

City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Keko Moore At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, May 7, 2026

7:00 PM

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or dixie.roberts@alvin.gov 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance 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, **MAY 7, 2026**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. OATH OF OFFICE

A. Administer Oath of Office to newly Elected Officials.

4. PRESENTATIONS

A. Proclamation — Honoring AHS State Powerlifting Champions.

B. Proclamation — Mental Health Awareness Month.

C. Proclamation — Motorcycle Safety Awareness Month.

D. Proclamation — Small Business Week — May 3–9, 2026.

E. Proclamation — Emergency Medical Services Week – May 17-23, 2026.

F. Proclamation — Public Works Week — May 17– 23, 2026.

G. Proclamation — Police Week — May 10–16, 2026.

H. Texas Pride Disposal Update - Texas Pride.

5. PUBLIC COMMENT

6. CONSENT AGENDA

A. Consider approval of the April 16, 2026, City Council workshop minutes.

B. Consider approval of the April 16, 2026, City Council meeting minutes.

C. Consider Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$94,800.00; and authorize the City Manager to sign the addendum.

- D. Consider Addendum No. 3 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772.00; and authorize the City Manager to sign the addendum.
- E. Consider an award of bid (B-26-03), Janitorial Services Provider Contract, to Marsden South LLC, for janitorial services for City-owned buildings and park restrooms, in an amount not to exceed \$165,058.68; and authorize the City Manager to sign the agreement.
- F. Consider an agreement with Air Texas Mechanical for HVAC preventative maintenance services for fiscal year 2027, utilizing The Interlocal Purchasing System (TIPS), in an amount not to exceed \$104,843.00 for FY2027; and authorize the City Manager to execute the contract and all related documents.
- G. Consider the purchase of security cameras, licensing, and related accessories for the Police Department in the amount of \$54,019.74 from SHI International Corp. through the Texas Department of Information Resources cooperative purchasing program, under DIR Contract No. DIR-CPO-5241; and authorize the City Manager to sign related documents.
- H. Consider Resolution 26-R-23, adopting the City of Alvin 2025 Hazard Mitigation Plan Update; and authorize the Mayor to sign the Plan.
- I. Consider Resolution 26-R-24, rescinding Resolution 26-R-20 in its entirety and hereby authorizing the Alvin Police Department to make application for the Catalytic Converter Theft Prevention Grant through the Motor Vehicle Crime Prevention Authority, to help defray the cost of a Drone First Responder (DFR) system and eight (8) additional FLOCK ALPR cameras from FLOCK Safety; and providing for other provisions related thereto.
- J. Call a public hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary children ages five (5) through thirteen (13), for Thursday, June 4, 2026, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.
- K. Consider the cancellation of the May 21, 2026, City Council Meeting.

7. OTHER BUSINESS

- A. Consider an agreement for asbestos abatement of City Hall located at 216 W. Sealy Street with Horizon Group International, through the Choice Partners Cooperative purchasing network, for an amount not to exceed \$314,920, and authorize the City Manager to sign related documents upon legal review.
- B. Consider an agreement with an electricity provider to supply electricity to the City beginning June 2026; and authorize the City Manager to execute said agreement upon legal review.
- C. Consider Ordinance, 26-F, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas by amending Article I "In General," including definitions and related provisions; providing for the creation of a new Article V "Community Cats and Trap-Neuter-Return (TNR) program, providing for repeal of conflicting ordinances; providing a severability clause; providing a penalty; providing for publication; and providing an effective date; and providing for other matters related thereto.

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Gabe Adame, do solemnly affirm, that I will faithfully execute the duties of the office of Mayor of the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by the affiant on this 7th day of May 2026.

Signature of Person Administering Oath

(Seal)

Mo Ghuneim
Printed Name

Alvin Municipal Court Judge
Title

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Meagan DeKeyzer, do solemnly affirm, that I will faithfully execute the duties of the office of City Council member District E of the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by the affiant on this 7th day of May 2026.

Signature of Person Administering Oath

(Seal)

Mo Ghuneim

Printed Name

Alvin Municipal Court Judge

Title



Proclamation

WHEREAS, student-athletes from Alvin Independent School District, Jacob Baez and Alondra Acuna, both of Alvin High School, earned the distinguished title of State Champion at the Texas High School Powerlifting Association and Texas High School Women's Powerlifting Association State Championships; and

WHEREAS, Jacob Baez, a two-time state qualifier, captured a State Championship in the boys division, while Alondra Acuna achieved State Champion honors in the girls division, exemplifying outstanding strength, discipline, and dedication;

WHEREAS, their achievements are the result of countless hours of training, perseverance, and commitment, supported by their coaches, teammates, families, school and community; and

WHEREAS, these accomplishments not only highlight individual excellence, but also reflect the strength of Alvin's athletic programs and the positive impact of extracurricular opportunities for youth development; and

WHEREAS, the City of Alvin takes great pride in recognizing the success of its young leaders and celebrating achievements that inspire others to pursue excellence.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim May 7th, 2026, as:

Alvin State Powerlifting Champions Day

Honoring Jacob Baez and Alondra Acuna for their outstanding accomplishments as State Powerlifting Champions, and commending them for their dedication, sportsmanship, and representation of the City of Alvin at the highest level of competition.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Proclamation

WHEREAS, since its inception in 1949, Mental Health Awareness Month has served as an opportunity to bring attention to the challenges faced by those experiencing mental health conditions and to reduce the stigma that too often surrounds these struggles; and

WHEREAS, millions of Americans live with mental health conditions, many of whom suffer in silence, which can lead to worsening symptoms and significant barriers to seeking support and treatment; and

WHEREAS, promoting awareness, compassion, and understanding within our communities is essential to supporting those affected and fostering an environment where individuals feel safe to seek help; and

WHEREAS, by encouraging open conversations and strengthening community connections, we affirm the belief that “Stigma grows in silence. Healing begins in community.”

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby recognize the month of May 2026 as:

Mental Health Awareness Month

in the City of Alvin and encourage all residents to join Counseling Connections For Change in promoting open dialogue, empathy, and understanding in order to support mental wellness and help restore hearts and minds throughout our community.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Proclamation

- WHEREAS,** the month of May is recognized nationwide as Motorcycle Safety Awareness Month, serving as a reminder to all motorists to remain attentive, check blind spots, use proper signaling, and acknowledge the presence and rights of motorcyclists on our roadways; and
- WHEREAS,** organizations such as Warriors Bikers 4 Charity, along with local law enforcement agencies, work diligently to promote motorcycle safety through education, training, and community outreach efforts; and
- WHEREAS,** motorcycles offer an efficient and enjoyable means of transportation for commuting and recreation, contributing to the diversity of travel within our community; and
- WHEREAS,** fostering a culture of awareness, caution, and mutual respect among all roadway users is essential to reducing accidents and enhancing public safety.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council do hereby proclaim May 2026, as:

Motorcycle Safety Awareness Month

in the City of Alvin and encourage all residents to join Warriors Bikers 4 Charity in promoting roadway safety, increasing public awareness, and supporting initiatives aimed at preventing motorcycle-related accidents.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Proclamation

-
- WHEREAS,** National Small Business Week has been observed since 1963 to recognize the critical contributions of small businesses to the strength and vitality of the nation’s economy and local communities; and
- WHEREAS,** small businesses represent more than 99 percent of all businesses in the United States and play a significant role in job creation, innovation, and economic growth; and
- WHEREAS,** small businesses in the City of Alvin serve as the backbone of the local economy by providing essential goods and services, fostering entrepreneurship, and enhancing the community’s character and quality of life; and
- WHEREAS,** the City of Alvin Economic Development Department actively supports local businesses through strategic initiatives, resources, and partnerships designed to encourage business retention, expansion, and attraction, while promoting sustainable economic growth; and
- WHEREAS,** the City of Alvin remains committed to creating a business-friendly environment that empowers small businesses to succeed and thrive for the benefit of all residents.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the week of May 3-9, 2026, as:

National Small Business Week

in the City of Alvin, and encourage all residents to recognize, support, and celebrate the small businesses and entrepreneurs whose efforts contribute to the continued success and prosperity of our community.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** emergency medical services (EMS) is a vital public service providing lifesaving care to residents 24 hours a day, seven days a week; and
- WHEREAS,** access to high-quality emergency medical care greatly improves survival and recovery for those experiencing sudden illness or injury; and
- WHEREAS,** EMS professionals—including first responders, emergency medical technicians, paramedics, dispatchers, firefighters, police officers, nurses, physicians, and other healthcare providers—deliver critical out-of-hospital medical care; and
- WHEREAS,** EMS personnel, whether career or volunteer, dedicate extensive training and continuing education to maintain the skills necessary to protect the health and safety of the community.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 17 - May 23, 2026**, as:

Emergency Medical Services Week

and encourage all residents to join in recognizing and thanking the City of Alvin EMS professionals for their unwavering dedication, lifesaving service, and commitment to the well-being of our community as we observe the 52nd anniversary of EMS Week, with the theme ‘Improving Outcomes, Together.’

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, public works professionals provide and maintain the infrastructure, facilities, and services that are essential to sustainable, resilient communities and the health, safety, and quality of life of everyone; and

WHEREAS, these critical systems—including transportation networks, water supply and treatment, public buildings, roads, and bridges and other essential facilities—are, managed, and maintained by the dedicated Public Works professionals of the City of Alvin; and

WHEREAS, it is important for citizens, civic leaders, and students during this 66th Annual National Public Works Week, themed “Rooted in Service, Powered by Community,” to understand, appreciate, and support the work of public works professionals in our community.

NOW, THEREFORE I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council do hereby proclaim **May 17-23, 2026**, as:

Public Works Week

in the City of Alvin and encourage all residents to join in celebrating public works professionals and recognizing their vital contributions to public health, safety, and quality of life—truly **rooted in service and powered by community**.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the men and women of law enforcement play a vital role in safeguarding the lives, property, and rights of all residents and visitors in our community; and

WHEREAS, police officers work tirelessly, often under difficult and dangerous circumstances, to preserve public safety, enforce the law, and maintain order; and

WHEREAS, law enforcement officers demonstrate extraordinary dedication, courage, and professionalism in the performance of their duties while serving with integrity and commitment to the communities they protect; and

WHEREAS, it is important to recognize and honor the service and sacrifice of those law enforcement officers who have lost their lives in the line of duty, as well as to express appreciation for those who continue to serve.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 10 - May 16, 2026**, as:

Police Week

in the City of Alvin and further recognize that Peace Officers Memorial Day is observed on Friday, May 15, 2026, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

WITNESS my hand and seal this
7th day of May 2026.

Gabe Adame, Mayor

City of Alvin Annual Report: TPD Overview



A TXP Environmental Company

Overview of Texas Pride Disposal

Texas Pride Disposal partnered with NMS Capital in 2023 to secure financing to provide capital for new equipment, restructuring its labor force, and provide quality service. With the goal to continue growth, put our people first and to exceed the expectations of our customers.

Focusing on People/Service/Infrastructure

- People
 - Experienced executive team with new CEO, COO, CFO (each brings approximately 40 years of industry experience)
 - Brought in industry experienced leaders, to lead various segments (Safety & Compliance, Maintenance Director, Director of Operations)
 - Brought in new supervisors/dispatchers/direct line leaders for day-to-day operations
 - Upgraded quality of drivers focusing on safety first attitude and implementing a “lead driver” program
- Service
 - Focus on timely service
 - Customer service representative
- Infrastructure
 - To date: 21 new trucks
 - Tablets in commercial and roll-off vehicles for efficient routing
 - Updated operating platforms

Texas Pride Disposal: Leadership Team



A TXP Environmental Company



Ray Lewis, Chief Operating Officer: With 25 years of experience in the waste industry, Ray has served in various markets across the United States, including Houston, San Antonio and the South Texas Market, bringing a wealth of knowledge to his role.



Aimee Ordeneaux, VP Municipal Accounts: 11 years' experience in the waste industry. She has managed all of Texas Pride Disposal's residential accounts for the past 6 years.



Clay Cox, Houston Market General Manager: Clay has an impressive 30 years of experience in the environmental services sector, managing waste removal and processing across 14 markets in Texas and the US. Prior to his current role, he served as the City of Hancock's service representative for Republic Services.



Elizabeth Rodriguez, Elizabeth Rodriguez has over 20 years of experience in designing and leading customer-centric strategies across fast-paced, service-driven industries. Renowned for building high-performing teams and delivering outstanding service, she is committed to creating seamless, responsive experiences that consistently exceed customer expectations. At Texas Pride Disposal, Elizabeth is focused on enhancing every customer touchpoint, ensuring the company delivers a consistently exceptional experience to the communities it serves.

Texas Pride Disposal: Leadership Team



JD Dudley, Director of Operations: JD boasts 15 years of experience in operations, supply chain, and logistics, with the last 11 years dedicated to the waste industry. He has held leadership positions across Texas, overseeing acquisitions and contract awards in major cities like Houston, San Antonio, and Dallas.



Robert Bartee, Vice President of Safety and Compliance A Certified Safety Professional (CSP), has over 20 years of leadership experience in environmental health and safety. As Vice President of Safety at Texas Pride Disposal, he brings deep expertise in workplace safety, regulatory compliance, and risk management. Prior to Texas Pride Disposal, Bartee held executive roles in environmental and safety management, including Senior Vice President of EHS at Sweeping Corporation of America, Area EHS Director at GFL Environmental Inc., and Vice President of EHS at WCA Waste. His experience includes developing safety programs, implementing policies, and fostering a strong safety culture across industries.

Texas Pride Disposal: Direct Point of Contact



A TXP Environmental Company

Lorie Riggs: Operations Manager

Irene Cruz: Customer Service Representative. Irene will be the primary point of contact for all City of Alvin service/operations communication.

- Maintain the Alvin@texaspridedisposal.com email
- Answer the dedicated phone line for all City of Alvin inquiries

Aimee Ordeneaux: Aimee will be the primary point of contact for all City of Alvin reporting and contract inquiries. Reports will be submitted to Amy Sanchez

- Wednesday to update heavy/bulk trash collection progress/completion
- Weekly (Friday) to report customer correspondence
- Monthly (by the 10th) contractual obligations (tonnage/customer correspondence/etc.)
- Annually (October) for inclusion on Council agenda for annual report

City of Alvin Annual Report: Collections



Tonnage Report (May 2025- April 2026)

Residential

- Trash: 8,812 tons
- Recycle: 1,243 tons
- Bulk Waste: 892 tons

Commercial

- Trash: 9,545 tons
- Recycle: 182 tons

Industrial

- Construction debris: 190 yardage
- Trash: 4,276 tons

No Charge Hauls for City of Alvin

- Trash: 47 tons
- Recycle: 30 yards (diverted from landfill)
- Bulk Waste: 190 yards

Total Volume

- Trash: **2,2634** tons
- Recycle: **1,456** tons
- Bulk Waste: **892** tons

City of Alvin Annual Report: Recycle Audit



A TXP Environmental Company

WM WASTE MANAGEMENT Customer Audit Report Houston Westside
 Tuesday, April 21, 2026 11:19:36 AM

Shift Auditor(s) Pre-Sort Sample Weight 271.3 lbs
 1st 1 Dwain 2026-04-21 0.67 Complete
 Sample Type Inbound Audit Date Audit Period hr Status

Sample Confidence 50% Audit Start 08:00 AM Audit End 08:40 AM Hdr ID 266601
 Customer Texas Pride - Floor Sort Truck # 129185323 Truck Route
 Tip Date 2026-04-21 Tip Time Fastlane Ticket # Load Wgt (lbs)

Comments Residue: ext. cord, packing foam, bags with food waste, plastic film, bike brake, breathing tube, foam balls, broken toys, shoes, wood, party décor, lotion, paint

Material	Material Sub	Shape	Color	Weight (lbs)	% of Total
Fiber	OCC			71.2	26.2%
Fiber	ONP-SRPN			28.2	10.4%
Fiber	Mixed Paper 5			43.0	15.8%
Plastic	1 PET			7.2	2.7%
Plastic	2 HDPE		Natural	5.6	2.1%
Plastic	2 HDPE		Colored	6.9	2.5%
Plastic	5 PP			0.0	0.0%
Plastic	Plastic 3-7			8.1	3.0%
Plastic	MRF Film Plas			4.4	1.6%
Plastic	Bulky Rigid Pl			0.0	0.0%
Metal	Aluminum			6.3	2.3%
Metal	Steel-Tin	Can		4.5	1.6%
Metal	Scrap Metal			0.0	0.0%
Glass	Three Mix Gla			31.3	11.5%
Residue	Unrecoverabl			0.0	0.0%
Residue	Batteries			0.0	0.0%
Residue	Plastic Bagge			23.8	8.8%
Residue	Residue			31.1	11.4%
Ewaste	Ewaste			0.0	0.0%

Total Sample 271.4 100.0%

NOTE: Values calculated by hand will differ due to rounding.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, APRIL 16, 2026
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Scott Salter, and Martin Vela.

Staff members present: Junru Roland, City Manager; Sara Cruz, Deputy City Secretary; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services; Keith Villaloboz, Shelter Manager; Tim Hubbard, Police Captain and Robert Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the Trap Neuter and Release (TNR) Program.

Council Member Davis provided background information leading to the proposal, including a summary of a study conducted by Galveston County and its findings following 12 years of TNR program implementation. Based on this research, Police Chief Robert Lee, Police Captain Tim Hubbard, and Shelter Manager Keith Villaloboz presented an overview of the proposed Trap, Neuter, and Return (TNR) program, including recommended amendments to Chapter 4 of the City's Code of Ordinances to align with state law authorizing such programs. The proposed changes establish definitions for key terms such as "community cat," "feral cat," "sponsor," and "nuisance," and formally recognize TNR as a permitted population control method. Staff explained that, under the proposed ordinance revisions, feral cats that are part of a registered TNR colony would not be considered animals running at large. The amendments, based on the requirements set forth in House Bill 3660, also outline provisions for TNR program implementation, including the humane trapping, sterilization, vaccination, ear-tipping, and return of cats under the supervision of an approved sponsor. Chief Lee emphasized that the proposed amendments do not establish a City of Alvin TNR program, as no funding has been allocated to support such an initiative, but are instead intended to align the City's practices with state law while providing a structured and legally compliant framework for managing the feral cat population, reducing euthanasia where feasible, and addressing community concerns related to public health, safety, and nuisance conditions. The presentation further detailed sponsor responsibilities, including colony registration, recordkeeping, ensuring cats are properly sterilized, vaccinated, and microchipped, and adhering to regulated feeding practices. Additional provisions address restrictions on the feeding of unregistered stray cats, nuisance abatement measures, and protections for private property owners. Chief Lee reviewed enforcement authority, noting that Animal Control may intervene in cases involving public health or safety concerns, unsterilized or unvaccinated cats, or unresolved nuisance issues. The proposed ordinance also includes quarantine provisions, penalties for violations, and restrictions on releasing cats in environmentally sensitive areas. Captain Hubbard clarified this proposal allows for the differentiation between residents that abandon animals and registered TNR sponsors. Shelter Manager Villaloboz further explained that Animal Control officers will not be releasing cats, but will instead return them to registered sponsors, and noted that existing fees are already established for the services described; therefore, the proposed changes do not create any new fees. The consensus of Council was to direct staff to bring the discussed proposals forward in ordinance form at a future City Council meeting for consideration.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:32 p.m.

PASSED and APPROVED the 7th of May 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, APRIL 16, 2026
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Scott Salter, and Martin Vela.

Staff members present: Junru Roland, City Manager; Sara Cruz, Deputy City Secretary; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Nestrsta, Recreation Superintendent; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief; Tim Hubbard, Police Captain and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chad Bertrand with South Park Baptist Church gave the invocation. Council member Salter led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Badge pinning for Alvin Police Officer Timothy Raney acknowledging his promotion to the Civil Service Rank of Specialist/Corporal.

Chief Robert E. Lee presented the promotion of Officer Timothy Raney to the Civil Service Rank of Specialist/Corporal. Corporal Raney was accompanied by family and friends.

Proclamation — Crime Victims' Rights Week — April 19-25, 2026.

Mayor Adame proclaimed the week of April 19–25, 2026, as Crime Victims' Rights Week and formally issued the proclamation to Maribel Cooper, Crime Victims Liaison Officer, and recipients in attendance.

Proclamation — Volunteer Appreciation Month — Gathering Place Interfaith Ministries.

Mayor Adame proclaimed April 2026 as Volunteer Appreciation Month and formally issued the proclamation to members of The Brazoria County Gathering Place Interfaith Ministries in attendance.

Proclamation — Telecommunications Week – April 12-18, 2026.

Mayor Adame proclaimed the week of April 12-18, 2026, as Public Safety Telecommunicators Week and formally issued the proclamation to members of Alvin Police Department Dispatch staff members in attendance.

Public Services Departmental Update.

Brandon Moody, Director of Public Services, delivered the annual departmental update of the Public Services Department.

PUBLIC COMMENT

Violet Ontiveros presented comments regarding a proposed lemonade stand at City Hall to raise funds for the City.

CONSENT AGENDA

Consider approval of the March 19, 2026, City Council workshop minutes.

Consider approval of the March 19, 2026, City Council meeting minutes.

Consider approval of the March 31, 2026, City Council workshop minutes.

Acknowledge receipt of the City of Alvin 2027-2031 Capital Improvement Program.

The City of Alvin 2027-2031 Capital Improvement Program (CIP) includes anticipated drainage, street, water, wastewater, parks, and facilities projects planned for the next five years. The Planning Commission and Parks Board have reviewed the CIP plan and staff has reviewed/updated the CIP, accordingly. The 2027-2031 CIP was presented to the City Council in a workshop meeting on March 31, 2026. Acknowledging receipt of the 2027-2031 CIP is not an appropriation or approval of future funds for new projects. Each year, new projects will be evaluated and prioritized by staff and city council, based on the availability of funds, as well as other needs of the city.

Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area through December 31, 2026, for an amount not to exceed \$12,000.00; and authorize the Mayor to sign the Agreement.

The Rosharon Volunteer Fire Department has agreed to assist the City in providing fire protection to the Preservation Creek Development Area. The Preservation Creek Subdivision Development Area consists of approximately 2,962 acres in the City limits, east of State Highway 288, between FM 1462 on the north and County Road 51 on the south. The term of the agreement is through 12/31/2026, and may be renewed annually. Staff recommends approval.

Consider an award of bid to Reddico Construction Company, Inc., for the Lift Station 33 Rehabilitation and Expansion Project in an amount not to exceed \$2,179,995.83; and authorize the City Manager to sign the contract.

On March 24, 2026, bids were opened for the Lift Station 33 Rehabilitation and Expansion Project, and Reddico Construction Company, Inc. was the qualified lone bidder. LJA Engineering, the City's consultant that designed the project, reviewed bid that was received and has recommended Reddico Construction Company, Inc. for this project. Reddico Construction is the contractor for the LS 23 Expansion Project that is currently under construction and City Staff has had no issues with their performance.

Contract Amount:	\$ 2,076,186.50	(Base Bid, Supplementary, and Allowance Items).
5% Contingency:	\$ 103,809.33	
Total Amount:	\$ 2,179,995.83	

This project includes the rehabilitation and expansion of lift station 33 (located along Highway 35 across from Kendall Lakes) to a firm pumping capacity of 2.65 MGD. The project will utilize and rehabilitate the existing wet well, as well as, replace the mechanical equipment, electrical components, and emergency generator.. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016; and is also included in the Capital Improvement Plan. The construction of this project will be funded by the 2020, 2022 and 2023 Water and Sewer Revenue Bonds. The project is scheduled to start in May 2026 and has a construction time of 365 calendar days. Staff recommends approval.

Consider an amendment to the Debris Removal Services Agreement with Crowder Gulf LLC to incorporate required federal contract provisions.

The City of Alvin maintains a debris removal services contract with Crowder Gulf. to ensure timely response and recovery following disaster events such as hurricanes or severe storms. This contract is critical for protecting public health, safety, and welfare during emergency situations and supports the City's ability to efficiently remove debris following declared disasters. The existing contract includes the majority of federal contract provisions required under Appendix II to 2 C.F.R. Part 200, which governs contracts associated with federal grant funding, including FEMA disaster reimbursement.

As part of ongoing compliance efforts, staff reviewed the contract against current federal procurement standards and FEMA guidance. This review identified that two recently required federal provisions were not included in the original contract. The proposed amendment updates the agreement to incorporate the following required provisions:

- **Prohibition on Contracting for Covered Telecommunications Equipment and Services** – Required under 2 C.F.R. §200.216, this provision prohibits the use of certain telecommunications equipment or services produced by designated entities identified by the federal government as posing national security concerns, and requires compliance certification by the contractor.
- **Domestic Preference for Procurements** – Required under 2 C.F.R. §200.322, this provision requires non-federal entities to provide a preference, to the extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

- ***Incorporation of Federal Requirements under 2 C.F.R. Part 200*** – Incorporates applicable Uniform Guidance provisions, including but not limited to records retention, access to records by federal and state agencies, and other administrative and audit requirements necessary to maintain eligibility for FEMA reimbursement.

No change to scope of work

No change to contract pricing or compensation

No impact to current service delivery

This amendment ensures the contract remains fully compliant with current federal procurement requirements and preserves the City's eligibility for FEMA reimbursement, including potential reimbursement associated with Hurricane Beryl and future disaster events. Crowder Gulf has agreed to and executed the amendment. Staff recommends approval of the amendment to ensure compliance with federal requirements and to protect the City's ability to recover eligible disaster-related costs.

Consider the resignation of Jerry Persefield from the Parks and Recreation Board.

On April 2, 2026, Jerry Persefield submitted his resignation from the Parks and Recreation Board for his term ending December 31, 2026. This agenda item is the formal acceptance of his resignation. With the resignation of Jerry Persefield, there will be six (6) members on the Board. Chapter 16.5, Parks and Recreation, Article I, In General, Section 16.5-1 Parks and Recreation Board, states that the Board shall be composed of seven (7) to nine (9) members. Current members are Justin Gatlin, Ian McKee, Milton Morgan, Robyn Moore, Brandi Wyatt and John Stone. City Council will consider the appointment of a member to the Board at the May 7, 2026, City Council meeting.

Council member Vela moved to approve the consent agenda as presented. Seconded by Council member Garivey; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Presentation by Crowe LLP of the City's Annual Comprehensive Financial Report (ACFR) as of September 30, 2025; and acknowledge receipt of the 2025 ACFR.

As required by state statute, an independent audit has been completed by the CPA firm of Crowe LLP, for the fiscal year ending September 30, 2025. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY25, the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City's financial position. Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor's opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2025), and were filed in accordance with this requirement and made available on the City's website on March 27, 2026. Stephanie Harris, partner from Crowe LLP will present the report. Hard copies will be provided at the meeting and can also be viewed online [here](#).

Stephanie Harris, partner with Crowe LLP, presented this item before City Council with explanation. Ms. Harris reported that they are issuing a clean, unmodified opinion on the City's financial statements, that being the highest level of assurance they can provide as an independent auditor that the City's statements were correct.

Council member Vela moved to acknowledge receipt of the Fiscal Year 2025 Annual Comprehensive Financial Report. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 26-C, releasing approximately 5.2692 acres of land from the Extraterritorial Jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

On or about March 31, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Christopher and Catherine Moore, the owners of approximately 5.2692 acres of land located at 14830 Vacek Street, Santa Fe, Texas, in unincorporated Brazoria County. This property is adjacent to the ETJ release petition that was presented to City Council for consideration at the March 19 meeting, which was denied and subsequently released by operation of state law. The petition was submitted pursuant to Texas Local Government Code Chapter 42, Subchapter D (§42.102–§42.105), which authorizes a resident or landowner of property located within a municipality's extraterritorial jurisdiction to petition the municipality for release of the property from the ETJ. The property is identified by the Brazoria County Appraisal District as Property ID No. 711814 and is generally described as A0047 ASA BRIGHAM BLOCK 13 TRACT 7, consisting of approximately 5.2692 acres. The property is currently located within the City of Alvin's extraterritorial jurisdiction, by virtue of the 100' strip, and is not located within the corporate limits or extraterritorial jurisdiction of another municipality. The petition includes documentation demonstrating ownership of the property, a boundary description of the property, and a map identifying the area requested to be released.

Release from the City's ETJ would allow the owners to pursue permitting and development through Brazoria County. Under Section 42.105 of the Texas Local Government Code, if a petition satisfies the statutory requirements, the municipality must release the property from its extraterritorial jurisdiction. The governing body must take action on the petition by the later of: - the 45th day after the date the municipality receives the petition; or - the next meeting of the governing body occurring after the 30th day following receipt of the petition. If the city doesn't release the property within the statutory timeframe, the area is released by operation of state law. Based on the date the petition was received, the statutory deadline for release, in this case, is May 15, 2026. The Moore's plan to build a home at this location.

Junru Roland, City Manager, presented this item before City Council with explanation. Council member Vela inquired as to the location of this property and whether a survey was provided. Mr. Roland verified the location is not in the City limits, and no survey was provided. Council Members DeKeyzer and Garivey explained that Council has consistently voted against ETJ releases in order to preserve any potential rights to recapture these properties should pending litigation result in changes to state law. They noted that, although current law requires the release of the land regardless of Council's vote, opposing the releases ensures the City does not inadvertently waive any future rights by approving such ordinances.

Council member DeKeyzer moved to approve Ordinance 26-C, releasing approximately 5.2692 acres of land from the Extraterritorial Jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto. Seconded by Council member Salter; the motion failed with all members present voting No.

Consider Ordinance 26-D, amending Chapter 24, "Traffic and Vehicles" of the Code of Ordinances by amending Article II (Parking) and Article III (Commercial Motor Vehicles) to regulate the parking of certain vehicles, including vehicles exceeding twenty-five (25) feet in length and commercial motor vehicles during certain hours; providing definitions; providing for a penalty not to exceed five hundred dollars (\$500) for violations; providing for repealer; providing for severability; providing for publication; and providing for effective date.

After the council and police department received several complaints about oversize and commercial vehicle parking, Council member DeKeyzer requested a council workshop which was held on Thursday, January 15, 2026. Currently, Chapter 24 of the City of Alvin Ordinances only prohibits vehicles over 25' in length from parking on a city street. At the workshop, the fact that some tractor trailers did not exceed 25' in length was discussed, as well as the technical issue that, under the current ordinance, it is a violation for the majority of lawn companies who pull a trailer behind a truck to carry their lawn equipment, since that combination often does exceed 25' and makes them, again technically, not allowed to park on any city street. To correct these uses, Council Member DeKeyzer, City Manager Junru Roland, and Chief Lee came up with the attached changes to Chapter 24 which address these issues.

*Article II of Chapter 24 addresses parking (non-commercial) and Section 24-35 which addresses vehicles over 25' in length, has a suggested change to prevent overnight parking, 10p-6a, which will address the issue of lawn companies etc. not being able to park on a city street during the daytime. A penalty provision was also added to this language. Article III of Chapter 24 addresses Commercial Motor Vehicles and several proposed changes have been made, adding the definition of Commercial Motor Vehicle as defined under Section 548.001 Texas Transportation Code and definitions of specific types of commercial motor vehicles as defined under Section 541.201 Texas Transportation Code. Additionally, to the definition section, a new term "Immediate loading or unloading" has been added. A new section 24-49 is proposed: **Sec. 24-49 Parking of Commercial Motor Vehicles Restricted** - No person shall stop, stand or park any commercial motor vehicle on any street, alley or other public way of the city during daytime hours except for the express purpose of immediate loading or unloading. Parking between the hours of 10 p.m. and 6 a.m. is prohibited. Sec 24-50 has been added to exempt vehicles conducting permitted construction from the new provisions while within a construction zone. Staff recommends approval of Ordinance 26-D.*

Robert E. Lee, Chief of Police, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Ordinance 26-D, amending Chapter 24, "Traffic and Vehicles" of the Code of Ordinances by amending Article II (Parking) and Article III (Commercial Motor Vehicles) to regulate the parking of certain vehicles, including vehicles exceeding twenty-five (25) feet in length and commercial motor vehicles during certain hours; providing definitions; providing for a penalty not to exceed five hundred dollars (\$500) for violations; providing for repealer; providing for severability; providing for publication; and providing for effective date. Seconded by Council member Salter; motion carried with all members present voting Aye.

Consider Resolution 26-R-20, authorizing the Alvin Police Department to make application for the Catalytic Converter Theft Prevention Grant through the Motor Vehicle Crime Prevention Authority, to help defray the cost of a Drone First Responder (DFR) system and eight (8) additional FLOCK ALPR cameras from FLOCK Safety; and providing for other provisions related thereto.

The Texas Motor Vehicle Crime Prevention Authority (MVCPA) issues grants annually (September 1st 2026 to August 31st 2027) with the stated purpose being “to combat motor vehicle theft and/or fraud-related vehicle crime.” These grants are 1-year grants. Which may be applied for annually. The grant program is established under TTC chapter 1006, requires a 20% match of funds, and is distributed as a quarterly reimbursement with the agency/city funding the program and MVCPA reimbursing 80% of the cost quarterly. One of the stated purposes of the grant funding is “Applications that incorporate automatic license plate reader programs, surveillance equipment and other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.” As part of the application process, a resolution from city council is required. With this grant we intend to add eight (8) FLOCK ALPR cameras to our current inventory. These cameras will be deployed in the area of FM 1462 and SH 288, Alvin West in response to the rapid development of the area.

In addition, a Drone First Responder (DFR) program will be established. A DFR program focuses on rapid drone response to calls in progress. Most calls can have a drone overhead within 90 seconds of dispatch. With a 4-mile radius from launch (8-mile diameter). This quick response will allow responding officers to know the situation before arrival, allow for the tracking of fleeing suspects/vehicles, and in fact let the operator know whether a police response is even warranted. Officers may watch a live feed, in-car, increasing officer safety and effectiveness. The anticipated city cost for the first year of the grant, for both FLOCK cameras and FLOCK DFR, is approximately \$64,000.00. Year two cost would be the same if the grant is renewed. Without the grant, the yearly cost would range between \$150,000 — \$310,000 based on the DFR program level chosen. With the grant, the cost range would be \$32,840 — \$64,000 per year. The implementation and/or continuation of the program will be assessed based on the availability of funds for Fiscal Year 2027 and subsequent fiscal years. Staff recommends approval of the MVCPA Grant resolution.

Robert E. Lee, Chief of Police, and Corporal Jason Cleere, Drone Commander, presented this item before City Council with explanation. Police Chief Robert Lee provided a brief overview of the proposed use of grant funds, if awarded. Corporal Cleere then described the current use and capabilities of City-owned drones, including documenting fatality accident scenes through measurements, assisting in searches for missing persons and suspects, and supporting SWAT operations. He noted that the grant would support expanded efforts related to catalytic converter theft and vehicle theft investigations. Chief Lee further explained that the drones are capable of streaming live video directly to patrol units, enhancing situational awareness and officer safety. He also discussed cost variations associated with different drone models, particularly based on altitude capabilities. Chief Lee clarified that the item before Council does not authorize the purchase of drones, but rather approval to apply for the grant. He also outlined potential cost savings if the grant is awarded, as well as considerations for sustaining the program with or without future grant funding. Mayor Adame inquired whether neighboring communities have successfully utilized similar funding opportunities. Corporal Cleere responded that the City of Fulshear served as a model for the proposed resolution, citing their successful grant application and implementation. Council Member Vela commented on the benefits of the program, particularly in light of advancing technology. Further discussion included the potential for cost reductions in officer response services, with Chief Lee noting the possibility of expanding drone use to support Fire and EMS operations in addition to law enforcement. Council Member Garivey also inquired about the potential use of drones in new developments and whether associated costs could be considered in coordination with TIRZ boards for those areas.

Council member Garivey moved to approve Resolution 26-R-20, authorizing the Alvin Police Department to make application for the Catalytic Converter Theft Prevention Grant through the Motor Vehicle Crime Prevention Authority, to help defray the cost of a Drone First Responder (DFR) system and eight (8) additional FLOCK ALPR cameras from FLOCK Safety; and providing for other provisions related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Ordinance 26-E, amending the City of Alvin Park Rules, adding provisions prohibiting unauthorized digging, excavation, or ground disturbance; prohibiting climbing, standing, or sitting on certain park structures within City parks; and providing for other provisions related thereto.

At the Regular Park Board Meeting, March 3, 2026, the board reviewed ordinances from surrounding cities, discussed and unanimously recommended the following changes to the Park Rules:

Current Rule	Proposed change	Reason
<i>Damaging, disturbing, defacing, vandalizing, or removing any tree, plant, shrub, rock, or structure/apparatus of any kind</i>	<i>Damaging, disturbing, defacing, digging, vandalizing, or removing any tree, plant, shrub, rock, soil, or structure/apparatus of any kind</i>	<i>The existing rule addresses unwanted or unauthorized actions that damage or disturb park property. Adding “digging” and “soil” clarifies that these activities fall within that intent. This offers protection to underground utilities, irrigation systems, plant roots, and landscaped areas while preventing erosion, trip hazards, and long-term degradation of park grounds.</i>
<i>not listed</i>	<i>No person shall climb, walk, stand or sit upon monuments, railing, fences, tree sculptures or upon any other property not designed or customarily used for such purposes</i>	<i>Reinforces park features are intended for specific uses and helps prevent unsafe or unauthorized behavior that could lead to injury. It also protects park assets, reduces maintenance costs and preserves their long-term condition for public use.</i>

Staff recommends approval of ordinance 26-E.

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

Council member Garivey moved to approve Ordinance 26-E, amending the City of Alvin Park Rules, adding provisions prohibiting unauthorized digging, excavation, or ground disturbance; prohibiting climbing, standing, or sitting on certain park structures within City parks; and providing for other provisions related thereto. Seconded by Council member Davis; motion carried with all members present voting Aye.

Consider Resolution 26-R-21, amending the Rules and Regulations for Bob S. Owen Pool and Facilities, located at 919 Bayou Drive, Alvin, Texas; and setting forth other matters related thereto.

At the Regular Park Board Meeting, April 7, 2026, the board discussed and unanimously recommended the following changes to the Rules and Regulations for the Bob S. Owen Pool Aquatic Facility:

Current Rule	Change	Reason
<i>none</i>	<i>Add language: "Texas Department of Insurance guidelines have determined that this slide <u>is not</u> subject to the amusement ride compliance requirements of 28TAC 5.9004."</i>	<i>Adding this definition as part of the slide rules helps set accurate expectations for compliance, avoids confusion about inspection requirements, and documents that the City has verified the slide's regulatory status.</i>
<i>none (Slide Rule #1)</i>	<i>Riders must be in good health. Elderly persons, those suffering from heart disease, high blood pressure, epilepsy, or persons using prescription medication should consult their physician before using this slide. Individuals with medical conditions including, but not limited to pregnancy, heart or back problems, should not ride.</i>	<i>Match the language of the slide rules used at the Recreation Center pool slide.</i>
<i>none (Slide Rule #2)</i>	<i>Warning: Water depth is (10) feet</i>	<i>Match the language of the slide rules used at the Recreation Center pool slide.</i>
<i>Slide Rule (#3 thru #8)</i>	<i>Use more specific language naming slide users as riders and provide guidance on slide usage</i>	<i>Match the language of the slide rules used at the Recreation Center pool slide.</i>

Staff recommends approval of Resolution 26-R-21.

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

Council member Salter moved to approve Resolution 26-R-21, amending the Rules and Regulations for Bob S. Owen Pool and Facilities, located at 919 Bayou Drive, Alvin, Texas; and setting forth other matters related thereto. Seconded by Council member Davis; motion carried with all members present voting Aye.

Consider Resolution 26-R-22, amending the Rules and Regulations of the Alvin Recreation Center Pool and Facilities; located at 3201 Highway 35, Alvin, Texas; and setting forth other matters related thereto.

At the Regular Park Board Meeting, April 7, 2026, the board discussed and unanimously recommended the following changes to the Rules and Regulations for the Alvin Recreation Center Pool and Facilities:

<i>Current Rule</i>	<i>Proposed Change</i>	<i>Rational</i>
<i>To be eligible for the residential rate, residents must submit a copy of their water bill under their name when registering for a membership. Alternate methods for verifying residency will be at the sole discretion of the Parks and Recreation Department</i>	<i>To be eligible for the residential rate, residents may submit a copy of their water bill under their name when registering for a membership. Alternate methods for verifying residency will be at the sole discretion of the Parks and Recreation Department</i>	<i>Changing "must" to "may" allows more flexibility to determine residency.</i>
<i>Hours of Operation Mon – Fri 5:30a.m. – 9:30p.m.</i>	<i>Hours of Operation Mon – Fri 5:00a.m. – 9:00p.m.</i>	<i>Adjust hours based on membership demand</i>
<i>Regular hours Saturday between Good Friday & Easter Sunday 8:00 a.m. – 8:00p.m.</i>	<i>Modify hours the Saturday between Good Friday & Easter Sunday to 8:00 a.m. – 6:00 p.m.</i>	<i>Historically, attendance significantly tapers off after 4PM.</i>
<i>Spin Studio Rules</i>	<i>Consolidate with Weight Room Rules</i>	<i>Eliminate rule redundancy</i>
<i>Pool Rules: Children under age of 10 must be accompanied by an adult at least 18 years of age.</i>	<i>Pool Rules: Children under age of 12 must be accompanied by an adult at least 18 years of age</i>	<i>Match the age requirement within the building, eliminate separate age for pool area.</i>
<i>none</i>	<i>Add language: "Texas Department of Insurance guidelines have determined this slide is subject to the amusement ride compliance requirements of 28 TAC §5.9004"</i>	<i>Adding this definition as part of the slide rules helps set accurate expectations for compliance, avoids confusion about inspection requirements, and documents that the City has verified the slide's regulatory status.</i>
<i>none (Slide Rule #1)</i>	<i>All riders must be at least forty-eight (48) inches tall</i>	<i>Language recommended by the City's insurance provider, Texas Municipal League (TML)</i>
<i>none (Slide Rule #2)</i>	<i>Maximum brier weight is three hundred (300) pounds</i>	<i>Language recommended by the City's insurance provider, Texas Municipal League (TML)</i>
<i>none (Slide Rule #3)</i>	<i>Riders must be in good health. Elderly persons, those suffering from heart disease, high blood pressure, epilepsy, or persons using prescription medication should consult their physician before using this slide. Individuals with medical conditions including but not limited to; pregnancy, heart or back problems, should not ride.</i>	<i>Language recommended by the City's insurance provider, Texas Municipal League (TML)</i>
<i>none (Slide Rule #4)</i>	<i>Warning: Water depth is six (6) feet.</i>	<i>Language recommended by the City's insurance provider, Texas Municipal League (TML)</i>

<i>Slide Rules (#5 thru #10)</i>	<i>Use more specific language naming slide users as riders and provide guidance on slide usage.</i>	<i>Language recommended by the City's insurance provider, Texas Municipal League (TML)</i>
<i>none (Reservation Requirements Rule #5)</i>	<i>Add #5. Reservations including recreational-style classes, political campaigns, religious organizations or anyone collecting a fee are strictly prohibited.</i>	<i>Keeps the recreation center politically neutral and compliant with our bond covenant.</i>

Staff recommends approval of Resolution 26-R-22.

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

Council member Davis moved to approve Resolution 26-R-22, amending the Rules and Regulations of the Alvin Recreation Center Pool and Facilities located at 3201 Highway 35, Alvin, Texas; and setting forth other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Davis requested that next year Animal Control Officer Week be recognized.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

Council member Salter encouraged all citizens to go vote as early voting begins this coming Monday. He also expressed thanks to the current Alvin ISD Superintendent, Carol Nelson, for her service upon her retirement, and offered prayers in the search for her replacement.

Council member Davis mentioned the success of the past week's City-Wide Garage Sale, and the upcoming Frontier Day Street Dance and Parade.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:18 p.m. in accordance with the following:

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

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 9:24 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 9:24 p.m.

PASSED and APPROVED the 7th of May 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$94,800.00; and authorize the City Manager to sign the addendum.

Type of Item: Contract/Agreement

Summary: An initiative in the City's Strategic Plan is to establish a comprehensive program to beautify the City. As a part of that plan, city council approved funding to contract out mowing services to improve beautification along the TXDOT Bypass 35 thoroughfare traveled by Alvin's residents and visitors.

The bid to mow Bypass 35 includes a total of 139.5 acres of the median, east side right-of-way, and west side right-of-way from the City of Alvin Rec Center/Kroger on the south end of town, to Fox Meadows on the north end. This includes mowing to a uniform height of 4–6 inches, weed eating, or trimming around objects that cannot be mowed around, such as signs, utility poles, guidewires, drainage structures, ditches, etc., on a monthly basis or a 30-day cycle. The contractor shall be responsible for obtaining any necessary permits and providing traffic control when necessary, such as posting the appropriate caution signs.

City Council awarded the bid for the Bypass 35 mowing services to Stronghold Vegetation Management on May 15, 2025. Stronghold has been very reliable, dependable, and has performed their services timely to date. The current contract has an option to extend for two (2) additional one (1) year terms at the same terms and conditions, as long as both parties are in agreement to doing so. Stronghold is in agreement to extend the contract for the Bypass 35 mowing services for an additional one (1) year at the same terms and conditions.

Staff recommends extending the contract for the Bypass 35 mowing services with Stronghold Vegetation Management.

****this is separate and unrelated to the Manicured Mowing contract services***

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: <input type="checkbox"/>	Amount: \$94,800
Legal Review Required: N/A <input type="checkbox"/> Required <input type="checkbox"/>	1295 Form Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: _____

Supporting documents attached:

1. Addendum No. 1; Bypass 35 Mowing
 2. Exhibit A; Letter of extension
 3. Bypass Mowing Services; 2025; Stronghold Vegetation
-

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$94,800.00; and authorize the City Manager to sign the addendum.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: ____

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

ADDENDUM NO. 1
TO THE CITY OF ALVIN
BYPASS 35 MOWING SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Bypass 35 Mowing Services Agreement (“Addendum No. 1”) is made on this the 7th day of May 2026, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and STRONGHOLD VEGETATION MANAGEMENT (the “Contractor”).

WHEREAS, on May 15, 2025, the City approved and entered into the Bypass 35 Mowing Services Agreement with STRONGHOLD VEGETATION MANAGEMENT for mowing services on Bypass 35 (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on May 15, 2026; and

WHEREAS, the City and STRONGHOLD VEGETATION MANAGEMENT entered into Addendum No. 1 on or about May 7, 2026, agreeing to extend the term of the Agreement for an additional year ending May 7, 2027; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for two (2) additional one (1) year extensions, for a total of three (3) years, and each renewal term shall be attached to the Agreement as an Addendum (See STRONGHOLD VEGETATION MANAGEMENT’s letter attached as Exhibit “A”); and

WHEREAS, the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT desire to extend the term of the Agreement for the first one (1) year extension with two (2) additional one (1) year extensions remaining, ending May 7, 2027; and

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT hereby agree as follows:

I.

The original Agreement entered into between the CITY OF ALVIN, TEXAS and STRONGHOLD VEGETATION MANAGEMENT is extended for the final additional year, ending May 15, 2027.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Bypass 35 Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:
STRONGHOLD VEGATATION
MANAGEMENT

CITY:
CITY OF ALVIN, TEXAS

BY: _____
Jason Knighton
Owner

BY: _____
Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____
Name: _____
Title: _____

BY: _____
Dixie Roberts
City Secretary



STRONGHOLD
VEGETATION MANAGEMENT

PO BOX 553; ROSHARON, TX 77583

April 22, 2026

City of Alvin, Texas:

Stronghold Vegetation Management agrees to continue its mowing services for the city at the current price of \$7900.00 per mow. This agreement and price are good throughout the current year.

Thank you for your trust in our company,

Jason Knighton

AGREEMENT FOR BYPASS 35 MOWING SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT for BYPASS 35 MOWING SERVICES (the “Agreement”) is made and entered into on this 15th day of May 2025, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and STRONGHOLD VEGETATION MANAGEMENT (the “Contractor”).

WITNESSETH:

WHEREAS, on or about April 6, 2025, and April 13, 2025, the City advertised for bids for Bypass 35 Mowing Services for Fiscal Year 2025-2026; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about May 15, 2025, the City Council awarded a Bypass 35 Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties.

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

I.
SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Bypass 35 Mowing Services, attached hereto as Exhibits “A, B, C, and D,” and incorporated herein by reference (the “Bid”). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in the bid for Exhibits “A, B, C, and D.” Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

II. **COMPENSATION**

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Ninety-Four Thousand Eight Hundred Dollars (\$94,800.00) for Bypass 35 mowing services required hereunder for the fiscal year 2025-2026.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Ninety-Four Thousand Eight Hundred Dollars (\$94,800.00), may be renewed by mutual agreement between Contractor and the City at the same rate.

To receive payment the Contractor shall submit monthly invoices to the City following the completed mowing services each month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Ninety-Four Thousand Eight Hundred Dollars (\$94,800.00), to be used to discharge its duties to pay money under this Agreement (the “Original Allocation”) during the fiscal year 2025-2026. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this

Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **May 15, 2025**, and shall end on **May 15, 2026**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for two (2) additional one (1) year extensions, for a total of three (3) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th)

day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

**V.
INSURANCE**

In accordance with the Insurance requirements in the Terms and Conditions contained within the Notice to Bidders, Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

**VI.
MISCELLANEOUS**

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

6.02 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor’s services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.03 – Notices.

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

Director of Public Services
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4325

Michael Goble
Stronghold Vegetation Management
P.O. Box 553
Rosharon, Texas 77583
Phone No: (979) 300-4726

6.04 – Contract Documents.

The Contract Documents which comprise and supplement this Agreement consist of the following documents, which documents are made part of this Agreement as fully as if disclosed and written at length and made a part hereof:


- (a) This Agreement;
- (b) Exhibit A, B, C, and D – the maps of the locations to be mowed
- (c) Notice to Bidders (including Terms and Conditions, Specifications and Bid), submitted by Contractor;
- (d) Notice of Award;
- (e) Any modifications, including Change Orders duly delivered after execution of this Agreement.

6.05 – Entire Agreement.

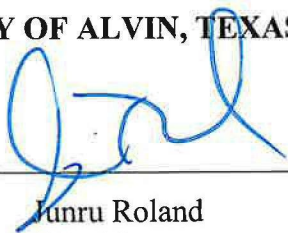
This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 15th day of May 2025.

CONTRACTOR:
STRONGHOLD VEGATATION
MANAGEMENT

BY: 
Michael Goble (May 19, 2025 11:46 CDT)
Michael Goble

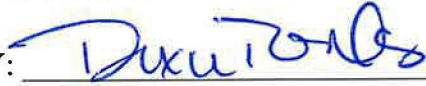
CITY:
CITY OF ALVIN, TEXAS

BY: 
Junru Roland
City Manager


ATTEST/SEAL

BY: _____
Name: _____
Title: _____

ATTEST/SEAL

BY: 
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: 
Suzanne L. Hanneman
City Attorney

Bypass 35 Mowing Services


Proposal Cover Sheet
Due Date: Tuesday, April 22, 2025, by 2:00 p.m.

Stronghold Vegetation Management
Name of Firm/Company

Michael Goble Sales/Account Manager
Agent's Name (Please Print) Agent 's Title

PO Box 553 Rosharon, TX 77583
Mailing Address City State Zip

979-300-4726 Telephone Number sales@strongholdtexas.com Email Address

 Authorized Signature Owner 4/10/25 Date

Proposal Submission Checklist	
<input type="checkbox"/>	Proposal Cover Sheet
<input type="checkbox"/>	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
<input type="checkbox"/>	Proposal Cost Sheet
<input type="checkbox"/>	Public Information Act Form
<input type="checkbox"/>	Conflict of Interest Questionnaire

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

BID SUMMARY SHEET
B-25-07


ITEM	ITEM AND DESCRIPTION	Per Mow	TOTAL for 12 times
	Bypass 35 MOWING CONTRACT, per Requirements and Specifications.		
1	EXHIBIT A:	\$ 1,501 ⁰⁰	\$ 18,012 ⁰⁰
2	EXHIBIT B:	\$ 2,449 ⁰⁰	\$ 29,388 ⁰⁰
3	EXHIBIT C:	\$ 1,817 ⁰⁰	\$ 21,804 ⁰⁰
4	EXHIBIT D:	\$ 2,133 ⁰⁰	\$ 25,596 ⁰⁰
	GRAND TOTAL	\$ 7,900 ⁰⁰	\$ 94,800 ⁰⁰

No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in the bid summary. Any variations from the detailed specifications must be noted. The City of Alvin reserves the right to increase or decrease the estimated quantities. The City reserves the right to award this contract to the lowest or best bidder of each item or the entire bid to one lowest or best bidder, whichever is in the best interest of the City.

Special Note: Altered bids will not be accepted.

NAME: Michael Goble
 TITLE: Sales/Account Manager
 COMPANY: Stronghold Vegetation Management
 ADDRESS: 16710 CR 569
Rosharon, TX 77583
 TELEPHONE: 979-300-4726

EMAIL: sales@strongholdtexas.com

SIGNATURE: 

Mail / deliver bid to: City of Alvin
Attn: City Clerk (Bid Title)
216 West Sealy
Alvin, Texas 77511

THIS SPACE
INTENTIONALLY
LEFT BLANK



All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Stronghold Vegetation Management

Signature:  Date: 4/10/25

Print Name: Michael Gobke Print Title: Sales/Account Manager

Standard Terms and Conditions

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 2em; color: blue;">N/A</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; font-size: 2em; color: blue;">N/A</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="text-align: center; font-size: 2em; color: blue;">N/A</div> Signature of vendor doing business with the governmental entity		<div style="font-size: 2em; color: blue;">4/10/25</div> Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Bypass 35 Mowing City of Alvin April 22, 2025 Bid # B-25-07		Vendor Yellowstone Landscape	Vendor Stronghold Vegetation Management	Vendor Morton Brothers Inc
		\$ 129,108.00	\$94,800.00	\$100,800.00
TOTAL BID				







Bypass 35 Mowing Services; 2025; Contract; Stronghold Vegetation Management

Final Audit Report

2025-05-19

Created:	2025-05-19
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjy4k_yD-nXrKpNMxcsnNU0ySfrL65dpl

"Bypass 35 Mowing Services; 2025; Contract; Stronghold Vegetation Management" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2025-05-19 - 4:37:00 PM GMT
-  Document emailed to sales@strongholdtexas.com for signature
2025-05-19 - 4:37:34 PM GMT
-  Email viewed by sales@strongholdtexas.com
2025-05-19 - 4:38:08 PM GMT
-  Signer sales@strongholdtexas.com entered name at signing as Michael Goble
2025-05-19 - 4:46:39 PM GMT
-  Document e-signed by Michael Goble (sales@strongholdtexas.com)
Signature Date: 2025-05-19 - 4:46:41 PM GMT - Time Source: server
-  Agreement completed.
2025-05-19 - 4:46:41 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772.00; and authorize the City Manager to sign the addendum.

Type of Item: Contract/Agreement

Summary: The agreement was originally approved for the amount of \$82,772.00 with Horticare Landscape Management by City Council on August 3, 2023, utilizing public request for pricing, RFP 23-04. The first year of service began August 3, 2023, and ended September 30, 2024. Addendum No.1 was the first of up to three one (1) year renewal options approved by City Council on May 2, 2024, which began October 1, 2024, and ended September 30, 2025. Addendum No. 2 was the second of three one (1) year renewal options, which began September 1, 2025, and will end September 30, 2026. Addendum No. 3 is the third of three one (1) year renewal options which will extend services from October 1, 2026, to September 30, 2027.

Service Year	Proposal RFP 23-04
FY27 (3rd one-year renewal option - Addendum 3)	\$82,772.00
FY26 (2nd one-year renewal option - Addendum 2)	\$82,772.00
FY25 (1st one-year renewal option - Addendum 1)	\$82,772.00
FY24 (Initial Award)	\$82,772.00

Facilities	Parks	Other Locations
City Hall	National Oak Park	Entry Sign - Gordon & Hwy 6
Museum	Ruben Adame Park	Entry Sign - Hwy 6 from Manvel
Senior Center	Newman Park	Depot Sign - Gordon @ Depot Centre Blvd
Train Depot	Lions Park	Gordon Street Bridge
Public Service Facility	Sealy Park	Downtown Parking Lot
Alvin City Annex		
Police Department		
Animal Adoption Center		

Staff recommends approval of Addendum No. 3 with Horticare Landscape Management for landscape maintenance services as their performance continues to provide good value to the City of Alvin.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 616-8003-00-3270 **Amount:** \$82,772.00 **1295 Form Required?** Yes No
Legal Review Required: N/A Required **Date Completed:** _____
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Landscape Manintenance; FY27; Horticare; Addendum No 3; City Facilities_Flowerbeds_Parks
 2. Horticare; Letter of Intent; FY27
 3. Horticare; Addendum No 2; 2025
 4. Horticare; Addendum No 1; 2024
 5. Horticare; RFP 23-04 Proposal; 2023
-

Recommendation: Move to approve Addendum No. 3 for a one(1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772.00; and authorize the City Manager to sign the addendum.

Reviewed by Department Head, if applicable: ____

Reviewed by Chief Financial Officer, if applicable: ____

Reviewed by City Attorney, if applicable: ____

Reviewed by City Manager, if applicable: X

ADDENDUM NO. 3

**TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS Addendum No. 3 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 3”) is made on this the **7th day of May 2026**, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) City owned buildings, five (5) City parks, and five (5) other locations within the City; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare entered into Addendum No. 1 on or about September 19, 2024, agreeing to extend the term of the Agreement for an additional year ending September 30, 2025;

WHEREAS, the City and Horticare entered into Addendum No. 2 on or about May 1, 2025, agreeing to extend the term of the Agreement for an additional year ending September 30, 2026;

WHEREAS, the City and Horticare Landscape Management desire to extend the term of the Agreement for the third of three one (1) year extensions ending September 30, 2027.

WITNESSETH:

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

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2027.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 3, the provisions of this Addendum No. 3 shall control. This Addendum No. 3 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 3 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

CITY OF ALVIN, TEXAS

By: _____
George Zagorianos
Title: _____

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

March 16, 2026

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2026-9/30/2027.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management

ADDENDUM NO. 2

**TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS Addendum No. 2 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the 1st day of May 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) City owned buildings, five (5) City parks, and five (5) other locations within the City; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare entered into Addendum No. 1 on or about September 19, 2024, agreeing to extend the term of the Agreement for an additional year ending September 30, 2025;

WHEREAS, the City and Horticare Landscape Management desire to extend the term of the Agreement for the second of three one (1) year extensions ending September 30, 2026.

WITNESSETH:

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

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2026.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 2, the provisions of this Addendum No. 2 shall control. This Addendum No. 2 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 2 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

By: George Zagorianos
George Zagorianos (May 5, 2025 15:05 CDT)
George Zagorianos
Title: Owner

CITY OF ALVIN, TEXAS

By: 
Junru Roland, City Manager


ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: 
Suzanne L. Hanneman
City Attorney



April 10, 2025

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2025-9/30/2026.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management

ADDENDUM NO. 1

**TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the 2nd day of May 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2025; and

WITNESSETH:

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

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2025.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

By: George Zagorianos
George Zagorianos
George Zagorianos - Owner
Printed Name & Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Janru Roland, City Manager

ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



April 10, 2024

Re: RFP-04 Landscape Maintenance

Dear Mr. Kellnske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2024-9/30/2025.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management






City of Alvin; Landscape Maintenance; Horticulture; Addendum No 1

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXOa1hBlxqCoqWraO3Xkbig2_1Z0n99r8

"City of Alvin; Landscape Maintenance; Horticulture; Addendum No 1" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-05-06 - 10:37:51 PM GMT
-  Document emailed to George Zagorianos (george@horticarelawn.com) for signature
2024-05-06 - 10:38:27 PM GMT
-  Email viewed by George Zagorianos (george@horticarelawn.com)
2024-05-07 - 3:44:22 AM GMT
-  Document e-signed by George Zagorianos (george@horticarelawn.com)
Signature Date: 2024-05-07 - 1:54:37 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 1:54:37 PM GMT



**NOTICE
REQUEST FOR PROPOSALS**

LANDSCAPE MAINTENANCE

I. Request for Proposal:

- A. The City of Alvin is accepting sealed competitive proposals from qualified professional companies to provide for City owned or maintained Parks, Facility Grounds and Rights of Way.
- B. Interested firms are invited to submit their qualifications for consideration. The submittal shall contain, at a minimum, the information included in this Request for Proposals.
- C. Staff will evaluate the submittals. If necessary, a shortlist of firms will be notified for follow-up interviews.
- D. The City of Alvin reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin and reserves the rights to negotiate with any or all firms submitting proposals.

Dan Kelinske
Parks and Recreation Director

INSTRUCTIONS/INFORMATION TO PROSPECTIVE CONTRACTORS

1. **EXAMINATION OF REQUEST FOR PROPOSALS:** A copy of this Request for Proposal will be available on the City's website, www.alvin-tx.gov.
2. **PROPOSAL SUBMISSION:** Proposals shall be complete and submitted in a sealed envelope to:

Alvin City Hall

Attn: City Secretary

216 West Sealy, Alvin, Texas 77511

Submittals must be received by Tuesday, July 11, 2023 at 2:00p.m. and clearly labeled "LANDSCAPE MAINTENANCE"

3. **PREPARATION OF PROPOSALS:** All proposals for the work shall be made only on the Proposal/Specifications form attached to this Request for Proposals and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, additions, conditional or alternate bids, or that contain irregularities of any kind may be rejected. Bidders are required to provide a minimum of two references for similar types of work on a separate sheet of paper attached to their proposal. Bidders are advised to carefully review the Specifications and attach with their proposal the additional items required.
4. **ALTERNATE / MULTIPLE PROPOSALS:** It is not the desire or intent of the City to eliminate or exclude any company from submitting a proposal because of minor deviations, or changes that may be deemed an improvement to the level of service provided.

The City shall be the sole and final judge, unequivocally, as to whether any substitute is of an equivalent or better quality or is necessary for providing and maintaining satisfactory preventive maintenance and repair for the equipment referenced herein.

5. **BASIS OF AWARD:** The City of Alvin is seeking a qualified company for Landscape Maintenance for City owned or maintained flowerbeds. **The successful bidder shall provide: demonstrated competence in horticulture, fixed price quotations per bidding instructions, and Item #9 Qualifications of Proposing Contractor, below.** The contract is renewed annually for a maximum of no more than three (3) consecutive renewals. Generally, the contract award shall be made to the qualified bidder based on the best combination of overall lowest rates and level of service, as determined by the City to provide the best combination of price and value to the City. Other factors such as quality and quantity of work will also be considered when awarding the contract.

The City of Alvin reserves the right to reject or accept any proposal, in whole or part, or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin.

6. **INSURANCE:** The selected contractor shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:
 - a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
 - b. Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;

- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- d. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

Certificates evidencing such insurance shall be furnished to the City prior to the selected contractor commencing the work. Companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

- 7. **INDEMNIFICATION:** If this Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.
- 8. **COMPLIANCE WITH LAWS:** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
- 9. **QUALIFICATIONS OF PROPOSING CONTRACTOR:** The prospective Contractor must be satisfactory to the City in experience, length of time in business, reliability, and demonstrated ability to provide the services required by the specifications. The contractor must satisfy the following requirements:
 - a. Maintain a permanent place of business;
 - b. Have adequately trained personnel and equipment to perform the services in an expeditious and competent manner;
 - c. Have satisfactorily furnished services of similar size and scope for a period of at least twelve (12) months; and
 - d. Provide no less than two (2) references for services of similar size and scope.
- 10. **EXECUTION OF CONTRACT/CONTRACTOR STATUS:** The successful Contractor shall execute the Contract in accordance with the Instructions/Information to Prospective Contractors document, and the Proposal/Specifications document as accepted by the City and furnish the necessary insurance certificates upon execution of the contract.
- 11. **TERM OF THE CONTRACT:** The term of this Contract shall be one year, commencing on _____, 2023, and ending at midnight on September 30, 2024. The City of Alvin will have the option to renew these services for three (3) additional one-year periods upon mutual consent and agreement of both parties at least ninety (90) days prior to the expiration of the service Contract.
- 12. **INVOICE/PAYMENT:** Invoices shall be submitted to the City of Alvin Parks and Recreation Department, 216 West Sealy, Alvin, Texas 77511.
- 13. **TAX EXEMPTION:** The City of Alvin is a municipal corporation and is exempt from applicable State and local taxes on the purchase and delivery of supplies directly to the City.

14. **CANCELLATION:** The City of Alvin reserves the right to terminate the services at any time during the term of the Contract upon receipt of a 30-day written notice to the Contractor.
15. **DEFAULT:** In the case of default of the Contractor, the City reserves the right to terminate the Contract and purchase similar services in the open market, charging against the Contractor any excess costs the City incurs thereby.
16. **QUESTIONS:** All questions must be submitted in writing, via e-mail to Dan Kelinske, Parks and Recreation Director, DJ.Kelinske@cityofalvin.com no less than two (2) business days prior to the scheduled due date of the response.

PROPOSAL/SPECIFICATIONS

Name of Contractor Horticare Landscape Management ("Contractor")

Principal Business Address 2717 FM 517 Rd. Alvin, Tx 77511

Contact Person George Zagorianos Phone Number 281-554-5273

Date 7/11/2023 Email Address george@horticarelawn.com

The undersigned is authorized to execute this Proposal to the City of Alvin and to bind the Contractor to its terms and conditions.

Signature of Officer, Partner, or Sole Proprietor *George Zagorianos*

Print Name and Title George Zagorianos

Name of Certified Arborist(s) providing oversight Justin Estopinal

- Include copies of certification(s)

This area intentionally left blank

This Proposal/Specifications document, inclusive of the Instructions/Information to Prospective Contractors, when accepted and signed by an authorized signatory of the City of Alvin, shall become a contract binding upon the City and the Contractor.

SCOPE OF SERVICES:

Successful bidder shall maintain, monthly, a total of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations. Maintenance shall include turning mulch, removing invasive weeds, vines, and grasses, adding mulch, removing, and replacing purposefully planted dead, diseased, dying, or damaged plants and shrubs with alike or City approved plantings.

The quote will also include seasonal plantings twice per year, within the months of April and October. Seasonal plantings shall include:

- flowers selected from the provided list, with substitutions pre-approved by the Operations Manager
- a minimum of 4 different varieties of flowers
- applying preventative measures of insecticides/herbicides and fertilizer
- mulch of good quality and color
- soil which promotes flower growth

Duties Per Location

- Monthly
 - o Turn/add mulch & soil as necessary
 - o Replacement of dead or dying (plants, shrubs, flowers, etc...)
 - o Remove unwanted weeds, grasses, vines, etc.
- Semi-Annually (April & October)
 - o Seasonal planting
 - See Landscaping Plan for Nature Observation Area @ National Oak Park

Preferred Planting List	
Spring	Fall
Snap Dragons	Chrysanthemum
Dahlias (dwarf varieties)	Gerber Daisies
Angelonia	Butter Cups
Celosia	Alyssum
Geraniums	Pansies
Begonias	Cocks Comb-Celosia
Impatiens	Aster
Larkspur or Delphinium	Dianthus
Petunias	Croton
Dianthus	Ornamental Peppers
Salvia	Violas
Alyssum	Dusty Miller "Cirrus"
Calibrachoa	Black-eyed Susan's
Verbena	Petunias
Fox Gloves	
Gerber Daisies	
Periwinkles	
Morning Glory	

Facilities

Site	Size (approximate)	Cost
1. City Hall 216 W. Sealy Street	Irrigated	
- Perimeter of building & pathways	1,800 sq feet	\$ 10,000
- Circular planter	400 sq feet	\$ 2,224
Total		\$ 12,224
2. Museum 302 W. Sealy Street	Irrigated	
- Two flowerbeds	156 sq feet	\$ 900
- Two planter pots	n/a	\$ 450
Total		\$ 1,800
3. Senior Center 309 W. Sealy Street	Irrigated	
- North, East & West side of building & along pathway	800 sq feet	\$ 4,448
- North rectangular bed	250 sq feet	\$ 1,400
- Two planter pots	n/a	\$ 450
Total		\$ 6,298
4. Train Depot 200 Depot Centre Blvd	Irrigated	
- South side of building	800 sq feet	\$ 4,448
- East rectangular bed	100 sq feet	\$ 560
- 5 rectangular beds	2,000 sq feet	\$ 11,112
- South side of clock tower	100 sq feet	\$ 560
Total		\$ 16,680
5. Public Service Facility 1100 W. Highway 6	Irrigated	
- South side of building	700 sq feet	\$ 3,900
Total		\$ 3,900
6. Recreation Station 302 W. House St.	Irrigated	
- South side of building	200 sq feet	\$ 1,120
Total		\$ 1,120
7. Police Department 1500 S. Gordon St.	Irrigated	
- Southeast side of building	900 sq feet	\$ 5,000
Total		\$ 5,000
8. Animal Adoption Center 550 W. Hwy 6	Irrigated	
- Northside of building	800 sq feet	\$ 4,448
Total		\$ 4,448

Parks

Site	Size (approximate)	Cost
1. National Oak Park 118 Magnolia St.	Irrigated	
- Nature Observation Area, all 4 beds	600 sq feet	\$ 3,335
- Skate Park, 2 flowerbeds	200 sq feet	\$ 1,115
Total		\$ 4,450
2. Ruben Adame Park 801 Shaw St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 2,225
Total		\$ 2,225
3. Newman Park 1200 Newman St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 1,115
Total		\$ 1,115
4. Lions Park 1060 College Drive	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560
5. Sealy Park	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560

Other Locations

Site	Size (approximate)	Cost
1. Entry Sign Southeast Corner Gordon & Hwy 6	Irrigated	
- 1 rectangular flowerbed	1500 sq feet	\$ 8,340
Total		\$ 8,340
2. Entry Sign W. Highway 6 (from Manvel)	NOT Irrigated	
- 1 rectangular flowerbed	800 sq feet	\$ 4,448
Total		\$ 4,448
3. Depot Sign @ Gordon & W. Willis	Irrigated	
- 1 rectangular flowerbed	300 sq feet	\$ 1,680
Total		\$ 1,680
4. Gordon Street Bridge	Irrigated	
- 4 rectangular flowerbeds @ 100 sq ft ea	400 sq feet	\$ 2,224
Total		\$ 2,224
5. Downtown Parking Lot @ W. Sealy & Gordon St.	NOT Irrigated	
- 8 rectangular flowerbeds @ 40 sq ft ea	320 sq feet	\$ 1,800
6. Corner of W. Willis St. & N. Gordon St.	Irrigated	
- 2 rectangular flowerbeds @ 350 sq ft ea	700 sq feet	\$ 3,900
Total		\$ 5,700

**City of Alvin
LANDSCAPE MAINTENANCE PROPOSAL FORM**

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the City of

Alvin Landscape Maintenance, hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to provide these services in a safe and efficient manner, in accordance with aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of this proposal.

Notes:

Authorized Contractor Representative (printed): George Zagorianos

Signature: *George Zagorianos*

Date: 7/11/2023

Authorized City Representative

Signature:

Contract Approval Date:

JUNRU ROLAND
Jel
8-3-23



Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX 77511
281.554.5273
info@horticarelawn.com

To The City of Alvin,

Horticare Landscape Management, established in 2008, is a locally-owned and full-service landscape management company located in Alvin, Texas. Throughout the years, Horticare continues to provide the Greater Houston area with quality lawn and landscape management while specializing in delivering what every customer wants in their landscape: a site that is clean and aesthetically pleasing to visitors.

To highlight, Horticare's most prominent scope of work includes homeowners' associations, local government municipalities, commercial shopping centers, and industrial facilities. Currently, Horticare carries a staff of 42 full-time employees and manages a fleet of nine service trucks and counting.

We, at HLM, attribute the company's growth and longevity in this competitive market to our insistence on staying at the forefront of technology and to an unwavering commitment to customer service. At Horticare, we ensure our customers' sceneries are always immaculate by being well-informed of the absolute best practices; whether these be tried and true methods or at the forefront of landscape innovation. We take a deliberate and proactive approach to customer satisfaction through careful attention to detail and developing good working relationships with our patrons.

Your property is a direct reflection of your standards. With the proper design, consistent landscaping enhancement recommendations and maintenance, your property will convey the right first impression and reflect your standard of quality.

Our objective is to help you create and maintain landscape designs that leave a lasting image. We are responsive, proactive and seek to understand your specific needs and objectives. This is the key to our long-term success. Horticare Landscape Management owners, Evan and George, pride themselves on a meticulous eye to detail and excellence in customer service. We look forward to the possibility of working with the City of Alvin on this upcoming project and providing the City with the very best customer service there is to offer in the Greater Houston area.

Sincerely,

Evan Zagorianos
George Zagorianos
Horticare Landscape Management



Company References

Park Shadows HOA
University Park Dr.
Houston, TX 77058
Contact: Angela Creech
Phone: 832-864-1274

Canterbury Park HOA
Canterbury Park Dr.
Pearland, TX 77584
Contact: Betty Fiala
Phone: 346-266-8743

Massey Lakes HOA
Massey Lakes Blvd.
Pearland, TX 77584
Contact: Katie Paz
Phone: 281-947-8675



Company Certifications

George Zagorianos
Licensed Irrigator
LI0028475

Evan Zagorianos
Texas Certified Landscape Associate

Justin Estopinal
Certified Arborist (Consultant)
TX-4230A

Justin Mansfield
Commercial Applicator
0876983






Landscape Manintenance; 2025; Horticare; City Facilities_Flowerbeds_Parks

Final Audit Report

2025-05-05

Created:	2025-05-05
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv00k2uU92uUHZjLBU5ghn-XIGpwQZ1Vi

"Landscape Manintenance; 2025; Horticare; City Facilities_Flow erbeds_Parks" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2025-05-05 - 4:16:48 PM GMT
-  Document emailed to George Zagorianos (george@horticarelawn.com) for signature
2025-05-05 - 4:17:29 PM GMT
-  Email viewed by George Zagorianos (george@horticarelawn.com)
2025-05-05 - 5:35:00 PM GMT
-  Document e-signed by George Zagorianos (george@horticarelawn.com)
Signature Date: 2025-05-05 - 8:05:49 PM GMT - Time Source: server
-  Agreement completed.
2025-05-05 - 8:05:49 PM GMT

ADDENDUM NO. 1

**TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the 2nd day of May 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2025; and

WITNESSETH:

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

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2025.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

By: George Zagorianos
George Zagorianos
George Zagorianos - Owner
Printed Name & Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Janru Roland, City Manager

ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



April 10, 2024

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2024-9/30/2025.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management






City of Alvin; Landscape Maintenance; Horticare; Addendum No 1

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXOa1hBlxqCoqWraO3Xkbg2_1Z0n99r8

"City of Alvin; Landscape Maintenance; Horticare; Addendum No 1" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-05-06 - 10:37:51 PM GMT
-  Document emailed to George Zagorianos (george@horticarelawn.com) for signature
2024-05-06 - 10:38:27 PM GMT
-  Email viewed by George Zagorianos (george@horticarelawn.com)
2024-05-07 - 3:44:22 AM GMT
-  Document e-signed by George Zagorianos (george@horticarelawn.com)
Signature Date: 2024-05-07 - 1:54:37 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 1:54:37 PM GMT



**NOTICE
REQUEST FOR PROPOSALS**

LANDSCAPE MAINTENANCE

I. Request for Proposal:

- A. The City of Alvin is accepting sealed competitive proposals from qualified professional companies to provide for City owned or maintained Parks, Facility Grounds and Rights of Way.
- B. Interested firms are invited to submit their qualifications for consideration. The submittal shall contain, at a minimum, the information included in this Request for Proposals.
- C. Staff will evaluate the submittals. If necessary, a shortlist of firms will be notified for follow-up interviews.
- D. The City of Alvin reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin and reserves the rights to negotiate with any or all firms submitting proposals.

Dan Kelinske
Parks and Recreation Director

INSTRUCTIONS/INFORMATION TO PROSPECTIVE CONTRACTORS

1. **EXAMINATION OF REQUEST FOR PROPOSALS:** A copy of this Request for Proposal will be available on the City's website, www.alvin-tx.gov.
2. **PROPOSAL SUBMISSION:** Proposals shall be complete and submitted in a sealed envelope to:

Alvin City Hall
Attn: City Secretary
216 West Sealy, Alvin, Texas 77511

Submittals must be received by Tuesday, July 11, 2023 at 2:00p.m. and clearly labeled
"LANDSCAPE MAINTENANCE"

3. **PREPARATION OF PROPOSALS:** All proposals for the work shall be made only on the Proposal/Specifications form attached to this Request for Proposals and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, additions, conditional or alternate bids, or that contain irregularities of any kind may be rejected. Bidders are required to provide a minimum of two references for similar types of work on a separate sheet of paper attached to their proposal. Bidders are advised to carefully review the Specifications and attach with their proposal the additional items required.
4. **ALTERNATE / MULTIPLE PROPOSALS:** It is not the desire or intent of the City to eliminate or exclude any company from submitting a proposal because of minor deviations, or changes that may be deemed an improvement to the level of service provided.

The City shall be the sole and final judge, unequivocally, as to whether any substitute is of an equivalent or better quality or is necessary for providing and maintaining satisfactory preventive maintenance and repair for the equipment referenced herein.

5. **BASIS OF AWARD:** The City of Alvin is seeking a qualified company for Landscape Maintenance for City owned or maintained flowerbeds. **The successful bidder shall provide: demonstrated competence in horticulture, fixed price quotations per bidding instructions, and Item #9 Qualifications of Proposing Contractor, below.** The contract is renewed annually for a maximum of no more than three (3) consecutive renewals. Generally, the contract award shall be made to the qualified bidder based on the best combination of overall lowest rates and level of service, as determined by the City to provide the best combination of price and value to the City. Other factors such as quality and quantity of work will also be considered when awarding the contract.

The City of Alvin reserves the right to reject or accept any proposal, in whole or part, or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin.

6. **INSURANCE:** The selected contractor shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:
 - a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
 - b. Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;

- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- d. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

Certificates evidencing such insurance shall be furnished to the City prior to the selected contractor commencing the work. Companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

- 7. **INDEMNIFICATION:** If this Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.
- 8. **COMPLIANCE WITH LAWS:** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
- 9. **QUALIFICATIONS OF PROPOSING CONTRACTOR:** The prospective Contractor must be satisfactory to the City in experience, length of time in business, reliability, and demonstrated ability to provide the services required by the specifications. The contractor must satisfy the following requirements:
 - a. Maintain a permanent place of business;
 - b. Have adequately trained personnel and equipment to perform the services in an expeditious and competent manner;
 - c. Have satisfactorily furnished services of similar size and scope for a period of at least twelve (12) months; and
 - d. Provide no less than two (2) references for services of similar size and scope.
- 10. **EXECUTION OF CONTRACT/CONTRACTOR STATUS:** The successful Contractor shall execute the Contract in accordance with the Instructions/Information to Prospective Contractors document, and the Proposal/Specifications document as accepted by the City and furnish the necessary insurance certificates upon execution of the contract.
- 11. **TERM OF THE CONTRACT:** The term of this Contract shall be one year, commencing on _____, 2023, and ending at midnight on September 30, 2024. The City of Alvin will have the option to renew these services for three (3) additional one-year periods upon mutual consent and agreement of both parties at least ninety (90) days prior to the expiration of the service Contract.
- 12. **INVOICE/PAYMENT:** Invoices shall be submitted to the City of Alvin Parks and Recreation Department, 216 West Sealy, Alvin, Texas 77511.
- 13. **TAX EXEMPTION:** The City of Alvin is a municipal corporation and is exempt from applicable State and local taxes on the purchase and delivery of supplies directly to the City.

14. **CANCELLATION:** The City of Alvin reserves the right to terminate the services at any time during the term of the Contract upon receipt of a 30-day written notice to the Contractor.
15. **DEFAULT:** In the case of default of the Contractor, the City reserves the right to terminate the Contract and purchase similar services in the open market, charging against the Contractor any excess costs the City incurs thereby.
16. **QUESTIONS:** All questions must be submitted in writing, via e-mail to Dan Kelinske, Parks and Recreation Director, DLKelinske@cityofalvin.com no less than two (2) business days prior to the scheduled due date of the response.

PROPOSAL/SPECIFICATIONS

Name of Contractor Horticare Landscape Management ("Contractor")

Principal Business Address 2717 FM 517 Rd. Alvin, Tx 77511

Contact Person George Zagorianos Phone Number 281-554-5273

Date 7/11/2023 Email Address george@horticarelawn.com

The undersigned is authorized to execute this Proposal to the City of Alvin and to bind the Contractor to its terms and conditions.

Signature of Officer, Partner, or Sole Proprietor *George Zagorianos*

Print Name and Title George Zagorianos

Name of Certified Arborist(s) providing oversight Justin Estopinal

- Include copies of certification(s)

This area intentionally left blank

This Proposal/Specifications document, inclusive of the Instructions/Information to Prospective Contractors, when accepted and signed by an authorized signatory of the City of Alvin, shall become a contract binding upon the City and the Contractor.

SCOPE OF SERVICES:

Successful bidder shall maintain, monthly, a total of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations. Maintenance shall include turning mulch, removing invasive weeds, vines, and grasses, adding mulch, removing, and replacing purposefully planted dead, diseased, dying, or damaged plants and shrubs with alike or City approved plantings.

The quote will also include seasonal plantings twice per year, within the months of April and October. Seasonal plantings shall include:

- flowers selected from the provided list, with substitutions pre-approved by the Operations Manager
- a minimum of 4 different varieties of flowers
- applying preventative measures of insecticides/herbicides and fertilizer
- mulch of good quality and color
- soil which promotes flower growth

Duties Per Location

- Monthly
 - o Turn/add mulch & soil as necessary
 - o Replacement of dead or dying (plants, shrubs, flowers, etc...)
 - o Remove unwanted weeds, grasses, vines, etc.
- Semi-Annually (April & October)
 - o Seasonal planting
 - See Landscaping Plan for Nature Observation Area @ National Oak Park

Preferred Planting List	
Spring	Fall
Snap Dragons	Chrysanthemum
Dahlias (dwarf varieties)	Gerber Daisies
Angelonia	Butter Cups
Celosia	Alyssum
Geraniums	Pansies
Begonias	Cocks Comb-Celosia
Impatiens	Aster
Larkspur or Delphinium	Dianthus
Petunias	Croton
Dianthus	Ornamental Peppers
Salvia	Violas
Alyssum	Dusty Miller "Cirrus"
Calibrachoa	Black-eyed Susan's
Verbena	Petunias
Fox Gloves	
Gerber Daisies	
Periwinkles	
Morning Glory	

Facilities

Site	Size (approximate)	Cost
1. City Hall 216 W. Sealy Street	Irrigated	
- Perimeter of building & pathways	1,800 sq feet	\$ 10,000
- Circular planter	400 sq feet	\$ 2,224
Total		\$ 12,224
2. Museum 302 W. Sealy Street	Irrigated	
- Two flowerbeds	156 sq feet	\$ 900
- Two planter pots	n/a	\$ 450
Total		\$ 1,800
3. Senior Center 309 W. Sealy Street	Irrigated	
- North, East & West side of building & along pathway	800 sq feet	\$ 4,448
- North rectangular bed	250 sq feet	\$ 1,400
- Two planter pots	n/a	\$ 450
Total		\$ 6,298
4. Train Depot 200 Depot Centre Blvd	Irrigated	
- South side of building	800 sq feet	\$ 4,448
- East rectangular bed	100 sq feet	\$ 560
- 5 rectangular beds	2,000 sq feet	\$ 11,112
- South side of clock tower	100 sq feet	\$ 560
Total		\$ 16,680
5. Public Service Facility 1100 W. Highway 6	Irrigated	
- South side of building	700 sq feet	\$ 3,900
Total		\$ 3,900
6. Recreation Station 302 W. House St.	Irrigated	
- South side of building	200 sq feet	\$ 1,120
Total		\$ 1,120
7. Police Department 1500 S. Gordon St.	Irrigated	
- Southeast side of building	900 sq feet	\$ 5,000
Total		\$ 5,000
8. Animal Adoption Center 550 W. Hwy 6	Irrigated	
- Northside of building	800 sq feet	\$ 4,448
Total		\$ 4,448

Parks

Site	Size (approximate)	Cost
1. National Oak Park 118 Magnolia St.	Irrigated	
- Nature Observation Area, all 4 beds	600 sq feet	\$ 3,335
- Skate Park, 2 flowerbeds	200 sq feet	\$ 1,115
Total		\$ 4,450
2. Ruben Adame Park 801 Shaw St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 2,225
Total		\$ 2,225
3. Newman Park 1200 Newman St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 1,115
Total		\$ 1,115
4. Lions Park 1060 College Drive	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560
5. Sealy Park	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560

Other Locations

Site	Size (approximate)	Cost
1. Entry Sign Southeast Corner Gordon & Hwy 6	Irrigated	
- 1 rectangular flowerbed	1500 sq feet	\$ 8,340
Total		\$ 8,340
2. Entry Sign W. Highway 6 (from Manvel)	NOT Irrigated	
- 1 rectangular flowerbed	800 sq feet	\$ 4,448
Total		\$ 4,448
3. Depot Sign @ Gordon & W. Willis	Irrigated	
- 1 rectangular flowerbed	300 sq feet	\$ 1,680
Total		\$ 1,680
4. Gordon Street Bridge	Irrigated	
- 4 rectangular flowerbeds @ 100 sq ft ea	400 sq feet	\$ 2,224
Total		\$ 2,224
5. Downtown Parking Lot @ W. Sealy & Gordon St.	NOT Irrigated	
- 8 rectangular flowerbeds @ 40 sq ft ea	320 sq feet	\$ 1,800
6. Corner of W. Willis St. & N. Gordon St.	Irrigated	
- 2 rectangular flowerbeds @ 350 sq ft ea	700 sq feet	\$ 3,900
Total		\$ 5,700

**City of Alvin
LANDSCAPE MAINTENANCE PROPOSAL FORM**

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the City of

Alvin Landscape Maintenance, hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to provide these services in a safe and efficient manner, in accordance with aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of this proposal.

Notes:

Authorized Contractor Representative (printed): George Zagorianos

Signature: George Zagorianos

Date: 7/11/2023

Authorized City Representative JUNBU ROLAND

Signature: Jel

Contract Approval Date: 8-3-23



Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX 77511
281.554.5273
info@horticarelawn.com

To The City of Alvin,

Horticare Landscape Management, established in 2008, is a locally-owned and full-service landscape management company located in Alvin, Texas. Throughout the years, Horticare continues to provide the Greater Houston area with quality lawn and landscape management while specializing in delivering what every customer wants in their landscape: a site that is clean and aesthetically pleasing to visitors.

To highlight, Horticare's most prominent scope of work includes homeowners' associations, local government municipalities, commercial shopping centers, and industrial facilities. Currently, Horticare carries a staff of 42 full-time employees and manages a fleet of nine service trucks and counting.

We, at HLM, attribute the company's growth and longevity in this competitive market to our insistence on staying at the forefront of technology and to an unwavering commitment to customer service. At Horticare, we ensure our customers' sceneries are always immaculate by being well-informed of the absolute best practices; whether these be tried and true methods or at the forefront of landscape innovation. We take a deliberate and proactive approach to customer satisfaction through careful attention to detail and developing good working relationships with our patrons.

Your property is a direct reflection of your standards. With the proper design, consistent landscaping enhancement recommendations and maintenance, your property will convey the right first impression and reflect your standard of quality.

Our objective is to help you create and maintain landscape designs that leave a lasting image. We are responsive, proactive and seek to understand your specific needs and objectives. This is the key to our long-term success. Horticare Landscape Management owners, Evan and George, pride themselves on a meticulous eye to detail and excellence in customer service. We look forward to the possibility of working with the City of Alvin on this upcoming project and providing the City with the very best customer service there is to offer in the Greater Houston area.

Sincerely,

Evan Zagorianos
George Zagorianos
Horticare Landscape Management

Company References

Park Shadows HOA
University Park Dr.
Houston, TX 77058
Contact: Angela Creech
Phone: 832-864-1274

Canterbury Park HOA
Canterbury Park Dr.
Pearland, TX 77584
Contact: Betty Fiala
Phone: 346-266-8743

Massey Lakes HOA
Massey Lakes Blvd.
Pearland, TX 77584
Contact: Katie Paz
Phone: 281-947-8675



Company Certifications

George Zagorianos
Licensed Irrigator
LI0028475

Evan Zagorianos
Texas Certified Landscape Associate

Justin Estopinal
Certified Arborist (Consultant)
TX-4230A

Justin Mansfield
Commercial Applicator
0876983



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an award of bid (B-26-03), Janitorial Services Provider Contract, to Marsden South LLC, for janitorial services for City-owned buildings and park restrooms, in an amount not to exceed \$165,058.68; and authorize the City Manager to sign the agreement.

Type of Item: Contract/Agreement

Summary: Consider awarding a service contract from the results of public bid B-26-03 to Marsden South LLC in the amount of \$165,058.68 to provide janitorial services beginning October 1, 2026, and ending September 30, 2027, for the following locations: *City Hall, Public Service Facility, Library, Senior Citizen Center, Museum, CVB/Train Depot, National Oak Park Restroom, Police Department, Alvin Animal Adoptin Center, Public Service Facility #2, City Annex, Fire/EMS Station #1, Fire Station #2 & #3 and Recreation Center.* Facilities per request include: *Briscoe, Lions Pearson, Morgan, Bob Owen Pool restrooms and Alvin Girl Scout House.* Services per request include: *carpet cleaning/shampoo, exterior window cleaning, refinish color concrete flooring.* Pricing was bid as cost per square foot. Marsden does not offer refinish performance-oriented hardwood flooring.

Janitorial Services Bid # B-26-03 was advertised March 29 and April 5, 2026; Bids were opened on April 14, 2026, with follow-up interviews for selected bidders on April 22, 2026.

Bid Tabulation for B-26-03

Bidder Name	Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Contract Cost
United Service Associates	\$21,304.00	\$2,776.00	\$24,080.00	\$288,960.00
Kleen Tech	\$18,745.14	\$2,589.41	\$21,334.55	\$256,014.61
NVS Corporate Services	\$23,743.03	\$4,156.80	\$27,899.83	\$334,797.96
LGC Global	\$26,245.00	\$3,640.00	\$29,885.00	\$358,620.00
SBS Maintenance &	\$56,916.32	\$1,890.00	NA	\$705,675.84

Cleaning				
American Janitorial	\$18,001.00	\$1,490.00 \$15/HR Per Time at Park Restrooms	\$19,491.00	\$233,892.00
Ourso Enterprises	\$35,876.00	\$4,254.13	\$40,130.13	\$481,561.56
Ambassador Services	\$17,588.23	\$2,531.69	\$20,119.92	\$241,439.04
Metroclean	\$22,605.00	\$2,803.13	\$25,408.13	\$304,897.50
Marsden South	\$10,393.39	\$3,361.50	\$13,754.89	\$165,058.68
Aquamen Cleaning	\$29,300.00	\$3,600.00	\$32,900.00	\$394,800.00

Staff recommends awarding the Janitorial Services contract to Marsden South LLC, as they provided the lowest cost, best value bid. References have been verified by staff and were satisfactory.

Also, per Section 2.01 Contingency Services Provision, in the event the awarded Contractor is unable, unwilling or fails to perform the services required under this Agreement, the City may engage a secondary vendor identified through the original solicitation process or any other procurement method authorized by law.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 616-8003-00-3270 **Amount:** \$165,058.68 **1295 Form Required?** Yes No
Legal Review Required: N/A Required **Date Completed:** _____
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Marsden South; B-26-03; Janitorial
 2. B-26-03 Janitorial Bid Tab
 3. B-26-03 Janitorial Contract
-

Recommendation: Move to award bid (B-26-03), Janitorial Services Provider Contract, to Marsden South LLC, for janitorial services for City-owned buildings and park restrooms, in an amount not to exceed \$\$165,058.68; and authorize the City Manager to sign the agreement.

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

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



Request for Bid Bid #
B-26-03 Janitorial
Services Contract

*Proposal for Janitorial Services
Bid # B-26-03*

Prepared by Marsden

John Kissamis

Cell: 832-364-3165

Email: jkissamis@marsden.com

Caring for your workplace ®

We think and operate differently in the way we care for our client's workplaces. Serving in leadership roles for several industry associations, we learn early about the top issues and challenges effecting building environments and use that knowledge to better support our clients and care for their facilities.

About Marsden Services

Marsden was established in 1952 and today, we operate as a full-spectrum facility services provider. Every day, our associates support thousands of clients with quality-based, customer-focused solutions. We provide clients across the country with clean, safe, and healthy workplaces.

We are building a culture of excellence, consistency, and a passion for finding new ways to raise the bar in how we are caring for your workplace.



Founded in 1952 in St. Paul, MN by Skip Marsden



350M sq ft of commercial space serviced every day



Over 9,000 employees operating out of more than 55 office locations



5 service lines: Janitorial, Security, Mechanical, Emergency Services, and Facility Management

Marsden provides clients with a unique combination of national strength and local presence. Despite our size, our focus is on the local markets. Each local Marsden management team is invested in its community and local clients, providing personalized service. Our local teams leverage our resources as a large organization – including technology, equipment, supplies, subject matter experts, and financial support – to better serve their clients. Through our combined national and local operations, we provide our clients with the strength of a large corporation and the individualized care of a small business.

Our Core Values



WE ARE RELATIONSHIP BUILDERS
 Relationships drive everything we do, and we approach each relationship with empathy and integrity. We get to know and value the needs, motivations, goals, and priorities of everyone we work with, whether it's clients, associates, stakeholders, community partners, or vendors.

WE ARE CONSTANT ADVANCERS
 We strive for growth in every area of our business. We aim to operate profitably so that we can continue developing, expanding, and taking on new challenges. As we grow our business to better serve our clients, we encourage associates to grow in their careers and help them to develop professionally and personally.

WE ARE SOLUTION SEEKERS
 When we see a problem or a need, we find the solution. We're always searching for new ways to solve problems for our customers, our industry, and our community. This has led to expanding our service lines, implementing new technologies, deploying new products, and forming key partnerships.

WE ARE POSITIVE INFLUENCERS
 We are intentional about having a positive impact through our work. We create cleaner, safer, and healthier workplaces; we make our clients' jobs easier; we invest in an inclusive workplace and associate wellbeing; and we donate 10% of pre-tax profits to help support our community.

Industry Associations

Marsden is actively involved in several industry associations, including the Building Service Contractors Association International (BSCAI); Building Owners and Managers Association International (BOMA); International Facility Management Association (IFMA); and the Cleaning Coalition of America. Marsden also holds a national APPA membership. By serving in leadership roles for these industry associations, we learn early about the top issues and challenges facing building environments and have first access to new best practices, technologies, and solutions for our clients.

Marsden is one of the founding members of the Cleaning Coalition of America.



Marsden is one of the founding members of the Cleaning Coalition of America (CCA). The CCA was established in 2020 to represent commercial cleaning companies and their employees. The CCA advocates on behalf of commercial janitorial workers, who are members of the essential services workforce and who play a vital role in keeping communities safe and healthy through important cleaning and disinfecting services.



REFERENCES

Hear what others have to say about working with Marsden.

Reach out to the following current Marsden clients to learn more about how build relationships with our clients while we care for their workplaces.

City of Richmond

Contact Information	<i>Jim Whitehead</i>
	<i>Assistant Director of Public Works</i>
	<i>832-473-3675</i>
	<i>jwhitehead@richmondtx.gov</i>

5 buildings, totaling 40,000 square feet

Marsden has been providing janitorial services to the City of Richmond since 2019. We currently service 5 buildings, totaling 40,000 square feet. Our contract initial started with one building and has grown as the partnership has grown



REFERENCES

Hear what others have to say about working with Marsden.

Reach out to the following current Marsden clients to learn more about how build relationships with our clients while we care for their workplaces.

DOW Chemical-Freepport, TX

Contact Information	<i>Stephanie Martin</i>
	<i>Contract Administrator</i>
	<i>979-292-4302</i>
	<i>ssmartin@dow.com</i>

Marsden currently provides janitorial services to this plant in Freeport, TX with 55 employees. We have been providing these services for over 5 years. Safety inspections take place daily and our Operations team meets with the client on a weekly basis.



REFERENCES

Hear what others have to say about working with Marsden.

Reach out to the following current Marsden clients to learn more about how build relationships with our clients while we care for their workplaces.

BASF

<i>Contact Information</i>	<i>Omar Escobedo</i>
	<i>Contract Administrator</i>
	<i>979-824-9979</i>
	<i>moar.escobedo@basf.com</i>

Marsden currently provides janitorial services to this plant in Freeport, TX with 10 employees. We have been servicing this site for 1 year and provide the services Monday through Friday

Marsden takes a proactive approach to managing communications.

We believe that intentionally initiating communication establishes better partnerships as we improve our understanding of your priorities and develop the ability to anticipate your facility needs.

Comprehensive Communication

Our goal is to be transparent, collaborative, and responsive. A core part of Marsden's operating model is empowering our local leadership teams with the autonomy to provide the highest level of service. As part of this practice, we always provide our clients with the names and contact information of their local Marsden leadership. Our local team is available to answer questions, address concerns, respond to requests, and to respond to emergency needs.

We have multiple communication platforms in place and tailor our communications to our clients, their teams, and their needs.



Direct Contact

Clients are always given their account manager's contact information. Clients can also request scheduled calls.



Reports & Surveys

We can provide results from inspection reports and clients can send us surveys and reviews of our service performance.



Meetings

Meetings can be scheduled at regular intervals or upon request and can include various representatives from our team and the client's team.



Onsite Visit

We can meet with clients onsite during site inspections, site visits, client tours, or for other onsite events.



Client Portal

We can create a customized client portal that allows you to see inspection reports, service schedules, and real-time metrics.



Client Care Center

Our clients have 24/7/365 access to our Client Care Center for service requests, crisis situations, and questions.

Quality assurance is the foundation to all aspects of our service delivery.

Marsden's quality assurance program comprises three key aspects: a thorough and proactive program, innovative technologies, and industry-leading labor management techniques.

Marsden's Quality System

Marsden empowers our associates to provide consistent, reliable, and customer-focused services. We are constantly exploring ways to improve the condition and value of each client facility. We use predictive analytics to provide consistent quality services while we continue to focus on containing costs for our clients. Before working in an account, our leadership team discusses priorities with our clients and together we determine key performance indicators (KPIs).

Marsden's quality control program covers nine key pillars.



Timekeeping



Work Order Tracking



Customer Surveys



HR Access



Project Calendar



Reporting



Service Requests



Inspections



Health & Safety

Our web-based quality control platform enables us to establish and monitor the necessary metrics to be successful, which includes the following:

- Well-trained staff
- Disinfection and cleaning results
- Facility inspection performance scores
- Service deficiency resolution
- KPI compliance
- Training levels
- Safety program compliance
- Customer engagement
- Identifying opportunities for improvement
- Cost containment



Labor Management

Timekeeping & Notifications and Human Resources Access

Marsden uses the latest mobile technology to streamline our HR efforts and efficiently manage our labor force from the field. From a mobile device, Marsden supervisors can manage people and projects from any location.

Managers leverage mobile technology to:

- *Monitor associate departures and arrivals in real-time*
- *Identify absences and contact available replacement team members*
- *Communicate directly with team members*
- *Perform site inspections and create reports*
- *Ensure compliance with labor hours is delivered*
- *View and fill open posts*
- *Create, view, modify and share associates schedules*
- *Monitor job schedules*
- *Safety near-miss reporting*
- *View associates pay stubs and hourly rates*

By using technology to streamline our HR efforts, our clients benefit from scalability and an increased level of efficiency and accountability.



Technology and Service Delivery

Service Requests, Work Order Tracking, and Project Calendars

Marsden uses a mobile project management system to track all service activities, manage work orders and specific service requests, and streamline communication with clients. The platform creates agility to accommodate the changing needs of our clients.

Our work order service requests follow a simple five-step process that encompasses logging activities, providing progress communications, review and rapid escalation if necessary, and completion tracking and notification. Our procedures are monitored at the local and corporate levels, ensuring high levels of timely and quality follow-up.

Marsden's project management technology oversees a daily workload of periodic tasks occurring at various intervals. Leveraging their knowledge and experience, Marsden managers divide periodic tasks into reasonable and equal weekly workloads. Detailed weekly assignments ensure specific equipment and essential labor are available.

We can also use this technology to track and identify areas for corrective action, including re-training, adding new associates, reformatting a schedule, new management, and/or adding equipment. Whenever a service request was a complaint, upon completion, we validate that we met client expectations and ask for feedback to ensure that service is again up to our client's standards. The corrective action plans are implemented into the project program, tracked for compliance, and documented in the project scope of work (SOW).

Action items are first the responsibility of the account manager and are automatically escalated if they are not immediately reconciled at this level. Although we have a defined process for escalation, issues are almost always immediately resolved at the local level.





Quality Control Inspections and Reports

Inspections

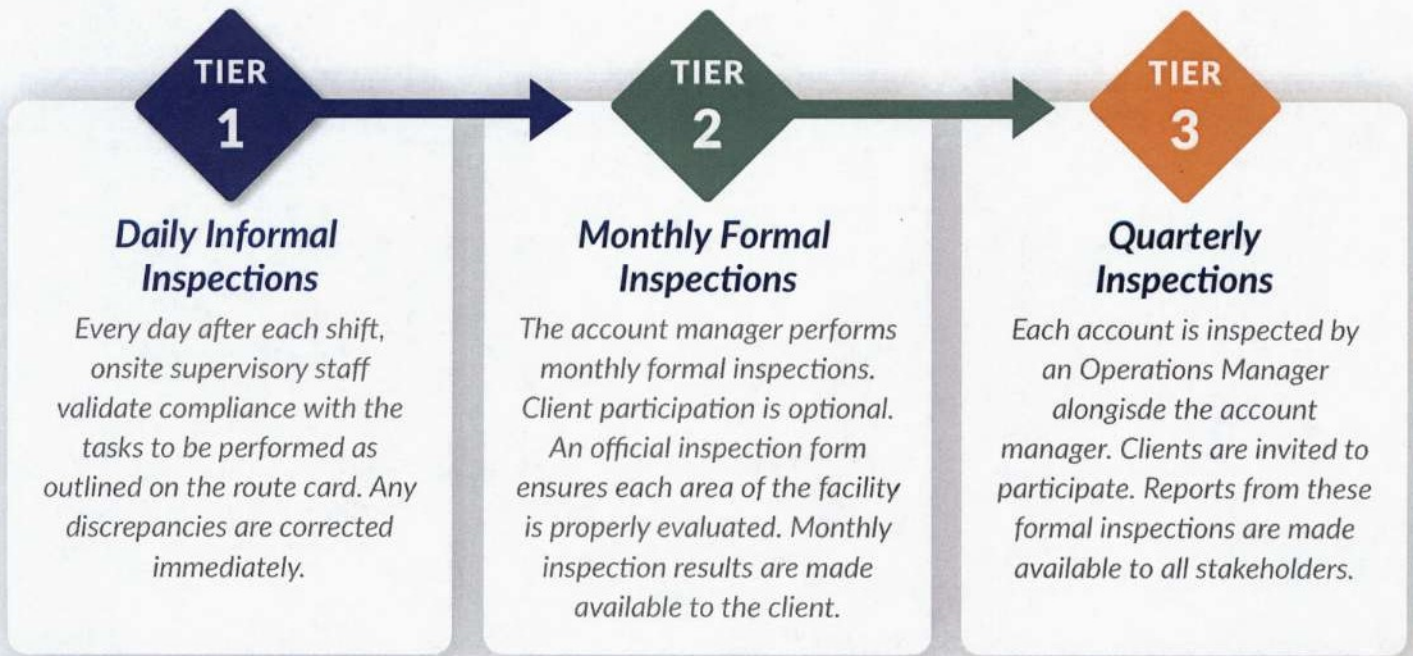
Marsden's web-based and mobile quality assurance tools allow us to track and manage inspections. Our quality inspection platform is accessible to our associates via phone or tablet in the field. Mobility enables our managers to spend more time in the field, directly supervising the work done by our associates at each account. The quality assurance tool provides site-specific checklists and inspection forms and mobile devices can take photos and embed them in the inspection report. Our account managers can measure inspection reports against established quality goals and instantly respond with corrective actions, if necessary.

We perform regular checkpoint inspections to review all aspects of Marsden's contract performance. Our client-established KPIs are given greater scoring weight, continually reinforcing our focus on the agreed-upon client priorities.

During an inspection, we are examining the following aspects of our service performance:

- Compliance with the SOW
- Service levels by area category
- Resolution of deficiencies
- Disinfection effectiveness
- Training effectiveness
- Equipment readiness
- Safety compliance
- 5S Compliance

Marsden has three tiers of inspection, ranging from daily inspections done by onsite managers to quarterly formal inspections.



Daily Informal Inspections

Every day after each shift, onsite supervisory staff validate compliance with the tasks to be performed as outlined on the route card. Any discrepancies are corrected immediately.



Monthly Formal Inspections

The account manager performs monthly formal inspections. Client participation is optional. An official inspection form ensures each area of the facility is properly evaluated. Monthly inspection results are made available to the client.



Quarterly Inspections

Each account is inspected by an Operations Manager alongside the account manager. Clients are invited to participate. Reports from these formal inspections are made available to all stakeholders.



Transparent Metrics and Open Communication

Reports and Customer Surveys

Every formal inspection report form is completed and logged in a centralized database. Our clients have access to all reporting. All client service requests are logged into our system and completion of that request is reported back to the client. Marsden can customize our reports to meet client KPI's and preferences.

At the beginning of the contract period, we ensure that each client's KPIs are well understood by our team. We are performing a constant "gap analysis," which compares actual performance scores to the desired performance scores, which may result in a gap. If a gap exists between the actual and the desired level of service, we will continue to implement changes to improve performance until we have closed the gap.

Client feedback is important to us. We can provide your stakeholders with a simple satisfaction survey on a quarterly basis. This survey helps us to measure our performance against client expectations. The surveys are customized to the KPIs of each specific program.



Site-Specific Safety Programs

Environmental Health & Safety

Our local management teams work with our clients to design and implement site-specific safety programs, tailoring training and stipulations to each environment. By doing so, we:

- Create an accident-free culture
- Ensure our employees go home as healthy as they arrived
- Avoid property damage and increase the safety of client facilities
- Provide safety assessments and near-miss reporting
- Ensure compliance with all Federal and State regulatory requirements
- Successful safety programs are an effective way to contain costs



TRAINING

Every Marsden team represents hundreds of hours of training and education.

We investigate the best products, equipment, methods and cleaning systems, using the latest research and best practices to develop our training and quality assurance programs.

New Associate Training

Every new Marsden associate goes through a multi-step training process. The result is a workforce that is knowledgeable, efficient, consistent, and highly skilled.

1 Step One: Classroom Training

The first portion of the training program takes place at one of our offices. Classroom training focuses on company policies and procedures, associate "Right to Know" information, safe use of all products and equipment, and environmentally conscious cleaning techniques. There are test questions after each section to ensure comprehension.

2 Step Two: Procedural Training

Associates receive one-on-one instruction during procedural training. During the hands-on training, a designated trainer works alongside the new associate. As they clean, the new associate is taught Teach Easy Cleaning Habits (TECH), Marsden's unique cleaning system.

3 Step Three: Technical Training

The final stage in our training program is for associates begin their onsite technical training, which includes standardized cleaning methods, site-specific training, equipment training, periodic work training, safety protocols, human resources policies, and customer service training.

TECH System and Training

Marsden's Teach Easy Cleaning Habits (TECH) program is a proprietary system designed to ensure reliable quality standards. TECH teaches new associates our standard cleaning system as well as the specific scope of work for the account where the associate will be working.

Why it matters



Consistency

TECH eliminates variables from one associate to the next, ensuring uniform performance.



Efficiency

TECH's best practice method for cleaning each area ensures time and energy are not wasted.



Ownership

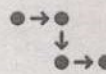
Associates understand their responsibilities and how their work contributes to the overall success of the team.

How it works



Tasks

TECH specifies everything that needs to be done and the order in which to perform each task.



Route

Associates are taught the most efficient path and cleaning method for each area.



Supplies

TECH incorporates the best equipment and chemicals to use for each application.

In addition to the initial training programs, all of our staff are expected to complete ongoing training and annual refresher training courses. Our labor management software system has a compliance component to track training. Our system monitors and records that team members have received the proper training and certifications for their positions. The system automatically informs management of upcoming training due dates and provides alerts for past due items.

Our goal is ZERO injuries.

Our national environmental health and safety leadership team monitors and introduces initiatives to ensure our associates receive the latest safety training to come to work careful, alert, prepared to provide clients with cleaner, safer and healthier workplaces.

Marsden's Safety360 Program

Marsden has a culture of safety, and every associate is passionate about providing our clients and our staff with a safe and healthy environment. Marsden associates make safety part of their lifestyle and integral to every task and operation they perform.

Marsden's Safety360 program is a behavior-based program supporting associate well-being. The Safety360 program is a comprehensive, proactive, and multidimensional initiative that our national and local safety leadership teams use to build a company-wide safety culture.

We focus on prevention-based activities to ensure Safety360's success. Safety360 includes the following vital fundamental elements:

- *Behavior-based program of risk exposure, hazard identification, incident prevention, and rewards*
- *Well established and communicated goals*
- *Mandatory Personal Protective Equipment requirements*
- *Daily pre-shift hazard identification and control conferences*
- *Continuous task-specific training*
- *Developing field safety leaders as crucial extensions of the Safety360 program*
- *Near-miss incident reporting and investigation*
- *Detailed incident investigation and root cause analysis*
- *Scheduled safety audits*

Hazard Control Methods

As a fundamental practice, we adhere to the hazard control methods established by the National Institute for Occupational Safety and Health (NIOSH):



Elimination

*Physically
remove the
hazard*



Substitution

*Replace the
hazard*



Engineering Controls

*Isolate people
from the
hazard*



Admin Controls

*Change the
way people
work*



PPE

*Protect
associates with
PPE*

Continuous Safety Training

Training is the key to creating and maintaining safety awareness throughout our company. Marsden's Safety360 program provides ongoing training for our associates, continuing throughout their careers. Associates receive safety awareness training upon hire, where they are required to review Marsden Services' Cardinal Rules of Safety, sign the Safety Pledge, and complete Employee Right-to-Know training.

Following this initial training, associates receive supplementary training on identifying and reporting workplace safety hazards before beginning work in their assigned accounts. For each account, we conduct a site-specific hazard analysis which leads to site-specific training protocols. Training is reinforced through daily safety briefings at the job site to provide ongoing protection for our associates and our clients.

Our managers are a key to our consistent focus on safety. Every Marsden manager completes advanced-level safety training modules. During training, new managers review the full safety spectrum, from the basics of safe practices to the audit protocols following any safety incident. Supported by Marsden's compliance tracking technology applications, managers – including our safety directors, coordinators, and supervisors – are responsible for their associate's ongoing training and compliance.

Strengthening our culture by recruiting, hiring, and retaining the best associates.

We hire with an eye on building a long-term team. Marsden seeks to not only hire the best staff, but to retain our associates and help them grow in their careers at our company.

Hiring Methods

Marsden has a unique approach to hiring. We combine recruiting, hiring, and onboarding practices that blend the speed and efficiency of technology and e-onboarding with the personal touch of face-to-face interactions. Our comprehensive hiring process guarantees our clients get qualified long-term associates, increased productivity, and the highest level of quality in the way we care for our client's workspaces.

Our intensive screening and hiring processes go well beyond industry standards because we know that finding the best associates to care for your workplace is what distinguishes Marsden from its competitors. Our hiring is done by our HR Talent Acquisition Specialists, who are experts in current employment laws, verifying authorization to work documents, running E-verify checks, performing background checks, and interviewing candidates.

Marsden's careful hiring process results in a quality workforce that is highly trained, trustworthy, and motivated.

1

Talent Acquisition

The Talent Acquisition Specialists create well-defined job descriptions. They advertise positions on online platforms, social media, community outreach, and a successful referral rewards program with our existing staff. We find the best applicants and review their qualifications.

2

Screening

We vet each applicant's eligibility, legal status, work history, and background. We also implement additional screening measures dependent upon specific job and client requirements, including drug and alcohol testing, driver's record checks, strength testing, and education verification.

3

Interviewing

Qualified applicants participate in personal, face-to-face interviews that cover general suitability, job experience, and work ethic. With a combination of standard questions and position-specific discovery, our experts can effectively determine if the candidate will succeed and remain with Marsden for the long term.

4

Hiring

Marsden seeks associates interested in long-term opportunities with our company. During the hiring process, we provide associates with the training they will need to be successful in their Marsden careers. During onboarding, employees get to know Marsden's culture and goals.

5

Retaining

We engage our associates and help them grow in their careers. We provide competitive wages and benefits; promotions, training, and opportunities; recognition and awards programs; and associate engagement and care programs.

Internal Promotions Strategy

Promoting from within is not just a best practice; it is a promise we make to our associates. Over 70% of our management personnel have been hired internally through promotions. We believe our associates stay committed when they see we are committed to helping them advance and reach their goals.

Marsden's internal promotions program, STEPS, clearly defines the requirements for advancement in the company. Marsden developed the STEPS program to provide our employees with an outline for career development. STEPS assigns each position a set of skills that must be mastered before moving to the next level. We provide training for associates who want to become qualified for a new position.



UNIFORMS & IDENTIFICATION

Our associates must maintain high professional standards in every aspect of work.

We require our associates to maintain uniform and appearance standards and accountability when providing care for our client's workplaces.

Professional Standards

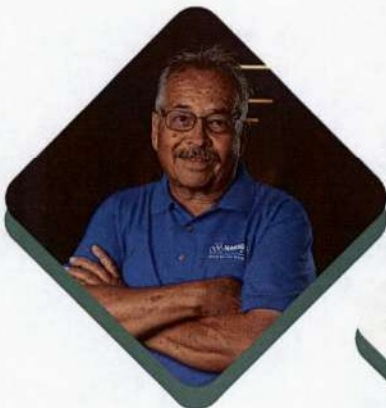
We offer high-quality uniforms to our associates free of charge. They are required to wear uniforms and photo identification cards whenever they are on the job. Our uniforms serve as identification and ensure our associates make a positive impression and provide a higher level of security for our clients. If an associate leaves our employment, we hold their last paycheck until they return their identification card.

We can customize our uniforms to meet specific client requests and correspond with associate job responsibilities.

Our uniforms typically cover four types:

- *Daytime associates*
- *Project specialists*
- *Nighttime associates*
- *Management*

Marsden's management processes continually monitor associate compliance with our uniform and appearance policies ensuring clean, well-groomed personal appearance on every client job site.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2026

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: PHONE (A/C, No, Ext): 763-746-8000		FAX (A/C, No):
	E-MAIL ADDRESS: MarsdenCertificates@marshmma.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Greenwich Insurance Company			22322
INSURER B: XL INSURANCE AMERICA, INC.			24554
INSURER C: Allied World National Assuranc			10690
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1034800772 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RGD943761813	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			RAD943762013	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03141095	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943538913 (AOS) RWR943539013 (DE WI)	1/1/2026 1/1/2026	1/1/2027 1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy (RWD943538913) includes Employers Liability coverage for the following Monopolistic States: Ohio, North Dakota, Washington and Wyoming

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Caring for Your Workplace

January 3, 2025

Attached is Form W-9 for Marsden South, L.L.C. (the contracting entity, the "Company"). Marsden South, L.L.C. is a single member LLC that is disregarded for federal income tax reporting purposes. As required under IRS regulations, Form W-9 references the name and taxpayer identification number ("TIN") of the disregarded entity's parent company (the taxpaying entity). The TIN listed on Form W-9 in the designated boxes in Part 1 (41-1895495) is for Encore One, LLC, the entity that is including and reporting the income of Marsden South, L.L.C. for federal income tax purposes. The Company's specific employer identification number ("EIN") (46-4325823) and may be used for all business purposes other than income tax reporting.

W-9 Department of Treasury Internal Revenue Services, Page 3, Line 1 - E
"Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity". See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported."

The address listed on Form W-9 is the Company's business address. Payments should be directed to the Company at the lockbox remit address shown below:

MARSDEN SOUTH, L.L.C.
BMO 19
PO BOX 1414
MINNEAPOLIS, MN 55480-1414

Corporate mail other than payments should be sent to the corporate headquarters' shared services address shown below:

MARSDEN SOUTH, L.L.C.
2124 UNIVERSITY AVE W
ST. PAUL, MN 55114

Sincerely,

MARSDEN SOUTH, L.L.C.

A handwritten signature in cursive script that reads "Paul Holovnia".

PAUL HOLOVANIA, VICE PRESIDENT, TAX

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>ENCORE ONE, L.L.C.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>MARSDEN SOUTH, L.L.C.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>12501 REED RD</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>SUGAR LAND, TX 77478</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	1	-	1	8	9	5	4	9	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Paul Williams</i>	Date 01/03/2025
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CLIENTPOINT DOWNLOAD RECEIPT

DOWNLOADED: 04-13-2026

CLIENTPOINT ID: 1257027



Proposal Cover Sheet
Due Date: Tuesday, April 14, 2026, by 2:00 p.m.

Marsden South, LLC
Name of Firm/Company

John Kissamis, Business Development Executive
Agent's Name (Please Print) Agent's Title

12501 Reed Road, Sugar Land, TX 77478-2837
Mailing Address City State Zip

713-377-2895 jkssamis@marsden.com
Telephone Number Email Address

Mark Dorenkott Mark Dorenkott, President Apr 13, 2026
Authorized Signature Date

Proposal Submission Checklist	
<input checked="" type="checkbox"/>	Proposal Cover Sheet
<input checked="" type="checkbox"/>	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
<input checked="" type="checkbox"/>	Bid Pricing Form
<input checked="" type="checkbox"/>	Day Porter Pricing
<input checked="" type="checkbox"/>	Bid Summary
<input checked="" type="checkbox"/>	Public Information Act Form
<input checked="" type="checkbox"/>	Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	Certificate of Interested Parties (1295 Form)

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Marsden South, LLC

Signature: *Mark Dorenkott* **Date:** Apr 13, 2026
Mark Dorenkott (Apr 13, 2026 12:57:21 EDT)

Print Name: Mark Dorenkott **Print Title:** President

- Senior Center & Train Depot are used by reservation, evenings and weekends.
- Refer to annual City recognized holiday schedule for non-emergency office closures.

The Contractor shall provide a **consistent cleaning schedule** and notify the City of any staffing or scheduling changes.

7. Bid Pricing Form

Bidders shall provide a **price for each facility or service listed below**. The total monthly and per visit price will be used for bid evaluation.

Item	Facility	Service Frequency	Monthly Price
1	City Hall	4 days/week	\$ 884.65
2	Public Service Facility	4 days/week	\$ 600.39
3	Library	6 days/week	\$ 1,338.22
4	Senior Citizen Center	6 days/week	\$ 974.03
5	Museum	2 days/week	\$ 306.53
6	CVB / Train Depot	4 days/week	\$ 191.23
7	National Oak Park Restroom	7 days/week	\$ 1055.14
8	Police Department	4 days/week	\$ 1,455.93
9	Alvin Animal Adoption Center	5 days/week	\$ 424.98
10	Public Service Facility #2	4 days/week	\$ 311.39
11	City Annex	4 days/week	\$ 649.03
12	Fire/EMS Station #1	4 days/week	\$ 884.75
13	Fire Station #2	1 day/week	\$ 152.09
14	Fire Station #3	1 day/week	\$ 110.00
15	Recreation Center	7 days/week	\$ 1,055.03

Item	Facility	Service Frequency	Per Visit Price
16	Bob Briscoe Park Restroom	Upon Request	\$ 50.00
17	Lions Park Restroom	Upon Request	\$ 50.00
18	Pearson Park Westend Restroom	Upon Request	\$ 50.00
19	Pearson Park Eastend Restroom	Upon Request	\$ 50.00
20	Morgan Park Restroom	Upon Request	\$ 50.00
21	Bob Owen Pool Restroom	Upon Request	\$ 50.00
22	Alvin Girl Scout House	Upon Request	\$ 50.00

Section 2D. Additional Services (Add Alternatives)

Service Per Request	Per Sq. Foot Price
Carpet Cleaning/Shampoo	\$ 0.25
Exterior Window Cleaning	\$ 1.00
Refinish Color Concrete Flooring	\$ 0.28
Refinish Performance Oriented Hard Wood Flooring	\$ N/A

8. Day Porter Pricing

Bidders shall provide pricing for Day Porter services as defined in Sections 4 and 5.

Item	Facility	Schedule	Monthly Price
15	Recreation Center	Mon -Friday, 6 hrs/day	\$ <u>3,361.50</u>

Items	Facility	Schedule	Hourly Price
7, 16-20	Park Restrooms	Per Request (4 hr minimum)	\$ <u>20.00</u>

THIS SPACE
INTENTIONALLY
LEFT BLANK

BID SUMMARY SHEET
BID # B-26-03

Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Contract Cost
\$10,393.39	\$3,361.50	\$13,754.89	\$165,058.68

No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in the bid summary. Any variations from the detailed specifications must be noted. The City of Alvin reserves the right to increase or decrease the estimated quantities. The City reserves the right to award this contract to the lowest or best bidder of each item or the entire bid to one lowest or best bidder, whichever is in the best interest of the City.

Special Note: Altered bids will not be accepted.

Company Name: Marsden South, LLC

Address: 12501 Reed Road

City / State / Zip: Sugar Land, TX 77478-2837

Authorized Representative: Mark Dorenkott

Title: President

Phone: 407-450-1703 Email: mdorenkott@marsden.com

Signature: *Mark Dorenkott*
Mark Dorenkott (Apr 13, 2026 12:57:21 EDT)

Date: Apr 13, 2026

Mail / deliver bid to: City of Alvin
Attn: City Secretary
(B-26-03 Janitorial Services Contract)
216 West Sealy
Alvin, Texas 77511

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Marsden South, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Mark Dorenkott, President

Name of signatory

Mark Dorenkott
Mark Dorenkott (Apr 13, 2026 12:57:21 EDT)

Signature

Apr 13, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1445207

Date Filed:
 04/08/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Marsden South, LLC
 Sugar Land, TX United States

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

City of Alvin

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

Bid #B-26-03
 Janitorial Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Marsden Services, LLC	St Paul, MN United States		X
City of Alvin	Alvin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark Dorenkott, and my date of birth is 06/16/1970.

My address is 12501 Reed Road, Sugar Land, TX, 77478, USA.
(city) (state) (zip code) (country)

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

Executed in Seminole County County, State of Florida, on the 9th day of April, 2026.
(month) (year)

Mark Dorenkott

Mark Dorenkott (Apr 13, 2026 12:57:21 EDT)
 Signature of authorized agent of contracting business entity
 (Declarant)

<i>B-26-03 Janitorial; Bid Tabulation</i>	Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Contract Cost
Bidder Name				
United Service Associates, LLC	\$21,304.00	\$2,776.00	\$24,080.00	\$288,960.00
Kleen Tech	\$18,745.14	\$2,589.41	\$21,334.55	\$256,014.61
NVS Corporate Services Inc	\$23,743.03	\$4,156.80	\$27,899.83	\$334,797.96
LGC Global	\$26,245.00	\$3,640.00	\$29,885.00	\$358,620.00
SBS Maintenance & Cleaning LLC	\$56,916.32	\$1,890.00	NA	\$705,675.84
American Janitorial	\$18,001.00	\$1,490.00 \$15/HR Per Time at Park Restrooms	\$19,491.00	\$233,892.00
Ourso Enterprises	\$35,876.00	\$4,254.13	\$40,130.13	\$481,561.56
Ambassador Services	\$17,588.23	\$2,531.69	\$20,119.92	\$241,439.04
Metroclean	\$22,605.00	\$2,803.13	\$25,408.13	\$304,897.50
Marsden South	\$10,393.39	\$3,361.50	\$13,754.89	\$165,058.68
Aquamen Cleaning LLC	\$29,300.00	\$3,600.00	\$32,900.00	\$394,800.00

JANITORIAL SERVICES CONTRACT

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

THAT THIS JANITORIAL SERVICES CONTRACT (the “Janitorial Services Contract”) is made on this the **7th day of May 2026**, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **Marsden South, LLC**. (The “Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids from janitorial services to provide janitorial services to the City of Alvin; and

WHEREAS, bids were received on or about April 14, 2026, and were extensively evaluated by the City staff; and

WHEREAS, through such evaluation it was determined that **Marsden South, LLC** presented the best value proposal; and

WHEREAS, the City desires to enter into a janitorial services contract with **Marsden South, LLC** according to the terms stated in the Contract;

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

I.
SCOPE OF SERVICES

 Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the “RFP”), copies of which are attached hereto as Exhibit “A” respectively and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or

inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) this Janitorial Services Contract document;
- (2) the RFP;
- (3) the Bid.

Contractors are responsible for inspecting each city facility prior to submitting bids. The square footage measurements of each facility given are approximate.

II.

SECONDARY VENDOR

2.01 Contingency Services Provision.

In the event the awarded Contractor (hereinafter “Primary Vendor”) is unable, unwilling, or fails to perform the services required under this Agreement in a timely, adequate, or satisfactory manner, as determined by the City in its sole discretion, the City reserves the right to procure such services from an alternate or secondary vendor.

Such circumstances may include, but are not limited to, default, termination for cause or convenience, insolvency, inability to meet performance standards, failure to maintain required insurance or licensing, or any other condition that renders the Primary Vendor non-responsive or non-responsible.

The City may, at its discretion, engage a Secondary Vendor identified through the original solicitation process or any other procurement method authorized by law. The use of a Secondary Vendor shall not relieve the Primary Vendor of any liability for damages, costs, or delays incurred by the City as a result of the Primary Vendor’s nonperformance.

The City shall not be liable for any costs associated with the transition to a Secondary Vendor. Any additional costs incurred by the City to secure substitute services may be charged to the Primary Vendor to the extent permitted by law. This provision is intended to ensure continuity of services and shall not be construed as limiting any other rights or remedies available to the City under this Agreement or applicable law

III.

COMPENSATION

3.01 – Payments.

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of \$ 165,058.68. “Additional Services” as outlined in the Work Specifications will be at an additional cost, not included in the total amount, on a per request – per services performed basis. Contractor will bill the City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment shall be made by the City as described by Chapter 2251 of the Texas Government Code (known as the Texas Prompt Payment Act), that being thirty (30) days from City’s receipt of Contractor’s invoice.

IV.

NOTICE

Contractor shall notify the City of any changes of address, phone number, or email within five (5) days.

V.

TERM

5.01 – Term.

Subject to the provisions of this Janitorial Services Contract, the term of this Agreement shall commence on October 1, 2026, and shall end on September 30, 2027, unless terminated earlier in accordance with the provisions hereof. This Contract may be renewed up to three (3) additional, one (1) year terms, for a total of four consecutive (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body. The City of Alvin may cancel this contract without cause upon thirty (30) days’ written notice prior to date of termination.

IN WITNESS WHEREOF, the parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of this **7th day of May 2026**.

MARSDEN SOUTH LLC:

CITY OF ALVIN, TEXAS

By: _____
Name:
Title:

By: _____
Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts
City Secretary



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Air Texas Mechanical for HVAC preventative maintenance services for fiscal year 2027, utilizing The Interlocal Purchasing System (TIPS), in an amount not to exceed \$104,843.00 for FY2027; and authorize the City Manager to execute the contract and all related documents.

Type of Item: Discussion & Direction

Summary: Preventative maintenance is essential to maintaining the reliability, efficiency, and longevity of HVAC systems across City facilities. Routine service reduces the risk of unexpected failures, extends equipment life, improves energy performance, and minimizes costly emergency repairs and operational disruptions. The City of Alvin has maintained a preventative maintenance service contract for HVAC equipment for over fourteen (14) years, during which time services have been provided by two different contractors to ensure continued performance and value. Our current contractor, Southland, has provided preventative maintenance service for the last four (4) years, with the current year service cost being \$113,256. Based on current evaluation, Texas Air Mechanical is recommended to provide ongoing preventative maintenance services.

Texas Air Mechanical is an approved vendor on the TIPS cooperative purchasing network and provides a comprehensive range of HVAC services, including preventative maintenance, installation and repair of mechanical systems, along with servicing, monitoring and installation of building automation systems. They utilize factory-trained technicians for all major manufacturers and have provided HVAC repair services for several Alvin city facilities and currently provide building automation system monitoring and support for the Recreation Center.

Buildings included in the HVAC preventative maintenance service contract:

- * Alvin City Annex
 - * Animal Adoption Center
 - * City Hall (Preventative Maintenance will be removed when the building is taken out of service)
 - * Fire/EMS Station #1
 - * Fire Station #2
 - * Fire Station #3
 - * Library
 - * Museum
 - * Police Station
 - * PSF #1
 - * PSF #2
 - * Recreation Center
 - * Senior Center
-

- * Train Depot
- * Waste Water Treatment Plant

HVAC equipment repair and replacement services provided by Air Texas Mechanical are utilized on an "as needed" basis with all costs pre-priced with "not to exceed" pricing already established by the TIPS cooperative purchasing network.

Advantages of using TIPS 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 TIPS which audits the accuracy of all job order contract proposals

Staff recommends awarding the HVAC Preventative Maintenance contract to Air Texas Mechanical.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 616-8003-00-3260 **Amount:** \$104,843.00 **1295 Form Required?** Yes No
Legal Review Required: N/A Required **Date Completed:** _____
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. City of Alvin Scheduled Maintenance Agreement

Recommendation: Move to approve an agreement with Air Texas Mechanical for HVAC preventative maintenance services for fiscal year 2027, utilizing The Interlocal Purchasing System (TIPS), in an amount not to exceed \$104,843.00 for FY2027; and authorize the City Manager to execute the contract and all related documents.

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

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

Air Texas Mechanical

City of Alvin



Mechanical Investment Service Proposal

Date:

4/3/2026

Proposal Number:

P00830

TIPS #25010501

Prepared for:

City of Alvin-
302 West House St
Alvin, TX 77511

Prepared by:

Wade Jones

2819870665

wjones@airtexasmechanical.com

Table of Contents

Executive Summary

Introduction

Services Provided

Maintenance Agreement

Equipment Schedule

Air Filter Schedule

Preface- Executive Summary

302 West House St
Alvin, TX 77511

Dan Kelinke;

Thank you for taking the time to meet with Air Texas Mechanical and giving us the opportunity to provide this proposal for mechanical systems services.

Air Texas Mechanical, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's HVAC (environmental) condition. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your facility HVAC systems.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,
Air Texas Mechanical

Wade Jones

Commercial Services

Introduction

Service Makes Sense

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Air Texas Mechanical's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Air Texas Mechanical is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.

PROGRAM ADMINISTRATION

This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.



Our Service

- Program development
- Professional management and supervision
- Skilled administration and dispatching
- Monitoring program achievement and performance
- Ongoing recommendations and maintenance upgrades

Your Benefits

- Reduced administrative involvement means lower operating costs.
- Receiving regular maintenance reports assures you that your building's system is being properly maintained.

MAINTENANCE TASKING SYSTEM

Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.



Our Service

- Maintenance tasks based on your operating objectives
- Maintenance tasks based on your equipment needs and operating conditions
- Service frequency and timing by building requirements, type of equipment, and equipment run time
- Exactly the right maintenance, by the right service technician, at the right time

Your Benefits

- Service that meets your business objectives
- Reduces operating costs by optimum labor utilization
- Comprehensive plan for preventive maintenance minimizes breakdown costs and downtime
- Record of preformed proactive and reactive maintenance facilitates monitoring of the program to assure maximum asset utilization
- Reduced administration costs

CUSTOMER SERVICE REVIEW (C.S.R.) PROGRAM

The (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.



Our Service

- Professional Service Technicians
- Ongoing program administration and monitoring of results
- Verbal and face to face assessments and feedback
- Program adjustments based upon changing business objectives

Your Benefits

- Fast response to a changing business climate
- Open lines of communication
- Continuous improvement programs
- Peace of mind

PROFESSIONAL PREVENTIVE MAINTENANCE

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.



Our Service

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

Your Benefits

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind

MAINTENANCE SUPPLIES

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



Our Service

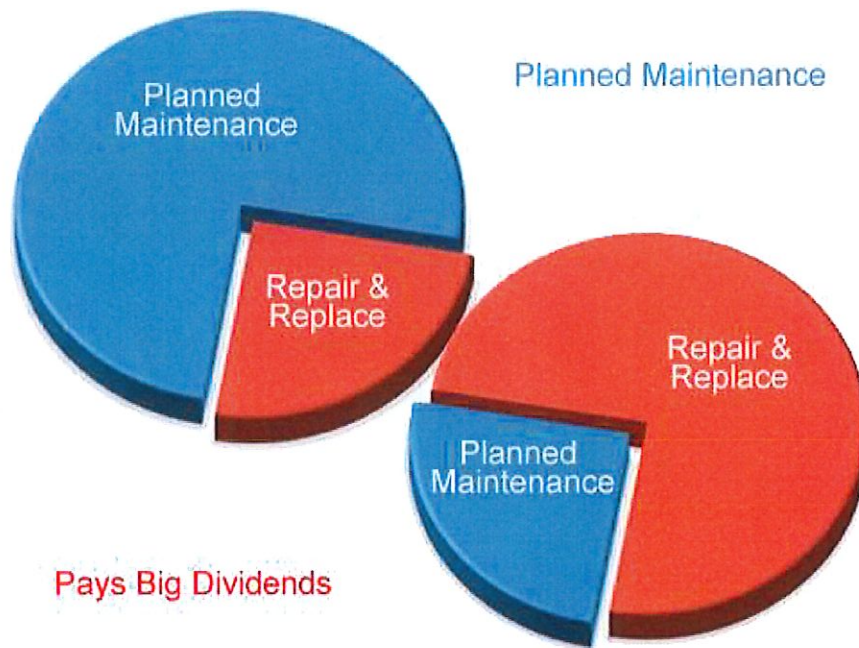
- Wire nuts, screws, connectors
- Oils and lubricants
- Towels, rags and maintenance absorbents
- Chemicals, etc.
- Cleaning supplies
- Consumables

Your Benefits

- No additional charges
- Eliminates inventory costs
- Properly cleaned equipment helps extend equipment life and prevent breakdowns
- Reduces administrative time and cost

MAINTENANCE

Air Texas Mechanical's preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing a Maintenance Program you can ensure your system operates at optimal efficiency.



With Air Texas Mechanical you can expect:

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented

Your Benefits

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time

Tasking

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed. Below are examples of some of the tasking that may or may not be provided.

Split System Condenser Air (1 annual 3 operational)

- Check control devices-clean, lubricate & adjust as necessary
- Check fan belt tension-adjust and replace per contract
- Check variable frequency drives - proper operation, adjust if necessary
- Check control box-clean - clean debris and tighten connections
- Check all starters/ contactors for wear
- Check fan blades & housing - clean and check integrity
- Check refrigerant system pressures - within manufacturer's specifications
- Check open drive alignment, wear, seating - if applicable
- Check bearings - lubricate if applicable and accessible
- Check heat exchange surfaces-clean if accessible
- Check air cooled condenser surfaces - free of damage & leaks
- Check low ambient control sequence of operation - adjust if applicable
- Check oil level is within manufacturer's specifications

Split System AHU (1 annual 3 operational)

- Check filters and replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan blades and housing for integrity-clean as necessary
- Check heat exchange surfaces for buildup/fouling-clean as necessary
- Check integrity of all panels and tighten fasteners
- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Inspect for moisture carryover from drain pan
- Check condensate pump for proper operation-if applicable

Boilers Gas-Fired Hot Water

(1) Annual Inspection

- Shut down unit and perform safe LOTO

Agreement

- Check and verify burner operation
- Check and verify burner control system
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify gas safety switch
- Check and verify gas valve/operation
- Check and verify draft fan
- Perform combustion analysis test/list on work order
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify shut off valves where applicable
- Check and verify temperature controls where applicable
- Check and verify safety switches where applicable
- Check and verify pressure controls where applicable
- Blow down feeder cutoff control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Disassemble low water cutoff and clean, where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify mercury bulbs
- Check and verify wiring
- Clean burner assembly, per contract where applicable
- Clean make up water components
- Clean hi water components
- Inspect refractory where applicable
- Blow down boiler
- Blow down gauge glass
- Clean external surfaces
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

(1) Operational Inspection

- Check operation of boiler
- Check all operating parameters
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify draft fan
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify temperature controls where applicable
- Blow down feeder cut off control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections

Agreement

- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Blow down boiler
- Blow down gauge glass
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Ductless Split System

(1) Annual Inspection

- Check filters if applicable-clean or replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check temperature drop-check refrigerant charge if necessary
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan blades and housing for integrity-clean as necessary
- Check heat exchange surfaces for buildup/fouling-clean as necessary
- Check integrity of all panels and tighten fasteners
- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Inspect for moisture carryover from drain pan
- Check damper if applicable-adjust/lubricate as necessary
- Check condensate pump for proper operation-if applicable
- Check refrigerant pressures/ levels
- Check compressor oil levels if applicable
- Check for visible refrigerant/ oil leaks
- Check condenser fan motors operation
- Check condenser coils for any leaks, clean per contract if applicable
- Check general condition of unit

(3) Operating Inspection

- Check filters if applicable-clean or replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check p-trap drain-clean as necessary
- Check evaporator coils
- Check fan blades and housing for integrity
- Check heat exchange surfaces for buildup/fouling

Agreement

- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Check condensate pump for proper operation-if applicable
- Check for visible refrigerant/ oil leaks
- Check condenser coil
- Check general condition of unit

Packaged DX with Electric Heat

(1) Annual Cooling Inspection

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and verify all belts, replace per contract, where applicable
- Check and verify fan wheels
- Check and verify fan scrolls
- Check and verify fan sheave wear
- Check and verify fan sheave alignment
- Check and verify fan-bearing alignment
- Check and verify fan-bearing supports
- Check and verify motor supports
- Check and verify motor hold-down bolts
- Check and verify damper operations, where applicable
- Check and verify damper linkages, where applicable
- Check and verify damper motor operation, where applicable
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify condenser coil condition, clean per contract
- Check and verify evaporator coil condition, clean per contract
- Check and verify air filters, replace per contract
- Check and verify and clean outside air intake screens
- Check and verify cap tubes/piping for chafing
- Check and verify starters and contact surfaces
- Check and verify and tighten all electrical connections
- Check and verify all safety controls
- Check and verify crankcase heaters
- Check and verify for oil/refrigerant leaks
- Check and verify moisture indicators
- Check and verify oil level, where applicable
- Check and verify oil contamination, where applicable
- Check and verify volts/amps of compressors
- Check and verify volts/amps of condenser fan motors, where applicable
- Check and verify operating temperatures
- Check and verify superheat and sub-cool
- Check and verify refrigerant charge
- Check and verify hot gas by-pass controls, where applicable

Agreement

- Check and verify head pressure controls
- Check and verify unloader operation, where applicable
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

(1) Annual Heating Inspection

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and tighten all electrical connections
- Check and verify starters and contact surfaces
- Check and verify all belts, where applicable
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify condenser coil condition
- Check and verify evaporator coil condition
- Check and verify all safety controls
- Check and verify with customer prior to energizing heat strip
- Check and verify all heat strips
- Check and verify volts/amps on all heat strips
- Check and verify operating temperatures
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

(3) Operational Inspection

- Check and verify all operating parameters
- Check and verify all electrical connections for burnt wires
- Lube motors/bearings, where applicable
- Check and verify condenser coil
- Check and verify evaporator coil
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify all belts where applicable
- Check and verify all fans
- Check and verify and clean condensate pans
- Check and verify and clean condensate drain
- Check and verify and clean condensate pumps, where applicable
- Check and verify for oil/refrigerant leaks
- Check and verify oil level, where applicable

Agreement

- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

Split Ductless Condenser (1 annual – 3 operational)

- Check control devices-clean, lubricate & adjust as necessary
- Check fan belt tension-adjust and replace per contract
- Check variable frequency drives - proper operation, adjust if necessary
- Check control box-clean - clean debris and tighten connections
- Check all starters/ contactors for wear
- Check fan blades & housing - clean and check integrity
- Check refrigerant system pressures - within manufacturer's specifications
- Check open drive alignment, wear, seating - if applicable
- Check bearings - lubricate if applicable and accessible
- Check heat exchange surfaces-clean if accessible
- Check air cooled condenser surfaces - free of damage & leaks
- Check low ambient control sequence of operation - adjust if applicable
- Check oil level is within manufacturer's specifications

Split Ductless AHU (1 annual – 3 operational)

- Check filters and replace per contract
- Check control system devices for proper operation
- Check belts if applicable-adjust and replace per contract
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan blades and housing for integrity-clean as necessary
- Check heat exchange surfaces for buildup/fouling-clean as necessary
- Check integrity of all panels and tighten fasteners
- Assess field serviceable bearings-lubricate as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Inspect for moisture carryover from drain pan
- Check condensate pump for proper operation-if applicable

Split System VRF/VRV Condensing Unit

(1) Annual Inspection

- Check control operation of condensing unit
- Check for refrigerant leaks
- Check refrigerant system pressures - within manufacturer's specifications

Agreement

- Check condenser fan operation
- Check variable frequency drives - proper operation, adjust if necessary
- Check control box-clean - clean debris and tighten connections
- Check all electrical connections
- Check fan blades & housing - clean and check integrity
- Check condenser coil/ clean as per contract
- Check low ambient control sequence of operation - adjust if applicable
- Check general condition of unit

(3) Operating Inspection

- Check compressor operation if applicable
- Check condenser fan motors operation
- Check for visible refrigerant/ oil leaks
- Check all electrical connections
- Check overall condition of unit

Split System VRF/VRV Indoor Unit

(1) Annual Inspection

- Check filters and replace per contract
- Check control system devices for proper operation
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan and blades and housing for proper operation/ clean as per contract
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Inspect for moisture carryover from drain pan
- Check condensate pump for proper operation-if applicable
- Check overall condition of unit

(3) Operating Inspection

- Check evaporator fan motors operation
- Check for visible refrigerant/ oil leaks
- Check filters/ replace per contract
- Check overall condition of unit

General Purpose Fan (annually)

- Check fan bearings and lubricate
- Check motor bearings and lubricate
- Check belts for wear; adjust tension or alignment and replace per contract
- Inspect/tighten motor mounts
- Check fan rotation
- Check fan for vibration or excessive noise
- Check and tighten electrical connections
- Check fan blades for cracks or excessive wear
- Check VFD - If applicable
- Check controls and system devices for proper operation
- Check exposed ductwork and all panels for integrity
- Check integrity of flexible connections
- Check control box for dirt/debris-clean as necessary

Special Use Fan (annually)

- Check fan bearings and lubricate
- Check motor bearings and lubricate
- Check belts for wear; adjust tension or alignment and replace per contract
- Inspect/tighten motor mounts
- Check fan rotation
- Check fan for vibration or excessive noise
- Check and tighten electrical connections
- Check fan blades for cracks or excessive wear
- Check VFD - If applicable
- Check controls and system devices for proper operation
- Check exposed ductwork and all panels for integrity
- Check integrity of flexible connections
- Check control box for dirt/debris-clean as necessary

Chillers Scroll Air Cooled

(1) Annual Inspection

- Record and report abnormal conditions, measurements taken, etc
- Review customer logs with the customer for operational problems and trends
- Inspect for leaks and report leak check result
- Check the condenser fans for clearances and free operation
- Check tightness of condenser fan motor mounting brackets
- Check the set screws on the fan shafts
- Visually inspect the condenser coil for cleanliness
- Verify the performance of the fan control inverter VFD, if applicable
- Grease bearings as required
- Inspect the control panel for cleanliness
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Verify the working condition of all indicator/alarm lights and LED/LCD displays

Agreement

- Verify the operation of the oil heaters.
- Clean the starter cabinet and starter components
- Check the condition of the contacts for wear and pitting
- Check contactors for free and smooth operation
- Verify tightness of the motor terminal connections
- Meg the motor and record readings
- Verify the operation of the electrical interlocks
- Measure voltage and record
- Record all operating parameters
- Clean air-cooled condenser per contract

(3) Operational Inspection

- Check the general operation of the unit
- Log the operating temperatures, pressures, voltages, and amperages
- Check the operation of the control circuit
- Check the operation of the lubrication system
- Check the operation of the motor and starter
- Analyze the recorded data. Compare the data to the original design conditions
- Review operating procedures with operating personnel
- Record all operating parameters

AHU Water Cooled Heat/Cool

(1) Annual Inspection

- Shut down unit and perform safe LOTO
- Check and tighten all electrical connections
- Check condition of control contacts for wear, pitting and erosion
- Check all operating/ safety controls
- Check and clean condensate drain pan and lines
- Check condensate pump if applicable
- Check hot water coil/ clean surface per contract where applicable
- Check chilled water coil/ clean surface per contract where applicable
- Check Valves/ Actuators where applicable
- Check Steam Traps/ Strainers where applicable
- Check dampers/ linkages
- Check damper actuators
- Check economizer operation
- Check filters and replace per contract
- Check belts and replace per contract
- Check blower wheels/ clean surface
- Check sheaves wear/ alignment
- Check and lubricate vanes, linkages, bearings, etc.
- Check and verify volts/ amps of blower motor
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

(3) Operational Inspection

- Check blower motors operation
- Check filters and replace per contract
- Check belts
- Check and lubricate vanes, linkages, bearings, etc.
- Check and clean condensate drain pan and lines
- Check and clean condensate pumps where applicable
- Check and clean outside air intakes
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Chilled Water Pump

(1) Annual Inspection

- Check volts/ amps motor
- Check/ tighten all electrical connections
- Check all starters/ contactors for wear where applicable
- Check all operating/ safety controls
- Check/ lubricate motor bearings per manufacturers recommendation
- Check/ lubricate pump bearings per manufacturers recommendation
- Check pump/motor alignment
- Check coupling
- Check mechanical seals/packing
- Check strainers, pull and clean per contract
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

(1) Operating Inspection

- Check volts/amps motor
- Check electrical connections
- Check starter operation
- Check/ lubricate motor bearings
- Check/ lubricate pump bearings
- Check coupling
- Check mechanical seals/packing
- Check hand valves

Agreement

- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

PTAC (Package Terminal Air Conditioner) (Quarterly)

- Check filters if applicable-clean or replace per contract
- Check control system devices for proper operation
- Check for proper fluid flow & for damage or evidence of leaks
- Check temperature drop-check refrigerant charge if necessary
- Check fan blades and housing for cleanliness and integrity
- Check all panels for integrity-tighten fasteners
- Check drain pan, line and coil for biological growth
- Visually check evaporator fins for damage
- Inspect for moisture carryover beyond drain pan
- Inspect air cooled condenser coil fins
- Visually inspect areas of moisture accumulation for biological growth
- Assess field serviceable bearings-lubricate if necessary

Supplement

EXCLUSIONS:

- **This excludes lift rentals**

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company
 Air Texas Mechanical
 1724 Townhurst Drive
 Houston, TX 77043

Proposal Date: 4/3/2026
 Proposal Number: P00830
 Agreement Number:

Ph: 2819870665 Fax:

Bill To Identity	Agreement Location
City of Alvin- 3201 Hwy 35 Alvin, TX 77511	City of Alvin- 3201 Hwy 35 Alvin, TX 77511
Attn: Dan Kelinske	Attn: Dan Kelinske

Air Texas Mechanical will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Planned Maintenance **SCHEDULES:** *Equipment Schedule *Air Filter Service

Agreement coverage will commence on 10/1/2026.

The Agreement price is \$104,843.00 per year, payable in advanced installments of \$26,210.75 per Quarter beginning on the effective date of 10/1/2026 through 9/30/2027.

Animal Adoption Center....	Annual Price \$5,444.00 payable in advanced installment of \$1,361.00 per Quarter
City Hall.....	Annual Price \$12,148.00 payable in advanced installment of \$3,037.00 per Quarter
ACVB/Train Depot.....	Annual Price \$2,396.00 payable in advanced installment of \$599.00 per Quarter
Fire/Ems Station 1.....	Annual Price \$15,207.00 payable in advanced installment of \$3,801.75 per Quarter
Fire Station 2.....	Annual Price \$1,788.00 payable in advanced installment of \$447.00 per Quarter
Fire Station 3.....	Annual Price \$3,352.00 payable in advanced installment of \$838.00 per Quarter
Library.....	Annual Price \$6,328.00 payable in advanced installment of \$1,582.00 per Quarter
Museum.....	Annual Price \$2,768.00 payable in advanced installment of \$692.00 per Quarter
Police Station.....	Annual Price \$10,920.00 payable in advanced installment of \$2,730.00 per Quarter
PSF 1.....	Annual Price \$7,440.00 payable in advanced installment of \$1,860.00 per Quarter
PSF 2.....	Annual Price \$1,228.00 payable in advanced installment of \$307.00 per Quarter
Waste Water Treatment.....	Annual Price \$9,444.00 payable in advanced installment of \$2,361.00 per Quarter
Recreational Center.....	Annual Price \$14,268.00 payable in advanced installment of \$3,567.00 per Quarter
Senior Center.....	Annual Price \$7,796.00 payable in advanced installment of \$1,949.00 per Quarter
Annex Building.....	Annual Price \$4,316.00 payable in advanced installment of \$1,079.00 per Quarter

This Agreement is the property of Air Texas Mechanical and is provided for Customer's use only. Air Texas Mechanical guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Christopher Munz

Signature Sales Consultant

Christopher Munz

Accepted for Company by: Signature

Sales Exec

Name & Title

05.04.26 201.541.3460

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date

Planned Maintenance Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

Planned Maintenance Terms and Conditions

1. Customer shall permit Service Provider (or "Air Texas Mechanical, Inc. or "ATM") free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Furthermore, In the event the customer becomes thirty (30) or more days delinquent, Customer shall owe to ATM an additional fee of fifteen percent (15%) per annum on any such past due amounts.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work forming the basis of the legal action.
12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. Please note that ATM is not an expert regarding mold or mildew or the creation, spread or treatment of mold or mildew. If you would like assistance from such an expert, we will try our best to put you in touch with such an expert. ATM SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND/OR EXPENSES RELATED TO MOLD OR MILDEW OR THE CREATION OR SPREAD OF MOLD OR MILDEW AT CUSTOMER'S LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY OR REMOVE SUCH MOLD OR MILDEW WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ATM, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF FEDERAL, STATE, LOCAL LAWS, STATUTES, AND REGULATIONS, AND INCLUDING BUT NOT LIMITED TO LIABILITY FOR BODILY INJURY, INCLUDING ANY AND ALL PERSONAL INJURIES, SICKNESSES, AND DEATHS, AND/OR PROPERTY DAMAGES.
14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.
16. Service Provider's obligation under this agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Service Provider's sole obligation will be to notify the Customer of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

17. ATM will provide a 90 day warranty on the labor provided. Except for this 90 day warranty on labor and except for any warranties available from any manufacturers which may be in effect, ATM HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.
19. CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD ATM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS LOSSES, LIABILITIES, EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO ALL REASONABLE LEGAL COSTS, EXPENSES, AND ATTORNEYS FEES) INCIDENT TO OR RESULTING FROM CLAIMS, DEMANDS, OR CAUSES OF ACTION BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY, WHICH CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISE OUT OF, ARE INCIDENT TO, OR RESULTING FROM PERFORMING (AND/OR FAILING TO PERFORM) THE DUTIES AND/OR FUNCTIONS OF THIS AGREEMENT WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ATM, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF FEDERAL, STATE, LOCAL LAWS, STATUTES, AND REGULATIONS, AND INCLUDING BUT NOT LIMITED TO LIABILITY FOR BODILY INJURY, INCLUDING ANY AND ALL PERSONAL INJURIES, SICKNESSES, AND DEATHS, AND/OR PROPERTY DAMAGES .
20. IN ADDITION TO AND WITHOUT LIMITING THE FORGOING, IN THE EVENT THAT ATM IS DETERMINED TO BE LIABLE FOR ANY AMOUNTS RESULTING FROM THE WORK PERFORMED (OR FAILED TO PERFORM) FOR CUSTOMER, ATM'S LIABILITY SHALL BE LIMITED ONLY TO THAT WHICH IS (1) BOTH COVERED BY AND PAID BY ATM'S INSURANCE POLICIES OR (2) THE AMOUNT OF THE AGREEMENT BETWEEN CUSTOMER AND ATM, WHICHEVER IS LESS, WHETHER OR NOT ATM'S LIABILITY IS CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ATM, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF FEDERAL, STATE, LOCAL LAWS, STATUTES, AND REGULATIONS, AND INCLUDING BUT NOT LIMITED TO LIABILITY FOR BODILY INJURY, INCLUDING ANY AND ALL PERSONAL INJURIES, SICKNESSES, DEATHS, AND/OR PROPERTY DAMAGES.
21. IN ADDITION TO AND WITHOUT LIMITING THE FORGOING, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT)), EQUITY OR OTHERWISE, WILL ATM BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST SAVINGS, LOSS OF USE, LOSS OF PRODUCT, LOSS OF REVENUES OF ANY KIND, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS WHETHER OR NOT ATM HAD KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED AND WHETHER OR NOT ATM'S LIABILITY IS CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ATM, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF FEDERAL, STATE, LOCAL LAWS, STATUTES, AND REGULATIONS, AND INCLUDING BUT NOT LIMITED TO LIABILITY FOR BODILY INJURY, INCLUDING ANY AND ALL PERSONAL INJURIES, SICKNESSES, AND DEATHS, AND/OR PROPERTY DAMAGES.
22. THE INSTANT AGREEMENT IS THE FINAL AGREEMENT BETWEEN CUSTOMER AND ATM AND SUPERSEDES ANY AND ALL OTHER AGREEMENTS REGARDING THIS MATTER BETWEEN CUSTOMER AND ATM UNLESS AGREED TO IN WRITING BY BOTH CUSTOMER AND ATM.
23. The price(s) quoted in the instant Agreement is ATM's price should Customer pay via cash or check. In the event that Customer pays by means other than cash or check, customer shall be charged three percent (3%) over and above the quote price(s).
24. This Agreement shall automatically renew upon its anniversary date unless Customer provides written notice to ATM regarding its intention to cancel at least thirty (30) days before the anniversary date.
25. All payments received from Customer will be first applied to any outstanding interest and then will be applied to ATM's oldest outstanding invoices.

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599"
Air Texas Mechanical, LLC TACLA024086C

Inventory of Equipment

ANIMAL ADOPTION CENTER - 550 WEST HWY 6

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 001	AAON	CC-C017-8-D-2	201311-CHD06141	17 Ton		
1	SPLTAHU 001	AAON	H3-CLB-8-0-162A-000	201310-CJCC01297	17 HP		
1	SPLTCND 002	AAON	CC-C06-8-D-2	201311-CHCD06141	6 Ton		
1	SPLTAHU 002	AAON	H3-BRB8-0162A-000		6 HP		
1	SPLTCND 003	Carrier	25HBC536A003	0714E18497	3 Ton		
1	SPLTAHU 003	CARRIER	FBCNF036	3913A71328	3 HP		
1	SPLTCND 004	Carrier	25HBC536A003	071418445	3 Ton		
1	SPLTAHU 005	CARRIER	FB4CNF036	413A68741	3 HP		
1	SPLTCND 005	Carrier	25HBC524A300	0614E03166	2 Ton		
1	SPLTAHU 004	CARRIER	FBCNF024	1913A72779	3 HP		

CITY HALL - 216 WEST STEALY ST

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	BLR 001	LAARS	MT2H0750NACK1CXN	C 14 260723	20 HP		
1	DCTLSSPLT 001	FRIEDRICH	MW24C3D	JHAT00765	2 Ton		
1	PKG 001	TRANE	YSC060E3MA1N000B000	141811113L	5 Ton		
1	PKG 002	TRANE	YHC063A3ELA0000	903101178L	5 Ton		
1	PKG 003	TRANE	YSC060G3EMA01000	175110099L	5 Ton		
1	SPLTCND 001	TRANE	TTA120F300AA	15273KGA4YA	10 Ton		
1	SPLTAHU 001	TRANE	UCCAF08AOA	K15J5440	8 HP		
1	SPLTCND 002	TRANE	TTA073G300AA	15371L6YYA	6 Ton		
1	SPLTAHU 002	TRANE	UCCAF06A0A0EYA1000	K15J75441	6 HP		
1	SPLTCND 003	TRANE	4TTA2060D300CA	15351UKU5F	5 Ton		
1	SPLTAHU 003	TRANE	4TXCD0638C3HCCA	153533T2CG	5 HP		
1	SPLTCND 004	TRANE	4TTA3036B3000AA	13383KB73F	3 Ton		
1	SPLTAHU 004	TRANE	GAM5A0B36M31SAA	121827U4AV	3 HP		
1	SPLTCND 005	TRANE	TTA240E200AA	121511YYGWA	20 Ton		
1	SPLTAHU 005	TRANE	TWE240E300BB	L21511YYGWA	20 HP		
1	SPLTCND 006	TRANE	2TEC3F42B1000AA	7194PS54F	3.5 Ton		
1	SPLTAHU 006	TRANE	2TEC3F42B1000AA	7172PL32V	3.5 HP		

ACVB / TRAIN DEPOT - 200 DEPOT CENTRE BLVD

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 001	TRANE	4TTR4060N1000BA	23312JN4GF	5 Ton		
1	SPLTAHU 001	TRANE	TWE060C15FD0	44914PC2V	5 HP		
1	SPLTCND 002	TRANE	4TTR4060L1000BA	21284k575F	5 Ton		
1	SPLTAHU 002	TRANE	TWE060C15FD0		5 HP		

Agreement

Fire Station 2 - 110 Medical Ln

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 014	Trane	4TTA3060D3000 DA	182223K85F	5 Ton		
1	SPLTAHU 020	TRANE	TWE060A300EA	3374PGP5H	5 HP		
1	NGUH 001	REZNOR	UDAP100	BLB79Y2N47008X	1		
1	NGUH 002	REZNOR	UDAP100		1		

Fire Station 3 2700 FM 1462

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 001	TRANE	4TTA4048A3000 AA	2135171X3F	4 Ton		
1	SPLTAHU 01	TRANE	TEM4A0C48S41 SBA	213948JU3V	4 HP		
1	SPLTCND 002	TRANE	2TTA3036A3000 AA	7433KLP3F	3 Ton		
1	SPLTAHU 002	TRANE	TEM4A0C48S41 SBA	7332KW91V	3 HP		
1	EUH 001		F2F5107CA1L		1		
1	EUH 002		F2F5107CA1L		1		

Fire/EMS Station #1 - 801 E South St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	FEMSS1_HVAC_AC-CU-1	LG	LSU243HLV	008KAPB03X24	2 Ton		
1	FEMSS1_HVAC_CC-2	LG	ARNU053TRD4	003KCLHOC504	0.5 HP		
1	FEMSS1_HVAC_CC-3	LG	ARNU053TRD4	003KCVUOM697	0.5 HP		
1	FEMSS1_HVAC_CC-4	LG	ARNU053TRD4	002KCCVIRL35	0.5 HP		
1	FEMSS1_HVAC_CC-5	LG	ARNU053TRD4	003KCPYOC376	0.5 HP		
1	FEMSS1_HVAC_CC-6	LG	ARNU053TRD4	003KCZPOM701	0.5 HP		
1	FEMSS1_HVAC_CC-7	LG	ARNU053TRD4	003KCBOOM693	0.5 HP		
1	FEMSS1_HVAC_CC-1	LG	ARNU093TRD4	003KCNL14T67	0.75 HP		
1	FEMSS1_HVAC_CU-1	LG	ARUM241DTE5	OEIM09AK 003KCDGIWM90	20 Ton		
1	FEMSS1_HVAC_CU-2	LG	ARUM241DTE5	OEIM09AK 003KCTBIWM89	20 Ton		
1	FEMSS1_HVAC_FC U-1	LG	ARNU153M2A4	OEIM08NU 003KCB022K81	500 CFM		
1	FEMSS1_HVAC_FC U-10	LG	ARNU233M2A4	OEIMOBZ4 004KCMROLN47	760 CFM		
1	FEMSS1_HVAC_FC U-11	LG	ARNU283M2A4	OEIM0814 004KETBOLN45	1100 CFM		
1	FEMSS1_HVAC_FC U-12	LG	ARNU4243M2A4	OAIMOAMQ 001KCJZOPH24	1400 CFM		
1	FEMSS1_HVAC_FC U-13	LG	ARNU763B8A4	OCIMO22J 003KCCVIND03	2520 CFM		
1	FEMSS1_HVAC_FC U-2	LG	ARNU423M2A4	OCIMOF87 003KCTBIUT85	1400 CFM		
1	FEMSS1_HVAC_FC U-3	LG	ARNU423M2A4	OCIMOF67 003KCT81UT85	1400 CFM		
1	FEMSS1_HVAC_FC U-4	LG	ARNU76388A4	OCIMO22J 003KCHEIND01	2520 CFM		
1	FEMSS1_HVAC_FC U-5	LG	ARNU183M2A4	OEIM047V 003KCWC22L25	600 CFM		
1	FEMSS1_HVAC_FC U-6	LG	ARNU184M2A4	OE1M0BZ9004KC SFONQ86	600 CFM		
1	FEMSS1_HVAC_FC U-7	LG	ARNU233MA4	OEIMOBZ4 004KCMROLN47	650 CFM		
1	FEMSS1_HVAC_FC U-8	LG	ARNU483M3A4	OEIMOBZ9 004KCUKONQ94	1600 CFM		
1	FEMSS1_HVAC_FC U-9	LG	ARNU183M2A4	OEIMO47V 003KCFT22L27	600 CFM		

Agreement

1	FEMSS1_HVAC_OA-CU-1	AAON	CFA-011-BA-3-DCOEL	202006-CNCJ08213	11 Ton
1	FEMSS1_HVAC_OA-AHU-1	AAON	H3-BRB 3-0-162C-3BS	202006-CJEB05918	11 HP
1	FEMSS1_HVAC_OA-CU-2	AAON	CFA-011-BA-3-DCOEL	202006-CNCG07927	9 Ton
1	FEMSS1_HVAC_OA-AHU-2	AAON	H3-BLB-3-0-162C-3BS	202006-CJEB05919	11 HP
1	NGUH 001	Reznor	UDAS-150	BTB3062012364	1
1	NGUH 002	Reznor	UDAS-150	BTB3062012361	1
1	NGUH 003	Reznor	UDAS-150	BTB3062012355	1
1	NGUH 004	Reznor	UDAS-150	BTB3062012362	1
1	NGUH 005	Reznor	UDAS-150	BTB3062012356	1
1	NGUH 006	Reznor	UDAS-150	BTB3062012357	1
1	NGUH 007	Reznor	UDAS-150	BTB3062012359	1
1	NGUH 008	Reznor	UDAS-150	BTB3062012358	1
1	Fan 001	LOREN COOK	100SQN17D06QV	175S174588-00/0000701	0.25 HP
1	Fan 002	LOREN COOK	180SQN 18SQN-3	175S174588-00/00005701	0.75 HP
1	Fan 003	LOREN COOK	100SQN17D06QV	175S174588-00/0000702	0.25 HP
1	Fan 004	LOREN COOK	100SQN17D06QV	175S74588-00/0000703	0.25 HP
1	Fan 005	LOREN COOK	120SQN17DEC	175S174588-00/0002101	0.25 HP
1	Fan 006	LOREN COOK	120SQN17DEC		0.25 HP
1	Fan 007	LOREN COOK	150SQN17DVF	175S74588-00/0003201	0.5 HP
1	Fan 008	LOREN COOK	150SQN17DVF		0.5 HP
1	Fan 009	LOREN COOK	150SQN17DVF		0.5 HP
1	Fan 010	LOREN COOK	150SQN17DVF		0.5 HP
1	Fan 011	LOREN COOK	150SQN17DVF		0.5 HP
1	Fan 012	LOREN COOK	150SQN17DVF		0.5 HP
1	Fan 013	LOREN COOK	150SQN17DVF		0.5 HP
1	SPCLFAN 001	MACROAIR	MX00-0085-MA	100385	1 HP
1	SPCLFAN 002	MACROAIR	MX00-0085-MA	100384	1 HP
1	SPCLFAN 003	MACROAIR	MX00-0085-MA		1 HP

Library - 105 South Gordon

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	PKG 001	TRANE	YHC120A7ELA380000	907100234L	10 Ton		
1	PKG 002	TRANE	YCD150E4LOBA	952100279D	12.5 Ton		
1	PKG 003	TRANE	YCD150E4LOBA	100210340D	12.5 Ton		
1	PKG 004	TRANE	YSC120H4ELA270	223010873L	10 Ton		
1	PKG 005	TRANE	GBC180A4ELC0900000000000000000000000		15 Ton		

Museum - 300 West Sealy St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	PKG 001	TRANE	TCD181C300BB	310100182D	15 Ton		
1	PKG 002	TRANE	EBC036A3E0A	18331964PA	3 Ton		
1	VAV 001				1		

Police Station - 1500 South Gordon St.

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
-----	-----------	--------------	-------	---------	--------	----------	-------------

Agreement

1	CHLR 001	TRANE	CGAM100F2V02 AXD2A1A1A1AX XA1C1AXXXXX XA1A3A1D1XXL XX	U20C80062	100 Ton		
1	AHU 002	TRANE	MCCA012GANA 0ABA	K96K86570	10 HP		
1	AHU 003	TRANE	UCCAA12C0F0L M052	H22A10568	10 HP		
1	AHU 004	TRANE	UCCAA12C0F0L M052	H22A10569	10 HP		
1	AHU 005	TRANE	UCCAA12C0F0L M052	H20L95402	10 HP		
1	SPLTCND 001	TRANE	4TTA4060A4000 AB	19392RWJSF	5 Ton		
1	SPLTCND 002	TRANE	GSX130604AA	1007717661	5 Ton		
1	SPLTCND 003	TRANE	4TTA3060D4000 DA	182915HN5F	5 Ton		
1	SPLTCND 004	TRANE	TTA09044AAA0 0AE	18182187YA	7.5 Ton		
1	SPLTAHU 001	TRANE	TWE09043AAA0 0A	18172078BA	7.5 HP		
1	SPLTAHU 006		ARUF486016CA	1006009375	5 HP		
1	SPLTAHU 007	TRANE	TWE060A100BB	L451RDF5H	5 HP		
1	SPLTAHU 008	TRANE	TEM4A0C60S51 SBA	19464H0K3V	5 HP		
1	PMP 001				7.5 HP		

PSF #1 - 1100 WEST HWY 6

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 001	Trane	TTA073D300AA	12483KWYYA	6 Ton		
1	SPLTAHU 003	American Standard	TWE090D300AA	12334RMB4	7.5 HP		
1	SPLTCND 002	Trane	TTA18043CAA0 1AS	22222460TZ	15 Ton		
1	SPLTAHU 004	American Standard	TWE18043BAA0 4A	22171916WA	15 HP		
1	SPLTCND 003	Trane	4A7B3024D1000 AA	1152W903F	2 Ton		
1	SPLTAHU 001	American Standard	4TGB3F25A100 0AA	11305T0W6V	2 HP		
1	SPLTCND 004	Trane	TTA12043CAA0 1AS	20483789YA	10 Ton		
1	SPLTAHU 002	American Standard	TWE12043AAA0 4A1000000	20481769BA	10 HP		
1	SPLTCND 005	Carrier	38AUDA12A0A5 A0A0A0	4815C90912	10 Ton		
1	SPLTAHU 005	Carrier	40RUAA12A2A6 -0A0A0	0917U03422	10 HP		
1	SPLTCND 006	Trane	4TTR4018L1000 AB		1.5 Ton		
1	SPLTAHU 006	American Standard	TEM4A0B24S21 SAA	15362JSJ2V	2 HP		
1	WALL MOUNT PSF	BARD	WA242-A00	140K0116679920 2	2 Ton		

PSF #2 - 800 DYCHE LANE

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTDLS 002	GOODMAN	GCGD48S21S2 C	W1L4128349	4 Ton		
1	SPLTAHU 007	GOODMAN	CBX25UH-048- 230-10	1718K29274	4 HP		

Waste Water Treatment Plant

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	WALLPKG 001	BARD	W24A1- C06XXXX3J	316J092641308- 02	2 Ton		
1	WALLPKG 002	BARD	W24A1- C06XXXX3J	316J092641309- 02	2 Ton		

Agreement

1	WALLPKG 003	BARD	W24A1-C06XXX3J		2 Ton
1	WALLPKG 004	BARD	W24A1-C06XXX3J		2 Ton
1	SPLTCND 001	TRANE	TTA120H400AA	16325SSUYA	10 Ton
1	SPLTAHU 036	TRANE	TWE120E0E300 AC	1701T67BA	10 HP
1	Multi-Stage Centrifugal 01	Turbo Flex	KA5SV-GK200	8165	1
1	Multi-Stage Centrifugal 02	Continental Industrie	151A . 07	181510027	1

REC CENTER - 3201 TX-35

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	CHLR 001	TRANE	CGAM 070F 2Q03 AXBE A1A1 A1AXXA1C 144X	U18E68483	70 Ton		
1	CHLR 002	TRANE	CGAM 070F 2AA3 EXB2 A1A3 A1AX XA1C 284X XAXX XA1A	U25M04636	70 Ton		
1	AHU 001	TRANE	CSAA017UAM00	H25L91762	30 HP		
1	AHU 002	TRANE	MCCBO30UA0C 0UA	K06F69753	30 HP		
1	BLR 001	RBI	H9-1529B	2109529638	45 HP		
1	BLR 002	RBI	FW750	70643061	22 HP		

SR. CENTER - 309 WEST SEALY ST

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLTCND 001	TRANE	TTA18043CAA0 1AS	2134029TA	15 Ton		
1	SPLTCND 002	CARRIER	38AUZA08AOA5 AOAOAO	0717C94128	7.5 Ton		
1	SPLTCND 003	TRANE	4TTA3060D3000 CA		5 Ton		
1	SPLTCND 004	TRANE	4TTA4060A3000 AA	2225415A5F	5 Ton		
1	SPLTCND 005	TRANE	TTA09043AAB0 0AEO	19392849YA	7.5 Ton		
1	SPLTAHU 001	TRANE	4TXCC060BC3H CBA	1403124H5G	5 HP		
1	SPLTAHU 002	TRANE	4TXCD061BC3H CBA	12143KNJ5G	5 HP		
1	SPLTAHU 003	CARRIER	40RUAA08A2A6 -0A0A0	317402259	7.5 HP		
1	SPLTAHU 004	CARRRIER	40RUAA14A2A6 AOAOAO		12.5 HP		
1	SPLTAHU 005	TRANE	TWE09043AAA0 2A0	19351615BA	7.5 HP		
1	PKG 001	TRANE	THC036E3E0A1 E0000000	135010001L	3 Ton		
1	PKG 002	TRANE	THC036E1E0A1 60000000	1226612081L	3 Ton		
1	PKG 003	TRANE	THC036E3E0A1 E0000000		4 Ton		

Annex Building - 302 West House St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	PKG 001	TANE	YSC060E3ELA0 00	937100105L	5 Ton		
1	SPLTCND 001	TRANE	TTA12043CAA0 1AS	21241700YA	10 Ton		
1	SPLTAHU 001	RHEEM	RHGL-1202L	F461400517	10 HP		
1	SPLTDLS 002	CARRIER	24AAA436A200	186X97076	3 Ton		
1	SPLTDLS 002	40QAC036--- 311	4414V34447		3 HP		

Agreement

1	PTAC 001	FRIEDRICH	PDE09KSF-A		
1	PTAC 002	FRIEDRICH	PDE09KSF-A		
1	NGUH 001	Reznor	UDAP-75	BKH79Y2N1719X	1
1	NGUH 002	Reznor	UDAP-75	BJK79Y2N78766X	1
1	NGUH 003	TBD	HX-100E-8	BK194W8N02903	1



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Information Technology

Contact: Nicholas Newell, Chief IT Officer

Agenda Item: Consider the purchase of security cameras, licensing, and related accessories for the Police Department in the amount of \$54,019.74 from SHI International Corp. through the Texas Department of Information Resources cooperative purchasing program, under DIR Contract No. DIR-CPO-5241; and authorize the City Manager to sign related documents.

Type of Item: Action Item

Summary: Funding for this item was included in the adopted FY2026 budget as part of the City's continued investment in security camera improvements. This project advances that effort by replacing the existing Police Department's dated security camera equipment with a modernized system designed to strengthen security, improve visibility, and support Police Department operations.

The City has already implemented the new camera system at the Animal Adoption Center, Annex, Bob S. Owen Pool, Command Truck, Recreation Center, Senior Center, and Train Depot, and this project continues that standardization effort by replacing existing Police Department camera equipment with the new system.

Installation of the equipment will be performed by the City of Alvin Information Technology Department.

This project will replace legacy camera equipment with a modern security camera system that provides improved image quality, stronger reliability, and additional security features. A recent replacement at the Alvin Police Department demonstrated a substantial improvement in image clarity and usable scene detail over an older analog camera connected through an encoder, supporting the City's continued transition to the newer platform.

The proposed equipment includes 35 cameras, two viewing stations, and related licensing for storage, cameras, and viewing stations. The attached quote lists the cameras with up to 30 days max onboard retention and includes 3-year cloud storage licensing with an additional 30-day retention.

Compared with a traditional NVR-based system, the Verkada platform also provides additional security and administrative benefits, including centralized management, controlled user access, reduced dependence on aging onsite recording infrastructure, and a scalable approach for future deployments.

Staff recommends approval of this purchase.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Funding Account: 613-2505-00-4150 **Amount:** \$54,019.74 **1295 Form Required?** Yes No

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

Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Before/After Photos
 2. Verkada APD Camera Quote - \$54,019
-

Recommendation: Move to approve the purchase of security cameras, licensing, and related accessories for the Police Department in the amount of \$54,019.74 from SHI International Corp. through the Texas Department of Information Resources cooperative purchasing program, under DIR Contract No. DIR-CPO-5241; and authorize the City Manager to sign related documents.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:





Pricing Proposal
 Quotation #: 27460795
 Created On: 4/27/2026
 Valid Until: 5/27/2026

TX-City of Alvin

Nick Newell

FINANCE DEPARTMENT
 216 W. SEALY ATTN: A/P
 ALVIN, TX 77511
 United States
 Phone: 2813884313
 Email: nick.newell@alvin.gov

Inside Sales Executive

Bryan Kicinski

Phone: 7325071359
 Email: bryan_kicinski@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CD43 Indoor Dome Camera, 256GB, 30 Days Max Verkada - Part#: CD43-256-HW Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: In Stock	5	\$646.41	\$3,232.05
2	CD53 Indoor Dome Camera, 256GB, 30 Days Max Verkada - Part#: CD53-256-HW Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: In Stock	18	\$840.53	\$15,129.54
3	CD53-E Outdoor Dome Camera, 256GB, 30 Days Max Verkada - Part#: CD53-256E-HW Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: In Stock	8	\$969.94	\$7,759.52
4	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max Verkada - Part#: CF83-512E-HW Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: In Stock	3	\$1,164.06	\$3,492.18
5	VX52 Viewing Station Verkada - Part#: VX52-HW Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: In Stock	2	\$322.88	\$645.76

6	3-Year Camera License, Capacity Increase Verkada - Part#: LIC-CAM-3Y-CAP Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: ESD	34	\$387.59	\$13,178.06
7	3-Year Viewing Station License, Capacity Increase Verkada - Part#: LIC-VX-3Y-CAP Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: ESD	2	\$840.53	\$1,681.06
8	3-Year Cloud Storage License - 30 Day, Capacity Increase Verkada - Part#: LIC-CLD-30-3Y-CAP Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: ESD	40	\$193.47	\$7,738.80
9	3-Year Cloud Storage License - 30 Day for Government, Capacity Increase Verkada - Part#: LIC-CLD-30-3Y-CAP-G Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: ESD	2	\$290.53	\$581.06
10	3-Year Camera License for Government, Capacity Increase Verkada - Part#: LIC-CAM-3Y-CAP-G Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Note: ESD	1	\$581.71	\$581.71
			Total	\$54,019.74

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Alvin Representative: _____ Date: May 7, 2026
Junru Roland, City Manager



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 26-R-23, adopting the City of Alvin 2025 Hazard Mitigation Plan Update; and authorize the Mayor to sign the Plan.

Type of Item: Resolution

Summary: On April 24, 2026, the City received the attached letter from FEMA via Texas Department of Emergency Management (TDEM) stating that the [City of Alvin 2025 Hazard Mitigation Plan Update](#), which was submitted on December 23, 2025, is "Approvable Pending Adoption," by the City Council.

Jeff Ward and Associates submitted the draft plan to TDEM on December 23, 2025, on the City's behalf, following two public meetings/presentations on June 11, 2025 and August 6, 2025. In accordance with FEMA's requirements, communities must have an approved Hazard Mitigation Action Plan and that plan must be updated every five years in order to be eligible to receive federal disaster grant funds.

Approval of Resolution 26-R-23 will provide for the adoption of The City of Alvin 2025 Hazard Mitigation Plan Update (December 2025), therefore keeping the City in compliance with FEMA's requirement. There were no significant changes from the 2020 Hazard Mitigation Action Plan. Therefore Staff recommends approval of resolution 26-R-23.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
Legal Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____
	Date Completed: _____

Supporting documents attached:

1. Resolution 26-R-23 ; Adopting 2025 Hazard Mitigation Plan Update
2. Approvable Pending Adoption Letter from FEMA

Recommendation: Move to approve Resolution 26-R-23, adopting The City of Alvin 2025 Hazard Mitigation Plan Update, and authorize the Mayor to sign the Plan.

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

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

RESOLUTION NO. 26-R-23

**A RESOLUTION OF THE CITY OF ALVIN ADOPTING
THE CITY OF ALVIN 2025 HAZARD MITIGATION PLAN UPDATE**

WHEREAS, The Alvin City Council recognizes the threat that natural hazards pose to people and property within the City of Alvin; and

WHEREAS, the City of Alvin has prepared an updated multi-hazard mitigation plan, hereby known as The City of Alvin 2025 Hazard Mitigation Plan Update (December 23, 2025) in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, FEMA requires the communities update Hazard Mitigation Action Plan every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, The City of Alvin 2025 Hazard Mitigation Plan Update (December 23, 2025) identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Alvin from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Alvin City Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in The City of Alvin 2025 Hazard Mitigation Plan Update (December 23, 2025).

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

Section 1: That the City Council hereby adopts The City of Alvin 2025 Hazard Mitigation Plan Update (December 23, 2025).

Section 2: That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Alvin City Council on this 7th day of May 2026.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor, City of Alvin

By: _____
Dixie Roberts, City Secretary



FEMA

February 13, 2026

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Alvin, Texas Single Jurisdiction Hazard
Mitigation Plan

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Reiff, HM Community Planner, at (940) 395-0731.

Sincerely,

Roberto E. Ramirez
Acting Chief, Risk Analysis Branch

Enclosures: Approved Participants
cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the February 13, 2026 review of the referenced Hazard Mitigation plan.

Community Name

1) Alvin city

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Resolution 26-R-24, rescinding Resolution 26-R-20 in its entirety and hereby authorizing the Alvin Police Department to make application for the Catalytic Converter Theft Prevention Grant through the Motor Vehicle Crime Prevention Authority, to help defray the cost of a Drone First Responder (DFR) system and eight (8) additional FLOCK ALPR cameras from FLOCK Safety; and providing for other provisions related thereto.

Type of Item: Resolution

Summary: The grant authority has requested a couple of changes to Resolution 26-R-20 passed by council on April 16, 2026. In order to make those changes, we are rescinding Resolution 26-R-20 and adding the needed wording to Resolution 26-R-24. The first change is to highlight the fact (included in Whereas section) that the grant funds will be returned in case of loss or misuse. The final change is to identify, in the resolution, Captain Arendell as the Program Director, and Michael Gibbs as the Financial Officer for the grant.

Original agenda commentary from April 16, 2026, included below for review if needed.

The Texas Motor Vehicle Crime Prevention Authority (MVCPA) issues grants annually (September 1st 2026 to August 31st 2027) with the stated purpose being “to combat motor vehicle theft and/or fraud-related vehicle crime.” These grants are 1-year grants. Which may be applied for annually. The grant program is established under TTC chapter 1006, requires a 20% match of funds, and is distributed as a quarterly reimbursement with the agency/city funding the program and MVCPA reimbursing 80% of the cost quarterly. One of the stated purposes of the grant funding is “Applications that incorporate automatic license plate reader programs, surveillance equipment and other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.” As part of the application process, a resolution from city council is required. With this grant we intend to add eight (8) FLOCK ALPR cameras to our current inventory. These cameras will be deployed in the area of FM 1462 and SH 288, Alvin West in response to the rapid development of the area.

In addition, a Drone First Responder (DFR) program will be established. A DFR program focuses on rapid drone response to calls in progress. Most calls can have a drone overhead within 90 seconds of dispatch. With a 4-mile radius from launch (8-mile diameter). This quick response will allow responding officers to know the situation before arrival, allow for the tracking of fleeing suspects/vehicles, and in fact let the operator know whether a police response is even warranted. Officers may watch a live feed, in-car, increasing officer safety and effectiveness.

The anticipated city cost for the first year of the grant, for both FLOCK cameras and FLOCK DFR, is

approximately \$64,000.00. Year two cost would be the same if the grant is renewed. Without the grant, the yearly cost would range between \$150,000 — \$310,000 based on the DFR program level chosen. With the grant, the cost range would be \$32,840 — \$64,000 per year. The implementation and/or continuation of the program will be assessed based on the availability of funds for Fiscal Year 2027 and subsequent fiscal years.

Staff recommends approval of the MVCPA Grant resolution.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Funding Account: _____	Amount: _____	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Legal Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____	
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: _____	

Supporting documents attached:

1. Res 26-R-24; Rescinding Res 26-R-20; authorizing MVCPA Grant; APD
 2. Res 26-R-20; MVCPA Grant; APD; RESCIND
 3. DFR Program Request
 4. MVCPA Grant Memo
 5. FY 27 Grant Request for Applications
-

Recommendation: Move to approve Resolution 26-R-24, rescinding Resolution 26-R-20 in its entirety and hereby authorizing the Alvin Police Department to make application for the Catalytic Converter Theft Prevention Grant through the Motor Vehicle Crime Prevention Authority, to help defray the cost of a Drone First Responder (DFR) system and eight (8) additional FLOCK ALPR cameras from FLOCK Safety; and providing for 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, if applicable:

RESOLUTION 26-R-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RESCINDING RESOLUTION 26-R-20 AND HEREBY AUTHORIZING THE ALVIN POLICE DEPARTMENT TO MAKE APPLICATION FOR THE THEFT REDUCTION GRANT PROGRAM THROUGH THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY TO FUND THE IMPLEMENTATION OF DRONE AS FIRST RESPONDER PROGRAM; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, burglary of a motor vehicle and fraud-related motor vehicle crime through the enforcement of law.

WHEREAS, grant funds will be utilized to purchase a Drone First Responder (DFR) system from Flock Safety to detect and prevent motor vehicle crime, including theft of – and from – motor vehicles as well as catalytic converter theft, as well as the recovery of stolen items and vehicles.

WHEREAS, The City of Alvin has agreed that in the event of loss or misuse of the grant funds, City of Alvin assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

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

Section 1. Resolution 26-R-20 is hereby rescinded in its entirety.

Section 2. The City Council authorizes the submission of a grant application to the Motor Vehicle Crime Prevention Authority for funding of a Drone First Responder (DFR) system from Flock Safety.

Section 3. The City of Alvin, Texas, hereby commits to providing twenty percent (20%) of all applicable matching funds, and hereby assures that, in the event of loss or misuse of the grant funds, the governing body will return all funds to the Motor Vehicle Crime Prevention Authority.

Section 4. The City Council has considered the matter and deems it in the public interest to authorize this action, and hereby authorizes Robert E. Lee, the Chief of Police for the Alvin Police

Department, as the authorized official who is hereby given the authority to apply for, accept, reject, alter, or terminate a grant with the Motor Vehicle Crime Prevention Authority for a Drone First Responder (DFR) system from Flock Safety.

Section 5. Captain Todd Arendell, Alvin Police Department Support Services Commander, is hereby designated as the Program Director and Michael Gibbs, Finance Director, is hereby designated as the Financial Officer for this grant.

Section 6. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 7th day of May 2026.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

RESOLUTION 26-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE ALVIN POLICE DEPARTMENT TO MAKE APPLICATION FOR THE THEFT REDUCTION GRANT PROGRAM THROUGH THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY TO FUND THE IMPLEMENTATION OF DRONE AS FIRST RESPONDER PROGRAM; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, burglary of a motor vehicle and fraud-related motor vehicle crime through the enforcement of law.

WHEREAS, grant funds will be utilized to purchase a Drone First Responder (DFR) system from Flock Safety to detect and prevent motor vehicle crime, including theft of – and from – motor vehicles as well as catalytic converter theft, as well as the recovery of stolen items and vehicles.

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

Section 1. The City Council authorizes the submission of a grant application to the Motor Vehicle Crime Prevention Authority for funding of a Drone First Responder (DFR) system from Flock Safety.

Section 2. The City of Alvin, Texas, hereby commits to providing twenty percent (20%) of all applicable matching funds, and hereby assures that, in the event of loss or misuse of the grant funds, the governing body will return all funds to the Motor Vehicle Crime Prevention Authority.

Section 3. The City Council has considered the matter and deems it in the public interest to authorize this action, and hereby authorizes Robert E. Lee, the Chief of Police for the Alvin Police Department, as the authorized official who is hereby given the authority to apply for, accept, reject, alter, or terminate a grant with the Motor Vehicle Crime Prevention Authority for a Drone First Responder (DFR) system from Flock Safety.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 16th day of April 2026.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



INTEROFFICE MEMORANDUM

TO: Chief Lee

FROM: Corporal J. Cleere

DATE: 02-26-2026

SUBJECT: Drone First Responder program – Budget consideration

As the city of Alvin’s population continues to grow, the Alvin Police Department will need to invest in new systems and technologies which will enable us to adapt and respond to the growing demand placed on our officers. One of the main drawbacks of the nature of police work is the time it takes to hire and train new officers, often resulting in departments “playing catch-up” as their jurisdiction grows. As populations grow and call volume increases, the number of officers available to respond to calls must also increase, but the time between hiring and “boots on the ground” often makes it difficult to keep up with the new demand. I propose that a Drone as First Responder (DFR) program can help alleviate some of this increased demand. Specifically, I believe a system provided by Flock Safety would be the best fit for Alvin Police Department.

When a drone is dispatched to respond to a theft in progress call, for example, the drone typically arrives on scene before any officer is able to, and can “put eyes on” suspects attempting to flee on foot or in a vehicle. This enables the pilot to relay suspect and vehicle descriptions, direction of travel, visible weapons, etc., to responding officers without them having to wait for dispatchers to obtain the same information from the caller, who may not have such descriptions to begin with. As an example, over 8 months of Alvin Police Department responding to theft calls at Walmart, the average time from dispatch to officer on scene was just under 7 minutes. A drone that responds to the same area from Alvin Police Department when the call is dispatched can be on scene within 90 seconds, drastically increasing the likelihood of officers being able to locate and apprehend the suspect and recover the stolen property. In addition to increasing the frequency of apprehending and charging suspects, this would help reduce the total time officers spend on the call significantly, thereby enabling officers to return to service sooner.

Similarly, a drone could be dispatched to a fight in progress call and put eyes on the involved parties while officers are en route, relaying important information officers would not otherwise have, thus increasing their safety and the safety of the public at large. Often at such scenes, involved parties will attempt to flee prior to officers arriving or as they arrive. With a drone already overhead prior to officers’ arrival, the pilot can relay suspect descriptions and direction of travel to responding officers, as well as assist with tracking the fleeing suspects and observing additional offenses. As a specific example, Hawthorne PD (a suburb of Los Angeles, CA) used a Flock DFR program to dispatch a drone to a report of a male threatening to shoot his girlfriend. The male fled and was quickly located by the drone. The pilot was able to relay a clothing description and direction of travel as officers were responding which resulted in officers quickly

locating and apprehending the male. In addition, because the pilot was using the drone to track and observe the male as he fled, the male was captured on video burying a handgun in a random back yard in an attempt to hide it from officers. Officers were later able to locate the gun when the drone pilot relayed this information, and the male was charged with additional offenses. The recovery of the gun from a residential back yard also prevented it being found by children or other uninvolved parties and thus increased the safety of the general public.

Chula Vista, CA was one of the first cities in the US to implement a DFR program, implementing theirs in 2018, and they keep a running display of the statistics of the program on their website. As of 2/25/2026, a DFR drone has responded to 24,372 of their calls for service, with 4,595 (roughly 19%) of those deployments resulting in no patrol unit needing to respond at all due to what the drone pilot observed when arriving on scene. This would significantly increase the number of officers available to take calls as they come in, as they would not be tied up responding to calls that turn out not to require a law enforcement presence. Recently, Alvin Police Department officers were dispatched to a call regarding a suspicious person and when they arrived, they determined the “suspicious” person to be an electrical worker going about their job. Had a DFR drone responded to the call, the officers could have been disregarded before arriving on scene, clearing them up to respond to other calls for service sooner.

As to the near future, with the high likelihood that there will be occupied homes in Preservation Creek before the '27 budget year begins, Alvin Police Department will begin responding to a significantly increased number of calls in the Preservation Creek area. Due to the distance from Alvin proper - upwards of 15 minutes in most cases - a typical call response to the area will likely consist of two officers being sent so that backup is nearby should it be needed. This will result in two officers not being available to respond to other Alvin calls for service for significant lengths of time, likely multiple times per shift. As current fully staffed shifts only have six officers available when no one is out for the day, such calls would reduce the effective force by at least one third, often more, during each Preservation Creek call for service. Having a DFR program as a force multiplier would significantly increase Alvin Police Department's effectiveness during these calls and help relieve some of the burden placed on the remaining officers.

With current technology, a drone can stay airborne for nearly an hour at a time, enabling it to respond to multiple calls without needing to land and recharge. As technology improves over time, this flight time only stands to improve. Additionally, while most DFR systems using dock-based drones allow for the drone to be recharged while in the dock, Flock's Alpha drone and dock system goes even further. In addition to the ability to recharge the drone battery within 45 minutes while it is stationary within the dock, the Alpha dock can also automatically change the battery out for a fresh one if needed, enabling the drone to return to service within 90 seconds of landing. A Flock DFR system would be able to be integrated with our dispatch system and the Flock ALPR cameras we already have as well. The pilot would be made aware of the address and nature of a call for service as dispatchers enter it instead of waiting for the call to be dispatched over the radio, which will subtract from the response time. A Flock hit would also trigger a call for service in the system automatically and the pilot would be able to send a drone to the area prior to officers being dispatched. Flock is even currently working on software that would allow the drone to scan for the vehicle that triggered the hit while en route to the area of the camera that was triggered and track it if located.

Flock manufactures their Alpha drone and dock in-house, which means that the system would not be subject to future legislation barring the use of drones made outside of the United States, should such legislation be enacted. The program is being released in full later this year, but early adopters into the program would be supplied with two DJI Dock 3 systems complete with DJI

M4TD drones until delivery and installation of the Alpha drone and dock can be completed. The Flock Alpha drone is flown by cellular LTE signal, with multiple redundancies built in. The platform has four different cellular modems on board with fifteen external antennas and aggregates connectivity, meaning it uses the cellular network with the highest data volume available at the time, switching networks in the event a network with higher volume becomes available. This ensures the highest connectivity and data flow at all times, both for control of the drone and for video and data transmission. This also means the range is *technically* unlimited and the drone could be flown anywhere there is an LTE signal, though for practical purposes such as flight time and FAA restrictions, Flock advertises a 4 mile radius of range from the launch point. This means an Alpha drone launched from Alvin Police Department would be able to reach practically any address within Alvin, excluding extremities such as Preservation Creak.

The program offered by Flock is all encompassing, with Flock owning all equipment, performing maintenance, providing training and installation, and replacing equipment as necessary as the program moves forward. Flock would supply new batteries annually at no additional cost, and would provide upgrades to the drone and payload as they become available. Flock also will ensure all necessary permissions and waivers are correctly filed with the FAA, which would mean no one at Alvin Police Department would be responsible for doing so, making transitioning between program runners easier should there be such a need. A three year contract with Flock would ensure that costs do not change without renegotiation or a new contract taking precedent. Flock also includes liability insurance coverage included in the cost, ensuring financial responsibility should a technical issue arise which results in injury to persons or damage to property.

The program is expandable as well, meaning new drones could be added later as the department grows, such as at a substation in Preservation Creek once one is built. Depending on the location of that substation, there would likely not be a section of Preservation Creak that the drone would not be able to reach. The drone can be flown by a pilot from a central location within Alvin Police Department, from an MCT with the software installed, or even via a smartphone application, so the pilot would not actually have to be at the PD to be able to dispatch the drone to calls for service.

At present, Flock has provided two quotes for their Alpha DFR system. A system with a 200 ft flight ceiling is quoted at \$125,000 per year, while one with a 400 ft flight ceiling is quoted at \$275,000 per year. The added cost is due to additional regulations for waivers from the FAA requiring a radar receiver to be implemented into the program, which Flock would also provide and install. Normal air traffic typically broadcasts to the ADS-B (Automatic Dependent Surveillance-Broadcast) system, but some traffic such as military aircraft does not always broadcast to the system, and the radar would be required for the 400 ft plan to ensure no conflict with other aircraft, providing enhanced safety to the public and to manned aviation.

A program with a 400 ft ceiling has several advantages over one with a 200 ft ceiling. With higher altitudes available, the drone would be able to fly over obstacles such as cell phone towers (which often reach heights within a few feet of 200 ft so as to be as tall as possible while avoiding the lighting requirement of taller towers) instead of having to maneuver around them resulting in more direct routes to calls for service and thus faster response times. With higher altitude comes exponentially expanded fields of view as well, allowing the camera to view more area with less maneuvering when attempting to locate a suspect or vehicle. The drones our officers currently use on patrol most commonly operate at 300 ft or higher when searching an area for a suspect for just this reason. In that same vein, it becomes easier to track moving vehicles due to the increased distance of view, such that even vehicles moving faster than the drone is able to (the

Alpha has a top speed of 60 mph) can still be tracked for longer times thanks to the increased distance viewable at higher altitudes, allowing responders more time to locate the vehicle. Due to having fewer obstacles in the 200-400 ft range, there is far less chance of signal obstruction to the drone as well, which improves overall safety. One more significant advantage is detection avoidance. If the operator is attempting to search for or track a dangerous suspect without alerting them to the presence of the drone itself, this is much easier to accomplish from higher altitudes as the drone becomes more difficult to see and hear while also being able to track at longer distances with less maneuvering due to exceptional cameras.

Taking all of the above into consideration, I am requesting a budget consideration of \$275,000 dollars for FY 2027 for a Flock Alpha DFR system with a 400 ft operational ceiling.

Cpl. J. Cleere #115



INTEROFFICE MEMORANDUM

TO: Chief R. Lee
FROM: Corporal J. Cleere
DATE: 03-25-2026
SUBJECT: MVCPA grant

The Texas Motor Vehicle Crime Prevention Authority (MVCPA) issues grants annually (September 1st 2026 to August 31st 2027) with the stated purpose being “to combat motor vehicle theft and/or fraud related vehicle crime”. The grant program is established under TTC chapter 1006, requires a 20% match of funds, and is distributed as a quarterly reimbursement with the agency/city funding the program and MVCPA reimbursing 80% of the cost quarterly. One of the stated purposes of the grant funding is “Applications that incorporate automatic license plate reader programs, surveillance equipment and other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.”

This means that the grant funds would be used to reimburse expenditures for the Flock DFR program (currently quoted at \$125,000 annually for a program with a 200 ft ceiling and \$275,000 for a program with a 400 ft ceiling) as well as 8 new Flock LPR cameras which are being requested for the area of FM 1462 at SH 288 at a cost of \$39,200.00. The cameras would be incorporated into the application so that the grant funds would go toward reimbursing total expenditures to Flock since the system as a whole, meaning the drone working congruently with the cameras, is intended to – among other things – aid in the location and recovery of stolen vehicles. The drone would be used to respond to many other types of calls as well, but it would be covered by the funds due to its use in the location of stolen vehicles that trigger Flock cameras.

Other types of calls to which the drone would be dispatched would include nearly any in-progress call such as Flock hits, disturbances, thefts, robberies, burglaries, suspicious persons, fires, traffic collisions, and reports of active shooters, with the idea of getting “eyes on” much earlier than responding officers and also providing them with more and better information sooner, thus increasing safety to officers as well as the general public. Fulshear PD was awarded one of the MVCPA grants last year and successfully implemented such a program with a Flock DFR system and 5 Flock LPR cameras.

Cpl. J. Cleere #115



Motor Vehicle Crime Prevention Authority

Fiscal Year 2027 Request for Applications – Catalytic Converter Theft Prevention Grant March 16, 2026

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2027 (FY 2027) Request for Applications (RFA). Senate Bill 224 provides that, “The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state... may be appropriated to the Authority for the activities required by this section.” To implement SB 224, the MVCPA is providing Catalytic Converter Theft Prevention Grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2027. If **previously** awarded an FY 2026 Catalytic Converter Theft Prevention Grant, the MVCPA may provide a FY 2027 grant subject to availability of funding and grantee’s positive program performance.

Due Date

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 8, 2026**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 8, 2026**.

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- Texas Transportation Code Chapter 1006 (<https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm>)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57 (https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=SEARCH_TAC)
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts (<https://comptroller.texas.gov/purchasing/grant-management/>)
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_2025_Grant_Administrative_Manual.pdf)

This Request for Applications issued on March 16, 2026.

Eligible Applicants

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2027 Catalytic Converter Theft Prevention Grant funding.

Application Category

New Grant – These are potentially annual grants subject to available legislative funding. A 20 % Cash Match is required for this application. Applicants meeting eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2027 RFA. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and that access be established.

Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term

The FY 2027 grant cycle is a one (1) year funding cycle to begin on September 1, 2026, and end August 31, 2027. Subject to availability of funding and grantee's positive program performance, the MVCPA may provide a FY 2028 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> on or before 5:00 PM, May 8, 2026. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial assistance to support law enforcement agencies for economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, and fraud-related motor vehicle crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, burglary of a motor vehicle and fraud-related motor vehicle crime through the enforcement of law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes the development of uniform programs to prevent stolen motor vehicles and stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

Prevention, Anti-Theft Devices and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

Educational Programs and Marketing - provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

Priority Funding

The MVCPA enabling statute provides that “The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (Tex. Transp. Code §1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions - Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft. The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

Programs to Combat Organized Catalytic Converter Crime - Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

Border and Port Security - Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology - Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

Theft of Parts from a Motor Vehicle - Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors - Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

Cash Match Requirement

All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36). Multijurisdictional agencies must provide details for the method of cash match in intergovernmental agreements (Texas Government Code, Chapter 791). Cash match must meet the requirements provided in TxGMS.

Formulas to calculate cash match:

1. Total MVCPA grant funds requested multiplied by percentage of match required = Total Amount of Cash Match Required
2. Total Program Cost minus Total Cash Match Required = Total Authority Grant Request

NICB in Lieu of Cash - Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be counted and reported as in lieu of cash match. Time certifications are required to be made by the employee for these positions as required by TXGMS. Applicants must meet the obligation expressed as cash match in the event NICB cannot meet its obligation.

In-Kind Match

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions'

operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

- **Quarterly Progress Reports** - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.
- **Quarterly Financial Reports** - Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.
- **Microsoft Teams Attendance: One grant representative** from the applicant agency is required to attend a monthly session via **Teams** that includes information on MVCPA grant administration. **One law enforcement officer** is also required to attend the monthly information sharing and networking sessions on law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

Funding Requirements and Conditions

- a. State Funds Availability - All awards by the MVCPA are subject to availability of state funds.
- b. Right of Refusal - The Authority reserves the right to reject any or all of the applications submitted.
- c. Awards - Publishing the RFA does not legally obligate the Authority to fund any programs.
- d. Partial Funding - The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e. Substitution - The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f. Application Required - Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
- g. No Alternative Application Submission - Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h. Review Criteria - Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i. Questions and Clarification - During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
- j. Final Selection - The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.
- k. Changes in Application - If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
- l. Delayed Start - An applicant that is awarded a grant and does not begin operations within 30 days of the

issuance of the Statement of Grant Award is considered terminated.

- m. Application instructions - the MVCPA will provide additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.
- n. Program Income - is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.
- o. TCOLE Certification Required - The Primary Law Enforcement Grantee must attest compliance with TCOLE licensing requirements for peace officers.

Selection Process:

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

Application Workshop

Potential applicants are **required** to attend the in person “Motor Vehicle Crime Prevention Authority Grant Application Workshop” which has been scheduled for: **April 8, 2026 from 8:00 AM - 5:00 PM** at:

Eilan Hotel & Spa
18603 La Cantera Terrace
San Antonio, Texas 78256
Phone #: 210-598-2900
Website: www.eilanhotel.com

The informational session will provide details on the grant Application process including grant eligibility requirements, completing the various Application sections, and the grant cycle timeline. At least one representative of the potential grant applicant should be present at this workshop.

Contact Person

William Diggs, MVCPA Director,
Texas Motor Vehicle Crime Prevention Authority 4000 Jackson Avenue
Austin, Texas 78731
(512) 465-1485
GrantsMVCPA@txdmv.gov

Issued in Austin, Texas on March 15, 2026, William Diggs, MVCPA Director

MVCPA Application Checklist

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, May 8, 2026.**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 8, 2026.**

Appendix A

Updated Sample Motor Vehicle Crime Prevention Authority Resolution

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2027 [Blank] City / County Resolution or Order or Ordinance

Motor Vehicle Crime Prevention Authority

2027 Blank City / County Resolution

Catalytic Converter Theft Prevention Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [TITLE] is designated as the Program Director and [TITLE] is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2026.

NAME:

TITLE: County Judge / Mayor / City Manager



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Call a public hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary children ages five (5) through thirteen (13), for Thursday, June 4, 2026, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

Type of Item: Action Item

Summary: In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts, physical activity, as well as the inclusion of lunch and snacks.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility.

Before the adoption of this ordinance, a public hearing must be held before the governing body. The notice of said public hearing will be published in the Alvin Sun on May 24, 2026, and posted on the City's website. At the June 4th meeting, City Council will conduct the public hearing and consider the annual adoption of said ordinance. A copy of the draft ordinance for consideration on June 4, 2026, is included in your packet.

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: _____

Finance Review Required: N/A Required

Date Completed: _____

Supporting documents attached:

1. Notice of Public Hearing Standards of Youth Care
2. Ord. 26-___; Parks - Alvin Standards of Care Youth Programs; DRAFT

3. EXHIBIT A - Standards of Care

Recommendation: Move to call a public hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary children ages five (5) through thirteen (13), for Thursday, June 4, 2026, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

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

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

[PUBLISH ON May 24, 2026]

NOTICE OF PUBLIC HEARING

The City Council of the City of Alvin, Texas , will hold a public hearing in the Council Chambers at the Alvin City Hall at 216 West Sealy, Alvin, Texas, on Thursday, June 4, 2026, at 7:00 p.m. The purpose of the public hearing will be to receive public comments on the proposed Ordinance for the Standards of Care for the Youth Programs, which will provide basic childcare regulations for day camp activities operated by the City of Alvin Parks and Recreation Department, in accordance with Section 42.041(b)(14) of the Human Resources Code.

(s) Dixie Roberts, City Secretary

ORDINANCE 26-

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ESTABLISHING STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS CONDUCTED BY THE CITY OF ALVIN PARKS AND RECREATION DEPARTMENT FOR ELEMENTARY AGE CHILDREN AGES FIVE (5) THROUGH THIRTEEN (13); PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a home rule municipal corporation pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

WHEREAS, Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041(14) stating “an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;” and

WHEREAS, the City Council held a public hearing on June 4, 2026, regarding the Standards of Care for its Youth Recreation Programs for elementary age children (ages 5 through 13) before passing and approving this Ordinance 26-__ adopting such Standards of Care;

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

Section 1. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The standards of care set forth in Exhibit A attached hereto and made a part of this Ordinance for all purposes (the “Standards of Care”) are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation programs operated by the City of Alvin, Texas (collectively “Programs” and each a “Program”), including without limitation, any summer camp program.

Section 3. All Programs are to be operated by the City of Alvin’s Park and Recreation Department (“Department”). The Director of the Department, or the Director’s designee, (individually or collectively, the “Director”), shall administer the Programs in accordance with the

Standards of Care. The Director may adopt rules in writing relating to the operations of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

Section 4. The Director shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive than the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director’s designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

Section 5. The Program shall not be advertised as a child-care facility.

Section 6. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program’s exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

Section 7. This Ordinance shall be cumulative of all other ordinances of the City of Alvin, Texas, and shall not repeal any of the provisions of these ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 8. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 9. 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.

Section 10. This Ordinance shall take effect upon its passage and approval.

PASSED on the first and final reading on the 4th day of June 2026.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**EXHIBIT A
TO ORDINANCE 26-__**

**STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS
ELEMENTARY AGE (5-13)**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the City of Alvin Parks and Recreation Department, including without limitation, any summer camp program and any spring break program. The Programs are recreational in nature and not designated as childcare programs nor licensed by the State of Texas.

GENERAL ADMINISTRATION

1. **Organization.**

- A. The governing body of the Youth Recreation Programs is the City Council of the City of Alvin, Texas.
- B. Implementation of the Youth Recreation Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.
- F. Criminal background checks will be conducted on prospective camp program staff. The following convictions, including deferred adjudication and pretrial diversions, regardless of when the conviction occurred, will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:
 - (1) Any drug distribution activity, including misdemeanor or felony;
 - (2) Sexual Assault;
 - (3) Aggravated Assault;
 - (4) Child Abuse or Molestation;
 - (5) Murder;
 - (6) Kidnapping; and
 - (7) Any other felony or crime involving moral turpitude, which involves acts

of physical violence.

G. The following convictions within ten (10) years from the date of application for employment will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:

- (1) Any drug possession, including misdemeanor or felony;
- (2) Assault; or
- (3) Any other felony or crime involving moral turpitude which does not involve acts of physical violence.

2. **Definitions.** For purposes of these Standards of Care, the following words shall have the respective meaning ascribed to them:

"Camp Program Staff" means a person responsible for the direct care or supervision of participants, including volunteers and contractors. The term excludes a person whose primary duties include administration, clerical support, or facility maintenance.

"City" means the City of Alvin, Texas.

"Department" means the City of Alvin Parks and Recreation Department.

"Director" means the director of the Parks and Recreation Department.

"Designee" means a person appointed by the director to act on the director's behalf.

"Facility" means a building or improvement operated or used by the department in conducting a recreational program.

"Parent" means legal guardian of a participant.

"Participant" means a child age 5 to 13 years old that is enrolled in a recreational program and is under the supervision of department staff.

"Recreational Program or Program" means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.

"Staff" means a person who is employed by the department to work in a recreational program.

OPERATIONS

A. Camp Staff-Participant Ratios.

- (1) Camp programs shall have no greater than a 15/1 ratio of participant to camp program staff for children 5-9 years of age.
- (2) Camp programs shall have no greater than a 17/1 ratio of participants to camp program staff for children 10-13 years of age.
- (3) Each participant should have a program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

B. Minimum Camp Program Staff Qualifications.

- (1) Camp program staff must be at least sixteen (16) years of age.
- (2) At least fifty percent (50%) of camp program staff must possess certification from a nationally recognized body in:
 - (a) First Aid; and
 - (b) Community CPR or equivalent.
- (3) Camp program staff must complete a camp program staff orientation including but not limited to:
 - (a) An overview of the City of Alvin's Standards of Care;
 - (b) Policies including discipline, guidance, and the release of participants;
 - (c) An overview of symptoms of child abuse, neglect, and sexual abuse and the responsibility of reporting these;
 - (d) The procedures to follow in handling emergencies, including but are not limited to fire, explosion, tornado, toxic fumes, volatile persons, and severe injury or illness of a child or adult; and
 - (e) The use and locations of fire extinguishers and first aid equipment.

C. Minimum Building Standards.

- (1) The facility and equipment used shall not present any known fire, health, or safety hazards and shall be kept free of accumulations of objectionable debris.
- (2) The facility shall be subject to an annual safety inspection.

- (3) The facility shall reasonably be kept free of insects, rodents, and stray animals.
- (4) Facility buildings shall maintain clearly marked emergency exits.
- (5) A disaster and evacuation procedure shall be posted at the facility.
- (6) First-aid kits and infection control kits shall be available at the facility and taken to other locations at which the participants are engaged in program activities.
- (7) First-aid guidelines shall be on file and available at the facility.
- (8) The facility shall have a sufficient number of restrooms maintained in good repair and equipped for independent use by children and designed to permit staff supervision as needed.

D. Minimum Health and Safety Standards.

- (1) A participant who is ill or injured shall be supervised until the participant is released to a parent or other authorized person.
- (2) A participant whose illness or medical condition requires a degree of supervision by staff that would compromise the health or safety of the other participants shall be kept separate from the other participants until the participant is removed from the facility.
- (3) A participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk may not be admitted or readmitted to the facility for the duration of the illness or condition.
- (4) A staff member may not administer medication to a participant without a written parental medication authorization. Staff may not knowingly administer medication that is not in its original container or that is past the expiration date on the container.
- (5) A staff member may not administer an amount of medication that is inconsistent with the prescribed dosage and parental direction. A staff member shall return the unused medication to the parent on the last program day.
- (6) Medication should be kept in a secured location that is not accessible by participants.
- (7) A staff member shall maintain a medication and first aid log.

E. Mechanisms for Monitoring and Enforcing Standards.

The director or designee shall monitor the camp programs for performance. Compliance with these standards will be a factor in rating the performance of the youth program.

F. Standards of Care Review.

Standards of Care will be reviewed annually and brought to the City Council for the City of Alvin, Texas, no later than April 1 for approval after a public hearing is held to pass an ordinance regarding Section 42.041(b)(14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor, or staff may register a complaint by contacting the Alvin Parks and Recreation Department – Recreation Superintendent at 281-388-4327.



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider the cancellation of the May 21, 2026, City Council Meeting.

Type of Item: Action Item

Summary: Alvin High School graduation is scheduled for Thursday, May 21st.

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: _____

Finance Review Required: N/A Required

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to approve the cancellation of the May 21, 2026, City Council Meeting.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement for asbestos abatement of City Hall located at 216 W. Sealy Street with Horizon Group International, through the Choice Partners Cooperative purchasing network, for an amount not to exceed \$314,920, and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary:

The City utilized the Choice Partners Cooperative Purchasing Network to select Horizon Group International as General Contractor, ensuring a compliant, competitive procurement process while expediting project delivery. Horizon Group International was selected based on qualifications, cooperative contract availability, and ability to meet the City's project schedule and requirements.

The City's project management consultant, AGCM, obtained Rough Order of Magnitude (ROM) estimates from SpawGlass, the Construction Manager at Risk (CMAR), in the amounts of \$350,000 and \$400,000.

Funding for the asbestos abatement project is provided through the City's 2025 Certificates of Obligation.

AGCM attended the pre-construction walkthrough. The anticipated project start date will be coordinated collaboratively between the City of Alvin, its agents, and the CMAR to ensure readiness and minimal disruption in the overall project construction timeline.

Air quality monitoring will be implemented throughout the abatement process to ensure regulatory compliance and protection of workers and the public.

Asbestos abatement and disposal of the following asbestos-containing items as stated in the Fern Environmental Asbestos Survey Report dated 12/4/2025:

- Gypsum board walls (approx. 40,000 SF)
- Floor tile and associated black mastic (approx. 2,900 SF)
- Floor tile and mastic under carpet (approx. 6,600 SF)
- Chill water pipe insulation (approx. 900 LF)
- Domestic water pipe insulation (approx. 400 LF)
- Wooden door insulation (approx. 10 ea.)

Includes payment and performance bonds and insurance.

Total - \$268,809

Alternative 1 - \$23,055, remove sheet rock walls in council chambers (also includes demo to access sheet rock behind panel wall)

Alternative 2 - \$23,055, remove furniture, built-in cabinets, etc. from the abatement area. It does not include disposal, items will be put in areas of the building outside the work area.

Total not to exceed price — \$314,920.00

Staff recommends approval of the agreement with Horizon Group International through the Choice Partners Cooperative Purchasing Network.

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

Funding Account: _____ **Amount:** _____

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

Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

- 1. City Hall Asbestos Abatement

Recommendation: Move to approve an agreement for asbestos abatement of City Hall located at 216 W. Sealy Street with Horizon Group International, through the Choice Partners Cooperative purchasing network, for an amount not to exceed \$314,920, and authorize the City Manager to sign related documents 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, if applicable:

HORIZON INTERNATIONAL GROUP

4204 Bellaire
Houston, TX 77025

April 27, 2026

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – City Hall Asbestos Abatement

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 15/041JN-08. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

The proper asbestos abatement & disposal of the following asbestos containing items as stated in the Fern Environmental Asbestos survey report dated 12/04/2025:

- Gypsum board walls (approx. 40,000 SF)
- Floor tile and associated black mastic (approx. 2,900 SF)
- Floor tile and mastic under carpet (approx. 6,600 SF)
- Chill water pipe insulation (approx. 900 LF)
- Domestic water pipe insulation (approx. 400 LF)
- Wooden door insulation (approx. 10 ea)
- Includes P and P Bonds and Insurance

Total \$ 268,809

Alternate 1

Remove sheetrock walls in council chambers (also includes demo to access sheetrock behind panel Wall

Total \$ 23,055.00

Alternate 2

Remove furniture, built-in cabinets, etc. from abatement area. Does not include disposal; items will be put in areas of the building outside of the work area

Total \$ 23,055.00

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Haron Murad



Project		
Description	Factor	
RS Means Total Bare Cost Estimate - TBCE (UPB)		\$342,061.08
Houston City Cost Index (total weighted average) - TWACCI	0.845	
SUBTOTAL A (TBCE*TWACCI)		\$289,041.61
JOC COEFFICIENTS:		
Standard Working Hours (SWH)	0.93	
SUBTOTAL (Subtotal A*SWH)		\$268,808.70
Standard Working Hours (NSWH)	0.93	
SUBTOTAL (Subtotal A*NSWH)		
TOTAL NON-PREPRICED ITEMS COST:*		
		\$0.00
Standard Working Hours Work	1.15	
SUBTOTAL		\$0.00
Non Standard Working Hours Work	0	
SUBTOTAL		\$0.00
COH - PERMIT FEE**	0	\$0.00
		\$0.00
TOTAL INCLUDING NON-PREPRICED ITEMS & PERMIT FEES		\$268,809
TOTAL (ROUNDED OFF)		\$268,809

* Not to exceed \$50,000.00

** Will be paid at actual cost plus profit

Costs based on RSMMeans data

Estimate Name: 1026 City of Alvin Asbestos Abatement

ESTIMATE INFORMATION

Client Name: City of Alvin
 Estimate Address: 216 West City Hall, Alvin, TX, 77511
 Notes:

COST DATA

Estimate Summary:

	Material		Total
Base Total	\$ 45,990.20	\$	268,530.68
Total O&P	\$ 50,472.20	\$	342,061.08

**Total* column values include the cost of Exception lines that may not be included in the Material, Labor and Equipmen

LEGEND

Line Source: U - User defined line item
 A - Adjustment/Modifier
 E - Exception lines

ESTIMATE

Quantity	LineNumber	Description	Unit	Total O&P	Ext, Mat, O&P	Ext, Labor O&P	Ext, Equip, O&P	Ext, Total O&P	Labor Type	Notes
1.00	028213390100	Asbestos remediation, plans and methods building survey, commercial	Ea.	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	RR	
12.00	028213410200	Asbestos abatement equipment & supplies, buy, air filtration device, 2,000 CFM	Ea.	\$ 1,399.25	\$ 16,792.20	\$ -	\$ -	\$ 16,792.20	RR	asbestos equipment for containing demolition area
9500.00	028213435000	Bulk asbestos removal, remove VAT and mastic from floor by hand, includes disposable tools & 2 suits & 1 respirator filter/day/worker	S.F.	\$ 2.15	\$ 1,520.00	\$ 18,905.00	\$ -	\$ 20,425.00	RR	floor black mastic removal
13000.00	028213430610	Bulk asbestos removal, pipe insulation, air cell type, 4" to 8" diameter pipe, includes disposable tools & 2 suits & 1 respirator filter/day/worker	L.F.	\$ 6.44	\$ 624.00	\$ 7,748.00	\$ -	\$ 8,372.00	RR	Demo of chill water pipe insulation (approx 900 LF) and domestics water insulation (approx 400 LF)
340.00	028213475020	Asbestos waste packaging, handling & disposal, disposal charges, excl. haul, inc.	C.Y.	\$ 395.00	\$ -	\$ -	\$ -	\$ 134,300.00	RR	Asbestos Material handling
40000.00	090505302300	Walls and partitions demolition, metal & wood studs, finish two sides, plasterboard (gypsum wallboard)	S.F.	\$ 2.37	\$ -	\$ 94,800.00	\$ -	\$ 94,800.00	RR	Demo Gypsum board
9500.00	090505200900	Flooring demolition, vinyl composition tile 12" x 12"	S.F.	\$ 0.81	\$ -	\$ 7,695.00	\$ -	\$ 7,695.00	RR	Demo floor
16.00	024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 850.00	\$ 15,300.00	\$ -	\$ -	\$ 15,300.00	RR	dumpster for demolished material included haul of
6.00	015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	\$ 350.66	\$ -	\$ 1,668.24	\$ 1,137.04	\$ 2,805.28	RR	mobilization and demobilization of equipment on and off the project
3600.00	028213420300	Preparation of asbestos containment area separation barrier, 2' x 4" @ 16", 1/2" plywood each side, 8' high	S.F.	\$ 7.24	\$ 16,236.00	\$ 9,828.00	\$ -	\$ 26,064.00	RR	asbestos containment
6.00	013113200160	Field personnel, general purpose laborer average	Week	\$ 2,184.60	\$ -	\$ 13,107.60	\$ -	\$ 13,107.60	RR	
Grand Total				\$ 7,598.62	\$ 50,472.20	\$ 153,751.84	\$ 1,137.04	\$ 342,061.08		



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Finance

Contact: Michael Gibbs, Finance Director

Agenda Item: Consider an agreement with an electricity provider to supply electricity to the City beginning June 2026; and authorize the City Manager to execute said agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The City entered into an Electricity Supply Agreement with EDF Energy Services, LLC on October 12, 2021 for electricity services beginning January 1, 2022. The agreement established a purchase price of \$54.81 per megawatt hours (MWh) and a term through June 1, 2026. Staff has been monitoring energy prices and believes it is time to lock in a price before they continue to rise.

Due to the volatile pricing of electricity, which changes by the hour, electricity providers will not hold their prices for more than 24 hours which is a considerable risk factor markup. The pricing provided prior to the May 6, 2026, are only indicative since the City is not entering into an agreement based on the proposals. In summary, the pricing provided provides a snapshot at that time about the electricity providers and shows their interest in executing an agreement.

The City will obtain actionable prices from the bidders on the morning of May 6, 2026, and will present them along with an analysis and recommendation for award at the City Council meeting.

Proposal Request:

Staff has been requesting data and ultimately pricing proposals from Mantis Innovation, an electricity broker, to assist the City in the procurement process for electric rates from electricity providers. They have been reviewing electricity trends and monitoring the wholesale market for this current renewal. Mantis Innovation has been used previously in the City's 2013, 2017, and 2021 electricity renewals, but under the name of Texas Energy Aggregation.

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: _____

Finance Review Required: N/A Required

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to award _____ as the Electricity Provider for the City of Alvin, for a contract term of _____ months, beginning June 3, 2026, and authorize the City Manager to execute an agreement 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, if applicable: X



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Ordinance, 26-F, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas by amending Article I "In General," including definitions and related provisions; providing for the creation of a new Article V "Community Cats and Trap-Neuter-Return (TNR) program, providing for repeal of conflicting ordinances; providing a severability clause; providing a penalty; providing for publication; and providing an effective date; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: HB 3660 from the 88thR Session of the State Legislature was created so that individuals who, as part of a Trap-Neuter-Return program (TNR), could not be charged with animal cruelty for releasing a feral cat at the trap location, after having the animal evaluated, sterilized, vaccinated and marked (ear notch or tipping), by a veterinarian. Prior to this bill, this activity may have been considered as cruelty to animals (abandonment) and subject to prosecution. Trapping and releasing a feral cat without having the animal sterilized, etc. could still be prosecuted under Sec. 42.092 Cruelty to Nonlivestock Animals, under Texas law.

These recommended changes to Chapter 4, Animals and Fowl, of the Code of Ordinances, will allow the city to regulate a TNR program to ensure that a sponsor (a person or group that is authorized by the animal shelter to have a TNR) does so ethically and safely.

These recommended changes allow a TNR if the sponsor follows HB 3660, provides and maintains information required by Chapter 4 Code of Ordinances and has the animal chipped. The chip must be registered to the TNR colony sponsor.

These recommendations include authority to impound a nuisance animal, prohibiting a congregation of unconfined and unregistered stray cats, which is defined as 4 or more, and prohibiting the feeding of this congregation unless it is for the purpose of trapping for a TNR program.

These recommendations define a TNR program within the City of Alvin and outline sponsor responsibilities for sponsors to operate a TNR program, such as maintaining records available for inspection of sterilization, rabies vaccination, clear photograph of each program cat, etc. Additionally, the sponsor will be responsible, in most cases, for picking up any program animal registered to their TNR program that gets impounded and either releasing the animal back into the sponsors TNR colony or making arrangements for the adoption of the animal. The Ordinance sets out enforcement and penalties.

All of these recommended changes were discussed in a prior Council Workshop and recommended

changes discussed at the workshop have been incorporated into the recommended changes.

Staff recommends approving Ordinance 26-F, amending Chapter 4, Animals and Fowl, of the Alvin Code of Ordinances to allow sponsored TNR programs in the City of Alvin.

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:** _____
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Ord 26-F; Amending Chapter 4 Animals TNR; Redlined
 2. Ord 26-F; Amending Chapter 4 Animals TNR; Final
-

Recommendation: Move to approve Ordinance, 26-F, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas by amending Article I "In General," including definitions and related provisions; providing for the creation of a new Article V "Community Cats and Trap-Neuter-Return (TNR) program, providing for repeal of conflicting ordinances; providing a severability clause; providing a penalty; providing for publication; and providing an effective date; and providing for other matters related thereto.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

ORDINANCE NO. 26-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 4, ANIMALS AND FOWL, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS FOR THE PURPOSE OF AMENDING CHAPTER 4 “ANIMALS AND FOWL”, ARTICLE I “IN GENERAL,” INCLUDING DEFINITIONS AND RELATED PROVISIONS, PROVIDING FOR THE CREATION OF A NEW ARTICLE V “COMMUNITY CATS AND TRAP-NEUTER-RETURN (TNR) PROGRAM”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin is a home-rule municipality with full power of local self-government and authority to adopt ordinances to protect the public health, safety, and welfare pursuant to its Charter and the laws of the State of Texas; and

WHEREAS, the City Council finds that the regulation of animals within the city limits, including stray, feral, and community cats, is necessary to promote public health, safety, property protection, and neighborhood quality of life; and

WHEREAS, Chapter 4 “Animals and Fowl” of the Code of Ordinances establishes regulations related to animal control, including provisions governing animals running at large, nuisance conditions, and rabies control; and

WHEREAS, the City Council desires to amend Article I “In General,” including definitions and related provisions, and other sections of Chapter 4 to clarify and update regulations applicable to community cats, feral cats, and Trap-Neuter-Return (TNR) practices; and

WHEREAS, the City Council finds that properly managed Trap-Neuter-Return (TNR) programs can serve as an effective and humane method to reduce feral cat populations, minimize nuisance conditions, and promote public health and safety; and

WHEREAS, the City Council further finds that establishing standards for the management of community cat colonies and TNR sponsors will enhance accountability and coordination with the City’s animal control services; and

WHEREAS, the City Council has determined that the amendments set forth in this ordinance are in the best interest of the public health, safety, and welfare of the citizens of the City of Alvin.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas, Chapter 4, Animals and Fowl is hereby amended to read as follows:

CHAPTER 4 – ANIMALS AND FOWL

ARTICLE I. IN GENERAL

...

Sec. 4-3 Definitions

For the purpose of this chapter, the definitions as stated in the current or latest "rabies control and eradication" rules of the Texas Department of State Health Services shall also apply, with the following exceptions and/or additions:

Animal shall mean any domestic or wild animal, including livestock, fowl, reptiles, amphibians, and wildlife, as well as dogs, cats and other creatures owned as pets.

Animal rescuer means any person operating a rescue organization or shelter must register with animal control, providing documents as may be required for proof of rescuer status, in order to fit within the exceptions to licensing and permitting in this chapter.

Animal shelter means any facility operated by the Brazoria County Health Department, a humane society, municipal agency, or any other governmental entity or their authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

Assistance animal means an animal that is specially trained or equipped to help a person with a disability and that:

(1) Is used by a person with a disability who has satisfactorily completed a specific course of training in the use of the animal; and

(2) Has been trained by an organization generally recognized by agencies involved in the rehabilitation of persons with disabilities as reputable and competent to provide animals with training of this type.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This section does not apply to individual sales of animals by owners.

Cattery means any building, structure, enclosure premises or lot whereupon, or within

which, more than four (4) cats, four (4) months of age or older, are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Circus means a commercial variety show featuring animal acts for public entertainment.

Commercial animal establishment means a commercial agricultural enterprise, including, but not limited to, any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition, petting zoo or kennel or cattery.

Community Cat means a free-roaming cat that may or may not be feral.

Confined or confinement shall mean confined within a building or home, or within a fenced yard or premises, so that the animal cannot escape from said building, house or fenced yard or premises without human assistance.

Ear-tipping means trimming the tip of the left ear (the universal sign a cat is fixed).

Feral cat means a cat that: (1) Is born in the wild or is the offspring of an owned or feral cat and which is not socialized; (2) Is a formerly owned cat that has been abandoned and is no longer socialized.

Fowl shall mean chickens, turkeys, pheasants, ducks, geese, pigeons, Psittacine birds, Passerine birds, Piciform birds and, without limitation by enumeration, all similar domestic birds and poultry, whether are kept for use or pleasure.

Gender means the species of an animal, which shall include both the male and female gender, unless otherwise specified.

Grooming shop means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

Inhumane treatment means any treatment to any animal which deprives the animal of necessary sustenance, including food, water or protection from weather, or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating or teasing, or other abnormal treatment as may be determined by the city's animal control officer, code enforcement officer or a law enforcement officer.

Intact/unsterilized animal means an animal that has not been spayed or neutered.

Kennel means any building, structure, enclosure or premises or lot where more than four (4) dogs or more than four (4) cats over the age of four (4) months are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Micro-chip means a computer chip that is preprogrammed with a unique alphanumeric

combination code which is inserted into the animal.

Nuisance, for purposes of this article, means conduct by stray or feral cats that cause property damage, injury to persons, or disturb the peace. Stray or feral cats may create a nuisance by: (1) Habitually or continually howling, crying, or screaming; (2) Habitually and significantly destroying, desecrating, or soiling property against the wishes of the owner of the property; or (3) Causing significant damage to natural resources.

Owner means any person, partnership or corporation owning, keeping or harboring one (1) or more animals.

Person means any individual, partnership, firm, public or private corporation, association, trust or estate.

Pet shop means any person, corporation or partnership, except for a licensed kennel, that buys, sells or boards any species of animals.

Quarantine means complete and total isolation in such a place and in such a manner and for a period of time as may be prescribed by this chapter.

Riding school or stable means any place which has available for hire, boarding and/or riding instruction for any horse, pony, donkey, mule or burro.

Run at large, running at large, or at large means any canine, feline or animal, livestock or fowl, not under direct physical (not verbal) control of its owner or keeper, on the streets, sidewalks, or other public or private places. It shall be presumed that any animal found "running at large" was permitted or allowed to do so by the owner or keeper thereof.

Shelter manager means the manager of the Alvin Animal Adoption Center or their designee.

Sponsor is a person or group approved and authorized by the animal shelter or department that agrees to comply with the requirements of this article for sponsors and provides written notice to the animal shelter or department that it will serve as a sponsor.

Stray cat means a cat that is regularly off the property of the owner, is not under the physical control and restraint of the owner and is not regularly provided with food by its owner.

Swine means both hogs and pigs.

T.D.S.H.S. means the Texas Department of State Health Services.

TNR means Trap, Neuter and Return the cat to its original location.

Unprovoked, with respect to an attack by an animal, means that the animal was not hit, kicked or struck by a person with an object or part of a person's body nor was any part of the

animal's body pulled, pinched or squeezed by a person.

Veterinarian shall mean a person licensed to practice veterinary medicine in the state.

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious or dangerous animal means:

- (1) Any animal which because of its physical nature and vicious propensity is capable of inflicting serious physical harm or death to human beings and would constitute a danger to human life or property;
- (2) Any animal which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals;
- (3) Any animal certified by a Doctor of Veterinary Medicine, after observation thereof, as posing a danger to human life, animal life or property upon the basis of a reasonable medical probability;
- (4) Any animal that commits an unprovoked attack on a person or animal on public or private property; or
- (5) Any animal that attacks or threatens to attack a person.

Wild and exotic animals mean any mammal, amphibian, reptile or fowl, or any hybrid thereof, which is of a species which is wild by nature, and of a species which, due to size, vicious nature or other characteristic is dangerous to human beings. Such animals shall include, but not be limited to, lions, tigers, leopards, panthers, lynxes, wolves, raccoons, skunks (whether deodorized or not), apes, gorillas, monkeys of a species where average adult weight is twenty (20) pounds or more, foxes, elephants, rhinoceroses, alligators, crocodiles, and all forms of poisonous reptiles and any other animal that is not indigenous to Brazoria County. The term "wild animal," as used in this chapter, shall not include gerbils, hamsters, guinea pigs, mice or rabbits.

Zoological park means any facility, other than a pet shop or kennel, which displays or exhibits one (1) or more species of non-domesticated animals, operated by a person, partnership, corporation or government agency.

Sec. 4-4. Limitation on number of dogs and cats.

- (a) No owner shall possess, harbor or keep more than four (4) dogs or four (4) cats, or any combination of four (4) dogs and cats in or about any single-family residence, building or lot, over the age of four (4) months except for a kennel, cattery or veterinary facility.
- (b) No owner shall possess, harbor or keep more than two (2) dogs or two (2) cats, or any combination of two (2) dogs and cats in or about any single-family unit in any multiple housing building, building or lot, over the age of four (4) months except for a kennel, cattery or veterinary facility.

The limitation of this section as to the number of dogs and cats shall not apply when the premises

on which such animals are possessed, harbored or kept as permitted under a kennel or animal rescuer permit or maintained as a TNR feral cat colony as described in this chapter.

...

Sec. 4-11. Running at large prohibited.

No owner or keeper of any animal shall permit or allow such animal to run at large within the limits of the city. All animals shall be controlled by leash, restriction within a fence, or by enclosure within a vehicle or container.

Feral cats documented as part of a TNR colony registered as prescribed in this chapter shall not be considered running at large.

...

Sec. 4-16. Quarantine of suspected rabid animals

...

- (b) The owner, keeper, TNR Sponsor or person in charge of any animal that has rabies, or that has been exposed to rabies, or that has symptoms thereof, or that has bitten, scratched or otherwise attacked any person or other animal or that is in quarantine as a rabies suspect within the city shall, on demand, turn over said animal to the animal control officer.

...

Sec. 4-17. Releasing or dumping of animals.

- (a) It shall be a violation of this chapter for any person to dump, release or abandon any animal, whatsoever on any property, whether public or private, within the city. Releasing an animal trapped as part of a TNR colony back into the colony by the TNR sponsor shall not be considered dumping.
- (b) It shall be a violation of this chapter for any person to surrender an animal to the City Animal Control by providing false information or deceit.
- (c) Any person having knowledge of an animal which has been or is believed to have been dumped, released or abandoned shall so notify the animal control officer and shall give all pertinent information including description and location of animal and the name, address, car license number, or any other information or description of the person who dumped, released or abandoned the animal, if known.
- (d) Any person who keeps, harbors, feeds, shelters or otherwise allows any stray animal or any animal which has been dumped, released or abandoned to remain on his property or allows or permits egress or ingress for three (3) or more days without notifying the Animal Control Officer shall hereby be deemed the owner of said animal.

...

ARTICLE V. – TRAP, NEUTER, RETURN (TNR) PROGRAMS

Sec. 4-57. - Nuisance.

- (a) A stray or feral cat causing a nuisance may be impounded.

(b) A property owner may take measures to abate a nuisance caused by a stray or feral cat on the owner's private property in a humane manner.

Sec. 4-58. - Congregations of unconfined and unregistered stray cats.

(a) It is unlawful for any person to intentionally cause, suffer or permit the maintenance of an attractive environment for the assembly of a congregation of unconfined and unlicensed stray cats by the placement of cat food.

For purposes of this section a "congregation of unconfined and unregistered stray " means any four (4) or more cats which:

(1) May, of their own volition, enter or leave the property on which the food is placed;

(2) Are not microchipped pursuant to this chapter; and

(3) Are not part of a trap, neuter, and return program.

(b) For purposes of this section, "cat food" means any commercially prepared cat food or any other food item or product that is subject to consumption by cats.

(c) It is an affirmative defense that the cats were free-roaming and that the person placed the food solely for the purpose of apprehending cats and:

(1) Delivering them to the Alvin Animal Adoption Center (AAAC);

(2) Delivering them to an animal humane organization;

(3) Delivering them to a licensed veterinarian for sterilization as part of a trap, neuter and return program; or as part of an approved and monitored program to prevent the estrus cycle in free-roaming females until sterilization

Sec. 4-59. - Trap Neuter Return (TNR).

Trap, neuter, and return program means a program approved by the director in which feral cats are humanely trapped, evaluated, vaccinated, sterilized, and marked by an identifying notch in the left ear by a veterinarian or other authorized personnel and returned to the trap location or other area approved by the director under the supervision of a sponsor. The animal care and control agency may promote:

(a) The reduction of euthanasia of animals for which medical treatment or adoption is possible; and

(b) The utilization of trap, spay, neuter or other sterilization techniques and return practices as a means of controlling the feral cat population.

Sec. 4-60. – TNR Sponsor Responsibilities.

TNR program sponsors must register colonies with the AAAC. Sponsors must maintain records, available to AAAC personnel upon request, on all cats within their colony/colonies to include, at minimum:

(a) Clear photo

(b) Proof of sterilization

(c) Proof of rabies vaccination

(d) Microchip number

(e) Colony Location

The following is required to release a cat into a colony:

- (a) Sterilization to include ear-tipping
- (b) Rabies vaccination
- (c) Microchip registered to the TNR colony sponsor

Feeding must be done in disposable or cleanable containers and only during daylight hours to prevent attraction of other wildlife such as raccoons and opossums. Food may not be left out overnight.

If trapping or feeding on private property, sponsors must have permission to utilize the property for those purposes.

Sec. 4-61 - Enforcement.

The department or its designee, in order to encourage the stabilization of the feral cat population in the city, shall have the following rights, which shall be exercised at its reasonable discretion:

- (a) The right to trap in a humane manner and remove any cats that:
 - 1) Have not been vaccinated against rabies or which are demonstrating signs of the disease;
 - 2) Are not spayed or neutered; or
 - 3) Otherwise for public health or public safety concerns.
- (b) If no issue of public health or safety exists, or if any issues of public health and safety can be addressed by the removal and relocation of the cat to another area, the department may direct a sponsor to arrange to have the cat spayed or neutered, ear-tipped, and vaccinated against rabies by a licensed veterinarian. The sponsor may then arrange for the cat to be adopted or released.
- (c) If a feral cat is demonstrating:
 - 1) Signs of having rabies;
 - 2) Has a severe illness or injury; or
 - 3) Presents a hazard to public health or to its own person, that cat may be humanely destroyed.
- (d) The director or designee has the right to remove or to direct a sponsor to remove a feral cat that is creating a nuisance, if, within ten (10) days, the sponsor failed to adequately resolve a nuisance or to comply with the director's direction with respect to correcting the nuisance. If the sponsor fails to correct the nuisance, the director shall have the right to remove the cat.
- (e) No cat shall be released into or adjacent to an established nature preserve or in a habitat where known endangered or listed species reside or breed.

Sec. 4-62 – Penalty.

A person who violates any provision of this section may be deemed guilty of a Class C misdemeanor and, upon conviction, shall be punished in accordance with Section 1-5 of the Code of Ordinances of the City of Alvin, as may be amended. Each day that a violation continues shall constitute a separate offense.

Section 2. That except as amended, herein all other provisions found in Chapter 4 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. Penalties. Any person, firm, entity, or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with Section 1-5 (General Penalty; Continuing Violations) of the Code of Ordinances of the City of Alvin, Texas, with a fine not to exceed five hundred dollars (\$500.00). Each day a violation continues shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final passage, except that any provision of this Ordinance imposing a penalty, fine, or forfeiture shall take effect ten (10) days after the date of publication as required by the City Charter.

Section 7. Publication. The City Secretary of the City of Alvin is hereby directed to publish the caption of this Ordinance, including the penalty provision, in one issue of the official City newspaper as required by the City Charter.

PASSED and APPROVED on the 7th day of May 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 26-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 4, ANIMALS AND FOWL, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS FOR THE PURPOSE OF AMENDING CHAPTER 4 “ANIMALS AND FOWL”, ARTICLE I “IN GENERAL,” INCLUDING DEFINITIONS AND RELATED PROVISIONS, PROVIDING FOR THE CREATION OF A NEW ARTICLE V “COMMUNITY CATS AND TRAP-NEUTER-RETURN (TNR) PROGRAM”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin is a home-rule municipality with full power of local self-government and authority to adopt ordinances to protect the public health, safety, and welfare pursuant to its Charter and the laws of the State of Texas; and

WHEREAS, the City Council finds that the regulation of animals within the city limits, including stray, feral, and community cats, is necessary to promote public health, safety, property protection, and neighborhood quality of life; and

WHEREAS, Chapter 4 “Animals and Fowl” of the Code of Ordinances establishes regulations related to animal control, including provisions governing animals running at large, nuisance conditions, and rabies control; and

WHEREAS, the City Council desires to amend Article I “In General,” including definitions and related provisions, and other sections of Chapter 4 to clarify and update regulations applicable to community cats, feral cats, and Trap-Neuter-Return (TNR) practices; and

WHEREAS, the City Council finds that properly managed Trap-Neuter-Return (TNR) programs can serve as an effective and humane method to reduce feral cat populations, minimize nuisance conditions, and promote public health and safety; and

WHEREAS, the City Council further finds that establishing standards for the management of community cat colonies and TNR sponsors will enhance accountability and coordination with the City’s animal control services; and

WHEREAS, the City Council has determined that the amendments set forth in this ordinance are in the best interest of the public health, safety, and welfare of the citizens of the City of Alvin.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas, Chapter 4, Animals and Fowl is hereby amended to read as follows:

CHAPTER 4 – ANIMALS AND FOWL

ARTICLE I. IN GENERAL

...

Sec. 4-3 Definitions

For the purpose of this chapter, the definitions as stated in the current or latest "rabies control and eradication" rules of the Texas Department of State Health Services shall also apply, with the following exceptions and/or additions:

Animal shall mean any domestic or wild animal, including livestock, fowl, reptiles, amphibians, and wildlife, as well as dogs, cats and other creatures owned as pets.

Animal rescuer means any person operating a rescue organization or shelter must register with animal control, providing documents as may be required for proof of rescuer status, in order to fit within the exceptions to licensing and permitting in this chapter.

Animal shelter means any facility operated by the Brazoria County Health Department, a humane society, municipal agency, or any other governmental entity or their authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

Assistance animal means an animal that is specially trained or equipped to help a person with a disability and that:

(1) Is used by a person with a disability who has satisfactorily completed a specific course of training in the use of the animal; and

(2) Has been trained by an organization generally recognized by agencies involved in the rehabilitation of persons with disabilities as reputable and competent to provide animals with training of this type.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This section does not apply to individual sales of animals by owners.

Cattery means any building, structure, enclosure premises or lot whereupon, or within which, more than four (4) cats, four (4) months of age or older, are kept or maintained for any

purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Circus means a commercial variety show featuring animal acts for public entertainment.

Commercial animal establishment means a commercial agricultural enterprise, including, but not limited to, any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition, petting zoo or kennel or cattery.

Community Cat means a free-roaming cat that may or may not be feral.

Confined or confinement shall mean confined within a building or home, or within a fenced yard or premises, so that the animal cannot escape from said building, house or fenced yard or premises without human assistance.

Ear-tipping means trimming the tip of the left ear (the universal sign a cat is fixed).

Feral cat means a cat that: (1) Is born in the wild or is the offspring of an owned or feral cat and which is not socialized; (2) Is a formerly owned cat that has been abandoned and is no longer socialized.

Fowl shall mean chickens, turkeys, pheasants, ducks, geese, pigeons, Psittacine birds, Passerine birds, Piciform birds and, without limitation by enumeration, all similar domestic birds and poultry, whether are kept for use or pleasure.

Gender means the species of an animal, which shall include both the male and female gender, unless otherwise specified.

Grooming shop means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

Inhumane treatment means any treatment to any animal which deprives the animal of necessary sustenance, including food, water or protection from weather, or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating or teasing, or other abnormal treatment as may be determined by the city's animal control officer, code enforcement officer or a law enforcement officer.

Intact/unsterilized animal means an animal that has not been spayed or neutered.

Kennel means any building, structure, enclosure or premises or lot where more than four (4) dogs or more than four (4) cats over the age of four (4) months are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Micro-chip means a computer chip that is preprogrammed with a unique alphanumeric combination code which is inserted into the animal.

Nuisance, for purposes of this article, means conduct by stray or feral cats that cause property damage, injury to persons, or disturb the peace. Stray or feral cats may create a nuisance by: (1) Habitually or continually howling, crying, or screaming; (2) Habitually and significantly destroying, desecrating, or soiling property against the wishes of the owner of the property; or (3) Causing significant damage to natural resources.

Owner means any person, partnership or corporation owning, keeping or harboring one (1) or more animals.

Person means any individual, partnership, firm, public or private corporation, association, trust or estate.

Pet shop means any person, corporation or partnership, except for a licensed kennel, that buys, sells or boards any species of animals.

Quarantine means complete and total isolation in such a place and in such a manner and for a period of time as may be prescribed by this chapter.

Riding school or stable means any place which has available for hire, boarding and/or riding instruction for any horse, pony, donkey, mule or burro.

Run at large, running at large, or at large means any canine, feline or animal, livestock or fowl, not under direct physical (not verbal) control of its owner or keeper, on the streets, sidewalks, or other public or private places. It shall be presumed that any animal found "running at large" was permitted or allowed to do so by the owner or keeper thereof.

Shelter manager means the manager of the Alvin Animal Adoption Center or their designee.

Sponsor is a person or group approved and authorized by the animal shelter or department that agrees to comply with the requirements of this article for sponsors and provides written notice to the animal shelter or department that it will serve as a sponsor.

Stray cat means a cat that is regularly off the property of the owner, is not under the physical control and restraint of the owner and is not regularly provided with food by its owner.

Swine means both hogs and pigs.

T.D.S.H.S. means the Texas Department of State Health Services.

TNR means Trap, Neuter and Return the cat to its original location.

Unprovoked, with respect to an attack by an animal, means that the animal was not hit, kicked or struck by a person with an object or part of a person's body nor was any part of the animal's body pulled, pinched or squeezed by a person.

Veterinarian shall mean a person licensed to practice veterinary medicine in the state.

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious or dangerous animal means:

- (1) Any animal which because of its physical nature and vicious propensity is capable of inflicting serious physical harm or death to human beings and would constitute a danger to human life or property;
- (2) Any animal which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals;
- (3) Any animal certified by a Doctor of Veterinary Medicine, after observation thereof, as posing a danger to human life, animal life or property upon the basis of a reasonable medical probability;
- (4) Any animal that commits an unprovoked attack on a person or animal on public or private property; or
- (5) Any animal that attacks or threatens to attack a person.

Wild and exotic animals mean any mammal, amphibian, reptile or fowl, or any hybrid thereof, which is of a species which is wild by nature, and of a species which, due to size, vicious nature or other characteristic is dangerous to human beings. Such animals shall include, but not be limited to, lions, tigers, leopards, panthers, lynxes, wolves, raccoons, skunks (whether deodorized or not), apes, gorillas, monkeys of a species where average adult weight is twenty (20) pounds or more, foxes, elephants, rhinoceroses, alligators, crocodiles, and all forms of poisonous reptiles and any other animal that is not indigenous to Brazoria County. The term "wild animal," as used in this chapter, shall not include gerbils, hamsters, guinea pigs, mice or rabbits.

Zoological park means any facility, other than a pet shop or kennel, which displays or exhibits one (1) or more species of non-domesticated animals, operated by a person, partnership, corporation or government agency.

Sec. 4-4. Limitation on number of dogs and cats.

- (a) No owner shall possess, harbor or keep more than four (4) dogs or four (4) cats, or any combination of four (4) dogs and cats in or about any single-family residence, building or lot, over the age of four (4) months except for a kennel, cattery or veterinary facility.
- (b) No owner shall possess, harbor or keep more than two (2) dogs or two (2) cats, or any combination of two (2) dogs and cats in or about any single-family unit in any multiple housing building, building or lot, over the age of four (4) months except for a kennel, cattery or veterinary facility.

The limitation of this section as to the number of dogs and cats shall not apply when the premises on which such animals are possessed, harbored or kept as permitted under a kennel or animal

rescuer permit or maintained as a TNR feral cat colony as described in this chapter.

...

Sec. 4-11. Running at large prohibited.

No owner or keeper of any animal shall permit or allow such animal to run at large within the limits of the city. All animals shall be controlled by leash, restriction within a fence, or by enclosure within a vehicle or container.

Feral cats documented as part of a TNR colony registered as prescribed in this chapter shall not be considered running at large.

...

Sec. 4-16. Quarantine of suspected rabid animals

...

- (b) The owner, keeper, TNR Sponsor or person in charge of any animal that has rabies, or that has been exposed to rabies, or that has symptoms thereof, or that has bitten, scratched or otherwise attacked any person or other animal or that is in quarantine as a rabies suspect within the city shall, on demand, turn over said animal to the animal control officer.

...

Sec. 4-17. Releasing or dumping of animals.

- (a) It shall be a violation of this chapter for any person to dump, release or abandon any animal, whatsoever on any property, whether public or private, within the city. Releasing an animal trapped as part of a TNR colony back into the colony by the TNR sponsor shall not be considered dumping.
- (b) It shall be a violation of this chapter for any person to surrender an animal to the City Animal Control by providing false information or deceit.
- (c) Any person having knowledge of an animal which has been or is believed to have been dumped, released or abandoned shall so notify the animal control officer and shall give all pertinent information including description and location of animal and the name, address, car license number, or any other information or description of the person who dumped, released or abandoned the animal, if known.
- (d) Any person who keeps, harbors, feeds, shelters or otherwise allows any stray animal or any animal which has been dumped, released or abandoned to remain on his property or allows or permits egress or ingress for three (3) or more days without notifying the Animal Control Officer shall hereby be deemed the owner of said animal.

...

ARTICLE V. – TRAP, NEUTER, RETURN (TNR) PROGRAMS

Sec. 4-57. - Nuisance.

- (a) A stray or feral cat causing a nuisance may be impounded.

- (b) A property owner may take measures to abate a nuisance caused by a stray or feral cat on the owner's private property in a humane manner.

Sec. 4-58. - Congregations of unconfined and unregistered stray cats.

- (a) It is unlawful for any person to intentionally cause, suffer or permit the maintenance of an attractive environment for the assembly of a congregation of unconfined and unlicensed stray cats by the placement of cat food.

For purposes of this section a "congregation of unconfined and unregistered stray " means any four (4) or more cats which:

- (1) May, of their own volition, enter or leave the property on which the food is placed;
 - (2) Are not microchipped pursuant to this chapter; and
 - (3) Are not part of a trap, neuter, and return program.
- (b) For purposes of this section, "cat food" means any commercially prepared cat food or any other food item or product that is subject to consumption by cats.
 - (c) It is an affirmative defense that the cats were free-roaming and that the person placed the food solely for the purpose of apprehending cats and:
 - (1) Delivering them to the Alvin Animal Adoption Center (AAAC);
 - (2) Delivering them to an animal humane organization;
 - (3) Delivering them to a licensed veterinarian for sterilization as part of a trap, neuter and return program; or as part of an approved and monitored program to prevent the estrus cycle in free-roaming females until sterilization

Sec. 4-59. - Trap Neuter Return (TNR).

Trap, neuter, and return program means a program approved by the director in which feral cats are humanely trapped, evaluated, vaccinated, sterilized, and marked by an identifying notch in the left ear by a veterinarian or other authorized personnel and returned to the trap location or other area approved by the director under the supervision of a sponsor. The animal care and control agency may promote:

- (a) The reduction of euthanasia of animals for which medical treatment or adoption is possible; and
- (b) The utilization of trap, spay, neuter or other sterilization techniques and return practices as a means of controlling the feral cat population.

Sec. 4-60. – TNR Sponsor Responsibilities.

TNR program sponsors must register colonies with the AAAC. Sponsors must maintain records, available to AAAC personnel upon request, on all cats within their colony/colonies to include, at minimum:

- (a) Clear photo
- (b) Proof of sterilization
- (c) Proof of rabies vaccination
- (d) Microchip number

(e) Colony Location

The following is required to release a cat into a colony:

- (a) Sterilization to include ear-tipping
- (b) Rabies vaccination
- (c) Microchip registered to the TNR colony sponsor

Feeding must be done in disposable or cleanable containers and only during daylight hours to prevent attraction of other wildlife such as raccoons and opossums. Food may not be left out overnight.

If trapping or feeding on private property, sponsors must have permission to utilize the property for those purposes.

Sec. 4-61 - Enforcement.

The department or its designee, in order to encourage the stabilization of the feral cat population in the city, shall have the following rights, which shall be exercised at its reasonable discretion:

- (a) The right to trap in a humane manner and remove any cats that:
 - 1) Have not been vaccinated against rabies or which are demonstrating signs of the disease;
 - 2) Are not spayed or neutered; or
 - 3) Otherwise for public health or public safety concerns.
- (b) If no issue of public health or safety exists, or if any issues of public health and safety can be addressed by the removal and relocation of the cat to another area, the department may direct a sponsor to arrange to have the cat spayed or neutered, ear-tipped, and vaccinated against rabies by a licensed veterinarian. The sponsor may then arrange for the cat to be adopted or released.
- (c) If a feral cat is demonstrating:
 - 1) Signs of having rabies;
 - 2) Has a severe illness or injury; or
 - 3) Presents a hazard to public health or to its own person, that cat may be humanely destroyed.
- (d) The director or designee has the right to remove or to direct a sponsor to remove a feral cat that is creating a nuisance, if, within ten (10) days, the sponsor failed to adequately resolve a nuisance or to comply with the director's direction with respect to correcting the nuisance. If the sponsor fails to correct the nuisance, the director shall have the right to remove the cat.
- (e) No cat shall be released into or adjacent to an established nature preserve or in a habitat where known endangered or listed species reside or breed.

Sec. 4-62 – Penalty.

A person who violates any provision of this section may be deemed guilty of a Class C misdemeanor and, upon conviction, shall be punished in accordance with Section 1-5 of the Code of Ordinances of the City of Alvin, as may be amended. Each day that a violation continues shall

constitute a separate offense.

Section 2. That except as amended, herein all other provisions found in Chapter 4 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. Penalties. Any person, firm, entity, or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with Section 1-5 (General Penalty; Continuing Violations) of the Code of Ordinances of the City of Alvin, Texas, with a fine not to exceed five hundred dollars (\$500.00). Each day a violation continues shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its final passage, except that any provision of this Ordinance imposing a penalty, fine, or forfeiture shall take effect ten (10) days after the date of publication as required by the City Charter.

Section 7. Publication. The City Secretary of the City of Alvin is hereby directed to publish the caption of this Ordinance, including the penalty provision, in one issue of the official City newspaper as required by the City Charter.

PASSED and APPROVED on the 7th day of May 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider the Mayor's appointment of Mayor pro-tem.

Type of Item: Action Item

Summary: Per Article II, Section 8 of the City's Code of Ordinances, the first regular meeting following the election of members of Council, the Mayor shall appoint one of its members as Mayor Pro Tem, subject to approval by the Council. The Mayor Pro Tem shall serve for one year and shall act as Mayor during the absence or disability of the Mayor, and shall have power to perform every act the Mayor could perform if present.

Council member DeKeyzer is the current Mayor Pro-tem.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
Legal Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____
	Date Completed: _____

Supporting documents attached:
None

Recommendation: Move to approve the Mayor's appointment of City Council member _____ to serve as Mayor Pro-tem.

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

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



AGENDA COMMENTARY

Meeting Date: 5/7/2026

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider an appointment to fill one (1) unexpired term on the Alvin Parks and Recreation Board.

Type of Item: Action Item

Summary: Jerry Persefield submitted his resignation from the Alvin Parks and Recreation Board for his term ending December 31, 2026.

With the resignation of Mr. Persefield, there will be six (6) members on the Board. The Alvin Code of Ordinances states that the Parks and Recreation Board shall consist of seven to nine (7-9) members. An appointment is necessary for this Board to comply with the City's Code of Ordinances, which mandates a minimum of seven members.

Current members are Justin Gatlin, Ian McKee, Milton Morgan, Robyn Moore, Brandi Wyatt and John Stone. It is helpful to have an odd number on boards and commissions to circumvent tie votes.

The following have applied to serve on this board for the remainder of the term ending in December 2026:

- Jeremy Dwyer
- Brenda Garcia
- Michelle Graham
- Lina Lozano
- Marissa Salazar

A detailed spreadsheet with applicant information is included in the council packet.

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:** _____
Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

1. Parks Board Vacancy Applicants

Recommendation: Move to appoint _____ to fill an unexpired term on the Alvin Parks and Recreation Board.

Recreation Board through December 2026.

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

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

Parks Board Member Appointment - May 7, 2026



Name	Board applying for	Present for 11/13/26 Interview	Interview/Application Notes
Dwyer, Jeremy	Parks	No	I have been in emergency services since 2014. I have a lot of emergency management Certs, heavy equipment experience, dirt and land work experience and supervisor experience. Feel free to put me where 11 would be useful. I was on the Galveston County cert team for a while and moved into emergency management. All of which was volunteer. I currently holding an emergency management positions for the city Of Liverpool, which is all volunteer as well
Garcia, Brenda	Parks	Yes	Has served on Advisory Committee for Amoco. Volunteers for Communities in Schools and in training to be a CASA Advocate Volunteer. Is a current YET Mentor through AISD. Works in software development in the oil/gas industry with a Masters degree in Finance. Can participate in evenings as she works full time. Willing to serve anywhere.
Graham, Michelle	Parks	No, email sent	I worked on local government for over 21 years before transitioning to a role as a consultant. Even in my current role, my clients are all local government. I have a Masters degree in Therapeutic Recreation. My tenure in local government consisted of serving in multiple roles in Parks and Recreation as well as Human Resources. I have volunteered with local non-profits for many years including therapeutic riding programs and youth mentoring.
*Lozano, Lina	Parks	Yes	Previously worked for INEOS. Knows many small business owners. Hopes to help develop more seasons of sports/activities at the Rec Cntr. Will serve wherever there is a need.
Salazar, Marissa	Parks	Yes	Her husband (Julio Salazar) just completed the 2025 Citizens Academy. She works on marketing and social media. Schedule is flexible. She volunteers as a YET mentor and Campus Life at Alvin HS. 4-yr resident of Alvin. Is willing to serve wherever needed.

* Indicates Graduate of Citizens Academy