LEGAL FEES AND EXPENSES INCURRED IN RESISTING OR DEFENDING AGAINST ANY CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS AND IN SEEKING TO ENFORCE, THROUGH LITIGATION, ARBITRATION, MEDIATION, OR OTHERWISE, GRANTOR'S INDEMNITY AND DEFENSE RIGHTS EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE AS SHALL HAVE BEEN CAUSED BY THE WILLFUL OR INTENTIONAL ACT OF THE GRANTOR, ITS AGENTS, GUESTS, INVITEES, FAMILY MEMBERS OR EMPLOYEES.

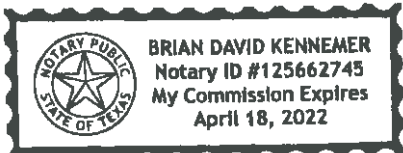
Grantor:

By: [Signature]
DY CHHOEUN

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on May 24, by DY CHHOEUN.



[Signature]
Notary Public, State of Texas
My commission expires: 4-18-2022

Accepted by the City of Alvin

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, by _____
_____ as the _____ for the City of Alvin.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

**DESCRIPTION OF A TRACT OF LAND CONTAINING
1.0261 ACRES (44,696 SQUARE FEET) SITUATED
IN THE HOPPER & WADE SURVEY, SECTION 18, ABSTRACT 488
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 1.0261 acres (44,696 square feet) being part of Lots 23, 29 and 30, of the Hopper & Wade Survey, Abstract 488, Brazoria County, Texas, according to the plats recorded in Volume 6, Page 152, and Volume 32, Page 2, of the Deed Records of Brazoria County, Texas, being all of a tract land conveyed unto Janet D. Yancey and Arlene Squires by deed recorded under County Clerk's File No. 2015019475 of the Official Records of Brazoria County, Texas. Said 1.0261-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap marked "SURVEY 1" at the common corner of Lots 23, 24, 29 and 30, of said subdivision, being the north corner of a tract land conveyed unto Abdel Martinez Blancart and Yaillet Calderin Arafet by deed recorded under County Clerk's File No. 2014034343 of the Official Records of Brazoria County, Texas, and an interior corner of the said tract herein described;

THENCE South 59°47'12" West, along the common line of said Lots 23 and 24 being the northwest line of said Abdel Martinez Blancart and Yaillet Calderin Arafet tract, a distance of 66.04 feet to a found 5/8-inch iron rod in the southeast right-of-way line of Rosharon Road (60.00 feet wide) for the west corner of the said tract herein described;

THENCE North 32°16'45" East, along the southeast right-of-way line of said Rosharon Road, a distance of 255.32 feet to the north corner of the said tract herein described, from which a 4-inch wood post bears South 29°15' East, a distance of 0.6 feet;

THENCE South 57°43'15" East, along the south line of a tract land conveyed unto Jorge Cosculluela Rodriguez by deed recorded under County Clerk's File No. 2014043616 of the Official Records of Brazoria County, Texas, a distance of 189.25 feet to a found 5/8-inch iron rod for the east corner of the said tract herein described;

THENCE South 32°16'45" West, along the west line of said Rodriguez tract, a distance of 279.50 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" in the west line of said Lot 29 and the east line of said Lot 24, being the west line of said Rodriguez and the east line of said Abdel Martinez Blancart and Yaillet Calderin Arafet tract for the south corner of the said tract herein described;

THENCE North 30°11'13" West, along the common line of Lots 24 and 29 being the east line of said Abdel Martinez Blancart and Yaillet Calderin Arafet, a distance of 179.02 feet to the POINT OF BEGINNING and containing 1.0261 acres (44,696 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated Feb. 14, 2018, job number 2-60874-18.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

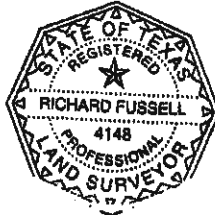


EXHIBIT "A"

Feb. 14, 2018

**SIDEWALK EASEMENT
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0288 ACRES (1,253 SQUARE FEET) SITUATED
IN THE HOPPER & WADE SURVEY, SECTION 18, ABSTRACT 488
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 0.0288 acres (1,253 square feet) being part of Lots 23, 29 and 30, of the Hopper & Wade Survey, Abstract 488, Brazoria County, Texas, according to the plats recorded in Volume 6, Page 152, and Volume 32, Page 2, of the Deed Records of Brazoria County, Texas, being all of a tract land conveyed unto Janet D. Yancey and Arlene Squires by deed recorded under County Clerk's File No. 2015019475 of the Official Records of Brazoria County, Texas. Said 0.0288-acre tract being more particularly described by metes and bounds as follows:

BEGINNING AT a found 5/8-inch iron rod in the southeast right-of-way line of Rosharon Road (60.00 feet wide) for the west corner of the said tract herein described;

North 32°16'45" East, along the southeast right-of-way line of Rosharon Road (60 feet wide), a distance of 255.32 feet to the north corner of the said tract herein described, from which a 4-inch wood post bears South 29°15' East, a distance of 0.6 feet;

THENCE South 57°43'15" East, along the south line of a tract land conveyed unto Jorge Cosculluela Rodriguez by deed recorded under County Clerk's File No. 2014043616 of the Official Records of Brazoria County, Texas, a distance of 5.00 feet to the east corner of the said tract herein described;

THENCE South 32°16'45" West, a distance of 245.72 feet to a point in the common line of Lot 24 of said Hopper & Wade Survey, Abstract 488 and said Lot 23 for the south corner of the said tract herein described;

THENCE South 59°47'12" West, along the common line of Lots 23 and 24 being the northwest line of said Abdel Martinez Blancart and Yaillet Calderin Arafet tract, a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0288 acres (1,253 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated December 21, 2017, job number 12-59754-17-17.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

EXHIBIT "B"

HOOPER & WADE
SURVEY, SECTION 18
ABSTRACT 488

SCALE 1"=40'

JORGE COSCULLUELA RODRIGUEZ
FILE NO. 2014043616
O.R.B.C.

ROSHARON ROAD
(60' R.O.W.)

LOT 23

LOT 30

LOT 29

JANET D. YANCEY
& ARLENE SQUIRES
FILE NO. 2015019475
O.R.B.C.

1.0261 ACRES
(44,696 SQ.FT.)

SUBDIVISION OF
HOOPER & WADE SURVEY
SECTION 18, ABSTRACT 488
VOL. 6, PG. 152 &
VOL. 32, PG. 2 D.R.B.C.

ABDEL MARTINEZ BLANCART
& YAIET CALDERIN ARAFAT
FILE NO. 2014034343
O.R.B.C.

JORGE COSCULLUELA RODRIGUEZ
FILE NO. 2014043616
O.R.B.C.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO JANET D. YANCEY AND ARLENE SQUIRES, RECORDED IN COUNTY CLERK'S FILE NO. 2015019475 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON APRIL 21, 2017, UNDER G.F. NO. 07-172071LLF.
7. PIPELINE EASEMENT TO TEXAS PIPE LINE COMPANY AS RECORDED IN VOL. 491, PG. 427 O.R.B.C.
8. PIPELINE EASEMENT TO PEOPLES GULF COAST NATURAL GAS PIPELINE COMPANY AS RECORDED IN VOL. 775, PG. 242 O.R.B.C.
9. ROAD EASEMENT AS RECORDED IN VOL. 845, PG. 325 O.R.B.C.
10. ROAD EASEMENT AS RECORDED IN VOL. 1101, PG. 855 O.R.B.C.

LEGEND

	ASPHALT		POWER POLE		WATER METER
	FENCE		OVERHEAD UTILITY LINES		GRAVEL
	WOOD WIRE		APPROXIMATE PIPELINE LOCATION		
	PIPELINE MARKER				

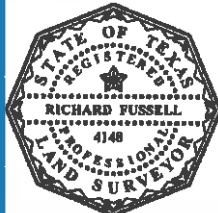
LEGAL DESCRIPTION: A TRACT OF LAND BEING PART OF LOTS 23, 29 AND 30 OF THE HOOPER & WADE SURVEY SECTION 18, ABSTRACT 488, BRAZORIA COUNTY, TEXAS, CONTAINING 1.0261 ACRES (44,696 SQUARE FEET) ACCORDING TO THE PLATS RECORDED IN VOLUME 6, PAGE 152, AND VOLUME 32, PAGE 2, OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

CLIENT:

TBD

ADDRESS:

1901 ROSHARON ROAD



SURVEYOR'S CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON APRIL 5, 2017, AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND THAT THERE ARE NO ENCUMBRANCES OR PROHIBITIONS EXCEPT AS SHOWN.



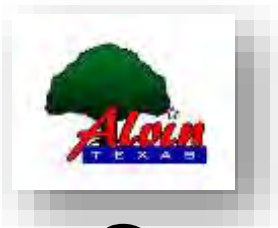
Survey 1, Inc.
Your Land Survey Company

G.F. # 07-172071LLF
www.survey1inc.com
survey1@survey1inc.com
Firm Registration No. 100798-00
P.O. Box 2543 | Abilene, TX 77512
(281)363-1382 | Fax (281)363-1363

FIELD CREW: TECH: RF RK
DRAFTER: RK
FINAL CHECK: SB

DATE: DEC. 21, 2017
JOB# 12-59754-17

PLOT PLAN



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of St. John the Baptist Catholic Church (located at 110 E. South Street), being 14.952 acres in the H.T.& B.R.R. Co. Survey, Section 13, Abstract 225, in the City of Alvin, Brazoria County, Texas.

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

Summary: On May 1, 2018, the Engineering Department received the final plat of St. John the Baptist Catholic Church for review. The property is located at 110 E. South Street and is being platted for future expansion of the church. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on May 15, 2018.

Staff recommends approval.

To view final plat click [HERE](#).

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

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

Legal Review Required: N/A ☒ Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of St. John the Baptist Catholic Church
-

Recommendation: Move to approve the final plat of St. John the Baptist Catholic Church (located at 110 E. South Street), being 14.952 acres in the H.T.& B.R.R. Co. Survey, Section 13, Abstract 225, in the City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Pierce Business Park (located near the southeast corner of FM 1462 and Rosharon Road), being a subdivision of 16.608 acres, being a portion of the subdivision of the Hooper and Wade Section 18 Survey, A-488, as per the plat recorded in volume 32 page 2, O.R.B.C.T., City of Alvin, Brazoria County, Texas.

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

Summary: On May 1, 2018, the Engineering Department received the final plat of Pierce Business Park for review. The property is located near the southeast corner of the FM 1462 and Rosharon Road intersection and is being platted for future commercial development. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on May 15, 2018.

Staff recommends approval.

To view final plat click [HERE](#).

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

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

Legal Review Required: N/A ☒ Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Pierce Business Park
-

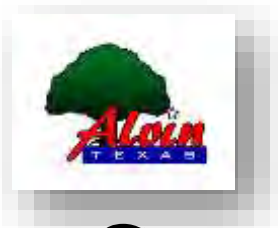
Recommendation: Move to approve the final plat of Pierce Business Park (located near the southeast corner of FM 1462 and Rosharon Road), being a subdivision of 16.608 acres, being a portion of the subdivision of the Hooper and Wade Section 18 Survey, A-488, as per the plat recorded in volume 32 page 2, O.R.B.C.T., City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an Agreement with Horizon International Group, LLC through the BuyBoard Cooperative Purchasing Network in the amount not to exceed \$150,902.48 for improvement to the Alvin Museum; and authorize the City Manager to sign subject to legal review.

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

Summary: On June 15, 2017 the Museum Society presented to City Council a proposal to enclose the loading dock at the museum to serve as a new storage room which would create additional space for a new permanent Nolan Ryan exhibit, along with enhancing the exhibit space for the Children's area, as well as build new exhibit cabinets. The cost for these enhancements was estimated at \$130,000. Not included in the proposal was an estimated cost of \$16,925 to replace approximately 39 outdated (T-12 style) light fixtures located in the accession room of the museum. These fixtures were budgeted for replacement in the FY16 museum operations budget, but not completed, in anticipation to include in the upcoming dock enclosure project. The unused funds were returned to the general fund.

During the FY18 budget process, City Council appropriated \$130,000 from the Hotel Occupancy Tax funds to complete the Museum building dock enclosure project based on the estimate. Staff utilized Buy Board Cooperative Purchasing Network* and engaged the services of Horizon International Group, LLC for a proposal for the museum dock enclosure project to include light fixture replacement in the accession room. Horizon's proposal totaled \$150,902.48.

The scope of work includes:

Demo existing wall, doors, ladders, loading dock ceiling and handrails	Install new GFCI receptacles per plans
Infill existing steps with concrete to make level with existing loading dock	Install new 3-ton HVAC rooftop unit and new duct work per plans
Build new exterior walls with drywall interior and plaster exterior	Install new doors and egress hardware per plans
Demo existing plumbing floor drains and fill floor solid	Install new coiling door at loading dock existing opening
Demo piping and cap off pipe	Research electrical circuitry and combine existing circuit as needed in museum to gain power for new lighting
Demo ceiling in new exhibit area to allow for new electrical to be installed	Demo brick column and use existing brick to repair wall and match as close as possible to existing brick

Fur out wall as talked about in walkthrough for loading dock area and exhibit area as needed	Paint new interior walls for loading dock and exhibit room
Install new lighting and switching per plans	Leave loading dock ceiling exposed but paint ceiling metal
Paint exhibit room ceiling	Install new drop ceiling in exhibit room to cover existing plumbing pipes
Construct 4 cabinets	

Should council approve the agreement with Horizon International Group, LLC, a formal budget amendment will be presented to council to appropriate the additional \$20,902.48 at the end of the fiscal year.

**Advantages of using Buy Board Cooperative Purchasing Network:*

- 1.) *Fast track procurement process*
- 2.) *Lower procurement and administrative costs*
- 3.) *Fewer change orders and claims*
- 4.) *Competitively bid local pricing in a lump sum proposal*
- 5.) *Ability to accomplish a substantial number of individual projects with a competitively bid contract*
- 6.) *Oversight through the Gordian Group which audits the accuracy of all job order contract proposals*

In order for local vendors to be considered for this project, local vendors must meet horizon International Group LLC's insurance requirements, expected quality of work; and competitively submit a bid. Horizon has completed several building interior renovation projects for the City of Alvin, most recently the flood damage renovations to the Public Services Facility.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___
 Budgeted \$130,000

Funding Account: 121 1006 14 4100 **Amount:** Actual \$150,902 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** _____

Supporting documents attached:

- Agreement
- Museum Society Proposal

Recommendation: Move to approve an Agreement with Horizon International Group, LLC through the BuyBoard Cooperative Purchasing Network in the amount not to exceed \$150,902.48 for improvement to the Alvin Museum; and authorize the City Manager 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 ☒



Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area C - HIG

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 056629.00

Work Order Date: 05/11/2018

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Owner Name: City of Alvin

Contractor Name: Horizon International Group, LLC

Contact: Dan Kelenske

Contact: Jeff Greytok

Phone: 832-473-8456

Phone: (361) 563-1070

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area C - HIG.

Brief Work Order Description:

Alvin Historical Museum Room Addition and Renovation

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$150,902.48

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Jeff Greytok
Horizon International Group, LLC
4204 Bellaire Blvd, Suite 210
Houston, TX 77025
(361) 563-1070

From: Dan Kelenske
City of Alvin
1100 W Hwy 6
Alvin, TX 77511
832-473-8456

Date Printed: May 11, 2018

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Brief Scope: Alvin Historical Museum Room Addition and Renovation

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1. Demo existing wall
2. Demo existing doors
3. Demo existing ladders
4. Demo existing loading dock ceiling
5. Demo existing handrails
6. Infill existing steps with concrete to make level with existing loading dock
7. Build new exterior walls with drywall interior and plaster exterior
8. Demo existing plumbing floor drains and fill floor solid and demo piping and cap off pipe
9. Demo ceiling in new exhibit area to allow for new electrical to be installed
10. Fur out wall as talked about in walkthrough for loading dock area and exhibit area as needed
11. Install new lighting and switching per plans
12. Install new GFCI receptacles per plans
13. Install new 3 ton HVAC rooftop unit and new duct work per plans
14. Install new doors and egress hardware per plans
15. Install new coiling door at loading dock existing opening
16. Research electrical circuitry and combine existing circuit as needed in museum to gain power for new lighting
17. Demo brick column and use existing brick to repair wall and match as close as possible to existing brick
18. Paint new interior walls for loading dock and exhibit room
19. Leave loading dock ceiling exposed but paint ceiling metal
20. Paint exhibit room ceiling
21. Install new drop ceiling in exhibit room to cover existing plumbing pipes

Subject to the terms and conditions of JOC Contract **520-16 Area C - HIG**.

Detailed Scope of Work Continues..

Work Order Number: 056629.00
Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Contractor	Date

Owner	Date

Contractor's Price Proposal - Summary

Date: May 11, 2018

Re: IQC Master Contract #: 520-16 Area C - HIG
Work Order #: 056629.00
Owner PO #:
Title: City of Alvin - Historical Museum Room Addition and Renovation
Contractor: Horizon International Group, LLC
Proposal Value: \$150,902.48

Section - 01	\$21,898.77
Section - 02	\$2,353.57
Section - 03	\$2,950.76
Section - 04	\$810.06
Section - 05	\$518.12
Section - 06	\$2,015.37
Section - 07	\$1,351.47
Section - 08	\$14,240.96
Section - 09	\$28,680.17
Section - 11	\$659.40
Section - 23	\$19,341.78
Section - 26	\$56,082.05
Proposal Total	\$150,902.48

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 11, 2018

Re: IQC Master Contract #: 520-16 Area C - HIG
 Work Order #: 056629.00
 Owner PO #:
 Title: City of Alvin - Historical Museum Room Addition and Renovation
 Contractor: Horizon International Group, LLC
 Proposal Value: \$150,902.48

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$497.79
			Installation	Quantity 8.00 x Unit Price 46.88 x Factor 1.3273 = Total 497.79	
				Line item used for circuit tracing as needed for project	
2	01 22 20 00 0010 0004		MOD	For Foreman, Add	\$24.85
			Installation	Quantity 8.00 x Unit Price 2.34 x Factor 1.3273 = Total 24.85	
3	01 22 20 00 0056		HR	Maintenance Carpenter Worker With Truck And ToolsThis task will be used specifically for maintenance service calls.	\$10,153.85
			Installation	Quantity 120.00 x Unit Price 63.75 x Factor 1.3273 = Total 10,153.84	
				Used for building cabinet frames for owner provided doors	
4	01 22 20 00 0056 0113		MOD	For Material Supplies On Each Service Call, Add	\$1,592.76
			Installation	Quantity 120.00 x Unit Price 10.00 x Factor 1.3273 = Total 1,592.76	
5	01 22 20 00 0058		HR	Maintenance Plumber With Truck And ToolsThis task will be used specifically for maintenance service calls.	\$927.41
			Installation	Quantity 8.00 x Unit Price 87.34 x Factor 1.3273 = Total 927.41	
				Used for demo of floor drains and piping	
6	01 22 20 00 0060		HR	Maintenance Roofer Worker With Truck And ToolsThis task will be used specifically for maintenance service calls.	\$1,918.11
			Installation	Quantity 16.00 x Unit Price 90.32 x Factor 1.3273 = Total 1,918.11	
				Used to cut roof for new HVAC unit	
7	01 22 20 00 0060 0113		MOD	For Material Supplies On Each Service Call, Add	\$212.37
			Installation	Quantity 16.00 x Unit Price 10.00 x Factor 1.3273 = Total 212.37	
8	01 22 23 00 0056		WK	20' Electric, Scissor Platform Lift	\$1,224.39
			Installation	Quantity 3.00 x Unit Price 307.49 x Factor 1.3273 = Total 1,224.39	
				Lift for the electrician	
9	01 22 23 00 0061		DAY	30' Electric, Scissor Platform Lift	\$2,720.86
			Installation	Quantity 8.00 x Unit Price 256.24 x Factor 1.3273 = Total 2,720.86	
				2 lifts 4 days each	
10	01 22 23 00 0888		DAY	20 To 25 Ton Lift Hydraulic Crane With Full-Time Operator	\$1,512.78
			Installation	Quantity 1.00 x Unit Price 1,139.74 x Factor 1.3273 = Total 1,512.78	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 01

11	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.					\$398.19
			Quantity	Unit Price	Factor	=	Total	
		Installation	1.00 x	300.00 x	1.3273	=	398.19	
12	01 74 19 00 0015	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$582.68
			Quantity	Unit Price	Factor	=	Total	
		Installation	1.00 x	439.00 x	1.3273	=	582.68	
13	01 74 19 00 0015 0108	MOD	For Each Ton Over Indicated Amount, Add					\$132.73
			Quantity	Unit Price	Factor	=	Total	
		Installation	2.00 x	50.00 x	1.3273	=	132.73	

Subtotal for Section - 01 **\$21,898.77**

Section - 02

14	02 41 19 13 0008	CF	Masonry Column Removal, Per CF Of Masonry Removed; For Other Sizes Over 16" Square					\$472.52
			Quantity	Unit Price	Factor	=	Total	
		Installation	40.00 x	8.90 x	1.3273	=	472.52	
15	02 41 19 13 0051	LF	Saw Cut Brick Masonry Up To 4" Depth					\$524.28
			Quantity	Unit Price	Factor	=	Total	
		Installation	100.00 x	3.95 x	1.3273	=	524.28	
16	02 41 19 13 0272	IN	1/2" Diameter Drilling In Concrete Per Inch Of Depth					\$146.27
			Quantity	Unit Price	Factor	=	Total	
		Installation	116.00 x	0.95 x	1.3273	=	146.27	
			60 in for dowels and 56+ in for walls					
17	02 41 19 13 0368	VLF	Brick, Hard Mortar, Toothing Masonry Cutouts					\$1,210.50
			Quantity	Unit Price	Factor	=	Total	
		Installation	100.00 x	9.12 x	1.3273	=	1,210.50	
			Used to cut brick as needed to repair walls with existing brick					

Subtotal for Section - 02 **\$2,353.57**

Section - 03

18	03 11 13 00 0005	SF	Mat Foundation Wood Formwork					\$34.48
			Quantity	Unit Price	Factor	=	Total	
		Installation	6.00 x	4.33 x	1.3273	=	34.48	
19	03 21 11 00 0121	LF	#5, Grade 40, Slab On Grade, Steel Reinforcement Bar					\$51.76
			Quantity	Unit Price	Factor	=	Total	
		Installation	50.00 x	0.78 x	1.3273	=	51.76	
20	03 21 11 00 0242	EA	1/2" Diameter x 24" Long, Deformed Straight Dowel					\$20.71
			Quantity	Unit Price	Factor	=	Total	
		Installation	10.00 x	1.56 x	1.3273	=	20.71	

Work Order Number: 056629.00
Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

21	03	31	13	00	0051		CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.		\$839.92				
							Installation	Quantity 40.00	x	Unit Price 15.82	x	Factor 1.3273	=	Total 839.92
22	03	31	13	00	0051	0038	MOD	For High Early Strength, Type 3 ASTM C150, Add						\$27.08
							Installation	Quantity 40.00	x	Unit Price 0.51	x	Factor 1.3273	=	Total 27.08
23	03	31	13	00	0051	0039	MOD	For Lightweight Aggregate, ASTM C330, Add						\$81.76
							Installation	Quantity 40.00	x	Unit Price 1.54	x	Factor 1.3273	=	Total 81.76
24	03	35	16	00	0005		SF	Concrete Floor Finishes, Final Float						\$16.46
							Installation	Quantity 20.00	x	Unit Price 0.62	x	Factor 1.3273	=	Total 16.46
25	03	35	16	00	0005	0050	MOD	For Up To 50 SF, Add						\$65.83
							Installation	Quantity 20.00	x	Unit Price 2.48	x	Factor 1.3273	=	Total 65.83
26	03	35	43	00	0004		SF	Mechanically Grind Concrete Floor With 100 Grit Resin Bonded Diamond Wheels						\$225.64
							Installation	Quantity 500.00	x	Unit Price 0.34	x	Factor 1.3273	=	Total 225.64
								Grinding concrete for epoxy paint						
27	03	35	43	00	0004	0143	MOD	For Up To 500, Add						\$438.01
							Installation	Quantity 500.00	x	Unit Price 0.66	x	Factor 1.3273	=	Total 438.01
28	03	35	43	00	0007		SF	Mechanically Grind Concrete Floor With 400 Grit Resin Bonded Diamond Wheels						\$225.64
							Installation	Quantity 500.00	x	Unit Price 0.34	x	Factor 1.3273	=	Total 225.64
								Grinding concrete second step for epoxy paint						
29	03	35	43	00	0007	0143	MOD	For Up To 500, Add						\$438.01
							Installation	Quantity 500.00	x	Unit Price 0.66	x	Factor 1.3273	=	Total 438.01
30	03	54	16	00	0002		SF	1/8" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation						\$485.46
							Installation	Quantity 275.00	x	Unit Price 1.33	x	Factor 1.3273	=	Total 485.46

Section - 04

31	04	05	19	26	0020	LF	#4, Grade 40, Horizontal Placed, Galvanized Steel Masonry Reinforcement Bar	\$23.63
						Installation	Quantity 20.00 x Unit Price 0.89 x Factor 1.3273 = Total 23.63	
32	04	21	13	00	0003	SF	Standard Size Red Face Brick - Veneer (6.4/SF With Running Bond)	\$708.78
						Installation	Quantity 50.00 x Unit Price 10.68 x Factor 1.3273 = Total 708.78	
33	04	21	13	00	0003	0009	MOD For Interior Veneer Construction, Add	\$77.65
						Installation	Quantity 50.00 x Unit Price 1.17 x Factor 1.3273 = Total 77.65	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Subtotal for Section - 04										\$810.06	
Section - 05											
34	05	05	19	00	0014	EA	1/2" Diameter x 4-1/4" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt			\$215.29	
						Installation	Quantity		Unit Price	Factor	Total
							20.00	x	8.11	1.3273 =	215.29
35	05	51	33	13	0003	VLF	24" Wide Vertical Steel Ladder Primed			\$213.83	
						Installation	Quantity		Unit Price	Factor	Total
							0.00	x	73.18	1.3273 =	0.00
						Demolition	30.00	x	5.37	1.3273 =	213.83
						Used to demo existing ladders					
36	05	52	13	00	0010	LF	1-1/4" Diameter, Two Rail, Up To 42" High, Welded Steel Pipe Railing			\$89.00	
						Installation	Quantity		Unit Price	Factor	Total
							0.00	x	34.83	1.3273 =	0.00
						Demolition	15.00	x	4.47	1.3273 =	89.00
Subtotal for Section - 05										\$518.12	
Section - 06											
37	06	11	16	00	0023	LF	2" x 4" Wood Purlin			\$193.25	
						Installation	Quantity		Unit Price	Factor	Total
							160.00	x	0.91	1.3273 =	193.25
38	06	16	33	00	0014	SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.			\$1,822.12	
						Installation	Quantity		Unit Price	Factor	Total
							960.00	x	1.43	1.3273 =	1,822.12
Subtotal for Section - 06										\$2,015.37	
Section - 07											
39	07	13	53	00	0024	CSF	10 Mil Polyvinyl Chloride (PVC) Vapor Barrier			\$225.52	
						Installation	Quantity		Unit Price	Factor	Total
							6.50	x	26.14	1.3273 =	225.52
40	07	13	53	00	0024 0017	MOD	For Joint Taping, Add			\$30.26	
						Installation	Quantity		Unit Price	Factor	Total
							6.00	x	3.80	1.3273 =	30.26
41	07	21	16	00	0006	SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation			\$1,095.69	
						Installation	Quantity		Unit Price	Factor	Total
							650.00	x	1.27	1.3273 =	1,095.69
Subtotal for Section - 07										\$1,351.47	
Section - 08											
42	08	12	13	13	0003	EA	2' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge			\$39.90	
						Installation	Quantity		Unit Price	Factor	Total
							0.00	x	141.27	1.3273 =	0.00
						Demolition	1.00	x	30.06	1.3273 =	39.90
43	08	12	13	13	0008	EA	3' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge			\$347.17	
						Installation	Quantity		Unit Price	Factor	Total
							1.00	x	181.40	1.3273 =	240.77
						Demolition	2.00	x	40.08	1.3273 =	106.40

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 08

44	08 13 13 13 0019	EA	2' x 7' x 1-3/4" 20 Gauge Metal Door (Unrated)						\$29.25
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	302.30 x	1.3273	=	0.00		
		Demolition	1.00 x	22.04 x	1.3273	=	29.25		
45	08 13 13 13 0073	EA	3' x 7' x 1-3/4" 18 Gauge Metal Door (Unrated)						\$514.93
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	339.85 x	1.3273	=	451.08		
		Demolition	2.00 x	24.05 x	1.3273	=	63.84		
46	08 13 13 13 0073 0109	MOD	For 1 Hour To 1-1/2 Hour Rated Door And FM Label, Add						\$73.36
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	55.27 x	1.3273	=	73.36		
47	08 14 16 00 0072	PR	Pair 3' x 7' x 1-3/8" Solid Core Wood Plastic Laminated Door						\$635.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	478.85 x	1.3273	=	635.58		
48	08 33 23 00 0038	EA	6' x 8', 22 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift						\$2,381.34
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,794.12 x	1.3273	=	2,381.34		
49	08 33 23 00 0038 0166	MOD	For 20 Gauge Galvanized Steel Overhead Coiling Door, Add						\$305.33
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	230.04 x	1.3273	=	305.33		
50	08 33 23 00 0197	LF	Bottom Of Door, Weather Strip Seal For Coiling Doors, Astragal Only						\$14.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	1.84 x	1.3273	=	14.65		
51	08 33 23 00 0198	LF	Top Of Door (Lintel), Weather Strip Seal For Coiling Doors						\$131.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	16.45 x	1.3273	=	131.00		
52	08 33 23 00 0199	LF	Side Of Door (Guides), Weather Strip Seal For Coiling Doors						\$291.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	14.00 x	15.66 x	1.3273	=	291.00		
53	08 71 16 00 2127	EA	3' Push Bar Exit Device, Surface Vertical Rods, Narrow Stile Aluminum anodized finish. Von Duprin Series 3327/3527.						\$4,632.90
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	1,163.49 x	1.3273	=	4,632.90		
54	08 71 16 00 2127 0244	MOD	For Satin Chrome Plated US26D (BHMA 626) Finish, Add						\$797.46
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	200.27 x	1.3273	=	797.46		
55	08 71 16 00 2244	EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)						\$1,256.49
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	315.55 x	1.3273	=	1,256.49		
56	08 71 16 00 2244 0280	MOD	For Plated Finish With Clear Coat, Add						\$506.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	127.20 x	1.3273	=	506.50		
57	08 71 16 00 2268	EA	Entrance F08 Mortise Lockset Locked with key outside and thumb knob inside.						\$1,615.38
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	405.68 x	1.3273	=	1,615.38		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 08

58	08	71	16	00	2268	0289	MOD	For Satin Stainless Steel US32D (BHMA 630) Finish, Add								\$513.90
							Installation	Quantity	Unit Price	Factor	=	Total				
								3.00	129.06	x		513.90				
59	08	71	21	00	0019		LF	3" Width, 1/2" Height, Aluminum Saddle Threshold (Pemko 169A)								\$154.82
							Installation	Quantity	Unit Price	Factor	=	Total				
								9.00	12.96	x		154.82				

Subtotal for Section - 08

\$14,240.96

Section - 09

60	09	22	13	00	0003		SF	7/8", 25 Gauge, 16" On Center, Installed On Walls, Hat Furring Channel								\$2,662.34
							Installation	Quantity	Unit Price	Factor	=	Total				
								1,173.00	1.71	x		2,662.34				
61	09	22	13	00	0003	0420	MOD	For Walls >10' High, Add								\$280.25
							Installation	Quantity	Unit Price	Factor	=	Total				
								1,173.00	0.18	x		280.25				
62	09	22	16	13	0017		SF	6" Width, 16" On Center, 18 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners								\$3,082.10
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	3.67	x		3,039.62				
							Demolition	Quantity	Unit Price	Factor	=	Total				
								100.00	0.32	x		42.47				
63	09	22	16	13	0017	0001	MOD	For Walls >10' High, Add								\$604.61
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	0.73	x		604.61				
64	09	22	36	23	0003		SF	2.0 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath								\$886.21
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	1.07	x		886.21				
65	09	22	36	23	0003	0011	MOD	For Walls >10' High, Add								\$57.98
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	0.07	x		57.98				
66	09	23	13	00	0005		LF	Galvanized Corner Bead For Plaster Applications								\$83.35
							Installation	Quantity	Unit Price	Factor	=	Total				
								40.00	1.57	x		83.35				
67	09	23	13	00	0009		LF	Galvanized "L" Trim For Plaster Applications								\$117.47
							Installation	Quantity	Unit Price	Factor	=	Total				
								50.00	1.77	x		117.47				
68	09	23	13	00	0012		LF	3/4" Galvanized Expansion Joint For Plaster Applications								\$73.16
							Installation	Quantity	Unit Price	Factor	=	Total				
								26.00	2.12	x		73.16				
69	09	24	23	00	0002		SF	Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side.								\$3,862.39
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	3.79	x		3,139.01				
							Demolition	Quantity	Unit Price	Factor	=	Total				
								500.00	1.09	x		723.38				
								624sf for new walls and 500sf for loading dock ceiling								
70	09	24	23	00	0002	0020	MOD	For Walls >10' High, Add								\$248.47
							Installation	Quantity	Unit Price	Factor	=	Total				
								624.00	0.30	x		248.47				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 09

71	09	24	23	00	0002	0027	MOD	For Color Added To Finish Coat, Add										\$124.24
							Installation	Quantity	624.00	x	Unit Price	0.15	x	Factor	1.3273	=	Total	124.24
72	09	24	23	00	0002	0029	MOD	For Smooth Float Finish, Add										\$521.79
							Installation	Quantity	624.00	x	Unit Price	0.63	x	Factor	1.3273	=	Total	521.79
73	09	28	16	00	0003		SF	5/8" DensShield Tile Backer For Installation On Floors										\$1,689.60
							Installation	Quantity	624.00	x	Unit Price	2.04	x	Factor	1.3273	=	Total	1,689.60
74	09	28	16	00	0003	0057	MOD	For Installation On Wall, Add										\$132.52
							Installation	Quantity	624.00	x	Unit Price	0.16	x	Factor	1.3273	=	Total	132.52
75	09	29	00	00	0017		SF	5/8" Type C Fire Rated Gypsum Board										\$2,605.76
							Installation	Quantity	2,016.00	x	Unit Price	0.95	x	Factor	1.3273	=	Total	2,542.04
							Demolition	Quantity	200.00	x	Unit Price	0.24	x	Factor	1.3273	=	Total	63.71
76	09	29	00	00	0017	0036	MOD	For Times When The Shortest Distance From Corner to Corner Is <3', Add										\$11.47
							Installation	Quantity	32.00	x	Unit Price	0.27	x	Factor	1.3273	=	Total	11.47
77	09	29	00	00	0017	0046	MOD	For Horizontal Installation >10' High, Add										\$71.67
							Installation	Quantity	200.00	x	Unit Price	0.27	x	Factor	1.3273	=	Total	71.67
78	09	29	00	00	0034		SF	5/8", Mesh Reinforced, Moisture And Mold Resistant Gypsum Board										\$1,018.73
							Installation	Quantity	624.00	x	Unit Price	1.23	x	Factor	1.3273	=	Total	1,018.73
79	09	29	00	00	0034	0047	MOD	For Walls >10' High, Add										\$33.13
							Installation	Quantity	624.00	x	Unit Price	0.04	x	Factor	1.3273	=	Total	33.13
80	09	29	00	00	0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board										\$856.27
							Installation	Quantity	2,016.00	x	Unit Price	0.32	x	Factor	1.3273	=	Total	856.27
81	09	29	00	00	0059		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board										\$103.53
							Installation	Quantity	200.00	x	Unit Price	0.39	x	Factor	1.3273	=	Total	103.53
82	09	29	00	00	0059	0040	MOD	For >128 To 320, Add										\$23.89
							Installation	Quantity	200.00	x	Unit Price	0.09	x	Factor	1.3273	=	Total	23.89
83	09	29	00	00	0062		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board										\$87.60
							Installation	Quantity	100.00	x	Unit Price	0.66	x	Factor	1.3273	=	Total	87.60
84	09	29	00	00	0074		LF	Corner Bead, Galvanized Steel For Gypsum Board										\$201.75
							Installation	Quantity	100.00	x	Unit Price	1.52	x	Factor	1.3273	=	Total	201.75
85	09	51	13	00	0017		SF	2' x 2' x 5/8" Mineral Fiber Acoustical Ceiling Panels										\$104.06
							Installation	Quantity	80.00	x	Unit Price	0.98	x	Factor	1.3273	=	Total	104.06

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 09

86	09	51	13	00	0017	0093	MOD	For >50 To 200, Add												\$20.18					
							Installation	Quantity	80.00	x		Unit Price	0.19	x		Factor	1.3273	=	Total	20.17					
87	09	51	13	00	0017	0098	MOD	For Individual Room Quantities <495, Add	For use with projects >500 SF											\$10.62					
							Installation	Quantity	80.00	x		Unit Price	0.10	x		Factor	1.3273	=	Total	10.62					
88	09	53	23	00	0004		SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System																	\$169.89
							Installation	Quantity	80.00	x		Unit Price	1.60	x		Factor	1.3273	=	Total	169.89					
89	09	53	23	00	0004	0126	MOD	For Individual Room Quantities <495, Add	For use with projects >500 SF											\$18.05					
							Installation	Quantity	80.00	x		Unit Price	0.17	x		Factor	1.3273	=	Total	18.05					
90	09	53	23	00	0004	0130	MOD	For >50 To 200, Add																	\$36.10
							Installation	Quantity	80.00	x		Unit Price	0.34	x		Factor	1.3273	=	Total	36.10					
91	09	65	13	13	0007		LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)																	\$170.96
							Installation	Quantity	70.00	x		Unit Price	1.84	x		Factor	1.3273	=	Total	170.96					
92	09	65	13	13	0011		EA	4" High, 1/8" Rubber Corner																	\$24.63
							Installation	Quantity	8.00	x		Unit Price	2.32	x		Factor	1.3273	=	Total	24.63					
93	09	68	16	00	0039		SY	34 Ounce, Medium Traffic, Patterned, Nylon Broadloom Carpet																	\$1,328.16
							Installation	Quantity	35.00	x		Unit Price	28.59	x		Factor	1.3273	=	Total	1,328.16					
94	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work																	\$1,263.59
							Installation	Quantity	2,800.00	x		Unit Price	0.34	x		Factor	1.3273	=	Total	1,263.59					
95	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work																	\$2,415.69
							Installation	Quantity	2,800.00	x		Unit Price	0.65	x		Factor	1.3273	=	Total	2,415.69					
96	09	91	23	00	0151		SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work																	\$103.53
							Installation	Quantity	200.00	x		Unit Price	0.39	x		Factor	1.3273	=	Total	103.53					
97	09	91	23	00	0151	0280	MOD	For >100 To 250, Add																	\$29.20
							Installation	Quantity	200.00	x		Unit Price	0.11	x		Factor	1.3273	=	Total	29.20					
98	09	91	23	00	0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work																	\$180.51
							Installation	Quantity	200.00	x		Unit Price	0.68	x		Factor	1.3273	=	Total	180.51					
99	09	91	23	00	0153	0280	MOD	For >100 To 250, Add																	\$53.09
							Installation	Quantity	200.00	x		Unit Price	0.20	x		Factor	1.3273	=	Total	53.09					
100	09	91	23	00	0162		SF	Paint Interior Galvanized Ceiling, 1 Coat Primer, Brush/Roller Work																	\$272.10
							Installation	Quantity	500.00	x		Unit Price	0.41	x		Factor	1.3273	=	Total	272.10					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 09

101	09	91	23	00	0162	0281	MOD	For >250 To 500, Add										\$33.18	
							Installation	Quantity	500.00	x	Unit Price	0.05	x	Factor	1.3273	=	Total	33.18	
102	09	91	23	00	0164		SF	Paint Interior Galvanized Ceiling, 2 Coats Paint, Brush/Roller Work										\$557.47	
							Installation	Quantity	500.00	x	Unit Price	0.84	x	Factor	1.3273	=	Total	557.47	
103	09	91	23	00	0164	0281	MOD	For >250 To 500, Add										\$66.37	
							Installation	Quantity	500.00	x	Unit Price	0.10	x	Factor	1.3273	=	Total	66.37	
104	09	91	23	00	0380		SF	Paint Interior Miscellaneous Metal Surfaces, 1 Coat Primer, Brush/Roller Work										\$418.10	
							Installation	Quantity	900.00	x	Unit Price	0.35	x	Factor	1.3273	=	Total	418.10	
							Used for painting new electrical conduits												
105	09	91	23	00	0382		SF	Paint Interior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel Paint, Brush/Roller Work										\$836.20	
							Installation	Quantity	900.00	x	Unit Price	0.70	x	Factor	1.3273	=	Total	836.20	
							Used for painting new electrical conduits												
106	09	96	56	00	0002		SF	High Build Epoxy - 50 Mil										\$1,128.21	
							Installation	Quantity	500.00	x	Unit Price	1.70	x	Factor	1.3273	=	Total	1,128.21	
							Used to paint concrete floor on loading dock												

Subtotal for Section - 09

\$28,680.17

Section - 11

107	11	52	16	26	0013	EA	Flush Ceiling, Universal Projector Mount (Peerless PPF)										\$659.40
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	124.20	x	1.3273		659.40			
							Used to mount owner provided speakers in ceiling										

Subtotal for Section - 11

\$659.40

Section - 23

108	23	07	13	00	0015	SF	2" Type 150 (1.5 LB/CF) FSK Fiber Glass Duct Wrap Insulation								\$2,136.95
						Installation	Quantity			Unit Price		Factor	=	Total	
							500.00	x		3.22	x	1.3273		2,136.95	
109	23	09	23	00	0088	EA	Install And Wire Damper Actuator								\$155.39
						Installation	Quantity			Unit Price		Factor	=	Total	
							1.00	x		117.07	x	1.3273		155.39	
110	23	09	23	00	0291	EA	Pneumatic Spring Return Damper Actuator With Positive Positioner (Honeywell MP909H1368)								\$624.34
						Installation	Quantity			Unit Price		Factor	=	Total	
							1.00	x		470.38	x	1.3273		624.34	
111	23	31	13	13	0004	LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install								\$5,260.09
						Installation	Quantity			Unit Price		Factor	=	Total	
							700.00	x		5.46	x	1.3273		5,072.94	
						Demolition	Quantity			Unit Price		Factor	=	Total	
							100.00	x		1.41	x	1.3273		187.15	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 23

112	23	31	13	13	0004	0375	MOD	For >500 To 1,000, Add										\$771.16
							Installation		Quantity			Unit Price			Factor	=	Total	
									700.00	x		0.83	x		1.3273	=	771.16	
113	23	31	13	16	0005		LF	6", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Duct										\$178.19
							Installation		Quantity			Unit Price			Factor	=	Total	
									30.00	x		4.33	x		1.3273	=	172.42	
							Demolition		3.00	x		1.45	x		1.3273	=	5.77	
114	23	31	13	16	0005	0356	MOD	For 24 Gauge, Add										\$8.76
							Installation		Quantity			Unit Price			Factor	=	Total	
									30.00	x		0.22	x		1.3273	=	8.76	
115	23	31	13	16	0007		LF	8", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Duct										\$152.64
							Installation		Quantity			Unit Price			Factor	=	Total	
									20.00	x		5.75	x		1.3273	=	152.64	
116	23	31	13	16	0007	0356	MOD	For 24 Gauge, Add										\$7.96
							Installation		Quantity			Unit Price			Factor	=	Total	
									20.00	x		0.30	x		1.3273	=	7.96	
117	23	31	13	16	0017		EA	6", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Adjustable Elbow										\$318.02
							Installation		Quantity			Unit Price			Factor	=	Total	
									10.00	x		23.96	x		1.3273	=	318.02	
118	23	31	13	16	0017	0356	MOD	For 24 Gauge, Add										\$11.81
							Installation		Quantity			Unit Price			Factor	=	Total	
									10.00	x		0.89	x		1.3273	=	11.81	
119	23	31	13	16	0019		EA	8", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Adjustable Elbow										\$95.54
							Installation		Quantity			Unit Price			Factor	=	Total	
									2.00	x		35.99	x		1.3273	=	95.54	
120	23	31	13	16	0065		EA	6", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Connector										\$73.47
							Installation		Quantity			Unit Price			Factor	=	Total	
									5.00	x		11.07	x		1.3273	=	73.47	
121	23	31	13	16	0067		EA	8", 26 Gauge, Factory Fabricated, Field Installed, Low Pressure, Galvanized Sheet Metal Round Connector										\$17.23
							Installation		Quantity			Unit Price			Factor	=	Total	
									1.00	x		12.98	x		1.3273	=	17.23	
122	23	37	13	00	0081		EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling										\$451.57
							Installation		Quantity			Unit Price			Factor	=	Total	
									2.00	x		170.11	x		1.3273	=	451.57	
123	23	37	13	00	0186		EA	24" x 24" Adjustable Shutter Blade Register, Double Deflection, Flat Aluminum Frame										\$2,421.92
							Installation		Quantity			Unit Price			Factor	=	Total	
									5.00	x		364.94	x		1.3273	=	2,421.92	
124	23	37	13	00	0249		EA	12" x 6" 4-Way Adjustable Wall Supply Grille, Adjustable Deflection, Aluminum Construction										\$636.88
							Installation		Quantity			Unit Price			Factor	=	Total	
									4.00	x		117.79	x		1.3273	=	625.37	
							Demolition		1.00	x		8.67	x		1.3273	=	11.51	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 23

125	23	74	13	00	0004	EA	3 Ton Electric Cooling, Electric Heat, Self Contained Package Rooftop Unit										\$5,127.67
							Electric load approximately 1/2 the cooling capacity.										
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	3,863.23	x		5,127.67						
126	23	74	13	00	0004	MOD	For Equipment Base Roof Curbs, Add										\$399.77
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	301.19	x		399.77						
127	23	82	16	00	0182	EA	15 KW Electric Heater, Open Coil Element, Standard Slip-In Blast Coil Duct Heater										\$492.42
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	370.99	x		492.42						

Subtotal for Section - 23

\$19,341.78

Section - 26

128	26	01	20	00	0003	EA	Lock Out/Tag Out Breaker Or Motor Starter										\$156.89
						Installation	Quantity	Unit Price	Factor	=	Total						
							10.00	11.82	x		156.89						
129	26	01	50	51	0131	EA	Recycle 8' Length Linear Fluorescent Lamps										\$14.97
						Installation	Quantity	Unit Price	Factor	=	Total						
							12.00	0.94	x		14.97						
130	26	05	19	16	0276	MLF	#12 AWG Cable - Type THHN-THWN 600 Volt Copper, Single Stranded, Placed In Conduit										\$1,931.75
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	363.85	x		1,931.75						
131	26	05	19	16	0279	MLF	#6 AWG Cable - Type THHN-THWN 600 Volt Copper, Single Stranded, Placed In Conduit										\$493.13
						Installation	Quantity	Unit Price	Factor	=	Total						
							0.40	928.82	x		493.13						
132	26	05	23	00	0020	MLF	#18/4 Conductor, Low Volt Thermostat Cable										\$5.17
						Installation	Quantity	Unit Price	Factor	=	Total						
							0.01	389.46	x		5.17						
133	26	05	29	00	0016	LF	>2' Length x 1-5/8" Wide x 1-5/8" High, 12 Gauge, Steel Unistrut Channel										\$1,284.16
						Installation	Quantity	Unit Price	Factor	=	Total						
							150.00	6.45	x		1,284.16						
134	26	05	29	00	0049	EA	Set Screw Beam Clamp, Unistrut Channel Fitting										\$147.33
						Installation	Quantity	Unit Price	Factor	=	Total						
							6.00	18.50	x		147.33						
135	26	05	29	00	0060	EA	3/8-16 Lock Nut With Spring For Unistrut Channel										\$43.96
						Installation	Quantity	Unit Price	Factor	=	Total						
							8.00	4.14	x		43.96						
136	26	05	29	00	0092	EA	3/4", One Hole Iron Conduit Strap										\$105.12
						Installation	Quantity	Unit Price	Factor	=	Total						
							40.00	1.98	x		105.12						
137	26	05	29	00	0132	EA	3/4" Bolt And Nut Conduit Clip (Minerallac 1B)										\$34.78
						Installation	Quantity	Unit Price	Factor	=	Total						
							10.00	2.62	x		34.78						
138	26	05	29	00	0153	EA	24" Long Snap On T-Bar Electrical Box Hanger (Caddy 512)										\$146.53
						Installation	Quantity	Unit Price	Factor	=	Total						
							8.00	13.80	x		146.53						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 26

139	26	05	29	00	0177	EA	3/4" Diameter, Electrical Metallic Tubing (EMT) Conduit Clamp For Unistrut Channel									\$68.49
						Installation	Quantity		Unit Price		Factor	=	Total			
							20.00	x	2.58	x	1.3273	=	68.49			
140	26	05	29	00	0196	EA	16" Stud Spacing, 1-1/2" Or 2-1/8" Box Depth, Screw Gun Between Studs Box Bracket (Caddy SGB16A)									\$28.47
						Installation	Quantity		Unit Price		Factor	=	Total			
							5.00	x	4.29	x	1.3273	=	28.47			
141	26	05	29	00	0224	C	7" Length, 50 LB Tensile Strength, Nylon Cable Ties									\$20.31
						Installation	Quantity		Unit Price		Factor	=	Total			
							1.25	x	12.24	x	1.3273	=	20.31			
142	26	05	29	00	0249	EA	1/4" Diameter, 4" Length, Zinc Plated Steel, Toggle Bolt									\$45.87
						Installation	Quantity		Unit Price		Factor	=	Total			
							8.00	x	4.32	x	1.3273	=	45.87			
143	26	05	29	00	0254	EA	#10 Diameter, 2" Length, Zinc Plated Steel, Machine Screw									\$29.73
						Installation	Quantity		Unit Price		Factor	=	Total			
							20.00	x	1.12	x	1.3273	=	29.73			
144	26	05	29	00	0288	LF	3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod									\$249.53
						Installation	Quantity		Unit Price		Factor	=	Total			
							100.00	x	1.88	x	1.3273	=	249.53			
145	26	05	29	00	0288	0103	MOD	For Zinc Coated, Add								\$49.11
						Installation	Quantity		Unit Price		Factor	=	Total			
							100.00	x	0.37	x	1.3273	=	49.11			
146	26	05	29	00	0296	EA	3/8" Diameter, Threaded Rod Coupling Nut									\$64.19
						Installation	Quantity		Unit Price		Factor	=	Total			
							12.00	x	4.03	x	1.3273	=	64.19			
147	26	05	29	00	0304	EA	3/8" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer									\$23.23
						Installation	Quantity		Unit Price		Factor	=	Total			
							50.00	x	0.35	x	1.3273	=	23.23			
148	26	05	29	00	0318	EA	3/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut									\$21.90
						Installation	Quantity		Unit Price		Factor	=	Total			
							50.00	x	0.33	x	1.3273	=	21.90			
149	26	05	33	13	0196	EA	3/4" Rigid Galvanized Steel (RGS) Steel Insulated Grounding Bushing									\$1,233.59
						Installation	Quantity		Unit Price		Factor	=	Total			
							60.00	x	15.49	x	1.3273	=	1,233.59			
150	26	05	33	13	0197	EA	1" Rigid Galvanized Steel (RGS) Steel Insulated Grounding Bushing									\$191.56
						Installation	Quantity		Unit Price		Factor	=	Total			
							8.00	x	18.04	x	1.3273	=	191.56			
151	26	05	33	13	0577	LF	3/4" Electrical Metallic Tubing (EMT) Conduit									\$2,824.49
						Installation	Quantity		Unit Price		Factor	=	Total			
							800.00	x	2.66	x	1.3273	=	2,824.49			
152	26	05	33	13	0577	0022	MOD	For Installation In Metal Stud Wall, Add								\$233.60
						Installation	Quantity		Unit Price		Factor	=	Total			
							800.00	x	0.22	x	1.3273	=	233.60			
153	26	05	33	13	0578	LF	1" Electrical Metallic Tubing (EMT) Conduit									\$432.70
						Installation	Quantity		Unit Price		Factor	=	Total			
							100.00	x	3.26	x	1.3273	=	432.70			

Work Order Number: 056629.00
Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

154	26	05	33	13 0578	0022	MOD	For Installation In Metal Stud Wall, Add					\$31.86		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								100.00		0.24	x	1.3273		31.86
155	26	05	33	13 0588		EA	3/4" Electrical Metallic Tubing (EMT) 90 Degree Elbow					\$544.72		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								60.00		6.84	x	1.3273		544.72
156	26	05	33	13 0589		EA	1" Electrical Metallic Tubing (EMT) 90 Degree Elbow					\$83.25		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								8.00		7.84	x	1.3273		83.25
157	26	05	33	13 0610		EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling					\$226.30		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								50.00		3.41	x	1.3273		226.30
158	26	05	33	13 0611		EA	1" Electrical Metallic Tubing (EMT) Compression Coupling					\$79.32		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								12.00		4.98	x	1.3273		79.32
159	26	05	33	13 0643		EA	3/4" Electrical Metallic Tubing (EMT) Box Compression Connector					\$359.17		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								60.00		4.51	x	1.3273		359.17
160	26	05	33	13 0644		EA	1" Electrical Metallic Tubing (EMT) Box Compression Connector					\$64.67		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								8.00		6.09	x	1.3273		64.67
161	26	05	33	13 2232		LF	3/4" Flexible Liquid Tight Metallic Conduit					\$26.52		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								6.00		3.33	x	1.3273		26.52
162	26	05	33	13 2243		EA	3/4" Straight Liquid Tight Connector					\$10.72		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								1.00		8.08	x	1.3273		10.72
163	26	05	33	13 2254		EA	3/4" 90 Degree Angle Liquid Tight Connector					\$15.68		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								1.00		11.81	x	1.3273		15.68
164	26	05	33	16 0004		EA	2-1/8" Depth, 4" Square Steel Box					\$784.63		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								35.00		16.89	x	1.3273		784.63
165	26	05	33	16 0009		EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring					\$107.03		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								14.00		5.76	x	1.3273		107.03
166	26	05	33	16 0022		EA	One Toggle Switch, 4" Square Steel Exposed Work Cover					\$7.95		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								1.00		5.99	x	1.3273		7.95
167	26	05	33	16 0023		EA	Two Toggle Switches, 4" Square Steel Exposed Work Cover					\$8.06		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								1.00		6.07	x	1.3273		8.06
168	26	05	33	16 0034		EA	Flat, 4" Square Steel Exposed Work Cover					\$134.16		
							Installation	Quantity	x	Unit Price		Factor	=	Total
								19.00		5.32	x	1.3273		134.16

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 26

169	26	05	33	16	0071	EA	2-1/8" Depth, 4" Steel Octagon Box										\$149.61
						Installation	Quantity	8.00	x	Unit Price	14.09	x	Factor	1.3273	=	Total	149.61
170	26	05	33	16	0072	EA	Flat, 4" Octagon Steel Exposed Work Cover										\$27.98
						Installation	Quantity	4.00	x	Unit Price	5.27	x	Factor	1.3273	=	Total	27.98
171	26	05	53	00	0003	EA	3/4" Outside Diameter Pressure Sensitive Marker Stick-on										\$164.05
						Installation	Quantity	20.00	x	Unit Price	6.18	x	Factor	1.3273	=	Total	164.05
172	26	05	53	00	0019	EA	Labeling Wire										\$27.34
						Installation	Quantity	20.00	x	Unit Price	1.03	x	Factor	1.3273	=	Total	27.34
173	26	24	16	00	0391	EA	1 Pole, 120/240 Volt, 15-30 Amp, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity										\$141.07
						Installation	Quantity	4.00	x	Unit Price	26.57	x	Factor	1.3273	=	Total	141.07
174	26	24	16	00	0391	0168	MOD	For Bolt-On, Add									\$35.15
						Installation	Quantity	4.00	x	Unit Price	6.62	x	Factor	1.3273	=	Total	35.15
175	26	24	16	00	0406	EA	3 Pole, 120/240 Volt, 35-60 Amp, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity										\$132.78
						Installation	Quantity	1.00	x	Unit Price	100.04	x	Factor	1.3273	=	Total	132.78
176	26	24	16	00	0406	0168	MOD	For Bolt-On, Add									\$25.36
						Installation	Quantity	1.00	x	Unit Price	19.11	x	Factor	1.3273	=	Total	25.36
177	26	27	26	00	0005	EA	1 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly										\$798.66
						Installation	Quantity	14.00	x	Unit Price	42.98	x	Factor	1.3273	=	Total	798.66
							Line item used for display cabinets receptacles										
178	26	27	26	00	0068	EA	20 Amp Ground Fault Circuit Interrupter (GFCI), Duplex Receptacle										\$288.16
						Installation	Quantity	10.00	x	Unit Price	21.71	x	Factor	1.3273	=	Total	288.16
179	26	27	26	00	0070	EA	20 Amp, 120 Volt, Ground Fault Circuit Interrupter (GFCI), Weatherproof Duplex Receptacle										\$36.47
						Installation	Quantity	1.00	x	Unit Price	27.48	x	Factor	1.3273	=	Total	36.47
180	26	27	26	00	0244	EA	1 Gang, 302 Stainless Steel Switch Plate With Satin Finish										\$84.18
						Installation	Quantity	14.00	x	Unit Price	4.53	x	Factor	1.3273	=	Total	84.18
181	26	27	26	00	0245	EA	2 Gang, 302 Stainless Steel Switch Plate With Satin Finish										\$10.13
						Installation	Quantity	1.00	x	Unit Price	7.63	x	Factor	1.3273	=	Total	10.13
182	26	28	13	00	0029	EA	60 Amp, 250 Volt AC, 200 kAmp I.R., Ferrule Type, Class RK1, Time Delay Fuse										\$86.21
						Installation	Quantity	3.00	x	Unit Price	21.65	x	Factor	1.3273	=	Total	86.21

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 26

183	26	28	16	00	0190	EA	60 Amp, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch									\$900.11
						Installation	Quantity	Unit Price	Factor	=		Total				
							1.00	678.15	x			900.11				
184	26	51	13	00	0180	EA	2 T8 Lamps, 8' Length, Industrial Fluorescent Fixture									\$159.99
						Installation	Quantity	Unit Price	Factor	=		Total				
							0.00	227.46	x			0.00				
						Demolition	6.00	20.09	x			159.99				
185	26	51	13	00	0280	EA	4' Length, 2,800 Lumens, LED Striplight Fluorescent Fixture (Lithonia ZL1)									\$4,928.23
						Installation	Quantity	Unit Price	Factor	=		Total				
							17.00	218.41	x			4,928.23				
						Used for display cabinets										
186	26	51	13	00	0305	EA	4,000 Lumens, 2' x 4', Volumetric, Lay-In/Troffer LED Fixture (Lithonia 2RTL4)									\$0.00
						Installation	Quantity	Unit Price	Factor	=		Total				
							0.00	356.01	x			0.00				
						Used for type A fixtures										
187	26	51	13	00	0346	EA	4' Length, 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia STL4)									\$18,908.53
						Installation	Quantity	Unit Price	Factor	=		Total				
							41.00	347.46	x			18,908.53				
						Used for type A fixtures										
188	26	51	13	00	0495	EA	9" Diameter, Ceiling Mounted, Mushroom Style Glass Globe, Compact Fluorescent/Incandescent Fixture									\$250.33
						Installation	Quantity	Unit Price	Factor	=		Total				
							0.00	76.90	x			0.00				
						Demolition	10.00	18.86	x			250.33				
						Used to demo existing loading dock lighting										
189	26	51	13	00	0570	LF	1 Circuit Track Lighting Track									\$613.21
						Installation	Quantity	Unit Price	Factor	=		Total				
							24.00	19.25	x			613.21				
						Track light for type T fixtures										
190	26	51	13	00	0595	EA	19 Watt, Dimmable, LED Track Lighting Fixture (Juno® TRAC-MASTER® Cylindra™)									\$11,550.59
						Installation	Quantity	Unit Price	Factor	=		Total				
							44.00	197.78	x			11,550.59				
						Used for type T fixtures										
191	26	51	13	00	0600	EA	Track Lighting Pendant Mounting, Up to 12"									\$152.03
						Installation	Quantity	Unit Price	Factor	=		Total				
							6.00	19.09	x			152.03				
192	26	52	00	00	0007	EA	54 Max Wattage At 90 Minutes, 6 Volt, Remote Capability, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM654)									\$1,223.82
						Installation	Quantity	Unit Price	Factor	=		Total				
							4.00	230.51	x			1,223.82				
						Used for type X fixtures										
193	26	52	00	00	0054	EA	10 Watts At 90 Minutes, 6 Volt, Halogen Lamp, 8" Round, Recessed High-Hat Emergency Light (Lithonia ELRG)									\$978.57
						Installation	Quantity	Unit Price	Factor	=		Total				
							2.00	368.63	x			978.57				
						Used for type D fixture										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 056629.00

Work Order Title: City of Alvin - Historical Museum Room Addition and Renovation

Section - 26

194	26	56	23	00	0189	EA	30 LEDs, 71 System Watts, Wall Mount, LED Architectural Area Fixture (Lithonia DSXW2 LED)										\$2,044.89
							Installation	Quantity		Unit Price		Factor		=		Total	
								2.00	x	770.32	x	1.3273				2,044.89	

Subtotal for Section - 26 **\$56,082.05**

Proposal Total **\$150,902.48**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: May 11, 2018

Re: IQC Master Contract #: 520-16 Area C - HIG
Work Order #: 056629.00
Owner PO #:
Title: City of Alvin - Historical Museum Room Addition and Renovation
Contractor: Horizon International Group, LLC
Proposal Value: \$150,902.48

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

ALVIN MUSEUM SOCIETY

2016-2017 IN REVIEW

Major Progress in Many Areas

Increased number of total visitors and volunteer hours

Held our first traveling exhibit

Hosted and enhanced very successful temporary exhibits

Greatly improved our publicity efforts

Increased operating hours (now open every Saturday)

Progress, continued:

Increased number of permanent exhibits to 21

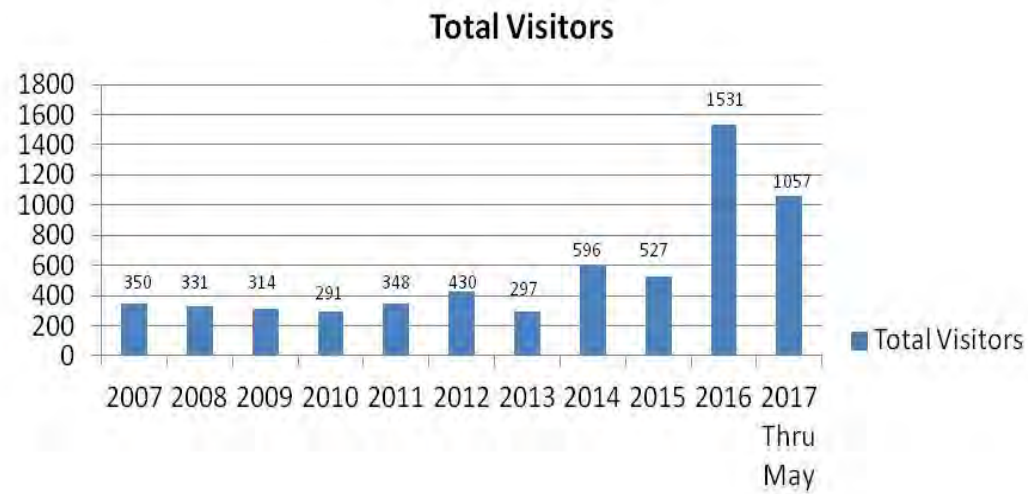
Significantly increased out of town visitors

Implemented after hours events

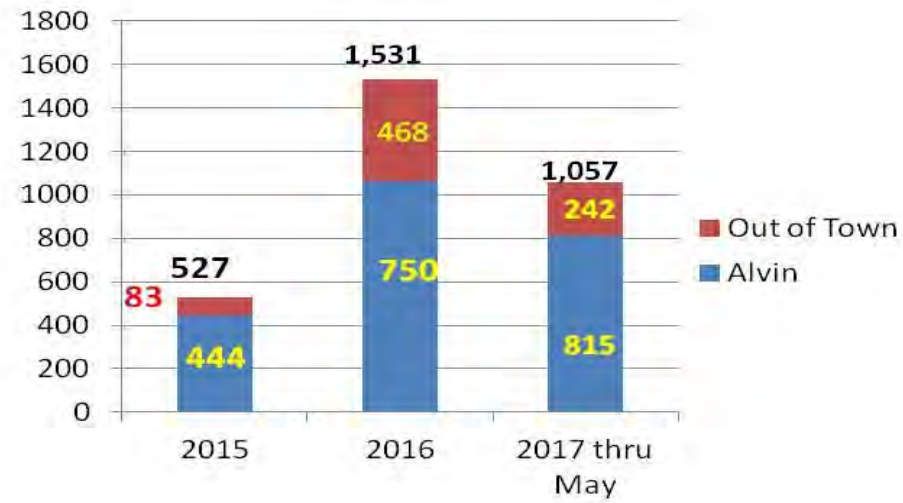
Initiated roll-out of OnCell audio tour

**Acquired significant material from Nolan Ryan Museum for a
proposed permanent exhibit at the AHM**

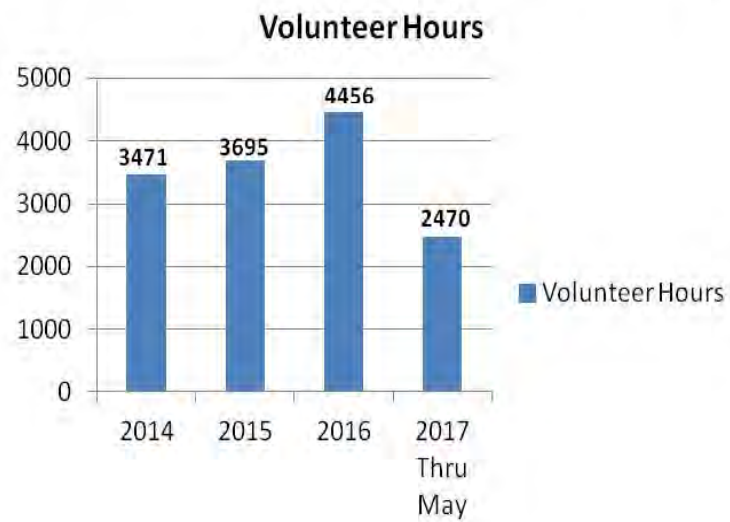
Museum Visitors



Museum Visitors Local vs Out of Town



Volunteer Hours By Year



MUSEUM FINANCES

MEMBERSHIP: CURRENT NUMBER 363

FINANCES AS OF 1/10/17- 05/31/2017:

INCOME TO DATE: \$9,302.00

EXPENDITURES TO DATE: \$2,909.00

GENERAL FUND BALANCE: \$37,000.00

PROPOSED 2017 BUDGET: \$17,032.80 (\$6,807.80) OutReach Program

Additional exhibit space required for:

- Nolan Ryan Permanent Exhibit
- Update to Alvin Area Schools exhibits
- Inclusive Alvin Sports exhibit

Alvin's most famous son deserves prominent exhibit space. Highlighting the new Nolan Ryan Exhibit will attract additional visitors to Alvin and the Museum.

Current Accession Area



Current Work/Storage Area

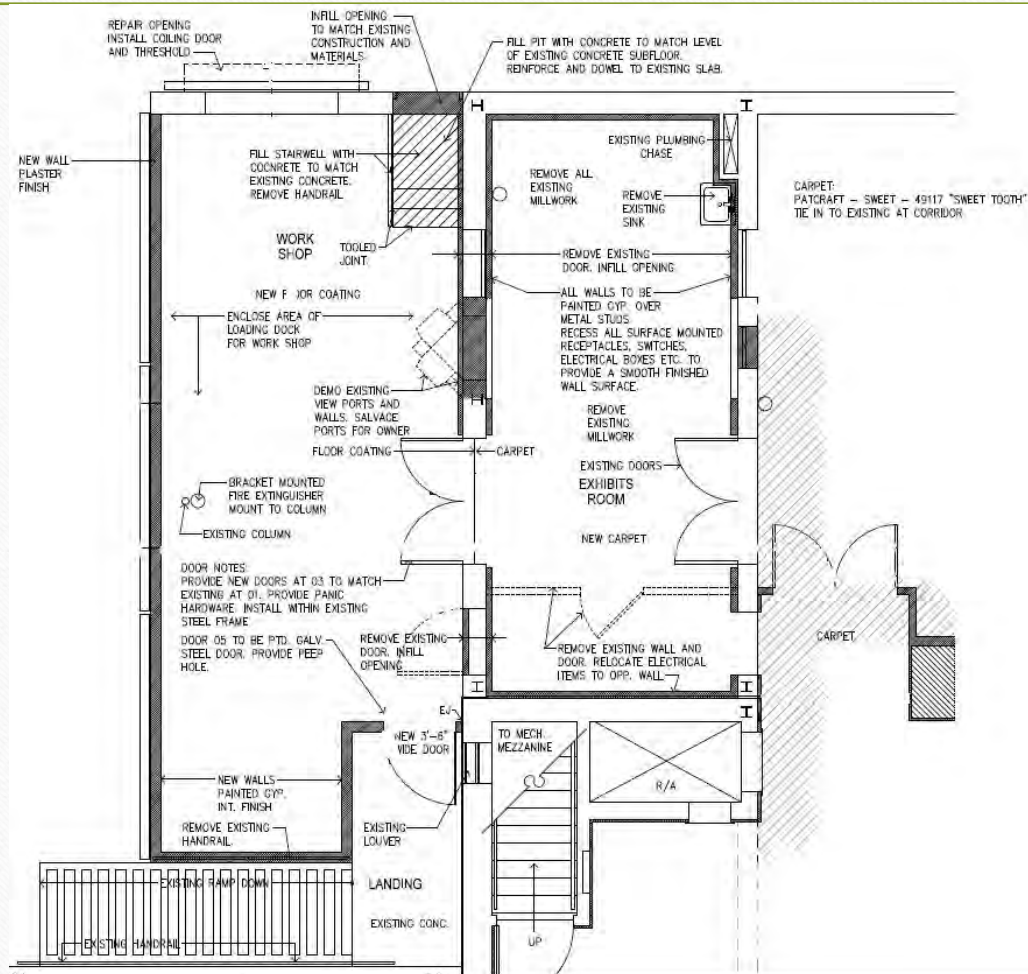


Current loading dock





Architectural Drawings

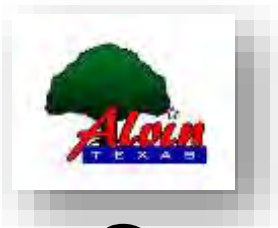


Financial Summary and Request

Cost Estimates for the Enhancement and Expansion of Exhibit space include:

- Converting existing work/storage area to exhibit space
 - Enhancing the exhibit space for the Children's area
 - Replacing work/storage space by enclosing the loading dock
 - Creating exhibit space for the Nolan Ryan Exhibit
 - Utilizing Ryan glass doors in cabinet buildout to upgrade 3 exhibit areas
-
- The estimated cost is <\$130,000.00

The Alvin Museum Society thanks you for your continuing support.



AGENDA COMMENTARY

Meeting Date: 6/7/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 18-H, amending Chapter 5 Buildings, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the definition of the Central Business District; providing a severability clause; providing a savings clause; providing an effective date, and setting forth other provisions related thereto.

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

Summary: Ordinance 18-H amends Chapter 5 Buildings, of the Code of Ordinances, by revising Section 5-9 (4)(b) by changing the boundary of the “Central Business District” so that it includes two additional blocks of the downtown area. This change would allow for the potential development of properties within this area without the need to provide off-street parking, but would enable them to use on-street parking or public parking in the vicinity. The current “Central Business District” is shown on the attached map as a red line and includes the area bounded by Willis Street, Hood Street, Sidnor Street, and Disney Street. The revised “Central Business District” is shown as a yellow dashed line on the map and is the area bounded by Willis Street, Taylor Street, Sidnor Street, and Depot Centre Boulevard (formerly Disney Street). Staff recommends approval.

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

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

Legal Review Required: N/A ___ Required ☒ **Date Completed:** _____

Supporting documents attached:

- Ordinance 18-H
 - Map of the Central Business District
-

Recommendation: Move to approve Ordinance 18-H, amending Chapter 5 Buildings, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the definition of the Central Business District; providing a severability clause; providing a savings clause; providing an effective date, 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 NO. 18-H

AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE DEFINITION OF CENTRAL BUSINESS DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 5-9 of the Code of Ordinances, City of Alvin, Texas is hereby amended by revising the definition of “Central Business District” as follows:

....

Sec. 5-9. Off-street parking and loading requirements.

Off-street parking shall be provided on the lot or tract or on an immediately contiguous lot or tract sufficient to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

(1) *Parking space schedule:*

- (a) *Apartment houses or complexes:* One and one-half (1½) spaces for each apartment;
- (b) *Bowling alley:* Six (6) spaces for each lane;
- (c) *Churches:* One space for each four (4) seats in auditorium or in sanctuary;
- (d) *Clinics or doctors' offices:* One space for each two hundred (200) square feet of floor area;
- (e) *Hospitals:* One space for every two (2) beds;
- (f) *Hotel or motel:* One space for each room, unit or guest accommodation;
- (g) *Manufacturing, storage, processing, repairing and warehousing:* One space for each two (2) employees or one space for each one thousand (1,000) square feet of floor area, whichever is the larger;
- (h) *Offices, general:* One space for each four hundred (400) square feet of floor area;
- (i) *Mortuary:* One space for every two (2) persons to be normally accommodated in services;
- (j) *Museums:* Ten (10) spaces minimum, plus one space for each four hundred (400) square feet of exhibit floor area. Exception - a former residence that is exhibited as a museum does not require these parking space requirements.
- (k) *Recreational, private or commercial area building (other than listed):* One space for every two (2) persons to be normally accommodated in the establishment;

(l) *Schools, colleges, or universities:*

Elementary or junior high schools: One space for each classroom, plus one space for each four (4) seats in any auditorium, gymnasium, or other place of assembly;

High school, college or university: One space for each classroom, laboratory or instruction area, plus one space for each three (3) students accommodated in the institution;

(m) *Restaurant or cafeteria:* One space for every four (4) seats under maximum seating arrangement;

(n) *Retail or personal service:* One space for each two hundred (200) square feet of floor area;

(o) *Theatres, meeting rooms and places of public assembly:* One space for every three (3) seats;

(p) Any nonlisted nonresidential use shall provide off-street parking adequate to accommodate the normal parking demand generated by such use.

(2) *Special off-street parking regulations:*

(a) In computing the parking requirements for any building or development, the total parking requirements shall be the sum of the specific parking space requirements for each class of use included in the building or development;

(b) Wherever a lot or tract is used for off-street parking of motor vehicles in connection with an office, retail, commercial or industrial use and is adjacent to or across the street from a residence, a masonry wall or solid ornamental fence of not less than three (3) feet nor more than six (6) feet in height shall be erected and maintained so as to enclose the off-street parking area and so as to screen the parking use from adjacent residential districts and residential uses;

(c) The area in front of the required screening wall or fence shall be maintained in a clean and orderly condition, free of weeds, debris and trash;

(d) Any lights used to illuminate the parking area shall be so arranged as to reflect away from any residence.

(3) *Off-street loading:* Off-street loading space shall be provided on each lot in accordance with the following:

(a) All retail, commercial and industrial structures shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive;

(b) Kindergartens, day schools and similar child training and care establishments shall provide loading and unloading space on a private drive, off-street, to accommodate one motor vehicle for each ten (10) students or children cared for by the establishment.

(4) *Exemption from application:*

- (a) All structures located within the “Central Business District” shall be exempt from all of the off-street parking schedules and regulations set out in subsections (1) and (2) above.
- (b) “Central Business District” shall mean that area of the city bounded by Willis Street, Taylor Street, ~~Hood~~, Sidnor Street and ~~Disney streets~~ Depot Centre Boulevard.

Sec. 5-10. - Reserved.

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Section 2. That except as amended herein all other provisions of Chapter 5 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. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52, Texas Local Government Code and the City of Alvin Charter.

Section 5. 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 June 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

