

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Meagan DeKeyzer, District E
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, July 16, 2026

7:00 PM

(Council Chambers)

Alvin City Annex, 302 West House, 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. The Alvin City Annex is wheelchair accessible, with accessible entry available at the front entrance of the building.

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, **JULY 16, 2026**, at 7:00 PM in the Council Chambers at: the Alvin City Annex Building, 302 West House, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamation — Alvin Lions Club 90th Anniversary.
- B. Police Department Annual Departmental presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the June 4, 2026, City Council meeting minutes.
- B. Consider authorizing the City Manager to negotiate agreements for (i) employee medical, dental, and pharmacy insurance; (ii) employee life and accidental death and dismemberment insurance; (iii) employee vision insurance; (iv) employee long-term disability insurance; and (v) ancillary products for employees.
- C. Consider a final plat of Parkside Trails, a Planned Unit Development, a subdivision of 25.681 ac. / 1,118,655 Sq. Ft. situated in the H.T. & B.R.R. Co. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.
- D. Acknowledge receipt of Delinquent Tax Roll July 2026.
- E. Acknowledge receipt of the Fiscal Year 2026 Capital Improvement Program Quarterly Report.

6. OTHER BUSINESS

- A. Consider a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$36,042 to BC Auto Repair, located at 2301 South Gordon Street, Alvin, Texas, for improvements to the site, and authorize the Mayor to sign the agreement.

- B. Consider Ordinance 26-L, releasing approximately 103.57 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.
- C. Consider a Pipeline License Agreement with BNSF Railway Company, for the construction of an 8-inch sanitary sewer force main inside an 18-inch steel casing, across BNSF's 100-foot wide railroad right-of-way as described in the Pipeline License agreement; and authorize the City Manager to sign the Agreement.
- D. Consider Ordinance 26-K, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to remove the adoption of the 2024 International Energy Conservation Code appendices, as published by the International Code Council, Inc.; providing a severability clause, and an effective date.
- E. Discuss and consider the Traffic Signal Controller Cabinet Wrap Project, including the selected artwork concepts and proposed cabinet locations; authorize staff to submit the required TxDOT agreement package; authorize the Mayor to execute the TxDOT agreement; and authorize installation of the proposed artwork on the City-owned traffic signal controller cabinet.
- F. Consider Ordinance 26-M; amending Ordinance No. 25-W, passed and approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the Parks Dedication and Capital Project 321 Funds by \$597,285 to fund the demolition of the existing and construction of a new restroom and storage building at Morgan Park; providing for severability; and providing for other matters related thereto.
- G. Consider an agreement with Horizon International Group through the Choice Partners Cooperative Purchasing Network, to demolish the existing restroom/storage building at Morgan Park and construct a new restroom/storage building in an amount not to exceed \$597,285; and authorize the City Manager to sign the agreement.
- H. Receive and acknowledge receipt of the proposed City of Alvin Budget for the Fiscal Year 2026-2027 (FY27) and set a public hearing to receive comments on the proposed FY27 Annual Budget for the regular City Council meeting scheduled for Thursday, August 20, 2026, at 7:00 p.m.
- I. 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.

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

- A. **Section 551.074** of the Texas Government Code: Deliberation on the appointment,

employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

10. RECONVENE TO OPEN SESSION

- A. Consider an employment agreement for the City Attorney.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the Recreation Center bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website:

www.alvin.gov, in compliance with Chapter 551, Texas Government Code, on **THURSDAY July 9th, 2026 at 5:45 p.m.**



_____/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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

City of Alvin Taxpayer Impact Statement

For Fiscal Year Ending, September 30, 2026

Required under Texas Government Code Sec. 551.043 as amended by House Bill 1522, effective September 1, 2025.

This notice informs taxpayers of the potential impact of the proposed budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the proposed tax rate.

1. Average Taxable Homestead Value:

Prior Year (FY 2024-2025)	\$200,652
Current Year (FY 2025-2026)	\$206,031

2. Tax Rates:

Prior Year Tax Rate (FY24-25)	\$0.685000 per \$100 valuation
No-New-Revenue (FY25-26)	\$0.700635 per \$100 valuation
Tax Rate (FY25-26)	\$0.685000 per \$100 valuation

3. Annual Tax Bill Calculations:

Scenario	Tax Rate	Est. Tax Bill	Difference from No-New Revenue
Prior Year (FY24-25)	\$ 0.685000	\$1,374.47	(\$69.06)
No-New Revenue (FY25-26)	\$ 0.700635	\$1,443.53	-----
Current Budget (FY25-26)	\$ 0.685000	\$1,411.31	(\$32.22)

Calculations:

- Prior Year Tax Bill = $(\$200,652 \div 100) \times \$0.685000 = \$1,374.47$
- No-New-Revenue = $(206,031 \div 100) \times \$0.700635 = \$1,443.53$
- Current Tax Bill = $(206,031 \div 100) \times \$0.685000 = \$1,411.31$

City of Alvin Fiscal Year 25-26 Adopted

Budget: <https://www.alvin.gov/DocumentCenter/View/2643/FY-2025-2026-Annual-Budget-PDF>



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Alvin Lions Club was established on August 8, 1936, and for ninety years has exemplified the spirit of volunteerism and community service through humanitarian efforts, charitable fundraising, and support of local organizations; and

WHEREAS, the Alvin Lions Club has improved the lives of countless individuals by providing eyeglasses for children and adults in need, supporting the Texas Lions Camp, participating in eyeglass recycling programs, and awarding approximately \$100,000 in scholarships to local students; and

WHEREAS, as the longest-serving civic organization in Alvin, with 55 active members, the Alvin Lions Club has made a lasting impact on our community through its dedication to service, leadership, and commitment to helping others;

WHEREAS, the City of Alvin recognizes the tremendous contributions of the Alvin Lions Club and celebrates its legacy of service, compassion, and commitment to improving the lives of others.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council do hereby proclaim August 8th, 2026, as:

Alvin Lions Club Day

in the City of Alvin, Texas, and encourage all citizens to join in celebrating the Alvin Lions Club's ninety years of service and its continued contributions to the Alvin community.

WITNESS my hand and seal this
16th day of July 2026.

Gabe Adame, Mayor

Alvin Police Department

Chief Robert E Lee



Alvin Police Department

- 63 Sworn officers authorized (2 in the academy, 11 in Field Training, 0 current openings)
- 10 Licensed telecommunication officers, including supervisor (1 opening)
- 6 Detention Officers (1 opening)
- 4 Records clerks
- 1 Crime victim liaison
- 1 Payroll clerk/recognition manager
- 1 Executive secretary
- 8 Alvin Animal Adoption Center (including supervisor) (1 current opening)

Alvin Police Department

- In calendar 2024 the Department:
 - Answered 31,570 Calls for service (includes 15,057 traffic stops)
 - With Fire, EMS and Animal Control CFS 40,817
 - Received 13,687 911 calls
 - Completed 2,554 reports
 - Completed 662 crash reports (1,194 in CAD)
 - Made 1,417 arrests
- In 2025
 - Answered 32,443 Calls for service (includes 14,853 traffic stops)
 - Fire, EMS and Animal Control CFS 40,881
 - Received 13,108 911 calls
 - Completed 3,331 reports
 - Completed 664 crash reports (1,133 in CAD)
 - Made 1,324 arrests

Alvin Police Department

- We are partnering with the Gulf Coast Center:
 - To provide additional mental health and de-escalation training to our officers.
 - In continuing a pilot project of virtual telehealth crisis intervention services.
 - In future may be implementing a program for “Warm” hand-offs of mental health calls that are not public safety risks (currently waiting on training to be provided by GSC).

Alvin Police Department

- ALIGNED Program Partnership with MyCHN a 50/50 partnership
 - Works in conjunction with our Mental Health Detective to provide follow-up support
 - Liaisons with the Gulf Coast Authority to “fill in the gaps” of what the two programs can provide.
 - Recently expanded this program to include monthly homeless outreach.
 - Lake Jackson has started a program to mirror ours.
 - The new program name has been in conjunction with a press release about the program and a new launch page for the program.

<https://mychn.org/aligned-program-bridging-the-gap/>

Alvin Police Department

Aligned Program

A Partnership for a Healthier Community

Alvin Police Department

Bridging the Gap for a Healthier Community

The Aligned Program is a partnership between the Alvin Police Department (APD) and MyCHN designed to bridge the gap and help individuals experiencing mental health or substance use challenges connect with the care they need.

This program focuses on **support, intervention, and connection to services**, helping individuals in the community receive treatment instead of unnecessarily entering the criminal justice system.



English

Alvin Police Department

How the Program Works

When Alvin Police Department officers encounter someone who may benefit from mental health services, they can submit a referral through the Aligned program.

From there:

- ✓ 1. The case is reviewed by Detective Humbird of the Alvin Police Department.
- ✓ 2. The individual is assessed to determine whether they are currently receiving behavioral health care.
- ✓ 3. If needed, they are connected with appropriate providers such as MyCHN's Crisis and Behavioral Health Team or other community partners.

The goal is simple: link individuals to care they may not seek out on their own. By connecting people to therapy, treatment, or medication when needed, the program helps reduce repeat crises and repeated calls for service.

English



Alvin Police Department

Who the Program Helps

- ✓ Children and adolescents
- ✓ Adults and seniors
- ✓ Individuals experiencing mental health crises
- ✓ Individuals struggling with substance use
- ✓ Community members who may need support but are unsure where to turn

Referrals ▼

Alvin Police Department

- Mental Health Officer Certifications
 - ALL patrol officers who are eligible have been certified as Mental Health Officers.
 - As officers become eligible, they are scheduled for the certification classes.

Alvin Police Department

- TCOLE Training Provider
 - We, finally, received notification that TCOLE approved our application to become a Contract Training Provider. The Chief has signed the required contract with TCOLE and as of July 1, 2025, we are officially a training provider.



Alvin Police Department

- FLOCK Safety Cameras
 - Stationary ALPR cameras (Automated License Plate Reading)
 - 26 at various locations around the City
 - We also have access to 4 cameras from Mud 36 (Kendall Lakes)
 - 8 AISDPD cameras (2 are in the city)
 - Home Depot cameras, here in the City and nationwide
 - Significant number of all FLOCK cameras nationwide.
 - Compare plates to “Hot Lists” and NCIC/TCIC Stolen/wanted vehicle databases
 - Alerts PD, on average, in less than 20-seconds from time of “hit”

Alvin Police Department

Some 2025 stats:

- Located a missing person from Houston (97 years old)
- Recovered several stolen vehicles – one of the vehicles had just been taken from Texas City on the date it was located and was part of an arson investigation.
- Identified suspect vehicle from aggravated assault and were able to locate suspect at his residence and place him in custody.
- Recovered more than \$50,000 in total property value. (1st 6-months)
- Avg ~175,000 plate reads daily*

Axon in-car cameras in marked units are all ALPR

*increase of almost 45,000 daily reads over 1st half of 2024 and increase of 20,000 over 2024 avg.

Alvin Police Department

Accreditation

We were re-accredited in 2024 and recognized at the 2025 TPCA Conference in Galveston.

This was our 3rd time being awarded Accreditation status. (2016, 2020, 2024)
In 2028 we will go through the process again.



Alvin Police Department

Programs

- Citizens Police Academy
- Coffee with Cops
- Safe Transaction Zone
- Chaplain Program
- Citizens Patrol
- Radar Signs/trailer

Alvin Police Department

- NIBRS is an incident-based reporting system in which law enforcement collects data on each crime occurrence. Designed to be generated as a byproduct of local, state, and federal automated records systems. NIBRS collects data on each incident and arrest within 22 crime categories made up of 46 specific crimes called Group A offenses. For each of the offenses coming to the attention of law enforcement, various facts about the crime are collected. In addition to the Group A offenses, there are 10 Group B offense categories for which only arrest data are reported.

Alvin Police Department

- Group A offenses include:
 - Crimes Against Persons
 - Murder
 - Sexual assault
 - Aggravated assault
 - Simple Assault
 - Human Trafficking

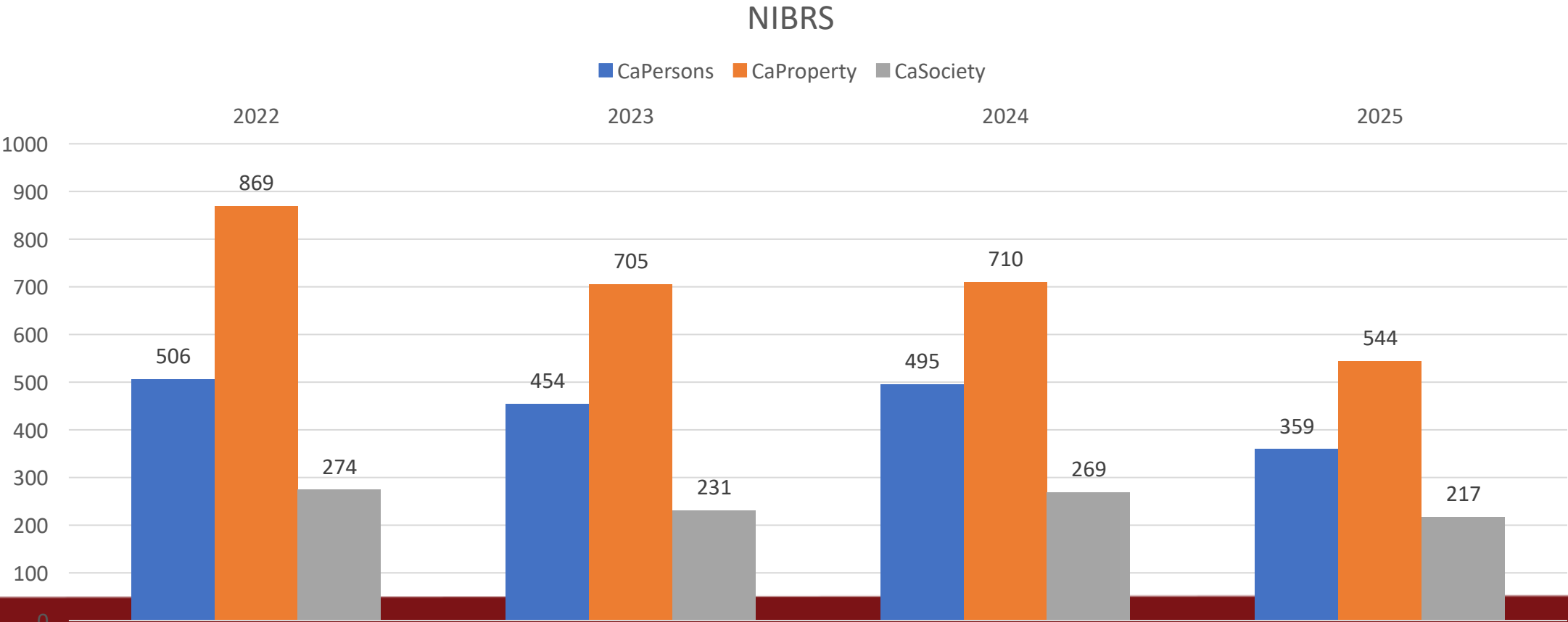
Alvin Police Department

- Group A offenses include:
 - Crimes Against Property
 - Robbery
 - Arson
 - Burglary
 - Theft/Larceny

Alvin Police Department

- Group A offenses include:
 - Crimes Against Society
 - Drugs
 - Gambling
 - Prostitution
 - Weapons Offenses

Alvin Police Department



Alvin Police Department

Group A NIBRS increase/decrease by Year

2023 – 2022	15.7% decrease
2024 – 2023	5.6% increase
2025 – 2024	24% decrease

Alvin Police Department

Chief Lee has been asked to serve a 2nd term (3-years) on the IACPs Police Administration Committee.

On June 9, 2026, the Brazoria County Commissioners Court established a Brazoria County Criminal Justice Coordinating Council (CJCC). The purpose of this council is to support data-informed, cross-system strategies that improve coordination, effectiveness, and outcomes across criminal justice and health systems in Brazoria County.

Chief Lee has been selected to fill the position on the CJCC as the representative of all local law enforcement agencies in Brazoria County.

Alvin Police Department

Questions?

**MINUTES
CITY OF ALVIN, TEXAS
302 WEST HOUSE STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, JUNE 4, 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 the Alvin City Annex, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Ashley Davis, Richard Garivey, Meagan DeKeyzer, Scott Salter, Chris Vaughn and Martin Vela.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Nick Newell, Chief Information Technology Officer; Kendall Hunting, Fire Chief, and Tim Hubbard, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Kurt Wise of Alvin Bible Church gave the invocation. Texas Representative Jeff Barry led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Alvin Police Department presentation and pinning of successful promotional candidates. Officer Trace Darnell will be promoted to Specialist/Corporal, Corporal Jason Cleere will be promoted to Sergeant and Sergeant Jay Jackson will be promoted to Lieutenant.

Captain Tim Hubbard presented the promotion of Officer Trace Darnell to the Civil Service Rank of Specialist/Corporal, Corporal Jason Cleere to the rank of Sergeant and Sergeant Jay Jackson to the rank of Lieutenant. All promotional candidates were accompanied by family and friends.

Proclamation — Honoring Alvin ISD Superintendent, Carol Nelson.

Mayor Adame proclaimed June 4th 2026 as Carol Nelson Day and formally issued the proclamation to Ms. Nelson who was accompanied by family and friends.

Proclamation — Parks & Recreation Month; July 2026.

Mayor Adame proclaimed the month of July as Parks & Recreation Month and formally issued the proclamation to members of the Parks & Recreation team who were in attendance.

Parks and Recreation Annual Departmental Presentation.

Dan Kelinske, Director of Parks and Recreation, delivered the annual Parks and Recreation Departmental presentation to City Council.

PUBLIC COMMENT

Helen Blankenburg presented comments regarding flooding on Stadium Drive.

Jay Rudolph presented comments regarding a transparency pledge in reference to AI Data Centers.

PUBLIC HEARING

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 age children ages five (5) through thirteen (13).

Mayor Adame opened the public hearing at 7:32 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:33 p.m.

CONSENT AGENDA

Consider approval of the May 7, 2026, City Council meeting minutes.

Consider the cancellation of the June 18, 2026, City Council Meeting.

All non-emergency City Offices will be closed in observance of the Juneteenth holiday.

Consider the cancellation of the July 2, 2026, City Council Meeting.

All non-emergency City Offices will be closed in observance of the July 4th holiday.

Consider Ordinance 26-G, 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.

This is an annual review and adoption of an ordinance for Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department. The Parks and Recreation Board discussed and recommended approval at the April 7, 2026 regular meeting. Ordinance 20-K was the original ordinance adopted by City Council on April 16, 2020, and since then, has been superseded by Ordinance 22-HH, Ordinance 23-I, Ordinance 24-P and Ordinance 25-M.

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-led learning, crafts and physical activity, as well as lunch and snacks provided. The primary location is the Alvin Recreation Center, located at 3201 TX-35.

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 notifying parents that the program is not licensed by the state and cannot be advertised as a child-care facility. Ordinance 26-G will formally replace Ordinance 25-M, meeting the state requirements.

City Council called the public hearing at their last regular meeting held on May 7, 2026, for June 4, 2026, at 7:00 p.m. The public hearing notice for this Ordinance was published in the Alvin Sun and has been posted on the City's website as required by law. Staff recommends adoption of Ordinance 26-G.

Consider an award of Bid (B-26-04) to Horticare Landscape Management, for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds for the remaining months of fiscal year 2026 beginning July 1, 2026, through September 30, 2026, in an amount not to exceed \$115,395 and for the entire twelve (12) month fiscal year 2027 beginning October 1, 2026, through September 30, 2027, in an amount not to exceed \$334,045; and authorize the City Manager to sign the agreement.

Mowing contracts B-24-06 and B-24-05 with Landscape Professionals of Texas were terminated as of 5/6/2026. City staff began mowing the contracted locations 5/7/2026 until the newly awarded contractor begins 7/1/2026. Funds remaining from the previous two mowing contracts will be used to cover the remaining months of this fiscal year, July 1, 2026, through September 30, 2026.

Manicured mowing bid # B-26-04 (a combined scope of work from previous bids B-24-06 and B-24-05) was advertised on April 26, 2026, and May 3, 2026. Bids were opened May 12, 2026, and Horticare Landscape Management provided the lowest annual price/best value bid of \$334,045.

Staff recommends awarding this manicured mowing agreement for an initial time of fifteen (15) months not to exceed the total amount of \$449,440. This total includes the remaining three (3) months of fiscal year 2026 (July 1, 2026, through September 30, 2026) in the amount of \$115,395 and the first full fiscal year 2027 (October 1, 2026, through September 30, 2027) in the amount of \$334,045. Bid

Tabulation for bid # B-26-04:

B-26-04					
Manicured Mowing					
Company Name	Section A Total	Section B Total	Section C Total	Section D Total	Grand Total
LG Lawn Service	\$31,980.00	\$137,100.00	\$47,580.00	\$231,270.00	\$447,930.00
Houston GroTech	\$27,833.00	\$133,828.50	\$60,820.50	\$114,211.50	\$336,693.50
Horticare	\$25,870.00	\$103,230.00	\$31,200.00	\$173,745.00	\$334,045.00

Consider Addendum No. 1 for a one (1) year renewal agreement with PVS DX INC., to provide Chlorine for one (1) year at the same price and conditions; and authorize the City Manager to sign the Addendum upon legal review.

Chlorine gas is used at water wells for the disinfection of drinking water before entering the distribution system for consumption. Chlorine is required by the TCEQ for the disinfection of drinking water. On July 1, 2025, bids were opened and PVS DX Inc., was the selected bid with the following rates: \$249.00 per 150-lb cylinder and \$2,239.00 per one-ton cylinder. This company currently provides satisfactory service, product, and customer service to the City of Alvin. This addendum is the 1st renewal. Staff recommends approval.

Consider accepting the resignation of John Burkey from the Civil Service Commission.

On May 19, 2026, the Assistant City Manager received the resignation of John Burkey from the Civil Service Commission. Mr. Burkey has been on the Civil Service Commission from its inception, having been appointed through the adoption of Resolution 22-R-29 for a term ending on December 31, 2026. Advertisements (social media, print, website) have already begun in an effort to find a replacement for this vacancy.

Council member Moore 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

Consider Resolution 26-R-25, of the Alvin City Council expressing opposition to the construction and development of data centers within the City limits of the City of Alvin until additional information, impact analysis, and regulatory considerations can be evaluated; and providing for other matters related thereto.

This item is on the agenda at the request of Mayor Adame. Recent interest in the development of large-scale data center facilities in the City's extraterritorial jurisdiction (ETJ) including other areas located within Brazoria County, has prompted discussion regarding the potential impacts such developments may have on municipal infrastructure, utilities, public services, land use compatibility, and long-term community planning.

Data centers can require significant electrical capacity, water usage, wastewater infrastructure, drainage accommodations, and transportation access depending on the scale and operational demands of the facility. As the City of Alvin continues to experience growth and implement its long-term strategic and comprehensive planning initiatives, there is a desire to further evaluate the potential impacts associated with this type of development prior to considering support for such projects within the City limits.

The proposed resolution formally expresses the City's opposition to the construction and development of data centers within the City limits until additional information, analysis, and policy considerations can be evaluated. The resolution does not establish a permanent prohibition or regulatory ban but serves as a policy statement reflecting the City Council's current position and desire for additional review before moving forward with future consideration of such developments.

The proposed resolution is consistent with the City's emphasis on responsible growth, infrastructure planning, sustainability, and preservation of community character as identified in the City's Strategic Plan and Comprehensive Plan.

Mayor Adame briefly presented this item before City Council with explanation. Council member DeKeyser stated that the City Council is committed to reviewing all relevant data and information before making informed decisions on matters brought before them and, when necessary, will defer action to allow for additional review. She noted that the resolution serves to acknowledge community concerns and demonstrate that City Council is listening to residents. She further stated that, given the significant potential impact of a data center on the community, City Council would not make a decision on such a project without

first obtaining and thoroughly evaluating all pertinent information. Council member Salter thanked Mayor Adame for placing the resolution on the agenda and stated that he believed it was important to keep the community informed regarding the proposed data center sites under consideration in the area. He noted that development within the city limits and extraterritorial jurisdiction can present challenges when zoning regulations are not in place and emphasized the public's interest in being informed about projects of significant scale. He stated that he received substantial public feedback following the release of information regarding the proposal and appreciated the community's engagement on the matter. While acknowledging the importance of data centers to the economy and national infrastructure, he emphasized the need for careful consideration of their location. He expressed concerns regarding Alvin's flood-prone areas and existing water-related challenges and stated his support for the resolution is based on his belief that a facility of this nature would not be an appropriate fit for the community. Council member Vela concurred with the comments made by members of City Council this evening, noting that, as policymakers, City Council routinely faces challenges related to development, infrastructure, and emerging industries. He stated that, due to Alvin's location within a rapidly growing region and the limitations imposed by state law, certain development decisions may be beyond the direct control of the City Council. He encouraged continued communication with state legislators regarding the need for municipalities to have greater authority to protect their communities, natural resources, environment, residents, and first responders. He affirmed the City Council's commitment to providing such protections to the fullest extent permitted by law. Council member Moore provided background regarding the resolution, explaining that a developer had previously requested a meeting with City staff to discuss the potential development of a data center in the city's ETJ, with Alvin being one of several locations under consideration. He stated that the meeting request was declined, and the developer subsequently pursued opportunities in other areas. He noted that the resolution serves to reaffirm the City's position that data centers are not supported within the community. He also echoed previous comments regarding the City's limited authority in the extraterritorial jurisdiction and unincorporated county areas and reiterated City Council's commitment to acting in the best interests of Alvin residents.

Council member Salter moved to approve Resolution 26-R-25; of the Alvin City Council expressing opposition to the construction and development of data centers within the City limits of the City of Alvin until additional information, impact analysis, and regulatory considerations can be evaluated. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 26-I, releasing approximately 11.0 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 May 19, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Deena Lynn Barber Stalie, the owner of approximately 11 acres of land located at 16006 County Road 48, Rosharon, Texas, in unincorporated Brazoria County. 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. 507577 and is generally described as A0535 C M HAYS TRACT 2C2, consisting of approximately 11.0 acres. The property is currently located within the City of Alvin's extraterritorial jurisdiction, 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 July 3, 2026. Although the statute references the next governing body meeting occurring after the 30th day, staff recommends treating the 45th day following receipt as the operative

deadline in this instance due to the cancellation of regularly scheduled meetings during the applicable timeframe.

Junru Roland, City Manager, presented this item before City Council with explanation. Council member Moore reiterated his longstanding position regarding requests to release property from the City's extraterritorial jurisdiction (ETJ), noting that state law has significantly limited municipal authority over ETJ areas. He stated that, although such releases are ultimately required by law, he continues to support voting against ETJ abandonment requests in order to preserve the City's position and maintain its ability to challenge such actions in the future should state law be amended.

Council member Moore moved to approve Ordinance 26-I, releasing approximately 11.0 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; motion failed with all members present voting No.

Consider Ordinance 26-J, releasing approximately 2.798 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 May 21, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Matthew and Shelly Tiller, the owners of approximately 2.798 acres of land located at 3215 County Road 160, Alvin, Texas, in unincorporated Brazoria County. 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. 525571 and is generally described as A0223 H T & B R R TRACT 1 (MCCLURE ESTATES), consisting of approximately 2.798 acres. The property is currently located within the City of Alvin's extraterritorial jurisdiction, 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 July 5, 2026.

Junru Roland, City Manager, presented this item before City Council with explanation. Mr. Roland stated that the ordinance being proposed concerns an ETJ release request similar to the previous item considered by Council. He explained that the property owner has no plans to seek annexation into the City of Alvin and has expressed a preference to be governed solely by Brazoria County.

Council member DeKeyser moved to approve Ordinance 26-J, releasing approximately 2.798 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 Moore; motion failed with all members present voting No.

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.

No items were requested by any Council members to be placed on the upcoming agenda.

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. Mr. Roland also extended his appreciation to Nick Newell, Chief Information Technology Officer, and the Information Technology staff for their efforts

in successfully transitioning the City Council Chambers technology and meeting operations from City Hall to the new City Annex location.

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 Garivey congratulated all the Alvin Little League baseball players that made the All-Star teams, including his son.

Council member Vela mentioned the upcoming fundraiser car wash for Junior Firefighters, Saturday, June 6th, from 9-2 p.m. at the Alvin Fire Station on South Street.

Council member Salter reminded everyone to show support for the Alvin Volunteer Fire Department by registering for the annual Smoke Eater 5k Walk/Run on June 27th.

Council member DeKeyzer invited everyone to attend the Coffee and Constitution event at her office, DeKeyzer Law, on July 4th at 8:00 am to celebrate the 250th anniversary of the United States. Light refreshments will be provided.

Mayor Adame thanked everyone for coming to the meeting tonight.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:52 p.m. in accordance with the following:

Section 551.087, Texas Government Code - Economic Development Negotiations: Deliberation regarding potential Chapter 380 economic development incentive agreements with local businesses.

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 8:25 p.m.

Consider and take action, if appropriate, on matters discussed in Executive Session.

No action was taken.

ADJOURNMENT

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

PASSED and APPROVED the 16th of July 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider authorizing the City Manager to negotiate agreements for (i) employee medical, dental, and pharmacy insurance; (ii) employee life and accidental death and dismemberment insurance; (iii) employee vision insurance; (iv) employee long-term disability insurance; and (v) ancillary products for employees.

Type of Item: Action Item

Summary: In preparation for the FY 2026-27 budget, the City engaged in a comprehensive request for proposal ("RFP") process for employee health and ancillary insurance coverage. Based on the proposals received, this agenda item authorizes the City Manager to negotiate the resulting agreements to provide the best overall value to the City and eligible city employees. The following information is provided regarding the current providers and the apparent successful provider.

Coverages	Current Provider	Apparent Successful Provider
Medical & Pharmacy	Tx. Health Pool - BCBS	Tx. Health Pool - BCBS w/ Next Level
Dental	Tx Health Pool	Metlife
Vision	Tx Health Pool	Metlife
Life & AD&D	The Standard	Metlife
Long-Term Disability	The Standard	Metlife

Staff recommends approval.

Funding Expected: Revenue _ Expenditure ☒ N/A _

Budgeted Item: Yes _ No _ N/A ☒

Funding Account: _ **Amount:** _

1295 Form Required? Yes _ No ☒

Legal Review Required: N/A ☒ Required

Date Completed: _____

Finance Review Required: N/A _ Required ☒

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to authorize the City Manager to negotiate agreements for (i) employee medical, dental, and pharmacy insurance; (ii) employee life and accidental death and dismemberment insurance; (iii) employee vision insurance; (iv) employee long-term disability insurance; and (v) ancillary products for employees.

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: 7/16/2026

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Parkside Trails, a Planned Unit Development, a subdivision of 25.681 ac. / 1,118,655 Sq. Ft. situated in the H.T. & B.R.R. Co. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On May 11, 2026, the Engineering Department received a revised final plat of Parkside Trails, for review. The property is located off Fairway Drive in the City of Alvin, being a Planned Unit Development of 25.681 acres containing 87 lots, 14 reserves and 3 blocks. The master preliminary plat of Fairway Lake/Parkside Trails was approved by City Council on January 3, 2019. The final plat of Parkside Trails was previously approved by City Council on June 5, 2025. The developer is requesting to add 5 additional lots (outlined in yellow on the plat) to meet the current Planned Unit Development section of the Subdivision Ordinance.

The City Planning Commission approved the plat unanimously at their meeting on June 16, 2026.

Staff recommends approval of the plat.

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. Parkside Trails Plat
-

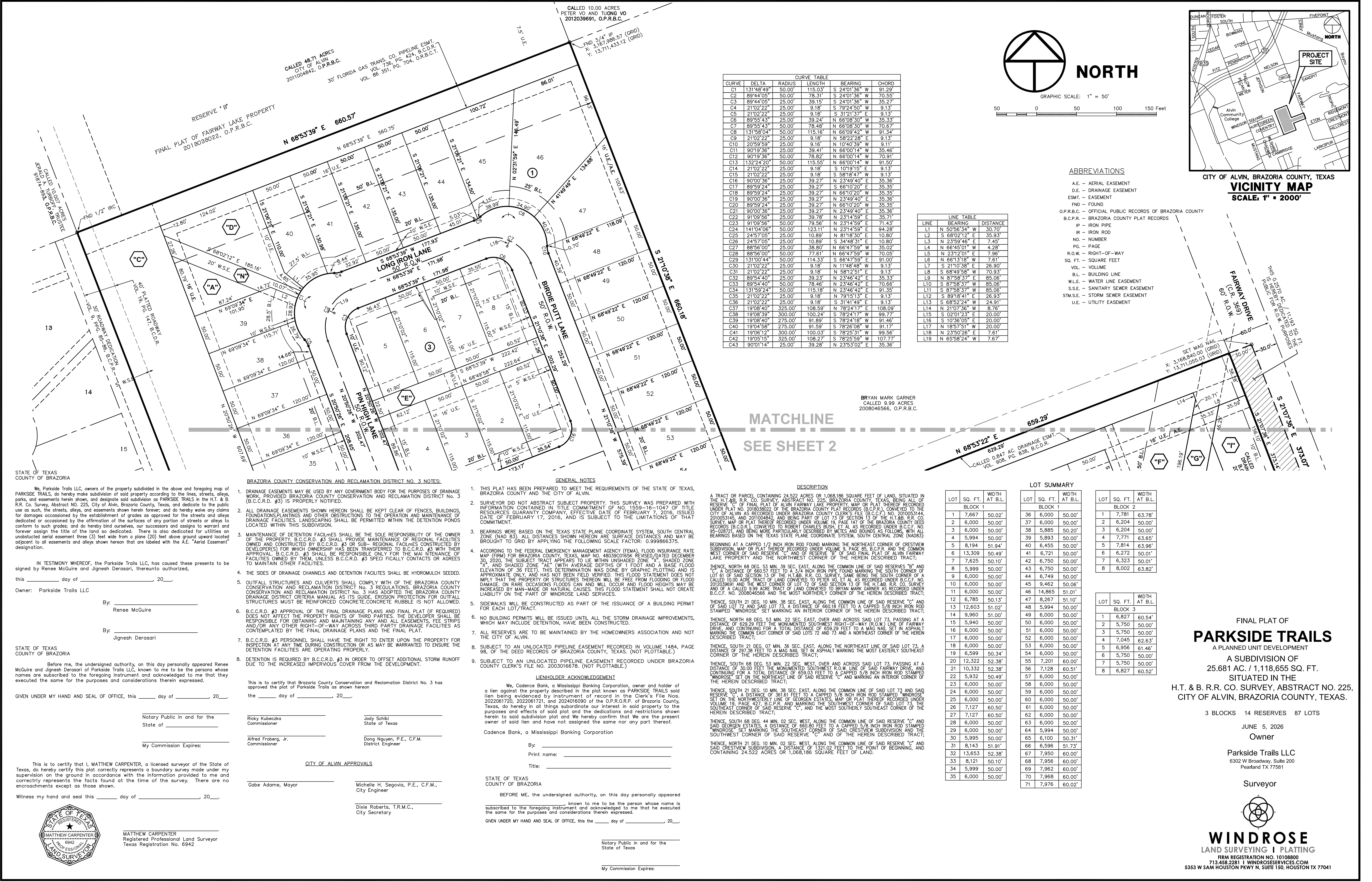
Recommendation: Move to approve a final plat of Parkside Trails, a Planned Unit Development, a subdivision of 25.681 ac. / 1,118,655 Sq. Ft. situated in the H.T. & B.R.R. Co. Survey, Abstract No. 225, City of Alvin, Brazoria County, Texas.

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: ☒



ABBREVIATIONS
A.E. - AERIAL EASEMENT
D.E. - DRAINAGE EASEMENT
ESMT. - EASEMENT
FND - FOUND
O.P.R.B.C. - OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
B.C.P.R. - BRAZORIA COUNTY PLAT RECORDS
IP - IRON PIPE
IR - IRON ROD
NO. - NUMBER
PG. - PAGE
R.O.W. - RIGHT-OF-WAY
SQ. FT. - SQUARE FEET
VOL. - VOLUME
B.L. - BUILDING LINE
W.L.E. - WATER LINE EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
S.T.M.S.E. - STORM SEWER EASEMENT
U.E. - UTILITY EASEMENT

SEE SHEET 1
MATCHLINE

BRYAN MARK GARNER
CALLED 9.99 ACRES
2008046566, O.P.R.B.C.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
C1	131°48'49"	50.00'	115.03'	S 24°01'36" W
C2	89°44'05"	50.00'	78.31'	S 24°01'36" W
C3	89°44'05"	25.00'	39.15'	S 24°01'36" W
C4	21°02'22"	25.00'	9.18'	S 31°21'37" E
C5	21°02'22"	25.00'	9.18'	S 31°21'37" E
C6	89°55'43"	25.00'	39.24'	N 66°08'30" W
C7	89°55'43"	50.00'	78.48'	N 66°08'30" W
C8	131°58'04"	50.00'	115.16'	N 66°09'42" W
C9	21°02'22"	25.00'	9.18'	N 58°22'28" E
C10	20°59'59"	25.00'	9.16'	N 10°40'39" W
C11	90°19'36"	25.00'	39.41'	N 66°00'14" W
C12	90°19'36"	50.00'	78.82'	N 66°00'14" W
C13	132°24'20"	50.00'	115.55'	N 66°00'14" W
C14	21°02'22"	25.00'	9.18'	S 10°19'15" E
C15	21°02'22"	25.00'	9.18'	S 58°18'47" W
C16	90°00'36"	25.00'	39.27'	N 23°49'40" E
C17	89°59'24"	25.00'	39.27'	S 66°10'20" E
C18	89°59'24"	25.00'	39.27'	N 66°10'20" W
C19	90°00'36"	25.00'	39.27'	N 23°49'40" E
C20	89°59'24"	25.00'	39.27'	N 66°10'20" W
C21	90°00'36"	25.00'	39.27'	N 23°49'40" E
C22	91°09'56"	25.00'	39.78'	N 23°14'59" E
C23	91°09'56"	50.00'	79.56'	N 23°14'59" E
C24	141°04'06"	50.00'	123.11'	N 23°14'59" E
C25	24°57'05"	25.00'	10.89'	N 81°18'30" E
C26	24°57'05"	25.00'	10.89'	S 34°48'31" E
C27	88°56'00"	25.00'	38.80'	S 66°47'59" W
C28	88°56'00"	50.00'	77.61'	N 66°47'59" W
C29	131°00'44"	50.00'	114.33'	S 66°47'59" E
C30	21°02'22"	25.00'	9.18'	N 11°48'48" W
C31	21°02'22"	25.00'	9.18'	N 58°12'51" E
C32	89°54'40"	25.00'	39.23'	N 23°46'42" E
C33	89°54'40"	50.00'	78.46'	N 23°46'42" E
C34	131°59'24"	50.00'	115.18'	N 23°46'42" E
C35	21°02'22"	25.00'	9.18'	N 79°15'13" E
C36	21°02'22"	25.00'	9.18'	S 31°41'49" E
C37	19°08'40"	325.00'	108.59'	N 78°24'17" E
C38	19°08'39"	300.00'	100.24'	S 78°24'17" W
C39	19°08'40"	275.00'	91.89'	S 78°24'18" W
C40	19°04'58"	275.00'	91.59'	S 78°26'08" W
C41	19°06'12"	300.00'	100.03'	S 78°25'51" W
C42	19°05'15"	325.00'	108.27'	S 78°25'59" W
C43	90°01'14"	25.00'	39.28'	N 23°53'02" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 50°56'34" W	30.70'
L2	S 68°02'12" E	35.93'
L3	N 23°59'46" E	7.45'
L4	N 66°45'01" W	4.28'
L5	N 23°12'01" E	7.96'
L6	N 66°13'18" W	7.61'
L7	S 21°10'38" E	26.90'
L8	S 68°49'58" W	70.93'
L9	N 87°58'37" E	85.06'
L10	S 87°58'37" W	85.06'
L11	S 87°58'37" W	85.06'
L12	S 89°18'41" E	26.93'
L13	S 68°52'24" W	24.91'
L14	N 21°07'56" W	8.76'
L15	S 02°01'23" E	20.00'
L16	S 10°36'05" E	20.00'
L17	N 18°57'51" W	20.00'
L18	N 23°50'26" E	7.61'
L19	N 65°58'24" W	7.67'

RESERVE	ACRES	SQ. FT.	USE
A	0.0809	3,524	GREENSPACE
B	0.6922	30,153	DRAINAGE
C	3.7084	161,538	DRAINAGE
D	0.2057	8,962	GREENSPACE
E	0.1143	4,981	GREENSPACE
F	0.5890	25,658	GREENSPACE
G	0.1249	5,443	PIPELINE
H	0.1219	5,311	GREENSPACE
I	0.2347	10,225	DRAINAGE
J	0.4401	19,172	GREENSPACE
K	0.0971	4,231	PIPELINE
L	0.4409	19,206	GREENSPACE
M	0.4841	21,089	GREENSPACE
N	0.0709	3,088	UTILITIES
TOTAL PLAT ACREAGE			25.681 AC. / 1,118,655 S.F.
GREENSPACE (9.6%)			2.477 AC. / 107,903 S.F.

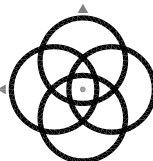
FINAL PLAT OF
PARKSIDE TRAILS
A PLANNED UNIT DEVELOPMENT
A SUBDIVISION OF
25.681 AC. / 1,118,655 SQ. FT.
SITUATED IN THE
H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 225,
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.

3 BLOCKS 14 RESERVES 87 LOTS

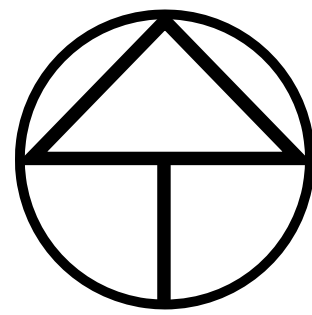
JUNE 5, 2026
Owner

Parkside Trails LLC
6302 W Broadway, Suite 200
Pearland TX 77581

Surveyor



WINDROSE
LAND SURVEYING & PLATTING
FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041



NORTH

GRAPHIC SCALE: 1" = 50'

50 0 50 100 150 Feet



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Acknowledge receipt of Delinquent Tax Roll July 2026.

Type of Item: Action Item

Summary: Section 30 of Article VII (Municipal Finance) of the City's Charter requires that a copy of the delinquent tax roll be provided to each member of the City Council at a meeting in July of each year. The document [link](#) provided reflects outstanding taxes as of July 1, 2026.

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 acknowledge receipt of the Delinquent Tax Roll for July 2026.

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: 7/16/2026

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Acknowledge receipt of the Fiscal Year 2026 Capital Improvement Program Quarterly Report.

Type of Item: Action Item

Summary: The City's Financial Management Policy requires that the status of capital projects be provided to the City Council on a quarterly basis. Staff continues to carry out actions on budgeted projects as defined in the 2026 Capital Improvement Program (CIP). This report is an update as to the progress of each project year to date.

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. CIP Quarterly Report; 07.16.26
-

Recommendation: Move to acknowledge receipt of the Fiscal Year 2026 Capital Improvement Program Quarterly Report.

Reviewed by Department Head, if applicable: ☒

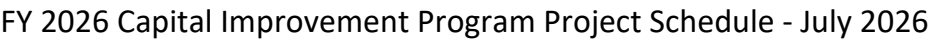
Reviewed by City Attorney, if applicable: ☐

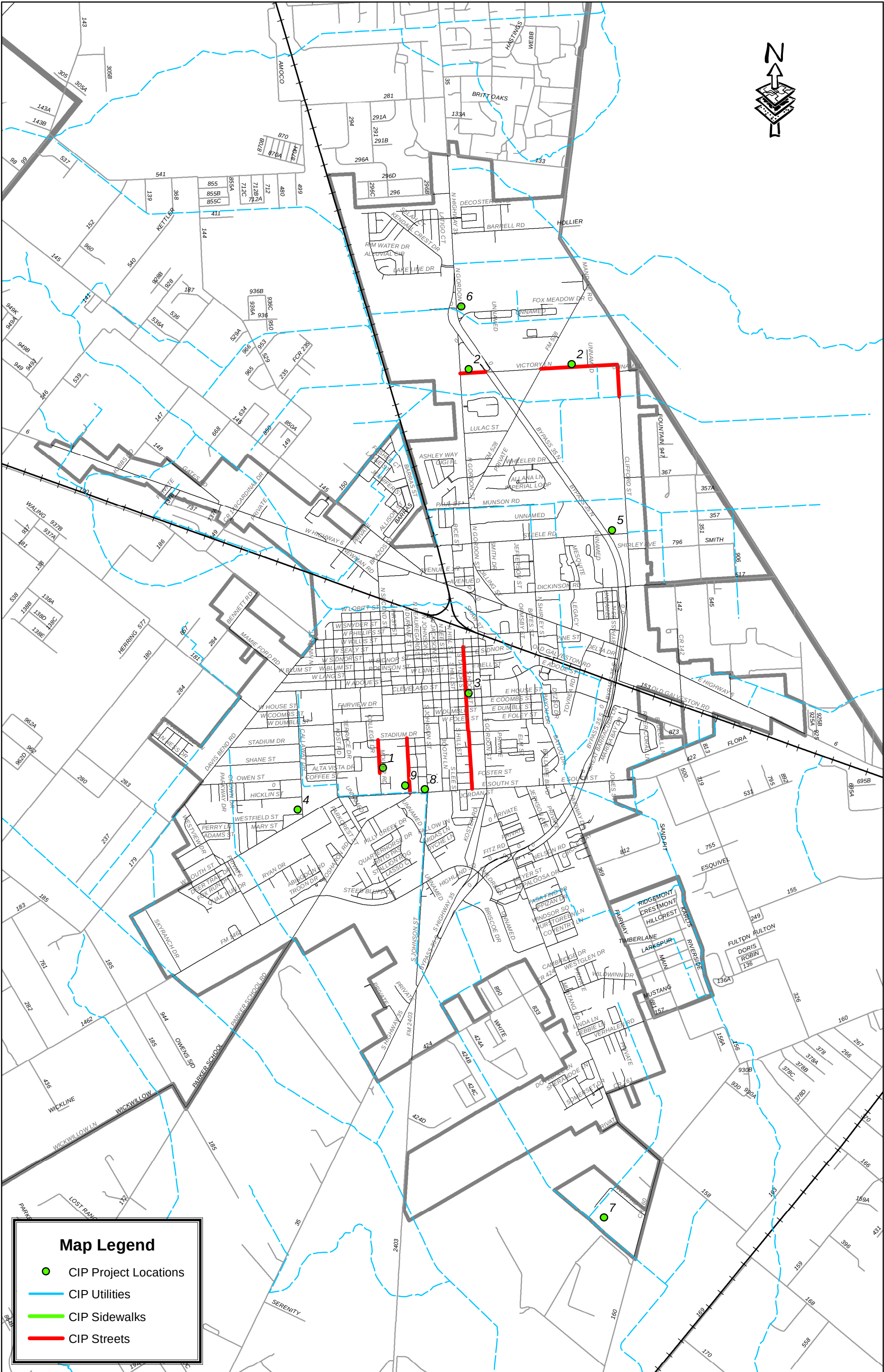
Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

**Capital Improvement Program
Quarterly Report
July 16, 2026**



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FY 2026 CIP Project Location Map

Rev. Date 3/26/2025
Engineering Dept.
X:/Projects/City Engineer/CIP Projects/Maps



Moller Road Storm Sewer and Pavement Improvements Phase 2

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	2019 and 2020 Tax and Revenue Certificates of Obligation
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 1 on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	This project was bid in April 2024 and one bid was received that was higher than expected. The Design Engineer revised the storm system to reduce cost and delivered final plans to the City in April 2026. The rebid of this project is pending completion of the Durant Street Project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$381,980	\$381,980	2019	Bond
<u>CONSTRUCTION</u>	\$5,300,674		\$5,300,674	2020	Bond
<u>TOTAL:</u>	\$5,550,674	\$381,980	\$5,682,654		



Victory Lane Pavement and Drainage Project

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Victory Lane from Gordon Street to Bypass 35, Victory Lane from FM 528 to Clifford Street and Clifford Street from Victory Lane to the bridge over the D-4 Ditch. Identified as number 2 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations were determined based on recommendations from the 2020 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	Project complete.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$176,900	\$176,900	2023	
<u>CONSTRUCTION</u>	\$1,500,000	\$1,696,029	\$1,696,029	2023/2024/2025	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,500,000	\$1,872,929	\$1,872,929		



Hood Street Pavement and Drainage Project

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Hood Street from Sealy Street to South Street. Project location identified as a number 3 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks. This project will also require the relocation of aged water and sanitary sewer mainlines that are currently located under the pavement.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	This project was bid on September 2, 2025 and Tandem Services, LLC was the qualified bidder. City Council approved a bid award to Tandem in the amount of \$8,085,190.81 on September 18, 2025. The Notice to Proceed for this 540 calendar day project was issued on October 20, 2025. Construction nearing completion.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$664,000	\$664,000	\$664,000	2024	
<u>CONSTRUCTION</u>	\$7,336,000	\$8,085,191	\$7,336,000	2024	
<u>TOTAL:</u>	\$8,000,000	\$8,749,191	\$8,000,000		



Water Line Improvements Phase 5

Project Number:	4
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2022
Funding:	Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 4 on the CIP project location map.
Project Description:	New 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Stevenwood Lane, Kost Road, Rosharon Road, and the Alvin City Limits.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	This project is currently being designed by LJA Engineering, Inc.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$764,500	\$764,000	\$764,000	2018-2022	Bond
<u>CONSTRUCTION</u>	\$3,858,870		\$3,858,870		Bond
<u>TOTAL:</u>	\$4,623,370	\$764,000	\$4,622,870		



Lift Station 23 Expansion Project

Project Number:	5
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds/ 2022 /2024 Water and Sewer Revenue Bonds
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 1,15,16, and 43. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 23,000 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch. Steele Road will also be replaced.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The notice to proceed for this project was issued on June 2, 2025. The project is currently being constructed.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,531,700	\$1,531,700	2015	Bond
<u>CONSTRUCTION</u>	\$22,109,000	\$34,907,604	\$34,907,604	2022-2027	Bond
<u>OTHER- Easement Acquisition</u>	\$151,200	\$408,829	\$408,829	2022	Bond
<u>TOTAL:</u>	\$23,650,000	\$36,848,133	\$36,848,133		



Lift Station 33 Expansion Project

Project Number:	6
Project Type:	Sewer
Strategic Plan:	2022 Wastewater Master Plan
Funding:	2020/2022/2023 Water and Sewer Revenue Bonds
Assigned:	City Engineer
Project Location:	Lift Station 33 Expansion. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the expansion of Lift Station 33 to a firm pumping capacity of 2.65 Million Gallons per Day (MGD). The project will utilize and rehabilitate the existing wet well, as well as, replace the mechanical equipment, electrical components, and emergency generator.
Project Justification:	Identified in the 2022 Wastewater Master Plan by Freese and Nichols, Inc. that was presented to City Council on January 17, 2023 and March 7, 2023.
Current Status:	The City Council awarded a bid to Reddico Construction Company, Inc. in the amount of \$2,179,995.83 on April 16, 2026. The Preconstruction Meeting was held on June 17, 2026. Construction is scheduled to start in July 2026 on this 365 calendar day project.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$327,100	\$327,100	\$327,100	2020	Bond
<u>CONSTRUCTION</u>	\$1,787,290	\$2,179,996	\$1,787,290	2020/2022/2023	Bonds
<u>TOTAL:</u>	\$2,114,390	\$2,507,096	\$2,114,390		



Wastewater Treatment Plant Expansion

Project Number:	7
Project Type:	Sewer
Strategic Plan:	2022 Wastewater Master Plan
Funding:	Water and Sewer Revenue Bond and Impact Fees
Assigned:	City Engineer
Project Location:	WWTP Expansion. Project location identified as number 7 on the CIP project location map.
Project Description:	This project includes the construction of a 2.5 MGD expansion to the City's WWTP to increase the permitted annual average daily flow from 5.0 MGD to 7.5 MGD.
Project Justification:	Identified in the 2022 Wastewater Master Plan by Freese and Nichols, Inc. that was presented to City Council on January 17, 2023 and March 7, 2023.
Current Status:	On February 6, 2025 City Council approved the amended construction contract with CSA Construction, Inc. in the amount of \$71,464,411. The Notice to Proceed was issued on March 18, 2025 for this 1,095 calendar days project. This project is currently under construction.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$11,700,000	\$12,244,000	\$7,000,000	2022	Bond
<u>CONSTRUCTION</u>	\$73,853,871	\$73,853,871	\$79,097,871	2024-2028	Bonds/Impact Fees
<u>TOTAL:</u>	\$85,553,871	\$86,097,871	\$86,097,871		



M-1 Crossing Replacement Project

Project Number:	8
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	GLO CDBG-Mitigation Program Grant
Assigned:	City Engineer
Project Location:	Project location identified as a number 8 on the CIP Project Location Map.
Project Description:	The M-1 Ditch Crossing at West South Street is in need of replacement as the structural integrity is questionable. The existing crossing is more than 40 years old, and the traffic load is directly on top of the crossing's box culverts.
Project Justification:	This project will not only provide a benefit to the community within the Project Benefit Area but will provide a benefit and safety to those from surrounding areas that travel over the crossing frequently. The existing crossing is to be removed and replaced within the existing limits.
Current Status:	This project is currently being designed.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	35-40 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,016		\$200,016	2025	Grant
<u>CONSTRUCTION</u>	\$1,173,937		\$1,173,937	2025	Grant
<u>TOTAL:</u>	\$1,373,953	\$0	\$1,373,953		



Durant Street Storm Sewer and Pavement Improvements

Project Number:	9
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	GLO CDBG-Mitigation Program Grant
Assigned:	City Engineer
Project Location:	Project location identified as a number 9 on the CIP Project Location Map.
Project Description:	The Durant Street Storm Sewer and Pavement Improvements Project, will lower the water surface elevation and improve localized street and flooding along the M-1 Ditch, greatly reducing the number of homes that suffer repetitive losses from frequent storm events. Durant Street will be replaced as a concrete curb and gutter roadway which will improve traffic and pedestrian conditions.
Project Justification:	In 2011, the M-1 Ditch Watershed Study was completed for the City of Alvin. The study provided a detailed hydrologic and hydraulic (H&H) analysis of the existing M-1 Ditch Watershed that identified areas of problematic flooding. The existing conditions model confirmed some of the problem areas described by the City and residents, in addition to exposing a few other locations.
Current Status:	This project is currently being designed.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	35-40 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$818,228		\$818,228	2025	Grant
<u>CONSTRUCTION</u>	\$3,808,319		\$3,808,319	2025	Grant
<u>TOTAL:</u>	\$4,626,547	\$0	\$4,626,547		



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Consider a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$36,042 to BC Auto Repair, located at 2301 South Gordon Street, Alvin, Texas, for improvements to the site, and authorize the Mayor to sign the agreement.

Type of Item: Contract/Agreement

Summary: Mr. Franz Elliot of BC Auto Repair contacted the City's Economic Development Office on May 12, 2026 to discuss a proposal for the improvements to his auto repair shop at 2301 South Gordon St. During that discussion, the incentive process and the potential costs related to the renovations and build-out of the site were reviewed.

BC Auto Repair has served the Alvin community for over 50 years. Due to continued growth, they are proposing an expansion of their existing 50' x 100' facility with an additional 14' x 51' building addition. This expansion will allow BC Auto to add two additional service bays, create additional jobs, and increase annual revenue by an estimated \$500,000.

This project will increase their workforce from 10 to 13 employees. In addition, BC Auto Repair purchased approximately \$600,000 in parts and materials in 2025, further supporting local and regional suppliers. BC Auto Repair is proposing new, illuminated signage and exterior façade improvements to enhance the visual appeal of their business along Gordon Street.

The EDAC unanimously approved the incentive request.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 311-1005-00-3102 **Amount:** \$36,042

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. BC Auto; 380 Agreement
 2. BC Auto Application
 3. 05/12/26 EDAC Mins
-

Recommendation: Move to approve a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$36,042.00 to BC Auto Repair, located at 2301 South Gordon Street, Alvin, Texas, for improvements to the site,

and authorize the Mayor 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: X

CHAPTER 380 AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, a Texas home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and BC Auto Repair (hereinafter “BC Auto Repair” or the “Company”), with its business located at 2301 South Gordon Street, Alvin, Texas 77511.

WITNESSETH:

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, to create and retain primary jobs, to expand the growth of the City, to stimulate business and commercial activity in the City, and to thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company owns the building located at 2301 South Gordon Street in Alvin, Texas, and wishes to make improvements as outlined in **Attachment A** of this Agreement; and

WHEREAS, the City agrees to incentivize the Company to renovate and lease the site for either commercial or retail use; and

WHEREAS, the Company has agreed, in exchange and as consideration for the incentives, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of office spaces within the downtown Alvin district.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

I. Company Obligations and Benchmarks

BC Auto Repair, agrees to the following performance benchmarks as conditions precedent to the payment of the Business Incentive.

1. Job creation. BC Auto Repair, shall be required to create three (3) full-time equivalent jobs within the City of Alvin at the business location on or before September 30, 2027

and maintain these jobs at the business location for two (2) years after the Effective Date of this Agreement.

2. Project completion. BC Auto Repair, shall be required to complete improvements of their business site and show proof of passed City inspections on or before November 6, 2026.

3. Compliance and reporting.

a. Regular Reporting. BC Auto Repair, shall submit regular quarterly reports to the City detailing job numbers, and other relevant metrics to the City upon request. The City reserves the right to audit BC Auto Repair's records related to this Agreement for up to two (2) years after the Effective Date of this Agreement.

b. Compliance with City Ordinances. This Agreement requires adherence to all applicable City ordinances and state laws.

4. These benchmarks are intended to measure the economic benefit the City of Alvin receives in exchange for the payment of business incentive.

II. City Obligations/Incentive

1. Upon completion of the items in Section I above, and upon passing of all required City inspections, the City agrees to remit payment of \$36,041.20 to the Company.

2. The reimbursement payments shall be sourced directly from the City's Business Incentives Account.

III. Term and Termination

1. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and shall terminate two (2) years from this Agreement's Effective Date; or

2. In the event of a material breach of this Agreement by their party, the non-breaching party may pursue appropriate remedies as outlined in the Texas Local Government Code or other applicable laws.

IV. Notices

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: The City of Alvin
Alvin City Hall
c/o The Alvin Recreation Center
3201 TX-35
Alvin, Texas 77511

Attention: Economic Development Director

If to Company: BC Auto Repair
2301 South Gordon Street
Alvin, Texas 77511

Attention: Franz H. Elliott

V. General Terms

1. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

2. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

3. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights or obligations without the prior consent of the City to a third-party lender advancing funds for the acquisition, construction, or operation of the Business.

5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

BC AUTO REPAIR

By: _____
Franz H. Elliott
President

ATTEST:

By: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____
2026, by Gabe Adame of the City of Alvin, Texas, for and on behalf of said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §**

This instrument was acknowledged before me on the _____ day of _____
2026, by Franz H. Elliott, for and on behalf of BC Auto Repair.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Attachment A

BC AUTO REPAIR

BC Auto Repair

2301 South Gordon Street
Alvin, Texas 77511
(281) 636-1237

Date: April 2026

City of Alvin
Economic Development Department
Alvin, Texas

Economic Development Incentive Application

BC Auto Repair Expansion & Facade Improvement

Executive Summary

BC Auto Repair respectfully submits this proposal for consideration under the City of Alvin Economic Development Incentive Program. BC Auto Repair has proudly served the Alvin community for over 50 years and continues to invest in long-term growth, job creation, and increased tax revenue within the City.

BC Auto Repair is proposing a facility expansion and façade improvement project located at:

2301 South Gordon Street

Alvin, Texas 77511

The project includes:

- Building expansion (14' x 51')
 - Two additional service bays
 - Employee meeting / conference room
 - New illuminated signage
 - Exterior façade improvements
-

Existing Facility

Current Building Size: **50' x 100' (5,000 square feet)**

Proposed Addition: **14' x 51' (714 square feet)**

Total New Building Size After Expansion:

5,714 Square Feet Total

The addition will be constructed on one side of the existing building and tied into the current structure. The additional space will house two new service bays and a meeting/training room for employees.

Project Budget

Building Expansion

Contractor: Allsteel Construction

Location: Liverpool / Santa Fe, Texas

Scope Includes:

- 14' x 51' steel building addition
- Concrete foundation
- Two roll-up doors
- Structural tie-in to existing building

Total Building Cost: \ \$65,435.00

Signage Improvements

Vendor: Coast Graphics & Signs

Location: Brazoria County, Texas

Scope Includes:

- 6' x 18' LED illuminated building sign
- Aluminum construction
- LED lighting
- Flush mounted signage

Total Sign Cost: \ \$24,668.01

Total Project Investment

Building Expansion: \\$65,435.00
Signage Improvements: \\$24,668.01

Total Project Cost: \\$90,103.01

Financial Performance

2024 Performance

Revenue: \\$1,586,581
Net Income: \\$79,568

2025 Performance

Revenue: \\$2,418,470
Net Income: \\$519,890

Growth

Revenue Growth: +52%
Net Income Growth: +\\$440,000+

This growth supports the need for additional capacity and expansion.

Economic Impact

Job Creation

BC Auto Repair expects to add:

- 2 Automotive Technicians
- 1 Service Advisor / Support Staff

Total New Jobs: 3 Full-Time Positions

This would bring us to a total of 13 employees earning approximately \\$1,100,000.00 in wages. Up from \\$773,000 in 2025.

Revenue Increase Projection

By adding two additional service bays and increased workspace, BC Auto Repair conservatively expects:

\\$500,000 Annual Revenue Increase

This will increase:

- Sales tax revenue
 - Local payroll
 - Local vendor spending (\\$600,000 in parts purchased 2025)
-

Local Economic Impact

This project utilizes local resources:

- Local contractor (Liverpool, TX)
 - Local sign vendor (Brazoria County)
 - Local workforce hiring
 - Continued investment by 50+ year Alvin business
-

Incentive Request

Total Project Cost: \\$90,103.01

Requested Incentive Consideration:

Up to **40% participation**

Requested Amount: \\$36,041.20

Project Timeline

Approval: Spring/Summer 2026

Construction Start: After Approval

Completion: 3-6 Months

Attachments

Included with Application:

- Building Expansion Proposal — Allsteel Construction
 - Sign Proposal — Coast Graphics & Signs
 - Sign Layout Drawings
 - Financial Statements 2024 & 2025
 - Balance Sheets
-

Closing

BC Auto Repair has proudly served Alvin for over 50 years. This investment demonstrates our continued commitment to growth, job creation, and economic development within the City of Alvin.

We respectfully request consideration and look forward to presenting this project.

BC Auto Repair
Franz H. Elliott
President
(281) 636-1237

Allsteel Construction

P.O. Box 221
Santa Fe, TX 77517
(281) 678-8462

Date 3/23/26

Proposal Submitted To	Work To Be Performed At
Name: B.C. Auto Repair	Street:
Street: 2301 S. Gordon Street	City:
City: Alvin	State:
State: Texas	
Telephone Number: 281-636-1237	bc.autol@gmail.com

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of 14’x51’x14’ pre-engineered single slope steel building.

1. Concrete foundation work.

a. New 14’x51’ concrete foundation.

b. All galvanized anchor bolts.

c. Engineered stamped drawings and inspection.

d. Bid is for 12”x30” beams, ½” rebar 16” o.c. and 6” thick, 4000 psi concrete mix

e. bell bottom piers NOT included.

f. Vapor barrier is included.

g. NO in ground sanitary plumbing or electrical conduit included.

h. The existing concrete driveway will be cut and broken out to allow for the new foundation.

2. Additional concrete work.

a. Flat pour in front of recently install roll up door on the North side.

b. approx. size is 23’x11’ and 6” thick

c. 4000 psi concrete

d. ½” rebar 16” o.c.

2. Steel building includes.

a. Provide all labor and materials for the erection of 14’x51’x14’ metallic building.

b. Gutters and downspouts.

c. J trim, corner, rake and wall flashing. Full jamb trim on door frames.

d. Insulation in roof ONLY. 3” reinforced vinyl back radiant barrier

e. Building code is IBC 24

f. **1:12 roof pitch.**

g. 2 - 10’ wide x 10’ tall windload certified roll up doors. Color - white

h. NO personal 3070 doors included.

i. NO windows included
j. Clean up and haul off all debris generated from work listed on this proposal.
k. Engineer inspection and windstorm certification on building included.
l. 3' tall wainscoting walls.
m. Trim will be fabricated and installed where the new building attaches to the existing.
n. New building will be attached to existing on two sides.
3. Owner has choice of colors: Roof – White
Walls – White with Patriot Red wainscot
Trim – Patriot Red
4. Work not included in this proposal.
a. Any and all electrical work.
b. Any and all plumbing work.
c. Driveways and sidewalks other than mentioned in this proposal.
d. Extra fill dirt and site work on property.
e. Elevation certificates for construction.
f. Bell bottom piers.
g. Building permits. (unknown)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Dollars (\$65,435.00)

With payments to be made as follows:

\$11,000.00 when proposal is accepted.
\$11,000.00 when building is delivered.
\$11,000.00 after foundation forms are complete.
\$11,000.00 after concrete foundation is complete.
\$5,000.00 after building frame is complete.
\$5,000.00 after building is complete less doors.
\$4,000.00 after doors are installed.
\$4,000.00 after windstorm certification is complete.
\$3435.00 after flat work is done in front of new roll up on the north wall.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully Submitted James Wobschall .
Per _____.

Note – This proposal may be withdrawn by us if not accepted within 10 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted_____Signature_____

Accepted_____Signature_____



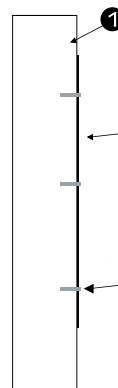
WHITE BACKGROUND



ORACAL 080 BLACK



ORACAL 031 RED



- ① WALL
- ② FLAT ALUMINUM PANEL
- ③ ATTACHED TO WALL WITH SHEET METAL SCREWS



COASTSIGNS.NET

P 281.499.9721 F 281.595.2052
 16811 FM 521, PO Box 546, Rosharon, TX 77583
www.coastsigns.net / info@coastsigns.net
COAST GRAPHICS & SIGNS, INC.

OPTION A

SCALE: 1/4" = 1'

DATE: 4/1/26

APPROVED BY:



WHITE BACKGROUND



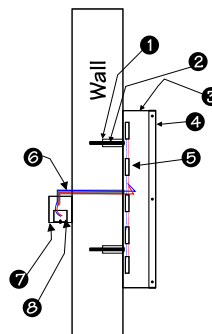
ORACAL 080 BLACK



ORACAL 031 RED



BLACK TRIM & RETURNS



- ① NON CORROSIVE SHIELD FASTNER
- ② NON CORROSIVE 3/8" X 5" BOLT MINIMUM
- ③ ALUMINUM CHANNEL LETTER BODY
- ④ 3/16" ACRYLIC FACE SECURED WITH 2" TRIM CAP
- ⑤ 12 VOLT LED LIGHTING
- ⑥ 1/2" SEAL TIGHT CONDUIT
- ⑦ OUTDOOR POWER SUPPLY CAN
- ⑧ POWER SUPPLY



COASTSIGNS.NET

P 281.499.9721 F 281.595.2052
16811 FM 521, PO Box 546, Rosharon, TX 77583
www.coastsigns.net / info@coastsigns.net
COAST GRAPHICS & SIGNS, INC.

OPTION B

SCALE: 1/4" = 1'

APPROVED BY:

DATE: 4/1/26



QUOTATION

ORDER

COAST GRAPHICS & SIGNS, INC.

281.499.9721**FAX 281.595.2052**16811 FM 521, PO Box 546, Rosharon, TX 77583
www.coastsigns.com / info@coastsigns.comDATE 4/1/2026

ORDER NO. _____

CUST. PO. NO. _____

CUSTOMER BC AUTO REPAIRSTREET 2301 SOUTH GORDON ST. CITY ALVIN STATE TEXAS ZIP 77511NAME TRAVIS PHONE (281) 414-2370 FAX _____JOB ADDRESS LISTED ABOVE ZIP _____

The undersigned, hereinafter called the Buyer, requests COAST GRAPHICS & SIGNS, herein called seller, to enter this order for:

- OPTION B -

A.) FABRICATE AND INSTALL (1) 6' X 18' INTERNALLY ILLUMINATED, SINGLE FACED WALL SIGN PER SHOP DRAWING AS FOLLOWS:

- 1.) ALUMINUM CONSTRUCTION, FINISHED WITH ACRYLIC POLYURETHANE PAINTS.
- 2.) LED ILLUMINATION, (POWER SUPPLIES INCLUDED).
- 3.) 3/16" ACRYLIC FACES, SECURED WITH 1" JEWELITE TRIM CAP. WITH MULTICOLOR VINYL GRAPHICS.
- 4.) FLUSH MOUNTED TO BUILDING WALL.

B.) 12 MONTH WARRANTY (MATERIALS AND LABOR).

C.) CUSTOMER IS RESPONSIBLE FOR PROVIDING PRIMARY ELECTRICAL POWER TO SIGN LOCATION(S). (1) DEDICATED 120 VOLT / 20 AMP CIRCUIT REQUIRED, CONTROLLED BY TIME CLOCK.

D.) PERMIT FEES ARE ADDITIONAL, AND WILL BE BILLED AT COST.

E.) TERMS: 50% DEPOSIT REQUIRED, BALANCE DUE UPON COMPLETION OF WORK.
(NET ZERO)

NOTE: SALES TAX RATE = 8.25%

Notice to Buyer: Do Not Sign This Contract Before You Read Conditions On Reverse SideAccepted:COAST GRAPHICS & SIGNS GERALD GUSSETT

Buyer _____ Title _____

Date _____ 20____

TERMS Total due upon completion of work**Note:** There will be a 3% processing fee added to all Credit Card payments

Purchase Price	\$ <u>22,788.00</u>
Sales Tax	\$ <u>1,880.01</u>
City Permit	\$ <u>TO FOLLOW</u>
Total	\$ <u>24,668.01</u>
Less Down Payment	\$ <u>12,334.01</u>
Total Balance	\$ <u>12,334.00</u>

CONDITIONS OF CONTRACT TO BUYER

1. Buyer will furnish Seller with address and plot plan showing exact location of the sign for each job, on Seller's request.
2. Electrical connection to the sign will be Buyer's responsibility.
3. Since abnormal submerged conditions such as rocks, stumps, gas lines, sewer lines, water, and or sand, cave-ins, etc. cannot be foreseen, all hardship cost will be charged to the Buyer.
4. Seller reserves the right to modify or correct sign in any way necessary to conform with any changes in city, county or state law regulations or orders and conditions beyond Seller's control at job site to insure proper installation.
5. Seller assumes no responsibility for consent of public authorities of owner or lessee of building for the installation of sign.
6. Seller shall not be liable for any failure to install sign due to strikes, fires, rainy weather, floods, windstorms, freezing weather, sickness, commercial delays, acts of God, war or any other unforeseen conditions or contingencies beyond its control.
7. In the event building or location is not in readiness when the sign is ready for installation, 90% of the total balance shall be paid to the Seller immediately and the remainder of the balance shall be paid when the sign is installed.
8. Price of sign does not include city permit fee, does not include engineer's fee (if required by the city to obtain the city permit) or does not include anything the city would require to obtain the city permit. Price of sign does not include state and local sales tax. Price of sign does not include any changes or conditions made by shopping center or landlord.
9. It will be Buyer's responsibility to furnish all pitch-pans and steel stubbed thru roof, if necessary, for attached signs.
10. All signs installed by Seller out of his immediate area of operations, are subject to mileage or delivery charges.
11. If Buyer wants job started before the city permit is secured, Buyer will be responsible to pay for work performed on sign, if the city permit is not issued due to city regulations and ordinances.
12. A down payment will be required with all orders. No work on sign will be started until the down payment is paid to the Seller from Buyer.
13. The total balance will be paid on the date sign is installed, unless specified in TERMS on front side.
14. The contract will not accept any verbal changes. All changes are to be written into the contract and initialized by Seller and Buyer.
15. This contract shall apply to and bind the heirs, executors, administrators, successors, and assigns of Buyer and shall inure to the benefit of the Seller, his successors and assigns.
16. In the event that Buyer fails to pay the total balance of the sign on the designated time specified in Terms, and in the event of any check that Buyer pays Seller that becomes marked NSF or ACCOUNT CLOSED by Seller or Seller's bank, Buyer gives his consent and authorization to remove sign from Buyer's property, shopping center's property, or landlord's property immediately. After the balance, plus additional installation fee has been paid in full, the sign will be reinstalled.
17. In the event Buyer fails to comply with the conditions and terms of this contract, Buyer will pay all collection fees as set by a commercial collection agency and reasonable attorney fees incurred in prosecution of suit.

All work performed by **Coast Graphics & Signs** is guaranteed to be performed in first class condition insofar as workmanship is concerned. All materials furnished by **Coast Graphics & Signs** are guaranteed under the same provisions as guaranteed by the suppliers to **Coast Graphics & Signs** up to one year. There is a 90 day workmanship guarantee on new signs after installation if the sign has been connected to an electrical time clock by a licensed and bonded electrician, and the sign is not lighted over six hours per twenty-four day. After this designated time limit, Buyer will be charged a standard service call fee plus parts not guaranteed to **Coast Graphics & Signs** and to Buyer, from the suppliers. Buyer must meet all conditions of this contract or the guarantee will become void immediately. Also this guarantee will become void immediately if any one or any other sign company performs any work to the sign, other than the electrician wiring the sign during the guarantee period. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

Coast Graphics & Signs is not responsible or liable in any way for breakage or damage of the work covered in this contract after installation.

Signature

Date

Meeting Minutes
Alvin Economic Development Advisory Committee
May 12, 2026

Call to Order

Chair Van Horne called the meeting to order at 6:00 PM

Members Present; Keisha Heck, Meagan DeKeyzer, Cary Perrin, and Jamie Van Horne.

Members Absent: Sam Washington, Seth Carrasco, and Stacy Ebert.

Mr. Franz Elliot, owner of BC Auto Repair, was also in attendance.

Public Comment

No comments presented.

New Business

Approve minutes from February 10, 2026, meeting.

Member Heck moved to approve February 10, 2026, EDAC minutes as presented.

Seconded by Member DeKeyzer. Motion carried with all members voting Aye.

Consider incentive application from BC Auto Repair for improvements to their site at 2301 South Gordon Street, Alvin, TX, in an amount not to exceed \$36,042.

Paul Chavez, Economic Development Director, gave a brief summary of the improvements proposed and introduced Mr. Elliot, who presented further details.

Executive Session

Members adjourned to Executive session at 6:13p.m. in accordance with the following:

Section §551.087 of the Texas Government Code: to discuss commercial or financial information that the City has received from a business prospect that the Council seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations, regarding said prospect

Reconvene to Open Session

Members reconvened at 6:30 p.m.

Member Perrin moved to approve business incentive to BC Auto Repair for improvements to their site at 2301 South Gordon Street, Alvin, TX, in an amount not to exceed \$36,042. Seconded by Member Heck; motion carried with all members voting Aye.

Director's Report on upcoming events and action items.

Paul Chavez, Director of Economic Development, presented this item to the Committee.

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

No items requested by any Committee member.

Adjournment

Member Perrin moved to adjourn; seconded by Member Heck. Motion passed with all members present voting Aye.

Meeting adjourned at 6:55 PM.



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 26-L, releasing approximately 103.57 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.

Type of Item: Ordinance

Summary: On or about June 9, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Field Farm & Livestock, Ltd., and Brazoria Field Farm and Livestock, LLC, the owners of approximately 103.57 acres of land located off County Roads 144, 145, and 147, Alvin, Texas, in unincorporated Brazoria County.

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's. **172072** (CR145 - 69.42 acres), **174036** (CR 144-4.94 acres), **174040** (CR 144 - 8.62 acres), **174080** (CR 147 - 10 acres) and **719422** (CR 145 - 0.52 acres). The property is currently located within the City of Alvin's extraterritorial jurisdiction, 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.

Extending water and sewer infrastructure to service these tracts is not currently in our Capital Improvement Program. As a result, the owner will pursue permitting and development through Brazoria County and TCEQ.

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 July 24, 2026.

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-L; ETJ Release; CR 144, 145, 147; Field Farm and Livestock
2. Petition ETJ Release; Field Farm & Livestock LTD; 103.5757 acres; CR 145
3. Aerial Map of ETJ Release Area and City Limits
4. BCAD Individual Parcel Locations
5. BCAD Parcel Descriptions & Acreage Each

Recommendation: Move to approve Ordinance 26-L, releasing approximately 103.5757 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.

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-L

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 103.57 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.

WHEREAS, Section 42.102 of the Texas Local Government Code authorizes a resident or landowner of an area in the extraterritorial jurisdiction (“ETJ”) of a municipality to file petition with the municipality to be released from the ETJ of the municipality; and

WHEREAS, on or about June 9, 2026, the City received a Petition for Release from Field Farm and Livestock, LTD and Brazoria Field Farm and Livestock LLC, the owner of approximately 103.57 acres of land located near County Roads 144, 145, 147, and 195, Alvin, Texas identified by the Brazoria County Appraisal District as Property ID No. **172072, 174036, 174040, 174080, and 719422**, located entirely within the City of Alvin’s ETJ, in Brazoria County, Texas; and

WHEREAS, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 103.57 acres of land in the City’s ETJ, as described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Section 42.105 provides upon a proper petition, the City shall immediately release the area from its ETJ and shall take action before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

Section 2. Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 103.57 acres of land as described in Exhibit A from its extraterritorial jurisdiction.

Section 3. This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin’s ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

Section 4. The official map and boundaries of the City of Alvin are hereby amended and revised so as to release solely the portion of its ETJ that is described in Exhibit A.

Section 5. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance 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 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 16th day of July 2026.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Received 6/9/26 SLZ

DUNAGAN | CHILDS Attorneys at Law

MAIN OFFICE | 248 ADDIE ROY ROAD, SUITE B204 | AUSTIN, TEXAS 78746
PHONE: 512.279.0800 | FACSIMILE: 512.279.0806

WESTLAKE OFFICE | 2004 LAKESHORE DRIVE | AUSTIN, TEXAS 78746
PHONE: 512.328.8263 | FACSIMILE: 512.328.8265

WRITER'S DIRECT LINE: 512.279.0805
WRITER'S E-MAIL: kchilds@dunaganchilds.com

June 8, 2026

Via Federal Express

Ms. Dixie Roberts
City Secretary
City of Alvin
3201 TX-35
Alvin, Texas 77511

Re: Petition for Release of an Area from a Municipality's Extraterritorial
Jurisdiction – 103.5757 acres

Dear Ms. Roberts:

Please find enclosed, for consideration by the Mayor and City Council of the City of Alvin, Texas (the "City"), one original Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 103.5757 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed documents, please feel free to call me at (512) 279-0805. Thank you for your attention to this matter.

Dunagan | Childs attorneys at law



Kevin Childs

• Admitted to practice in Texas and California
• Licensed Architect, State of Texas

CC: Field Farm & Livestock, Ltd.

**PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:**

FIELD FARM AND LIVESTOCK, LTD., a Texas limited partnership and BRAZORIA FIELD FARM AND LIVESTOCK, LLC, a Texas limited liability company (collectively, the "Petitioner"), pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, respectfully petitions this Honorable City Council to release from the extraterritorial jurisdiction of the City of Alvin, Texas (the "City") 103.5757 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** attached hereto and incorporated herein for all purposes (the "Land"). In support of this petition the Petitioner represents as follows:

1.

The fee simple title to the Land is held entirely by Petitioner, and Petitioner therefore owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District, attached hereto as **Exhibit C**. Petitioner's ownership is further reflected by deeds recorded in the Official Public Records of Brazoria County, Texas.

2.

The Land is not located within five (5) miles of the boundary of a military base (as defined by Section 43.0117 of the Texas Local Government Code) at which an active training program is conducted.

3.

The Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

4.

The Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

5.

The Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

6.

The Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED ON _____, 2026.

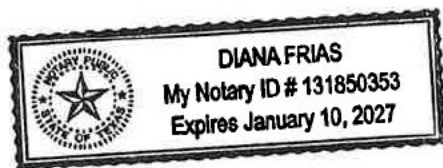
FIELD FARM AND LIVESTOCK, LTD.,
a Texas limited partnership

By: FFLA GP, LLC, a Texas limited liability company,
its General Partner

By: Sean Mickler
Name: Sean Mickler
Title: Manager
DOB: [REDACTED]
Residence Address:
603 Oaklark
Friendswood TX 77546
Date of Signing: 6-3, 2026

THE STATE OF TEXAS §
 §
COUNTY OF Cherokee §

This instrument was acknowledged before me on the 3rd day of June, 2026, by Sean Mickler as Manager of FFLA GP, LLC, a Texas limited liability company, General Partner of FIELD FARM AND LIVESTOCK, LTD., a Texas limited partnership, on behalf of said limited partnership.



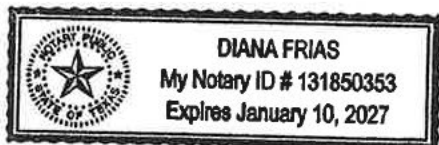
[Signature]
Notary Public, State of Texas

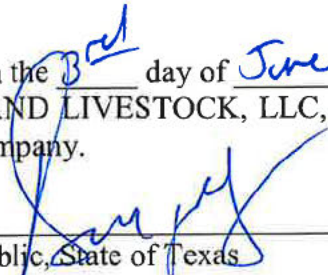
BRAZORIA FIELD FARM AND LIVESTOCK, LLC,
a Texas limited liability company

By: 
Name: Sean Mickler
Title: Manager
DOB: [REDACTED]
Residence Address:
603 Quaker
Friendswood TX 77546
Date of Signing: 6-3, 2026

THE STATE OF TEXAS §
 §
COUNTY OF Aransas §

This instrument was acknowledged before me on the 3rd day of June, 2026, by Sean Mickler as Manager of BRAZORIA FIELD FARM AND LIVESTOCK, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Attachments:

Exhibit A: Description of Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

Exhibit A
Description of Land

[See Attached; 4 pages]

**DESCRIPTION OF A TRACT OF LAND CONTAINING
79.9544 ACRES (3,482,814 SQUARE FEET) SITUATED
IN SECTION 25, A.C.H. & B. COMPANY SURVEY, ABSTRACT 412 &
IN SECTION 28, H.T. & B. RR. COMPANY SURVEY, ABSTRACT 473
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 79.9544 acres (3,482,814 square feet), being Lots 28, 29, 31, 32, 41 and 42, of the Subdivision of Section 25, of the A.C.H. & B. Company Survey, Abstract 412, a subdivision recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas and being Lot 53 of the H.H. Wellman Subdivision the H.T. & B. RR. Company Survey, Abstract 473, a subdivision recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, being all of a tract of land conveyed unto Gladys V. McKissick Revocable Trust, by deed recorded under County Clerk's File No. 2018036639 of the Official Records of Brazoria County, Texas. Said 79.9544 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of a 40' platted road as recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas and the centerline of County Road 145 (60 feet wide as occupied) at the south corner of said Lot 28 and the south corner of the said tract herein described;

THENCE North 51°20'25" West, along the centerline of said County Road 145 and said 40' platted road and along the southwest line of said Lot 28 and Lot 29, a distance of 1322.53 feet to the common corner of Lot 19, Lot 20, Lot 30 of said Section 25 and said Lot 29 and the most southerly southwest corner of the said tract herein described;

THENCE North 38°39'35" East, along the northwest line of said Lot 29, passing a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said County Road 145 at a distance of 30.00 feet, continuing for a total distance of 660.00 feet to a found 1/2-inch iron rod for the common corner of said Lot 29, Lot 30, Lot 31 and Lot 32 of said Section 25 and for an interior corner of the said tract herein described;

THENCE North 51°20'25" West, along the southwest line of said Lot 31, a distance of 660.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the southeast line of Lot 52 of said H.H. Wellman Subdivision for the west corner of said Lot 31 and the west corner of the said tract herein described;

THENCE North 38°39'35" East, along the northwest line of said Lot 31 and the southeast line of said Lot 52, a distance of 606.89 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of said Lot 52 and Lot 53 and for an interior corner of the said tract herein described;

THENCE North 51°47'30" West, along the southwest line of said Lot 53 a distance of 659.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of Lot 51, Lot 52, Lot 53 and Lot 54 of said H.H. Wellman Subdivision, and the most northeasterly southwest corner of the said tract herein described (from which a found 5/8-inch iron rod bears South 34°49' East a distance of 0.7 feet);

THENCE North 38°28'39" East, along the northwest line of said Lot 53, a distance of 668.33 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of Lot 53, Lot 54, Lot 59 and Lot 60 of said H.H. Wellman Subdivision for the northwest corner of the said tract herein described;

THENCE South 51°26'21" East, along the northeast line of said Lot 53, a distance of 659.82 to a found 1-1/2-inch iron pipe in the northwest line of said Lot 42 of Section 25 for the east corner of said Lot 53 and for an interior corner of the said tract herein described;

THENCE North 38°50'38" East, along the northeast line of said Lot 53, a distance of 41.49 to a found 1-inch iron pipe for the southwest corner of Country Heights Estates, a subdivision recorded in Volume 18, Pages 389-390 of the Plat Records of Brazoria County, Texas, the most westerly north corner of said Lot 42 and the north corner of the said tract herein described;

THENCE South 51°30'57" East, along the northeast line of said Lot 42, a distance of 661.52 feet to point in the centerline of a ditch for the southeast corner of Final Plat of Country Heights Estates, a subdivision recorded in File No. 2018010380 of the Plat Records of Brazoria County, Texas and an interior corner of the said tract herein described;

THENCE North 38°49'57" East, a distance of 2.70 feet, to point in the centerline of a ditch, for the most easterly north corner of the said tract herein described;

THENCE South 51°14'51" East, along the northeast line of said Lot 41, a distance of 658.50 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east corner of said Lot 41 and the most northerly east corner of the said tract herein described;

THENCE South 38°36'56" West, along the southeast line of said Lot 41, a distance of 659.77 feet to set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of said Lot 32, Lot 33 and Lot 41 and an interior corner of the said tract herein described;

THENCE South 51°28'52" East, along the northeast line of said Lot 33, a distance of 660.43 feet to set 1/2-inch iron rod with cap marked "SURVEY 1" for the east corner of said Lot 33 and the east corner of the said tract herein described



www.survey1inc.com | survey1@survey1inc.com | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382 | March 6, 2024

THENCE South 38°34'10" West, along the southeast line of said Lot 33 and Lot 28, passing a found 1-inch iron pipe, for reference, in the northeast right of way line of said County Road 145 at a distance of 1288.17 feet and continuing for a total distance of 1318.17 feet to the POINT OF BEGINNING and containing 79.9544 acres (3,482,814 square feet) more or less.

*Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated March 6, 2024, job number 2-131518-24
Revised on April 5, 2024*



www.survey1inc.com | survey1@survey1inc.com | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382 | March 6, 2024

**DESCRIPTION OF A TRACT OF LAND CONTAINING
23.6213 ACRES (1,028,944 SQUARE FEET) SITUATED
IN SECTION 20, H.T. & B. RR. COMPANY SURVEY, ABSTRACT 473
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 23.6213 acres (1,028,944 square feet), being out of Lots 54 and 59 and all of Lot 62 of the H.H. Wellman Subdivision of the H.T. & B. RR. Company Survey, Section 20, Abstract 473, a subdivision recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, being all of a tract of land conveyed unto Stan H. Maggard and Conni M. Maggard, by deed recorded under County Clerk's File No. 1990031838 of the Official Records of Brazoria County, Texas. Said 23.6213 acre tract being more particularly described by metes and bounds as follows:

(Note: Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83).

BEGINNING at a point in County Road 529 (a.k.a. Harriman Road)(50 feet wide as occupied) for the east corner of said Lot 62 and the northeast corner of the said tract herein described;

THENCE South 38°28'39" West, along the southeast line of said Lots 54, 59 and Lot 62, passing a found 1-inch iron pipe, for reference, at the southwest right-of-way line of said County Road 529 at a distance of 15.00 feet and continuing for a total distance of 1897.91 feet (called 1897.69 feet) to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the south corner of said Lot 54 and the southeast corner of the said tract herein described;

THENCE North 51°28'59" West, along the southwest line of said Lot 54, a distance of 328.75 feet (called 329.78 feet) to a found 1/2-inch iron rod with cap marked "SURVEY 1" for a southwest corner of the said tract herein described;

THENCE North 38°24'52" East, a distance of 543.51 feet (called 543.62 feet) to a found 5/8-inch iron rod for a interior corner of the said tract herein described;

THENCE North 51°28'41" West, passing a found 1-inch iron pipe, for reference, in the southeast right-of-way line of County Road 144 (a.k.a. Herring Road)(60 feet wide as occupied) at a distance of 300.16 feet and continuing for total distance of 330.16 feet to a point in the centerline of a 30' platted road as recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, the centerline of said County Road 144 and the northwest line of said Lot 54 for the southwest corner of the said tract herein described;

THENCE North 38°28'02" East, along the centerline of said County Road 144 and said 30' platted road and along the northwest line of said Lots 54 and 59, a distance of 576.33 feet (called 575.81 feet) for a northwest corner of the said tract herein described;

THENCE South 51°20'08" East, passing the southeast right-of-way line of County Road 144, at a distance of 30.00 feet (from which a found 1-inch pipe bears North 51°20'08" West a distance of 0.67 feet), and continuing for a total distance of 208.70 feet (called 208.79 feet) to a found 1-inch iron pipe for an interior corner of the said tract herein described;

THENCE North 38°29'27" East, a distance of 208.64 feet to a found 1-inch iron pipe for an interior corner of the said tract herein described;

THENCE North 51°19'02" West, passing the southeast right-of-way line of County Road 144, at a distance of 178.78 feet (from which a found 1-inch pipe bears North 51°19'02" West a distance of 0.42 feet), and continuing for a total distance of 208.78 feet (called 208.28 feet) to the centerline of said County Road 144 and the centerline of said 30' platted road for the west corner of said Lot 62 and a southwest corner of the said tract herein described;

THENCE North 38°28'02" East, along the centerline of said County Road 144 and said 30' platted road and along the northwest line of said Lot 62, a distance of 570.11 feet (called 569.44 feet) to a point in said County Road 529 for the north corner of said Lot 62 and the northwest corner of the said tract herein described;

THENCE South 51°25'02" East, along the northeast line of said Lot 62, a distance of 659.76 feet (called 659.85 feet) to the POINT OF BEGINNING and containing 23.6213 acres (1,028,944 square feet) more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated October 23, 2025, job number 10-158090-25.



Survey 1, Inc.
Your Land Survey Company

www.survey1inc.com | survey1@survey1inc.com | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382 | October 23, 2025
Revised: January 9, 2026

**DESCRIPTION OF A TRACT OF LAND CONTAINING
0.5789 ACRES (25,219 SQUARE FEET) SITUATED
IN SECTION 25, A.C.H. & B. COMPANY SURVEY, ABSTRACT 412
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 0.5789 acres (25,219 square feet), being out of Lots 31, 32, 41 and 42, of the Subdivision of Section 25, of the A.C.H. & B. Company Survey, Abstract 412, a subdivision recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas being out of a tract of land conveyed unto Gladys V. McKissick Revocable Trust, by deed recorded under County Clerk's File No. 2018036639 of the Official Records of Brazoria County, Texas. Said 0.5789 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point in the centerline of a 40 foot platted road as recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas and the centerline of County Road 145 (60 feet wide as occupied) at the south corner of said Lot 28;

THENCE North 51°20'25" West, along the centerline of said County Road 145 and said 40 foot platted road and along the southwest line of said Lot 28 and Lot 29, a distance of 1322.53 feet to the common corner of Lot 19, Lot 20, Lot 30 of said Section 25 and said Lot 29;

THENCE North 38°39'35" East, along the northwest line of said Lot 29, passing a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said County Road 145 at a distance of 30.00 feet and continuing for a total distance of 660.00 feet to a found 1/2-inch iron rod for the common corner of said Lot 29, Lot 30, Lot 31 and Lot 32 of said Section 25;

THENCE North 39°47'43" East, a distance of 542.00 feet, to the POINT OF BEGINNING and the southwest corner of the said tract herein described;

THENCE North 27°59'30" West, a distance of 181.17 feet, to the northwest corner of the said tract herein described;

THENCE following a curve to the left, having a radius of 320.00 feet, an arc length of 234.12 feet, a chord bearing North 85°28'32" East and a chord distance of 228.94 feet to the northeast corner of the said tract herein described;

THENCE South 27°59'30" East, a distance of 90.00 feet, to the southeast corner of the said tract herein described;

THENCE South 62°00'30" West, a distance of 210.00 feet to the POINT OF BEGINNING and containing 0.5789 acres (25,219 square feet) more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated June 11, 2024, job number 6-138292-24.



www.survey1inc.com | survey1@survey1inc.com | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382 | June 11, 2024

Exhibit B
Map of the Land

[See Attached; 4 pages]

Exhibit C
Certificate of Ownership

[See Attached]

BRAZORIA CENTRAL APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Ownership Certificate

**Re: 103.5757 acres; Brazoria County,
Abstracts 412, 473**

Date: 05/22/2026

Certificate No.0317

I, the undersigned, hereby certify that I have examined the 2026 appraisal roll of Brazoria Central Appraisal District as of May 22, 2026, for the land described in the legal description attached, the described property is listed in the name(s) of:

<u>Owner:</u>	<u>Account Number:</u>	<u>Market Value:</u>	<u>Appraised Value:</u>
Field Farm and Livestock LTD	04120043000	\$2,556,420	\$2,556,420
	04730020000	\$540,430	\$540,430
	04730021000	\$311,730	\$311,730
	04730041000	\$210,370	\$218,370
Brazoria Field Farm & Livestock LLC	04120043001	\$60,790	\$60,790

Certified this the 22nd day of May 2026



Marcel Pierel III
Chief Appraiser

Certificate Cost: \$10.00

Cert 0317

Requested by: Meredith Peterson

Organization: Dunagan Childs

**DESCRIPTION OF A TRACT OF LAND CONTAINING
79.9544 ACRES (3,482,814 SQUARE FEET) SITUATED
IN SECTION 25, A.C.H. & B. COMPANY SURVEY, ABSTRACT 412 &
IN SECTION 20, H.T. & B. RR. COMPANY SURVEY, ABSTRACT 473
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 79.9544 acres (3,482,814 square feet), being Lots 28, 29, 31, 32, 41 and 42, of the Subdivision of Section 25, of the A.C.H. & B. Company Survey, Abstract 412, a subdivision recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas and being Lot 53 of the H.H. Wellman Subdivision the H.T. & B. RR. Company Survey, Abstract 473, a subdivision recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, being all of a tract of land conveyed unto Gladys V. McKissick Revocable Trust, by deed recorded under County Clerk's File No. 2018036639 of the Official Records of Brazoria County, Texas. Said 79.9544 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the centerline of a 40' platted road as recorded in Volume 8, Page 622 of the Plat Records of Brazoria County, Texas and the centerline of County Road 145 (60 feet wide as occupied) at the south corner of said Lot 28 and the south corner of the said tract herein described;

THENCE North 51°20'25" West, along the centerline of said County Road 145 and said 40' platted road and along the southwest line of said Lot 28 and Lot 29, a distance of 1322.53 feet to the common corner of Lot 19, Lot 20, Lot 30 of said Section 25 and said Lot 29 and the most southerly southwest corner of the said tract herein described;

THENCE North 38°39'35" East, along the northwest line of said Lot 29, passing a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said County Road 145 at a distance of 30.00 feet, continuing for a total distance of 660.00 feet to a found 1/2-inch iron rod for the common corner of said Lot 29, Lot 30, Lot 31 and Lot 32 of said Section 25 and for an interior corner of the said tract herein described;

THENCE North 51°20'25" West, along the southwest line of said Lot 31, a distance of 660.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the southeast line of Lot 52 of said H.H. Wellman Subdivision for the west corner of said Lot 31 and the west corner of the said tract herein described;

THENCE North 38°39'35" East, along the northwest line of said Lot 31 and the southeast line of said Lot 52, a distance of 606.89 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of said Lot 52 and Lot 53 and for an interior corner of the said tract herein described;

THENCE North 51°47'30" West, along the southwest line of said Lot 53 a distance of 659.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of Lot 51, Lot 52, Lot 53 and Lot 54 of said H.H. Wellman Subdivision, and the most northeasterly southwest corner of the said tract herein described (from which a found 5/8-inch iron rod bears South 34°49' East a distance of 0.7 feet);

THENCE North 38°28'39" East, along the northwest line of said Lot 53, a distance of 668.33 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of Lot 53, Lot 54, Lot 59 and Lot 60 of said H.H. Wellman Subdivision for the northwest corner of the said tract herein described;

THENCE South 51°26'21" East, along the northeast line of said Lot 53, a distance of 659.82 to a found 1-1/2-inch iron pipe in the northwest line of said Lot 42 of Section 25 for the east corner of said Lot 53 and for an interior corner of the said tract herein described;

THENCE North 38°50'38" East, along the northeast line of said Lot 53, a distance of 41.49 to a found 1-inch iron pipe for the southwest corner of Country Heights Estates, a subdivision recorded in Volume 18, Pages 389-390 of the Plat Records of Brazoria County, Texas, the most westerly north corner of said Lot 42 and the north corner of the said tract herein described;

THENCE South 51°30'57" East, along the northeast line of said Lot 42, a distance of 661.52 feet to point in the centerline of a ditch for the southeast corner of Final Plat of Country Heights Estates, a subdivision recorded in File No. 2018010380 of the Plat Records of Brazoria County, Texas and an interior corner of the said tract herein described;

THENCE North 38°49'57" East, a distance of 2.70 feet, to point in the centerline of a ditch, for the most easterly north corner of the said tract herein described;

THENCE South 51°14'51" East, along the northeast line of said Lot 41, a distance of 658.50 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east corner of said Lot 41 and the most northerly east corner of the said tract herein described;

THENCE South 38°30'56" West, along the southeast line of said Lot 41, a distance of 659.77 feet to set 1/2-inch iron rod with cap marked "SURVEY 1" for the common corner of said Lot 32, Lot 33 and Lot 41 and an interior corner of the said tract herein described;

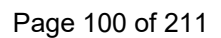
THENCE South 51°28'52" East, along the northeast line of said Lot 33, a distance of 660.43 feet to set 1/2-inch iron rod with cap marked "SURVEY 1" for the east corner of said Lot 33 and the east corner of the said tract herein described



THENCE South $38^{\circ}34'10''$ West, along the southeast line of said Lot 33 and Lot 28, passing a found 1-inch iron pipe, for reference, in the northeast right of way line of said County Road 145 at a distance of 1288.17 feet and continuing for a total distance of 1318.17 feet to the POINT OF BEGINNING and containing 79.9544 acres (3,482,814 square feet) more or less.

*Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated March 6, 2024, job number 2-131518-24.
Revised on April 5, 2024*





[illegible][illegible]

The Alamo Title Company logo features a stylized red and blue arch above the text "Alamo Title Company". To the right of the logo is a photograph of a large, light-colored house with a prominent chimney and a well-manic lawn.

1/2 S. 1/4
SECTION 14
T. 33 N.
R. 10 E.
S. 10 E.


 OFFICE OF THE ATTORNEY GENERAL
 100 N. E. Street, Baltimore, MD 21202
 TEL: 410-535-6800 FAX: 410-535-6801
 WWW.MD.GOV










Page 101 of 211

**DESCRIPTION OF A TRACT OF LAND CONTAINING
23.6213 ACRES (1,028,944 SQUARE FEET) SITUATED
IN SECTION 20, H.T. & B. RR. COMPANY SURVEY, ABSTRACT 473
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 23.6213 acres (1,028,944 square feet), being out of Lots 54 and 59 and all of Lot 62 of the H.H. Wellman Subdivision of the H.T. & B. RR. Company Survey, Section 20, Abstract 473, a subdivision recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, being all of a tract of land conveyed unto Stan H. Maggard and Conni M. Maggard, by deed recorded under County Clerk's File No. 1990031838 of the Official Records of Brazoria County, Texas. Said 23.6213 acre tract being more particularly described by metes and bounds as follows:

(Note: Bearings shown hereon are referenced to the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83).

BEGINNING at a point in County Road 529 (a.k.a. Harriman Road)(50 feet wide as occupied) for the east corner of said Lot 62 and the northeast corner of the said tract herein described;

THENCE South 38°28'39" West, along the southeast line of said Lots 54, 59 and Lot 62, passing a found 1-inch iron pipe, for reference, at the southwest right-of-way line of said County Road 529 at a distance of 15.00 feet and continuing for a total distance of 1897.91 feet (called 1897.69 feet) to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the south corner of said Lot 54 and the southeast corner of the said tract herein described;

THENCE North 51°28'59" West, along the southwest line of said Lot 54, a distance of 328.75 feet (called 329.78 feet) to a found 1/2-inch iron rod with cap marked "SURVEY 1" for a southwest corner of the said tract herein described;

THENCE North 38°24'52" East, a distance of 543.51 feet (called 543.62 feet) to a found 5/8-inch iron rod for a interior corner of the said tract herein described;

THENCE North 51°28'41" West, passing a found 1-inch iron pipe, for reference, in the southeast right-of-way line of County Road 144 (a.k.a. Herring Road)(60 feet wide as occupied) at a distance of 300.16 feet and continuing for total distance of 330.16 feet to a point in the centerline of a 30' platted road as recorded in Volume 6, Page 152 of the Plat Records of Brazoria County, Texas, the centerline of said County Road 144 and the northwest line of said Lot 54 for the southwest corner of the said tract herein described;

THENCE North 38°28'02" East, along the centerline of said County Road 144 and said 30' platted road and along the northwest line of said Lots 54 and 59, a distance of 576.33 feet (called 575.81 feet) for a northwest corner of the said tract herein described;

THENCE South 51°20'08" East, passing the southeast right-of-way line of County Road 144, at a distance of 30.00 feet (from which a found 1-inch pipe bears North 51°20'08" West a distance of 0.67 feet), and continuing for a total distance of 208.70 feet (called 208.79 feet) to a found 1-inch iron pipe for an interior corner of the said tract herein described;

THENCE North 38°29'27" East, a distance of 208.64 feet to a found 1-inch iron pipe for an interior corner of the said tract herein described;

THENCE North 51°19'02" West, passing the southeast right-of-way line of County Road 144, at a distance of 178.78 feet (from which a found 1-inch pipe bears North 51°19'02" West a distance of 0.42 feet), and continuing for a total distance of 208.78 feet (called 208.28 feet) to the centerline of said County Road 144 and the centerline of said 30' platted road for the west corner of said Lot 62 and a southwest corner of the said tract herein described;

THENCE North 38°28'02" East, along the centerline of said County Road 144 and said 30' platted road and along the northwest line of said Lot 62, a distance of 570.11 feet (called 569.44 feet) to a point in said County Road 529 for the north corner of said Lot 62 and the northwest corner of the said tract herein described;

THENCE South 51°25'02" East, along the northeast line of said Lot 62, a distance of 659.76 feet (called 659.85 feet) to the POINT OF BEGINNING and containing 23.6213 acres (1,028,944 square feet) more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated October 23, 2025, job number 10-158090-25.

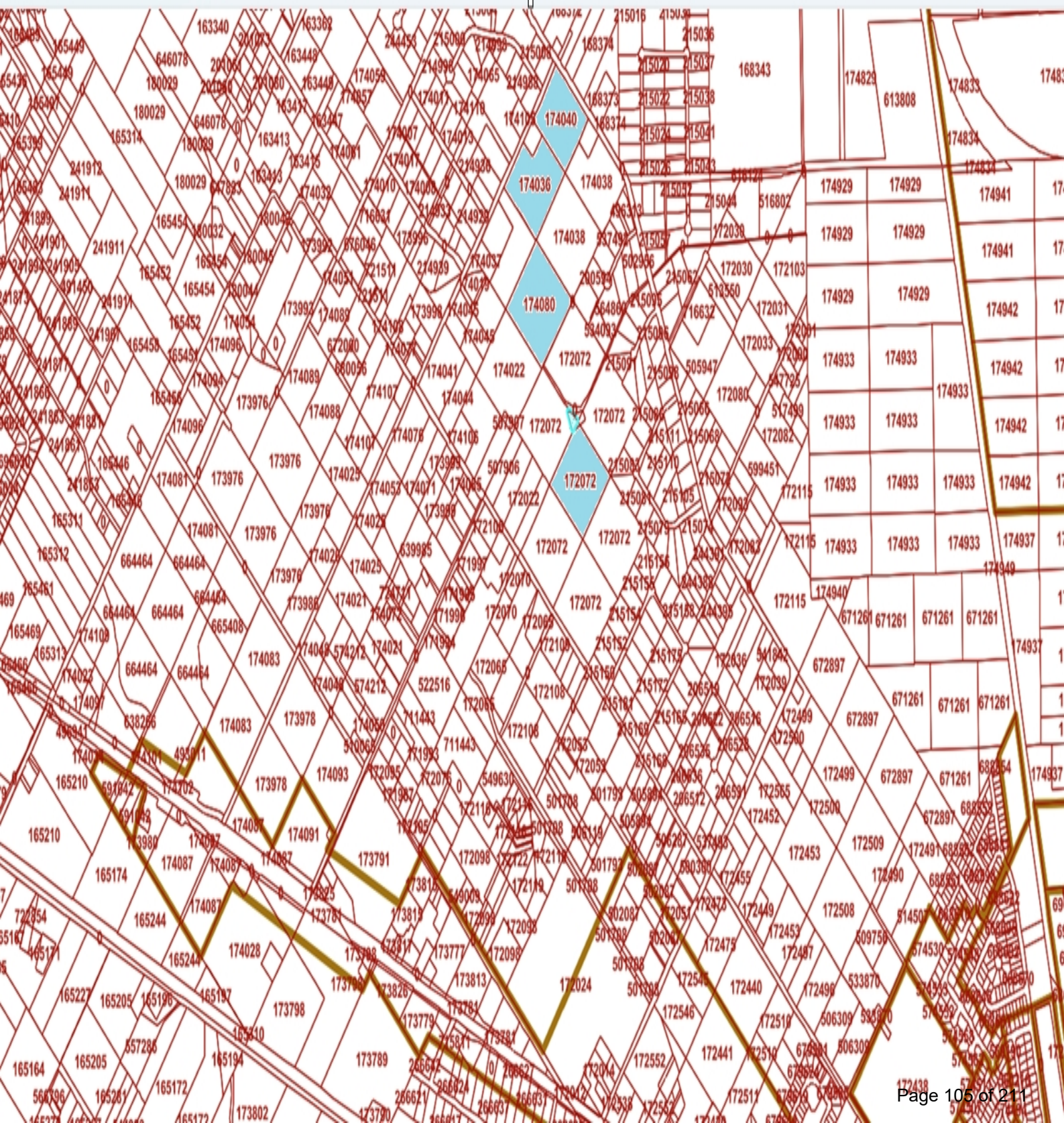


Survey 1, Inc.
Your Land Survey Company

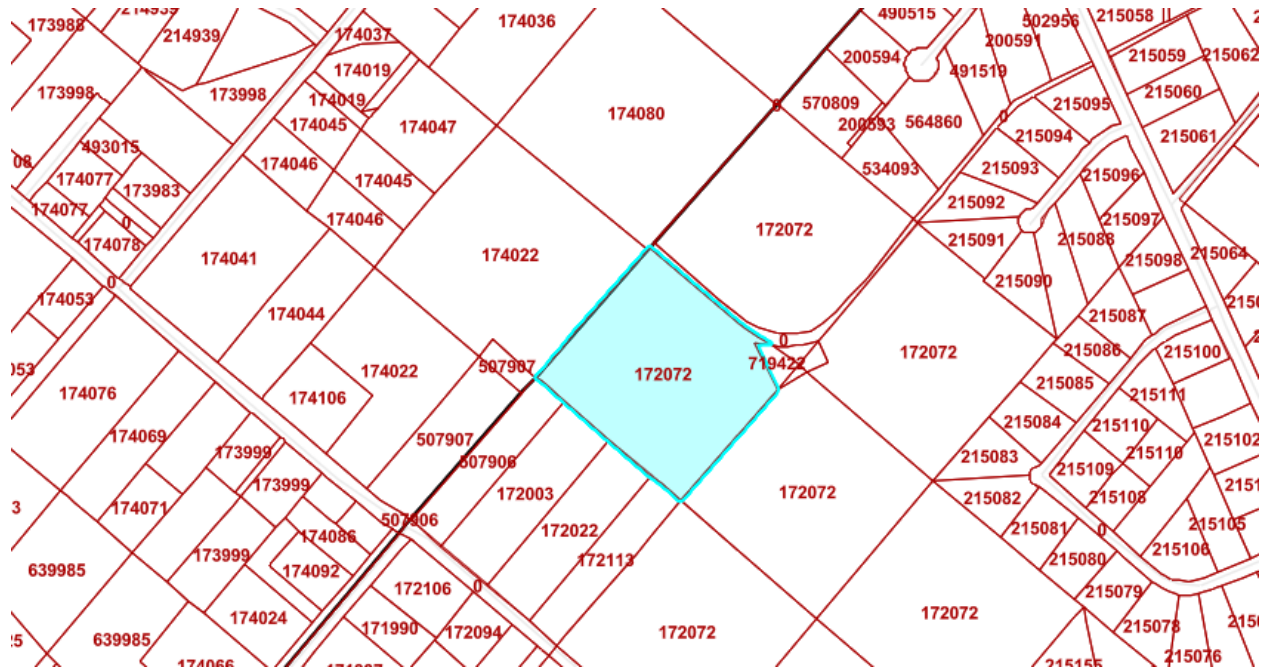
www.survey1inc.com | survey1@survey1inc.com | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382 | October 23, 2025
Revised: January 9, 2026

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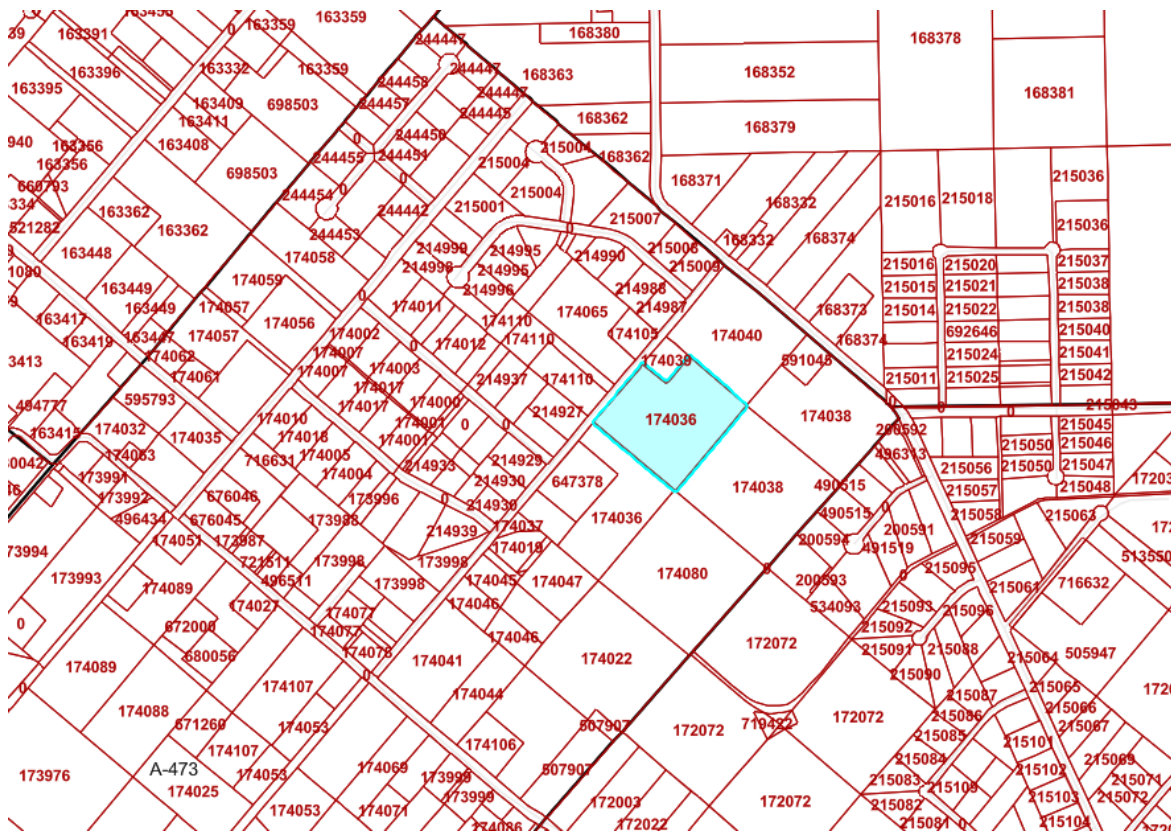




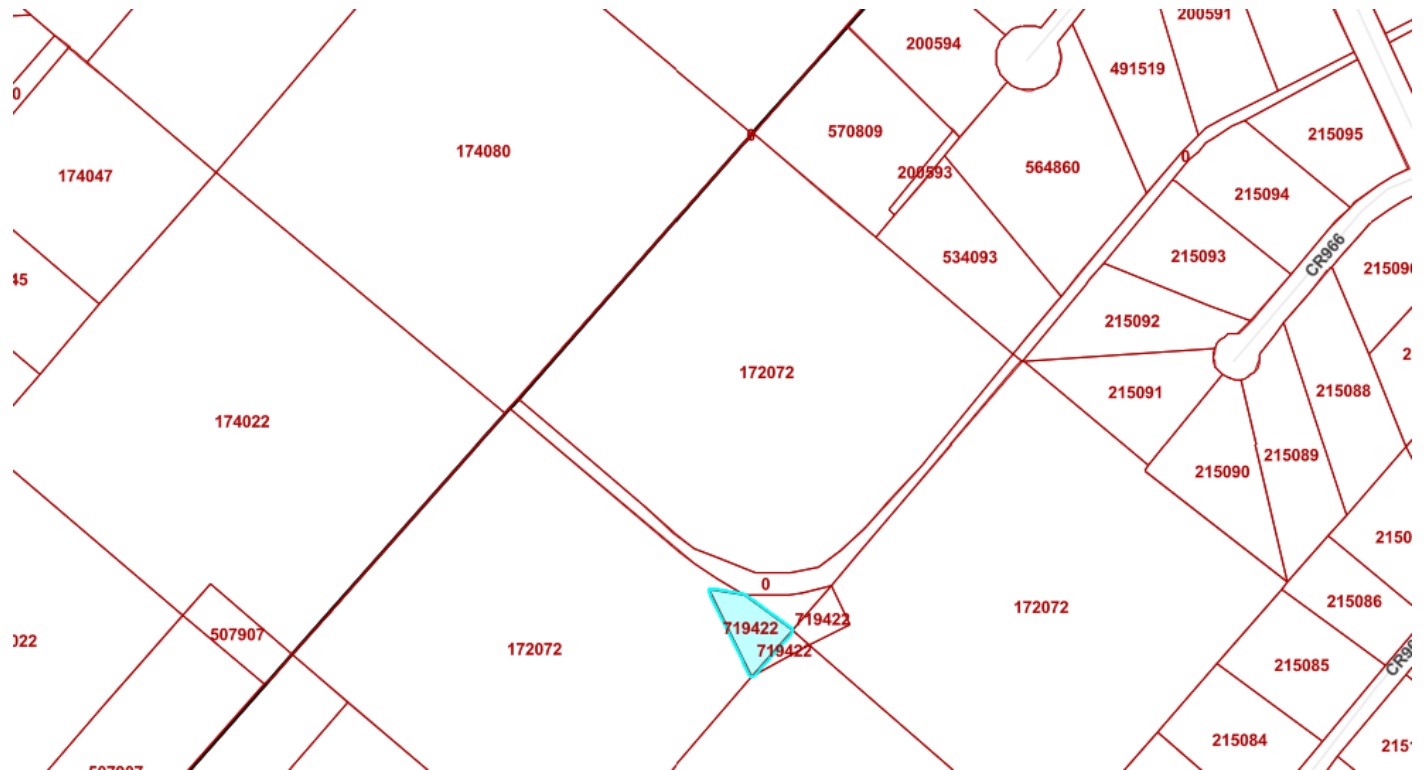
04120043000 - \$2,556,420 – 2298 CR145 – 69.4211 ACRES – **PROPERTY ID: 172072**



0473002000 - \$540,430 CR144 – 14.944 ACRES – **PROPERTY ID: 174036**



[illegible]

04120043001 - \$60,790 – CR 145 - 0.5789 ACRES – **PROPERTY ID: 719422**



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a Pipeline License Agreement with BNSF Railway Company, for the construction of an 8-inch sanitary sewer force main inside an 18-inch steel casing, across BNSF's 100-foot wide railroad right-of-way as described in the Pipeline License agreement; and authorize the City Manager to sign the Agreement.

Type of Item: Action Item

Summary: The Pipeline License Agreement being considered will allow the contractor for Brazoria County Municipal Utility District (MUD) 51 to cross the 100-foot wide occupied railroad right-of-way owned by BNSF Railway Company with the new 8-inch sanitary sewer force main that will serve the future Berry Creek (Beazer Homes) and Verona (KB Homes) Developments. BNSF Railway Company requires that a Pipeline License Agreement is approved between BNSF and the City of Alvin, since the force main will become part of the City's sanitary sewer system once construction is complete and accepted. All fees associated with the installation of the force main will be paid for by MUD 51.

Staff recommends approval of this Agreement.

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 ☒
Olson/Olson

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. BNSF Pipeline License Agreement
-

Recommendation: Move to approve a Pipeline License Agreement with BNSF Railway Company, for the construction of an 8-inch sanitary sewer force main inside an 18-inch steel casing, across BNSF's 100-foot wide railroad right-of-way as described in the Pipeline License agreement; 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: ☒

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2026 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF ALVIN**, a Texas municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline[s], 8 inches in diameter inside a(n) 18 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Alvin, County of Brazoria, State of Texas, Line Segment 7501, Mile Post 2.06 as shown on the attached Drawing No. 95872, dated September 19, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Nine Hundred and No/100 Dollars (\$3,900.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensors's Roadmaster of entry onto the Premises, at the telephone 409-853-6369, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("**HDD**") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Licensor flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally Deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors' applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensors has no duty or obligation to monitor Licensees use of the Premises to determine Licensees compliance with Environmental Laws, it being solely Licensees responsibility to ensure that Licensees use of the Premises is compliant. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 **"Environmental Law(s)"** shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. **Surrender of the Premises.**

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges

granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Alvin
2400 Fountainview Dr, Suite 500
Houston, TX 77057

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____
Patricia Villegas
Vice President, Permits

LICENSEE:

City of Alvin, a Texas municipality

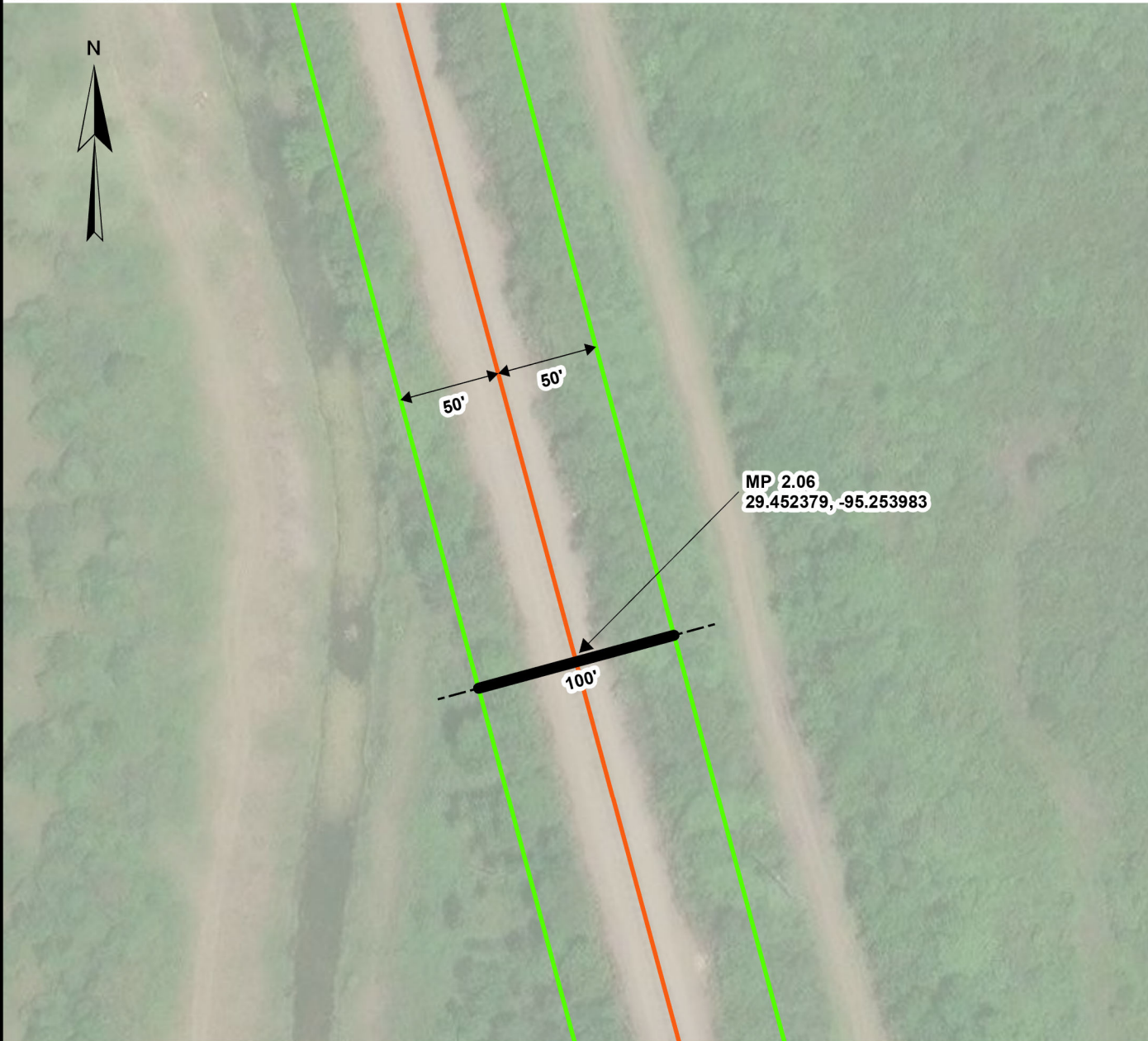
By: _____
Name: _____
Title: _____

SCALE: 1 IN = 75 FT
RED RIVER DIV.
MYKAWA SUBDIV.
L.S. 7501 MP: 2.06
DATE: 9/19/2025

EXHIBIT "A"

SURVEY:
O'DONNELL, M

MAP REF. 120601



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	8"	18"	LENGTH ON R/W:	100'	100'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	150 PSI	
PIPE MATERIAL:	PVC	CARBON STEEL	BURY: BASE/RAIL TO TOP OF CASING		12'
SPECIFICATIONS / GRADE:	150	35000	BURY: NATURAL GROUND		6'
WALL THICKNESS:	0.25"	0.25"	BURY: ROADWAY DITCHES		6'
COATING:	POLYURETHANES	POLYURETHANES	CATHODIC PROTECTION		NO

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

ALVIN
COUNTY OF BRAZORIA

STATE OF TX

TEC



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 26-K, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to remove the adoption of the 2024 International Energy Conservation Code appendices, as published by the International Code Council, Inc.; providing a severability clause, and an effective date.

Type of Item: Ordinance

Summary: Ordinance 26-K amends section 5-51 of Chapter 5 Buildings of the City of Alvin Code of Ordinances by removing the adoption of the appendices of the 2024 International Energy Conservation Code. The appendices, while not part of the code, can become part of the code if specifically included in the adopting ordinance.

In May 2026, Staff recognized an error with the April 2025 adoption of the 2024 International Energy Conservation Code. The ordinance that was adopted by city council states: "The International Energy Conservation Code 2024, and all its appendices are adopted as the energy conservation code of the city....."

Since the adoption of the 2018 International Energy Conservation Code, twenty optional appendices have been added to the 2024 edition. Staff did not intend to include these optional appendices in the City's adoption and recommends approval of Ordinance 26-K.

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-K ; Amending Chapter 5 Buildings

Recommendation: Move to approve Ordinance 26-K, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to remove the adoption of the 2024 International Energy Conservation Code appendices, as published by the International Code Council, Inc.; providing a severability clause and an effective date.

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: ☒

ORDINANCE NO. 26-K

AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, TO REMOVE THE ADOPTION OF THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE APPENDICES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City of Alvin’s Home Rule Charter; and

WHEREAS, on April 3, 2025, by Ordinance 25-H, the City Council of the City of Alvin, Texas, adopted the 2024 International Building Code, the 2024 International Residential Code, the 2024 International Plumbing Code, the 2024 International Mechanical Code, the 2024 International Fuel Gas Code, and the 2024 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended and revised to read as follows:

...

That Section 5-51, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-51. International Energy Conservation Code, 2024, adopted.

(a) The International Energy Conservation Code 2024, ~~and all its appendices are~~ is hereby adopted as the energy conservation code of the city, an authentic copy of ~~each~~ which has been filed with the City Secretary, ~~is are~~ hereby adopted and made a part of this section, except as follows:

(1) Section 101.1 of the International Energy Conservation Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(b) A copy of such code is on file in the office of the City Secretary. In the event of any conflict between the provisions of the housing code and the provisions of this Code of Ordinances, state law and city ordinances, rules and regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.

(c) If a conflict arises between any provisions of the International Energy Conservation Code and any other applicable provisions of a city ordinance or code adopted thereby, the more restrictive provision(s) 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. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance, if deemed guilty and upon conviction thereof, shall be fined as set forth herein. Each unlawful act or continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 7. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 16th day of July, 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Convention & Visitor Bureau

Contact: Courtney Landers

Agenda Item: Discuss and consider the Traffic Signal Controller Cabinet Wrap Project, including the selected artwork concepts and proposed cabinet locations; authorize staff to submit the required TxDOT agreement package; authorize the Mayor to execute the TxDOT agreement; and authorize installation of the proposed artwork on the City-owned traffic signal controller cabinet.

Type of Item: Action Item

Summary: The City of Alvin previously established the Alvin Public Art Program (APAP) through Resolution No. 25-R-10 and the Traffic Control Box Wrapping Program through Resolution No. 25-R-11. The program was created to transform selected traffic control cabinets into public art installations that support community beautification, civic pride, creative placemaking, and the integration of public art throughout the community. The program is included in the City's Strategic Plan under Vision Element No. 2 – Community Appeal and Image.

Staff recommends that City Council review and consider approval of the proposed Traffic Signal Controller Cabinet Wrap Project, including the selected artwork concepts, proposed cabinet locations, and authorization for staff to submit the required TxDOT agreement package for the TxDOT-owned traffic signal controller cabinets.

The proposed project includes three traffic signal controller cabinet wraps. Two of the cabinets are owned by TxDOT and require TxDOT approval before installation. The third cabinet is City-owned and does not require TxDOT approval. Staff is presenting the project in its entirety to provide City Council with the opportunity to review the proposed artwork, locations, and overall project before implementation.

The proposed cabinet locations were selected by staff, the Alvin Public Art Program (APAP) Board, and Keep Alvin Beautiful based on visibility, traffic exposure, and the opportunity to enhance highly traveled corridors throughout the community.

The artwork selection process began with a Request for Proposals (RFP) that opened in August 2025 and closed in October 2025. The City received two submissions during the initial solicitation; however, one submission was AI-generated and the other did not meet the project qualifications. The RFP was reopened and closed in January 2026 to allow additional artists the opportunity to submit artwork for consideration.

Following the second solicitation, staff, the APAP Board, and members from Keep Alvin Beautiful reviewed the submissions and narrowed the selection to two artists. One selected artist later became unresponsive, so staff proceeded with the remaining artist and requested an additional design based

on the project's needs and desired themes. The selected artwork concepts were reviewed and approved by the APAP Board and reflect themes connected to Alvin's history, identity, community character, and civic pride, including one design recognizing America's 250th anniversary.

Staff also researched similar traffic signal controller cabinet wrap programs in other communities, including Angleton and League City. Based on feedback and references from those municipal programs, staff selected Riot Color to provide professional field measurements, production, and installation services.

Before the TxDOT-owned cabinets can be wrapped, the City must submit the required TxDOT Traffic Signal Controller Cabinet Wrap Agreement package for review and approval. The package includes the agreement, proposed artwork concepts, cabinet locations, supporting City Council documentation, project work schedule, work responsibilities, installation information, and temporary traffic control plan.

Installation activities are expected to have minimal impact on traffic operations. No roadway lane closures are anticipated unless otherwise approved by TxDOT. Temporary traffic control and pedestrian safety measures, if needed, will be provided by the City and/or contractor in accordance with TxDOT requirements and the Texas Manual on Uniform Traffic Control Devices.

The FY 2026 budget includes \$10,000 in Hotel Occupancy Tax (HOT) funds for the Public Art Program. The estimated cost for this phase of the project is approximately \$5,469, including \$4,094 for three cabinet wraps, \$375 for professional field measurements, and \$1,000 in artist fees.

TxDOT Box Locations:

- Hwy 6/Gordon - 250th Anniversary Eagle (Artist: Santiago Perez)
- Gordon/Willis near Train Depot - Alvin Morgan Historical artwork (Athlyn Roberts)

City Owned:

- Bennet/Alvin Manvel Road - Longhorn in the field (Artist: Santiago Perez)

Funding Expected: Revenue ☐ Expenditure ☒	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>121-1006-14-3229</u> Amount: <u>\$5,469</u>	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. Resolution 25-R-10; Alvin Public Art Program
 2. Resolution 25-R-11; Traffic Box Wrapping
 3. TxDot; Cabinet Wrapping Agreement
 4. Traffic Cabinet Dimensions
 5. Artwork; Eagle 250 Anniversary; Santiago Perez
 6. Artwork; Alvin Morgan; Train Depot Box
 7. Artwork; Steer; Santiago Perez
 8. Pricing Quote for Wrapping
-

Recommendation: Move to approve the Traffic Signal Controller Cabinet Wrap Project, including the selected artwork concepts and proposed cabinet locations; authorize staff to submit the required TxDOT agreement package; authorize the Mayor to execute the TxDOT agreement; and authorize installation of the proposed artwork on the City-owned traffic signal controller cabinet.

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

RESOLUTION 25-R-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE ALVIN PUBLIC ART PROGRAM (APAP) TO ENHANCE COMMUNITY BEAUTIFICATION AND ENGAGEMENT, AND TO SUPPORT THE INTEGRATION OF PUBLIC ART INTO THE COMMUNITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin recognizes the importance of public art in enhancing community identity, civic pride, and the overall quality of life within the City; and

WHEREAS, the Alvin Public Art Program (APAP) provides a vision and framework for enhancing community beautification and engagement, while supporting the integration of temporary and permanent public art into public spaces; and

WHEREAS, the APAP supports creative placemaking by encouraging partnerships, engaging residents, and offering opportunities for local and regional artists to contribute to Alvin's visual and artistic landscape; and

WHEREAS, the City Council finds that adoption of the Alvin Public Art Program will further the City's goals of creating a vibrant, attractive, and inclusive community;

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

Section 1. Findings. That the findings set forth above are hereby found to be true and correct and are adopted as part of this Resolution. The Alvin Public Art Program (APAP), attached hereto as *Exhibit A*, is hereby incorporated by reference for all purposes.

Section 2. Adoption of Program. That the City Council of the City of Alvin hereby adopts the Alvin Public Art Program (APAP), attached hereto as *Exhibit A*, and authorizes its use as a guiding document for the development, coordination, and implementation of public art projects and initiatives throughout the community.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage,

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

RESOLUTION 25-R-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE TRAFFIC CONTROL BOX WRAPPING/PAINTING PROGRAM AS AN OFFICIAL COMPONENT OF THE ALVIN PUBLIC ART PROGRAM (APAP); AND SETTING FORTH OTHER RELATED MATTERS THERETO.

WHEREAS, the City of Alvin recognizes the value of public art in enhancing community aesthetics, supporting local artists, promoting civic pride, and contributing to the overall quality of life; and

WHEREAS, the Alvin Public Art Program (APAP) was established to guide and support public art initiatives that reflect the culture, heritage, and vibrancy of the Alvin community; and

WHEREAS, the Traffic Control Box Wrapping/Painting Program has been developed as a public art initiative that transforms ordinary traffic control boxes into canvases for creative expression and community beautification, while maintaining safety and functional standards; and

WHEREAS, the Traffic Control Box Wrapping/Painting Program, attached hereto as *Exhibit A*, outlines the purpose, procedures, eligibility criteria, and implementation strategies for this initiative in alignment with the goals of the APAP;

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

Section 1. Findings. That the findings set forth above are hereby found to be true and correct and are adopted as part of this Resolution. The City Council hereby adopts the Traffic Control Box Wrapping/Painting Program, attached hereto as *Exhibit A*, as an official component of the Alvin Public Art Program (APAP).

Section 2. Adoption of Program. That the City Manager, or their designee, is authorized to administer the program in coordination with the Alvin Public Art Committee (APAC), Keep Alvin Beautiful, and the Convention and Visitors Bureau (CVB), in accordance with the guidelines set forth in *Exhibit A*.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage,

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR PAINTING/WRAPPING OF
TRAFFIC SIGNAL CONTROLLER CABINET
FOR GOVERNMENTAL ENTITIES**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" or "TxDOT," and the City of Alvin, Texas acting by and through its duly authorized officials as evidenced by Resolution or Ordinance, dated May 1, 2025, which is attached to and made part of this contract, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, the State, allows local governments an opportunity to support the aesthetic improvement of the state highway system by donating the project development, establishment, and maintenance of decorating a traffic signal controller cabinet on a section of the state highway system upon approval of the State.

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding the improvement described as decorating the traffic signal controller cabinet, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

ARTICLE 1. TIME PERIOD

- A.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed and shall terminate on **July 15, 2030** or unless terminated in accordance with Article 10. This agreement may be renewed in writing by mutual agreement of the parties for two additional five-year terms after the expiration of the initial term of the contract.
- B.** At the end of the agreement, the Local Government shall restore the State's property to that of its previous condition unless mutually agreed otherwise. The cost of restoring the property shall be borne by the Local Government and meet standards in accordance with Article 7.

ARTICLE 2. PROJECT

- A.** The Local Government agrees to have the work performed as described in Attachment A, Plan, which consists of traffic control plans, sketches, drawings, and in Attachment B, Work Responsibilities. The plan shall be subject to the review and satisfactory approval by the State prior to Painting/Wrapping. No modification to the approved plan may be made without the prior written approval of TxDOT's local District Engineer.
- B.** Unless otherwise specifically stated in Attachment B, the State may supervise and inspect all work performed and provide such engineering inspection services as may be required to ensure that the project is accomplished in accordance with Attachment A.
- C.** The Local Government agrees to maintain the Painting/Wrappings to the State's satisfaction for the period of this agreement in accordance with Attachment C, Project Work Schedule.
- D.** The Local Government shall provide, erect, and maintain to the satisfaction of the State any barricades, signs, and traffic handling devices necessary to protect the safety of the traveling public while performing any work on the project.
- E.** The Local Government shall be responsible for any additional exhaust fan, or fans, should the equipment in the traffic signal controller cabinets included in the Painting/Wrapping plan not have a second fan already

present. The fans should be inspected to ensure full functionality.

- F. Traffic Signal Controller cabinets included in the Painting/Wrapping plan shall be evaluated by the State on a case-by-case basis for suitability. Cabinets more heavily populated with equipment will have higher temperatures than those less populated with equipment and will be more likely to approach the rated temperature and may be excluded from the plan by the State.
- G. The Local Government shall consult with the manufacturers of the Traffic Signal Controller cabinet to identify paint types/Wrapping Material that will adhere to aluminum and use the recommended products.
- H. All aspects of the project shall be carried out in compliance with applicable federal and state laws and regulations. The project shall be designed in accordance with Attachment A and with TxDOT's latest policies, procedures, standards, and guidelines. The Local Government shall award and manage all work.
- I. It is expressly understood that the State does not purport hereby to grant any right, claim, title or easement in or upon this State property.

ARTICLE 3. PROJECT FUNDING

- A. The Local Government is responsible for 100% of the cost of designing, decorating and maintaining the project. State funds shall not be made available to contribute to the design, Painting/Wrapping, or maintenance of this project under any circumstances.
- B. Any costs incurred by the State for repairs to the State Property, for removal of debris or any other necessary restoration work as a result of the project shall be billed to the Local Government at cost. The Local Government shall make full and complete payment to the State within thirty (30) days from receipt of State's written notification.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

- A. The Local Government represents and warrants that it has unrestricted and full use of any materials and items described in Attachment A and that by signing this agreement it relinquishes and transfers all rights and interest in and use to the State.
- B. The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

ARTICLE 5. MAINTENANCE

- A. Upon completion of the Project, the Local Government will assume responsibility for the maintenance of the Painting/Wrapping.
- B. If the State requires to perform maintenance work on the decorated Traffic Signal Controller Cabinet it shall, and if there is any damage to the Painting/Wrappings the Local Government will be responsible for 100% of the cost of the repair to the Painting/Wrapping

ARTICLE 6. RIGHT OF ACCESS

- A. The State shall permit the Local Government access to the site to perform any activities required to execute the work.
- B. Ingress and egress shall be allowed at all times for Federal and Highway Administration personnel and state employees and equipment when highway maintenance operations are necessary and for inspection purposes.
- C. This agreement does not give the Local Government any right to display or permit any other party to display literature, memorabilia, artifacts, or anything else in or around the Painting/Wrapping project, with the exception of the project itself. The Local Government shall follow all current TxDOT rules, policies, procedures, and regulations, which may be modified by TxDOT at any time without notice.

ARTICLE 7. CONDITION OF THE PROPERTY

- A. The Local Government shall complete the project in strict conformity to the plan as approved by the State. The Local Government shall not deposit any waste products on the premises and shall remove any materials and debris from the premises at the end of the project. The Painting/Wrapping project shall pose no danger or interfere to the traveling public. The State may halt the project at any time if, in its sole judgment, construction is posing a danger to the traveling public.
- A. The Local Government shall avoid damage on or outside the State property. At the State's request, the Local Government shall, at its own expense, restore or repair damage occurring on or outside State property, including but not limited to roadway and drainage structures, overhead signs, signs, traffic signals, pavement markings, and pavement to a condition equal to that existing before the project, and restore the natural and

cultural environment in accordance with federal and state laws, including landscaping and historical features.

ARTICLE 10. TERMINATION

cultural environment in accordance with federal and state laws, including landscaping and historical features.

ARTICLE 10. TERMINATION

- A.** This agreement may be terminated by: mutual written agreement and consent of both parties; the State upon the Local Government's violation of contract terms or failure to fulfill the obligations of this agreement; or the State if it determines that the performance of the project is not in the best interest of the State.
- B.** If the Local Government fails to maintain the project in accordance with Attachment C, Maintenance Schedule, the project shall be subject to removal at the State's discretion and at the Local Government's expense.
- C.** If the project is not completed within one year of the date of execution of this agreement, this agreement shall be terminated.

In the event the Project is not completed, the State shall seek reimbursement from the Local Government for repairs to the State Property, for removal of debris or any other necessary restoration work as a result of the project. The State shall bill the Local Government at cost and the Local Government shall make full and complete payment to the State within thirty (30) days from receipt of State's written notification.

ARTICLE 11. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Alvin Attn: City Secretary 3201 TX-35 Alvin, TX 77511	<i>Mail To:</i> District Engineer Texas Department of Transportation, Houston District 7600 Washington Avenue Houston, Texas 77007

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE 12. SOLE AGREEMENT

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

ARTICLE 13. AMENDMENTS

By mutual written consent of the parties, this contract may be amended prior to its expiration.

ARTICLE 14. EMPLOYEES NOT TO BENEFIT

Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

ARTICLE 15. DISPUTES

In the event of disputes as to obligations under the agreement, the State's decision shall otherwise be final and binding.

ARTICLE 16. ORDER OF DOCUMENT PRECEDENCE

In the event of any conflict among the elements of this agreement, they should prevail in this order

- A. This Agreement,
- B. Attachment A, Painting/Wrapping Plan,
- C. Attachment B, Work Responsibilities,
- D. Attachment C, Project Work Schedule.

ARTICLE 17. CONFIDENTIALITY

The Local Government shall not disclose information obtained from the State under this contract without the express written consent of the State.

ARTICLE 18. ASSIGNMENTS OR SUBCONTRACTS

The Local Government shall not assign or otherwise transfer their obligations under this agreement except with prior written consent of TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. A copy of the subcontract must be sent to TxDOT immediately following execution.

ARTICLE 19. INDEMNIFICATION

A. Errors, Omissions, Negligent Acts. To the extent permitted by law, the Local Government shall indemnify and save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, which are performed under this contract, and which are caused by or result from error, omission, or act of the Local Government, its agent, or any person employed by the Local Government.

B. Attorney Fees. The Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Government, its agents, or its employees.

ARTICLE 20. COMPLIANCE WITH LAWS

The Local Government performance shall be in compliance with all federal, state, and local laws, ordinances, and regulations including but not limited to:

- ◆ the Endangered Species Act of 1973, 16 USC Section 1531 et seq., and the regulations there as amended;
- ◆ TxDOT erosion and sedimentation control standards and TxDOT Vegetation and Management Standards, which may in any way regulate or control the activity; and
- ◆ all state and federal environmental laws and any conditions required by the State to protect the environment.

ARTICLE 21. STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 22. INSURANCE

If the Local Government or its subcontractors shall perform work on the State's right of way, the Local Government or its subcontractors shall maintain insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Local Government or its subcontractors certifies that it shall keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Local Government or its subcontractors must stop work until a new certificate of insurance is provided.

ARTICLE 23. SIGNATORY WARRANTY

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

_____, P. E.

Eliza C. Paul, P.E, District Engineer

Date _____

THE LOCAL GOVERNMENT

Name of the Local Government _____

By _____ Date _____

Typed or Printed Name and Title _____

Attachments

- A. Painting/Wrapping Plan**
- B. Work Responsibilities**
- C. Project Work Schedule**

Attachment A Painting/Wrapping Plan

The City of Alvin proposes to wrap selected TxDOT traffic signal controller cabinets within the City of Alvin as part of the Alvin Public Art Program, adopted by City Council through Resolution 25-R-10 on May 1, 2025.

The Alvin Public Art Program establishes a formal framework for promoting, supporting, and implementing public art projects throughout the City of Alvin. The program is intended to enhance community beautification, foster public engagement, support creative placemaking, and integrate public art into City spaces.

The traffic signal controller cabinet wrap project will support the City's public art goals by adding professionally designed vinyl artwork to approved TxDOT traffic signal controller cabinets. Proposed artwork may reflect Alvin's community identity, history, culture, agriculture, patriotic themes, downtown character, and other locally relevant subjects.

All final artwork, cabinet locations, material specifications, traffic control plans, and installation details will be submitted to TxDOT for review and written approval before installation. No work will begin until TxDOT has approved the final project plan.

The City of Alvin will coordinate the project through the Alvin Convention and Visitors Bureau / Visit Alvin, which serves as the primary point of contact for public art program management and project coordination under the Alvin Public Art Program.

Proposed Cabinet Locations:

Highway 6 and Gordon Street (AKA TX-35 BUS & Hwy 6)
Gordon Street and Willis Street (large box only)

Artwork/Design Attachments:

Final artwork files, mockups, material specifications, and location maps shall be attached or submitted to TxDOT before installation.

Attachment B Work Responsibilities

The City of Alvin, through the Alvin Convention and Visitors Bureau / Visit Alvin, shall coordinate the public art project in accordance with the Alvin Public Art Program adopted by Resolution 25-R-10.
City of Alvin Responsibilities

The City of Alvin shall be responsible for the following:

Funding 100% of the project, including design, materials, fabrication, installation, maintenance, repair, and removal if required.
Coordinating artwork selection, design development, and final artwork approval through the City's public art process.
Submitting final artwork, cabinet locations, materials, traffic control plans, and installation details to TxDOT for review and written approval prior to installation.
Procuring and managing any artists, designers, contractors, installers, or vendors associated with the project.
Ensuring that the selected vendor uses materials compatible with traffic signal controller cabinets and suitable for outdoor use.
Coordinating with TxDOT to determine cabinet suitability prior to installation.
Ensuring that no wrap or material blocks vents, locks, doors, handles, warning labels, access panels, serial numbers, or any functional component of the cabinet.
Providing any necessary traffic control, barricades, signs, or safety measures required during installation or maintenance.
Maintaining the wraps for the full term of the agreement to TxDOT's satisfaction.
Repairing, replacing, or removing damaged, faded, peeling, vandalized, or deteriorated wraps at the City's expense.
Restoring the cabinet or surrounding property to its previous condition if required by TxDOT or at the end of the agreement.
Ensuring compliance with applicable federal, state, and local laws, regulations, TxDOT standards, and insurance requirements.
TxDOT Responsibilities

TxDOT shall be responsible for the following:

Reviewing proposed cabinet locations for suitability.
Reviewing final artwork, installation plans, materials, and traffic control plans before installation.
Providing written approval before any work begins.
Inspecting work as needed to ensure compliance with TxDOT standards.
Notifying the City of Alvin if maintenance, repair, removal, or restoration is required.
Retaining full ownership, access, and operational control of the traffic signal controller cabinets.

Attachment C Project Work Schedule

Project Work Schedule

The City of Alvin has completed the artwork review process through the Alvin Public Art Program. Artwork for the proposed traffic signal controller cabinet wraps has been reviewed and approved by the Alvin Public Art Program board members. The project will now proceed through TxDOT review, final coordination, fabrication, installation, and ongoing maintenance.

No work will begin until TxDOT has reviewed and approved the final artwork, cabinet locations, material specifications, installation details, and any required traffic control plans.

Phase 1: Completed: APAP Artwork Approval

Artwork concepts and final designs were reviewed and approved through the Alvin Public Art Program board process.

Phase 2: TxDOT Review and Approval

The City of Alvin will submit the approved artwork, proposed cabinet locations, material specifications, vendor information, and installation details to TxDOT for review. The City will make any revisions requested by TxDOT before installation.

Phase 3: Fabrication and Installation Coordination

After TxDOT approval, the City of Alvin will coordinate with the selected vendor to fabricate the cabinet wraps and schedule installation.

Phase 4: Installation

The selected vendor will install the approved wraps in accordance with TxDOT-approved plans. The City will coordinate any required safety measures, access needs, or traffic control requirements.

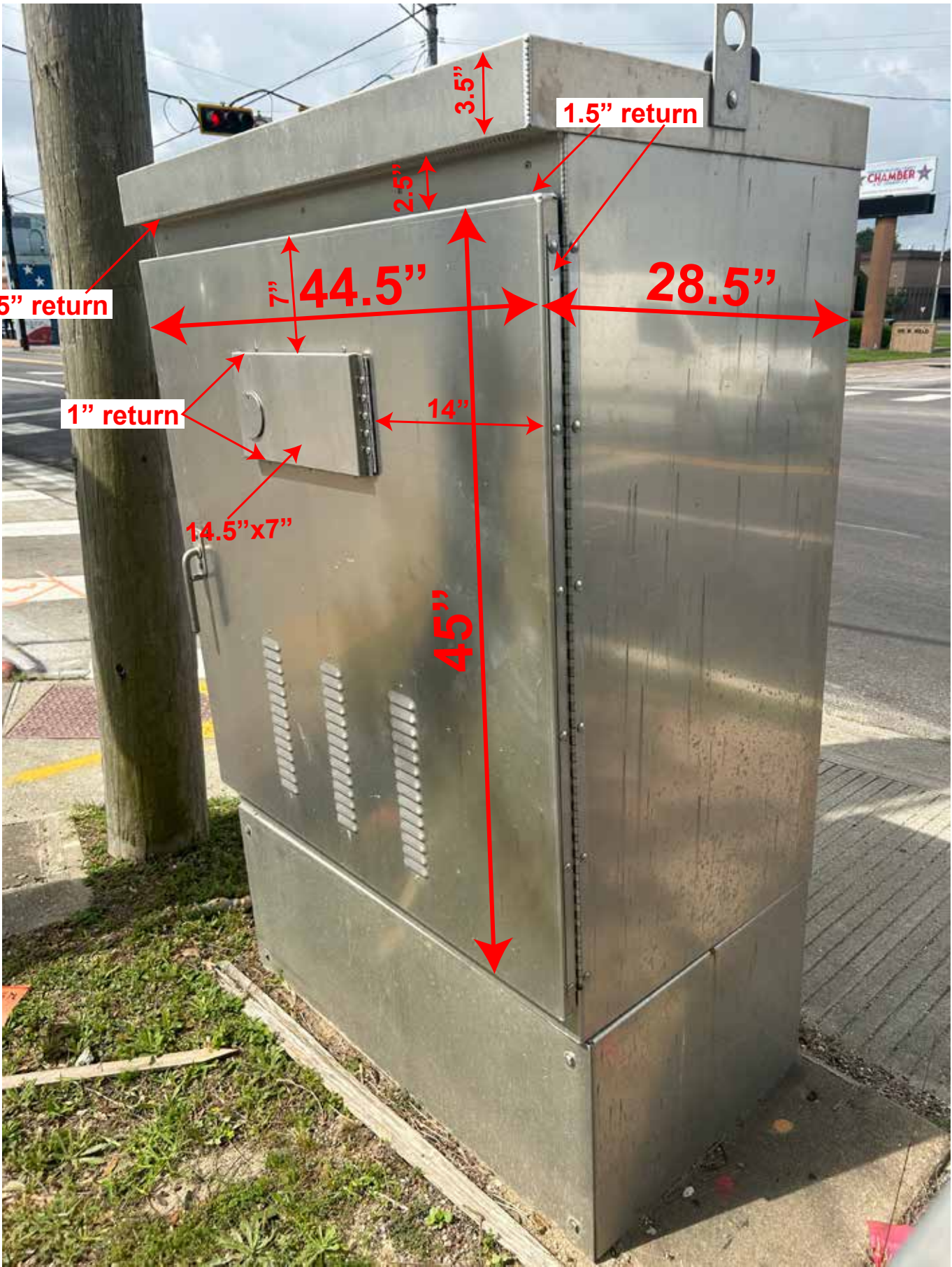
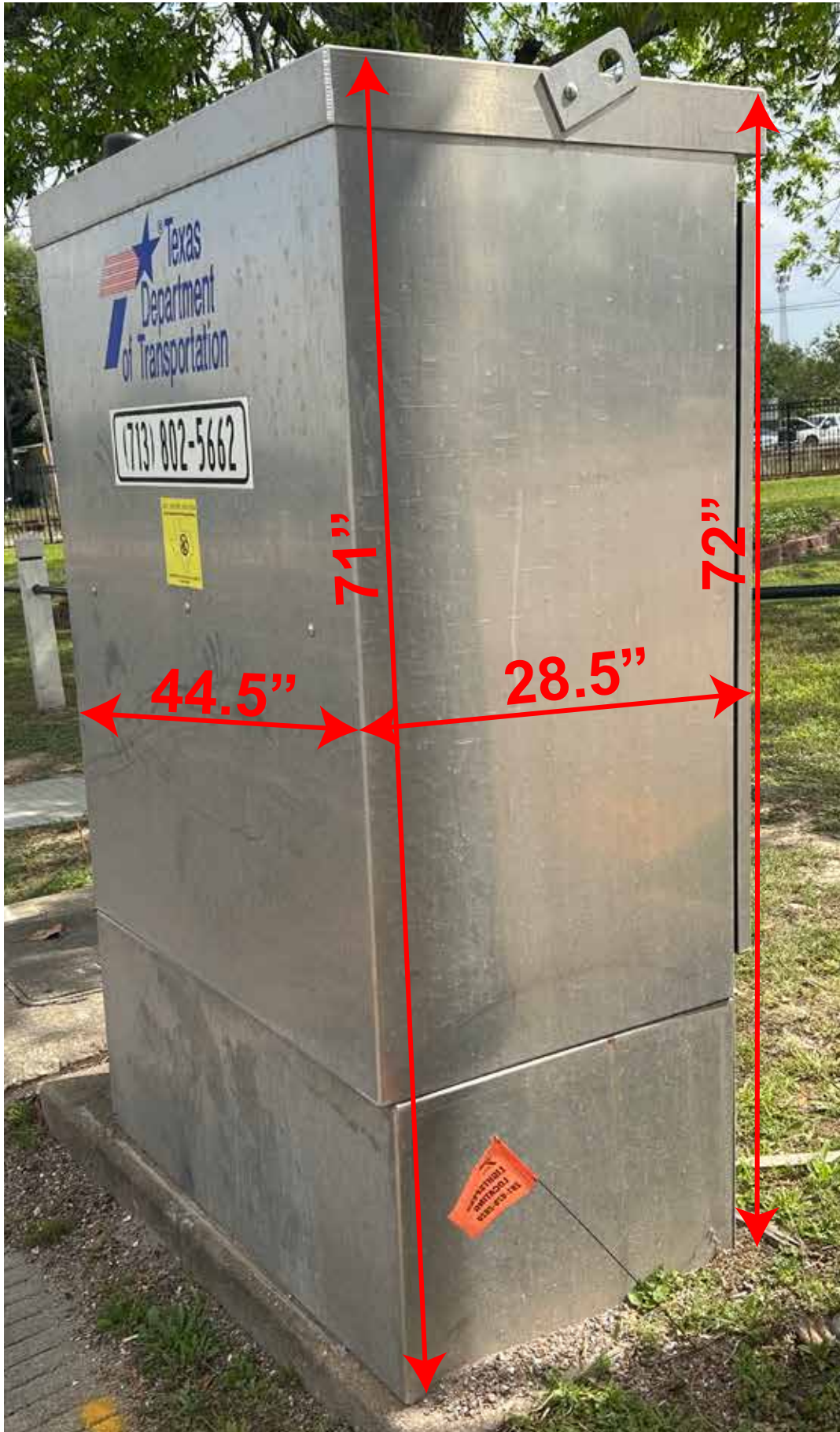
Phase 5: Ongoing Maintenance

The City of Alvin will monitor the wrapped cabinets during the agreement term and coordinate repairs, replacement, or removal if the wraps become damaged, faded, peeling, vandalized, or otherwise unsatisfactory to TxDOT.

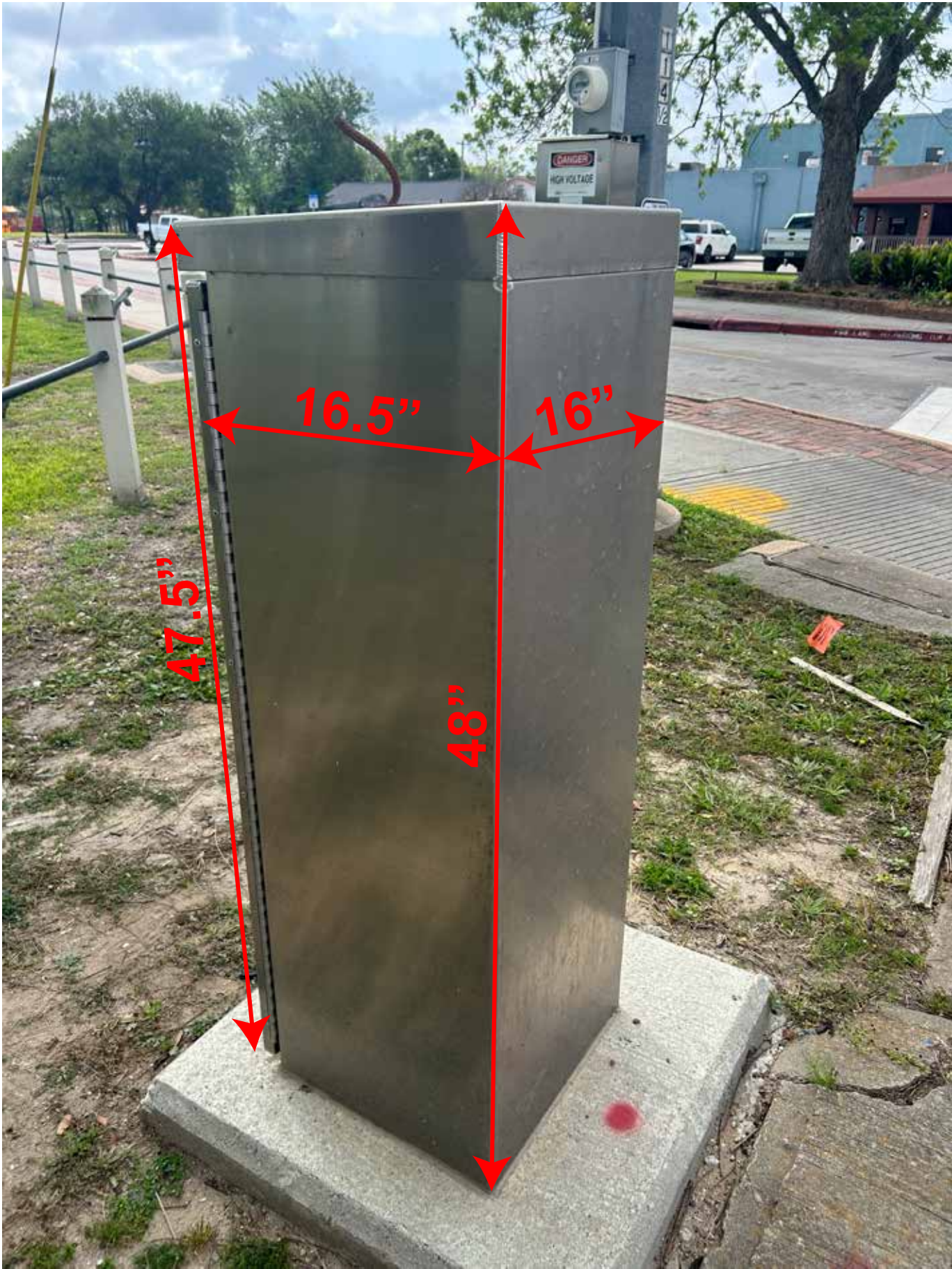
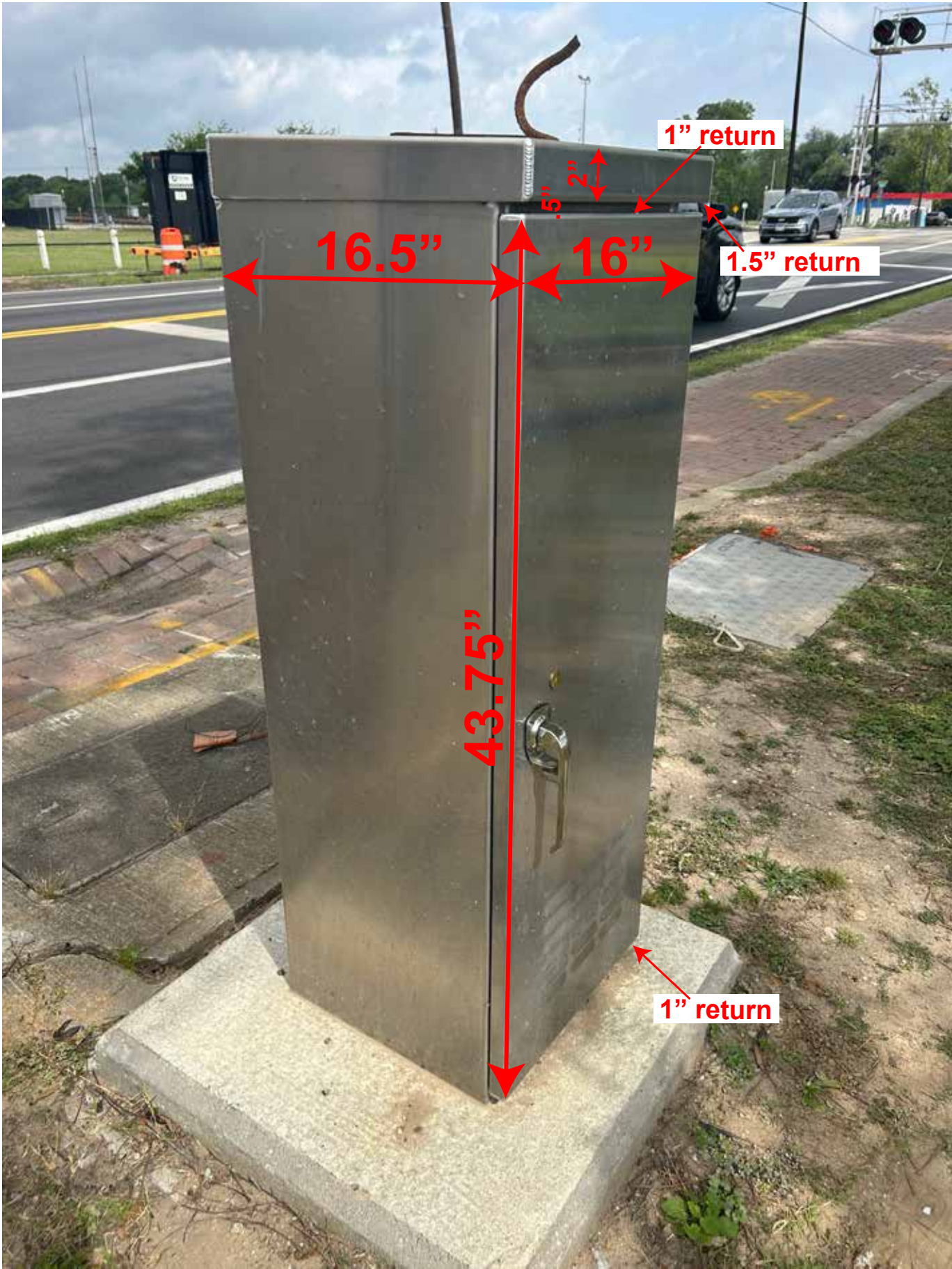
Phase 6: End-of-Term Review or Renewal

Before the agreement expires, the City of Alvin and TxDOT may review the project and determine whether to renew the agreement, remove the wraps, or restore the cabinets as required by the agreement.

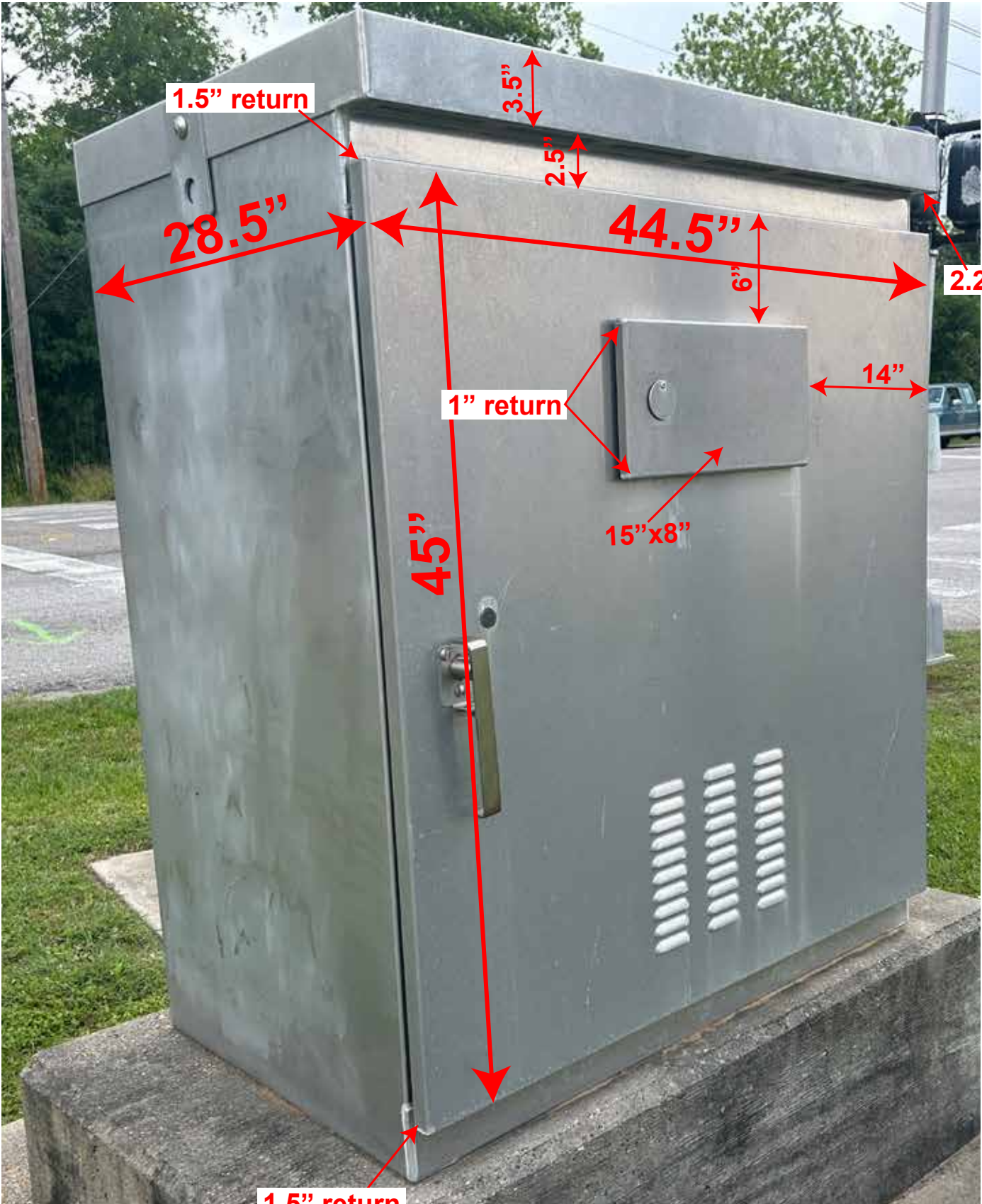
Gordon Street and Willis Street



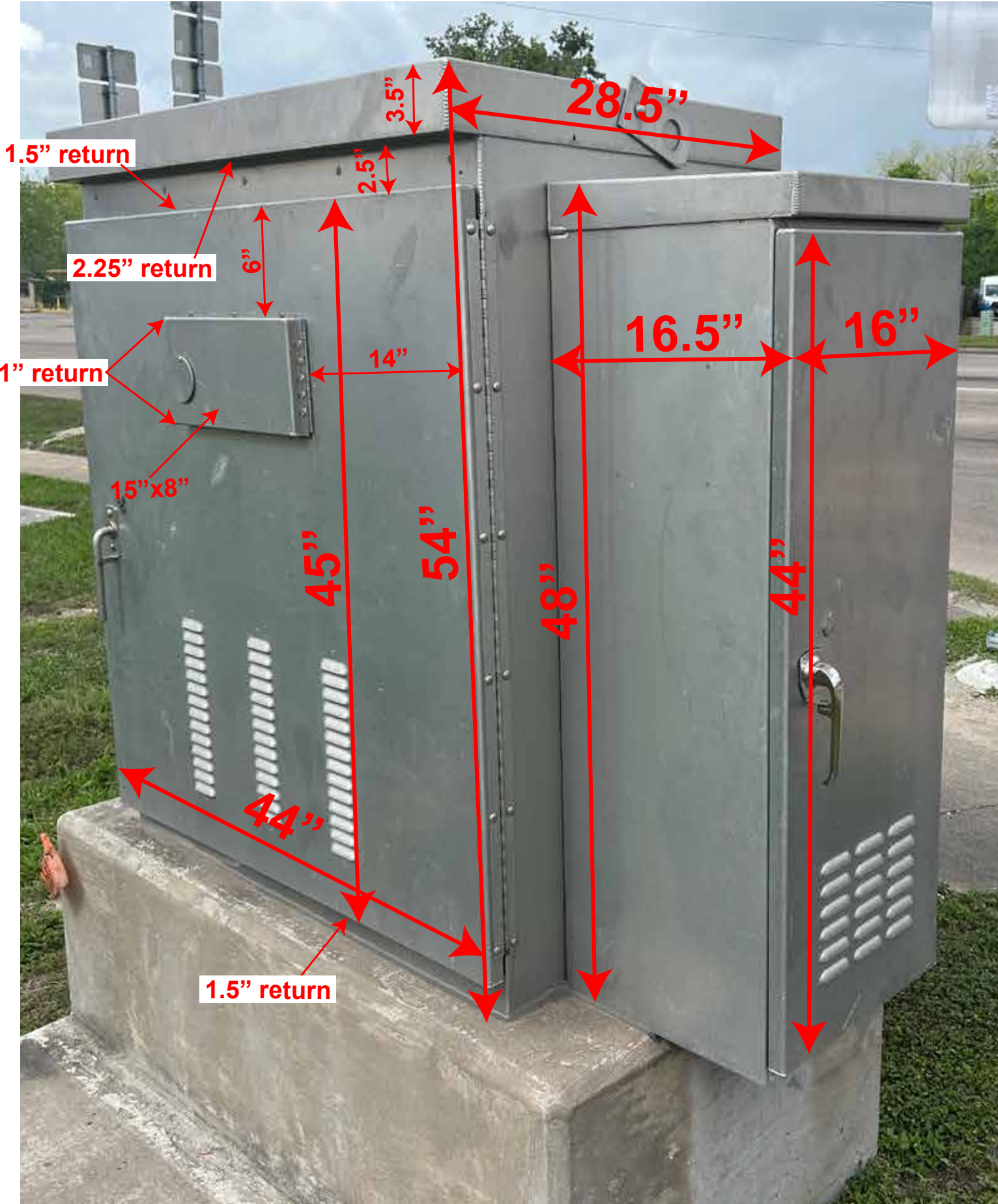
Gordon Street and Willis Street



Bennet Road (CR284) @ Alvin - Manvel Road (CR 190)



Highway 6 and Gordon Street (AKA TX-35 BUS & Hwy 6)





250

Anniversary







BILL TO CITY OF ALVIN Courtney Landers 216 W Sealy St Alvin, TX 77511-2341 USA courtney.landerson@alvin.gov	SHIP TO CITY OF ALVIN Courtney Landers 216 W Sealy St Alvin, TX 77511-2341 USA courtney.landerson@alvin.gov	Estimate Number: 10907
		PO #:
		Estimate Date: 06/05/2026
		Due: 07/06/2026
		Shipping Option Installation
		Salesperson --
		Net Term --

Job Description: Traffic Cabinet Wraps for City of Alvin **Job Number:** --

Title	Sq. Ft.	Unit Price	QTY	Price
Box 1: Gordon Street and Willis Street:	--	--	--	--
Graphic Design: 1 Hour	--	90.00 (USD)	1	90.00
Cast Adhesive Vinyl and Matte Cast Laminate:: 53 sq ft \$11.50 / sq ft	53.00	609.50 (USD)	1	609.50
Graphic Installation:	--	615.38 (USD)	1	615.38
Box 2: Bennet Road (CR284) @ Alvin - Manvel Road (CR 190):	--	--	--	--
Graphic Design: 1 Hour	--	90.00 (USD)	1	90.00
Cast Adhesive Vinyl and Matte Cast Laminate:: 54 sq ft \$11.50 / sq ft	54.00	621.00 (USD)	1	621.00
Graphic Installation:	--	615.38 (USD)	1	615.38
Box 3: Highway 6 and Gordon Street (AKA TX-35 BUS & Hwy 6):	--	--	--	--
Graphic Design: 1 Hour	--	90.00 (USD)	1	90.00

Title	Sq. Ft.	Unit Price	QTY	Price
Cast Adhesive Vinyl and Matte Cast Laminate:: 65 sq ft \$11.50 / sq ft	65.00	747.50 (USD)	1	747.50
Graphic Installation:	--	615.38 (USD)	1	615.38

Terms & Conditions
All quotes are valid for 30 days.

We impose a surcharge of 3% on any transactions paid by credit card. We do accept Visa, Mastercard, Discover, and American Express card brands. Please note the 3% surcharge is not greater than our cost of credit card acceptance that we incur. We accept debit cards, checks, and ACH payments without any surcharges.

[For full Terms & Conditions, click here.](#)

Sub Total:	\$4,094.14
Tax (0%):	\$0.00
Total Amount (USD) :	\$4,094.14
Amount Due (USD):	

TERMS AND CONDITIONS

These Terms and Conditions and the Estimate to which they are attached (collectively, the "**Agreement**") constitute the entire agreement between ARC Document Solutions, LLC ("**ARC**"), and the customer identified in the Estimate ("**Customer**").

1. **SERVICES.** Customer agrees for ARC to perform the services and/or provide the materials and goods described in the Estimate ("**Services**"), which is incorporated by reference. ARC will provide all management, supervision, labor, materials, tools, equipment, facilities, and elevation plans necessary to perform its obligations hereunder. Customer is responsible for providing all drawings, plans, specifications and/or other documentation reasonably required for ARC to perform the Services (collectively, "**Documents**"). Customer acknowledges that the installation costs set forth in the Estimate include a predetermined amount of travel required to perform the Services and that change orders, construction delays, limiting on-site conditions, or other forces outside of ARC's control may result in unforeseen additional travel or costs for which Customer will be liable. ARC will promptly notify Customer of any change in the cost of the Services based on the availability of materials and ARC will not commence work until it has received Customer's written consent regarding any such increased costs and a change order is issued. The Services do not include fees and costs for de-installation and/or removal of materials installed as part of the Services.

2. **CHANGE ORDERS.** Customer is solely responsible for notifying ARC of any required or desired changes to the Services by submitting a written change order to ARC specifically referencing this Agreement and detailing the requested changes. ARC will promptly notify Customer of any resulting increase in the cost of the Services and ARC will not commence work under a change order until it has received Customer's written consent regarding any such cost increase. ARC's time for performing the Services will be extended as reasonably necessary to accommodate any change order and in no event will ARC be liable for any resulting time overruns.

3. **ELEVATION PLANS & PROOFS OF CONCEPT.** ARC will not be liable for any issues resulting from discrepancies between the Documents and the actual build environment. In the event that Customer instructs ARC to rely on Customer's dimensions and measurements rather than allowing ARC to perform a site survey to field verify such dimensions, measurements and site conditions prior to production and fabrication, Customer will be solely liable for any inaccuracies in Customer-approved elevation plans and additional expenses incurred therefrom. Customer shall provide ARC with a proof of concept upon request during the initial development and concept phase, and, if applicable, an additional proof of concept following approval of the final architectural drawings and documents.

4. **CUSTOMER RESPONSIBILITIES.** In addition to the responsibilities set forth above, Customer is solely responsible for: (a) the content of all Documents; (b) obtaining any licenses, permits and/or consents necessary for ARC to perform the Services; and (c) immediately notifying ARC of any material changes to the Documents which may affect the Services. ARC's ability to perform the Services will not be contingent upon ARC entering into any subcontractor or other third-party agreement. If any part of the Services are to be performed at a Customer-specified location, Customer is solely responsible for providing ARC with access to such location. Services which are part of a larger construction project will not be scheduled or performed until Customer provides ARC with the complete and most recent Documents or a hyperlink to access the Documents.

5. **LOW/NO-VOC PAINT DISCLAIMER.** Paints with no or low amounts of volatile organic compounds ("**VOC**") are known to cause issues with adhesion when installing vinyl graphics using traditional methods. Accordingly, if Customer cannot meet the minimum condition required for adhering wall graphics to any surface prior to installation, ARC reserves the right to decline the installation and/or hire a qualified tradesman to bring the surface to ARC's minimum standards. Should Customer refuse to allow ARC to prime or otherwise treat such a surface, Customer will be solely responsible for any additional costs for material, labor or otherwise which ARC may incur on account of adhesion issues.

6. **COMPLIANCE.** Each party represents and warrants that, during the term of this Agreement, it will comply with all laws applicable to the performance of its obligations hereunder.

7. **FEES & PAYMENT; TAXES.** Customer will pay all fees as specified in this Agreement in U.S. Dollars. Except as otherwise provided herein, fees are non-cancellable and non-refundable. Fees for the Services are due within thirty (30) days of receipt of invoice without deduction of any kind. Any late payments will be subject to a service charge equal to 2% per month of the amount due or the maximum amount allowed by law, whichever is less. All returned checks will be assessed a fee of Fifty Dollars (\$50.00). The amounts payable to ARC are exclusive of any sales, use, excise, value added, import, business, service, goods and services, consumption, withholding or other applicable taxes, tariffs or duties ("**Taxes**"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on ARC's net income.

8. **TERM & TERMINATION.** The term of this Agreement will commence upon the date that Customer signs the Estimate and will continue until ARC informs Customer in writing that the Services are complete, unless sooner terminated as provided herein. Either party may terminate this Agreement for cause upon thirty (30) days' written notice (ten (10) days in the event of non-payment) to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such notice period. Except as otherwise provided herein, upon termination of this Agreement by either party, ARC will refund Customer any prepaid fees for unperformed Services and make all completed work available for Customer to pick up; Customer will not be entitled to incomplete work performed as part of the Services. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to ARC prior to termination. If (a) Customer's account is thirty (30) days or more overdue or (b) Customer is in material breach of its obligations hereunder, in addition to any of its other rights or remedies, ARC reserves the right to suspend the Services, without liability to Customer or any third party, until such amounts are paid in full, including any late payment fee, or until such material breach is cured to ARC's reasonable satisfaction.

9. **CONFIDENTIALITY.** Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party

("Confidential Information"). Each party agrees to use Confidential Information only as necessary to fulfill their respective obligations hereunder and to hold such Confidential Information in confidence, except such disclosure as may be required by law. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information, but not less than reasonable care. Following termination of this Agreement, neither party will be required to maintain Confidential Information of the other party and may destroy such Confidential Information unless otherwise agreed to in writing.

10. **LIMITED WARRANTY.** ARC represents and warrants that the Services will be performed in a professional and workmanlike manner and materially in accordance with the Documents. This limited warranty will survive for a period of one (1) year from installation or delivery by ARC and does not cover issues or failure resulting from abuse, misuse, alteration, acts of nature or disaster, unauthorized repair or installation, or use of the Services in deviation from the Documents or this Agreement. Subject to Section 5, ARC's sole liability (and Customer's exclusive remedy) for any breach of this warranty will be, in ARC's sole discretion and at no charge to Customer, (a) to use commercially reasonable efforts to correct the reported non-conformity or, if ARC determines that is unviable, (b) to refund Customer an amount commensurate with the reported non-conformity.

11. **DISCLAIMER.** THE ABOVE WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED ABOVE, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS." CUSTOMER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S). If installation is not part of the Services, Customer assumes all risk of loss associated with installation upon delivery or acceptance of the Services.

12. **INDEMNIFICATION.** ARC will indemnify and hold Customer, its officers, directors, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims or judgments made by third parties, including reasonable attorneys' fees (collectively "Claims"), arising out of bodily injury or death or damage to or loss of property caused by the gross negligence or willful misconduct of ARC. Customer will indemnify and hold ARC, its officers, directors, agents and employees harmless from and against any Claim arising out of (a) bodily injury or death or damage to or loss of property allegedly caused by acts or omissions of Customer, its employees, agents or third parties, (b) any claim that the ARC's use of the Documents in providing the Services infringes or violates the copyright, trademark, patent, trade secret, or other rights of a third party, or (c) a breach of any representation, warranty, or obligation of Customer under this Agreement.

13. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ARC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER.

14. **RELATIONSHIP OF THE PARTIES.** Customer and ARC are and at all times will be and remain independent contractors as to each other. At no time will either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship will be created or implied by virtue of this Agreement.

15. **MODIFICATION.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

16. **SUBCONTRACTORS AND ASSIGNMENT.** ARC may subcontract the provision of the Services, or any part thereof, including installation, to subcontractors selected by ARC. Customer will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement. ARC may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent.

17. **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by the laws of the State of California without giving effect to any conflict of law provision. Any legal claim, suit, action or proceeding arising out of this Agreement will be instituted exclusively in the courts of the State of California in the City and County of San Francisco.

18. **ATTORNEYS' FEES AND COSTS; WAIVER OF JURY.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its reasonable attorneys' fees and costs incurred in such action. To the extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.

19. **NOTICES.** Notices to be given or submitted by either party to the other pursuant to this Agreement will be in writing and directed to the addresses in the Estimate or as otherwise provided to the other party in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid. Copies of all notices to ARC will be sent to: ARC Document Solutions, LLC, Attn: Legal Department, 12657 Alcosta Blvd., Suite 200, San Ramon, CA 94583.



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Parks and Recreation

Contact: Michael Gibbs, Finance Director, Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 26-M; amending Ordinance No. 25-W, passed and approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the Parks Dedication and Capital Project 321 Funds by \$597,285 to fund the demolition of the existing and construction of a new restroom and storage building at Morgan Park; providing for severability; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: This is a budget amendment in the amount of \$597,285 to fund a portion of the cost of the demolition of the existing and the construction of a new restroom & storage building at Morgan Park. The next item on the agenda is to award the contract for these services.

City Council approved an original estimated budget of \$350,000 in fiscal year 2023. Design of the new restroom was ultimately completed, and TCEQ has finally granted authorization to proceed with the proposed activities in accordance with the submitted plans. The Parks Board unanimously approved funding up to \$362,285, from the Park Dedication Fund at the June 2, 2026, meeting. The total amount for demo/construction for this project is \$597,285, in which \$359,480 will be funded from the Park Dedication Fund and the remaining \$237,805 will be funded from the Series, 2023 Certificates of Obligation bond approved by City Council.

Staff recommends approval of Ordinance 26-M.

Funding Expected: Revenue _ Expenditure _ N/A _

Budgeted Item: Yes _ No _ N/A _

Funding Account: 321-7001-00-9090 **Amount:** \$597,285
129-7001-00-9090

1295 Form Required? Yes _ No X

Legal Review Required: N/A _ Required _

Date Completed: _____

Finance Review Required: N/A _ Required X

Date Completed: _____

Supporting documents attached:

1. Ord 26-M; Budget Amendment Morgan Park Restroom
 2. EXHIBIT A; Morgan Park Restroom
-

Recommendation: Move to approve Ordinance 26-M; amending Ordinance No. 25-W, passed and

approved September 4, 2025, same being an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2025-26, by approving a budget amendment to the original 2025-26 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the Parks Dedication and Capital Project 321 Funds by \$597,285 to fund the demolition of the existing and construction of a new restroom and storage building at Morgan Park; providing for severability; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE 26-M

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING ORDINANCE NO. 25-W, PASSED AND APPROVED SEPTEMBER 4, 2025, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2025-26 BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET OF THE PARKS DEDICATION AND CAPITAL PROJECT 321 FUNDS BY \$597,285 TO FUND THE DEMOLITION OF EXISTING AND CONSTRUCTION OF A NEW RESTROOM AND STORAGE BUILDING AT MORGAN PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2025-26 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. All portions of the existing Alvin 2025-26 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

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

PASSED and APPROVED on the 16th day of July 2025.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT "A"

Account Number	Account Description	Amount	Reason
321-7001-00-9090	Building/Facility	\$ -	Budgeted amount FY26
		\$ 235,000.00	Morgan Park Bathroom
		\$ 235,000.00	Amended FY26 amount
129-7001-00-9090	Park Dediction Fund	\$ -	Beginning amount FY26
		\$ 362,285.00	Morgan Park Bathroom
		\$ 362,285.00	Amended FY26 amount



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Horizon International Group through the Choice Partners Cooperative Purchasing Network, to demolish the existing restroom/storage building at Morgan Park and construct a new restroom/storage building in an amount not to exceed \$597,285; and authorize the City Manager to sign the agreement.

Type of Item: Action Item

Summary: Morgan Park is a fourteen-acre developed park containing two lighted baseball fields, playground, sand volleyball court, and storage/restroom building located at 1500 West South Street. This park was developed over a closed municipal landfill and is home to the Blue Chip and Ballerz select baseball organizations, which host many local and region wide tournaments.

The current building has reached its end of useful life, was identified in the Park Capital Improvement Project recommendations and is recommended for demolition and replacement. City Council approved an original estimated budget of \$350,000 in fiscal year 2023. Design of the new restroom was ultimately completed, an application to disturb the final cover of a closed municipal landfill was submitted and as of March 9, 2026, the Texas Commission on Environmental Quality has granted authorization to proceed with the proposed activities in accordance with the submitted plans. The Parks Board unanimously approved up to \$362,285 of funding from the Parks Dedication Fund at the June 2, 2026, meeting.

Funding for this project is available from Park Dedication Fund (\$359,480) and the authorized 2023 Series Certificate of Obligation Bonds (\$237,805).

Staff recommends an agreement with Horizon International Group to demolish the existing building at Morgan Park and construct a new building having ADA restrooms and functional storage at a total cost of \$597,285.

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

Funding Account: _____ **Amount:** \$597,285 **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. Morgan Park; Horizon Int Proposal
 2. Morgan Park; Cost Est
 3. Morgan Park Photo
-

4. Morgan Park Photo (2)
 5. Morgan Park Photo (3)
 6. Morgan Park Photo (4)
 7. Morgan Park Photo (5)
 8. Morgan Park Photo (6)
 9. Morgan Park; Asbestos Report
 10. Morgan Park; Structural Drawings
 11. Morgan Park; Engineered Plan
 12. Morgan Park; TCEQ Authorization Letter
-

Recommendation: Move to approve an agreement with Horizon International Group through the Choice Partners Cooperative Purchasing Network, to demolish the existing building at Morgan Park and construct a new restroom/storage building in an amount not to exceed \$597,285, 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: X

HORIZON INTERNATIONAL GROUP
4204 Bellaire
Houston, TX 77025
(713) 660-8282 Tel. (713) 660-0102 Fax

July, 2, 2026
Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin

Re : Morgan Park

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 23/016MR-20 with city of Alvin. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied

Scope of Work

Scope of work per plans and document provided including following Division

Demolition, site work, concrete, masonry, metal, thermal and moisture, doors and windows, finishes, specialties, Plumbing, Electrical,

Exclusion

Landscaping

Swppp

Fire Extinguisher

Fire Alarm

Fire Sprinkler

HVAC

Price break down as follow

RS Means Total	\$ 760,049.68
Houston City Cost Index @ .845	\$ 642,241.98
Choice Partners Standard Working Hours .93	\$ 597,285.04
Standard Working Hours Non-prepriced	\$ (000.00)
Non-Standard working hours Non-pre priced	\$ 000.00
Permit Cost Including Mark-up	\$ 000.00
Total	\$ 597,285

Haron Murad

Project Manager
Cell: 281-837-6445
hmurad@hgiusa.com



Project		
Description	Factor	
RS Means Total Bare Cost Estimate - TBCE (UPB)		\$760,049.68
Houston City Cost Index (total weighted average) - TWACCI	0.845	
SUBTOTAL A (TBCE*TWACCI)		\$642,241.98
JOC COEFFICIENTS:		
Standard Working Hours (SWH)	0.93	
SUBTOTAL (Subtotal A*SWH)		\$597,285.04
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		\$597,285
TOTAL (ROUNDED OFF)		\$597,285

* Not to exceed \$50,000.00

** Will be paid at actual cost plus profit

Costs based on RSMeans data

COST ESTIMATE REPORT
DATE: 04/16/2026

Estimate Name: Morgan Park

ESTIMATE INFORMATION

Client Name: City of Alvin
Estimate Address: 1500 W .South Street , ALVIN, TX77511, 77084
Type: Unit
Measurement System: US Standard
Notes:

COST DATA

Estimate Summary:	Material	Labor	Equipment	Total*
Base Total	\$ 308,606.37	\$ 221,172.93	\$ 68,525.42	\$ 598,304.72
Total O&P	\$ 340,160.93	\$ 344,347.00	\$ 75,541.84	\$ 760,049.77

**Total* column values include the cost of Exception lines that may not be included in the Material, Labor and Equipment totals.

Catalog: Facilities and Commercial Renovation
Format: MasterFormat 2018
Release: Year 2026 Quarter 1
Labor Type: Repair & Remodeling
City Cost Index: National Average

LEGEND

Line Source: U - User defined line item
A - Adjustment/Modifier
E - Exception lines

ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
1.00	013113200160	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 52.50	\$ -	\$ 52.50	\$ -	\$ 840.00	\$ -	\$ 840.00	\$ -	\$ 81.88	\$ -	\$ 81.88	\$ -	\$ 1,310.00	\$ -	\$ 1,310.00	RR	[Adjusted by 013113900100]
16.00	013113200160			Field personnel, general purpose laborer, average	1 Clab	0.2	40	Week	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ 33,600.00	\$ -	\$ 33,600.00	\$ -	\$ 3,275.00	\$ -	\$ 3,275.00	\$ -	\$ 52,400.00	\$ -	\$ 52,400.00	RR	MISC general labor 1 personal per week
1.00	015419500400	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 27.50	\$ 72.50	\$ 100.00	\$ -	\$ 330.00	\$ 870.00	\$ 1,200.00	\$ -	\$ 42.50	\$ 80.00	\$ 122.50	\$ -	\$ 510.00	\$ 960.00	\$ 1,470.00	RR	[Adjusted by 013113900100]
12.00	015419500400			Crane crew, daily use for small jobs, 55-ton truck-mounted hydraulic crane, portal to portal	A3K	1	16	Day	\$ -	\$ 1,100.00	\$ 2,900.00	\$ 4,000.00	\$ -	\$ 13,200.00	\$ 34,800.00	\$ 48,000.00	\$ -	\$ 1,700.00	\$ 3,200.00	\$ 4,900.00	\$ -	\$ 20,400.00	\$ 38,400.00	\$ 58,800.00	RR	crane rental for steel erections
4.00	015433406900			Rent water tank trailer w/pumped discharge, 5000 gallon capacity, Incl. Hourly Oper. Cost.		0	0	Month	\$ -	\$ -	\$ 3,092.04	\$ 3,092.04	\$ -	\$ -	\$ 12,368.16	\$ 12,368.16	\$ -	\$ -	\$ 3,401.24	\$ 3,401.24	\$ -	\$ -	\$ 13,604.98	\$ 13,604.98	RR	water tank rental for entire project duration
20.00	015436501300			Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	A3Q	2.67	3	Ea.	\$ -	\$ 202.00	\$ 128.00	\$ 330.00	\$ -	\$ 4,040.00	\$ 2,560.00	\$ 6,600.00	\$ -	\$ 310.00	\$ 141.00	\$ 451.00	\$ -	\$ 6,200.00	\$ 2,820.00	\$ 9,020.00	RR	mobilization and Demobilization of small/med equipment and material through the project
1.00	015436501500	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 13.25	\$ 10.63	\$ 23.88	\$ -	\$ 53.00	\$ 42.50	\$ 95.50	\$ -	\$ 20.50	\$ 11.63	\$ 32.13	\$ -	\$ 82.00	\$ 46.50	\$ 128.50	RR	[Adjusted by 013113900100]
4.00	015436501500			Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	B34N	2	8	Ea.	\$ -	\$ 530.00	\$ 425.00	\$ 955.00	\$ -	\$ 2,120.00	\$ 1,700.00	\$ 3,820.00	\$ -	\$ 820.00	\$ 465.00	\$ 1,285.00	\$ -	\$ 3,280.00	\$ 1,860.00	\$ 5,140.00	RR	mobilization and demobilization for heavy equipment and construction material
400.00	024113233200			Utility removal, pipe, sewer/water, steel, welded connections, 4" diameter, remove, excludes excavation, hauling	B6	160	0.15	L.F.	\$ -	\$ 8.60	\$ 1.89	\$ 10.49	\$ -	\$ 3,440.00	\$ 756.00	\$ 4,196.00	\$ -	\$ 13.35	\$ 2.08	\$ 15.43	\$ -	\$ 5,340.00	\$ 832.00	\$ 6,172.00	RR	
1.00	024119161250	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.35	\$ 0.06	\$ 0.41	\$ -	\$ 916.50	\$ 157.95	\$ 1,074.45	\$ -	\$ 0.55	\$ 0.07	\$ 0.62	\$ -	\$ 1,430.00	\$ 173.55	\$ 1,603.55	RR	[Adjusted by 013113900100]
2600.00	024119161250			Selective demolition, cutout, concrete, slab on grade, bar reinforced, to 6" thick, 8-16 S.F., excludes loading and disposal	B9	150	0.267	S.F.	\$ -	\$ 14.10	\$ 2.43	\$ 16.53	\$ -	\$ 36,660.00	\$ 6,318.00	\$ 42,978.00	\$ -	\$ 22.00	\$ 2.67	\$ 24.67	\$ -	\$ 57,200.00	\$ 6,942.00	\$ 64,142.00	RR	demo existing slab on grade concrete
48.00	024119190840	E		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		0	0	Week	\$ 775.00	\$ -	\$ -	\$ 775.00	\$ 37,200.00	\$ -	\$ -	\$ 37,200.00	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ 40,800.00	\$ -	\$ -	\$ 40,800.00	RR	total Dumpster needed through the project , 24 for demo and 2 dumpster per week for entire project duration, including dump off
1.00	033053404650	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 5.48	\$ 2.29	\$ 0.01	\$ 7.78	\$ 306.60	\$ 128.10	\$ 0.77	\$ 435.47	\$ 6.03	\$ 3.55	\$ 0.02	\$ 9.59	\$ 337.40	\$ 198.80	\$ 0.85	\$ 537.05	RR	[Adjusted by 013113900100]
56.00	033053404650			Structural concrete, in place, slab on grade (3500 psi), 4" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excluds finishing	C14E	60.75	1.449	C.Y.	\$ 219.00	\$ 91.50	\$ 0.55	\$ 311.05	\$ 12,264.00	\$ 5,124.00	\$ 30.80	\$ 17,418.80	\$ 241.00	\$ 142.00	\$ 0.61	\$ 383.61	\$ 13,496.00	\$ 7,952.00	\$ 34.16	\$ 21,482.16	RR	concrete slab for new RRs
1.00	040505100330	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.02	\$ -	\$ 0.02	\$ -	\$ 32.40	\$ -	\$ 32.40	\$ -	\$ 0.03	\$ -	\$ 0.03	\$ -	\$ 50.63	\$ -	\$ 50.63	RR	[Adjusted by 013113900100]
1620.00	040505100330			Selective demolition, masonry, concrete block walls, unreinforced, 8" thick	2 Clab	1050	0.015	S.F.	\$ -	\$ 0.80	\$ -	\$ 0.80	\$ -	\$ 1,296.00	\$ -	\$ 1,296.00	\$ -	\$ 1.25	\$ -	\$ 1.25	\$ -	\$ 2,025.00	\$ -	\$ 2,025.00	RR	demo CMU Blocks for Existing RR
1.00	040523190200	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.49	\$ 0.59	\$ -	\$ 1.08	\$ 6.84	\$ 8.23	\$ -	\$ 15.07	\$ 0.54	\$ 0.93	\$ -	\$ 1.46	\$ 7.53	\$ 12.95	\$ -	\$ 20.48	RR	[Adjusted by 013113900100]
14.00	040523190200			Vent box, extruded aluminum, 4" deep, 8" x 16"	1 Bric	22	0.364	Ea.	\$ 19.55	\$ 23.50	\$ -	\$ 43.05	\$ 273.70	\$ 329.00	\$ -	\$ 602.70	\$ 21.50	\$ 37.00	\$ -	\$ 58.50	\$ 301.00	\$ 518.00	\$ -	\$ 819.00	RR	16"x7 3/4" Aluminum Brick Vent
1.00	042210420300	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.95	\$ 0.22	\$ -	\$ 1.17	\$ 1,605.50	\$ 369.69	\$ -	\$ 1,975.19	\$ 1.05	\$ 0.35	\$ -	\$ 1.40	\$ 1,774.50	\$ 583.05	\$ -	\$ 2,357.55	RR	[Adjusted by 013113900100]
1690.00	042210420300			Concrete masonry unit (CMU), screen block, 2000 psi, 8" x 8" x 16", includes mortar, excludes scaffolding, horizontal reinforcing, vertical reinforcing, mortar and grout	D8	270	0.148	S.F.	\$ 38.00	\$ 8.75	\$ -	\$ 46.75	\$ 64,220.00	\$ 14,787.50	\$ -	\$ 79,007.50	\$ 42.00	\$ 13.80	\$ -	\$ 55.80	\$ 70,980.00	\$ 23,322.00	\$ -	\$ 94,302.00	RR	CMU for new RRs build out including all the walls
1.00	050523251750	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.70	\$ 0.20	\$ -	\$ 0.90	\$ 175.00	\$ 50.94	\$ -	\$ 225.94	\$ 0.76	\$ 0.32	\$ -	\$ 1.08	\$ 190.63	\$ 80.31	\$ -	\$ 270.94	RR	[Adjusted by 013113900100]
250.00	050523251750			High strength bolt, 1-1/4" dia x 8" L, A490, incl washer & nut	1 Sswk	70	0.114	Ea.	\$ 28.00	\$ 8.15	\$ -	\$ 36.15	\$ 7,000.00	\$ 2,037.50	\$ -	\$ 9,037.50	\$ 30.50	\$ 12.85	\$ -	\$ 43.35	\$ 7,625.00	\$ 3,212.50	\$ -	\$ 10,837.50	RR	erection bolt
1.00	051223101600			Ceiling support, structural framing, motor supports for overhead doors, shop fabricated	E4	4	8	Ea.	\$ 237.00	\$ 575.00	\$ 44.00	\$ 856.00	\$ 237.00	\$ 575.00	\$ 44.00	\$ 856.00	\$ 261.00	\$ 905.00	\$ 48.50	\$ 1,214.50	\$ 261.00	\$ 905.00	\$ 48.50	\$ 1,214.50	RR	Overhead door ceiling support
1.00	051223101600	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 5.92	\$ 14.38	\$ 1.10	\$ 21.40	\$ 5.93	\$ 14.38	\$ 1.10	\$ 21.41	\$ 6.52	\$ 22.62	\$ 1.21	\$ 30.35	\$ 6.53	\$ 22.63	\$ 1.21	\$ 30.37	RR	[Adjusted by 013113900100]
1.00	051223171850	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 22.38	\$ 1.99	\$ 1.50	\$ 25.86	\$ 268.50	\$ 23.85	\$ 18.00	\$ 310.35	\$ 24.63	\$ 3.10	\$ 1.65	\$ 29.38	\$ 295.50	\$ 37.20	\$ 19.80	\$ 352.50	RR	[Adjusted by 013113900100]

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
12.00	051223171850			Column, structural, 8" dia x 14'-0" H, extra strong pipe, incl shop primer, cap & base plate, excludes bolts	E2	50	1.12	Ea.	\$ 895.00	\$ 79.50	\$ 60.00	\$ 1,034.50	\$ 10,740.00	\$ 954.00	\$ 720.00	\$ 12,414.00	\$ 985.00	\$ 124.00	\$ 66.00	\$ 1,175.00	\$ 11,820.00	\$ 1,488.00	\$ 792.00	\$ 14,100.00	RR	
1.00	051223400672	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.25	\$ 1.20	\$ 0.12	\$ 1.58	\$ 45.68	\$ 216.00	\$ 22.10	\$ 283.78	\$ 0.28	\$ 1.89	\$ 0.14	\$ 2.30	\$ 50.18	\$ 339.75	\$ 24.30	\$ 414.23	RR	[Adjusted by 013113900100]
180.00	051223400672			Channel framing, structural steel, field fabricated, C8x11.5, incl cutting & welding	E3	36	0.667	L.F.	\$ 10.15	\$ 48.00	\$ 4.91	\$ 63.06	\$ 1,827.00	\$ 8,640.00	\$ 883.80	\$ 11,350.80	\$ 11.15	\$ 75.50	\$ 5.40	\$ 92.05	\$ 2,007.00	\$ 13,590.00	\$ 972.00	\$ 16,569.00	RR	CMU Wall Chanel
1.00	051223401380	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.04	\$ 0.02	\$ 0.02	\$ 0.09	\$ 5.28	\$ 2.82	\$ 2.13	\$ 10.23	\$ 0.05	\$ 0.04	\$ 0.02	\$ 0.11	\$ 5.82	\$ 4.44	\$ 2.34	\$ 12.60	RR	[Adjusted by 013113900100]
120.00	051223401380			Roof frames, structural steel, 3'-0" square, 5' span, shop fabricated, incl shop primer, fasteners	E2	4200	0.013	Lb.	\$ 1.76	\$ 0.94	\$ 0.71	\$ 3.41	\$ 211.20	\$ 112.80	\$ 85.20	\$ 409.20	\$ 1.94	\$ 1.48	\$ 0.78	\$ 4.20	\$ 232.80	\$ 177.60	\$ 93.60	\$ 504.00	RR	Tube vent frame Galv
1.00	051223452900	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 2.55	\$ 1.61	\$ -	\$ 4.16	\$ 20.40	\$ 12.90	\$ -	\$ 33.30	\$ 2.83	\$ 2.53	\$ -	\$ 5.35	\$ 22.60	\$ 20.20	\$ -	\$ 42.80	RR	[Adjusted by 013113900100]
8.00	051223452900			Lintel angle, structural, unpainted, 5"x3-1/2"x5/16" T, 10'-0" long, shop fabricated	1 Bric	8	1	Ea.	\$ 102.00	\$ 64.50	\$ -	\$ 166.50	\$ 816.00	\$ 516.00	\$ -	\$ 1,332.00	\$ 113.00	\$ 101.00	\$ -	\$ 214.00	\$ 904.00	\$ 808.00	\$ -	\$ 1,712.00	RR	Lintel Angles Galv 55 LF
1.00	051223751702	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 2.90	\$ 0.16	\$ 0.12	\$ 3.17	\$ 469.80	\$ 25.11	\$ 18.91	\$ 513.82	\$ 3.20	\$ 0.24	\$ 0.13	\$ 3.57	\$ 518.40	\$ 39.29	\$ 20.86	\$ 578.55	RR	[Adjusted by 013113900100]
162.00	051223751702			Structural steel beam or girder, 100-ton project, 1 to 2 story building, W12x72, A992 steel, shop fabricated, incl shop primer, bolted connections	E2	640	0.088	L.F.	\$ 116.00	\$ 6.20	\$ 4.67	\$ 126.87	\$ 18,792.00	\$ 1,004.40	\$ 756.54	\$ 20,552.94	\$ 128.00	\$ 9.70	\$ 5.15	\$ 142.85	\$ 20,736.00	\$ 1,571.40	\$ 834.30	\$ 23,141.70	RR	W12X40 Beam
1.00	054113305310	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.53	\$ 0.39	\$ -	\$ 0.91	\$ 682.50	\$ 502.13	\$ -	\$ 1,184.63	\$ 0.59	\$ 0.60	\$ -	\$ 1.19	\$ 763.75	\$ 780.00	\$ -	\$ 1,543.75	RR	[Adjusted by 013113900100]
1300.00	054113305310			Partition, galvanized LB studs, 16 ga x 2-1/2" W studs 16" OC x 10' H, incl galvanized top & bottom track, excl openings, headers, beams, bracing & bridging	2 Carp	68	0.235	L.F.	\$ 21.00	\$ 15.45	\$ -	\$ 36.45	\$ 27,300.00	\$ 20,085.00	\$ -	\$ 47,385.00	\$ 23.50	\$ 24.00	\$ -	\$ 47.50	\$ 30,550.00	\$ 31,200.00	\$ -	\$ 61,750.00	RR	
1.00	070505103170	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.02	\$ -	\$ 0.02	\$ -	\$ 36.00	\$ -	\$ 36.00	\$ -	\$ 0.02	\$ -	\$ 0.02	\$ -	\$ 56.40	\$ -	\$ 56.40	RR	[Adjusted by 013113900100]
2400.00	070505103170			Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	B2	3500	0.011	S.F.	\$ -	\$ 0.60	\$ -	\$ 0.60	\$ -	\$ 1,440.00	\$ -	\$ 1,440.00	\$ -	\$ 0.94	\$ -	\$ 0.94	\$ -	\$ 2,256.00	\$ -	\$ 2,256.00	RR	demo roof existing RR
1.00	071353101500	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.05	\$ 0.04	\$ -	\$ 0.09	\$ 72.27	\$ 60.35	\$ -	\$ 132.62	\$ 0.05	\$ 0.07	\$ -	\$ 0.12	\$ 79.34	\$ 99.83	\$ -	\$ 179.17	RR	[Adjusted by 013113900100]
1490.00	071353101500			Elastomeric sheet waterproofing, neoprene sheets, plain, nylon reinforced, 45 mils thick	2 Rofc	580	0.028	S.F.	\$ 1.94	\$ 1.62	\$ -	\$ 3.56	\$ 2,890.60	\$ 2,413.80	\$ -	\$ 5,304.40	\$ 2.13	\$ 2.68	\$ -	\$ 4.81	\$ 3,173.70	\$ 3,993.20	\$ -	\$ 7,166.90	RR	roof waterproofing sheet
1.00	074113200745	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.17	\$ 0.06	\$ -	\$ 0.22	\$ 247.71	\$ 81.95	\$ -	\$ 329.66	\$ 0.18	\$ 0.09	\$ -	\$ 0.27	\$ 271.93	\$ 127.02	\$ -	\$ 398.95	RR	[Adjusted by 013113900100]
1490.00	074113200745			Steel roofing panels, on steel frame, flat profile, standard finish, 1-3/4" standing seams, 12" wide, 24 gauge	G3	950	0.034	S.F.	\$ 6.65	\$ 2.20	\$ -	\$ 8.85	\$ 9,908.50	\$ 3,278.00	\$ -	\$ 13,186.50	\$ 7.30	\$ 3.41	\$ -	\$ 10.71	\$ 10,877.00	\$ 5,080.90	\$ -	\$ 15,957.90	RR	standing seam roofing for ne RRs
1.00	079213200065	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.04	\$ -	\$ 0.05	\$ 23.10	\$ 125.30	\$ -	\$ 148.40	\$ 0.01	\$ 0.07	\$ -	\$ 0.08	\$ 25.20	\$ 196.70	\$ -	\$ 221.90	RR	[Adjusted by 013113900100]
2800.00	079213200065			Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 1/2", in place	1 Bric	288	0.028	L.F.	\$ 0.33	\$ 1.79	\$ -	\$ 2.12	\$ 924.00	\$ 5,012.00	\$ -	\$ 5,936.00	\$ 0.36	\$ 2.81	\$ -	\$ 3.17	\$ 1,008.00	\$ 7,868.00	\$ -	\$ 8,876.00	RR	CMU control Joint sealant and cmu to steel column sealant
1.00	079213200130	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.05	\$ 0.06	\$ -	\$ 0.11	\$ 13.79	\$ 16.03	\$ -	\$ 29.82	\$ 0.05	\$ 0.09	\$ -	\$ 0.14	\$ 15.12	\$ 25.20	\$ -	\$ 40.32	RR	[Adjusted by 013113900100]
280.00	079213200130			Joint sealants, caulking and sealants, bulk acrylic latex, 3/4" x 1", in place	1 Bric	225	0.036	L.F.	\$ 1.97	\$ 2.29	\$ -	\$ 4.26	\$ 551.60	\$ 641.20	\$ -	\$ 1,192.80	\$ 2.16	\$ 3.60	\$ -	\$ 5.76	\$ 604.80	\$ 1,008.00	\$ -	\$ 1,612.80	RR	metal door sealant and louver vent sealant
1.00	080505100200	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.66	\$ -	\$ 0.66	\$ -	\$ 1.99	\$ -	\$ 1.99	\$ -	\$ 1.03	\$ -	\$ 1.03	\$ -	\$ 3.08	\$ -	\$ 3.08	RR	[Adjusted by 013113900100]
3.00	080505100200			Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	1 Clab	16	0.5	Ea.	\$ -	\$ 26.50	\$ -	\$ 26.50	\$ -	\$ 79.50	\$ -	\$ 79.50	\$ -	\$ 41.00	\$ -	\$ 41.00	\$ -	\$ 123.00	\$ -	\$ 123.00	RR	demo existing RR 3 doors
1.00	080505102000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 1.64	\$ -	\$ 1.64	\$ -	\$ 4.91	\$ -	\$ 4.91	\$ -	\$ 2.55	\$ -	\$ 2.55	\$ -	\$ 7.65	\$ -	\$ 7.65	RR	[Adjusted by 013113900100]
3.00	080505102000			Door demolition, door frames, metal, remove	1 Carp	8	1	Ea.	\$ -	\$ 65.50	\$ -	\$ 65.50	\$ -	\$ 196.50	\$ -	\$ 196.50	\$ -	\$ 102.00	\$ -	\$ 102.00	\$ -	\$ 306.00	\$ -	\$ 306.00	RR	demo existing RR door frame
1.00	080505102205	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.29	\$ -	\$ 0.29	\$ -	\$ 0.86	\$ -	\$ 0.86	\$ -	\$ 0.45	\$ -	\$ 0.45	\$ -	\$ 1.34	\$ -	\$ 1.34	RR	[Adjusted by 013113900100]
3.00	080505102205			Door demolition, door hardware, remove	1 Carp	45.7	0.175	Ea.	\$ -	\$ 11.50	\$ -	\$ 11.50	\$ -	\$ 34.50	\$ -	\$ 34.50	\$ -	\$ 17.90	\$ -	\$ 17.90	\$ -	\$ 53.70	\$ -	\$ 53.70	RR	
1.00	080505103620			Door demolition, special doors, overhead, remove and reset, large	2 Carp	2.5	6.4	Ea.	\$ -	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ 655.00	\$ -	\$ 655.00	\$ -	\$ 655.00	\$ -	\$ 655.00	RR	demo overhead rolling door at existing RR
1.00	080505103620	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 16.38	\$ -	\$ 16.38	\$ -	\$ 16.38	\$ -	\$ 16.38	RR	[Adjusted by 013113900100]
1.00	080505109000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 3.27	\$ -	\$ 3.27	\$ -	\$ 9.83	\$ -	\$ 9.83	\$ -	\$ 5.13	\$ -	\$ 5.13	\$ -	\$ 15.38	\$ -	\$ 15.38	RR	[Adjusted by 013113900100]
3.00	080505109000			Door demolition, minimum labor/equipment charge	1 Carp	4	2	Job	\$ -	\$ 131.00	\$ -	\$ 131.00	\$ -	\$ 393.00	\$ -	\$ 393.00	\$ -	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ 615.00	\$ -	\$ 615.00	RR	Min equipment and labor for existing door demo
1.00	081213130100	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 11.75	\$ 1.64	\$ -	\$ 13.39	\$ 23.50	\$ 3.28	\$ -	\$ 26.78	\$ 12.88	\$ 2.55	\$ -	\$ 15.43	\$ 25.75	\$ 5.10	\$ -	\$ 30.85	RR	[Adjusted by 013113900100]
1.00	081213130100			Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"	2 Carp	16	1	Ea.	\$ 470.00	\$ 65.50	\$ -	\$ 535.50	\$ 470.00	\$ 65.50	\$ -	\$ 535.50	\$ 515.00	\$ 102.00	\$ -	\$ 617.00	\$ 515.00	\$ 102.00	\$ -	\$ 617.00	RR	door frame for type E4 3x7 door
1.00	081213130100	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 11.75	\$ 1.64	\$ -	\$ 13.39	\$ 11.75	\$ 1.64	\$ -	\$ 13.39	\$ 12.88	\$ 2.55	\$ -	\$ 15.43	\$ 12.88	\$ 2.55	\$ -	\$ 15.43	RR	[Adjusted by 013113900100]
2.00	081213130100			Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"	2 Carp	16	1	Ea.	\$ 470.00	\$ 65.50	\$ -	\$ 535.50	\$ 940.00	\$ 131.00	\$ -	\$ 1,071.00	\$ 515.00	\$ 102.00	\$ -	\$ 617.00	\$ 1,030.00	\$ 204.00	\$ -	\$ 1,234.00	RR	HM frame for type E2 frame
1.00	081213130112	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 10.75	\$ 1.64	\$ -	\$ 12.39	\$ 21.50	\$ 3.28	\$ -	\$ 24.78	\$ 11.88	\$ 2.55	\$ -	\$ 14.43	\$ 23.75	\$ 5.10	\$ -	\$ 28.85	RR	[Adjusted by 013113900100]
2.00	081213130112			Frames, steel, knock down, hollow metal, 16 gauge, up to 5-3/4" D, 7'-0" H, 4'-0" W single	2 Carp	16	1	Ea.	\$ 430.00	\$ 65.50	\$ -	\$ 495.50	\$ 860.00	\$ 131.00	\$ -	\$ 991.00	\$ 475.00	\$ 102.00	\$ -	\$ 577.00	\$ 950.00	\$ 204.00	\$ -	\$ 1,154.00	RR	Door frame for type E4 4x7 doors
1.00	081313150360	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 26.88	\$ 1.64	\$ -	\$ 28.52	\$ 53.75	\$ 3.28	\$ -	\$ 57.03	\$ 29.38	\$ 2.55	\$ -	\$ 31.93	\$ 58.75	\$ 5.10	\$ -	\$ 63.85	RR	[Adjusted by 013113900100]
2.00	081313150360			Doors, fire, steel, flush, "B" label, 90 minutes, full panel, 16 ga., 3'-0" x 7'-0"	2 Carp	16	1	Ea.	\$ 1,075.00	\$ 65.50	\$ -	\$ 1,140.50	\$ 2,150.00	\$ 131.00	\$ -	\$ 2,281.00	\$ 1,175.00	\$ 102.00	\$ -	\$ 1,277.00	\$ 2,350.00	\$ 204.00	\$ -	\$ 2,554.00	RR	2 RR doors type E2
1.00	081313250560			Doors, exterior, steel, commercial, flush, 20 ga., 1-3/4" x 7'-0" x 3'-0" wide	2 Carp	14	1.143	Ea.	\$ 575.00	\$ 75.00	\$ -	\$ 650.00	\$ 575.00	\$ 75.00	\$ -	\$ 650.00	\$ 635.00	\$ 117.00	\$ -	\$ 752.00	\$ 635.00	\$ 117.00	\$ -	\$ 752.00	RR	type E4 door 3x7 door
1.00	081313250560	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 14.38	\$ 1.88	\$ -	\$ 16.26	\$ 14.38	\$ 1.88	\$ -	\$ 16.26	\$ 15.88	\$ 2.92	\$ -	\$ 18.80	\$ 15.88	\$ 2.93	\$ -	\$ 18.81	RR	[Adjusted by 013113900100]
1.00	081313250590	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 15.63	\$ 1.88	\$ -	\$ 17.50	\$ 31.25	\$ 3.75	\$ -	\$ 35.00	\$ 17.25	\$ 2.93	\$ -	\$ 20.18	\$ 34.50	\$ 5.85	\$ -	\$ 40.35	RR	[Adjusted by 013113900100]
2.00	081313250590			Doors, exterior, steel, commercial, flush, 20 ga., 1-3/4" x 7'-0" x 3'-6" wide	2 Carp	14	1.143	Ea.	\$ 625.00	\$ 75.00	\$ -	\$ 700.00	\$ 1,250.00	\$ 150.00	\$ -	\$ 1,400.00	\$ 690.00	\$ 117.00	\$ -	\$ 807.00	\$ 1,380.00	\$ 234.00	\$ -	\$ 1,614.00	RR	type E4 RRs doors 4x7 doors
1.00	083323102000			Doors, rolling service, steel, manual, fire, class A, 20 gauge, 8' x 8' high, incl. hardware	2 Sswk	1.4	11.429	Ea.	\$ 2,200.00	\$ 815.00	\$ -	\$ 3,015.00	\$ 2,200.00	\$ 815.00	\$ -	\$ 3,015.00	\$ 2,425.00	\$ 1,275.00	\$ -	\$ 3,700.00	\$ 2,425.00	\$ 1,275.00	\$ -	\$ 3,700.00	RR	overhead door

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
1.00	083323102000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 55.00	\$ 20.38	\$ -	\$ 75.38	\$ 55.00	\$ 20.38	\$ -	\$ 75.38	\$ 60.62	\$ 31.88	\$ -	\$ 92.50	\$ 60.63	\$ 31.88	\$ -	\$ 92.51	RR	[Adjusted by 013113900100]
1.00	083323104100	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 1.69	\$ -	\$ -	\$ 1.69	\$ 33.75	\$ -	\$ -	\$ 33.75	\$ 1.86	\$ -	\$ -	\$ 1.86	\$ 37.25	\$ -	\$ -	\$ 37.25	RR	[Adjusted by 013113900100]
20.00	083323104100			Doors, rolling service, steel, manual, for weatherstripping, hood, extruded rubber, add		0	0	L.F.	\$ 67.50	\$ -	\$ -	\$ 67.50	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00	\$ 74.50	\$ -	\$ -	\$ 74.50	\$ 1,490.00	\$ -	\$ -	\$ 1,490.00	RR	overhead door weather-stripping
1.00	083323109000			Doors, rolling service, steel, manual, minimum labor/equipment charge	2 Sswk	1	16	Job	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	RR	existing RR rolling door demo min labor and equipment charge
1.00	083323109000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 45.00	\$ -	\$ 45.00	\$ -	\$ 45.00	\$ -	\$ 45.00	RR	[Adjusted by 013113900100]
1.00	083323109000			Doors, rolling service, steel, manual, minimum labor/equipment charge	2 Sswk	1	16	Job	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	RR	min equipment charge to install overhead door
1.00	083323109000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 28.75	\$ -	\$ 45.00	\$ -	\$ 45.00	\$ -	\$ 45.00	\$ -	\$ 45.00	RR	[Adjusted by 013113900100]
1.00	087120100020	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.98	\$ 1.88	\$ -	\$ 2.85	\$ 1.95	\$ 3.75	\$ -	\$ 5.70	\$ 1.08	\$ 2.93	\$ -	\$ 4.00	\$ 2.15	\$ 5.85	\$ -	\$ 8.00	RR	[Adjusted by 013113900100]
2.00	087120100020			Door hardware, bolts, flush, standard, concealed	1 Carp	7	1.143	Ea.	\$ 39.00	\$ 75.00	\$ -	\$ 114.00	\$ 78.00	\$ 150.00	\$ -	\$ 228.00	\$ 43.00	\$ 117.00	\$ -	\$ 160.00	\$ 86.00	\$ 234.00	\$ -	\$ 320.00	RR	door type E2 hardware
1.00	087120600020	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 5.43	\$ 1.64	\$ -	\$ 7.06	\$ 16.28	\$ 4.91	\$ -	\$ 21.19	\$ 5.97	\$ 2.55	\$ -	\$ 8.52	\$ 17.93	\$ 7.65	\$ -	\$ 25.58	RR	[Adjusted by 013113900100]
3.00	087120600020			Door hardware, entrance locks, cylinder, grip handle, deadbolt	1 Carp	8	1	Ea.	\$ 217.00	\$ 65.50	\$ -	\$ 282.50	\$ 651.00	\$ 196.50	\$ -	\$ 847.50	\$ 239.00	\$ 102.00	\$ -	\$ 341.00	\$ 717.00	\$ 306.00	\$ -	\$ 1,023.00	RR	deadbolt, door hardware for Type E4 doors
1.00	088313100200	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 3.25	\$ 0.16	\$ -	\$ 3.41	\$ 78.00	\$ 3.78	\$ -	\$ 81.78	\$ 3.58	\$ 0.25	\$ -	\$ 3.82	\$ 85.80	\$ 5.91	\$ -	\$ 91.71	RR	[Adjusted by 013113900100]
24.00	088313100200			Mirrors, wall type, polished edge, 1/4" plate glass, over 5 SF, excl. frames	2 Glaz	160	0.1	S.F.	\$ 130.00	\$ 6.30	\$ -	\$ 136.30	\$ 3,120.00	\$ 151.20	\$ -	\$ 3,271.20	\$ 143.00	\$ 9.85	\$ -	\$ 152.85	\$ 3,432.00	\$ 236.40	\$ -	\$ 3,668.40	RR	carried for stainless steel polished mirror. 4 ea
1.00	089119203370	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 18.63	\$ 1.56	\$ -	\$ 20.19	\$ 428.38	\$ 35.94	\$ -	\$ 464.32	\$ 20.50	\$ 2.41	\$ -	\$ 22.91	\$ 471.50	\$ 55.49	\$ -	\$ 526.99	RR	[Adjusted by 013113900100]
23.00	089119203370			Wall louvers, galvanized steel, fixed blades, commercial grade, 48" x 48"	1 Shee	10	0.8	Ea.	\$ 745.00	\$ 62.50	\$ -	\$ 807.50	\$ 17,135.00	\$ 1,437.50	\$ -	\$ 18,572.50	\$ 820.00	\$ 96.50	\$ -	\$ 916.50	\$ 18,860.00	\$ 2,219.50	\$ -	\$ 21,079.50	RR	Metal Coated Louver E5
1.00	089126100065	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 2.63	\$ 0.65	\$ -	\$ 3.28	\$ 5.25	\$ 1.30	\$ -	\$ 6.55	\$ 2.88	\$ 1.03	\$ -	\$ 3.90	\$ 5.75	\$ 2.05	\$ -	\$ 7.80	RR	[Adjusted by 013113900100]
2.00	089126100065			Louvers, steel, fixed blade, 18 gauge, 24" x 12", paint or powder coat	1 Carp	20	0.4	Ea.	\$ 105.00	\$ 26.00	\$ -	\$ 131.00	\$ 210.00	\$ 52.00	\$ -	\$ 262.00	\$ 115.00	\$ 41.00	\$ -	\$ 156.00	\$ 230.00	\$ 82.00	\$ -	\$ 312.00	RR	door louvers powder coated for type E2 Doors
1.00	096119400320	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.02	\$ -	\$ 0.03	\$ 14.22	\$ 26.06	\$ -	\$ 40.28	\$ 0.01	\$ 0.03	\$ -	\$ 0.04	\$ 15.57	\$ 40.62	\$ -	\$ 56.19	RR	[Adjusted by 013113900100]
1354.00	096119400320			Concrete stain, floors, interior, acid stain, two coats	1 Pord	570	0.014	S.F.	\$ 0.42	\$ 0.77	\$ -	\$ 1.19	\$ 568.68	\$ 1,042.58	\$ -	\$ 1,611.26	\$ 0.46	\$ 1.20	\$ -	\$ 1.66	\$ 622.84	\$ 1,624.80	\$ -	\$ 2,247.64	RR	stain floor concrete
1.00	099113900500	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.02	\$ -	\$ 0.03	\$ 23.66	\$ 29.15	\$ -	\$ 52.81	\$ 0.02	\$ 0.03	\$ -	\$ 0.04	\$ 25.77	\$ 45.21	\$ -	\$ 70.98	RR	[Adjusted by 013113900100]
1690.00	099113900500			Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, brushwork	1 Pord	640	0.013	S.F.	\$ 0.56	\$ 0.69	\$ -	\$ 1.25	\$ 946.40	\$ 1,166.10	\$ -	\$ 2,112.50	\$ 0.61	\$ 1.07	\$ -	\$ 1.68	\$ 1,030.90	\$ 1,808.30	\$ -	\$ 2,839.20	RR	paint first coat exterior
1.00	099113900510	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.01	\$ -	\$ 0.02	\$ 11.83	\$ 19.44	\$ -	\$ 31.27	\$ 0.01	\$ 0.02	\$ -	\$ 0.03	\$ 13.10	\$ 30.00	\$ -	\$ 43.10	RR	[Adjusted by 013113900100]
1690.00	099113900510			Paints & coatings, walls, concrete masonry units (CMU), porous, second coat, latex, brushwork	1 Pord	960	0.008	S.F.	\$ 0.28	\$ 0.46	\$ -	\$ 0.74	\$ 473.20	\$ 777.40	\$ -	\$ 1,250.60	\$ 0.31	\$ 0.71	\$ -	\$ 1.02	\$ 523.90	\$ 1,199.90	\$ -	\$ 1,723.80	RR	paint cmu second coat exterior
1.00	099123722800	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.02	\$ -	\$ 0.03	\$ 18.63	\$ 31.29	\$ -	\$ 49.92	\$ 0.01	\$ 0.03	\$ -	\$ 0.05	\$ 20.49	\$ 48.80	\$ -	\$ 69.29	RR	[Adjusted by 013113900100]
1490.00	099123722800			Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, 2 coats, smooth finish, brushwork	1 Pord	525	0.015	S.F.	\$ 0.50	\$ 0.84	\$ -	\$ 1.34	\$ 745.00	\$ 1,251.60	\$ -	\$ 1,996.60	\$ 0.55	\$ 1.31	\$ -	\$ 1.86	\$ 819.50	\$ 1,951.90	\$ -	\$ 2,771.40	RR	paint RR interior ceiling
1.00	099123723200	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 0.01	\$ 0.03	\$ -	\$ 0.05	\$ 23.66	\$ 52.39	\$ -	\$ 76.05	\$ 0.02	\$ 0.05	\$ -	\$ 0.06	\$ 25.77	\$ 81.54	\$ -	\$ 107.31	RR	[Adjusted by 013113900100]
1690.00	099123723200			Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, brush	1 Pord	355	0.023	S.F.	\$ 0.56	\$ 1.24	\$ -	\$ 1.80	\$ 946.40	\$ 2,095.60	\$ -	\$ 3,042.00	\$ 0.61	\$ 1.93	\$ -	\$ 2.54	\$ 1,030.90	\$ 3,261.70	\$ -	\$ 4,292.60	RR	Paint interior
1.00	099710102500	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 2.01	\$ -	\$ -	\$ 2.01	\$ 10.06	\$ -	\$ -	\$ 10.06	\$ 2.21	\$ -	\$ -	\$ 2.21	\$ 11.06	\$ -	\$ -	\$ 11.06	RR	[Adjusted by 013113900100]
5.00	099710102500			Paints & coatings, masonry, exterior, alkali-resistant primer, in 5 gallon lots		0	0	Gal.	\$ 80.50	\$ -	\$ -	\$ 80.50	\$ 402.50	\$ -	\$ -	\$ 402.50	\$ 88.50	\$ -	\$ -	\$ 88.50	\$ 442.50	\$ -	\$ -	\$ 442.50	RR	primer for cmu exterior
1.00	102813130440	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 30.00	\$ 2.19	\$ -	\$ 32.19	\$ 60.00	\$ 4.38	\$ -	\$ 64.38	\$ 33.13	\$ 3.40	\$ -	\$ 36.53	\$ 66.25	\$ 6.80	\$ -	\$ 73.05	RR	[Adjusted by 013113900100]
2.00	102813130440			Toilet accessories, diaper changing station, plastic, recessed, with stainless steel flange	1 Carp	6	1.333	Ea.	\$ 1,200.00	\$ 87.50	\$ -	\$ 1,287.50	\$ 2,400.00	\$ 175.00	\$ -	\$ 2,575.00	\$ 1,325.00	\$ 136.00	\$ -	\$ 1,461.00	\$ 2,650.00	\$ 272.00	\$ -	\$ 2,922.00	RR	baby change station 2 ea
1.00	102813131105	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 1.35	\$ 0.65	\$ -	\$ 2.00	\$ 5.40	\$ 2.60	\$ -	\$ 8.00	\$ 1.49	\$ 1.03	\$ -	\$ 2.51	\$ 5.95	\$ 4.10	\$ -	\$ 10.05	RR	[Adjusted by 013113900100]
4.00	102813131105			Toilet accessories, grab bars, straight, stainless steel, 42" long	1 Carp	20	0.4	Ea.	\$ 54.00	\$ 26.00	\$ -	\$ 80.00	\$ 216.00	\$ 104.00	\$ -	\$ 320.00	\$ 59.50	\$ 41.00	\$ -	\$ 100.50	\$ 238.00	\$ 164.00	\$ -	\$ 402.00	RR	grab bar
1.00	102813132450	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 33.75	\$ 3.28	\$ -	\$ 37.03	\$ 135.00	\$ 13.10	\$ -	\$ 148.10	\$ 36.88	\$ 5.13	\$ -	\$ 42.00	\$ 147.50	\$ 20.50	\$ -	\$ 168.00	RR	[Adjusted by 013113900100]
4.00	102813132450			Toilet room accessories, hand dryer, touch free, 1400 watt, 81,000 rpm	1 Carp	4	2	Ea.	\$ 1,350.00	\$ 131.00	\$ -	\$ 1,481.00	\$ 5,400.00	\$ 524.00	\$ -	\$ 5,924.00	\$ 1,475.00	\$ 205.00	\$ -	\$ 1,680.00	\$ 5,900.00	\$ 820.00	\$ -	\$ 6,720.00	RR	RRs stainless steel hand dryer 4 ea
1.00	102813135000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 2.55	\$ 1.31	\$ -	\$ 3.86	\$ 5.10	\$ 2.63	\$ -	\$ 7.73	\$ 2.80	\$ 2.05	\$ -	\$ 4.85	\$ 5.60	\$ 4.10	\$ -	\$ 9.70	RR	[Adjusted by 013113900100]
2.00	102813135000			Toilet accessories, soap dispenser, stainless steel, recessed, liquid	1 Carp	10	0.8	Ea.	\$ 102.00	\$ 52.50	\$ -	\$ 154.50	\$ 204.00	\$ 105.00	\$ -	\$ 309.00	\$ 112.00	\$ 82.00	\$ -	\$ 194.00	\$ 224.00	\$ 164.00	\$ -	\$ 388.00	RR	soap dispenser 2 ea
1.00	102813138000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 12.00	\$ 1.31	\$ -	\$ 13.31	\$ 72.00	\$ 7.88	\$ -	\$ 79.88	\$ 13.25	\$ 2.05	\$ -	\$ 15.30	\$ 79.50	\$ 12.30	\$ -	\$ 91.80	RR	[Adjusted by 013113900100]
6.00	102813138000			Toilet accessories, waste receptacle, stainless steel, w/top, 13 gallon	1 Carp	10	0.8	Ea.	\$ 480.00	\$ 52.50	\$ -	\$ 532.50	\$ 2,880.00	\$ 315.00	\$ -	\$ 3,195.00	\$ 530.00	\$ 82.00	\$ -	\$ 612.00	\$ 3,180.00	\$ 492.00	\$ -	\$ 3,672.00	RR	recessed toilet receptacle 6 ea
5.00	220576102120			Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 5" pipe size	Q1	6	2.667	Ea.	\$ 605.00	\$ 192.00	\$ -	\$ 797.00	\$ 3,025.00	\$ 960.00	\$ -	\$ 3,985.00	\$ 670.00	\$ 294.00	\$ -	\$ 964.00	\$ 3,350.00	\$ 1,470.00	\$ -	\$ 4,820.00	RR	
2.00	220576205010			Cleanout tee, plastic tee, PVC, 1-1/2" pipe size, type DWV, excludes plug	1 Plum	15	0.533	Ea.	\$ 10.15	\$ 42.50	\$ -	\$ 52.65	\$ 20.30	\$ 85.00	\$ -	\$ 105.30	\$ 11.20	\$ 65.50	\$ -	\$ 76.70	\$ 22.40	\$ 131.00	\$ -	\$ 153.40	RR	
24.00	220719108320			Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 3/4" wall, 3/8" iron pipe size	1 Asbe	90	0.089	L.F.	\$ 1.36	\$ 6.40	\$ -	\$ 7.76	\$ 32.64	\$ 153.60	\$ -	\$ 186.24	\$ 1.50	\$ 9.95	\$ -	\$ 11.45	\$ 36.00	\$ 238.80	\$ -	\$ 274.80	RR	Hot water pipe insulation
24.00	221113231140			Pipe, copper, tubing, solder, 1/2" diameter, type K, includes coupling & clevis hanger assembly 10' OC	1 Plum	78	0.103	L.F.	\$ 6.25	\$ 8.20	\$ -	\$ 14.45	\$ 150.00	\$ 196.80	\$ -	\$ 346.80	\$ 6.90	\$ 12.55	\$ -	\$ 19.45	\$ 165.60	\$ 301.20	\$ -	\$ 466.80	RR	Hot water pipe size 1/2"
140.00	221113741090			Pipe, plastic, PVC, high impact/pressure, 1" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	1 Plum	43	0.186	L.F.	\$ 6.05	\$ 14.90	\$ -	\$ 20.95	\$ 847.00	\$ 2,086.00	\$ -	\$ 2,933.00	\$ 6.65	\$ 23.00	\$ -	\$ 29.65	\$ 931.00	\$ 3,220.00	\$ -	\$ 4,151.00	RR	PVC Pipe for cold water size 1"
8.00	221113741100			Pipe, plastic, PVC, high impact/pressure, 1-1/4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	1 Plum	39	0.205	L.F.	\$ 7.05	\$ 16.45	\$ -	\$ 23.50	\$ 56.40	\$ 131.60	\$ -	\$ 188.00	\$ 7.75	\$ 25.00	\$ -	\$ 32.75	\$ 62.00	\$ 200.00	\$ -	\$ 262.00	RR	PVC PIPE for cold water size 1 1/4"

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
420.00	221113741140			Pipe, plastic, PVC, high impact/pressure, 3" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	Q1	50	0.32	L.F.	\$ 13.80	\$ 23.00	\$ -	\$ 36.80	\$ 5,796.00	\$ 9,660.00	\$ -	\$ 15,456.00	\$ 15.15	\$ 35.50	\$ -	\$ 50.65	\$ 6,363.00	\$ 14,910.00	\$ -	\$ 21,273.00	RR	30" sanitary pipe
5.00	221316502800			Drain, shower, with strainer, uniform diameter trap, bronze top, 2" and 3" pipe size	Q1	8	2	Ea.	\$ 435.00	\$ 144.00	\$ -	\$ 579.00	\$ 2,175.00	\$ 720.00	\$ -	\$ 2,895.00	\$ 480.00	\$ 220.00	\$ -	\$ 700.00	\$ 2,400.00	\$ 1,100.00	\$ -	\$ 3,500.00	RR	
1.00	223313209000			Water heater, minimum labor/equipment charge	1 Plum	1.75	4.571	Job	\$ -	\$ 365.00	\$ -	\$ 365.00	\$ -	\$ 365.00	\$ -	\$ 365.00	\$ -	\$ 560.00	\$ -	\$ 560.00	\$ -	\$ 560.00	\$ -	\$ 560.00	RR	
1.00	223313209000	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 9.12	\$ -	\$ 9.12	\$ -	\$ 9.13	\$ -	\$ 9.13	\$ -	\$ 14.00	\$ -	\$ 14.00	\$ -	\$ 14.00	\$ -	\$ 14.00	RR	[Adjusted by 013113900100]
1.00	223413109430			Water heaters, tankless, on-demand, natural gas/propane, 8.4 GPM, excludes vent	1 Plum	1.8	4.444	Ea.	\$ 1,200.00	\$ 355.00	\$ -	\$ 1,555.00	\$ 1,200.00	\$ 355.00	\$ -	\$ 1,555.00	\$ 1,325.00	\$ 545.00	\$ -	\$ 1,870.00	\$ 1,325.00	\$ 545.00	\$ -	\$ 1,870.00	RR	
1.00	223413109430	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 30.00	\$ 8.88	\$ -	\$ 38.88	\$ 30.00	\$ 8.88	\$ -	\$ 38.88	\$ 33.12	\$ 13.62	\$ -	\$ 46.74	\$ 33.13	\$ 13.63	\$ -	\$ 46.76	RR	[Adjusted by 013113900100]
1.00	224116132040	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 18.50	\$ 4.50	\$ -	\$ 23.00	\$ 74.00	\$ 18.00	\$ -	\$ 92.00	\$ 20.38	\$ 6.90	\$ -	\$ 27.28	\$ 81.50	\$ 27.60	\$ -	\$ 109.10	RR	[Adjusted by 013113900100]
4.00	224116132040			Lavatory, vanity top, stainless steel, self-rimming, ledge, round, single bowl, 18-3/4", includes trim	Q1	6.4	2.5	Ea.	\$ 740.00	\$ 180.00	\$ -	\$ 920.00	\$ 2,960.00	\$ 720.00	\$ -	\$ 3,680.00	\$ 815.00	\$ 276.00	\$ -	\$ 1,091.00	\$ 3,260.00	\$ 1,104.00	\$ -	\$ 4,364.00	RR	RRs stainless steel Lav
1.00	224613102240	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 69.38	\$ 11.50	\$ -	\$ 80.88	\$ 138.75	\$ 23.00	\$ -	\$ 161.75	\$ 76.25	\$ 17.63	\$ -	\$ 93.88	\$ 152.50	\$ 35.25	\$ -	\$ 187.75	RR	[Adjusted by 013113900100]
2.00	224613102240			Prison/institution fixtures, urinal, stainless steel, back supply and flush, stall	Q1	2.5	6.4	Ea.	\$ 2,775.00	\$ 460.00	\$ -	\$ 3,235.00	\$ 5,550.00	\$ 920.00	\$ -	\$ 6,470.00	\$ 3,050.00	\$ 705.00	\$ -	\$ 3,755.00	\$ 6,100.00	\$ 1,410.00	\$ -	\$ 7,510.00	RR	stainless steel urinal 2 ea
1.00	224613103300	A		Performance Bond, for buildings, maximum		0	0	Job	\$ 30.00	\$ 4.98	\$ -	\$ 34.98	\$ 180.00	\$ 29.85	\$ -	\$ 209.85	\$ 33.13	\$ 7.63	\$ -	\$ 40.75	\$ 198.75	\$ 45.75	\$ -	\$ 244.50	RR	[Adjusted by 013113900100]
6.00	224613103300			Prison/institution fixtures, water closet, stainless steel, integral seat, back supply and flush, wall hung, wall outlet	Q1	5.8	2.759	Ea.	\$ 1,200.00	\$ 199.00	\$ -	\$ 1,399.00	\$ 7,200.00	\$ 1,194.00	\$ -	\$ 8,394.00	\$ 1,325.00	\$ 305.00	\$ -	\$ 1,630.00	\$ 7,950.00	\$ 1,830.00	\$ -	\$ 9,780.00	RR	wall mount stainless steel toilet 6 ea
1.00	224716106600			Water cooler, floor mounted, flush-to-wall, bottle supply type, 1.0 GPH	1 Plum	4	2	Ea.	\$ 1,325.00	\$ 160.00	\$ -	\$ 1,485.00	\$ 1,325.00	\$ 160.00	\$ -	\$ 1,485.00	\$ 1,450.00	\$ 245.00	\$ -	\$ 1,695.00	\$ 1,450.00	\$ 245.00	\$ -	\$ 1,695.00	RR	
460.00	260533130700			Aluminum conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	1 Elec	80	0.1	L.F.	\$ 3.43	\$ 7.80	\$ -	\$ 11.23	\$ 1,577.80	\$ 3,588.00	\$ -	\$ 5,165.80	\$ 3.77	\$ 11.90	\$ -	\$ 15.67	\$ 1,734.20	\$ 5,474.00	\$ -	\$ 7,208.20	RR	
1.00	262413101000			Switchboards, no main disconnect, 4 wire, 120/208 V, 3000 amp, incl CT compartment, excl CT's or PT's	2 Elec	0.56	28.571	Ea.	\$ 8,950.00	\$ 2,225.00	\$ -	\$ 11,175.00	\$ 8,950.00	\$ 2,225.00	\$ -	\$ 11,175.00	\$ 9,850.00	\$ 3,400.00	\$ -	\$ 13,250.00	\$ 9,850.00	\$ 3,400.00	\$ -	\$ 13,250.00	RR	New service Electrical Panel
1.00	262713102400			Meter center, main circuit breaker, rainproof, 3 P 4W 120/208V, 1,200A	2 Elec	0.68	23.529	Ea.	\$ 13,600.00	\$ 1,825.00	\$ -	\$ 15,425.00	\$ 13,600.00	\$ 1,825.00	\$ -	\$ 15,425.00	\$ 14,900.00	\$ 2,800.00	\$ -	\$ 17,700.00	\$ 14,900.00	\$ 2,800.00	\$ -	\$ 17,700.00	RR	Electrical Meter and disconnect
4.00	265113550100			Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections	1 Elec	8	1	Ea.	\$ 375.00	\$ 78.00	\$ -	\$ 453.00	\$ 1,500.00	\$ 312.00	\$ -	\$ 1,812.00	\$ 410.00	\$ 119.00	\$ -	\$ 529.00	\$ 1,640.00	\$ 476.00	\$ -	\$ 2,116.00	RR	weatherproof Wall Mounted LED Light
20.00	265113551010			Interior LED fixtures, troffer, recess mounted, 4,800 lumens, 2' x 4', replaces three T8 lamp, incl lamps, mounting hardware and connections	1 Elec	5	1.6	Ea.	\$ 202.00	\$ 125.00	\$ -	\$ 327.00	\$ 4,040.00	\$ 2,500.00	\$ -	\$ 6,540.00	\$ 223.00	\$ 190.00	\$ -	\$ 413.00	\$ 4,460.00	\$ 3,800.00	\$ -	\$ 8,260.00	RR	2-tube x4' LED Light
3.00	265213160200			Exit lighting, LED standard, single face, ceiling or wall mount	1 Elec	8	1	Ea.	\$ 49.50	\$ 78.00	\$ -	\$ 127.50	\$ 148.50	\$ 234.00	\$ -	\$ 382.50	\$ 54.50	\$ 119.00	\$ -	\$ 173.50	\$ 163.50	\$ 357.00	\$ -	\$ 520.50	RR	exit light
4.00	265623550210			Exterior LED fixture, wall mounted, outdoor, 220 watt, incl lamps	1 Elec	10	0.8	Ea.	\$ 400.00	\$ 62.50	\$ -	\$ 462.50	\$ 1,600.00	\$ 250.00	\$ -	\$ 1,850.00	\$ 440.00	\$ 95.00	\$ -	\$ 535.00	\$ 1,760.00	\$ 380.00	\$ -	\$ 2,140.00	RR	exterior Light LD Wall Mounted
1.00	312213200130			Rough grading sites, 1,100-3,000 S.F., skid steer & labor	B62	1.5	16	Ea.	\$ -	\$ 920.00	\$ 184.00	\$ 1,104.00	\$ -	\$ 920.00	\$ 184.00	\$ 1,104.00	\$ -	\$ 1,425.00	\$ 203.00	\$ 1,628.00	\$ -	\$ 1,425.00	\$ 203.00	\$ 1,628.00	RR	rough grading for new concrete slab
1.00	312213200130	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 23.00	\$ 4.60	\$ 27.60	\$ -	\$ 23.00	\$ 4.60	\$ 27.60	\$ -	\$ 35.62	\$ 5.08	\$ 40.70	\$ -	\$ 35.63	\$ 5.08	\$ 40.71	RR	[Adjusted by 013113900100]
1.00	312216103120	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 0.11	\$ 0.01	\$ 0.12	\$ -	\$ 17.53	\$ 1.86	\$ 19.39	\$ -	\$ 0.17	\$ 0.01	\$ 0.18	\$ -	\$ 27.43	\$ 2.06	\$ 29.49	RR	[Adjusted by 013113900100]
165.00	312216103120			Fine grading, select gravel, 8" deep, hand grading, including compaction	B18	300	0.08	S.Y.	\$ -	\$ 4.25	\$ 0.45	\$ 4.70	\$ -	\$ 701.25	\$ 74.25	\$ 775.50	\$ -	\$ 6.65	\$ 0.50	\$ 7.15	\$ -	\$ 1,097.25	\$ 82.50	\$ 1,179.75	RR	compaction for new RRS slab
1.00	312216109100			Fine grading, machine grading, includes compaction, minimum labor/equipment charge	B11L	2	8	Job	\$ -	\$ 490.00	\$ 590.00	\$ 1,080.00	\$ -	\$ 490.00	\$ 590.00	\$ 1,080.00	\$ -	\$ 760.00	\$ 650.00	\$ 1,410.00	\$ -	\$ 760.00	\$ 650.00	\$ 1,410.00	RR	min equipment charge for compactors
1.00	312216109100	A		Performance Bond, for buildings, maximum		0	0	Job	\$ -	\$ 12.25	\$ 14.75	\$ 27.00	\$ -	\$ 12.25	\$ 14.75	\$ 27.00	\$ -	\$ 19.00	\$ 16.25	\$ 35.25	\$ -	\$ 19.00	\$ 16.25	\$ 35.25	RR	[Adjusted by 013113900100]
20.00	015436501400			Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	B34U	2	8	Ea.	\$ -	\$ 515.00	\$ 275.00	\$ 790.00	\$ -	\$ 10,300.00	\$ 5,500.00	\$ 15,800.00	\$ -	\$ 800.00	\$ 305.00	\$ 1,105.00	\$ -	\$ 16,000.00	\$ 6,100.00	\$ 22,100.00	RR	Mobil/Demobil of heavy equipment and material in and off the project through the project
Grand Total												\$ 71,528.37	\$ 308,606.37	\$ 221,172.93	\$ 68,525.42	\$ 598,304.72	\$ 86,920.99 \$ 340,160.93 \$ 344,347.00 \$ 75,541.84 \$ 760,049.77									













Asbestos Inspection Report
Morgan Park - Concession/Restroom Building
1500 W. South St.
Alvin, Texas 77511



By:
FERN Environmental, LLC
10103 Fondren Rd., Ste. 425
Houston, TX 77096
(832) 797-3059 Fax: (713) 202-4717
DSHS Asbestos Consultant Agency Lic. #100455 Exp:2/15/24
DSHS Asbestos Laboratory Lic. #300482 Exp:11/17/22
DSHS Mold Assessment Company Lic. #ACO1147 Exp:12/16/22
DSHS Lead Firm Lic. #2110668 Exp:11/30/22



Project No.: 0122-249

October 14, 2022

Akinola Olufuwa
DSHS Lic. Consultant #105845

Gregory Lall
DSHS Lic. Consultant #105216



October 14, 2022

Mr. Dan Kelinske
Director of Parks & Recreation
City of Alvin
1100 W. Hwy 6
Alvin, Texas 77511

RE: Asbestos Inspection
Morgan Park - Concession/Restroom Building
1500 W. South St.
Alvin, TX 77511
Project No. 0122-249

Dear Mr. Kelinske,

Pursuant to your request, FERN Environmental, LLC (FERN) performed asbestos testing in the building at the above-referenced site on October 10, 2022. The inspection covered accessible materials in the proposed path of construction in the building.

Asbestos was not detected in samples collected from the door caulking, cmu block mortar, or roofing materials.

We appreciate the opportunity to provide our environmental services. Should you have any questions, please feel free to contact us at (832) 797-3059.

Sincerely,
FERN Environmental, LLC

Akinola Olufuwa
DSHS Lic. Consultant #105845

Gregory Lall
DSHS Lic. Consultant #105216

Attachment: Asbestos Inspection Report

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1.1 BACKGROUND

FERN Environmental, LLC (FERN) performed testing for asbestos-containing materials in the building at 1500 W. South St. in Alvin, Texas.

Due to the health effects associated with exposure to asbestos dust, building materials are tested for asbestos content prior to their disturbance. If an asbestos inspection reveals the presence of asbestos-containing materials, they must be properly handled by trained workers prior to renovation. Federal, state and local regulations apply to work involving Asbestos Containing Materials (ACM).

1.2 AUTHORIZATION

Authorization to perform this testing was given by Mr. Dan Kelinske with The City of Alvin.

1.3 PURPOSE

The objective of the testing was to provide general information for specific areas of this facility regarding the presence of accessible and/or exposed building materials which commonly contain asbestos. Materials which contain more than one percent (1%) asbestos are considered to be ACM according to Environmental Protection Agency (EPA) and Texas Department of State Health Services (DSHS) regulations.

1.4 WARRANTY

The information contained in this report is based upon data furnished by the Client and observations and test results provided by FERN. Certain findings are time dependent, and subject to changing site conditions, and revisions to Federal, state, and local regulations.

These findings have been prepared in accordance with generally accepted practices in the asbestos testing and abatement industry. Building materials such as thermal insulation in pipe chases are typically inaccessible to the inspector. Roofs are not normally sampled due to concerns about voiding existing warranties. Occupied buildings should be revisited once they are vacated, and prior to commencing work, in order to evaluate formerly inaccessible materials/areas. If new materials are uncovered during demolition activities, the asbestos content of such materials may be assumed or verified by laboratory analysis.

This report has been prepared for the use of the Client for the described site. It is not an abatement specification and is not intended for the use or benefit of any other party and may not be reproduced, except in full, without written approval from FERN.

No other warranties are implied or expressed.

2.1 BACKGROUND

The scope of services included the performance of field and laboratory testing programs, and the preparation of a report detailing where and at what concentrations asbestos was found.

The inspection was conducted by Akin Olufuwa (Lic. #105845), an EPA accredited and DSHS Licensed Asbestos Consultant, on October 10, 2022, to identify materials containing more than one percent (>1%) asbestos.

2.2 REGULATORY REQUIREMENTS

The visual inspection and asbestos sampling were conducted in general accordance with EPA/AHERA guidelines to determine the presence of asbestos in suspect asbestos-containing materials (ACM) which were accessible and/or exposed in the facility. Bulk samples obtained from the facility were delivered to the NVLAP accredited, and DSHS licensed (Lic. #30-0312) Apex Precision Analytical Services laboratory for analysis for asbestos by Polarized Light Microscopy (PLM) with dispersion staining in accordance with USEPA guidelines (EPA/600/R-93/116).

Asbestos-containing materials (ACM) that will be impacted during construction activities must be abated by trained and certified abatement workers.

An abatement specification is required for abatement projects in accordance with the regulations, and is typically prepared after the renovation scope is determined. Asbestos containing materials that will be impacted by the renovation are more extensively quantified during specification development.

Data tables containing a summary of results by building component are included in the Appendix of this report.

3.1 FIELD SURVEY

Inspection Procedures

Asbestos inspection and sample collection were performed by an EPA accredited and DSHS Licensed inspector. An initial facility walk-through was conducted to determine the presence of suspect materials which were accessible and/or exposed. Materials that are similar in appearance are grouped into 'homogeneous' sampling areas. Representative samples are collected from each homogeneous area.

Sampling Procedures

After a thorough visual examination, samples of suspect ACM were collected. Sampling is typically limited to materials that are accessible and do not involve destruction of floors, ceilings, roofs, physical barriers, etc. or the structural integrity of the item being tested.

EPA guidelines were used to determine the sampling protocol, and samples were collected from representative areas of each suspect material. A summary of the tested materials is presented in the appendix and includes information such as friability and condition (Good, Damaged or Significantly Damaged).

Inaccessible materials in locations such as pipe chases and behind walls, and any other materials which were not evaluated in this inspection may be assumed to be ACM or tested for asbestos if they are uncovered during renovation or other operations which may disturb them.

The target area generally consisted of CMU block walls, wooden ceilings, wood frame construction, and concrete slab foundation.

After each sample was extracted, a spray encapsulant and/or tape covering may have been applied to the sampled area to prevent potential fiber release.

Laboratory Methods

Analysis was performed by using the bulk sample for visual observation and slide preparations for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite and actinolite/tremolite), and fibrous non-asbestos constituents (mineral wool, paper, etc.) and non-fibrous constituents.

Asbestos is identified by Polarized Light Microscopy (PLM) in accordance with USEPA guidelines (EPA/600/R-93/116) for this method. The same method was used to identify the non-asbestos constituents. The microscopist visually estimates relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

4.1 INSPECTION RESULTS

A material is considered to be asbestos containing if at least one sample collected from the material contains asbestos fibers at a concentration greater than one percent (>1%).

Asbestos was not detected in samples collected from the door caulking, roofing materials, or cmu block mortar.

AHERA CLASSIFICATION

In accordance with EPA AHERA regulations (40 CFR 763 Subpart E), ACM identified in a survey should be classified into one of the following categories:

- (1) Damaged or significantly damaged thermal system insulation ACM
- (2) Damaged friable surfacing ACM
- (3) Significantly damaged friable surfacing ACM
- (4) Damaged or significantly damaged friable miscellaneous ACM
- (5) ACBM with potential for damage
- (6) ACBM with potential for significant damage
- (7) Any remaining friable ACBM or friable suspected ACBM

Asbestos was not detected in samples collected at the site therefore AHERA classification is not needed.

These findings have been prepared in accordance with generally accepted practices in the asbestos testing and abatement industry. No other warranties are implied or expressed.

The laboratory analysis results are included in the Appendix.

APPENDIX 1

BULK ASBESTOS SAMPLE SUMMARY

BULK ASBESTOS SAMPLE SUMMARY
Morgan Park - Concession/Restroom Building
1500 W. South St.
Alvin, Texas 77511
Project No. 0122-249

Sample #	Description/Location	Friable (F) / Non-friable (NF)	Condition	Analysis Result
01	CMU block wall mortar / women's restroom	NF	G	N.D.
02	CMU block wall mortar / men's restroom	NF	G	N.D.
03	CMU block wall mortar / south side office area	NF	G	N.D.
04	Door caulking / men's restroom	NF	G	N.D.
05	Door caulking / women's restroom	NF	G	N.D.
06	Door caulking / office area at south side	NF	G	N.D.
07	Roof shingle / north side	NF	G	N.D.
08	Roof shingle / south side	NF	G	N.D.
09	Roof shingle / east side	NF	G	N.D.

Note: N.D. = Asbestos was Not Detected
Condition = Good (G), Damaged (D), Significantly Damaged (SD)

APPENDIX 2

LABORATORY ANALYTICAL RESULTS

ASBESTOS BULK ANALYSIS REPORT

Date: October 13, 2022

FERN Environmental, LLC

Report: 2322-4064
0122-249

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G.R. Simmons', written over a horizontal line.

Gary R. Simmons
Laboratory Manager

Lab Comments on Project: N/A

PLM (Bulk) - Asbestos Analysis Report - Visual ID (EPA Method 600/R-93-116 Visual Area Estimation)

FERN Environmental, LLC
10103 Fondren Rd., Ste. 425
Houston, TX 77096
832-797-3059
Contact: Greg Lall

Report Number: 2322-4064
Report Date: October 13, 2022
Samples Collected: Undocumented
Date Received: October 10, 2022
Turn-around time: 72 Hour

Job ID / Site: 0122-249

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
01	2322-4064-01	Off White / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
02	2322-4064-02	Off White / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
03	2322-4064-03	Off White / Material / NonFibrous / Homogeneous	None Detected	None Detected	Binder
04	2322-4064-04	White / Door Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
05	2322-4064-05	White / Door Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
06	2322-4064-06	White / Door Caulking / NonFibrous / Homogeneous	None Detected	None Detected	Binder
07	2322-4064-07	Grey,Black / Roofing Shingle / Fibrous / Homogeneous	None Detected	Fibrous Glass 10%	Binder
08	2322-4064-08	Grey,Black / Roofing Shingle / Fibrous / Homogeneous	None Detected	Fibrous Glass 10%	Binder
09	2322-4064-09	Grey,Black / Roofing Shingle / Fibrous / Homogeneous	None Detected	Fibrous Glass 10%	Binder

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

NVLAP Lab Code: 200633-0 PLM

TDSHS Asbestos License#: 30-0312 PLM/PCM

Page 2 of 2

Apex Precision Analytical Services, Inc.

An Independent Laboratory Providing Reliable Analysis with Professionalism and Honesty



Chain of Custody

APASI#: 2322-4064
for office use only

Date Collected:		Date Sent:	
Contact: Gregory Lall		Special Instructions:	
Company: FERN Environmental, LLC			
Address: 10103 Fondren Rd., Suite 425		P.O. #:	
Houston, TX 77096		E-Mail: greg@fernenvrionmental.com	
Phone: 832-797-3059		Add'l Email:	
Turn Around Time: (Circle One) Critical Urgent/ASAP 24 Hours 48Hours 72 Hours 5 Days			
Client Job Number/Name: 0122-249			
<u>Mycology(Mold) Spore Trap-Air Samples</u> ___ Fungal/Mold spore count by Air-O-Cell, Cyclex (d), BioCell, or other spore trap cassette/device		<u>Polarized Light Microscopy(PLM)-Bulk Samples</u> ___ Asbestos Identification (Visual Estimation) by EPA 600/R-93/116 Method ___ Asbestos Identification (Point Count) by EPA 600/M4-82-020 Method ___ Asbestos Identification - by Gravimetric Reduction	
<u>Mycology(Mold) Bulk ID Samples</u> ___ Fungal/Mold Identification - bulk sample, tape lift, swab			
<u>Industrial Hygiene and Miscellaneous Analysis</u> ___ (RCF) Refractory Ceramic Fiber (Bulk) Identification (Visual Estimation) by Polarized Light Microscopy ___ Total Nuisance Dust (Air) by NIOSH Method 0500 ___ Total Respirable Dust (Air) by NIOSH Method 0600		<u>Phase Contrast Microscopy(PCM)-Air Samples</u> ___ Fiber Concentration by NIOSH Method 7400 Issue 2 ___ Lead Analysis by Niosh Method 7300	

Sample #:	Location/Description:	Volume
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Please see attached photos

Relinquished by: [Signature]

Date: 10/10/22

Time: 1:53 p.m.

Received by: Amanda Polin

Date: 10/10/22

Time: 1:55

Project #: 0122- Building Info.: _____

page ___ of ___

APPENDIX 3
PHOTOGRAPHS

1500 W. South St. - Photos



1. Sample #01 – cmu block mortar



2. Sample #04 – door caulking



3. Sample #07 - roofing



4. Interior view

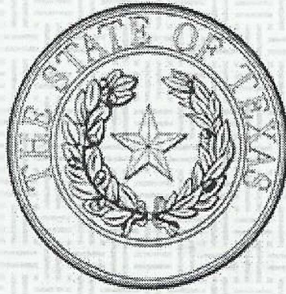


5. Exterior view at south side



6. Exterior view at east side

APPENDIX 4
CERTIFICATES



Texas Department of State Health Services

FERN ENVIRONMENTAL LLC

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 100455

Control Number: 97436



Expiration Date: 02/15/2024

*John Hellerstedt, M.D.,
Commissioner of Health*

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



**Texas Department of
State Health Services**

Asbestos Individual Consultant

AKINOLA D OLUFUWA

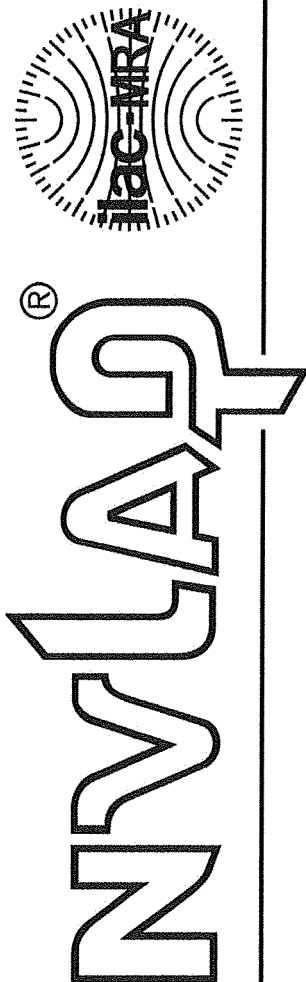
License No. 105845

Control No. 97757

Expiration Date: 2-Oct-2022



United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200633-0

Apex Precision Analytical Services, Inc.
Friendswood, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2022-04-01 through 2023-03-31

Effective Dates



A handwritten signature in dark ink, appearing to read "John E. Lander".

For the National Voluntary Laboratory Accreditation Program

PRODUCT DESIGN PRESSURE REQUIREMENTS ROOFS WITH MEAN ROOF HEIGHT OF 20'			
	140 MPH EXP C	145 MPH EXP C	150 MPH EXP C
PRODUCT			
WINDOWS	-36.5 psf	-39.2 psf	-41.9 psf
DOORS	-34.1 psf	-36.6 psf	-39.1 psf
GARAGE DOOR (16x7)	-28.4 psf	-30.4 psf	-32.5 psf
SIDING	-36.5 psf	-39.2 psf	-41.9 psf

PRODUCT DESIGN PRESSURE REQUIREMENTS ROOFS WITH MEAN ROOF HEIGHT OF 30'			
	140 MPH EXP C	145 MPH EXP C	150 MPH EXP C
PRODUCT			
WINDOWS	-39.6 psf	-42.6 psf	-45.5 psf
DOORS	-37.0 psf	-39.7 psf	-42.4 psf
GARAGE DOOR (16x7)	-30.8 psf	-33.0 psf	-35.3 psf
SIDING	-39.6 psf	-42.6 psf	-45.5 psf

PRODUCT DESIGN PRESSURE REQUIREMENTS ROOFS WITH MEAN ROOF HEIGHT OF 40'			
	140 MPH EXP C	145 MPH EXP C	150 MPH EXP C
PRODUCT			
WINDOWS	-42.2 psf	-45.3 psf	-48.4 psf
DOORS	-39.3 psf	-42.2 psf	-45.1 psf
GARAGE DOOR (16x7)	-32.8 psf	-35.2 psf	-37.5 psf
SIDING	-42.2 psf	-45.3 psf	-48.4 psf

SHEARWALL LEGEND

Wall Type		Sheathing [in]		Fasteners		Spceg [in]		Framing Members [in]				Apply
Grp	Surf	Material	Thick	Size	Type	Edg	Fld	Blkg	Species	G	Spc	Notes
SW6	Ext	OSB/PLYWOOD	7/16	10d	Nail	6	12	yes	S-P-F	0.50	1'-4"	1,3
SW4	Ext	OSB/PLYWOOD	7/16	10d	Nail	4	12	yes	S-P-F	0.50	1'-4"	1,3
SW3	Ext	OSB/PLYWOOD	7/16	10d	Nail	3	12	yes	S-P-F	0.50	1'-4"	1,3
SW2	Ext	OSB/PLYWOOD	7/16	10d	Nail	2	12	yes	S-P-F	0.50	1'-4"	1,2*,3

Grp – Wall Design Group; Surf – Exterior or interior surface of exterior wall; Spceg – Edge or field nail spacing; Blkg – Blocked; G – Specific gravity; Spc – Wall stud spacing
Notes: (1.) Capacity has been reduced according to IBC specific gravity adjustment. (2)* Framing at adjoining panel edges shall be 3–inch nominal or wider, and nails shall be staggered where nails are 2” o.c. (3). Shear capacity for current design has been increased to the value for 15/32” sheathing with same nailing because stud spacing is 16” max. or panel orientation is horizontal.

EXTERIOR SHEARWALLS
ALL EXTERIOR WALLS SHALL BE FULLY SHEATHED USING WALL TYPE SW4 SHEARWALLS AND SHALL EXTEND TO THE ROOF FRAMING UNLESS NOTED OTHERWISE.

** INTERIOR SHEARWALLS
ALL INTERIOR SHEARWALLS SHALL EXTEND TO THE ROOF FRAMING ABOVE WITH A DOUBLE RAFTER DRAG STRUT AT THE TOP SEE DETAIL M1 WS2–2

ALL SHEARWALLS SHALL BE FULL HEIGHT FROM THE SOLE PLATE TO THE ROOF DIAPHRAGM.

CORROSION RESISTANT FASTENERS

GALVANIZED STEEL, STAINLESS STEEL,
ALUMINUM OR COPPER

HOLDDOWN CONNECTOR LEGEND
AND FOUNDATION NOTES

- 1

SIMPSON STHD14 CONNECTOR OR EQUIV. PLACED PRIOR TO FOUNDATION POUR ACCORDING TO DETAIL A1, OR SIMPSON HTT4 CONNECTOR OR EQUIV. PLACED AFTER POUR ACCORDING TO DETAIL A2,WINDSTORM DETAIL SHEET WS 1–2 4800#
- 2

SIMPSON HTT5KT CONNECTOR OR EQUIV. SET AFTER POUR ACCORDING TO DETAIL A2, WINDSTORM DETAIL SHEET WS 1–2 5500#
- 3

SIMPSON HDQ8–SDS3 CONNECTOR OR EQUIV. SET TO 4X4 POST AFTER POUR ACCORDING TO DETAIL A3, WINDSTORM DETAIL SHEET WS 1–2 7600#

ANCHOR BOLT NOTES:

- ANCHOR BOLTS SHALL BE 5/8” DIAMETER X 10” BOLTS PLACE 32” O.C. EMBEDDED 7” INTO SLAB.
- RETRO FIT BOLTS SHALL BE 5/8” DIA. AND HAVE A TENSION CAPACITY OF 1,300 LBS.

UPLIFT REQUIREMENTS

UPLIFT LOAD PATH MUST BE CONTINUOUS FROM THE ROOF TO THE FOUNDATION. ANCHORAGE POINTS AND ACCEPTABLE HURRICANE CONNECTORS PER TABLE 3, CS 1–1

-RAFTER AND STUD ANCHORAGE (PER MEMBER)-

	ANCHORAGE
RAFTER TO TOP PLATE:	600 LBS
TOP PLATE TO STUD:	600 LBS
STUD TO SOLE PLATE:	420 LBS

-HEADER ANCHORAGE-

HEADER STUDS TO HEADER AND SOLE PLATE:

OPENING SIZE	ANCHORAGE
3'	600 LBS
6'	1125 LBS

-OVERHANG ANCHORAGE-

	ANCHORAGE
RAFTER TO BEAM:	600 LBS
POST TO BEAM/	
POST TO SLAB:	4,000 LBS

REVISED: 2024 IRC/IBC

HOLDDOWN CONNECTOR LEGEND
FOR SECOND FLOOR

- HD 1

INDICATES 1–36” CS14 COIL STRAPS FROM DBL STUD PACK ABV TO STRINGER/PERP. BEAM/DBL STUD PACK BELOW SHEET WS2–2 (2,490#)
- HD 2

INDICATES 2–36” CS14 COIL STRAPS FROM DBL STUD PACK ABV TO STRINGER/ PERP. BEAM/ DBL STUD PACK BELOW SHEET WS2–2 (4,980#)
- HD 3

INDICATES 3–36” CS14 COIL STRAPS FROM DBL STUD PACK ABV TO STRINGER/ PERP. BEAM/ DBL STUD PACK BELOW SHEET WS2–2 (7,470#)
- HD 4

INDICATES MSTC52 (48 NAILS) STRAP FROM DBL STUD PACK ABV TO STRINGER/ PERP. BEAM/ DBL STUD PACK BELOW SHEET WS2–2 (4,610#)
- HD 5

INDICATES MSTC66 (68 NAILS) FROM DBL STUDS TO STRINGER/PERP. BEAM/DBL STUD PACK BELOW SHEET WS2–2 (5,850#)
- HD P

INDICATES 2–LSTA12 FROM POST DIRECTLY TO STRINGER/ PERP. BEAM/ DBL STUD PACK BELOW

PROJECT INFORMATION:

TYPE OF PROJECT:

PUBLIC RESTROOM

BUILDER/ HOME OWNER:

CITY OF ALVIN

PROJECT ADDRESS:

1500 WEST SOUTH STREET

ALVIN, TEXAS

THE 2024 IBC WILL MEET OR EXCEED
THE 2009/2012/2015/2018/2021
CODE

DESIGN CRITERIA/STANDARD:

2024 WOOD FRAME CONSTRUCTION MANUAL,

CHAPTER 2 AND ASCE 7-16

ULTIMATE WIND SPEED: 143 MPH

EXPOSURE CATEGORY: C

DESIGN MEAN ROOF HEIGHT: 20'

OTHER DESIGN CRITERIA:

ALL OTHER CONSTRUCTION SHALL BE PER

CONSTRUCTION STANDARD SHEET CS 1-1, AND

WINDSTORM DETAIL SHEETS WS 1-2 AND WS 2-2.

WHERE THE CONSTRUCTION STANDARD AND THIS

DOCUMENT VARY, THIS TEMPLATE SHALL TAKE

PRECEDENCE. THIS DESIGN IS FOR WIND ONLY.

OTHER OR NON SPECIFIED CONSTRUCTION DETAILS,

MATERIAL REQUIREMENTS AND LOADS SHALL BE

PER THE 2024 INTERNATIONAL BUILDING CODE.



****THIS SHEET MUST REMAIN ATTACHED TO THE WINDSTORM DESIGN****

WWW.CBWINSTORM.COM
798 FM 517
ALVIN, TEXAS 77511
(281) 331–0788
REG# F–003193

COASTAL
BUILDING
INSPECTIONS



PLEASE NOTE
THAT ANY
CHANGE TO THE
DESIGN AFTER
ENGINEERING
HAS BEEN
COMPLETED WILL
RESULT IN A
MINIMUM
REVISION FEE OF
\$500.00

COVERSHEET

GENERAL NOTES: 1. ALL WORK TO BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS, AND ALL LOCAL LAWS AND REGULATIONS, CURRENT EDITIONS. 2. THE MATERIALS INSTALLED IN THE WORK SHALL MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NO SUBSTITUTIONS ARE ALLOWED. 3. BEFORE SUBMITTING A BID FOR THE WORK TO BE DONE, THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND LOCATIONS OF EXISTING STRUCTURES. 4. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL HE OBTAINS, AT HIS OWN EXPENSE, ALL CUSTOMARILY REQUIRED INSURANCE. 5. THE CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE ALL PERMITS FROM FEDERAL AND STATE GOVERNMENTS, COUNTIES, MUNICIPALITIES AND OTHER REGULATORY AGENCIES WHICH MAY BE REQUIRED FOR THE PROJECT. 6. THE CONTRACTOR SHALL FURNISH AND DO EVERYTHING NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, INCLUDING ALL GENERAL AND DETAILED SPECIFICATIONS. THE WORK TO BE DONE UNDER ANY ITEM SHALL NOT BE LIMITED TO THE EXACT EXTENT MENTIONED OR DESCRIBED, BUT SHALL INCLUDE ALL INCIDENTAL WORK NECESSARY OR CUSTOMARILY DONE FOR THE COMPLETION OF THAT ITEM. 7. UPON COMPLETION OF THE PROJECT, IF WORK IS NOT ACCEPTABLE TO THE ENGINEER, HE WILL ADVISE THE CONTRACTOR AS TO THE PARTICULAR DEFECTS TO BE REMEDIED BEFORE FINAL ACCEPTANCE WILL BE MADE. THE FINAL INSPECTION AND ACCEPTANCE WILL BE MADE BY THE OWNER AND ENGINEER UPON CONTRACTOR NOTIFICATION THAT THE PROJECT IS COMPLETED. 8. BEFORE FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT, TEMPORARY WORKS, UNUSED AND USELESS MATERIALS, RUBBISH AND TEMPORARY BUILDINGS. 9. THE CONTRACTOR SHALL GUARANTEE HIS WORK TO BE FREE FROM DEFECTS FOR A PERIOD OF FIVE YEARS AFTER THE DATE OF COMPLETION. 10. THE CONTRACTOR SHALL PROVIDE SHORING AS REQUIRED TO PROTECT WORKMEN, MATERIALS, OTHER PROPERTIES, AND THE PUBLIC. 1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND FOR SEQUENCES AND PROCEDURES TO BE USED. 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY ASPECTS OF THE WORK. DESIGN LOADS NOTES: 1. THE STRUCTURE IN ACCORDANCE WITH THE IBC 2024 EDITION. THE DESIGN LOAD ARE AS FOLLOWS: 2. WIND SPEED PER CODE SECTION 1609 DETERMINED USING THE FOLLOWING CRITERIA: BASIC WIND SPEED ULTIMATE WIND SPEED RISK CATEGORY WIND EXPOSURE CATEGORY = 143 MPH = 111 MPH = II = C 3. SEISMIC LOADING USED THE STRUCTURAL DESIGN OF THE PROJECT HAVE BEEN DETERMINED USING THE FOLLOWING CRITERIA: SDS SD1 RISK GROUP SEISMIC DESIGN CATEGORY SITE CLASS = 0.065 = 0.059 = II = A = D 4. LIVE LOADS USED IN THE DESIGN OF THE PROJECT ARE AS FOLLOWS: FLAT ROOF LIVE LOAD = 20 PSF 5. EQUIPMENT LOADS USED IN THE DESIGN OF THE PROJECT ARE SHOWN ON THE CONTRACT DRAWINGS. WEIGHTS SHOWN ARE MAXIMUM OPERATING WEIGHTS AND INCLUDE CURBS AND MISCELLANEOUS LOADS. THE CONTRACTOR SHALL VERIFY THAT THE WEIGHT OF EQUIPMENT TO BE INSTALLED DOES NOT EXCEED WEIGHT NOTED ON THE CONTRACT DRAWINGS. 6. DEAD LOADS USED IN THE DESIGN OF THE PROJECT ARE AS FOLLOWS: ROOF (INCLUDES ROOFING, DECKING, STRUCTURE, MECH, ELEC, CEILING AND MISCELLANEOUS LOADS) = 15 PSF ENGINEER OF RECORD SITE VISITS: 1. WHEN REQUIRED BY THE OWNER, THE ENGINEER OF RECORD SHALL VISIT THE PROJECT SITE AND PERFORM THE FOLLOWING VISUAL REVIEWS. THE CONTRACTOR WILL NOTIFY THE ENGINEER OF RECORD FOUR (4) WORKING DAYS IN ADVANCE THAT HE WILL BE READY FOR SUCH A REVIEW. A. FOUNDATIONS: SUB GRADE PREPARED, REINFORCING IN PLACE, AND FORMS INSTALLED FOR FIRST CONCRETE PLACEMENT OF FOUNDATIONS. B. ELEVATED FRAMING AND METAL DECK CONSTRUCTION: FRAMING AND DECK INSTALLED, REINFORCING IN PLACE, CONSTRUCTION JOINT IN PLACE, FOR FIRST PLACEMENT. C. PUNCH LIST: NOTIFICATION BY THE CONTRACTOR THAT ALL STRUCTURAL ITEMS ON THE PROJECT HAVE BEEN COMPLETED AND READY FOR REVIEW AND ACCEPTANCE.	DEMOLITION NOTES: 1. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE APPLICABLE STATE, LOCAL AND OSHA LAWS AND REGULATIONS REGARDING SAFETY REGULATIONS DURING THE DEMOLITION ACTIVITIES OCCURRING AT THE SITE. 2. THE CONTRACT DRAWINGS DO NOT PURPORT TO DEPICT ALL EXISTING CONDITIONS CURRENTLY PRESENT AT THE SITE. BEFORE COMMENCING ANY WORK, THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS, WITH PARTICULAR ATTENTION GIVEN TO THE VARIOUS ITEMS TO REMAIN AFTER DEMOLITION IS COMPLETE AND THE EXISTING MATERIAL TO BE REMOVED DURING DEMOLITION. THE CONTRACTOR SHALL REPORT, IN WRITING, TO THE ENGINEER ANY DISCREPANCIES FOUND BETWEEN THE CONTRACT DRAWINGS AND THE ACTUAL CONDITIONS FOUND AT THE SITE AND ANY CONDITIONS PRESENT WHICH WOULD PREVENT OR HINDER THE REMOVAL OF ALL MATERIAL DESIGNATED TO BE DEMOLISHED. 3. THE CONTRACTOR SHALL LOCATE ALL EXISTING ACTIVE AND/OR INACTIVE UTILITIES CURRENTLY PRESENT AT THE SITE, AND DETERMINE THE PROPER METHODS FOR DISCONNECTING, CAPPING, REMOVING, RELOCATING AND PROTECTING SAME; ALL OF WHICH SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS AND AGREEMENT OF THE UTILITY COMPANY AFFECTED, THE OWNER AND/OR THE REGULATING AGENCY INVOLVED. THE CONTRACTOR SHALL FORWARD COPIES OF THE METHODS, ETC., AGREED UPON TO THE ENGINEER FOR HIS RECORDS. 4. THE CONTRACTOR SHALL ALSO LOCATE ALL EXISTING INACTIVE UTILITIES PRESENT ON THE SITE AND SHALL CAP EACH UTILITY, WHERE DIRECTED BY THE AFFECTED UTILITY COMPANY, OUTSIDE THE BOUNDARIES OF THE DEMOLITION AREA. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL FURNISH, INSTALL, AND REMOVE ALL NECESSARY TEMPORARY SHORING, BRACING, NEEDLING, ETC., REQUIRED TO SUCCESSFULLY COMPLETE THE DEMOLITION ACTIVITIES. ALL OF THE ABOVE SHALL BE DESIGNED AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER CURRENTLY LICENSED IN THE STATE OF MAINE. NECESSARY PROCEDURES AND SEQUENCE OF OPERATION SHALL BE INCLUDED WITH THE DRAWINGS OF SUCH ACTIVITIES, COPIES OF WHICH SHALL BE SUBMITTED TO THE ENGINEER FOR HIS REVIEW BEFORE PRECEDING WITH ANY OPERATIONS. 6. WHERE REQUIRED BY ANY OF THE AFOREMENTIONED LAWS AND/OR REGULATIONS, THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN OF THE TEMPORARY SUPPORTS REQUIRED IN NOTE 5 SHALL SUPERVISE THE INSTALLATION AND REMOVAL OF SAME. 7. THE CONTRACTOR SHALL REMOVE ALL MATERIAL, NOTED ON THE CONTRACT DRAWINGS OR REQUIRED TO BE REMOVED TO INSTALL THE NEW CONSTRUCTION, AFTER ALL NECESSARY TEMPORARY SUPPORTS OF THE EXISTING STRUCTURE ARE IN PLACE AND ALL NECESSARY BARRICADES, ETC., ARE INSTALLED. 8. THE CONTRACTOR SHALL NOT ALLOW DEMOLISHED MATERIAL, AND OTHER ITEMS REMOVED, TO ACCUMULATE AT THE SITE AND SHALL REMOVE AND DISPOSE OF SAME, AS PER THE REQUIREMENTS OF THE SPECIFICATIONS. ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS SHALL BE FOLLOWED. METAL DECKING NOTES: 1. ALL METAL ROOF, FLOOR AND/OR FORM DECK SHALL CONFORM TO THE FOLLOWING: A. AMERICAN IRON AND STEEL INSTITUTE'S "SPECIFICATIONS FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS". B. AMERICAN WELDING SOCIETY (AWS), D1.3 "STRUCTURAL WELDING CODE- SHEET STEEL". C. STEEL DECK INSTITUTE (SDI), " DESIGN MANUAL FOR COMPOSITE DECKS, FORM DECKS AND ROOF DECKS". 2. ALL ROOF, FORM AND/OR FLOOR DECKING SHALL BE GALVANIZED, SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS. 3. ALL DECKING SHALL BE CAPABLE OF SUPPORTING ALL CONSTRUCTION LOADS, AS PER "STEEL DECK INSTITUTE GUIDE TO FLOOR DECK AND ROOF DECKS". MINIMUM CONSTRUCTION LOADING SHALL BE 20 PSF. 4. ALL DECKING SHALL BE CONTINUOUS OVER TWO OR MORE SUPPORTS (I.E. A THREE SPAN MEMBER), AND BE PLUG WELDED, THRU WELDING WASHERS PLACED IN THE RIB BOTTOMS, TO THE STRUCTURAL MEMBERS. 5. ALL DECKING SHALL HAVE NESTING SIDE LAPS AND BE MECHANICALLY FASTENED AS FOLLOWS: ROOF DECK - USING 5/8" DIAMETER PUDDLE WELDS - SEE SCHEDULE. FORM DECK - USING 1/2" DIAMETER PUDDLE WELDS END LAP SUPPORTS - MID-WIDTH OF SHEET AND AT SIDE LAPS INTERMEDIATE SUPPORTS - MID-WIDTH OF SHEET AND AT SIDE LAPS SIDE LAPS - AT MID-SPAN USING #12 HEX HEAD SCREWS. 6. ANY ELECTRICAL FIXTURES, ETC., WEIGHING MORE THE 5 PSF, SHALL BE HUNG FROM THE MAIN STRUCTURAL STEEL FRAME ONLY. FOR HANGER REQUIREMENTS, SEE SPECIFICATIONS. 7. ALL PIPING AND HVAC UNITS SHALL BE HUNG FROM THE MAIN STEEL FRAME ONLY. 8. WHERE METAL DECKING BEARS ON STRUCTURAL STEEL SUPPORTS THAT HAVE DIFFERENT SLOPES, OR ONE MEMBER IS HORIZONTAL AND THE OTHER SLOPES, THE METAL DECK MAY BE CUT TO A SINGLE SPAN CONDITION WHENEVER THE DECK STIFFNESS IS SUCH THAT IT CANNOT BE WARPED TO BEAR ON THE MEMBERS. WHENEVER THE DECK SPAN IS REDUCED TO A SINGLE SPAN CONDITION, THE DECK GAGE SHALL BE INCREASED, AS REQUIRED, TO SAFELY SUPPORT THE SPECIFIED DESIGN LIVE AND DEAD LOADINGS. EACH END OF THE SINGLE SPAN DECK SHALL BE FASTENED TO THE SUPPORTING MEMBERS AS PER NOTE 7. 9. AFTER INSTALLATION, ALL WELDS SHALL BE PAINTED WITH A RUST INHIBITIVE PAINT.	WELDING NOTES: 1. ALL WELDING OF STRUCTURAL STEEL MEMBERS SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1, LATEST EDITION. 2. ALL ELECTRODES USED IN THE WELDING OF STRUCTURAL STEEL MEMBERS SHALL BE E-70XX, CONFORMING TO AWS STANDARD A5.1 OR A5.5. 3. ALL WELDED JOINTS, USED IN THE ERECTION OF THE STRUCTURAL STEEL MEMBERS, SHALL BE PREQUALIFIED JOINTS, AS SHOWN IN PART 4 OF THE AISC MANUAL. INSTALLATION OF SUCH JOINTS SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE STRUCTURAL WELDING CODE. 4. STRUCTURAL STEEL ERECTION/DETAIL DRAWINGS SHALL SHOW ALL FIELD WELDING REQUIRED, AND SHALL GIVE: THE WELD ELECTRODE TYPE TO BE USED, THE SIZE, SPACING AND LENGTH OF ALL WELDS, AND THE JOINT DESIGNATION, AS PER AISC MANUAL, IF REQUIRED. 5. ALL FULL PENETRATION WELDS PERFORMED IN THE FIELD SHALL BE INSPECTED AND TESTED BY A CERTIFIED TESTING AGENCY, PAID FOR BY THE CONTRACTOR. COPIES OF ALL REPORTS SHALL BE FORWARDED TO THE ENGINEER FOR HIS REVIEW. 6. ALL WELDS SHALL BE UNIFORM IN SIZE AND APPEARANCE, AND FREE OF PINHOLES, POROSITY, UNDERCUTTING, OR OTHER DEFECTS. 7. ALL WELDS EXPOSED TO VIEW SHALL BE GROUNDED SMOOTH. SUCH OPERATION SHALL BE REVIEWED AND ACCEPTED BY THE ARCHITECT. THE CONTRACTOR SHALL SUBMIT, IN WRITING, HIS PROPOSED METHOD OF GRINDING THE WELDS TO THE ARCHITECT, FOR ACCEPTANCE, BEFORE PROCEEDING WITH HIS WORK. 8. ALL WELDS SHALL BE FIELD PAINTED WITH ONE COAT OF RUST INHIBITIVE PAINT. CAST-IN-PLACE CONCRETE NOTES: 1. ALL CAST-IN-PLACE REINFORCED CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI STANDARD 318, AND THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" ACI STANDARD 315, EXCEPT AS SPECIFICALLY MODIFIED BY THE CONTRACT DRAWINGS AND SPECIFICATIONS. 2. ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE, NEW, DEFORMED BILLET-STEEL REINFORCING, CONFORMING TO ASTM SPECIFICATION ASTM A615, GRADE 60. ALL COLUMN TIES AND BEAM STIRRUPS MAY BE REINFORCING CONFORMING TO ASTM SPECIFICATION A-615, GRADE 40. 3. ALL DETAILING, BENDING, PLACEMENT AND SUPPORT OF REINFORCING STEEL SHALL CONFORM TO THE STANDARDS CITED IN NOTE #1, EXCEPT AS MAY BE MODIFIED BY THESE NOTES, CONTRACT DRAWINGS AND SPECIFICATIONS. 4. ALL REINFORCING SHALL BE LAPPED, SPLICED, BENT, AND DEVELOPED AS PER ACI 318. CONTINUOUS BOTTOM REINFORCING SHALL BE LAP SPLICED AT SUPPORT POINTS AND CONTINUOUS TOP REINFORCING SHALL BE LAP SPLICED MIDWAY BETWEEN SUPPORTS. REINFORCING SHALL NOT BE RE-BENT, ONCE PLACED, WITHOUT THE PERMISSION OF THE ENGINEER. 5. CLEAR CONCRETE COVER, OVER MAIN REINFORCING, SHALL BE AS FOLLOWS, UNLESS SHOWN OTHERWISE ON THE CONTRACT DRAWINGS. A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3" B. CONCRETE EXPOSED TO EARTH OR WEATHER: 1. #6 BARS AND BIGGER: 2" 2. #5 BARS AND SMALLER: 1- 1/2" C. CONCRETE NOT EXPOSED TO WAETHER OR IN CONTACT WITH GROUND: 3/4" 6. ALL OF THE STANDARD AND/OR SPECIAL ACCESSORIES REQUIRED TO SUPPORT, HOLD, AND TIE REINFORCEMENT IN ITS PROPER POSITION SHALL BE PROVIDED AND INSTALLED BY THE CONCRETE CONTRACTOR. THIS INCLUDES SUPPORT BARS AND/OR INDIVIDUAL HIGH CHAIRS FOR THE TOP LAYER OF REINFORCING AND BOLSTERS FOR THE BOTTOM LAYER OF REINFORCING. REINFORCING SHALL BE WIRED IN PLACE AS REQUIRED. ANY SPECIAL SUPPORTS, AS REQUIRED, SHALL BE DESIGNED AND DETAILED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER, FOR REVIEW AND ACCEPTANCE, PRIOR TO INSTALLATION OF SAME BY THE CONTRACTOR. 7. ALL WELDED FABRIC USED ON THE PROJECT SHALL CONFORM TO ASTM SPECIFICATION A-185. 8. THE SPACING OF REINFORCING, AS SHOWN ON THE CONTRACT DRAWINGS, IS THE MAXIMUM PERMITTED. THIS SPACING MAY BE REDUCED FOR CONSTRUCTION CONSIDERATIONS, BUT IS NOT TO BE EXCEEDED. 9. AT FRAMED CONSTRUCTION AREAS, THE CONTRACTOR SHALL ADJUST THE SHORING, USING SURVEYING INSTRUMENTS, PRIOR TO PLACING ANY CONCRETE, AND IMMEDIATELY AFTER THE PLACING OF SAID CONCRETE. NO ADJUSTMENT OF FORM ELEVATIONS WILL BE PERMITTED AFTER THE CONCRETE HAS ATTAINED ITS INITIAL SET. THE CONTRACTOR SHALL CAMBER FORMS, AS REQUIRED, TO COMPENSATE FOR THE FORMWORK DEFLECTION CAUSED BY THE PLACEMENT OF CONCRETE, AND ANY DEFLECTION OF THE SLABS AND BEAMS AFTER THE REMOVAL OF THE FORMS. 10. ALL REINFORCING SHALL BE INSPECTED, IN PLACE, AND THE CONCRETE PLACEMENT SHALL BE UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF NEW JERSEY. SUCH PROFESSIONAL ENGINEER SHALL BE SELECTED AND PAID FOR BY THE OWNER.	FOUNDATION NOTES: 1. THE SOIL CONDITIONS HAVE BEEN INVESTIGATED BY THE GEOTECHNICAL FIRM OF GENTECH ENGINEERING ASSOCIATES, P.C. AND FOUND SUITABLE TO SUPPORT A SPREAD FOOTING FOUNDATION UTILIZING A NET USABLE ALLOWABLE BEARING PRESSURE OF 2,500 PSI AS STATED IN THEIR REPORT DATED OCTOBER 3, 2013. THE FOUNDATION HAS BEEN DESIGNED IN ACCORDANCE WITH THE ABOVE STATED CRITERIA. ALL SITE PREPARATIONS AND FOUNDATION INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS OF THIS REPORT. 2. THE ACTUAL SITE SOIL CONDITIONS, AS FOUND DURING THE CONSTRUCTION PERIOD, SHALL GOVERN THE FOUNDATION REQUIREMENTS. THE GENERAL CONSTRUCTION CONTRACTOR SHALL FULFILL ALL THE VARIOUS REQUIREMENTS OF THE CONTRACT DRAWINGS, THE GEOTECHNICAL REPORT, AND THE SPECIFICATIONS. 3. THE FOOTING BOTTOMS SHALL BEAR ON UNDISTURBED SOIL, OR CONTROLLED COMPACTED FILL, AS PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, INCLUDING SUBBASE REQUIREMENTS. 4. WHERE CONTROLLED COMPACTED FILL IS PLACED BY THE CONTRACTOR, IT IS TO BE PLACED AS PER THE REQUIREMENTS OF THE PROJECT'S SOILS REPORT AND UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER, SELECTED BY THE ENGINEER AND PAID FOR BY THE OWNER. 5. WHERE SOIL OF THE SPECIFIED BEARING CAPACITY IS NOT FOUND, WHEN EXCAVATION FOR FOUNDATION PLACEMENT COMMENCES, THEN THE FOUNDATION BEARING ELEVATION SHALL BE LOWERED UNTIL SOIL OF THE REQUIRED BEARING CAPACITY IS ENCOUNTERED. THE BOTTOM ELEVATION OF THE FOOTING MAY BE LOWERED, OR THE TOTAL THICKNESS OF THE FOOTING MAY BE INCREASED, TO SUIT THE FIELD CONDITIONS. WHEN THE FOOTING ITSELF IS LOWERED, WALLS, PIERS ETC., SHALL BE LENGTHENED TO ACCOMMODATE THE ELEVATION REVISION. THE GENERAL CONSTRUCTION CONTRACTOR SHALL NOTIFY THE ENGINEER OF THIS CONDITION AND SHALL OBTAIN INSTRUCTIONS BEFORE CONTINUING WITH THE CONSTRUCTION OF THE FOUNDATIONS. 6. NO FOUNDATION ELEMENT SHALL BE PLACED UNTIL THE BEARING MATERIAL HAS BEEN INSPECTED AND PERMISSION GIVEN, BY THE ENGINEER, TO PLACE CONCRETE. SUCH INSPECTION SHALL BE DONE BY A GEOTECHNICAL ENGINEER SELECTED BY THE OWNER AND PAID FOR BY THE OWNER. 7. FOR FROST PROTECTION THE BOTTOM OF ALL FOOTINGS SHALL BE A MINIMUM OF 3'-0" BELOW THE FINAL FINISH GRADE. 8. FOOTINGS SHALL NOT BE PLACED ABOVE A ONE VERTICAL TO TWO HORIZONTAL SLOPE, AS EXTENDED FROM THE CLOSEST EDGE OF ANY OTHER FOUNDATION ELEMENT OR UNDISTURBED SOIL. 9. NO FOOTING, FOUNDATION ELEMENT, OR SLAB-ON-GRADE SHALL BE PLACED ON FROZEN MATERIAL, UNDER ANY CIRCUMSTANCES. 10. ALL INSTALLED FOOTINGS SHALL BE PROTECTED FROM FREEZING. 11. ALL FOUNDATION WALL FOOTINGS SHALL HAVE DOWELS EXTENDING INTO THE WALL BEING SUPPORTED. SEE THE TYPICAL DETAILS FOR FURTHER REQUIREMENTS. 12. ALL COLUMN FOOTINGS SHALL BE CENTERED ON THE COLUMN GRID CENTERLINES, UNLESS SHOWN OTHERWISE ON THE CONTRACT DRAWINGS OR IN THE SECTIONS AND DETAILS. 13. ALL BACKFILLING AGAINST FOUNDATION WALLS SHALL BE CAREFULLY DONE WITH SMALL HAND PROPELLED COMPACTION EQUIPMENT. NO BACKFILLING OPERATIONS SHALL BE STARTED AT THE SITE UNTIL ANY FRAMED SLABS, THAT BEAR ON THE FOUNDATION WALLS, AND THE SLABS-ON-GRADE ARE IN PLACE AND THE CONCRETE HAS ATTAINED 50% OF DESIGN STRENGTH. AT NO TIME WILL TRUCKS, BULLDOZERS, ETC., BE ALLOWED CLOSER THAN 6'-0" TO ANY WALL BEING BACKFILLED AGAINST.	GENERAL STEEL NOTES: 1. FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS, NINTH EDITION, FOR THE DESIGN FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. 2. USE ASTM A-36, (FY = 36 KSI) FOR STRUCTURAL STEEL, U.N.O. USE ASTM A992 (FY = 50 KSI) FOR WIDE FLANGE MEMBERS. USE ASTM A500 (FY = 46 KSI) FOR STRUCTURAL TUBES. ASTM A307, GRADE A, FOR ANCHOR BOLTS. ASTM A325, TYPE 1 OR 2, FOR HIGH STRENGTH THREADED FASTENERS. 3. ARC-WELDING ELECTRODES SHALL BE: AWS 5.1 SERIES E70 FOR MANUAL ARC-WELDING UNLESS OTHERWISE NOTED. 4. ALL BOLT HOLES SHALL BE 1/16" LARGER IN DIAMETER THAN BOLTS. 5. IN THE ABSENCE OF SPECIFICATIONS, SHOP PAINT ALL NON-GALVANIZED STEEL WITH RED OXIDE PRIMER, MIN. DRY FILM THICKNESS 2 MILS. 6. UNLESS SPECIFICALLY DETAILED ON THESE DRAWINGS, CONTRACTOR SHALL FURNISH AND INSTALL ADEQUATE SHORING, TEMPORARY BRACING ETC. REQUIRED TO SAFELY EXECUTE ALL WORK AND SHALL BE FULLY RESPONSIBLE FOR THE SAME. 7. ALL WELDING SHALL CONFORM TO AWS D1.1 "STRUCTURAL WELDING CODE" LATEST EDITION. 8. ALL WELDS SHALL BE UNIFORM IN SIZE AND APPEARANCE AND FREE OF PINHOLES, POROSITY, UNDERCUTTING OR OTHER DEFECTS. COLD-FORMED STEEL JOIST: 1.00. PRODUCT IDENTIFICATION 1.01 The American Iron and Steel Institute standards are used in this package. Any manufacturer whose product geometries meets or exceed AISI standards and who is part of a code compliance program that includes third party physical audits is acceptable to comply with the design intent. Manufacturers who are currently approved in a compliance program can be found at www.architect.com/certification. Web Size Member Type 362 S 162 33 Thickness(mils) Flange Size 1.02 The last two numbers indicate the steel thickness: Gage Design Minimum AISI Color Coding 20 0.0329" 0.0329" 33 mils White 18 0.0451" 0.0428" 43 mils Yellow 16 0.0566" 0.0538" 54 mils Green 14 0.0713" 0.0677" 68 mils Orange 12 0.1017" 0.0966" 97 mils Red 1.03 Basis of Design Material for this project by: Design performed in accordance with the AISI "Specification for the Design of Cold Formed Steel Structural Members". The latest edition of the American Iron and Steel Institute "Code of Standard Practice for Cold-Formed Steel Structural Framing" shall be used as the reference of standard practices.	www.cbwindstorm.com 798 FM 517 ALVIN, TEXAS 77511 (281) 331-0788 REG# F-003193 Coastal Building Inspections Engineering WINDSTORM WINDSTORM DESIGN PLANS PROJECT INFORMATION FOUNDATION DESIGN PLAN 1500 WEST SOUTH STREET ALVIN, TEXAS 08/11/2025 CUSTOMER INFORMATION CITY OF ALVIN PLAN NO: PUBLIC RESTROOM SHEET NO: S-1.0
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- 4" 3,000 PSI CONCRETE SLAB REINFORCED WITH #3 ROD AT 12" O.C.E.W. SET ON SAND CHAIRS AT 36" O.C.E.W., OVER 10 MIL. POLY VAPOR BARRIER.
- 2" SELECT SAND CUSHION COMPACTED TO 95% PROCTOR OVER VEGETATION FREE SOIL.
- VERIFY ALL UNDER SLAB PLUMBING, ELECT. AND MECHANICAL REQUIREMENTS BEFORE POURING SLAB
- LOCATE HOLDDOWNS AS SHOWN ON WINDSTORM PLAN.
- 5/8" X 10" ANCHOR BOLTS @ 32" O.C. MAX. AND 12" MAX. FROM END OF PLATE.
- (4) #4 CORNER BARS @ ALL EXTERIOR CORNERS. 2 TOP - 2 BOTTOM, W/ 24" LAP.

4.5" THICK CONCRETE SLAB REINFORCED WITH #4 @ 16" O.C. EACH WAY ON A 10 MILS. (MIN.) VAPOR BARRIER (REF. GENERAL FOUNDATION NOTES) OVER THE PREPARED SUBGRADE PER SOILS REPORT. SUPPORT REBAR ON HEAVY DUTY SUPPORT CHAIRS @ 48" O.C. OR STANDARD CHAIRS @ 32" O.C. EACH WAY.

STRUCTURAL PAD RECOMMENDATION:
THE STRUCTURAL PAD IS TO CONSIST OF A MINIMUM OF 24 INCHES min. OF COMPACTED SELECT FILL, IT SHOULD EXTEND BEYOND THE PERIMETER OF THE STRUCTURE A MINIMUM OF 3'-0" TO 5'-0". SELECT FILL SHOULD BE A CLEAN SANDY CLAY MATERIAL WITH A PLASTICITY INDEX RANGING BETWEEN 10 AND 27. PAD IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR IN SIX TO EIGHT INCH LIFTS. EACH LIFT IS TO BE TESTED BY A SOILS TESTING LAB, AND THE WRITTEN TEST RESULTS SENT TO CBI WINDSTORM COMPANY. REFERENCE PROJECT GEOTECHNICAL REPORT FOR MORE SPECIFIC DETAILS.

Beams: 12" min. x 28" deep with min. of 16" in undisturbed or 95% PI compacted soil unless otherwise specified

FOUNDATION DISCLAIMER NOTE:
IT SHOULD BE NOTED THAT A SLAB-ON-GRADE IS A "FLOATING" FOUNDATION. THIS TYPE OF FOUNDATION SYSTEM IS AT HIGHER RISK OF DISTRESS THAN DEEP FOUNDATION SYSTEMS. SINCE THE SLAB-ON-GRADE SYSTEM IS SUPPORTED DIRECTLY ON GRADE, THEY TEND TO BE MORE SENSITIVE TO ENVIRONMENTAL CONDITIONS SUCH AS DRAINAGE PATTERNS, TREES, AND SHRUBS. THESE RISKS CAN BE REDUCED WITH PROPER SITE PREPARATION AND BY MAINTAINING POSITIVE DRAINAGE AND VEGETATION CONTROL AROUND AND NEAR THE FOUNDATION. REF. THE SITE SOILS REPORT FOR MORE SPECIFIC DETAILS ON SITE PREPARATION AND MAINTENANCE.

NOTE:
SLAB DROPS SHOWN AS AID TO CONTRACTOR ONLY. VERIFY EXACT DIMENSIONS AND LOCATIONS OF ALL SLAB DROPS WITH ARCH./OWNER.

NOTE:
BUILDER IS TO VERIFY ALL OUT TO OUT CONCRETE PLAN DIMENSIONS WITH FINAL ARCHITECTURE PLANS AND/OR OWNER MODIFICATIONS

NOTE:
BUILDER IS TO VERIFY ALL IN SLAB ELECTRICAL OUTLETS AND FLOOR DRAIN LOCATIONS WITH OWNER PRIOR TO START OF CONSTRUCTION TYP.

SOIL DATA TAKEN FROM:
THE FOLLOWING DESIGN CRITERIA IS CONTAINED IN THE PRESUMPTIVE BEARING VALUES PROVIDED IN TABLE 1806.2 OF IBC (CHAPTER 18) FOR SOIL CL, ML, MH AND CH. PROPOSED AND APPROVED BY CLIENT. REFER TO GENERAL AND PLAN NOTES FOR SOIL PREPARATION REQUIREMENTS FOR THIS DESIGN



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WINDSTORM
DESIGN
PLANS

PROJECT INFORMATION
FOUNDATION DESIGN PLAN
1500 WEST SOUTH STREET
ALVIN, TEXAS
08/11/2025

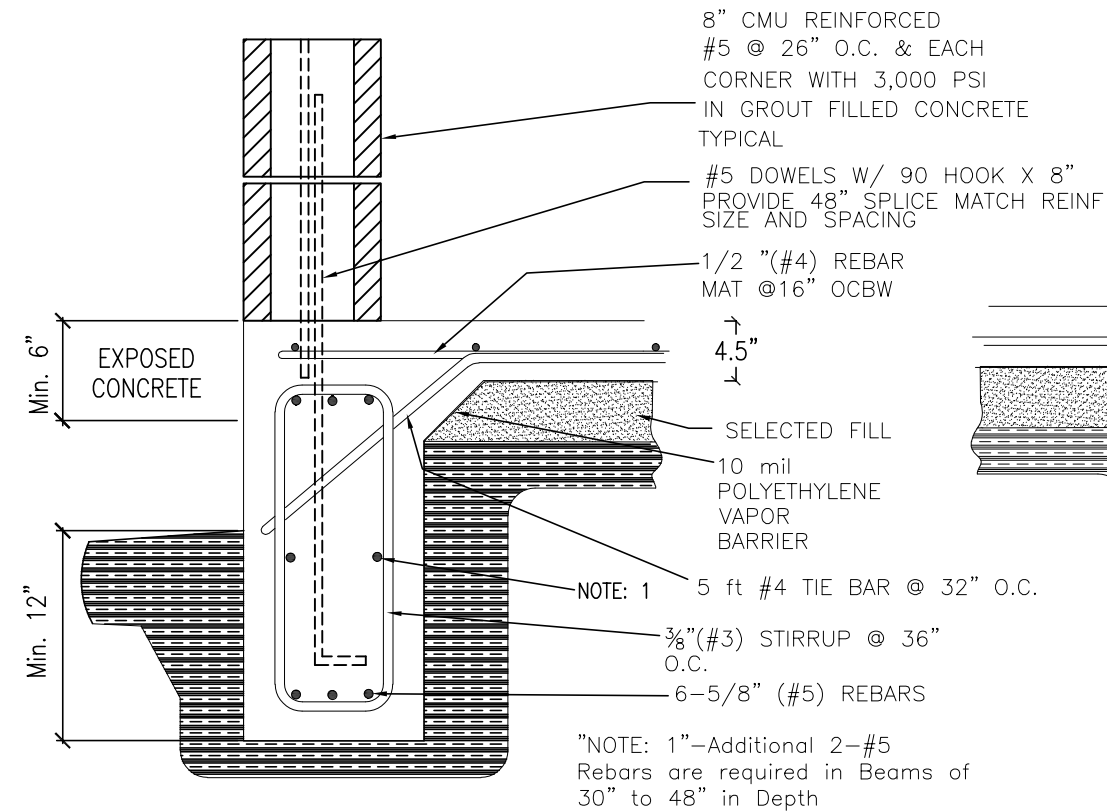
CUSTOMER INFORMATION
CITY OF ALVIN

PLAN NO:
PUBLIC RESTROOM

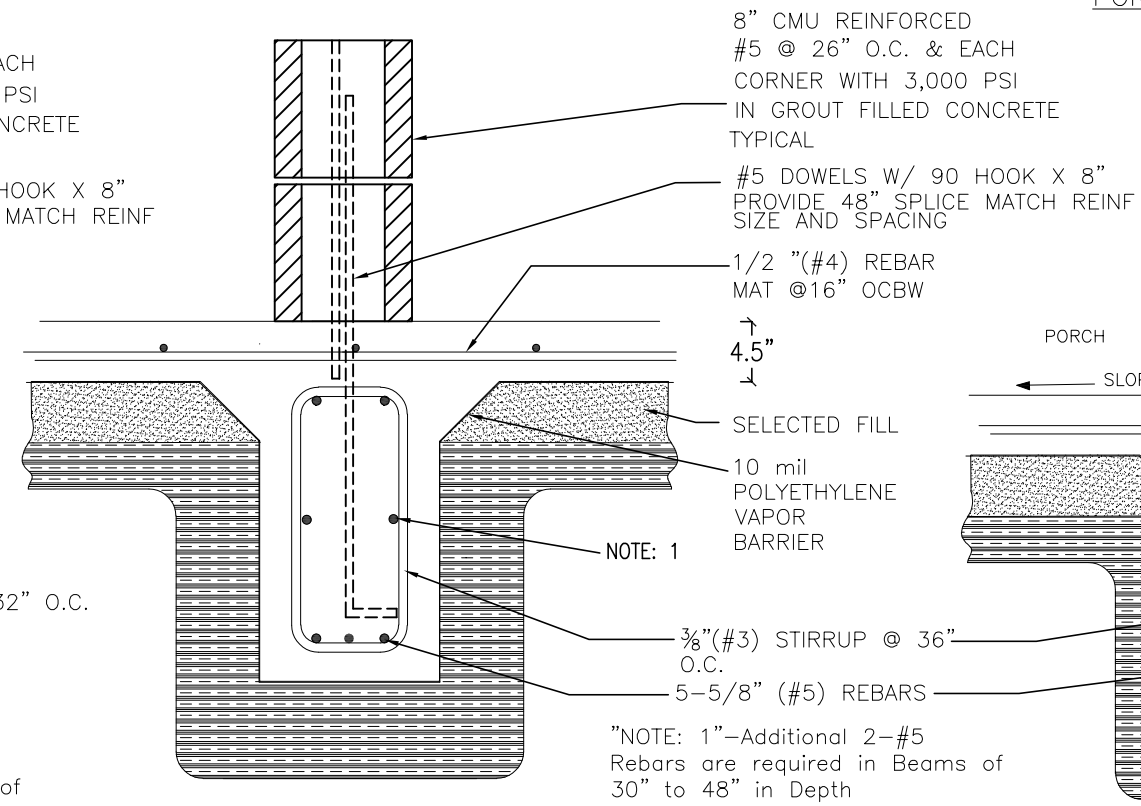
SHEET NO:
S-1.1

FOUNDATION DESIGN
GRADE BEAM LAYOUT

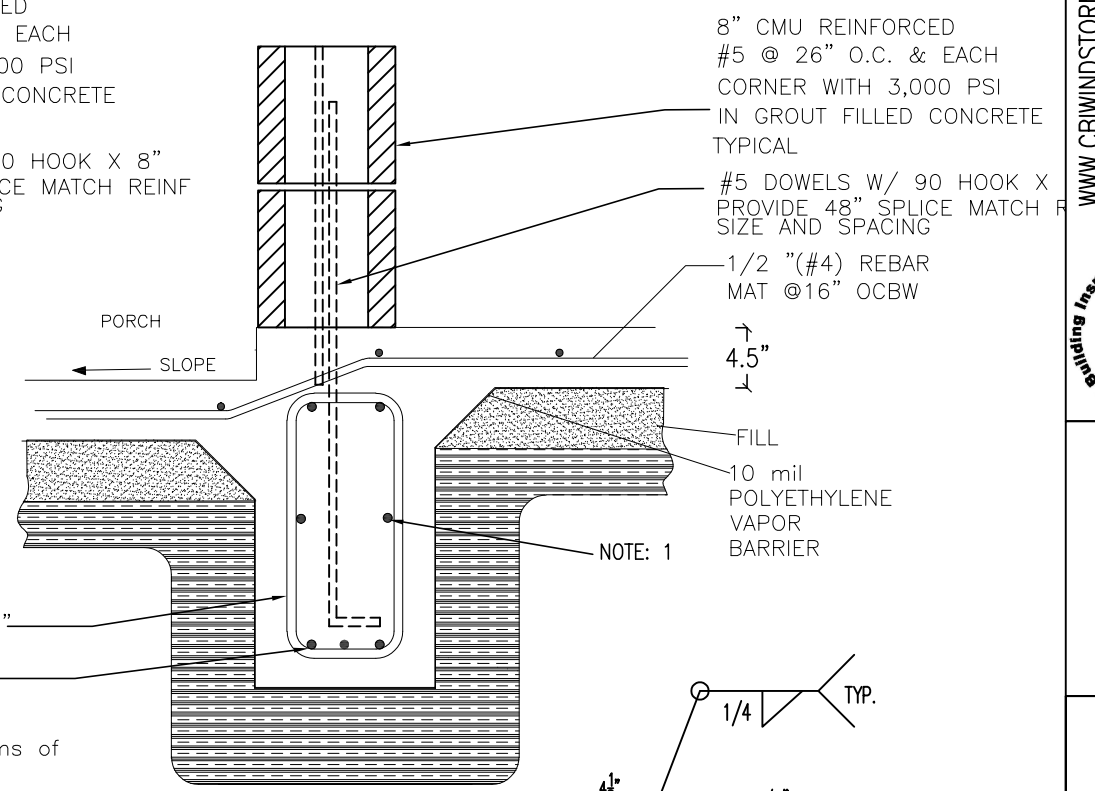
A — A PERIMETER BEAM



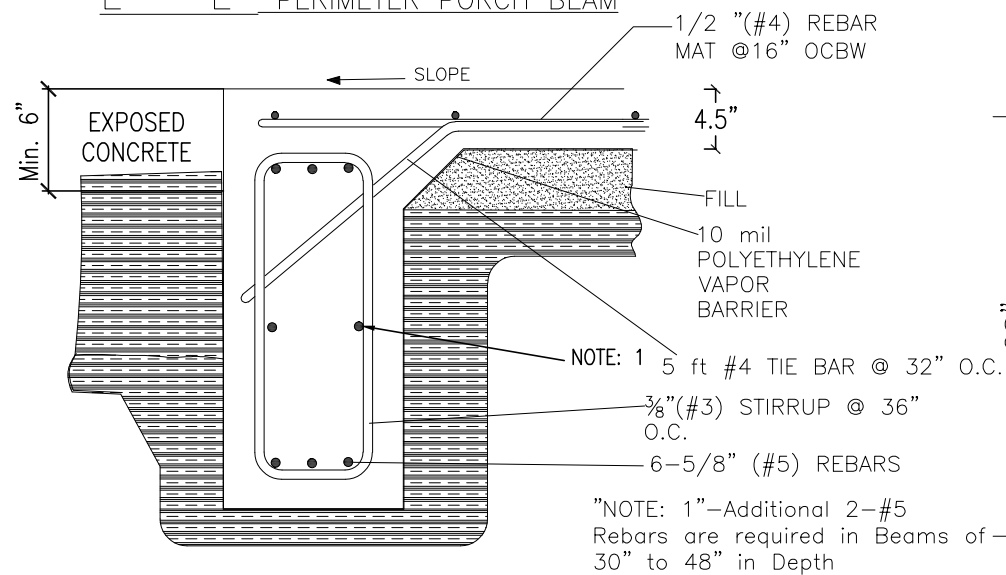
C — C_{INTERIOR BEAM}



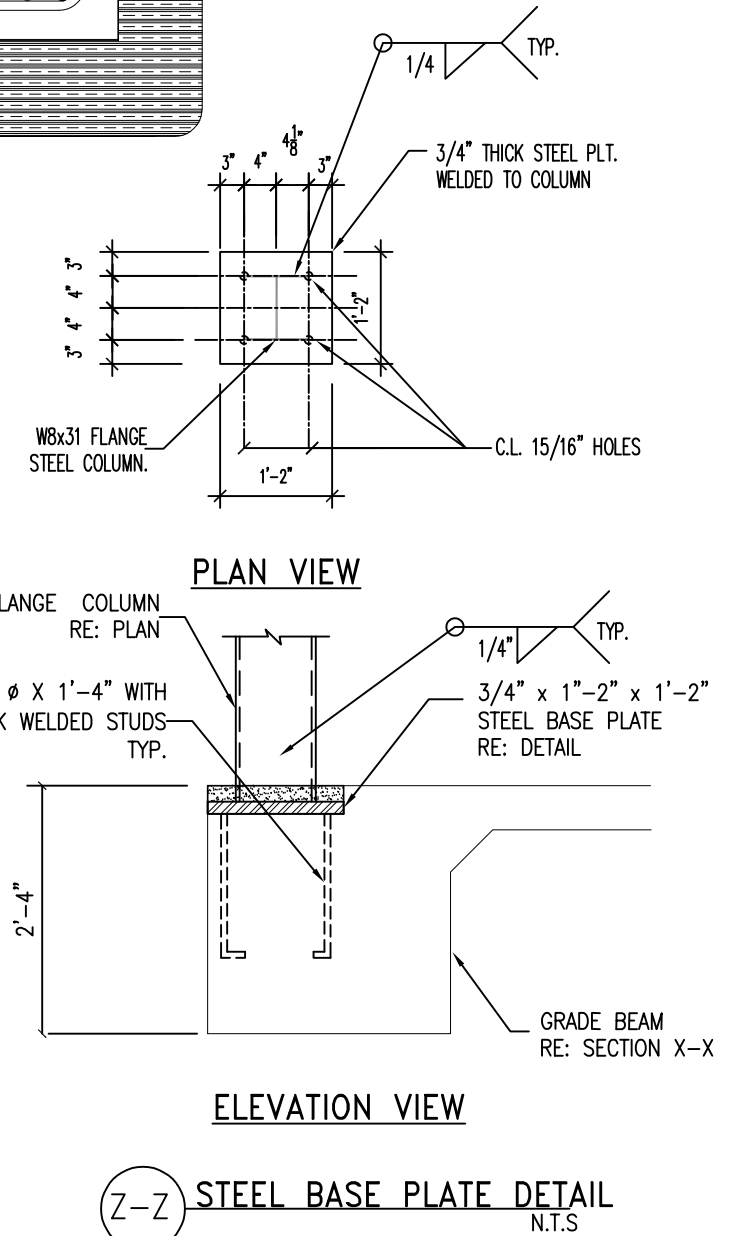
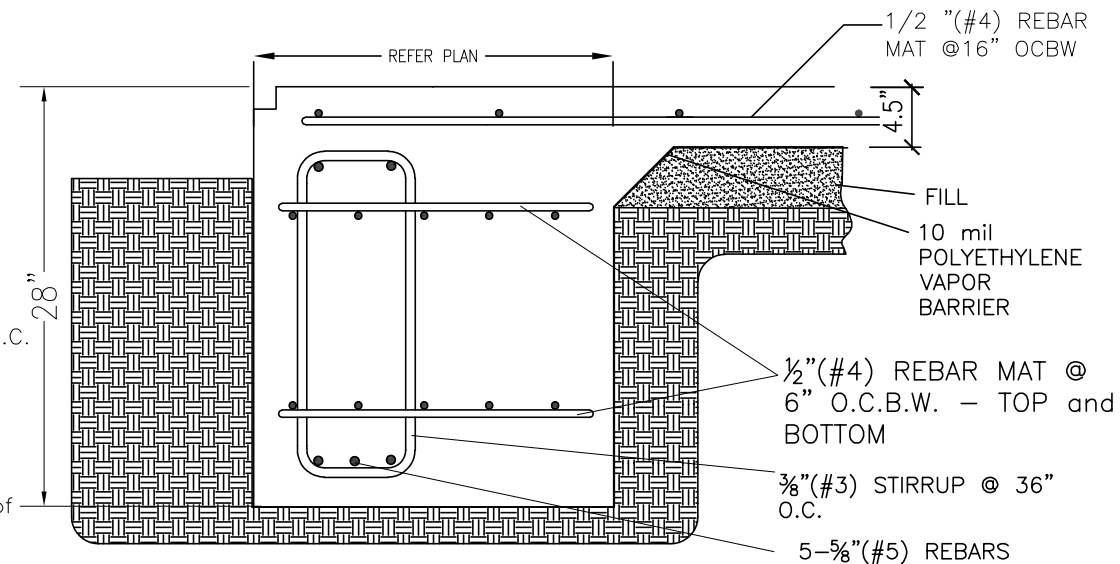
J - J INTERIOR BEAM DROP AT PORCH

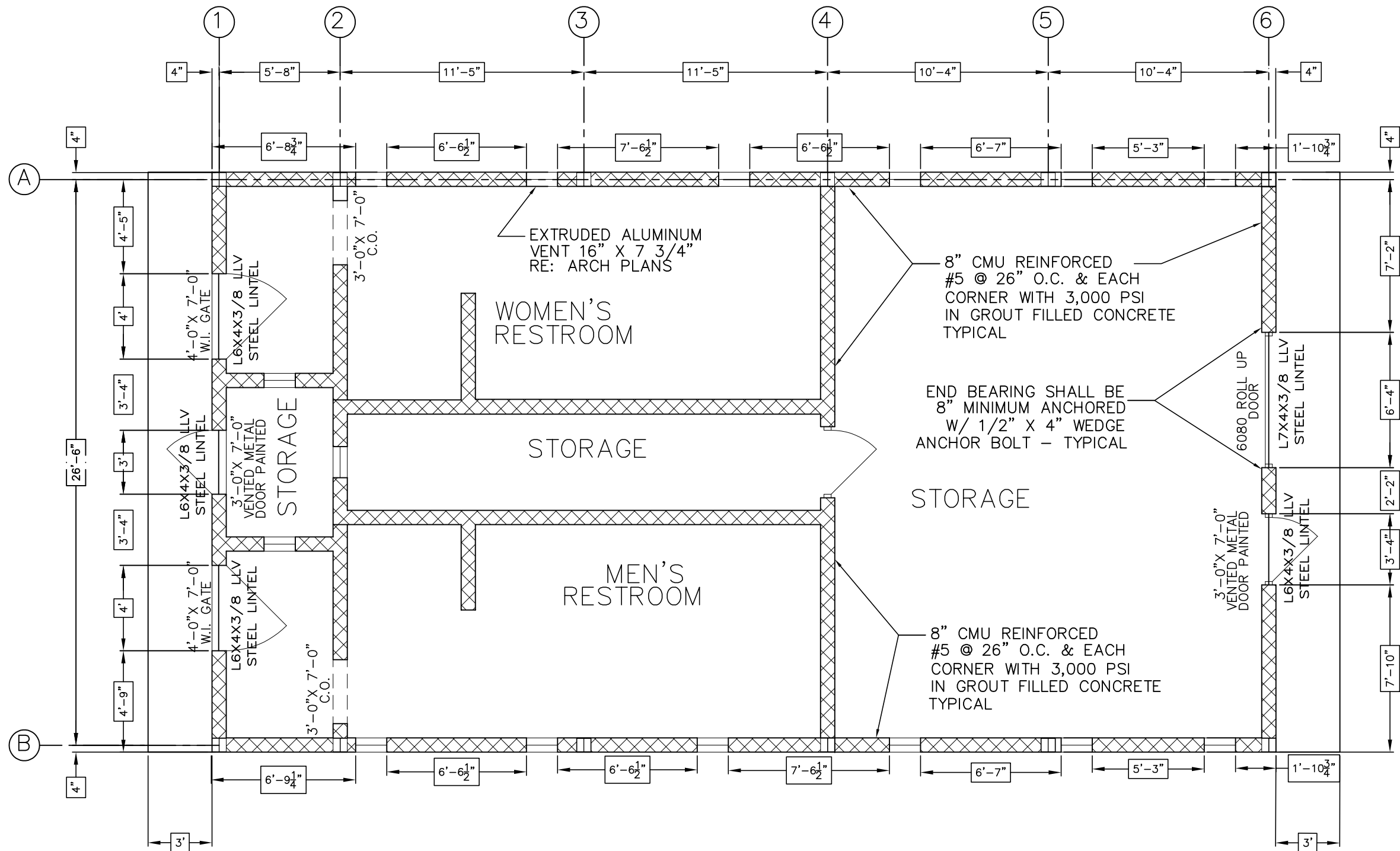


 — PERIMETER PORCH BEAM



X-X COLUMN FOOTING





WINDSTORM DESIGN
CMU AND STEEL COLUMNS FLOOR PLAN

- NOTES:
- 1.- ALL STEEL COLUMNS AND WIDE FLANGE MEMBERS SHALL BE W8X24 ASTM A992 (FY=50 KSI).
USE ASTM A-36 (FY=36 KSI FOR MISCELLANEOUS) AND
USE ASTM A500 (FY=46 KSI) FOR STRUCTURAL TUBES.
 - 2.- CONTRACTOR TO V.I.F. ALL DIMENSIONS.



PROJECT INFORMATION		WINDSTORM DESIGN PLAN - 143C	
WINDSTORM DESIGN		1500 WEST SOUTH STREET	
PLANS		ALVIN, TEXAS	
08/11/2025		08/11/2025	
CUSTOMER INFORMATION		CITY OF ALVIN	
PLAN NO:		PUBLIC RESTROOM	
SHEET NO:		S-1.3	

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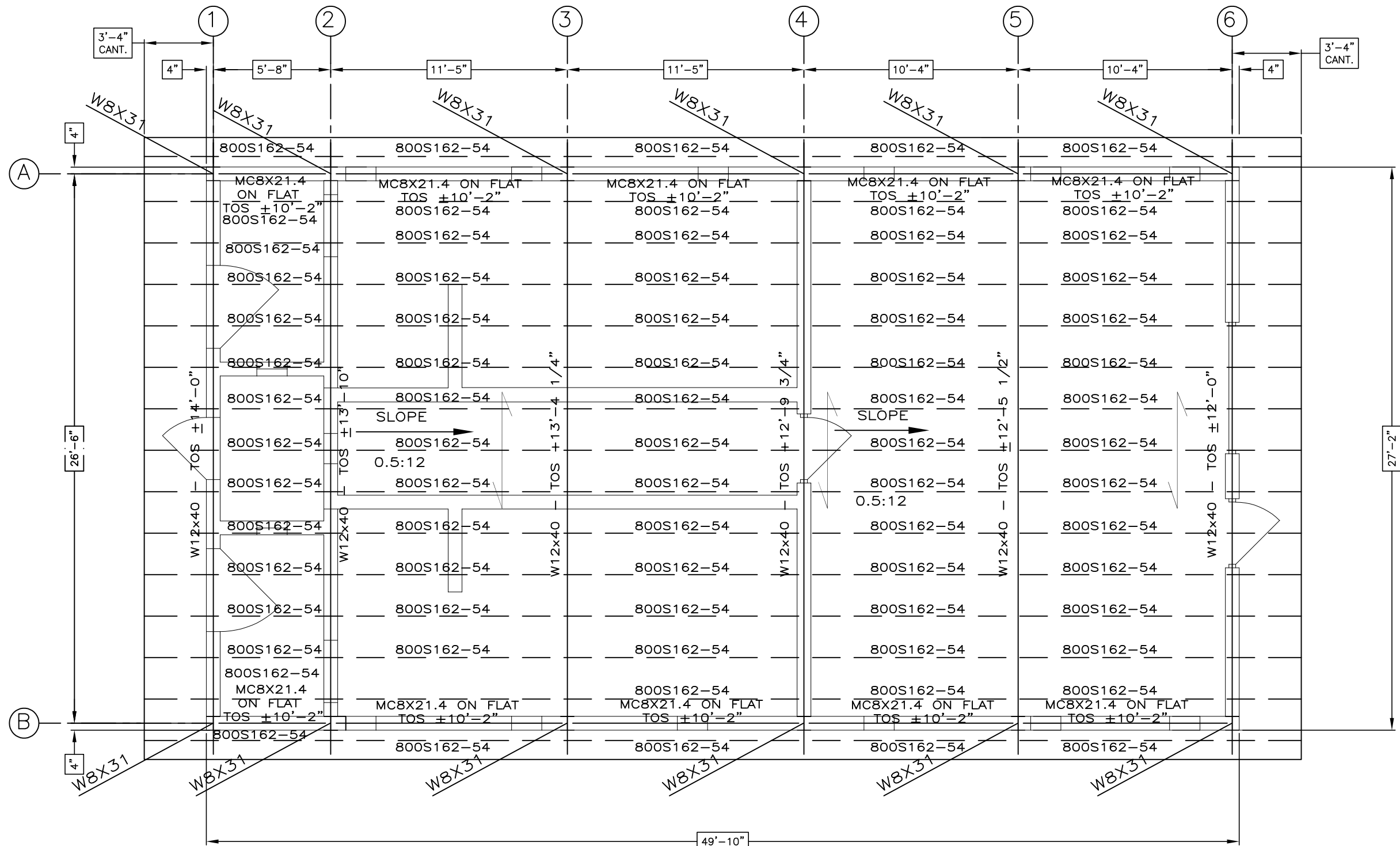
WINDSTORM
DESIGN
PLANS

PROJECT INFORMATION
WINDSTORM DESIGN PLAN - 143C
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CUSTOMER INFORMATION
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PLAN NO:
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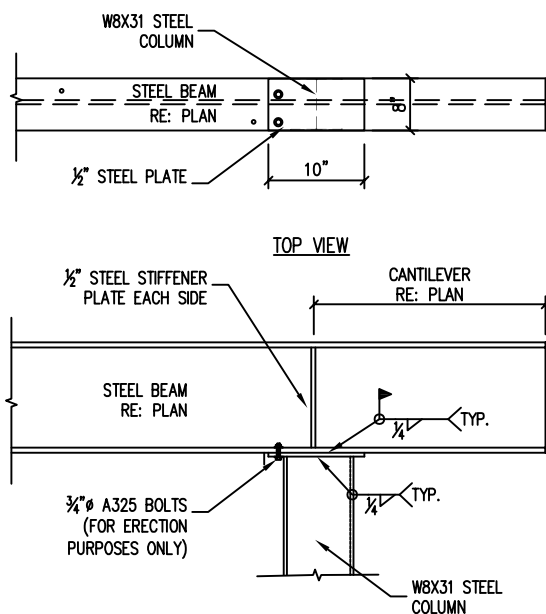


STRUCTURAL DESIGN
ROOF FRAMING PLAN

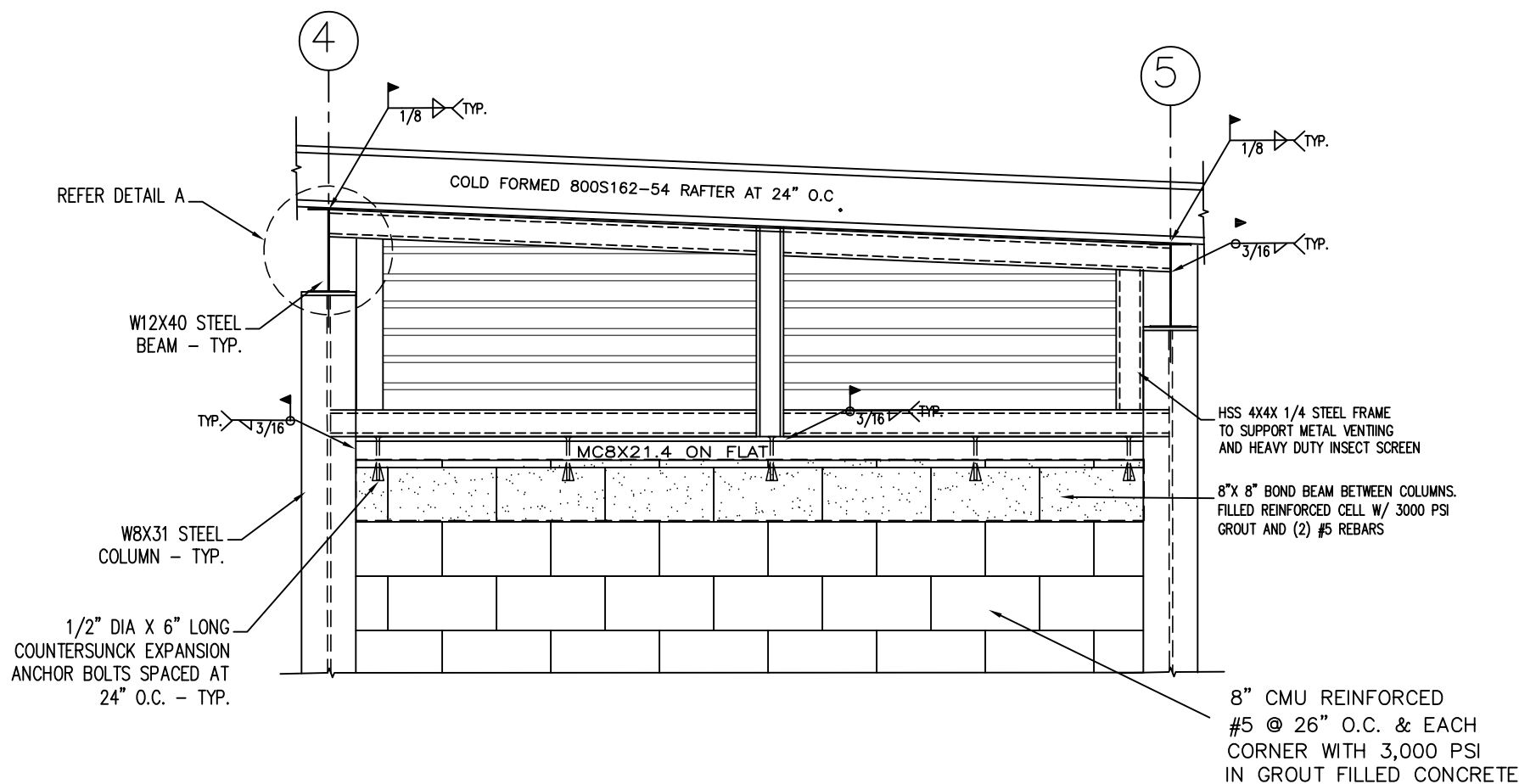
- NOTES:
- 1.- MINIMUM 24-GAUGE STEEL DOUBLE-LOOK STEEL STANDING SEAM ROOFING PANELS INSTALLED OVER STEEL PURLINS.
PROVIDE TDI PRODUCT EVALUATION FOR APPROVAL PRIOR INSTALLATION.
ROOF DESIGN WIND PRESSURE: -82 PSF (MINIMUM)
 - 2.- CONTRACTOR TO V.I.F. ALL DIMENSIONS.



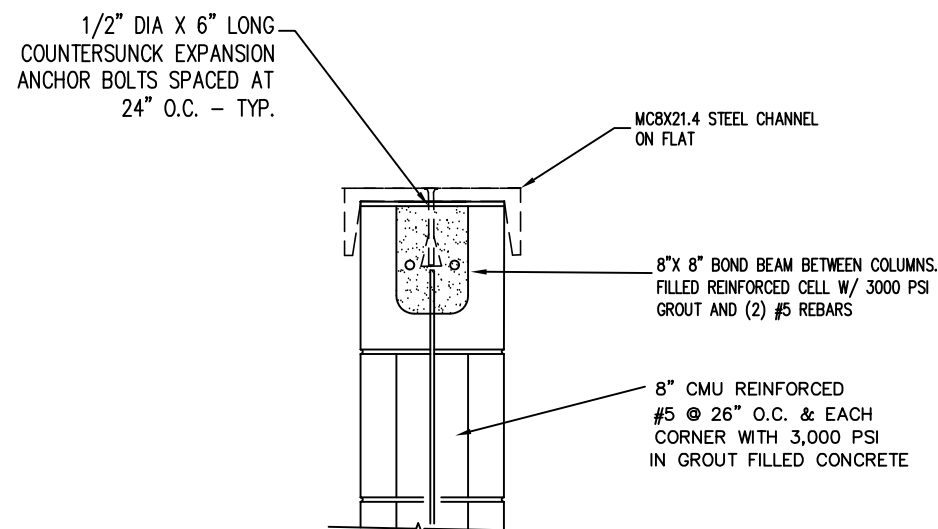
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WINDSTORM DESIGN PLANS	
PROJECT INFORMATION	STRUCTURAL DESIGN PLAN - 143C 1500 WEST SOUTH STREET ALVIN, TEXAS 08/11/2025
CUSTOMER INFORMATION	CITY OF ALVIN
PLAN NO:	PUBLIC BATHROOM
SHEET NO:	S-1.4



(A) STEEL BEAM AT STEEL COLUMN
NO SCALE



(B) EXTERIOR ELEVATION VIEW BETWEEN COLUMNS
TYPICAL
NO SCALE



(C) STEEL CHANNEL ON FLAT DETAIL
TYPICAL



ACCESSIBLE DESIGN CONSTRUCTION STANDARDS

BUILDING AND FACILITIES SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ANSI A 117.1 AND A.D.A. PUBLIC LAW 101-336 HIGHLIGHTED AS FOLLOWED.

1. ACCESSIBLE DOOR SHALL COMPLY WITH THE FOLLOWING:
 - A. THRESHOLD SHALL BE MAXIMUM 1/2"
 - B. MAX. OPENING FORCE SHALL NOT EXCEED 8.5 POUNDS FOR EXT. HINGED DOOR, 5 LB. FOR INT. HINGED DOOR.
 - C. DOOR HARROW OR HANDLE BE LEVER HANDLE OR EQUIVALENT AND MOUNTED NO MORE THAN 42" ABOVE THE FINISHED FLOOR.
 - D. DOOR CLOSED WHEN PROVIDED, SHALL BE ADJUSTED TO CLOSE FROM AN OPEN POSITION OF 70 DEGREES OR NOT LESS THAN 5 SECONDS TO A POINT 9" FROM THE LATCH.
 - E. ALL DOORS SHALL BE CAPABLE OF OPENING SO THAT THE CLEAR WIDTH OF THE OPENING IS NOT LESS THAN 32"
2. CUSTOMER SERVICE FACILITIES:
 - A. ACCESSIBLE COUNTER SHALL NOT BE LESS THAN 34" IN LENGTH AND NOT MORE THAN 30" IN HEIGHT ABOVE THE FINISHED FLOOR.
3. ACCESSIBLE STORAGE SHELVING AND DISPLAY UNIT SHALL BE WITHIN THE REACH RANGE AND ACCESSIBLE HEIGHT.
4. RECEPTACLES AND COMMUNICATION SYSTEM RECEPTACLES ON WALL SHALL BE MOUNTED A MINIMUM OF 18" OVER FINISHED FLOOR.
5. LAVATORIES AND ASSOCIATED FIXTURES SHALL BE INSTALLED AS SHOWN.
 - A. HEIGHT: LAVATORIES SHALL BE 48" MOUNTED WITH THE RIM OF THE COUNTER SURFACE NO HIGHER THAN 30" ABOVE THE FINISHED FLOOR. THE TOTAL DEPTH OF CLEAR SPOT BEHIND LAVATORIES SHALL NOT BE LESS THAN 28" ABOVE FLOOR.
 - B. CLEARANCE: SHALL NOT BE MORE THAN 6" IN THE TOTAL DEPTH. KNEE CLEARANCE SHALL NOT BE LESS THAN 26" IN HEIGHT AND 30" IN WIDTH.
 - C. EXPOSED PIPES AND SPACES: NOT WATER AND DRAIN PIPES EXPOSED UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES OR SINKS.
 - D. FAUCETS: FAUCET CONTROL HANDLES SHALL BE LOCATED NOT MORE THAN 18" FROM THE FRONT EDGE OF LAVATORIES. VALVES, VALVE TO 28" ABOVE FINISHED FLOOR. REMAIN OPEN FOR AT LEAST 10 SECONDS PER OPERATION.
 - E. MIRRORS, DISPENSERS AND OTHER FIXTURES: MIRRORS OR SHELVES SHALL BE INSTALLED SO THAT THE BOTTOM OF THE TOP SHELVES IS NO MORE THAN 34" ABOVE THE FLOOR.
6. WATER CLOSETS:
 - A. HEIGHT: THE HEIGHT OF WATER CLOSETS SHALL BE 14" TO 15" MEASURED TO THE TOP OF THE TOTAL CLOSURE.
 - B. GRAB BARS: GRAB BARS SHALL BE 1 1/2" DIAMETER, AND PROVIDE A CLEARANCE OF 1 1/2" BETWEEN THE BAR AND THE WALL. PROVIDE MINIMUM OF 1250 LB ALLOWANCE FORCE. 36" LENGTH OF GRAB BARS SHALL BE 1 1/2" ABOVE THE FINISHED FLOOR.
 - C. FLUSH CONTROLS: FLUSH CONTROLS SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREAS NO MORE THAN 42" OFF THE FINISHED FLOOR.
 - D. BE CLEARANCE: AT STANDARD STALLS, THE PARTITION AND AT LEAST ONE SIDE PARTITION SHALL PROVIDE A TOE CLEARANCE OF A MINIMUM OF 9".
7. URINALS:
 - A. HEIGHT: URINALS SHALL BE STALL TYPE OR WALL-HUNG TYPE WITH AN ELONGATED RIM AT MINIMUM OF 14" ABOVE THE FINISHED FLOOR.
 - B. CLEAR FLOOR SPACE: MINIMUM 30" X 48"
 - C. FLUSH CONTROL: FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC AND SHALL COMPLY WITH NOTE B ABOVE, AND SHALL BE MOUNTED NO MORE THAN 42" ABOVE THE FINISHED FLOOR.
8. CONTROLS AND OPERATING MECHANISMS:
 - A. CLEAR FLOOR SPACE: MINIMUM 30" X 48"
 - B. HEIGHT: THE HIGHEST OPERABLE PART SHALL BE 42" ABOVE FINISHED FLOOR, MAX. 48" ABOVE THE FINISHED FLOOR. MINIMUM 5' REACHABLE. RAISED CHARACTERS SHALL BE 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.
 - C. OPERATION: IT SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED SHALL BE 5 LB. MAX.
9. PUBLIC TELEPHONES:
 - A. CLEAR FLOOR SPACE: MINIMUM 30" X 48"
 - B. HEIGHT: THE HIGHEST OPERABLE PART SHALL BE 42" ABOVE FINISHED FLOOR, MAX. 48" ABOVE THE FINISHED FLOOR. MINIMUM 5' REACHABLE. RAISED CHARACTERS SHALL BE 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.
 - C. OPERATION: IT SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED SHALL BE 5 LB. MAX.
10. SIGNAGE: SHALL COMPLY WITH THE FOLLOWING ITEMS:
 - A. CHARACTER PROPORTION: LETTERS AND FIGURES ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 3/5 AND 14, AND A STROKE TO HEIGHT RATIO BETWEEN 1/5 AND 1/10.
 - B. CHARACTER HEIGHT: MINIMUM CHARACTER SHALL BE 3".
 - C. RAISED AND BRAILLE CHARACTERS AND PICTORIAL SYMBOL SIGNS: LETTERS AND NUMBERS SHALL BE RAISED 1/32", UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.
 - D. CONTRAST AND BACKGROUND: THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTIE OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND: EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.
 - E. MOUNTING LOCATION AND HEIGHT: WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, SIGNS SHALL BE INSTALLED ON WALLS ADJACENT TO THE LATCH SIDE OF THE DOOR, OR NEAREST ADJACENT WALL. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISHED FLOOR TO THE CENTER LINE OF THE SIGN. MOUNTING LOCATION FOR SUCH SIGNAGE SHALL BE SO THAT A PERSON MAY APPROACH WITHIN 5' OF THE SIGN, MANEUVER WITHIN 18" OF ENCOUNTERING PROTRUDING OBJECTS OR BE STANDING WITHIN A SWING OF A DOOR.
 - F. SYMBOLS OF ACCESSIBILITY: SYMBOLS SHALL BE INTERNATIONAL SYMBOLS OF ACCESSIBILITY.

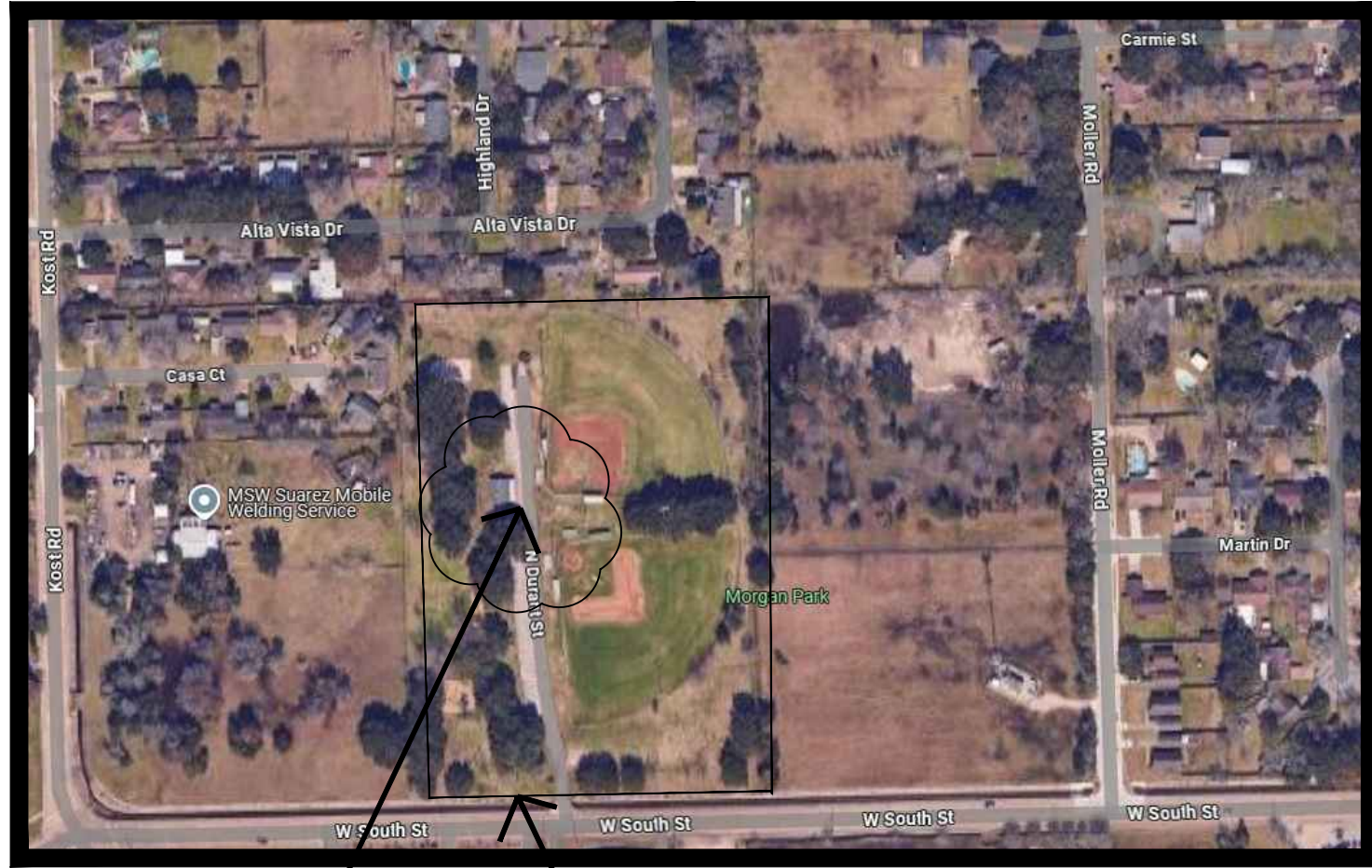
GEN. CONSTRUCTION NOTES

1. ALL WORK SHALL COMPLY WITH APPLICABLE NATIONAL AND LOCAL CODES AND ORDINANCES, AS WELL AS UNDERWRITERS REGULATIONS HAVING JURISDICTION. THE CONTRACTORS SHALL ALSO COMPLY WITH ALL RULES AND REGULATIONS OF THE BUILDING OWNER, IF APPLICABLE.
2. ALL CONTRACTORS SHALL VISIT THE SITE TO DETERMINE THE EXISTING CONDITIONS. NOTIFY THE DESIGNER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.
3. THE OWNER OR HIS APPOINTED REPRESENTATIVE SHALL PROCURE ALL PERMITS AND CERTIFICATES OF OCCUPANCY OR LOCAL EQUIVALENT.
4. THE WORK INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR, AND REASONABLY INCIDENTAL TO THE COMPLETION, IN PLACE, OF ALL WORK ILLUSTRATED AND DESCRIBED IN THE DRAWINGS AND THE SPECIFICATIONS.
5. CONDITIONS DEPICTED ON THESE DRAWINGS HAVE BEEN COMPILED FROM AVAILABLE INFORMATION AND MUST BE VERIFIED WITH ON-SITE CONDITIONS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER CALLED DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS AT THE BUILDING SITE AND SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK.
6. THE CONTRACTORS SHALL RECEIVE, HANDLE, STORE (if necessary) AND BE RESPONSIBLE FOR ALL MATERIALS AND EQUIPMENT. ALL MATERIALS SHALL BE ACCOUNTED FOR UPON RECEIPT AND ANY MISSING OR DAMAGED PARTS SHALL BE REPORTED TO THE DESIGNER AND OWNER IMMEDIATELY.
7. SHOP DRAWINGS PREPARED BY THE CONTRACTORS, SUPPLIERS, ETC. SHALL BE REVIEWED BY THE DESIGNER ONLY AS TO CONFORMANCE WITH THE DESIGN CONCEPT. NO WORK SHALL START WITHOUT SUCH REVIEW.
8. THE CONTRACTOR SHALL REMOVE RUBBISH AND DEBRIS FROM THE BUILDING SITE PROMPTLY UPON ACCUMULATION AND IN NO EVENT LESS FREQUENTLY THAN EVERY FIFTH AFTERNOON.
9. THE CONTRACTOR SHALL PROTECT AND BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CONSTRUCTION WORK SHALL NOT DISTURB TRAFFIC OR ONGOING BUSINESS, EXCEPT BY SPECIFIC AGREEMENT WITH OWNER, AND MANAGEMENT.
10. ALL DELIVERIES AND MODIFICATIONS TO THE BUILDING SHALL BE COORDINATED WITH THE MANAGEMENT.
11. MINOR ITEMS AND ACCESSORIES REASONABLY INFERRED AS NECESSARY TO COMPLETE AND PROPERLY OPERATE ANY SYSTEM, SHALL BE PROVIDED BY THE RESPECTIVE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
12. THE CONTRACTOR SHALL INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION RECOMMENDATIONS.
13. ALL REQUEST FOR SUBSTITUTION OF ANY ITEMS SPECIFIED SHALL BE SUBMITTED IN WRITING TO THE OWNER AND DESIGNER FOR APPROVAL. SUBSTITUTIONS WILL BE CONSIDERED ONLY IF BETTER SERVICE, MORE ADVANTAGEOUS DELIVERY DATE OR CREDIT TO THE CONTRACT PRICE WILL BE PROVIDED WITHOUT SACRIFICE OF QUALITY, APPEARANCE AND FUNCTION.
14. CONTRACTOR SHALL SUBMIT CONFORMATIONS WITH DELIVERY DATES ON ORDERS OF MATERIALS AND EQUIPMENT WITH LONG LEAD TIMES.
15. THE CONTRACTOR SHALL SUBMIT SAMPLES OF ALL FINISHES TO THE OWNER PRIOR TO CONSTRUCTION.
16. CONTRACTORS SHALL VERIFY WITH THE OWNER ALL FIXTURES AND EQUIPMENT TO BE FURNISHED BY OTHERS.
17. STATEMENT OF COMPLIANCE: THE ATTACHED PLANS AND SPECIFICATIONS HAVE BEEN PREPARED, OR CAUSED TO BE PREPARED, UNDER THE CLOSEST AND CLOSEST SUPERVISION, TO THE BEST OF THE DESIGNER'S KNOWLEDGE AND BELIEF, AND TO THE EXTENT OF CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES

1.0
NTS

I. ACCESSIBLE DOOR SHALL COMPLY WITH THE FOLLOWING:

1. ALL WORK SHALL COMPLY WITH APPLICABLE NATIONAL, AND LOCAL CODES AND ORDINANCES, AS WELL AS UNDERWRITERS REGULATIONS HAVING JURISDICTION. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL RULES AND REGULATIONS OF THE BUILDING OWNER, IF APPLICABLE.
2. ALL CONTRACTORS SHALL VISIT THE SITE TO DETERMINE THE EXISTING CONDITIONS. NOTIFY THE DESIGNER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.
3. THE OWNER OR OTHER APPOINTED REPRESENTATIVE SHALL PROCURE ALL PERMITS AND INSURANCE COVERAGE OF OCCUPANCY AND LOCAL EQUIVALENT.
4. THE WORK INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR AND REASONABLY INCIDENTAL TO THE COMPLETION IN PLACE, OF ALL WORK ILLUSTRATED AND DESCRIBED IN THE DRAWINGS AND THE SPECIFICATIONS.
5. CONDITIONS DEPICTED ON THESE DRAWINGS HAVE BEEN COMPILED FROM AVAILABLE INFORMATION AND VERIFIED BY THE DESIGNER. THE CONTRACTOR SHALL PROTECT DIMENSIONS SHALL HAVE PRECEDENCE OVER SIZED DIMENSIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE BUILDING SITE AND SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK.
6. THE CONTRACTOR SHALL PROTECT, HANDLE, AND STORE ALL MATERIALS SPECIFIED FOR THE WORK. MATERIALS THAT ARE DAMAGED OR MISSING SHALL BE REPORTED TO THE DESIGNER AND REPLACED IMMEDIATELY.
7. SHOP DRAWINGS PREPARED BY THE CONTRACTORS, SUPPLIERS, ETC. SHALL BE REVIEWED BY THE DESIGNER ONLY AS TO CONFORMANCE WITH THE DESIGN CONCEPT. NO WORK SHALL START WITHOUT SUCH REVIEW.
8. THE CONTRACTOR SHALL REMOVE RUBBISH AND DEBRIS FROM THE BUILDING SITE PROMPTLY. THE CONTRACTOR SHALL REMOVE NO MORE THAN EVERY FIFTH DAY AFTERNOON.
9. THE CONTRACTOR SHALL PROTECT ANY ADJACENT SPACES DURING CONSTRUCTION. CONSTRUCTION WORK SHALL NOT DISTURB TRAFFIC OR ONGOING BUSINESS, EXCEPT BY SPECIFIC AGREEMENT WITH OWNER, AND MANAGEMENT.
10. ALL DELIVERIES AND MODIFICATIONS TO THE BUILDING SHALL BE COORDINATED WITH THE PROJECT MANAGER.
11. MINOR ITEMS AND ACCESSORIES REASONABLY INFERRED AS NECESSARY TO COMPLETE AND PROPERLY OPERATE ANY SYSTEM, SHALL BE PROVIDED BY THE RESPECTIVE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
12. THE CONTRACTOR SHALL INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION RECOMMENDATION.
13. ALL REQUEST FOR SUBSTITUTION OF ANY ITEMS SPECIFIED SHALL BE SUBMITTED IN WRITING TO THE OWNER OR THE REPRESENTATIVE AND WILL BE CONSIDERED ONLY IF BETTER SERVICE, MORE ADVANTAGEOUS DELIVERY DATE OR CREDIT TO THE CONTRACT PRICE WILL BE PROVIDED WITH NO LOSS OF QUALITY, APPEARANCE, OR FUNCTION.
14. CONTRACTORS SHALL SUBMIT CONFORMATIONS WITH DELIVERY DATES ON ORDERS OF MATERIALS AND EQUIPMENT WITH LONG LEAD TIMES.
15. THE CONTRACTOR SHALL SUBMIT SAMPLES OF ALL FINISHES TO THE OWNER PRIOR TO CONSTRUCTION.
16. CONTRACTORS SHALL VERIFY WITH THE OWNER ALL FIXTURES AND EQUIPMENT TO BE FURNISHED BY OTHERS.
17. STATEMENT OF COMPLIANCE:
THE ATTACHED PLANS AND SPECIFICATIONS HAVE BEEN PREPARED, OR CAUSED TO BE PREPARED, UNDER THE DESIGNER'S DIRECT SUPERVISION, TO THE BEST OF THE DESIGNER'S KNOWLEDGE AND BELIEF, AND TO THE EXTENT OF THE CONTRACTUAL OBLIGATION, THE DESIGNER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR DISAPPROPRIATE GUIDANCE.

	A PROPOSED NEW MORGAN PARK 15' x 30'		
	PROJECT DATA	SQ	
	SCOPE OF WORK: A 1,354 SQ. FT. NEW RESTROOM & STORAGE FOR MORGAN PARK PARK	RESTRO	
	BUILDING CODES: INTERNATIONAL BUILDING CODE 2024 INTERNATIONAL ENERGY CODE 2024 INTERNATIONAL PLUMBING CODE 2024 NATIONAL ELECTRICAL CODE 2023 INTERNATIONAL MECHANICAL CODE 2024 INTERNATIONAL FUEL AND GAS CODE 2024 NFPA 99 140 MPH WINDS PER CODE TABLE		
	TYPE OF CONSTRUCTION: TYPE III-A		
	PROJECT LOCATION KEY MAP		
	 EXISTING RESTROOM AND SLAB TO BE REMOVED. NEW RESTROOM TO BE LOCATED WHERE EXISTING RESTROOM WAS LOCATED. VERIFY WITH PARKS DEPARTMENT EXACT LOCATION PROPERTY BOUNDARY / ASSUMED MSW LANDFILL FOOTPRINT THE EXACT LIMITS OF THE MUNICIPAL SOLID WASTE LANDFILL (MSWLF) HAVE NOT BEEN FULLY DELINEATED AS OF THIS DRAWING. SCALE: N.T.S.		

PROJECT DATA

SCOPE OF WORK: A 1,354 SQ. FT. NEW RESTROOM & STORAGE FOR MORGAN PARK PARK

BUILDING CODE: INTERNATIONAL BUILDING CODE 2024
INTERNATIONAL ENERGY CODE 2024
INTERNATIONAL PLUMBING CODE 2024
NATIONAL ELECTRICAL CODE 2023
INTERNATIONAL MECHANICAL CODE 2024
INTERNATIONAL FUEL AND GAS CODE 2024
NFPA 99
140 MPH WINDS PER CODE TABLE

TYPE OF CONSTRUCTION: TYPE III-A

SQUARE FOOTAGE

RESTROOM	1,354 SQ.FT.
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CONTACT PERSONS

DAN KELINSKE
PH: 281-388-4212

GEN. CONSTRUCTION NOTES

S	PROJECT LOCATION
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KEY MAP



EXISTING RESTROOM
AND SLAB TO BE
REMOVED. NEW RESTROOM
TO BE LOCATED WHERE
EXISTING RESTROOM
WAS LOCATED.
VERIFY WITH PARKS
DEPARTMENT EXACT
LOCATION.

PROPERTY BOUNDARY / ASSUMED MSW LANDFILL FOOTPRINT
THE EXACT LIMITS OF THE MUNICIPAL SOLID WASTE
LANDFILL (MSWLF) HAVE NOT BEEN FULLY DELINEATED
AS OF THIS DRAWING.

SCALE: N.T.S.

TO BE LOCATED WHERE
EXISTING RESTROOM
WAS LOCATED.
VERIFY WITH PARKS
DEPARTMENT EXACT
LOCATION

SCALE: N.T.S.

LOCATION: _____ SCALE: N.T.S.

	INDEX OF DRAWINGS
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- | | |
|--|---|
| | 1.0 COVER SHEET
3.0 ELEVATIONS, DETAIL _s & FLOOR PLAN
3.1 ROOF PLAN & ELECTRICAL PLAN & DETAILS
3.2 HANDICAP DETAILS
3.3 PLUMBING PLAN
3.4 PLUMBING DETAILS

SEE STRUCTURAL PLANS |
|--|---|


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PROJECT DESCRIPTION:
MORGAN PARK RESTROOMS
1500 W. SOUTH STREET
ALVIN, TEXAS 77511

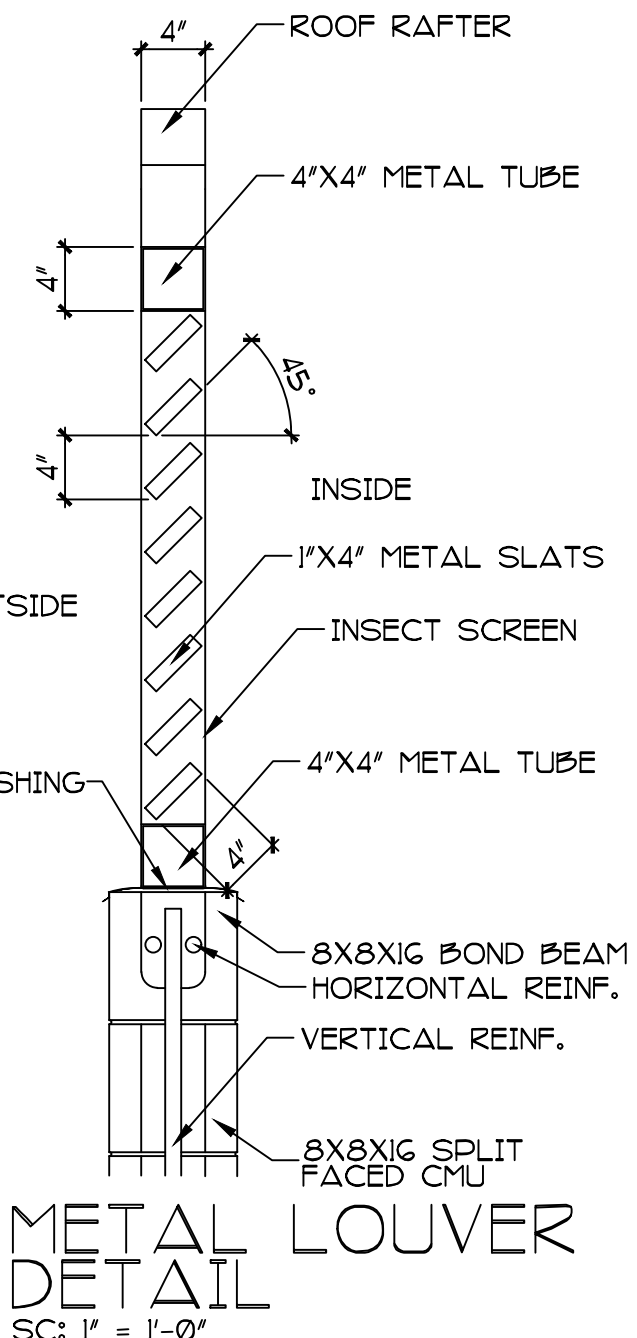
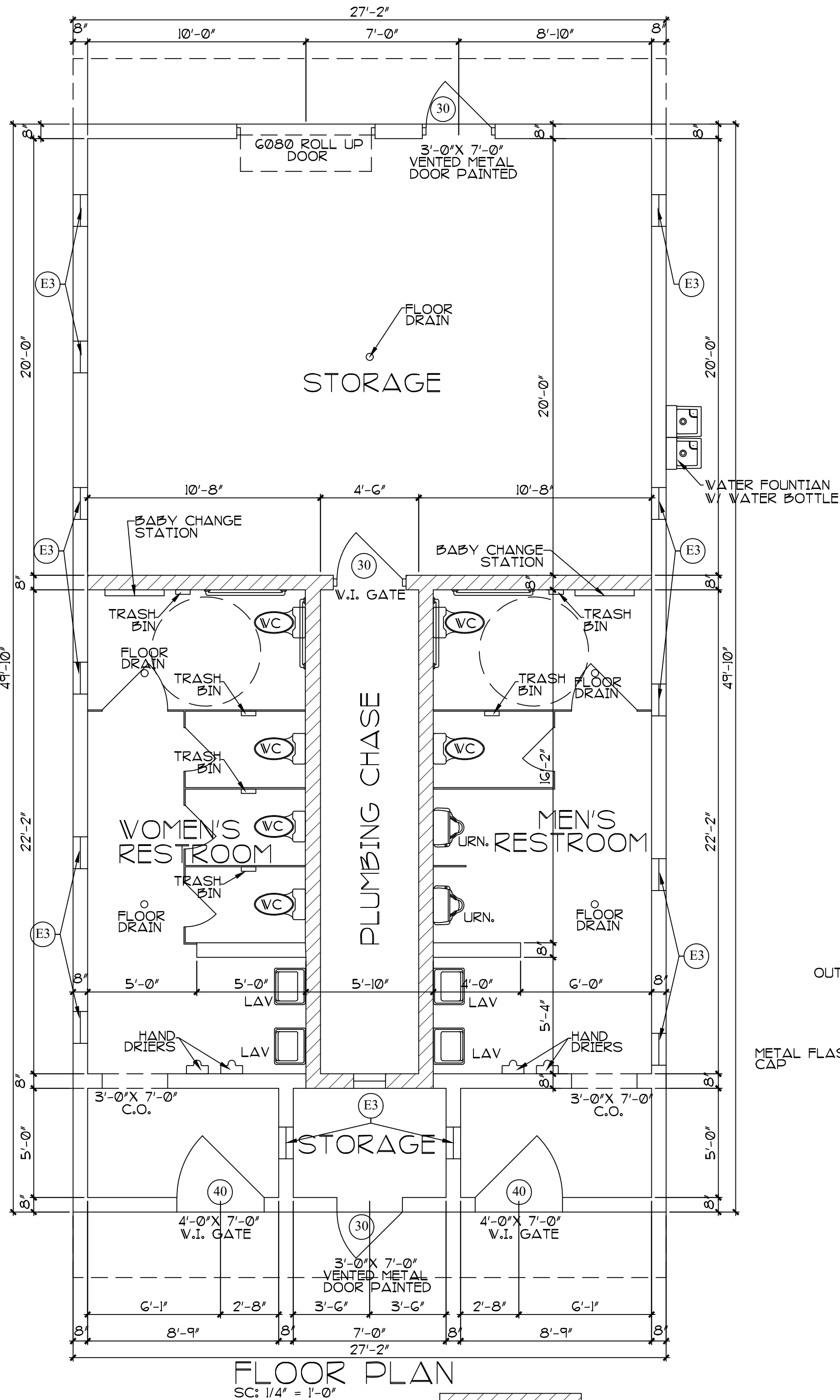
CLIENT: A PROPOSED NEW RESTROOM & STORAGE FOR: ALVIN PARKS DEPT ALVIN, TEXAS

REVISIONS:

DATE: 7-2-25
JOB NO: A22-2
DRAWN BY: S. RIVES
SHEET NUMBER:

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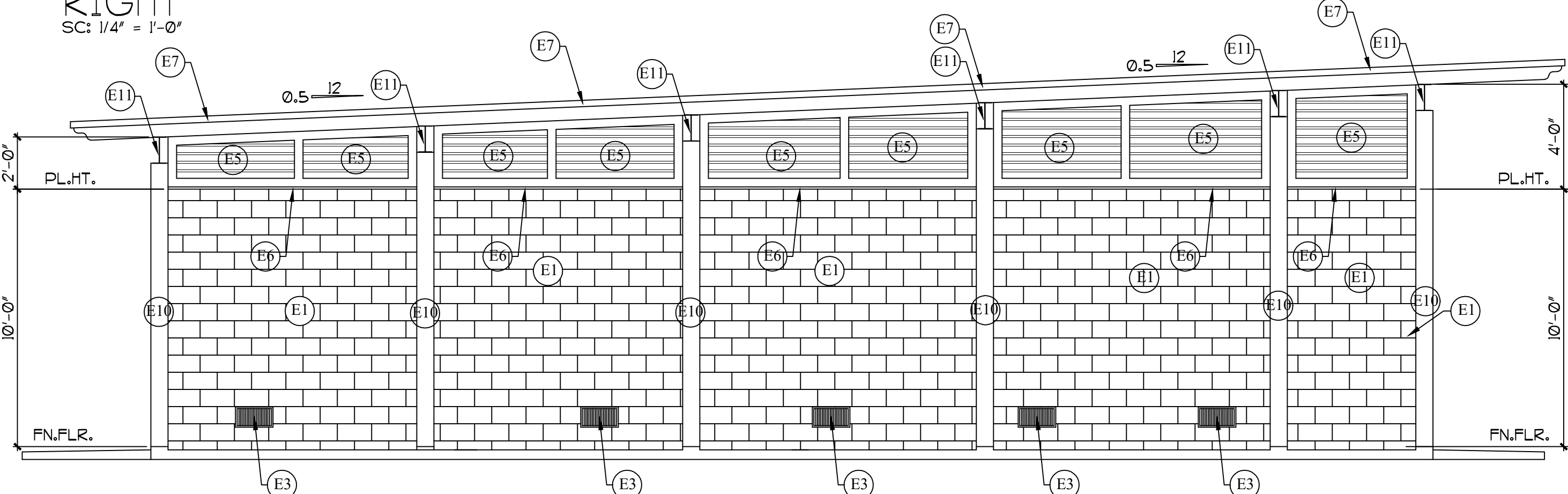
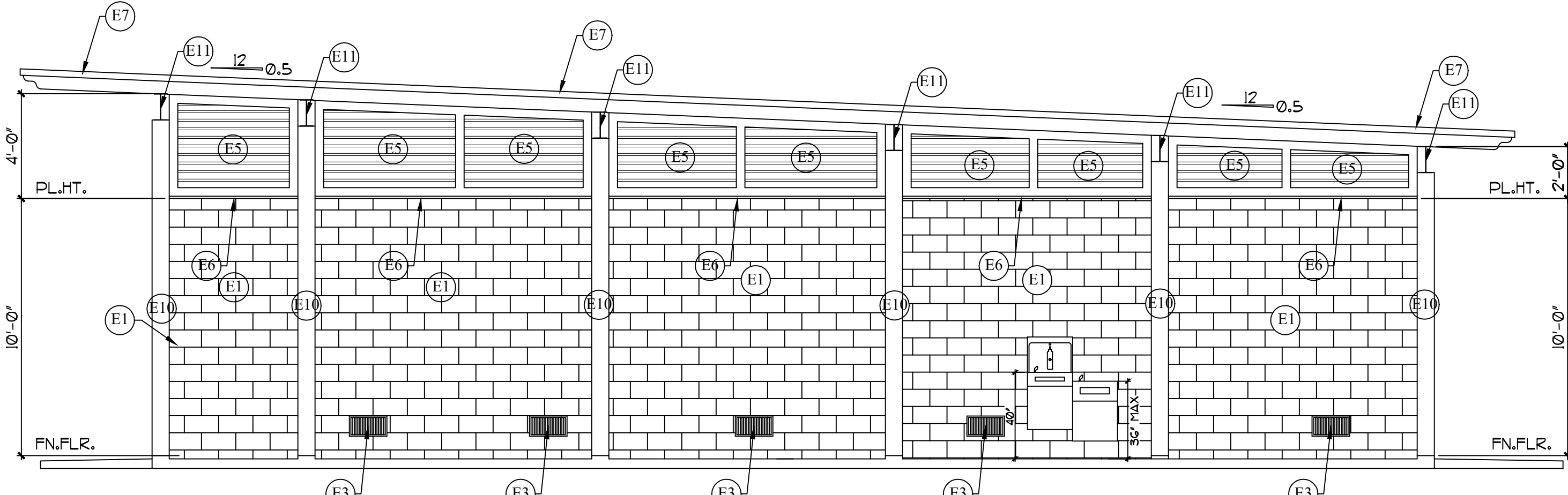
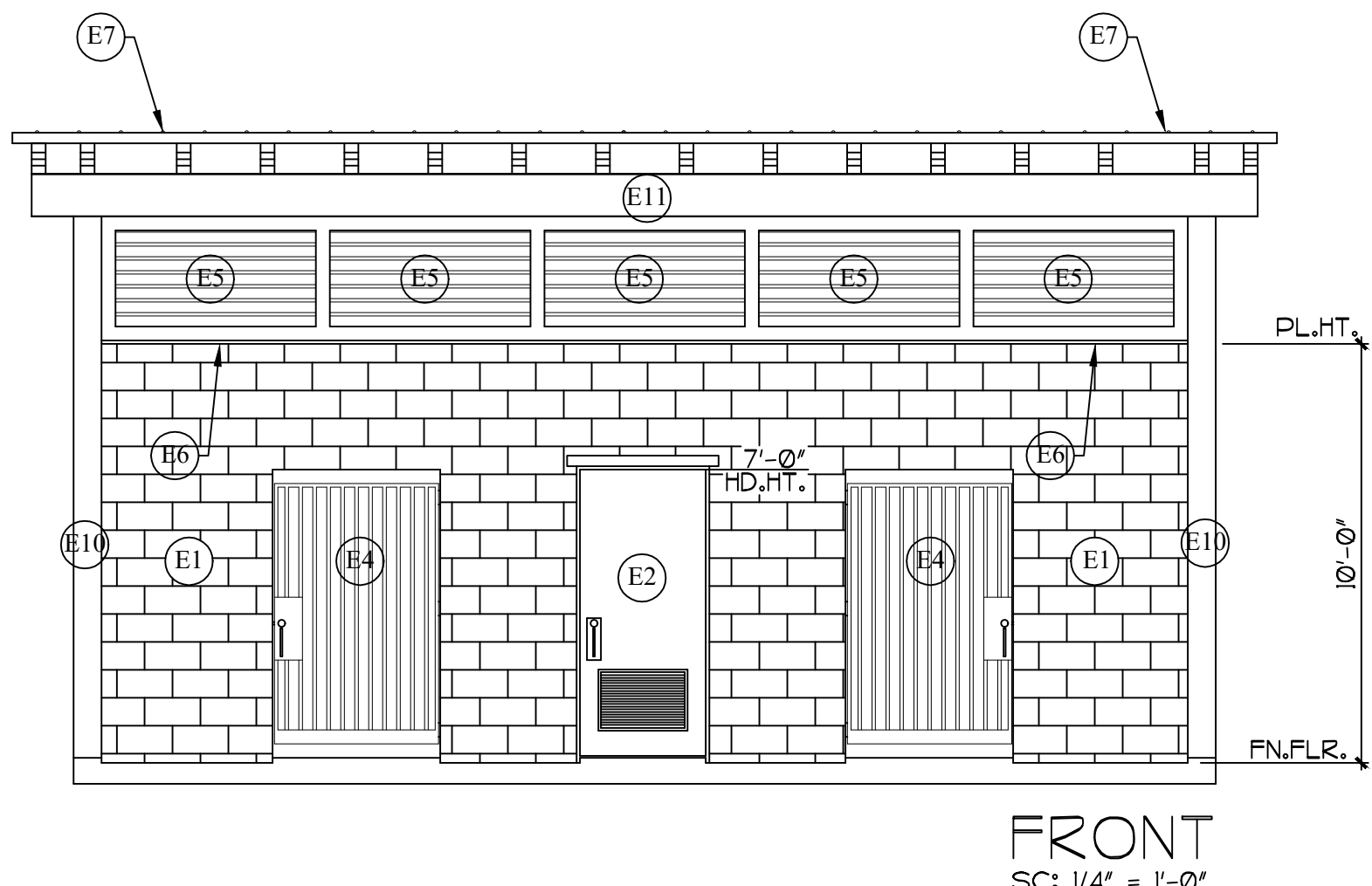
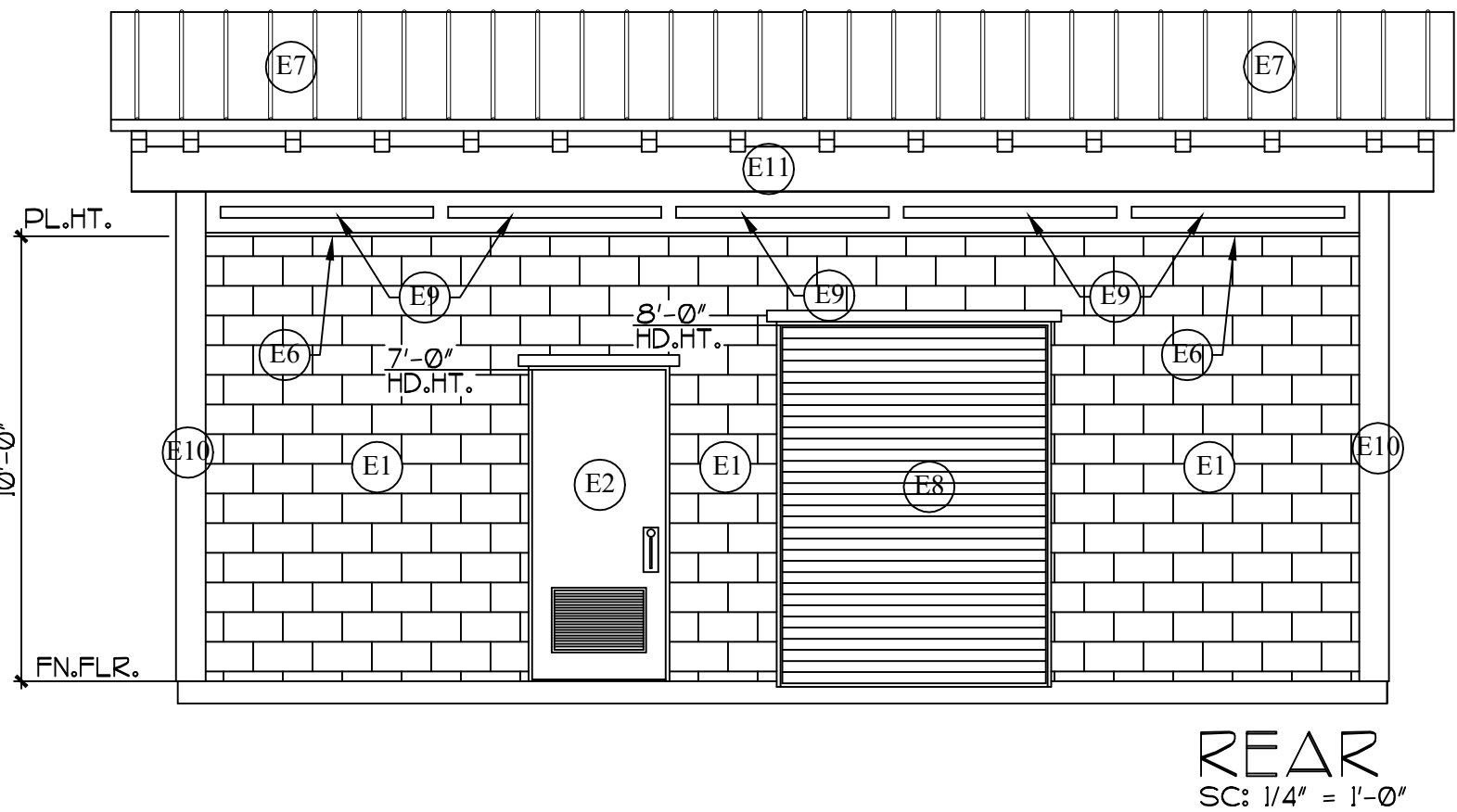
COVER SHEET	FILE NAME DESCRIPTION DRAWING SCALE SCALE FACTOR	ALIGNED 1/4" = 1'-0" AS
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NOTES:

- ALL WALLS TO BE 8" X 8" X 16" CMU, PRIMED AND EPOXY PAINTED.
- ALL DOORS TO BE 7'-0" HT. X 1 3/4" THICK METAL DOOR, PRIMED AND PAINTED.
- ALL PLUMBING FIXTURE TO BE STAINLESS STEEL.
- SEE SHT. 3.1 FOR PARTITION WALL DETAILS.
- SEE SHT. 3.2 FOR HANDICAP DETAILS.
- FINISH FLOOR ELEVATION MUST BE 12 INCHES ABOVE THE GRADE.
- SEE STRUCTURAL ENGINEERING SHEETS FROM COASTAL ENGINEERING.
- INSECT PROOF ALL OPENINGS.
- OPEN CEILING AND RAFTERS TO BE PAINTED TO MATCH WALLS.
- SEE ATTACHED SPECIFICATION SHEETS FOR ALL FIXTURES.
- PAINT TO MATCH EXISTING DEPOT, ALL COLOR SELECTIONS TO BE APPROVED BY CITY.
- CMU IN SECURE STORAGE, STORAGE & PLUMBING CHASE TO BE UNFINISHED.
- THIS RESTROOM'S FINISHES TO MATCH RESTROOM @ NATIONAL OAK PARK.
- CONDITIONS DEPICTED ON THESE DRAWINGS HAVE BEEN COMPILED FROM AVAILABLE INFORMATION AND MUST BE VERIFIED WITH ON-SITE CONDITIONS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE BUILDING SITE AND SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK.
- DEMO EXISTING SITE OF RESTROOM AND CONCESSION STAND. SECURE SITE DURING DURATION OF DEMO AND CONSTRUCTION, SECURING SITE IS SOLE RESPONSIBILITY OF CONTRACTOR AND IT'S SUB CONTRACTORS.
- ALL FLUID-CARRYING CONDUITS (WATER & SEWER LINES) TO BE INSTALLED WITH DOUBLE CONTAINMENT.

3.0
1/4"=1'-0"



ELEVATION KEYNOTES:

- CREAM COLOR SLIT-FACE CMU SUBMIT SAMPLES FOR APPROVED TO OWNER PRIOR TO CONSTRUCTION.
- 3070 METAL DOOR, WITH HEAD FLASHING, PRIMED AND PAINTED.
- EXTRUDED ALUMINUM BRICK VENT 16" X 7 3/4" WITH OPPOSED BLADE DAMPER, SLEEVE AND INSECT SCREEN.
- 1" TUBE WROUGHT IRON GATE POWDER COATED WITH DEADBOLT LOCK AS WELL AS A HOOK AND LOOP SET TO SECURE DOOR OPEN.
- METAL 1X4 POWDER COATED, JOBS BUILT VENTING ON A 45° ANGLE IN A 4X4 TUBE FRAME POWDER COATED, WELDED TO COLUMNS WITH HEAVY DUTY INSECT SCREEN.
- METAL FLASHING CAP, PRIMED AND PAINTED.
- STANDING SEAM ROOF (COLOR BY OWNER) OVER VINYL BACKED ROLLED INSULATION OVER 2" X 6" RAFTERS @ 24" O.C.
- ROLL UP DOOR, WINDSTORM RATED, MANUAL PULL PAINTED TO MATCH METAL DOOR.
- HEAVY DUTY INSECT SCREEN.
- 8X8 STEEL COLUMN, POWDER COATED.
- I BEAM (SIZED BY ENGINEER).

ADA NOTES:

- ALL DIMENSIONS THAT ARE NOT STATED AS "MAXIMUM OR "MINIMUM" ARE ABSOLUTE.
- OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM (2012 TAS 309.4).
- ALL ACCESSIBLE ROUTES TO FOLLOW 2012 TAS GUIDELINES.
- ALL TOILET ROOM FIXTURES TO COMPLY WITH 2012 TAS GUIDELINES.
- ALL STAINED CONCRETE FLOOR SHALL BE STABLE, FIRM, AND SLIP RESISTANT AND COMPLY WITH 2012 TAS 302.
- OPERABLE PARTS SHALL BE PLACED WITHIN ONE OR MORE OF THE REACH RANGES SPECIFIED IN 2012 TAS 308 (2012 TAS 309.3).
- ALL SWINGING DOORS TO COMPLY WITH 2012 TAS 404.2.
- ALL GRAB BARS TO COMPLY WITH 2012 TAS 609.

ELEVATIONS, SECTION & FLOOR PLAN

FILE NAME: ALVIN PARKS
DESCRIPTION: RESTROOM & STORAGE
SCALE FACTOR: 1/4"=1'-0"



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ALVIN, TEXAS 77511

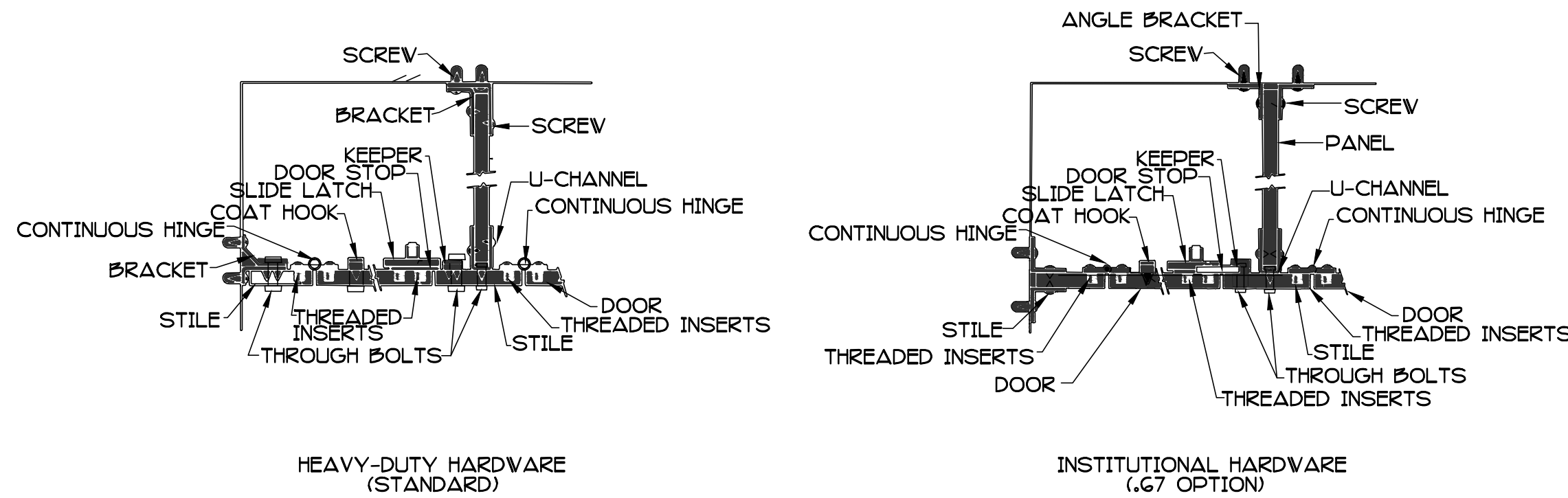
CLIENT:
A PROPOSED NEW
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FOR: ALVIN PARKS DEPT.
ALVIN, TEXAS

REVISIONS:

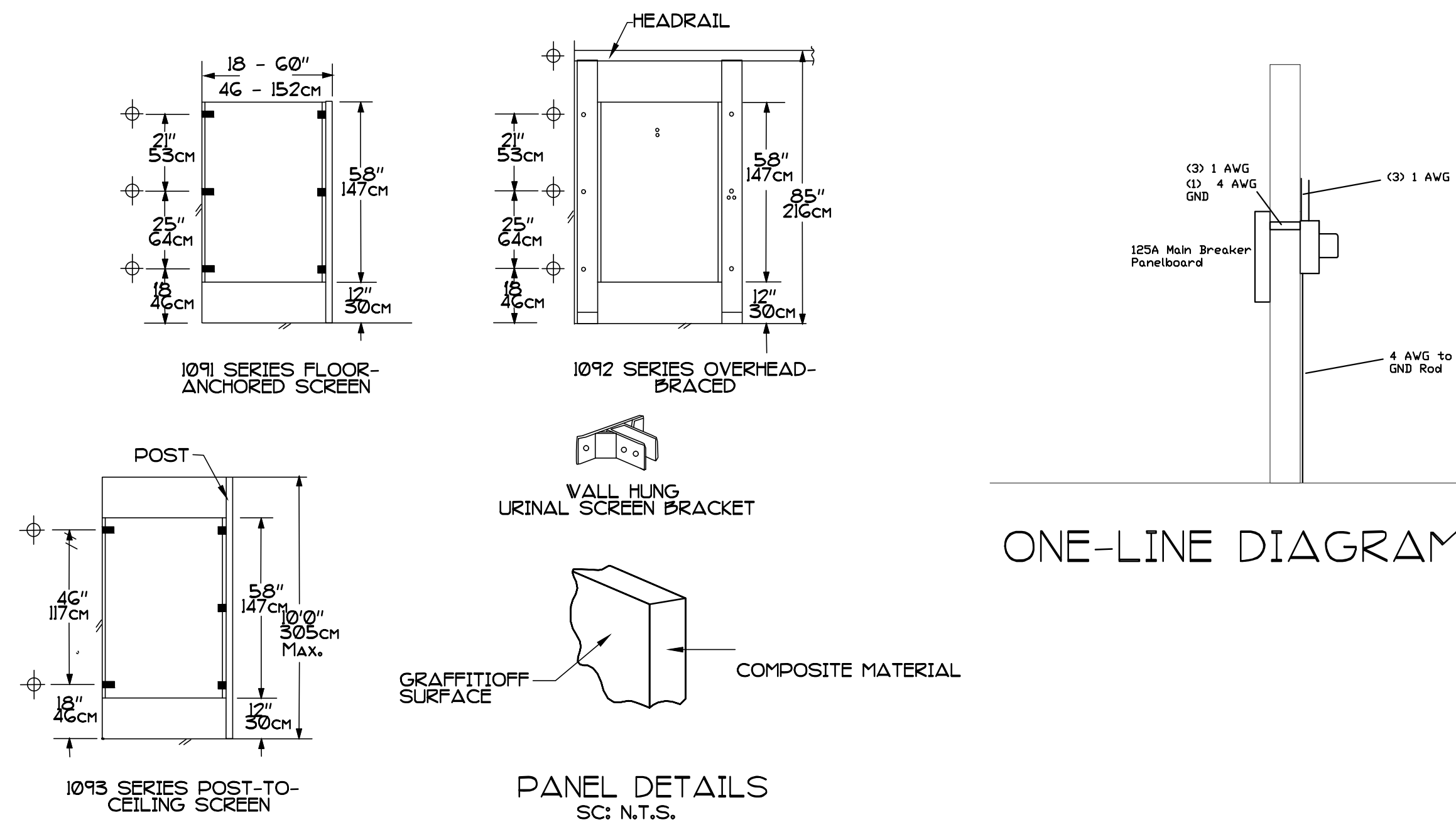
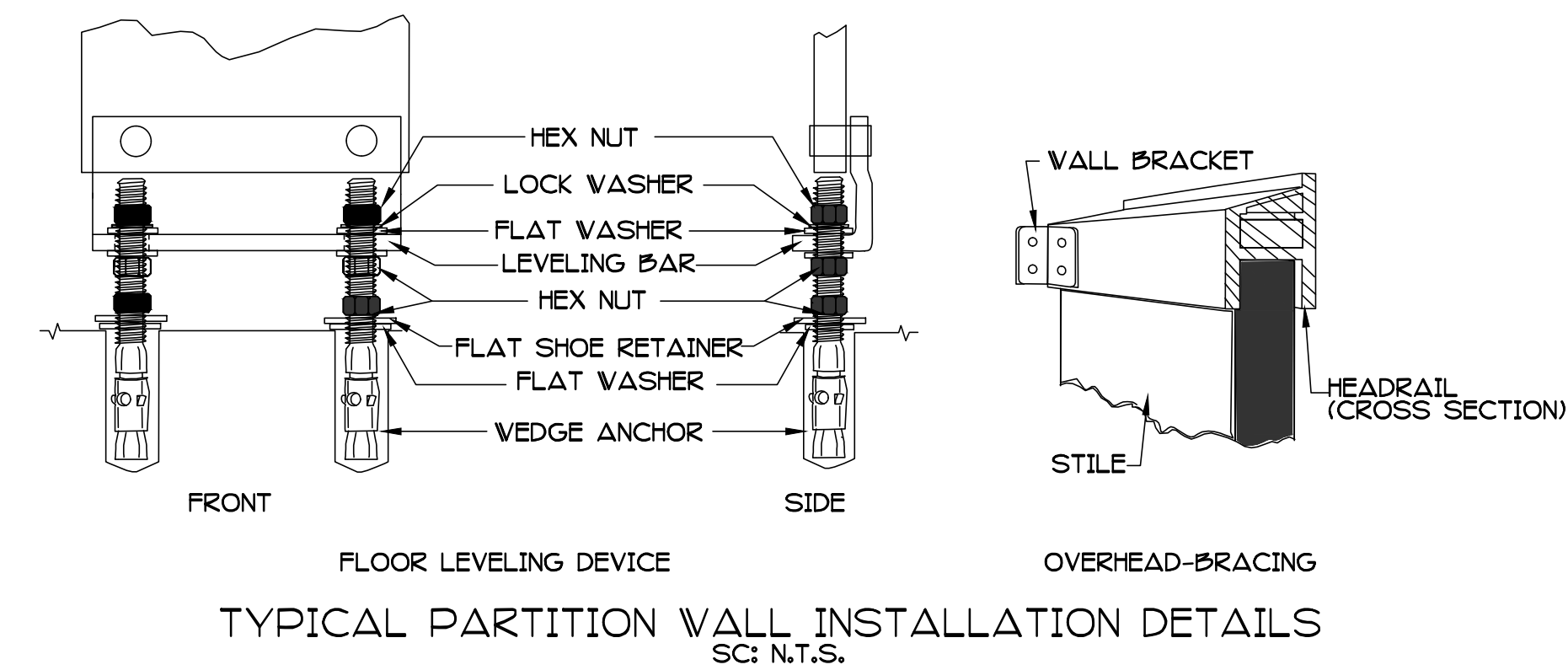
DATE: 7-2-25
JOB NO: A22-2
DRAWN BY: S. RIVES
SHEET NUMBER:

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OF

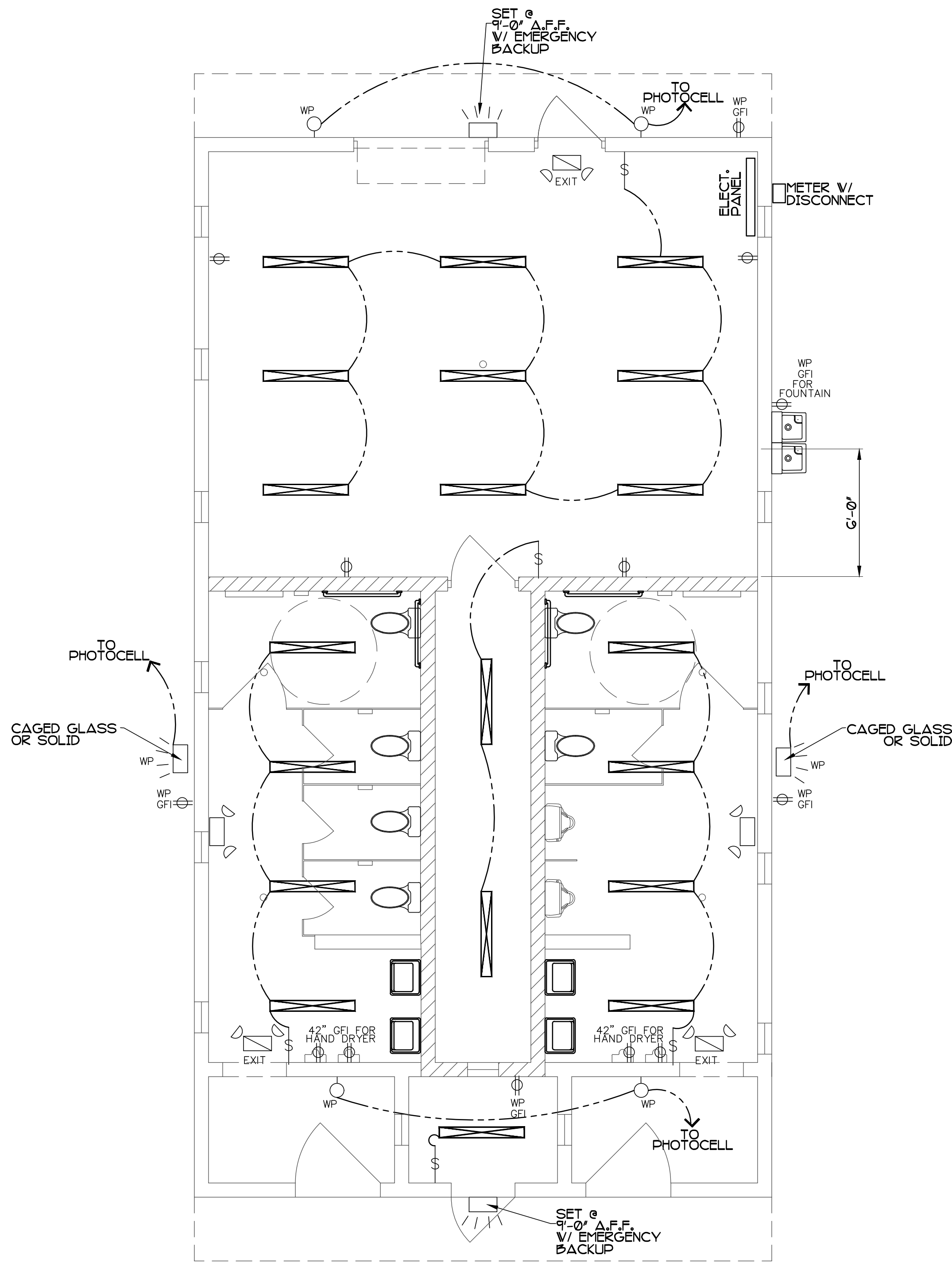


NOTES:
STANDARD GAPS ARE PROVIDED AT ALL WALLS AND BETWEEN COMPONENTS TO ALLOW FOR HARDWARE ATTACHMENT. WALL GAPS ARE STANDARD 1/2" TO 1".
TYPICAL PARTITION WALL HARDWARE DETAILS
SC: N.T.S.



COMPARTMENT AND SCREEN ELEVATIONS
SC: N.T.S.

PARTITION WALL DETAILS
MANUFACTURER BY BOBRICK OR EQUAL



ELECTRICAL PLAN
SC: 1/4" = 1'-0"

ELECTRICAL LEGEND			
	WEATHER-PROOF WALL MOUNTED LED		SINGLE POLE SWITCH
	2-TUBES X 4' LED FIXTURE		WEATHER-PROOF RECEPTACLE
	LED EMERGENCY PACK		GROUND FAULT INTERRUPTER
	EXTERIOR LIGHTS LED WALL PHOTO LITS PHOTOCELL		EMERGENCY PACK W/ EXIT SIGN LED

ROOF PLAN
SC: 1/4" = 1'-0"

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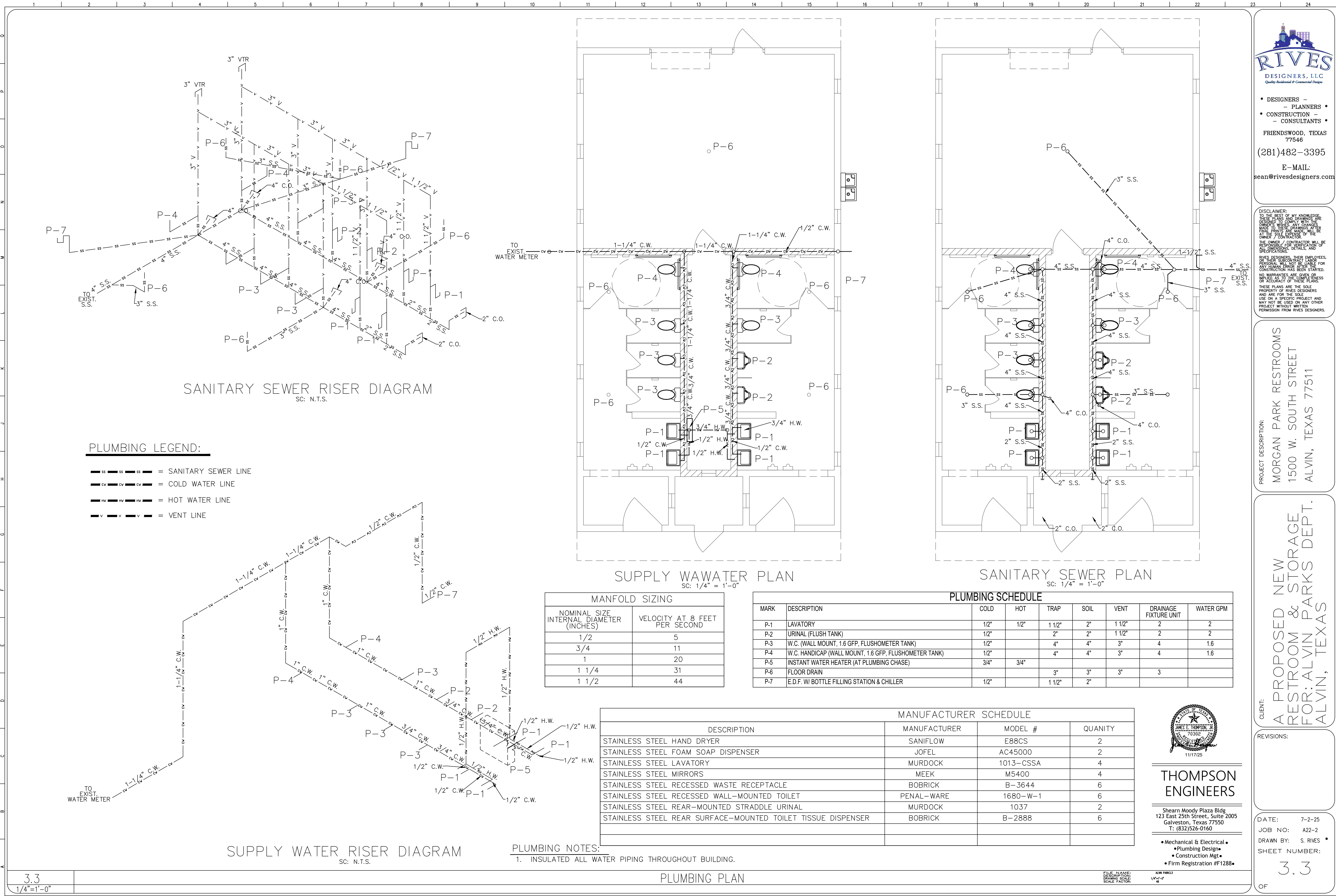
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ALVIN, TEXAS 77511

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A PROPOSED NEW
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FOR: ALVIN PARKS DEPT.
ALVIN, TEXAS

REVISIONS:

DATE: 7-2-25
JOB NO: A22-2
DRAWN BY: S. RIVES •
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ALVIN, TEXAS

REVISIONS:

DATE: 7-2-25
JOB NO: A22-2
DRAWN BY: S. RIVES
SHEET NUMBER:
3.3
OF



THOMPSON
ENGINEERS

Shearn Moody Plaza Bldg
123 East 25th Street, Suite 2005
Galveston, Texas 77550
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- Mechanical & Electrical
- Plumbing Design
- Construction Mgt
- Firm Registration #1288

FILE NAME:
DESCRIPTION:
DRAWING SCALE:
SCALE FACTOR:

ALVIN PARKS
1/4"=1'-0"

WATER PIPING NOTES:

1. WATER PIPING SHALL BE TYPE "L" COPPER WITH 95-5 SILVER SOLDERED JOINTS, TYPE "K" IN SLAB
2. INSULATE ALL HOT WATER PIPING WITH 1" RIDGED FIBERGLASS
3. PROVIDE EACH FIXTURE WITH STOPS AND SUPPLIES. EXPOSED STOPS SHALL BE PLUMBING PLIED WITH LOOSE-DRIFT
4. PROVIDE WATER HAMMER PROTECTION AT EACH FIXTURE, OR GROUPS OF SIMILAR FIXTURES.
5. PROVIDE VACUUM BREAKERS AS REQUIRED BY CODES.
6. PROVIDE TRAP PRIMERS FOR ALL FLOOR DRAINS. PRIMERS SHALL BE LOCATED IN A CONCEALABLE LOCATION
7. SERVICIZE WATER PIPING IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS AND AMERICAN WATER WORKS ASSOCIATION'S SPECIFICATIONS.

SANITARY PIPING NOTES:

1. SANITARY WASTE AND VENT PIPING SHALL PVC, UNLESS PROHIBITED BY LOCAL CODES.
2. SLOPE OF SANITARY AND WASTE PIPING SHALL BE 1/4" PER FOOT MINIMUM.
3. EXPOSED WASTE DRAIN IN TOILET SHALL BE CHROME PLATED BRASS WITH MATCHING TOPPS AND SCREWS.
4. ROOF PENETRATIONS SHALL BE WITH LEAD PIPE ROOF JACKS. COORDINATE ROOF SYSTEMS WITH GENERAL CONTRACTOR AND VERIFY WITH DRAWINGS.

GENERAL NOTES TO CONTRACTOR:

1. ALL WORK METHODS AND INSTALLATIONS INVOLVED IN THE PLUMBING DESIGN SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE 2009 AND INSPECTION REGULATIONS AND ALL OTHER LOCAL OFFICIALS WORKING JURISDICTION.
2. ANY CONTRACTOR SHALL COORDINATE ROUTING OF PIPING IN CEILING SPACES WITH MECHANICAL AND ELECTRICAL EQUIPMENT, DUCTWORK AND CONDUIT SHOULD A CONFLICT OCCUR THIS CONTRACTOR SHALL NOTIFY THE DESIGNER PRIOR TO INSTALLING AN ALTERNATE PIPING PLAN.
3. ALL COUNTER MOUNTED SINKS/VATORIES TO HAVE INSULATION ON ALL EXPOSED PIPES, PER A.P.A. REQUIREMENTS.
4. ALL MATERIAL SHALL BE COMMERCIAL QUALITY AND INSTALLATION TO BE WARRANTED BY PLUMBING CONTRACTOR.
5. PLUMBING CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
6. ALL FLUID-CARRYING CONDUITS (WATER & SEWER LINES) TO BE INSTALLED WITH DOUBLE CONTAINMENT.

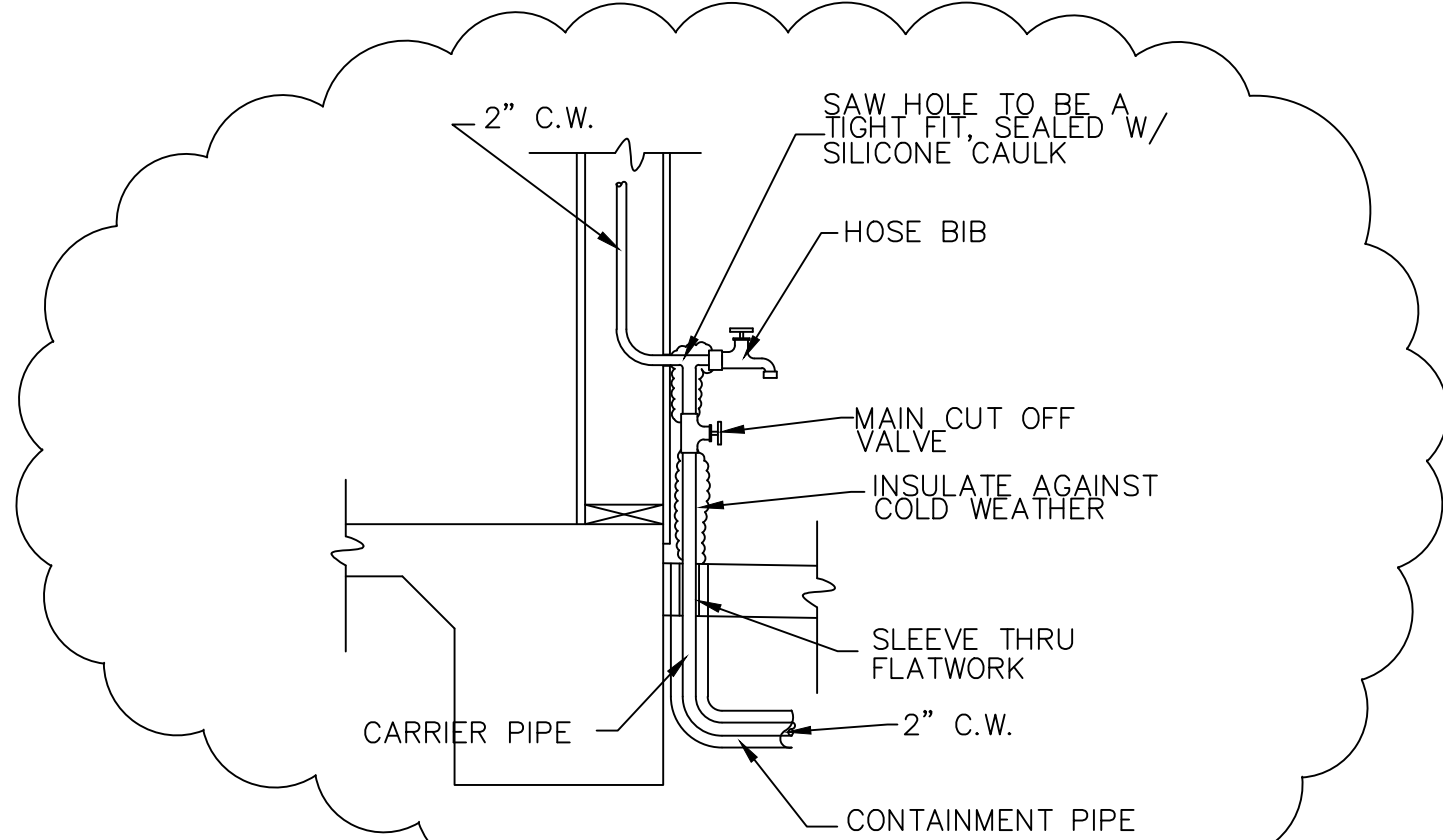
THE WATER SAVING PERFORMANCE STANDARDS FOR A PLUMBING FIXTURE ARE THOSE ESTABLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), CURRENT REVISION, OR THE FOLLOWING STANDARDS WHICHEVER ARE THE MORE RESTRICTIVE.

1. THE MINIMUM FLOW FROM A SINK OR LAVATORY FAUCET OR A FAUCET AERATOR SHALL NOT EXCEED 2.20 GALLONS OF WATER PER MINUTE AT A PRESSURE OF 60 P.S.I. WHEN TESTED IN ACCORDANCE WITH ANSI TESTING PROCEDURES.
2. THE MAXIMUM VOLUME OF FLUSH FROM A FLUSH VALVE OR AN ASSOCIATED FLUSH VALVE IF ANY SHALL NOT EXCEED AN AVERAGE OF 1 GALLON WHEN TESTED IN ACCORDANCE WITH ANSI TESTING PROCEDURES.
3. THE MAXIMUM VOLUME OF FLUSH FROM A TOILET SHALL NOT EXCEED AN AVERAGE OF 1.60 GALLONS WHEN TESTED IN ACCORDANCE WITH ANSI TESTING PROCEDURES.
4. THE MAXIMUM VOLUME OF WATER PER FLUSH FROM A WALL MOUNTED TOILET THAT EMPLOYS A FLUSHMETER VALVE SHALL NOT EXCEED AN AVERAGE OF 2 GALLONS WHEN TESTED IN ACCORDANCE WITH ANSI TESTING PROCEDURES.
5. ALL FIXTURES CONTAINS SHALL BE OPERATED BY A SELF CLOSING VALVE AND BE A.D.A. APPROVED.

MINIMUM STANDARDS:

1. ALL UNDERGROUND WATER PIPING TO BE COPPER TYPE "K" WITH NO CONNECTIONS BELOW GRADE.
2. ALL SANITARY SEWER PIPING TO BE PVC. ALL CONNECTIONS (ELBOWS, COUPLERS, AND CAPS) TO BE MIN. SCH. 40 PVC REF. PLUMBING SPECIFICATIONS.
3. ALL WATER PIPING ABOVE GROUND TO BE TYPE "K" COPPER WITH COPPER FITTINGS.
4. ALL VALVES TO BE IN-LINE GATE VALVES. SIZE ACCORDING TO WATER LINE SIZE.

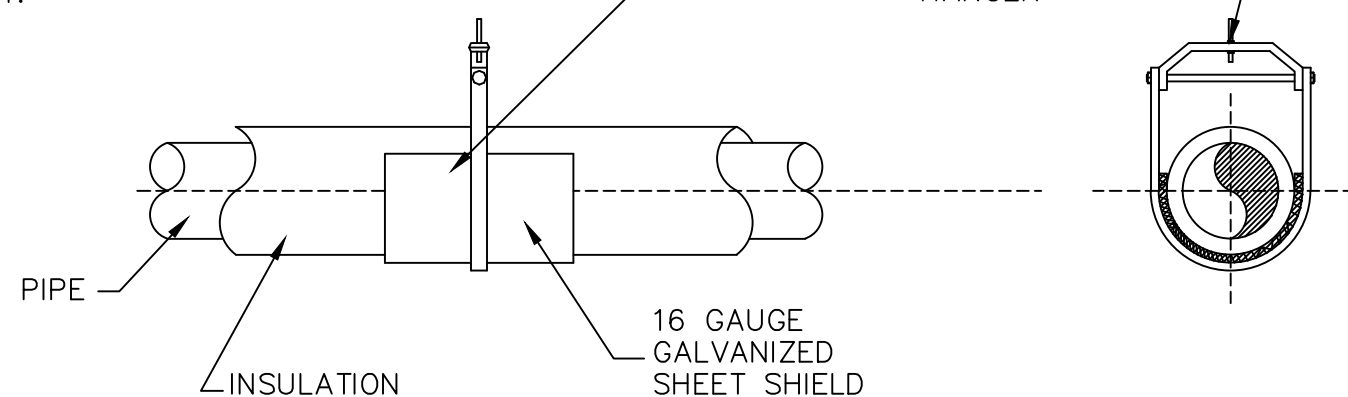
H1
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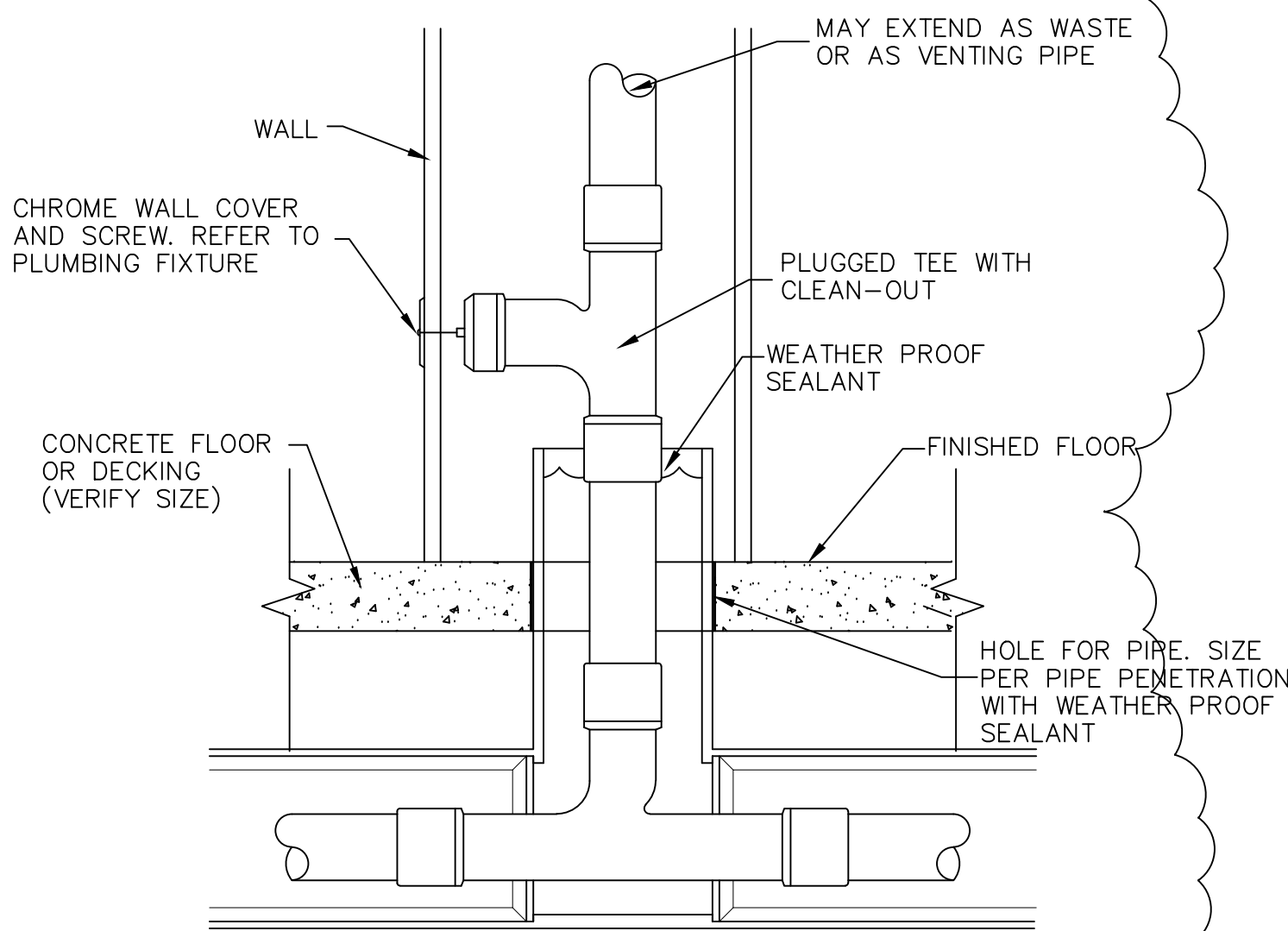
D1
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PROVIDE A SECTION OF HIGH COMPRESSION STRENGTH INSULATION AT EACH HANGER POINT. INSULATION SHALL BE HALF ROUND AND EXTEND 2" BEYOND GALVANIZED SHIELD EACH WAY.

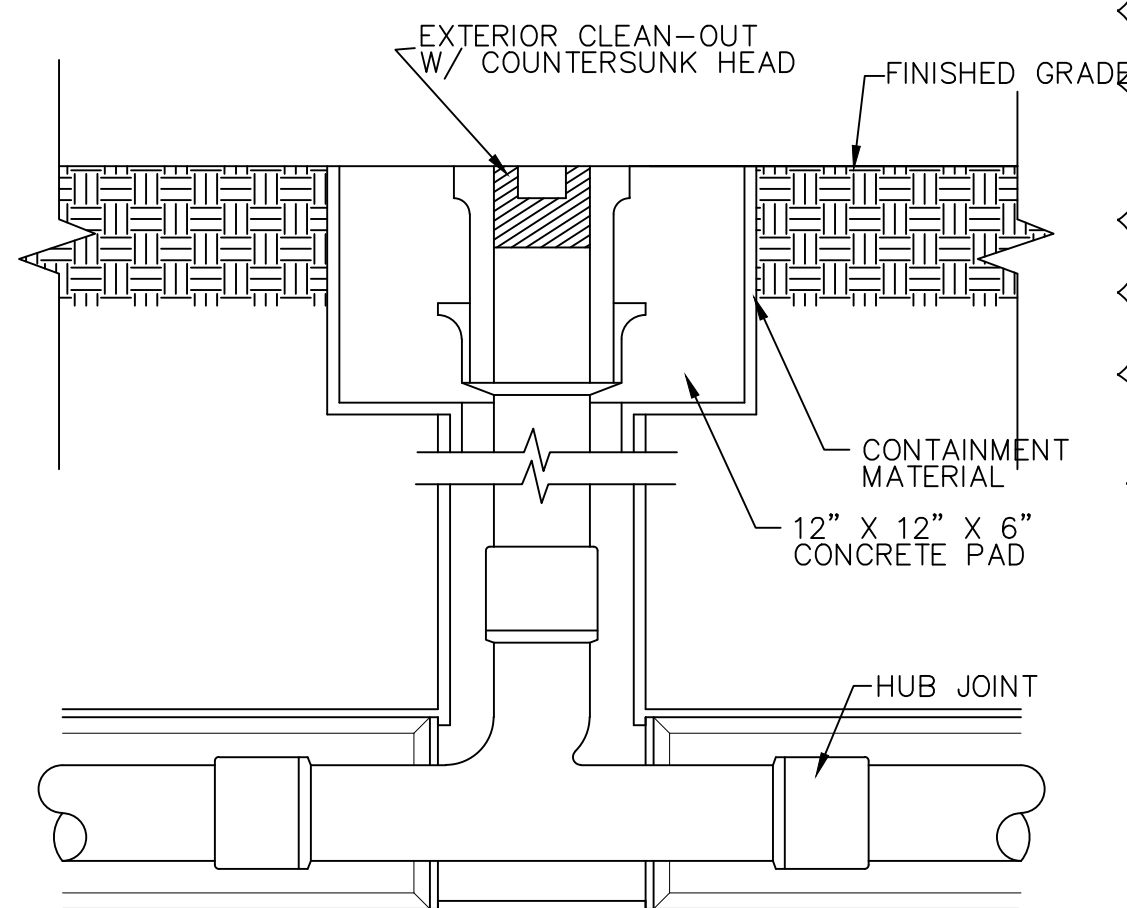
GALVANIZED IRON
HANGER ROD AND
HANGER



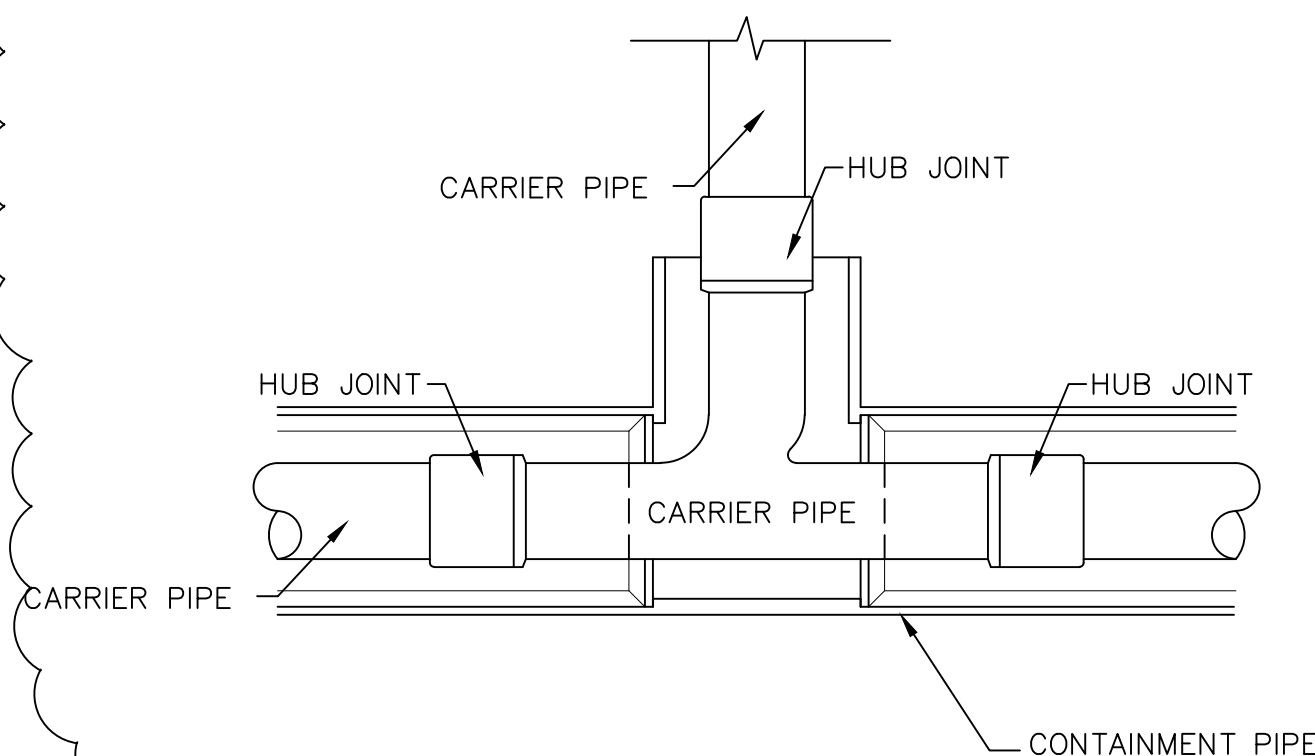
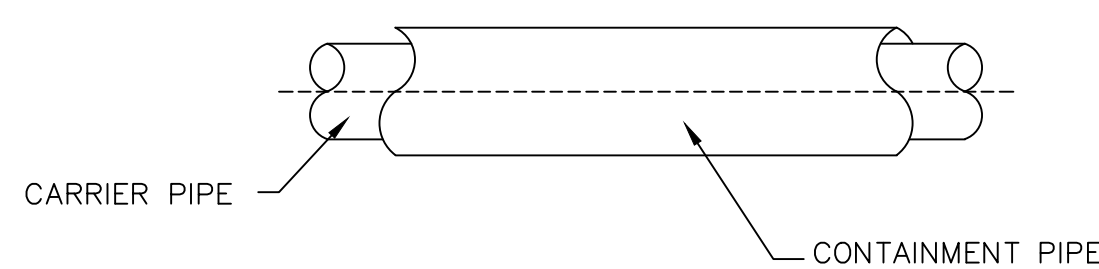
A1
SC: N.T.S.



M8
SC: N.T.S.



H8
SC: N.T.S.



A1
SC: N.T.S.

A14
SC: N.T.S.

**POURED CONCRETE ON GROUND FLOOR
PLUMBING CONNECTION FOR PLASTIC OR C.I. PIPING**

Technical drawing of a cross-section of a concrete wall with a metal bracket and bolts. Dimensions are given in inches.

- Top width of bracket: 7"
- Middle width of bracket: 6.06"
- Base width of bracket: 5.125"
- Bracket thickness: 2.10"
- Wall thickness: 3 1/2"
- Bolt diameter: 3/4"

IMPORTANT NOTES :

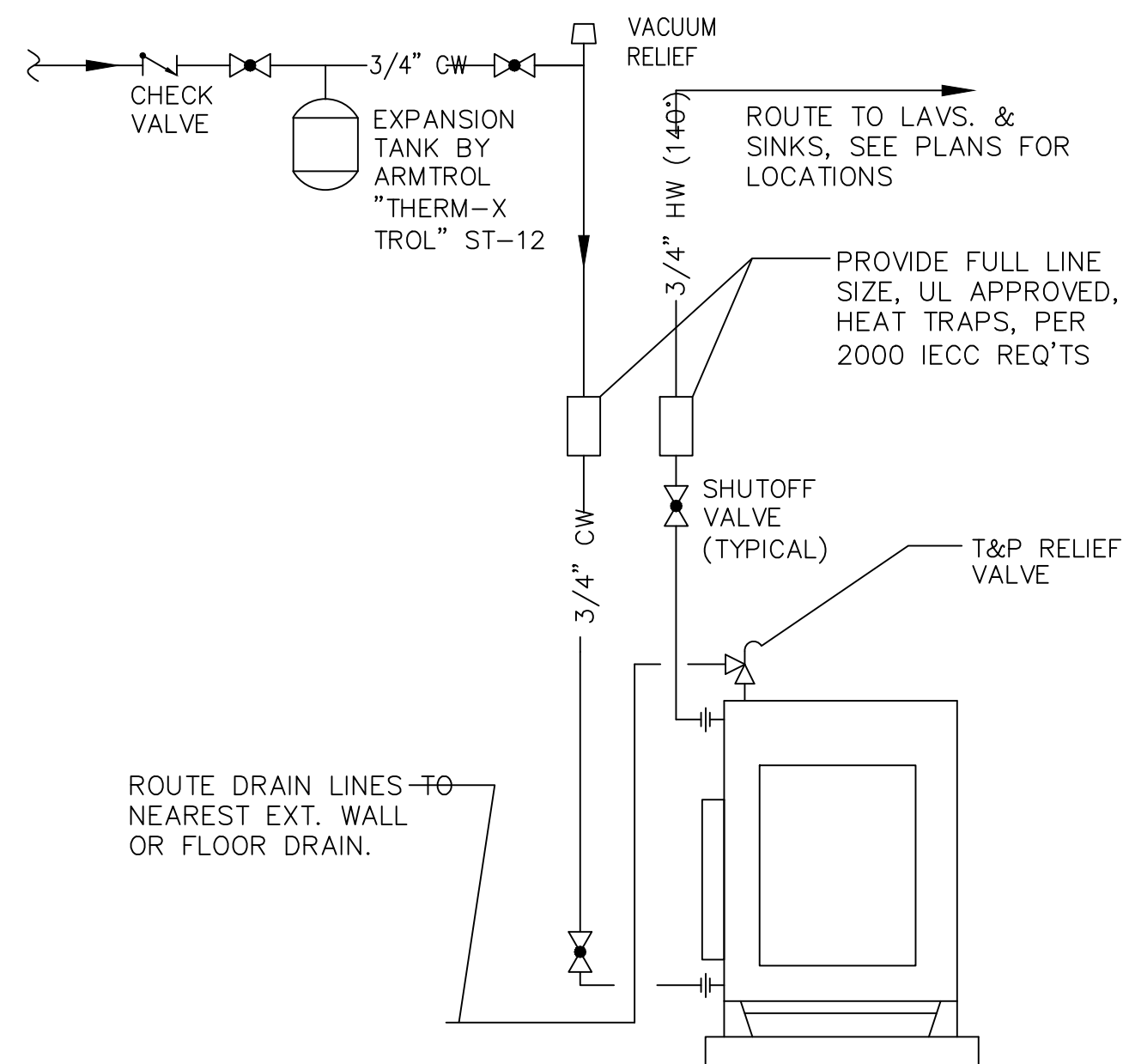
1. The Trap Guard Device is an integral part of the ProSeal Floor Drain and comes as a complete unit.
2. The installation is identical to any typical floor drain assembly connecting to plastic or C.I. pipe.
3. The drain comes with a protective plastic strainer cover and a heavy plug underneath the strainer top.
4. After the concrete pour, the plastic strainer cover should be removed.
5. A factory installed elasticomeric plug protects the Trap Guard Device during construction and can be used as a test plug and must be removed before normal drain usage.
6. The Trap Guard Device should be easily removed and replaced. In any way, the device can be easily removed.
7. A lifting tool attaches to the two built-in lugs inside of the Trap Guard for easy removal & replacement.
8. Not to be used on waxed or grease-laden floors.

Note: Care should be taken not to touch the flexible material with primer or solvent cement.

MAINTENANCE INSTRUCTIONS:

The Trap Guard device should be inspected periodically for build up of any type debris. The device should then be flushed out thoroughly with clear warm water.

K14
SC: N.T.S.



GENERAL NOTES:

PROVIDE $\frac{3}{4}$ " T&P DRAIN AND $\frac{3}{4}$ " AUXILIARY DRAIN, ROUTE IN MECH. ROOM TO INDIRECT WASTE LINE.

RELATED APPURTENANCES SHALL BE SUPPORTED FROM
STRUCTURAL MEMBERS USING APPROVED METHODS.

PRIOR TO WATER HEATER INSTALLATION, FIELD COORDINATE EXACT LOCATION WITH MECHANICAL, ELECTRICAL, AND STRUCTURAL SYSTEMS & PROVIDE ADEQUATE ACCESS FOR MAINTENANCE.

REFER TO DRAWING FLOOR PLANS FOR RELEVANT PIPE SIZES.

Shearn Moody Plaza Bldg
23 East 25th Street, Suite 2005
Galveston, Texas 77550
T: (832)526-0160

- Mechanical & Electrical •
 - Plumbing Design •
 - Construction Mgt •
- Firm Registration #F1288

CLIENT:

PROJECT DESCRIPTION:

PEARSON PARK RESTROOMS
2200 WEST PARK DRIVE
ALVIN, TEXAS 77511

A PROPOSED NEW
RESTROOM & STORAGE
FOR: ALVIN PARKS DEPT.
ALVIN, TEXAS

REVISIONS:

DATE: 7-2-25
JOB NO:
DRAWN BY: S. RIVES
SHEET NUMBER:

3.4 OF

OF

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 9, 2026

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

Via email

Subject: Morgan Park Landfill Non-Enclosed Restroom – Brazoria County
Municipal Solid Waste (MSW) – Authorization No. 67167
Authorization to Disturb the Final Cover Over a Closed MSW Landfill - Issued
Tracking No. 32706726; RN104063409/CN600549133

Dear Mr. Kelinske:

We have reviewed your request dated October 1, 2025, and the revisions dated January 8, 2026, and February 23, 2026, for an authorization to disturb the final cover of a closed municipal solid waste (MSW) landfill. The request is to construct a non-enclosed restroom and storage facility to replace the existing enclosed restroom facility within Morgan Park on property within the boundary of a non-permitted MSW landfill located at 1500 West South Street, Alvin, Texas 77511 in Brazoria County. The authorization request was prepared, sealed, and signed by Marwan F. Salameh, P.E. with Terracon Consultants, Inc.

Authorization to proceed with the proposed activities is hereby granted as allowed by Title 30 Texas Administrative Code (30 TAC), §330.954(e) and in accordance with the submitted plans. The proposed project has been assigned the Authorization No. 67167. Please reference this number in all future correspondence regarding this project. Any future activities, as well as any deviations from the approved plans, which will disturb the cover over the closed landfill, must be submitted for prior approval. In addition, other authorizations, including construction permits, floodplain modifications, and air permits may need to be obtained.

The construction activities must comply with all applicable provisions of 30 TAC §330.955(d) through (h) concerning the protection of the final cover and the proper disposal of the excavated materials. Any waste removed must be evaluated and disposed of at an authorized disposal facility. Any exposed waste left in place must be properly covered with at least two feet of compacted clay-rich soil. Water coming in contact with MSW is considered contaminated and must be collected and disposed of at an authorized facility. A report documenting the work performed is required to be submitted at the completion of the project.

Mr. Dan Kelinske
Page 2
March 9, 2026

If you have questions concerning this letter, please contact Mr. Xiaodong Zhang at (512) 239-0521, by email to Xiaodong.Zhang@tceq.texas.gov, or in writing at the address on our letterhead (please include mail code MC 124 on the first line).

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Henson", with a long horizontal flourish extending to the right.

Megan Henson, Manager
Municipal Solid Waste Permits Section
Waste Permits Division
Texas Commission on Environmental Quality

MH/XZ/jlb

cc: Mr. Marwan F. Salameh, P.E., Terracon Consultants, Inc., Dallas



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Receive and acknowledge receipt of the proposed City of Alvin Budget for the Fiscal Year 2026-2027 (FY27) and set a public hearing to receive comments on the proposed FY27 Annual Budget for the regular City Council meeting scheduled for Thursday, August 20, 2026, at 7:00 p.m.

Type of Item: Action Item

Summary: Per the City Charter, the City Manager, between sixty (60) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the City Council a proposed budget, which shall provide a complete financial plan for the fiscal year. The Charter also states that at the meeting of the City Council at which the budget is submitted, the City Council shall fix the time and place of a public hearing on the budget.

Hard Copies of the Proposed Budget will be provided to you at the Council Meeting.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐	Budgeted Item: Yes ☐ No ☐ N/A ☐
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☐	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☐ Required ☐	Date Completed:
	Date Completed:

Supporting documents attached:

None

Recommendation: Move to receive and acknowledge receipt of the proposed City of Alvin Budget for the Fiscal Year 2026-2027 (FY27) and set a public hearing to receive comments on the proposed FY27 Annual Budget for the regular City Council meeting scheduled for Thursday, August 20, 2026, at 7:00 p.m.

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

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



AGENDA COMMENTARY

Meeting Date: 7/16/2026

Department: City Secretary

Contact:

Agenda Item: Consider an employment agreement for the City Attorney.

Type of Item: Action Item

Summary:

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:

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: __