

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, August 6, 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, **AUGUST 6, 2026**, at 7:00 PM in the Council Chambers at: Alvin City Annex, 302 West House, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Humane - Annual Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

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

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

C. Consider the purchase of a Terex Hi-Ranger LT40 Aerial Lift Truck from Terex USA, LLC, in the amount of \$198,000 utilizing the Sourcwell cooperative purchasing program.

D. Consider the purchase of a Scale Computing HC1450 Cluster, HyperCore software licensing, hardware warranty, and related services from Square3 IT through the Harris County Department of Education (HCDE) Cooperative Purchasing Program Contract No. 22/043KN-13 in the amount of \$134,531.43.

E. Consider the appointment of Crowe LLP as the City's auditing firm for the Fiscal Year ending September 30, 2026; and authorize the City Manager to sign the Auditor's Engagement Letter.

6. OTHER BUSINESS

A. Consider a variance request from the homeowner at 1305 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet, two inches into the twenty-five-foot front building setback for the construction of a carport.

B. Consider Ordinance 26-N, an ordinance amending Chapter 21, "Subdivisions and

Property Development,” of the Code of Ordinances of the City of Alvin, Texas, by amending section 21-4, “Variances,” to establish a procedure for the consideration of setback variances by the Planning Commission with appeal to the City Council; providing a Repealer Clause; providing a Severability Clause; providing a Penalty; providing for publication; and providing an effective date.

- C. Consider Resolution No. 26-R-26, ratifying the City Manager's appointment of Aylissa Manjang to the City of Alvin Civil Service Commission, Place Three (3), to serve the remainder of the unexpired term through December 31, 2026, and thereafter for a three (3) year term expiring December 31, 2029; and setting forth other provisions related thereto.
- D. Discuss and take a record vote to propose an ad valorem tax rate of \$0.700635 per \$100 of assessed valuation for Tax Year 2026 (Fiscal Year October 1, 2026 - September 30, 2027), which exceeds the *No New Revenue Rate*, to be considered for adoption at a future meeting.
- E. Consider setting one (1) public hearing concerning the proposed tax rate for Thursday, September 3, 2026, at 7:00 p.m., in the City Council Chambers, City Annex Building, 302 W. House Street, Alvin, Texas.
- F. 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 and take possible action on matters discussed in Executive Session.

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 30, 2026 at 5:00 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, 2027

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 2026-2027, comparing what would be paid under the no-new-revenue tax rate versus the proposed tax rate.

1. Average Taxable Homestead Value:

Prior Year (FY2025-2026) \$206,031

Current Year (FY2026-2027) \$215,567

2. Tax Rates:

Prior Year Tax Rate (FY25-26) \$ 0.685000 per \$100 valuation

No-New-Revenue (FY26-27) \$ 0.660463 per \$100 valuation

Proposed Tax Rate (FY26-27) \$ 0.700635 per \$100 valuation

3. Estimated Annual Tax Bill Calculation:

Scenario	Tax Rate	Est. Tax Bill	Difference from No-New Revenue
Prior Year (FY25-26)	\$ 0.685000	\$1,411.31	(12.43)
No-New Revenue (FY26-27)	\$ 0.660463	\$1,423.74	---
Proposed Budget (FY26-27)	\$ 0.700635	\$1,510.34	\$86.60

Calculations:

- Prior Year Tax Bill = $(\$206,031 \div 100) \times \$ 0.685000 = \$1,411.31$
- No-New-Revenue = $(\$215,567 \div 100) \times \$ 0.660463 = \$1,423.74$
- Proposed Tax Bill = $(\$215,567 \div 100) \times \$ 0.700635 = \$1,510.34$

Summary:

If the City of Alvin adopts the proposed tax rate of \$0.700635 per \$100 valuation, the average homestead owner would pay approximately \$86.60 more annually compared to the no-new-revenue tax rate.

City of Alvin Fiscal Year 26-27 Proposed

Budget: <https://www.alvin.gov/DocumentCenter/View/3050/FY-2026-2027-Proposed-Budget-PDF>

Alvin Animal Adoption Center

2026 Update



The Team Behind the Mission

Behind every adoption, every lost pet reunion, and every second chance at the Alvin Animal Adoption Center, is an incredible team that truly cares about this community and the animals they serve. From taking in injured animals who have nowhere else to turn, to reuniting lost pets with worried owners, and ultimately matching shelter animals in “fur-ever” homes, our staff shows up every single day with passion and dedication to our mission.

We are proud to serve the people and pets of Alvin!

Kim

Kodi

KENNEL TECH

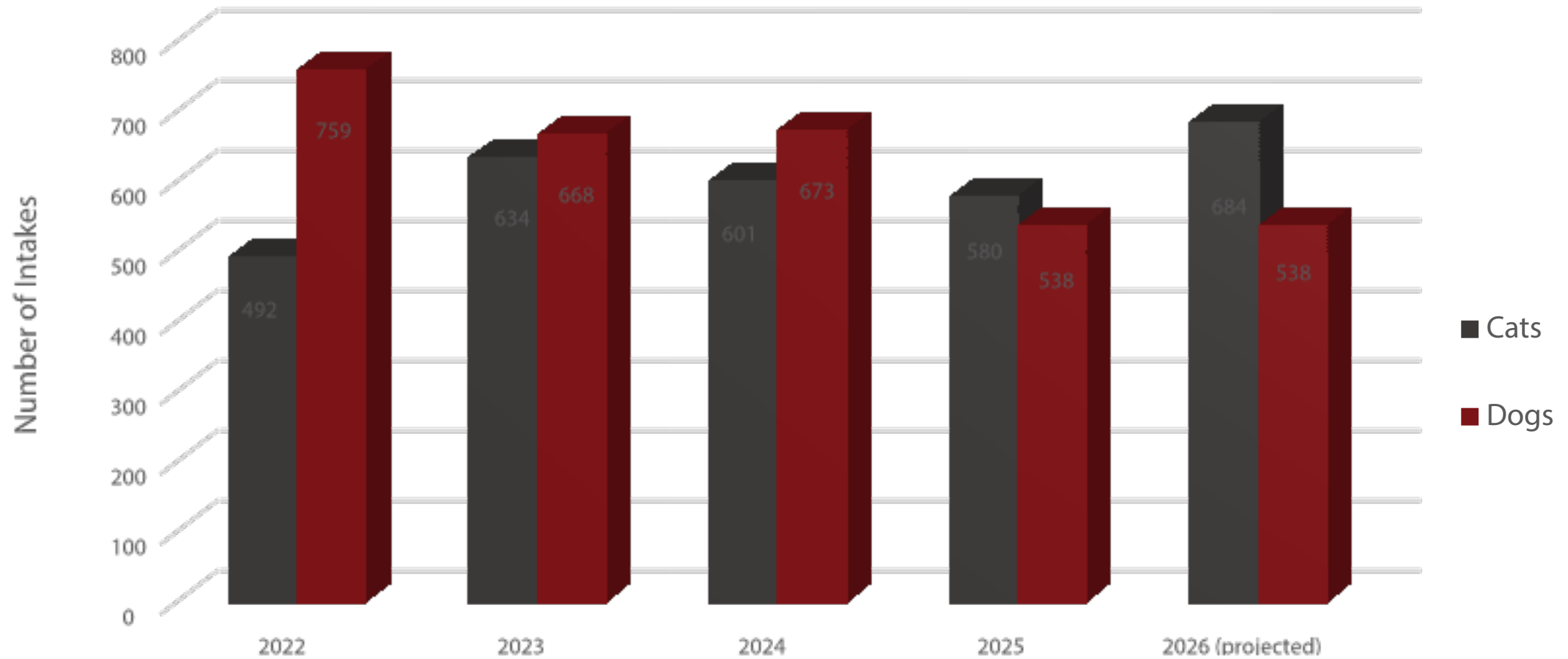
KC

Avery

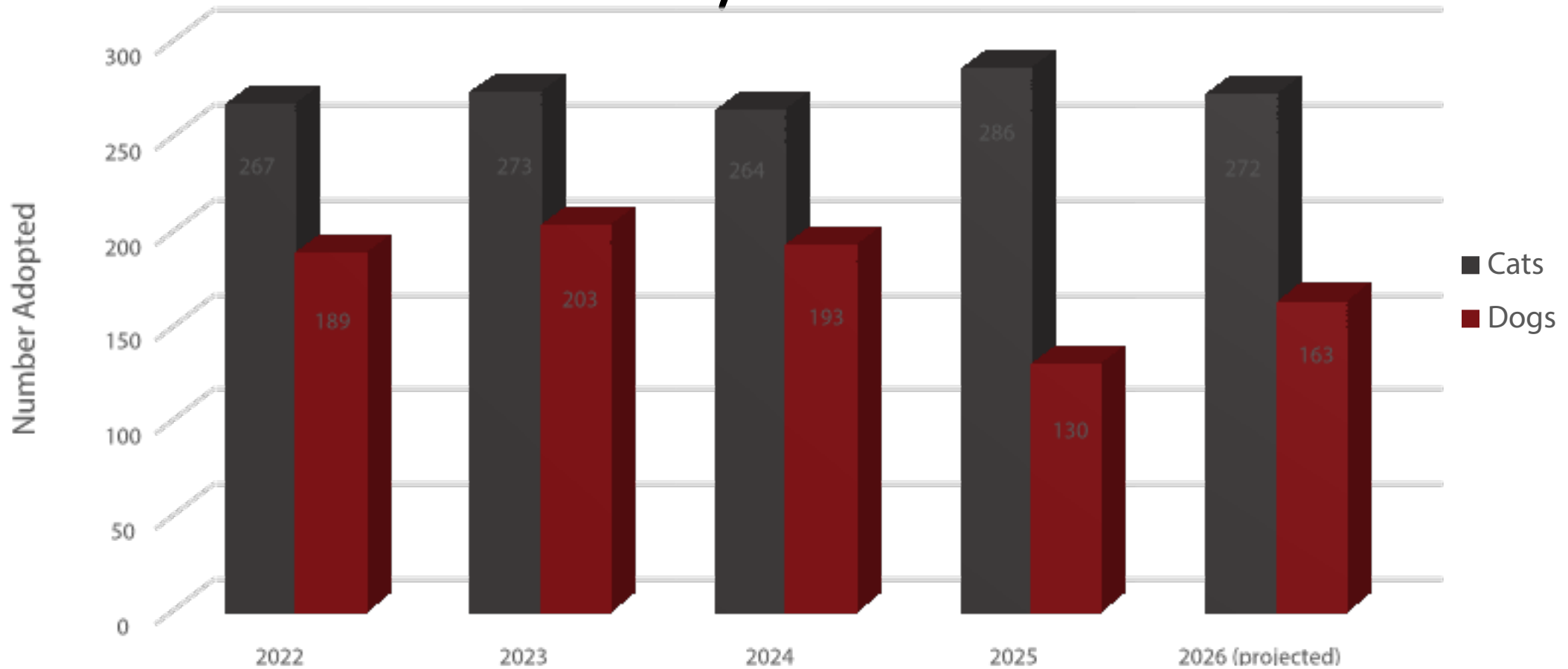
Charlotte

ACO
Moore

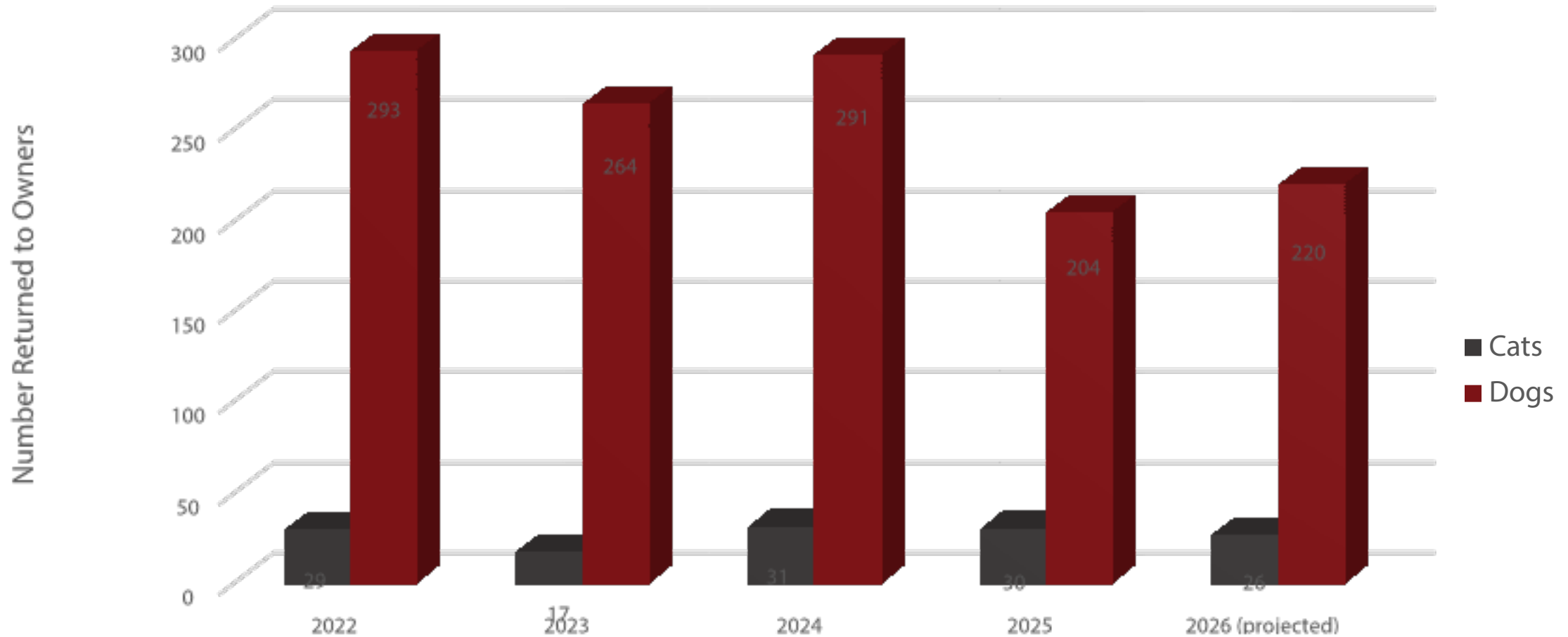
The Numbers - In-takes



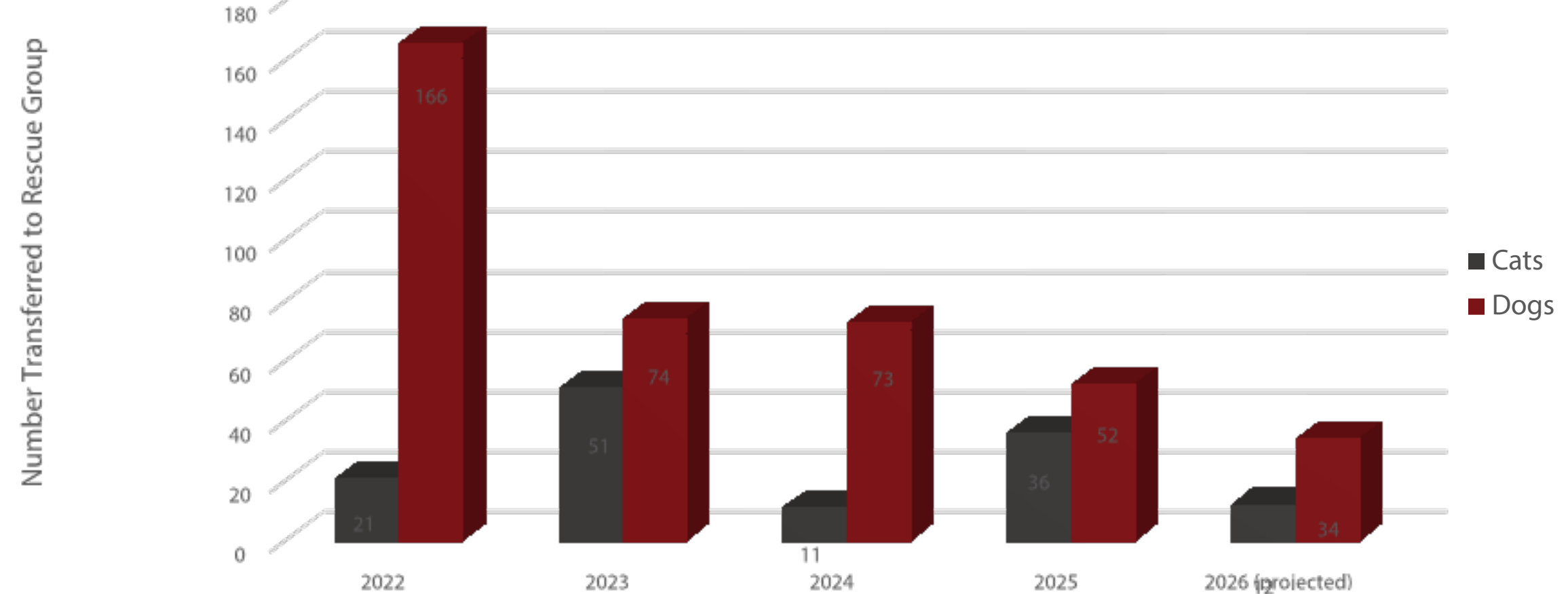
The Numbers - Adoptions



The Numbers - Returns to Owner



The Numbers - Rescued (501c3 group)



Tools for a Better Tomorrow

- Trap, Neuter and Release Program
 - Manages community cat populations humanely
 - TNR Permits: 1
- Sterilization requirement
 - Prevents unplanned, “accidental” litters
- Microchipping Requirements
 - Helps reunite canines/felines to owners
- Breeder/Seller Permit Requirement
 - Prevents irresponsible breeding

CITY OF ALVIN
Code of Ordinances
Chapter 4
Article V
Trap, Neuter, Release
Programs (TNR)



ALVIN POLICE DEPARTMENT
Humane Division – Animal Control

550 W. Highway 6
Alvin, Texas 77511
281.388.4331
Dispatch 281.388.4370
(Call dispatch for after-hour emergency only)

Tools for a Better Tomorrow

- Get Stitched! Spay/Neuter Program
 - Essentially FREE pet sterilizations for Brazoria County residents
 - Sponsored and coordinated by Jenni's Rescue Ranch held at AAAC
 - Since July 01, 2024, thru July 31, 2026
 - 1,651 Cats and Dogs have been 'fixed' at Alvin Animal Adoption Center
 - 777 Cats: 307 males and 470 females
 - 874 Dogs: 425 males and 450 females



Get Stitched!
Spay Neuter and Vaccination Program

MOST MONDAYS IN 2026
***BEGINNING MARCH 2**

at
ALVIN ADOPTION CENTER

ACCEPTING 15 DOGS & 10 CATS
PER CLINIC

REGISTRATION OPENS SATURDAYS 8:00 AM

- Registration link found on Get Stitched! Spay And Neuter Program facebook page
- \$20 non-refundable deposit required
- Program includes spay/neuter, rabies & DAPP vaccines
- Brazoria County, TX residents only

Upcoming Events

Ashley Davis, Broker/Realtor &
The Alvin Animal Adoption Center
Presents

2026

Woofstock Autumn Fest

Dog Adoptions
Dog Costume Contest
Dog Show + Agility Show

“PAW” TRAITS LIVE MUSIC FOOD & SHOPPING

Saturday, October 24th
10:00am- 2:00pm

National Oak Park
Alvin, Texas

Join us for
PUPPY Pals



Let the kids
practice their
reading skills
with a pet
from the
Alvin Animal
Adoption Center
@ the
Alvin Library

on the first
Tuesday each
month at 6pm!



Get Stitched! August
Spay, Neuter, and Vaccine Program
BRAZORIA COUNTY



SUN	MON	TUE	WED	THU	FRI	SAT
Spay, Neuter, & Vaccine Program located at Alvin Adoption Center						1
2	6 CATS 19 DOGS	3	4	5	6	7
9	6 CATS 19 DOGS	10	11	12	13	14
16	6 CATS 19 DOGS	17	18	19	20	21
23	6 CATS 19 DOGS	24	25	26	27	28
30	25 CATS	31	Jenni's RESCUE SHELTER		ALVIN ANIMAL ADOPTION CENTER	29

LOW COST PET VAX
Friendly • Convenient • Affordable

LOW COST PET VACCINATION Clinic

AFFORDABLE CARE. HEALTHY PETS. HAPPY FAMILIES.

SATURDAY
9:00AM - 4:00PM

ALVIN ANIMAL
ADOPTION CENTER
550 W State Hwy 6
Alvin, TX 77511

Protect their health.
Protect their future.

VACCINES AVAILABLE:

- Distemper/Parvo (DHPP)
- Rabies
- Bordetella (Kennel Cough)
- Leptospirosis
- Feline Distemper (FVRCP)
- Flea & Tick Prevention
- Deworming

PLEASE REMEMBER:

- Dogs must be on a leash
- Cats must be in carriers
- Bring previous vaccine records if available

WE OFFER MICROCHIPPING!

A safe, simple way to help reunite your pet if they ever get lost.

Easy, Affordable, Important



Scan for more info!

AFFORDABLE • CONVENIENT • COMPASSIONATE
BECAUSE THEY'RE FAMILY AND THEY DESERVE THE BEST.

Low Cost. Big Impact. Healthier Pets. Happier Homes.

FOLLOW US!
f i

Civilian of the Year

Charlotte Esther's impact reaches well past her daily responsibilities. Her deep commitment to the Alvin Animal Adoption Center and the animals in its care truly made her the ideal choice for the Civilian of the Year Award.



Their Voice / Their Protectors

Alvin Animal Adoption Center isn't full of 'broken' animals. It's full of survivors. Souls still willing to love even after being let down by humans. If you want loyalty, forgiveness, and love in its purest form.... PLEASE ADOPT!



*Thank you for your
continued support!*

DO YOU KNOW 100'S
OF PEOPLE WANTING
A NEW PET?

WE DON'T EITHER.

PLEASE SPAY / NEUTER
TO PREVENT ADDING TO
THE HOMELESS PET
POPULATION.



**MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JULY 16, 2026
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the 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; Michael Gibbs, Director of Finance; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discussion regarding the proposed Cardon Development (1,552-acre) development west of SH 288, between FM1462 and CR51.

Junru Roland, City Manager, presented this workshop item regarding the Cardon Development and the existing 2009 Development Agreement. He provided an overview of the proposed land use within the development, including single-family residential, detention and drainage facilities, utility sites, and small mixed-use parcels. Mr. Roland also reviewed the property's current taxable value under its agricultural exemption, the projected taxable value upon development, and the financial implications of the existing development agreement, which provides for an 81.33% rebate of ad valorem property taxes collected on the developed property.

Council members Vela and Salter expressed concerns regarding the potential loss of future tax revenue and permitting fees if the property were to be deannexed from the City. Josh Wahoo, representing Cardon Development, responded to questions related to the proposed land use plan, lot sizes, and current market conditions, explaining that residential development is necessary to support future commercial development in the area due to limited market demand for commercial uses at this time.

Council member DeKeyzer expressed concern that the City should not bear the financial burden of the development through such a significant tax rebate and stated that the proposed 40-foot lots are inconsistent with the City's current development standards. Mr. Yates, legal counsel for the developer, explained that the rebate percentage was negotiated as part of the 2009 Development Agreement based on the anticipated commercial nature of the property. He further stated that, given the differing positions regarding the financial projections, de-annexation of the property could be reconsidered as a potential alternative. Mr. Yates also noted that commercial property in Brazoria County is currently assessed at a lower value than residential property and that developing the property with 40-foot residential lots would increase its taxable value.

Council member Vela clarified that police, fire, and emergency medical services are already provided for the area and would continue regardless of whether the property remains within the City limits. Council member Garivey expressed dissatisfaction with the quality and pace of recent residential developments, noting concerns that projects often remain unfinished for extended periods while still qualifying for substantial tax rebates. He also stated that he does not support de-annexation of the property. Consensus was against de-annexation.

Discussion regarding a potential amendment to Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin, Texas, to remove the adoption of the appendices to the 2024 International Energy Conservation Code.

Michelle Segovia, City Engineer, reminded Council that an ordinance adopting the 2024 International Energy Conservation Code was approved in April. She explained that compliance with the energy code is verified through a third-party vendor and that, unlike the previously adopted 2018 code, the 2024 edition includes twenty optional appendices that are no longer clearly identified as optional. Ms. Segovia stated it was not the staff's intent to adopt these additional appendices.

Ms. Segovia further explained that several of the appendices conflict with other adopted building standards, resulting in unforeseen requirements that have impacted Alvin Independent School District's ongoing construction projects, including Earl Humbird Elementary School and the Alvin High School Auditorium. An AISD representative advised Council that compliance with the additional appendices would increase project costs by approximately \$1 million beyond the original budget.

Ms. Segovia noted that twenty-five surrounding municipalities have adopted the 2024 International Energy Conservation Code without the optional appendices. She informed Council that an ordinance amending the City's adoption of the code to exclude the appendices would be presented for consideration at the July 16, 2026, Regular City Council meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:41 p.m.

PASSED and APPROVED the 6th of August 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, JULY 16, 2026
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at 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; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Timothy Oliff with Light Christian Center gave the invocation. Council members Salter and DeKeyzer led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Proclamation — Alvin Lions Club 90th Anniversary.

Mayor Adame proclaimed August 8, 2026, as Alvin Lions Club Day and formally issued the proclamation to members of the Alvin Lions Club in attendance.

Police Department Annual Departmental presentation.

Police Chief Robert Lee delivered the annual departmental update of the Alvin Police Department.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

Consider approval of the June 4, 2026, City Council meeting minutes.

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.

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.

<i>Coverages</i>	<i>Current Provider</i>	<i>Apparent Successful Provider</i>
<i>Medical & Pharmacy</i>	<i>Tx. Health Pool - BCBS</i>	<i>Tx. Health Pool - BCBS w/ Next Level</i>

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.

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.

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.

Acknowledge receipt of Delinquent Tax Roll July 2026.

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.

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

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.

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

OTHER BUSINESS

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.

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.

Paul Chavez, Economic Development Director, presented this item before City Council with explanation. Mr. Franz Elliot, owner of BC Auto Repair was also in attendance.

Council member Salter moved 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. Seconded by Council member Garivey; motion carried with all members present voting Aye.

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.

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.

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). He stated that he remains opposed to ETJ release requests in order to preserve the City's legal position and maintain the ability to challenge such requests in the future should pending litigation result in changes to state law.

Council member Moore moved 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. Seconded by Council member Davis; motion **failed** with all members present voting **No**.

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.

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.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Moore moved 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. Seconded by Council member Garivey; motion carried with all members present voting Aye.

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.

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.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member DeKeyser moved 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. Seconded by Council member Davis; motion carried with all members present voting Aye.

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.

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)

Courtney Landers, Marketing and Tourism Officer, presented this item before City Council with explanation.

Council member Vela moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

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

Council member DeKeyser moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

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

Council member DeKeyzer moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

Junru Roland, City Manager, presented this item and outlined the schedule for the Fiscal Year 2027 budget process. He announced that the public hearing to receive comments on the proposed budget is scheduled for August 20, 2026, at 7:00 p.m. Mr. Roland also advised that budget workshops are scheduled for Thursday, August 6, 2026, at 5:30 p.m., Tuesday, August 11, 2026, at 6:00 p.m., and, if necessary, Thursday, August 20, 2026, at 6:00 p.m. He encouraged the public to attend the workshops to learn more about the proposed budget and provide input prior to the public hearing.

Council member Vela moved 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. Seconded by Council member Salter; motion carried with all members present voting Aye.

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

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. Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey thanked Police Chief Lee, Detective Kelly and Officer Farciet regarding their swift action pertaining to recent vandalism at National Oak Park.

Council member Vela thanked Public Services Director Brandon Moody for his recent responsiveness to citizens experiencing flooding issues.

Council member Salter thanked everyone that participated in the Smokeater 5K, raising \$36,000 for the Alvin Volunteer Fire Department.

Mayor Adame congratulated Dixie Roberts, Assistant City Manager/City Secretary, on her recent Triple Crown Award from the Chamber of Commerce Women in Leadership committee. He also encouraged citizens not to believe everything they read on social media regarding data centers. He reiterated Council's position in opposition to data centers in Alvin.

Council member Davis also extended congratulations to Ms. Roberts on receiving her award.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:55 p.m. in accordance with the following:

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

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:13 p.m.

Consider an employment agreement for the City Attorney.

Council member DeKeyser moved to approve an employment agreement for City Attorney, Mark Swaim; Seconded by Council member Vaughn; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:14 p.m.

PASSED and APPROVED the 6th of August 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider the purchase of a Terex Hi-Ranger LT40 Aerial Lift Truck from Terex USA, LLC, in the amount of \$198,000 utilizing the Sourcewell cooperative purchasing program.

Type of Item: Action Item

Summary: An aerial lift bucket truck is a multipurpose piece of equipment that supports the daily operations of several departments. Its primary functions include the installation and maintenance of street signs, traffic signal equipment, and tree trimming operations. In addition to these routine responsibilities, the aerial truck is used to install and remove event banners across Gordon Street and provides elevated access for other departments to perform pole light maintenance, roof inspections and repairs, and flagpole maintenance.

Because it serves multiple departments and fulfills a wide variety of operational needs, the aerial bucket truck is a critical asset for maintaining public infrastructure, supporting community events, and safely completing work at elevated heights. Its versatility reduces the need to rent specialized equipment and enables City staff to respond quickly and efficiently to maintenance needs throughout the community.

The vehicle that is being requested is a 2026 Ford F-550 chassis equipped with a TEREX aerial lift (Terex Hi-Ranger LT40 Aerial Lift Truck) that will be purchased utilizing the Sourcewell cooperative purchasing program. The truck is designed to provide a safe, reliable, and versatile platform for the City's aerial maintenance operations while continuing to support multiple departments.

The Ford F-550 chassis includes the manufacturer's standard warranty consisting of a 3-year/36,000-mile bumper-to-bumper warranty and a 5-year/60,000-mile powertrain warranty. The TEREX aerial equipment is backed by an 18-month warranty covering parts, labor, and workmanship, providing additional assurance that the specialized aerial system is protected against manufacturing defects.

Replacing the current 2014 Ford F-450 with the new 2026 Ford F-550 will improve reliability, reduce maintenance downtime, and ensure City crews have dependable equipment to safely perform critical tasks, including street sign installation and maintenance, traffic signal repairs, tree trimming, event banner installation, pole light maintenance, roof access, and flagpole maintenance.

If approved, this replacement vehicle will be available for delivery in October 2026, eliminating the extended lead times typically associated with ordering specialized equipment. Upon delivery of the new unit, the existing 2014 Ford F-450 aerial bucket truck will be sold at auction, with the proceeds returned to the City's Vehicle Replacement Fund to help offset future fleet replacement costs.

Funding for this vehicle was approved by city council in the FY25/26 budget. Staff recommends the purchase of the 2026 Ford F-550 chassis equipped with a TEREX aerial lift (Terex Hi-Ranger LT40 Aerial Lift Truck) to replace the current city-owned 2014 F-450 aerial lift truck.

LT SERIES

LT40



Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 312-5501-00-4250 **Amount:** \$198,000 **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. Terex Utilities Quote
 2. Terex Contract Extension
 3. Terex Utilities; Contract; 2022
 4. 2026 F-550 TEREX LT40
-

Recommendation: Move to approve the purchase of a Terex Hi-Ranger LT40 Aerial Lift Truck from Terex USA, LLC, in the amount of \$198,000 utilizing the Sourcewell cooperative

purchasing program.

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



Customer Order Acknowledgement

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 08/06/2026

All Stock Trucks Are Subject To Prior Sale

Company: City of Alvin

Address: 1100 W Highway 6

Phone: 281-388-4325

City, State: Alvin, TX 77511

Contact: Brandon Moody

Email: brandon.moody@alvin.gov

TEREX Quote #: QU37737

Sourcwell Contract Number: 110421-TER

Stock Truck or Slot #: _____

Unit Model: LT40

Baseline Price: \$ 198,000.00

FET Tax Estimate: If Applicable _____

Service Center Upfit: _____

Grand Total: \$ 198,000.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes: 1) Delivery Terms are CPT - 2020 .
- Delivery to customer included.

2) Payment Terms are INV 30 .

3) Delivery days from receipt of order shall be 75 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale. The information in this quote is considered confidential.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Terex Utilities Inc.

Accepted By: _____

PO Number: _____

Account Manager: _____

Grand Total: _____

Date: _____

TEREX USA, LLC dba TEREX UTILITIES ("Seller")
TERMS AND CONDITIONS OF SALE
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or

delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of eighteen (18) months from the date of shipment from factory (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon

any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,

successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES ("Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.



LIMITED PRODUCT WARRANTY

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Quote Number: QU37737-TU- V3 Unit: LT40

Terex Stock
3140 15th Ave SE
Watertown , South Dakota 57201

Qty. Description
UNIT

- 1

Terex Aerial Devices

One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.
Unit will be mounted behind the cab.

Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:
* Individual control levers are located in an accessible location on the turntable.

Lower Boom:
* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:
* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:
* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2021

Hydraulic System:
* Full pressure open center hydraulic system.
* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:
* All metallic components of the complete aerial device are powder coat white.
* The fiberglass upper boom, boom inserts, platforms and covers are white.
* One complete paper manual and access to an electronic copy of the manual providing operational and maintenance procedures, and a replacement parts listing.
* Warning decals provided with unit.
- 1

Pedestal,44 (To 48 Cab)

Pedestal.
- 1

8 Gal Tower Mt Hyd Tank, Site Gauge

8-Gallon Hydraulic Oil Reservoir.
* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.

Quote Number: QU37737-TU- V3**Unit: LT40**

* Return filter and oil eyes.

* A ball type shut off valve.

1 Boom Rest, Auto Latch

A boom rest with a automatic latch is provided.

1 End Mount, 24x30

Platform 24 x 30 x 42 , End Mounted.

* Includes one (1) outside access step with slip-resistant surface.

1 Safety Harness For Single Platform

A safety harness with lanyard is provided for fall arrest.

1 Platform Rest,Single,24x30

A padded saddle rest provides platform support during road travel.

1 Liner, 24x30

Insulated Platform Liner For 24 x 30 x 42 Platform:

* Tested at 50 KV AC.

1 Cover, Platform Only, 24x30

Vinyl Platform Cover For 24 x 30 Platform:

* Waterproof with internal elastic cord around edge.

1 Auxiliary Power, 12v

Auxiliary Pump:

* Allow the operation of any function for a time period limited by the battery life.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip,400# 26.6ft Side Reach 0-72 Deg

Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: Control-Plus single stick controller.

* Enable lever must be actuated before operation.

* Rated capacity of 400 lbs.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Quote Number: QU37737-TU- V3**Unit: LT40**

Hydraulic Tool Outlets At Platform.

The lower boom articulation is from 0 to 72 degrees

1 Mtg Kit,Torsion Bars, 60 Ca Ford

Mounting Kit:

* Behind cab mount for use with torsion bars.

1 Transmission, Automatic, Ford (Muncie)

Pump for systems requiring 3 to 5 gallons per minute:

*Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

1 Terex Advanced Chassis Controller

Terex Advanced Chassis Controller:

* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.

* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.

* Programmable settings allow installer to customize/select options need for their application.

* Screw terminal-type connections and enclosure to cover connections.

* Recommended on Class 6 and above chassis with multiple outputs

* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 Usa

American flag displayed on unit.

1 Limited Product Warranty - Standard

Factory Warranty

1 Spec 32 - F550 4x4 chassis per the attached specifications.

1 108" Steel line body per attached specifications PN 65398485.

1 Install Lt Behind Cab

Install Aerial Device Behind Cab And Install All Associated Components:

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.



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Quote Number: QU37737-TU- V3 Unit: LT40

- 1 **Hose & Fitting Kit Group 1**
Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 **Misc Shop Supplies Group 3**
Miscellaneous shop supplies.
- 1 **Platform Rest Bottom Base Group 1**
Platform rest, bottom base
- 1 **Chassis Spring Add Left Rear(Req. Art)**
Chassis Spring Additions:
* Build up left rear chassis springs to level vehicle.
- 1 **Pto (Muncie) For Automatic Transmission**
Power take off with indicator light for automatic transmission.
- 1 **Dot Inspection**
DOT Inspection.
- 1 **Set Chassis Parameters (Req'D)**
Set chassis parameters.
- 1 **Ecco Back-Up Alarm**
Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 **Rubber Wheel Chock Eye Bolt (Standard)**
Rubber wheel chocks with eye bolt.
- 1 **Grab Handle Set Three Point Contact**
Grab Handle set for three point contact.
- 2 **Mud Flap - Terex Logo (Standard)**



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Mud flap with logo.
Note: Trim As-Required.

1 Grounding Loop Kit (One Each)

Grounding Loop Kit:
* Consists of (2) grounding copper rings located one at front and one at rear.

1 Bed Mount Lt Series (105227-102658)

Boom rest.

1 Peterson 7-Lamp Led Kit Fmvss Dot

Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Includes lighted License Plate Area
* Note: Includes Clearance Lights if Applicable to application.

2 Kit 4 Amber Led Strobe Light/Guard(Std)

Amber strobe light (LED) with 4 inch tall and 6 inch diameter lens and branch guard.

1 Hook up chassis provided brake controller

1 Pintle Hook 2 Ball Combination Bh82000

BH82000 Combination Pintle Hook And 2 Ball:
* Safety chain eyes.
Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes.

1 Icc Rear Bumper

ICC rear bumper.

1 7-Prong Trailer Socket(Combined)Med Dty

7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.

* Hook up chassis supplied brake controller.

1 Front Timbrens - Rubber Stabilizers

Timbren rubber stabilizers installed on axle.



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Unit: LT40

1 Torsion Bar Rear

Torsion bar stabilizer for rear axle.

1 Oil Tank Mounting (Req For External)

Oil tank mounting for external reservoirs.

18 Hydraulic Oil - General Purpose

Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit 5# Fire Extinguisher-Abc(Std)

Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Chassis Supplied Camera

Chassis supplied back up camera.

1 Paint Body Floor With Non-Skid Paint

Paint body floor with non-skid paint.

1 Paint Compartment Top Non-Skid Paint

Paint compartment top with non-skid paint.

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.

2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).

3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.

4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.



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5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

Steel	Service	Body
Terex		
108 Inches Long x 40 Inches High x ,94 Inches Wide		
Chassis Cab to Axle (CA) of 60 Inches		
- Bodies with one set of jack legs to have lifting eye and body shipping stands - 16 gauge front bulkhead – Ship loose (unless specified) - Wheel chock holders are to be installed ½" forward and ½" rearward of cutout - All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover		
Body Dimensions:		
108	Inches - Body Length	
40	Inches - Body Height	
94	Inches - Body Width	
60	Inches - Chassis C/A	
40	Inches - Compartment Height	
18	Inches - Compartment Depth	
58	Inches - Load Space Width	
24	Inches - Top of Body to Top of Floor Dimension	
18	Inches - Horizontal Compartment Height	
None	Inches - Wheel Box Height	
Body Materials:		
16 ga Galvanneal	- Main Body Material	
12 ga 4-Way Treadplate	- Compartment Tops Material	
14 ga Galvanneal	- Wheel Panels Material	
14 ga Galvanneal	- Front Bulkhead Material (Bolted on)	
18 ga Galvanized	- Shelving Material	
Adjustable on Dual Unistrut	- Shelving Mounting Style	
	#31026 unistruts	
	OPTIONS	
No	- Front Rock Guards Material	
No	- Wheel Well Liners Material	
No	- Bed Area Wall Liners Material	
Other Body Details:		
Door Materials:		
Standard, Double Panel	- Door Type	
18 ga Galvanneal	- Inner Door Material	
18 ga Galvanneal	- Outer Door Material	
- #30021 - 5/16" stainless steel door hinge rods - #2788 - Stainless end door hinge blocks - #2786 - Stainless center door hinge blocks		
Chain	- Vertical Door Holder Option	
	- #30238 chain stops on vertical doors	
Chain	- Horizontal Door Holder Option	
	- #30719 chain stops on horizontal doors (excluding hotstick door)	
	- Chains to stop drop down doors at 135 degrees	
Single Point Rotary (Stainless Steel Latch Type		
	Keyed Alike	- Lock Type
	- Wrap Around Striker with Rounded Corners	
Other Door Details:		
- Wrap Around door striker brackets		
Floor and Understructure:		
12 ga (.109) 4-Way Treadplate	Bed Area Floor Material	
LT40	- Unit Cutout in Floor	
Full	- Body Frame Style	
Structural	- Body Frame Material	
6 Inch	- Body Frame Height	
- Boom Rest Support plates installed in frame of body and tailshelf		
Subframe Installation:		
- Install customer supplied LT40 Insert in frame PN#484174 - Weld in with five (5) 1/4"x5-1/4" triangle gussets - Five (5) 1/4"-20x1-1/4"L stainless steel bolts inserted through holes in front flat (weld head side only) - Two (2) 1/4"-20x1-1/4"L stainless steel bolts inserted through holes in aft-axle flat (weld head side only) - One (1) 1/2"x24"x18" steel plate w/ two (2) gussets welded to frame for boom rest - One (1) 1/2"x30.5"x24" steel plate welded to frame for boom rest		
Accessories:		
- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs) - Automotive Bulb Weatherstripping (PN# 30132) (Installed) - Master Door Lock, Hook and Loop System on Both Sides with Two (2) Spring Loaded Door Handles - Curbside handle located at front of body, Streetside handle located at rear of body - One (1) Fuel Filler Cutout in Rear Streetside Only of Fender Panel - Mud Flap brackets 36227IH and a custom flat. See print - Two (2) - 3/4" Light holes cut out at front of body - One each side - Two (2) 31488 decal stickers installed. One (1) S/S 1st vertical door, and one (1) C/S 1st vertical door - see print - One (1) ID Tap 30176 installed on front S/S compartment - see print - Two (2) 30012 (1/4"x2") steel flats welded on underside of S/S Top - see print		
Interior Lighting:		
- L.E.D. Rope Lights (PN# 30811) in All body Compartments; (Installed) - Excludes Top Mounted Boxes and tailshelf compartments		

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White DWS9-20001; PC0020
 - Paint the Complete Bed Area Same as Body
- No paint (raw steel) on these surfaces of the LT40 wrapper #484174
- Top horizontal surface of all (8) vertical cylinders
- Interior surface of all (8) vertical cylinders
- End most 12" of the flat portion of the bottom surface of the (2) 6" x 3" cross tubes with cylinder holes (see detail below)

Streetside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 40" High x 18" Deep Compartment
 - Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Five (5) Adjustable Dividers
- (#36215IH shelves)
(#36212IH dividers)

Horizontal Compartment:

- 54" Wide x 18" High x 18" Deep Compartment
- Unistrut on side walls
- Vacant / Open Compartment

Rear Vertical Compartment:

- 24" Wide x 40" High x 18" Deep Compartment
 - Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Four (4) Adjustable Dividers
- (#36215IH shelves)
(#36212IH dividers)

Streetside Hotstick Shelf:

- 108" Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
 - Stainless Steel Automotive Rotary Type Door Latch
 - Stud Mounted Latches to Have Hidden Fasteners Inside the Door
 - Striker Installed in Door Frame for Maximum Opening
 - Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners
- #30314 plywood back stop
- (2) #30134 edge trim 7"L strips

Curbside Compartmentation:**1st Vertical Compartment:**

- 30" Wide x 40" High x 18" Deep Compartment
 - Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- (#36163IH rail)
(#31134 hooks)

Horizontal Compartment:

- 54" Wide x 18" High x 18" Deep Compartment
 - Unistrut on side walls
 - (1) Divider tray with
 - (8) adj. dividers on btm
- (#36174IH tray)
(#36226IH dividers)

Rear Vertical Compartment:

- 24" Wide x 40" High x 18" Deep Compartment
 - Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- (#36162IH rail)
(#31134 hooks)
- Grounding cable bracket welded to back wall - see print

Load Area Tailboard: (Installed)

- 4" Galvaneal Tailboard with Welded Solid Brackets (Installed)
 - Cutout in center for removal and install
 - Located in the Load Area
 - 1/4" x 2-1/2" Zinc Square Single Wire Snapper Pin PN# 31148 Pin with Lanyard 31118
 - Painted same as body

Tailshelf:

- 12 Ga. treadplate tailshelf 36 inches long X 94 inches wide x 6 inches high.

Curb Side Access 20" Wide Recessed in Tailshelf on Curbside

- Gripstrut access steps to bed area with
 - 12 gauge galvaneal risers and side kickplates.
- One (1) Low profile grabhandle 100473 bolted to top of CS compartment
- One (1) Terex PN# 6151691 Mini pool type grabhandle installed at side access
- One (1) Rubber Belt type access step under the side access steps. (Ship loose)
- To have a 1/4" x 4" flat added to bottom of step for mounting cable step

Tailshelf Rear Lighting:

- PN# 36120 tube lightbar installed at rear of tailshelf NO LIGHTS
- Light cutouts but No lights
- Lightbar end caps #361321

Wheel Chock Storage:

- Two (2) wheel chock holders installed on Curbside
- Include pendulum retainers

Prepared for: Nathan Weber

Terex Utilities
Prepared by: Amber Brashears
01/28/2026



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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

As Configured Vehicle

Code	Description
Base Vehicle	
F5H	Base Vehicle Price (F5H)
Packages	
660A	Order Code 660A Includes: - Transmission: TorqShift 10-Speed Automatic Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port. - Ford Connectivity Package (1-Year Included) Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking. Includes: - Dual 68 AH/65 AGM Battery - 250 Amp Alternator
44G	Transmission: TorqShift 10-Speed Automatic Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.
X4L	Limited Slip w/4.30 Axle Ratio
68H	GVWR: 19,550 lb Payload Plus Upgrade Package 2 Not available in California. Ford is restricting sales of 6.7L Diesel (99T) on F-550 with Payload Plus Upgrade Package 2 (68H) to customers for registration outside of California. Includes upgraded frame, upgraded rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.

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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

As Configured Vehicle (cont'd)

Code	Description
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i>
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communication & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>
63C	Aft-Axle Frame Extension

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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

As Configured Vehicle (cont'd)

Code	Description
	42.4" aft-of-axle frame extension increases AF dimension to 89.4".
41H	Engine Block Heater
86M	Dual 68 AH/65 AGM Battery
67E	250 Amp Alternator
18B	Platform Running Boards
872	Rear View Camera & Prep Kit
	Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.
52B	Trailer Brake Controller

Fleet Options

FLADCR	Fleet Advertising Credit
WARANT	Fleet Customer Powertrain Limited Warranty
	Requires valid FIN code.
	Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50-State Emissions System
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Exterior Color

Z1_01	Oxford White
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat
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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 34,000 lbs.**
- Front brake diameter: 15.4"
- * **Vehicle body length: 272.9"**
- Vehicle body height: 82.6"
- Vehicle turning radius: 21.2"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 34,200 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 145.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- * **Axle to end of frame: 89.4"**
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Black fender flares
- Black door handles
- * **Chrome front bumper**
- * **Body-coloured front bumper rub strip**
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- * **LT225/70RS19.5 AT BSW front and rear tires**
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- * **Black grille with chrome accents**
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- * **Keyfob remote vehicle start**
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls

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Terex Utilities

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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- * **Front fog lights**
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- Ford Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports



2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * Rear mounted camera
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

* Curb weight	7,582 lbs.	* Rear curb weight	3,079 lbs.
* GVWR	19,550 lbs.	* Payload	11,870 lbs.

Trailer Weights

* Fifth-wheel towing capacity	34,000 lbs.	* Gooseneck towing capacity	34,200 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,503 lbs.	* GAWR front	5,600 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	5,600 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	15,000 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.5"
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Exterior Measurements

* Vehicle body length	272.9"	Vehicle body width	80.0"
Vehicle body height	82.6"	Wheelbase	145.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.9"	* Rear frame height unloaded	36.3"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	21.2'	Cab to axle	60.0"

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Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Rear tire outside width	93.9"	* Axle to end of frame	89.4"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

Interior Measurements

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
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Interior Volume

Total passenger volume	64.6 cu.ft.
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Headroom

Headroom first-row	40.8"
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Legroom

Leg room first-row	43.9"
--------------------	-------

Shoulder Room

Shoulder room first-row	66.7"
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Hip Room

Hip room first-row	62.5"
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Powertrain

Engine

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
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Alternator

* Alternator amps	250A	* Alternator type	Heavy-duty alternator
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Battery



2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Battery amps 68Ah
Battery rating 750CCA

* **Battery type** **Dual lead acid battery**
Battery run down protection Battery run down protection

Engine Extras

* **Block heater** **Engine block heater**
Auxiliary power take-off Auxiliary power take-off

Radiator Radiator
* **Engine retarder** **Engine retarder system**

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission
First gear ratio 4.615
Third gear ratio 2.132
Fifth gear ratio 1.519
Reverse gear ratio 4.695
Eighth gear ratio 0.851
Tenth gear ratio 0.632
Selectable mode transmission Selectable mode transmission
Transmission oil cooler Transmission oil cooler

Transmission electronic control Transmission electronic control
Lock-up transmission Lock-up transmission
Second gear ratio 2.919
Fourth gear ratio 1.773
Sixth gear ratio 1.277
Seventh gear ratio 1
Ninth gear ratio 0.687
Stall ratio 1.97
Sequential shift control SelectShift Sequential shift control
PTO transmission provision PTO transmission provision

Drive Type

4WD type Part-time 4WD

Drive type Four-wheel drive

Drivetrain

* **Axle ratio** **4.3**

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

* **Fuel type** **diesel**

Fuel Tank

* **DEF capacity** **7.20 gal.**

Fuel tank capacity 40.00 gal.

Drive Feature

* **Limited slip differential** **Mechanical limited slip differential**
Locking hub control Auto locking hub control

Traction control Driveline managed traction control
Transfer case Electronic transfer case shift

Fuel Economy and Emissions



2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Fuel Economy

*Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar Suspension type rear Leaf spring rear suspension
*Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

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Terex Utilities
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01/28/2026



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Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Front wheels diameter	19.5"	Front wheels width	6"
<i>Rear Wheels</i>			
Rear wheels diameter	19.5"	Rear wheels width	6"
<i>Front And Rear Wheels</i>			
Appearance	argent	Material	steel
<i>Front Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
*Tread	AT	Type	LT
Width	225mm	*Front wheel - RPM	645
<i>Rear Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
*Tread	AT	Type	LT
Width	225mm	*Rear wheel - RPM	645

Body Exterior

<i>Trailer</i>			
Towing wiring harness	Trailer wiring harness	*Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		
<i>Exterior Features</i>			
Number of doors	2 doors	*Running boards	Running boards
Front splash guards	Front splash guards		
<i>Body</i>			
Body panels	Aluminum body panels with side impact beams		
<i>Mirrors</i>			
Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
<i>Tires</i>			
Front tires LT load rating	G	Rear tires LT load rating	G
<i>Wheels</i>			
Dual rear wheels	Dual rear wheels		

Convenience



2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Door Locks

Door locks ... Power door locks with 2 stage unlocking
All-in-one key ... All-in-one remote fob and ignition key

Keyfob door locks ... Keyfob activated door locks
Auto door locks ... Auto-locking doors

Cruise Control

Cruise control ... Cruise control with steering wheel
mounted controls

Key Fob Controls

* Fob remote vehicle controls ... Keyfob remote
vehicle start

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ... Power door mirrors
Heated door mirrors ... Heated driver and passenger
side door mirrors

Folding door mirrors ... Manual folding door mirrors

Front Side Windows

First-row windows ... Power first-row windows

Overhead Console

Overhead console ... Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets ... 2 12V power outlets

Rear Windshield

Rear windshield ... Fixed rear windshield

Storage

Number of beverage holders ... 6 beverage holders
Glove box ... Illuminated locking glove box
Instrument panel storage ... Instrument panel covered
bin

Beverage holders ... Front beverage holders
Illuminated glove box ... Illuminated glove box
Dashboard storage ... Dashboard storage

Windows Feature

One-touch up window ... Driver and passenger one-
touch up windows

One-touch down window ... Driver and passenger one-
touch down windows

Miscellaneous

Trip computer ... Trip computer
Upfitter switches ... Upfitter switches

PRND in IP ... PRND in IP
Accessory power ... Retained accessory power

Prepared for: Nathan Weber

Terex Utilities
Prepared by: Amber Brashears
01/28/2026



Rush Truck Center, Orlando | 2350 Diversified Way Orlando Florida | 328044707

2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 625 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material



2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

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Selected Equip & Specs (cont'd)

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio . . . SYNC 4 voice activated audio controls

Speed sensitive volume Speed sensitive volume
Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer
Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation display Digital/analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display
Clock Digital clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
* Turbo gauge Turbo/supercharger boost gauge
Gauge cluster display size (inches) 4.20
* DEF fluid gauge . . Diesel exhaust fluid (def) gauge

Transmission temperature gauge . . Transmission fluid temperature gauge
Engine/electric motor temperature gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning

Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder



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Selected Equip & Specs (cont'd)

Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

* Low diesel exhaust fluid (DEF) warningLow diesel
exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlightsAutolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Lights

Running lights Daytime running lights
* Fog lights Front fog lights
Perimeter approach lighting Remote activated
perimeter approach lighting

Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air
pressure warning

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Variable panel light ... Variable instrument panel light

Interior courtesy lights ... Fade interior courtesy lights
Clearance lights Cab clearance lights

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Internet Access

Internet access Ford Connect 5G mobile hotspot
internet access

USB Ports

USB ports 2 USB ports

Smart device integration Smart device wireless
mirroring

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag

Number of airbags 6 airbags

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Selected Equip & Specs (cont'd)

Front impact airbag passenger Cancellable front
passenger air bag
Front side impact airbag passenger Seat mounted
side impact front passenger airbag

Front side impact airbag driver Seat mounted side
impact driver airbag
Overhead airbags Safety Canopy System curtain first-
row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable
seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with
Automatic Emergency Braking (AEB) forward
collision mitigation

Cameras

*Rear camera Rear mounted camera

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty 60 months/100,000 miles

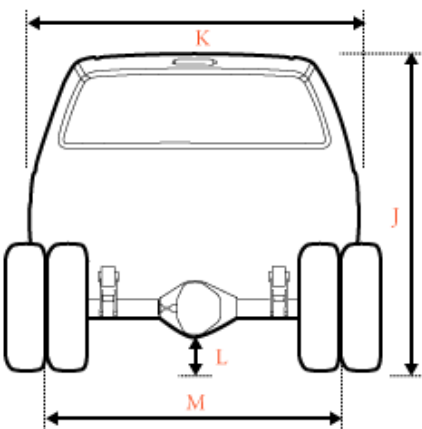
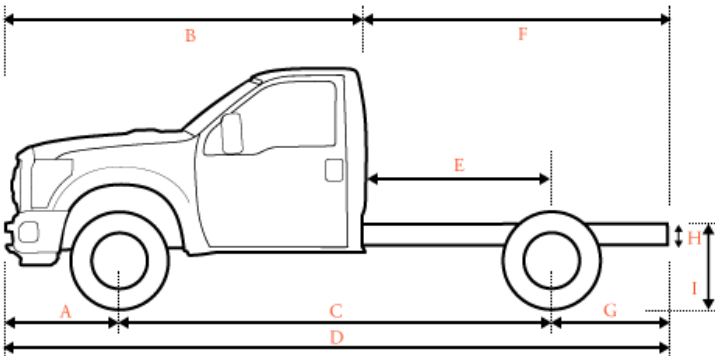


2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

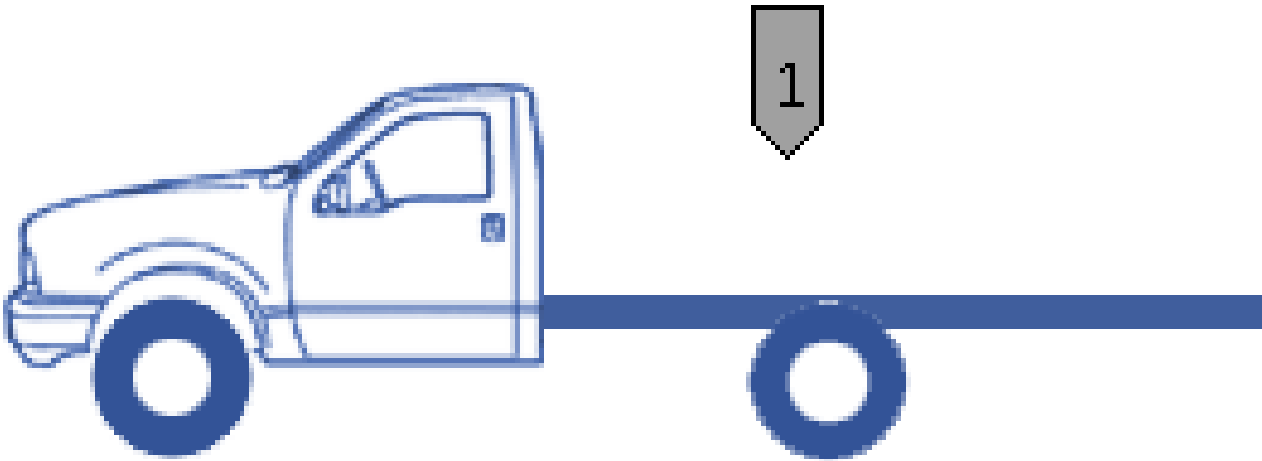
A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	272.90 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	149.40 in.
G	Rear Axle to End of Frame (AF)	89.40 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	36.30 in.
I	Rear Frame Height Loaded	29.90 in.
J	Cab Height	82.60 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.50 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.



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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,503 lbs	3,079 lbs	7,582 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	797 lbs	11,477 lbs	12,274 lbs
TOTAL	5,600 lbs	14,706 lbs	20,306 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	5,600 lbs	14,706 lbs	19,550 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	5,600 lbs	15,000 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.26 %
Start grade capability in reverse	4.70	15.00 %	58.25 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.72 %
Maximum grade in 9th gear	0.69	3.00 %	8.65 %
Maximum grade in 10th gear	0.63	3.00 %	7.96 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 123 hp			
Cruise Speed		60 mph	79 mph
Engine RPM at desired cruise speed			1,753 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (645 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,550 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,550 lbs
Tire size:	225/70R19.5 (645 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface:	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.89 ft²	Drag Coefficient:	0.80
Cruising RPM:	2,300 rpm		

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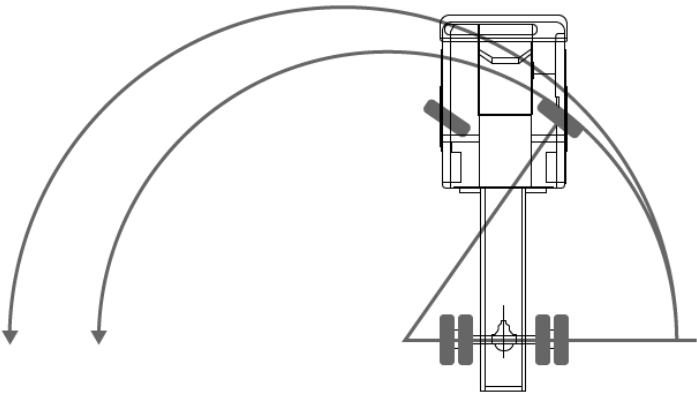
2026 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

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Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius 21.25 ft





CONTRACT EXTENSION

Contract Number: 110421-TER

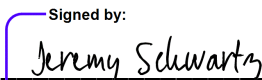
Sourcewell	and	Terex
202 12th Street Northeast		500 Oaktown Road
P.O. Box 219		
Staples, MN 56479		Watertown, South Dakota
(Sourcewell)		(Vendor) 57201

have entered into Contract Number: 110421-TER
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD3A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

8/27/2025 | 7:52 PM CDT

Date

DocuSigned by:

EBF11B993A72423...

Authorized Signature

Stephanie Evans

Name

Commercial Business Manager

Title

9/2/2025 | 6:19 AM PDT

Date

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex Utilities, Inc., 3140 15th Avenue SE, Watertown, SD 57201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier's Limited Product Warranty is applicable to all Equipment, Products, and Services provided.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities under this Contract. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Except to the extent of the negligence or willful misconduct of the respective indemnitee, Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any potential liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

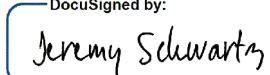
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

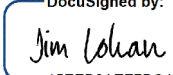
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

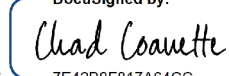
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 2:15 PM CST

Terex Utilities, Inc.

DocuSigned by:

By: 15EEB2AEF7BC437...
Jim Lohan
Title: VP Sales and Marketing
Date: 2/1/2022 | 5:37 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/1/2022 | 7:41 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Terex Utilities

Does your company conduct business under any other name? If yes, please state: Terex Utilities, Inc., Terex Services, Terex USA LLC, Terex GmbH

Address: 3140 15th Avenue SE
Watertown, South Dakota 57201

Contact: Michael Lenling

Email: michael.lenling@terex.com

Phone: 940-704-9146

HST#:

Submission Details

Created On: Monday October 25, 2021 10:54:07

Submitted On: Thursday November 04, 2021 12:54:24

Submitted By: Michael Lenling

Email: michael.lenling@terex.com

Transaction #: bf572454-f3b5-451c-8873-bb6be1574db5

Submitter's IP Address: 165.225.217.48

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Terex Utilities, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Terex USA LLC, Terex GmbH	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Terex Utilities, Terex Services, Terex USA LLC, Terex GmbH	*
4	Proposer Physical Address:	3140 15th Avenue SE Watertown, SD 57201	*
5	Proposer website address (or addresses):	www.terex.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim Lohan VP Sales and Marketing 3140 15th Ave SE, Watertown, SD 57201 jim.lohan@terex.com (612) 730-6927	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Lenling Territory Sales Manager 3155 S Burleson Blvd, Burleson, TX 76028 michael.lenling@terex.com (940) 704-9146	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Evans Sales Operations Manager 3140 15th Ave SE, Watertown, SD 57201 stephanie.evans@terex.com (605) 882-5604 Michele Laurie Technical Support Manager 3140 15th Ave SE, Watertown, SD 57201 michele.laurie@terex.com (605) 884-3837	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Terex Utilities, founded in 1945 with the advent of the groundbreaking Tel-E-lect digger derrick, has been rooted in the growth and maintenance of this nation's utility infrastructure for well over 70 years. We've seen the good times and the bad and through it all, we've been there for you. We've listened to you when you've approached us with problems that you run into during your daily operations and have turned them into workable solutions for you...throughout your good times and your bad times. Now, as we're traveling together into the 21st century, we are proud to be a part of the next exciting phase of providing you with state-of-the-art solutions steeped in the tradition of those people that built the power and communication grid...hard-working and inventive. Digger Derrick Development The 50's and 60's saw three innovations were introduced that are still in use today - the Rite-Way auger storage bracket. PG (pole grabbing) winch, and the hydraulic collector block. With the latter, for the first time digger derricks could rotate continuously and without restriction making them a much more versatile machine. The Telecon (TElect ECONomy) was introduced which allowed a digger to be mounted on a smaller, lighter and more maneuverable chassis. The Commander I Series digger derrick was developed featuring two innovations that are still used as the standard today, box constructed booms and dual lift cylinders. Also we developed and introduced the first fiberglass third section built to eliminate pin-on third sections. We can't rest on our laurels however, and we're continuing to lead innovations today. Aerial Device Development The 70's, 80's and early 90's saw us broadening our equipment offerings to include aerial devices. The first was named the "Zip Boom" family and consisted of a telescopic aerial and a articulated aerial. A unique fiberglass boom manufacturing process was developed resulting in the Tele-Glass boom. 1992 was a pretty big advancement for us in the aerial device product category as we added one of the best known names to our family - Hi-Ranger. The name still arouses passion and continues to be used as a model designation for all of our aerial devices today. Right on the heels of that announcement was the introduction of the hydraulic lift which allowed aerial devices to add height to the working envelope without adding additional boom length by elevating the complete aerial device 15' higher. We've since added different configurations and heights which gives our products exceptional flexibility. And, of course, we're not done! Auger Drills & Auger Tooling Development We continue to develop our business from the ground up. Not only product development but through research, design, safety and our service channels. As with the recent addition of Auger Drills and Auger Tooling, we continue to expand into markets for continued growth. Compact and powerful Terex Auger Drills offer a wide range of drill speeds and the highest drill torque per class. In addition, Terex offers a vast line of auger tools for hard rock, dirt, and high production drilling, as well as coring systems, pilots, bits, hubs, boring heads, and shank plates. Today, we operate around the globe and we are properly positioned to help you even more. With our products, our innovations and our commitment to being right beside you, we look to partner with you into the next century . . . and beyond! Terex Utilities works for you by listening, responding and delivering solutions with speed. We understand your challenges. We have a diverse team of people who are committed to delivering reliable equipment to you. We work to develop innovative technology and services quickly. All of this is in an effort to find solutions that allow you to work more efficiently. Terex Way Values - Integrity - Respect - Improvement - Servant Leadership - Courage - Citizenship
10	What are your company's expectations in the event of an award?	Terex will provide a quality product, with support and service after the sale.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	NYSE ticker symbol: TEX https://investors.terex.com/investor-relations/financial-reporting/annual-reports/default.aspx Terex-Corporation-2020-Annual-Report Form 8-K
12	What is your US market share for the solutions that you are proposing?	35%
13	What is your Canadian market share for the solutions that you are proposing?	30%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Manufacturer / Service Provider Terex Utilities is a leading manufacturer of utility equipment. We are also a large provider of service and parts for the utility equipment industry. We have a network of Account Managers across the majority of the United States with the exception of New England States and Florida. In these two areas we work through a third party distributor. The Account Managers covering the majority of the United States are our team members.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None are required. ISO 9001:2015. We are certified through June of 2024.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Forbes' "The Just 100: America's Best Corporate Citizens in 2016!" Arbor Age A+ New Products Award for the XT PRO Series of Tree Trimmers Construction Equipment Top 100 Winner for the Hi-Ranger LTM Series	*
19	What percentage of your sales are to the governmental sector in the past three years	15%.	*
20	What percentage of your sales are to the education sector in the past three years	less than 5%.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently only hold a contract with Sourcwell but are exploring other cooperative purchasing options. While exact sales dollars is confidential, cooperative purchasing has increased incrementally each of the last 3 years. Over the last 3 years, our Sourcwell utilization has increased 68% from 2019-2020, and from 2020-2021 an increase of 59%. Total utilization increase from this period of 2019-2021 is almost 2.5x.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Texas Tollway Authority	Floyd Spencer - Fleet Manager	(214) 224-2268	*
CoServ	Tim Meyer - Fleet Manager	(940) 368-9294	*
Rusk County Electric Coop	Jim Dickeson - Operations Superintendent	(903) 646-3042	*
Seattle City Light	Dustin Atkin	(206) 459-3446	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Seattle City Light	Government	Washington - WA	Supplied and supplying distribution aerial and digger derrick devices.	undisclosed / confidential.	undisclosed / confidential.	*
Washington State DOT	Government	Washington - WA	Supplied and supplying distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Tennessee Valley Authority	Government	Tennessee - TN	Supplied transmission aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
City of Tallahassee	Government	Tennessee - TN	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*
Los Angeles Department of Water and Power	Government	California - CA	Supplied distribution aerial devices.	undisclosed / confidential.	undisclosed / confidential.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Terex Utilities, along with distributors and rental partners Commercial Truck Equipment, JA Kiley Company, NESCO, Ring Power, Scott Powerline, Custom Truck One Source (CTOS) and Wajax continue to create the most comprehensive sales, rental and service offerings across North America for electric utility customers.	*

26	Dealer network or other distribution methods.	Our combined investments have an expansive network with a footprint of 20 factories and final-stage manufacturing locations, 60 service centers and 240 mobile hydraulic technicians – all working together to support our customers with shorter lead times on new equipment, outstanding rental availability, and the right parts and service support when and where they need it. We are committed and engaged with our partners to listen, understand and quickly provide innovative solutions for electric utility customers.	*
27	Service force.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Direct orders will be handled by Terex. Once the opportunity has been quoted and the customer approves to move forward, the Terex Territory Sales Manager (TSM) will receive a PO and/or signed Coversheet (1st page of quote) from the customer. The TSM will then submit the order internally for processing. Once the order has been processed, a Sales Order Acknowledgement will be created internally and provided to the TSM who will then pass this document to the customer. If the order comes from a Terex Dealer Partner, the order will be processed thru that respective dealer and Terex will be notified that the Sourcewell contract was utilized	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts. From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcewell participating entities and non-participants in the United States and Canada. Terex TSM's, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity. Our dealer network in Canada has been an extension of Terex Utilities for many years. In 2018, Terex added two new factory dealer representatives covering Canada. Both of these representatives are familiar with the Sourcewell process and have been instructed to promote Sourcewell for the Canadian market as well.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our sales and service network covers from coast to coast in the US and all the population centers of Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Terex will fully serve all Sourcewell participating entity sector customers throughout the entire United States and through our dealer partners both in the United States and Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Third parties are utilized for both Hawaii and Alaska. Hawaii DMS Diesel Repair, LLC 24 Railroad Ave Hilo, HI 96720 Alaska Seaside Diesel Repair 5741 Concrete Way Juneau, AK	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Marketing strategy would be to assign ownership to an Account Manager who would take the lead role and provide direction to other Sales people located in areas where we expect to have the most interaction.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Terex Utilities currently has a Twitter account (www.twitter.com/TerexUtilities), a Facebook account (www.Facebook.com/TerexUtilities), and also a LinkedIn account (www.linkedin.com/company/terexutilities/). Each outlet is used to post articles and information about our products and services. Another tool we use is Pardot, which allows us to create, deploy and manage online marketing campaigns. Through our utilization of Pardot and Salesforce, we are able to drive greater results from service and equipment marketing campaigns.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is currently part of our municipal and coop sales strategy. In every case possible we promote the value and simplicity of using Sourcewell to speed up or eliminate the bid process. In many cases we can convert the customer from going out to bid and use Sourcewell as a resource. Due to Sourcewell flexibility we have converted opportunities from using other state contracts to Sourcewell as well.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Replacement Parts for Terex Utilities are available for purchase through an online e-commerce platform shared with our AWP (Genie) division. Customer's with (B2B) or without (B2C) an account for either product line can be setup with online access. This provides live price and availability and access to placing orders from our parts catalog through both of our North American distribution hubs (Southaven, MS & North Bend, WA). The system also offers access to shipment tracking and invoicing. Accounts can also be configured to receive email acknowledgements and shipping confirmations to the individual that placed the order. www.myparts.terex.com (B2C) www.parts.terex.com (B2B)	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Terex offers onsite unit specific mechanic training tailored to the needs of the customer. We also offer operator training ranging from unit in-services to our Digger Derrick and Aerial Device Edge Operator Safety Training Programs. We also offer an extensive online course selection which includes: Aerial Inspections, Digger Derrick Inspections, Dielectric Testing, Driver Safety Training, Hydraulic Troubleshooting, Aerial Edge Operator Safety Training and Digger Derrick Operator Safety Training programs. Additionally we also offer Tech-Tips which take a technician step-by-step through numerous maintenance procedures on our public website.
40	Describe any technological advances that your proposed products or services offer.	Terex builds its reputation on reliability and not just having technological advances but making those technologies robust enough for the environment they are applied into. It is easy to make technological advances it is harder to make them reliable able to stand over time. That is where Terex excels. Terex continues to offer product innovations for safety, performance, green energy, and maintenance.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Terex has been down the road of high cost highly complex "Green" technology that provides very little theoretical payback and many times a net negative payback in actual practice. Terex has evolved in our outlook on "Green" Initiatives and in 2015 began developing the HyPower IM system. The HyPower IM system utilizes plug in battery power to do what batteries do best, eliminate idle, but relies on the engine for it to do what it does best and that is move the truck and booms. Terex realized a lower cost, lower weight, less complex system could be developed which eliminated a large part of the fuel burn and carbon emissions as well as noise in the duty cycle of equipment used in utility applications. It was developed around the simple idea of providing the customer the most advantages for the least cost and complexity and achieving a balance which would actually provide an economic benefit for the customer. In 2017 Terex made the decision that it would be the only "Green" system we would offer our customers going forward. In 2019, Terex partnered with Viatic to offer a new version of the HyPower system that operates completely independent from the chassis engine. The latest HyPower system can be upgraded with a variety of charge options and battery sizes. This new system provides real time feedback to the operator for idle hours mitigated, battery life, emissions saved. Terex opened a new manufacturing facility in 2020 that includes an onsite storm water treatment basin and drought resistant plantings, which include approximately 2,000 perennials and shrubs and prairie grass that is supportive of storm water infiltration and pollinator habitat. The new facility also utilizes LED fixtures, which have around 54% energy savings and LED Site poles, with around 70% energy savings. Terex works to meaningfully reduce waste and foster a culture of conservation. We continually work to identify waste reduction, recycling and re-use opportunities.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Terex Utilities is committed to providing accredited diverse business enterprises ("DBEs"), such as women, minority and service-disabled veteran owned businesses, maximum practicable opportunity to participate in providing products and services to Terex Utilities. By diversifying our supplier base, we enhance competition and innovation among our suppliers, which helps us to provide our customers with safe, reliable, and market competitive products. Terex Utilities has set a 5% goal on average for spending with DBEs. Terex Utilities achieves this goal through a supplier selection process focusing on local businesses, businesses in close proximity to our manufacturing facility, national DBE public web sites, and those suggest by our customer base.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Terex equipment is unique in that we traditionally have not cut corners when it comes to designing our equipment. Our welded derrick boom sections are the hardest boom in the industry to fabricate but provide the strongest strength to weight ratio. The same can be said for our rectangular, tapered fiberglass booms. All of our fiberglass booms are designed to maintain a strong bond with the steel which means they are many times stronger than required to meet industry required safety factors. This cost more money and takes more time but provides a much superior product that will maintain bonding and strength for the life of the equipment when used as designed. This has been the way our products have designed and built going back to the 1950's and a proud tradition we carry on today.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our models are designed with intended use. If damage looks to be outside of normal use/wear and tear, communication is started with the customer to come to a resolution. See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard warranty coverage includes 90 days of travel time and mileage, initiating at time of equipment delivery or vehicle in-service.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Terex has both certified field services technicians and service branches and leverages the field service and branch support of our dealer partners.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	See uploaded reference document, "TUFM 1050 Limited Product Warranty 1" and "Terex Utilities, Terms & Conditions of Sale, U.S". For equipment and install related items, Terex will cover the warranty. For chassis related issues, the OEM is responsible to provide warranty service.	*
50	What are your proposed exchange and return programs and policies?	Terex does not accept returns or exchanges of equipment. If a situation arises where a potential issue occurs, the situation will be reviewed and resolved via offering product training, field service, branch service, technical assistance, and will work with the customer on a mutually beneficial solution.	*
51	Describe any service contract options for the items included in your proposal.	Terex proposes a discounted hourly labor rate of services provided by Terex Branch and Field Service Technicians, included as an option in the RFP. Please see the uploaded document, "2022 Sourcewell Hourly Labor Rates_".	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	For Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	We offer Finance and Leasing solutions thru our Terex Financial Services. We can provide loans, fair market value leases, TRAC or Split TRAC Leases, Capital Leases. See uploaded "Financial Solutions" pdf.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Quote includes a coversheet to be executed with signature, date, and total dollar amount. This quote also includes the terms and conditions. For a new account, customers will be required to provide a W9 and fill out a Customer Information Form. See uploaded documents, "Cover Sheet Example" and "Terex Utilities, Terms & Conditions of Sale, U.S".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Terex does accept the P-card procurement and payment process. The Sourcewell participating entity would be subject to a 2% for most P-Cards, but 3.25% for AmEx.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See provided pricing sheet for units and service.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage range of discount is 2-5% (not including chassis).	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	A Sourcwell discount has been applied to the sale price of the units indicated in the attached document.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We facilitate these requests by adding "open market items" based on cost plus percentage. A quote is provided for "open market items".	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Chassis pricing has been excluded from our pricing response due to challenges acquiring/availability of chassis and related chassis pricing in the current marketplace. PDI & FAI will be included in the "open market items" depending on when the request is made.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery included in the Sourcwell contracted price with exception to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional charges apply for delivery to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	Terex pricing offered in this proposal is based on specifications developed specifically for Sourcwell participating entities.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	When an opportunity is first opened, the account manager selects "Sourcwell" when inputting in the information triggering the RFQ to use our contract pricing. Terex has one point of contact when it comes to Commercial Terms and another coordinator that tracks the invoicing thru our CRM system. Our system and process has been effective and reporting has been consistently provided to Sourcwell each month and quarterly under the current contract.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcwell metrics are tracked through our internal CRM system that provides us information such as past history, # of new opportunities, win rate, and more.	*
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Terex proposes a 1% administrative fee to Sourcwell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Insulated Aerial Devices, Digger Derricks, Repair Service, and Inspections	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Terex Utilities can provide multiple types of equipment and services to Sourcwell members. We are a dealer for multiple service body manufactures and can upfit these at multiple locations across the US and Canada. We also tailor a service and inspection programs to maintain a safe operating fleet.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Telescopic, articulated, and boom aerial lifts, buckets, and platforms.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Digger derricks	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Digger derricks and auger tooling for various drilling conditions.	*
73	Utility locating equipment	☐ Yes ☒ No	N/A	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Repair Services, Equipment Remounts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing](#) - Pricing.zip - Thursday November 04, 2021 11:50:37

[Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 01, 2021 14:01:06

[Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Monday November 01, 2021 14:02:47

[WMBE/MBE/SBE or Related Certificates](#) - DBE figures YTD 2021.xlsx - Wednesday November 03, 2021 10:08:31

[Warranty Information](#) - TUFM 1050 Limited Product Warranty 1.pdf - Sunday October 31, 2021 20:19:04

[Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday November 01, 2021 14:04:40

[Upload Additional Document](#) - Terex Supporting Documents.zip - Monday November 01, 2021 14:06:25

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Lenling, Territory Sales Manager, Terex Utilities, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1

**AMENDMENT #1
TO
CONTRACT #110421-TER**

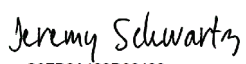
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Terex Utilities, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective February 1, 2022, through December 27, 2025 (Contract).

Supplier has updated its pricing terms, found in Line Item 60 under "Table 11: Pricing and Delivery." The first sentence of Line Item 60 is deleted in its entirety and replaced with the following:

All chassis provided as sourced equipment will be cost plus 5% based on the cost at the time of the quote. Any changes in the chassis price due to model year changes or additional surcharges will be passed on to the customer at cost plus 5% as stated above.

Except as amended above, the Original Agreement remains in full force and effect.

So DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 8/1/2023 | 8:57 PM CDT

Te DocuSigned by: ..

By: 15EEB2AEF7BC437...
Jim Lohan, VP Sales and Marketing

Date: 8/16/2023 | 8:40 AM PDT

Apr DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette, Executive Director/CEO

Date: 8/16/2023 | 10:42 AM CDT

LT40





AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: Information Technology

Contact: Nicholas Newell, Chief IT Officer

Agenda Item: Consider the purchase of a Scale Computing HC1450 Cluster, HyperCore software licensing, hardware warranty, and related services from Square3 IT through the Harris County Department of Education (HCDE) Cooperative Purchasing Program Contract No. 22/043KN-13 in the amount of \$134,531.43.

Type of Item: Action Item

Summary: The City's existing server infrastructure is approaching the end of its useful life and requires replacement to maintain the reliability, performance, and security of the City's information technology systems. This purchase was included as a budgeted expenditure in the FY2025-2026 Information Technology budget.

Staff is recommending the purchase of a Scale Computing HC1450 Cluster consisting of three (3) servers with HyperCore virtualization software, a three-year software license, three-year hardware warranty, and Zero Downtime Refresh services.

This equipment serves as the backbone of the City's technology infrastructure, hosting the systems that employees rely on every day, including financial management, utility billing, Municipal Court, email, file storage, network services, public safety applications, and other critical business operations. The new server cluster provides built-in redundancy, meaning the three servers work together to keep City systems operating even if one server experiences a hardware failure. It will improve performance, strengthen cybersecurity, enhance disaster recovery capabilities, and reduce the risk of service interruptions.

The equipment and services are being purchased from Square3 IT through the Harris County Department of Education (HCDE) Cooperative Purchasing Program Contract No. 22/043KN-13, satisfying the competitive procurement requirements of the Texas Local Government Code. The total purchase price is \$134,531.43, which includes the hardware, software licensing, warranty, and related services. Staff recommends approval.

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

Funding Account: 613-2505-00-4150 **Amount:** \$134,531.43 **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. Scale Hardware Quote

Recommendation: Move to approve the purchase of a Scale Computing HC1450 Cluster, HyperCore software licensing, hardware warranty, and related services from Square3 IT through the Harris County Department of Education (HCDE) Cooperative Purchasing Program Contract No. 22/043KN-13 in the amount of \$134,531.43.

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

We have prepared a quote for you

Scale 1450 Cluster & 3 Yr HyperCore

Quote # 013883

Version 1

Prepared for:

City of Alvin

Prepared by:

Square3 IT

Executive Summary



Contract Pricing

HCDE 22/043KN-13 | This price quotation is valid for HCDE/CP members in good standing.

Hardware Products - Tiered Production 1

Description		Price	Qty	Ext. Price
Scale Computing HC1450D  • XEON SP CPU 3X HDD 1 X NVMEHC1450D CHASSIS • 12C/24T 2.0GHZ 4000MT/SINTEL SILVER 4410Y (Qty 2) • DDR5 4800 MHZ RDIMM 32GB RAM (Qty 12) • 3.5IN U.2 NVME SSD15.36TB • 16TB 3.5IN SAS HDD 16TB 3.5IN SAS HDD (Qty 3) • INTEL E810-DA44-PORT 10/25GBE SFP28		\$25,237.19	3	\$75,711.57

Subtotal: \$75,711.57

Software and Service Products - Tiered Production 2

Description		Price	Qty	Ext. Price
SC//HYPERCORE - 24C-PS 3 YEAR LICENSE AND SOFTWARE 		\$17,854.40	3	\$53,563.20
3 YRS HW WARRANTY 		\$3,156.66	1	\$3,156.66
ZERO DOWNTIME REFRESH ADVANCED HARDWARE REFRESH 		\$700.00	3	\$2,100.00

Subtotal: \$58,819.86

Scale 1450 Cluster & 3 Yr HyperCore



Prepared by:

Square3 IT

Drew
979-297-1117
Fax 979-297-1498
drew.davenport@square3it.com

Prepared for:

City of Alvin

216 West Sealy
Alvin, TX 77511
Nicholas Newell
(281) 388-4206
nnewell@cityhall.cityofalvin.com

Quote Information:

Quote #: 013883

Version: 1
Delivery Date: 07/27/2026
Expiration Date: 08/24/2026

Your Selected Service

Description	Amount
Hardware Products - Tiered Production 1	\$75,711.57
Software and Service Products - Tiered Production 2	\$58,819.86

Total: \$134,531.43

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Square3 (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Customer are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

The terms and conditions identified on Exhibit A are subject to change at Provider's discretion. You should review these documents periodically and prior to entering into a new Order. You may access the current version of the terms and conditions at any time by visiting <http://square3it.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found at Exhibit A.

Square3 IT
City of Alvin

Signature:



Name: Drew Davenport

Title: Account Manager

Date: 07/27/2026

Signature:

Name: Junru Roland, City Manager

Date: 8/6/2026

Exhibit A

Agreement	Description
<u>Master Services Agreement</u>	General terms and conditions applicable to all Provider products and services.
<u>Service Attachment for Managed Services</u>	Core managed services including monitoring, remote management, and help-desk.
<u>Service Attachment for Compliance Services</u>	Consulting and advising regarding regulatory and legal compliance.
<u>Data Processing Agreement</u>	Data security and privacy agreement including statutorily required terms.
<u>Schedule of Services</u>	Descriptions of Services that Provider may offer if included in the Order.
<u>Service Level Objectives</u>	Targeted response times by tier of severity.
<u>Schedule of Third-Party Services</u>	Notice of third-party service providers and waiver of claims.



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: Finance

Contact: Michael Gibbs, Finance Director

Agenda Item: Consider the appointment of Crowe LLP as the City's auditing firm for the Fiscal Year ending September 30, 2026; and authorize the City Manager to sign the Auditor's Engagement Letter.

Type of Item: Contract/Agreement

Summary: Chapter 103 of the Texas Local Government Code requires cities to have records and accounts audited, and an annual financial statement prepared based on that audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. During FY24, the company merged with Crowe LLP, resulting in a firm with the same auditors but a different company name and more resources. Crowe is proposing a base estimated fee of \$67,930 for the City's FY26 financial statement audit, with an additional single audit one program base fee (if required) of \$4,830 for basic procedures and \$6,330 for each major program. A fee of \$5,850 is proposed for any TIRZ-related audit work that may need to be undertaken.

A "single audit" is additional auditing procedures that are required if the City expends over \$1,000,000 of federal (grant) funds in a fiscal year. The City will most likely not reach the single audit threshold.

By engaging Crowe for FY26, the City retains an audit firm that is extremely knowledgeable about the City's accounting and internal controls. Crowe's prior Fiscal Year Engagement Fees (FY25) were base audit fee: \$64,966 and for a single audit basic procedure: \$4,600. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 111-9001-00-3110 **Amount:** _____
211-9002-00-3110

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. Auditor Engagement Letter
-

Recommendation: Move to approve the appointment of Crowe LLP as the City's auditing firm for the Fiscal Year ending September 30, 2026; and authorize the City Manager to sign the Auditor's Engagement Letter.

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: ☒



Crowe LLP
Independent Member Crowe Global

9 Greenway Plaza #2100,
Houston, TX 77046
Tel +1 713 667 9147
Fax +1 713 667 1697
www.crowe.com

June 23, 2026

Mr. Junru Roland, City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511-2397

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to City of Alvin ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending September 30, 2026.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Client for the period indicated.

The component units will be audited as part of the audit of the financial statements of the Client as noted below:

1. Tax Increment Reinvestment Zone Number One: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone Number Two: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment Zone Number Three: Blended, No Separate Financial Statements
4. Kendall Lakes TIRZ Redevelopment Authority: Blended, Separate Financial Statements

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- Combining Statement(s) and Schedule(s)
- Budgetary Comparison Schedule(s)

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in

accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section
- Statistical Section

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

In the event that an audit in accordance with Uniform Guidance is not necessary as a result of spending less than \$1,000,000 in federal grant expenditures, the audit will be planned and performed in accordance with auditing standards generally accepted in the United States of America only.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have

identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial

statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill,

knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the Financial Statements of City of Alvin for the year ending September 30, 2026	\$67,930
Kendall Lakes TIRZ Redevelopment Authority	\$5,850
Single Audit – base fee	\$4,830
Single Audit – per major program	\$6,330

We will invoice you as our services are rendered. Generally, 30 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 70 percent during final fieldwork as work progresses. Accordingly, the fee will be split 30/70 between budget years.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$1,000,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to

year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$1,000,000 are expended. State single audit fees vary based on the number of major programs as defined by the State of Texas Single Audit Circular. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other

proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached “Crowe Engagement Terms,” and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions of this Agreement as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

City of Alvin

Crowe LLP

Signature

Junru Roland

Printed Name

City Manager

Title

8/6/2026

Date

DocuSigned by:
Stephanie Harris
6A4FB63810A34B5...

Signature

Stephanie Harris

Printed Name

Partner

Title

July 8, 2026

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe with information requested and to make available to Crowe any personnel, systems, premises, records, data, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed by the parties. Client agrees Crowe will have no responsibility for any delays in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is or becomes aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement or this Agreement in whole or in part.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing by the parties, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client's use of any Crowe Work Product (as defined below) will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes publicly available other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access information on a third-party cloud-based system including, without limitation iCloud, Dropbox, Google Docs, Google Drive (collectively, "Cloud Storage"), Client shall ensure that Client or such third-party is in compliance with all applicable laws, protecting the information in the Cloud Storage from any unauthorized access, including without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – Client may transfer information that can be linked to specific individuals who are Client's personnel or customers ("Personal Data") if such information is necessary to provide the Services. Crowe will process Personal Data as authorized by Client and permitted by applicable law.

Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, and (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law. To the extent Crowe processes Personal Data, Crowe will process such information in accordance with the Data Processing Addendum located at <https://www.crowe.com/dpa>.

EMAIL ENCRYPTION – Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Any Deliverables, works, inventions, working papers, output and all other work product conceived, made or created by or on behalf of Crowe through or in connection with the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a non-exclusive license to use for its business purposes any Deliverables, including any other Work Product incorporated in such Deliverables. Crowe retains exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, enhanced or derived data, and elements thereof, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements and derivatives to any of the above (“Materials”). Crowe provides the same or similar services to other clients; therefore, Client agrees that nothing in this Agreement shall preclude Crowe from developing for itself, having developed, or developing for others, anything that is similar or competitive with the Work Product. The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client warrants that (i) Client has the authority to grant Crowe the right to use the data as set forth in this Agreement, (ii) such data was obtained or collected by Client in accordance with all applicable law, and (iii) the data does not infringe on any intellectual or privacy right of a third party. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement, (b) as otherwise agreed upon in writing, (c) to further improve or develop our products and services, including through machine learning or other similar methods, or (d) as necessary to comply with applicable law or professional standards. Client grants a limited, perpetual, non-exclusive, irrevocable right to use the data provided by Client to the extent such data becomes a part of or incorporated into any Work Product or Materials.

DATA AGGREGATION – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will deidentify or anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-

party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and

any other fines, fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination or expiration of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or this Agreement, after the date of this Agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT, THIS AGREEMENT, OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree upon in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party from seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to

these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

CONSENT TO JURISDICTION AND FORUM SELECTION – Subject to the section on Arbitration, the parties agree that all actions or proceedings arising from or relating to this Agreement shall be tried and litigated exclusively in the state or federal courts located in Cook County, Illinois, and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument and any objection to venue. Each party stipulates that the state and federal courts in Chicago, Illinois, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent, unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and

independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

FOREIGN TERRORISTS ORGANIZATIONS - Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL - Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE - Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

AUTHORIZATION OF CPA'S DISCLOSURE - Any Client certified public accountant involved with assisting Crowe shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

IMMIGRATION - Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS - If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT - Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2025, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
September 17, 2025

City of Alvin

18

June 23, 2026



National Peer
Review Committee

October 16, 2025

Steven Strammello Crowe LLP
225 East Wacker Drive Ste 2600
Chicago, IL 60601

Dear Steven Strammello:

It is my pleasure to notify you that on October 16, 2025, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation. Sincerely,

A handwritten signature in black ink, appearing to read "Liz Gantnier", with a stylized flourish at the end.

Liz Gantnier
Chair, National PRC

+1.919.402.4502

cc: John Klisch, Jennifer Allen

Firm Number: 900010014904

Review Number: 614764

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: Engineering

Contact: Shana Church, Assistant City Engineer

Agenda Item: Consider a variance request from the homeowner at 1305 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet, two inches into the twenty-five-foot front building setback for the construction of a carport.

Type of Item: Action Item

Summary: On July 10, 2026, the Engineering Department received a variance request from the homeowner at 1305 Highland Drive, to be permitted to encroach 22.2 feet into the 25-foot front building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1305 Highland Drive, for reasons outlined in the attached request letter. The carport, as proposed on the attached property survey, will encroach 22.2 feet into the 25' front building setback; however, it will still be approximately 22 feet from the nearest edge of the Highland Drive pavement.

The City Planning Commission approved the variance request unanimously at their meeting on July 28, 2026. 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:

1. 1305 Highland Drive Variance

Recommendation: Move to approve the variance request from the homeowner at 1305 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-two feet, two inches into the twenty-five-foot front building setback for the construction of a carport.

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: ☒

Roy Sosa

From: Cindy Pondillo [REDACTED]
Sent: Friday, July 10, 2026 10:02 AM
To: Roy Sosa
Subject: Carport Build Request for 1305 Highland Dr
Attachments: IMG_1501.jpeg; IMG_1502.jpeg; IMG_1438.jpeg

Caution: External email.

Dear City Of Alvin,

We are in the process of having a carport built on our property at 1305 Highland Dr, Alvin, TX 77511. We have been informed that the carport will encroach onto the 25' building set back.

We need this carport due to the structure of our garage. Only one car can barely fit into the garage, and that leaves our truck outside all the time with no protection. We are seniors and it makes it very hard on us when bringing in groceries and other items.

We have a large magnolia tree that sits close to the drive and continually drops its leaves and pods into the truck. Magnolia trees and their pods (sticky sap) can damage car paint if left on the surface for too long.

I have attached images of 3 other houses in our subdivision that have carports.

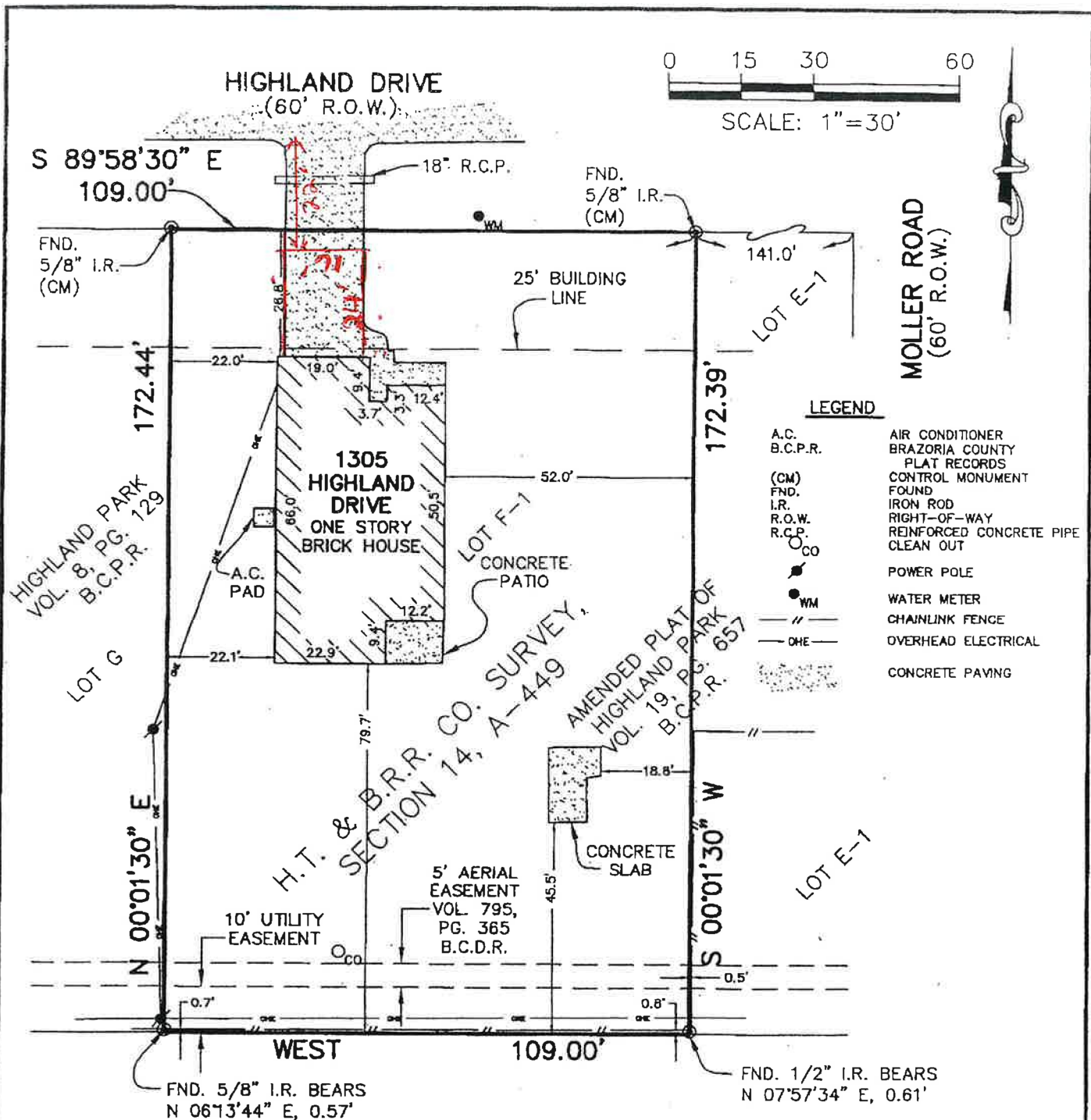
Please consider this request for the carport build.

Attention: Roy, please let us know that you have received this email. Thank you.

Kind Regards,

David and Cindy Pondillo
1305 Highland Dr.
Alvin, Tx 77511

1800 20 300



LEGAL DESCRIPTION:

ALL OF LOT F-1 OF THE AMENDED PLAT OF HIGHLAND PARK, BRAZORIA COUNTY, TEXAS AS RECORDED IN VOLUME 19, PAGE 657 IN THE BRAZORIA COUNTY PLAT RECORDS.



NOTES:

1. THE BEARINGS, EASEMENT, AND BUILDING LINE SHOWN HEREON ARE BASED ON THE AMENDED PLAT OF HIGHLAND PARK AS RECORDED IN VOLUME 19, PAGE 657 IN THE BRAZORIA COUNTY PLAT RECORDS..
2. ACCORDING TO THE F.I.R.M. NO. 48039C0145 H, DATED JUNE 5, 1989, THE SUBJECT TRACT LIES IN AN UNSHADED ZONE "X" AREA.
3. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE

Cynthia Pondero
Daniel J. Pondero









AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: Engineering

Contact: Shana Church, Assistant City Engineer

Agenda Item: Consider Ordinance 26-N, an ordinance amending Chapter 21, "Subdivisions and Property Development," of the Code of Ordinances of the City of Alvin, Texas, by amending section 21-4, "Variances," to establish a procedure for the consideration of setback variances by the Planning Commission with appeal to the City Council; providing a Repealer Clause; providing a Severability Clause; providing a Penalty; providing for publication; and providing an effective date.

Type of Item: Ordinance

Summary: On March 5, 2026, the City Council requested that Staff draft an amendment to Chapter 21 Subdivisions and Property Development that would allow for minor variances to the building setback requirements to be considered by the City Planning Commission. Staff drafted the amendment to the ordinance and presented it to the Planning Commission on July 28, 2026, for their consideration. The Planning Commission voted unanimously to approve the amendment to the ordinance as proposed.

Approval of Ordinance 26-N amends Section 21-4 Variances as follows:

Adds a process for individuals to request a variance to the setback requirements that are included in Chapter 21 Subdivisions and Property Development. The process would allow setback variances to be considered by the Planning Commission without having to go to the City Council for final approval. The City Council would become the appellate body for these types of variances. General variances to Chapter 21 would still follow the existing variance process.

Staff recommends approval of Ordinance 26-N.

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. Ordinance 26-N; Chapt 21 - Setback Variance Planning Commission; Redlined
2. Ordinance 26-N; Chapt 21 - Setback Variance Planning Commission; Final

Recommendation: Move to approve Ordinance 26-N, amending Chapter 21, "Subdivisions and Property Development," of the Code of Ordinances of the City of Alvin, Texas, by amending section 21-4, "Variances," to establish a procedure for the

consideration of setback variances by the Planning Commission with appeal to the City Council; providing a Repealer Clause; providing a Severability Clause; providing a Penalty; providing for publication; and providing an effective date.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Manager, if applicable: X

ORDINANCE 26-N

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, "SUBDIVISIONS AND PROPERTY DEVELOPMENT," OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN BY AMENDING SECTION 21-4, "VARIANCES," TO ESTABLISH A PROCEDURE FOR THE CONSIDERATION OF SETBACK VARIANCES BY THE PLANNING COMMISSION WITH APPEAL TO THE CITY COUNCIL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin has adopted subdivision and property development regulations codified in Chapter 21 of the Code of Ordinances; and

WHEREAS, the City Council finds that setback requirements promote orderly development and protect the public health, safety, and welfare; and

WHEREAS, the City Council finds that circumstances may arise where a minor deviation from a setback requirement is reasonable and appropriate; and

WHEREAS, the City Council desires to establish a process whereby the Planning Commission may consider and act upon requests for setback variances, subject to appeal to the City Council; and

WHEREAS, the City Council finds that the amendments contained herein promote the efficient administration of Chapter 21 while preserving City Council oversight through the appeal process;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by amending Section 21-4, Variances, to read as follows:

CHAPTER 21 – SUBDIVISIONS AND PROPERTY DEVELOPMENT

ARTICLE I. IN GENERAL

• • •

Sec. 21-4. - Variances.

(a) General variances.

Upon written request, city council may authorize a variance from this chapter, **except as provided in subsection (b) regarding setback variances**. An applicant for a variance shall pay a non-refundable fee, in an amount provided for in the fee schedule in [chapter 28](#).

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings hereinabove required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to city council.

(b) Setback Variances.

Variances from the setback requirements established in this chapter shall be processed and decided in accordance with the following:

- (1) Authority. The Planning Commission shall have authority to approve, approve with conditions, or deny requests for variances from the setback requirements established in this chapter.
- (2) Request. A property owner seeking relief from the setback requirements of this section shall submit a written request to the Planning Commission identifying the property, the setback requirement from which relief is sought, the amount of the requested variance, and the reasons supporting the request and shall pay the applicable fee established in Chapter 28.
- (3) Approval Criteria. A setback variance may be granted when the Planning Commission determines that:
 - a. The requested variance is reasonable and appropriate for the property and proposed improvement or use;
 - b. Granting the variance will not create adverse impacts on adjacent properties, public infrastructure, drainage, utilities, traffic circulation, or public safety;
 - c. Granting the variance will be generally consistent with the intent and purpose of this chapter; and
 - d. The variance will not interfere with any public easement, right-of-way, drainage facility, utility facility, or other public improvement.
- (4) Conditions. In granting a setback variance, the Planning Commission may impose reasonable conditions necessary to protect neighboring properties and the public interest.

(5) **Appeal.** Any person aggrieved by a decision of the Planning Commission regarding a setback variance may appeal the decision to the City Council by filing a written notice of appeal with the City Secretary within ten (10) business days following the Planning Commission's decision.

(6) **City Council Review.** Upon receipt of a timely appeal, the City Council shall consider the appeal at a regularly scheduled meeting and may affirm, modify, or reverse the Planning Commission's decision. The decision of the City Council shall be final.

(7) **Finality.** If no appeal is filed within the prescribed appeal period, the decision of the Planning Commission shall become final.

• • •

Section 2. That except as amended, herein all other provisions found in Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Penalty. Any person violating any provision of Chapter 21, as amended herein, shall be subject to the penalties provided in Section 21-9 of the Code of Ordinances.

Section 6. Publication. The City Secretary of the City of Alvin is hereby directed to publish the caption of this Ordinance, including the penalty provision, in one issue of the official City newspaper as required by the City Charter.

Section 7. Codification. The City Secretary is hereby authorized and directed to incorporate the provisions of this ordinance into the Code of Ordinances of the City of Alvin and to make such non-substantive revisions as are necessary for codification.

Section 8. Effective Date. This Ordinance shall take effect immediately upon its final passage, except that any provision of this Ordinance imposing a penalty, fine, or forfeiture shall take effect ten (10) days after the date of publication as required by the City Charter.

PASSED and APPROVED on the 6th day of August 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE 26-N

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, "SUBDIVISIONS AND PROPERTY DEVELOPMENT," OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN BY AMENDING SECTION 21-4, "VARIANCES," TO ESTABLISH A PROCEDURE FOR THE CONSIDERATION OF SETBACK VARIANCES BY THE PLANNING COMMISSION WITH APPEAL TO THE CITY COUNCIL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin has adopted subdivision and property development regulations codified in Chapter 21 of the Code of Ordinances; and

WHEREAS, the City Council finds that setback requirements promote orderly development and protect the public health, safety, and welfare; and

WHEREAS, the City Council finds that circumstances may arise where a minor deviation from a setback requirement is reasonable and appropriate; and

WHEREAS, the City Council desires to establish a process whereby the Planning Commission may consider and act upon requests for setback variances, subject to appeal to the City Council; and

WHEREAS, the City Council finds that the amendments contained herein promote the efficient administration of Chapter 21 while preserving City Council oversight through the appeal process;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by amending Section 21-4, Variances, to read as follows:

CHAPTER 21 – SUBDIVISIONS AND PROPERTY DEVELOPMENT

ARTICLE I. IN GENERAL

• • •

Sec. 21-4. - Variances.

(a) General variances.

Upon written request, city council may authorize a variance from this chapter, except as provided in subsection (b) regarding setback variances. An applicant for a variance shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings hereinabove required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to city council.

(b) Setback Variances.

Variances from the setback requirements established in this chapter shall be processed and decided in accordance with the following:

- (1) Authority. The Planning Commission shall have authority to approve, approve with conditions, or deny requests for variances from the setback requirements established in this chapter.
- (2) Request. A property owner seeking relief from the setback requirements of this section shall submit a written request to the Planning Commission identifying the property, the setback requirement from which relief is sought, the amount of the requested variance, and the reasons supporting the request and shall pay the applicable fee established in Chapter 28.
- (3) Approval Criteria. A setback variance may be granted when the Planning Commission determines that:
 - a. The requested variance is reasonable and appropriate for the property and proposed improvement or use;
 - b. Granting the variance will not create adverse impacts on adjacent properties, public infrastructure, drainage, utilities, traffic circulation, or public safety;
 - c. Granting the variance will be generally consistent with the intent and purpose of this chapter; and
 - d. The variance will not interfere with any public easement, right-of-way, drainage facility, utility facility, or other public improvement.
- (4) Conditions. In granting a setback variance, the Planning Commission may impose reasonable conditions necessary to protect neighboring properties and the public interest.

- (5) Appeal. Any person aggrieved by a decision of the Planning Commission regarding a setback variance may appeal the decision to the City Council by filing a written notice of appeal with the City Secretary within ten (10) business days following the Planning Commission's decision.
- (6) City Council Review. Upon receipt of a timely appeal, the City Council shall consider the appeal at a regularly scheduled meeting and may affirm, modify, or reverse the Planning Commission's decision. The decision of the City Council shall be final.
- (7) Finality. If no appeal is filed within the prescribed appeal period, the decision of the Planning Commission shall become final.

• • •

Section 2. That except as amended, herein all other provisions found in Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Penalty. Any person violating any provision of Chapter 21, as amended herein, shall be subject to the penalties provided in Section 21-9 of the Code of Ordinances.

Section 6. Publication. The City Secretary of the City of Alvin is hereby directed to publish the caption of this Ordinance, including the penalty provision, in one issue of the official City newspaper as required by the City Charter.

Section 7. Codification. The City Secretary is hereby authorized and directed to incorporate the provisions of this ordinance into the Code of Ordinances of the City of Alvin and to make such non-substantive revisions as are necessary for codification.

Section 8. Effective Date. This Ordinance shall take effect immediately upon its final passage, except that any provision of this Ordinance imposing a penalty, fine, or forfeiture shall take effect ten (10) days after the date of publication as required by the City Charter.

PASSED and APPROVED on the 6th day of August 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution No. 26-R-26, ratifying the City Manager's appointment of Aylissa Manjang to the City of Alvin Civil Service Commission, Place Three (3), to serve the remainder of the unexpired term through December 31, 2026, and thereafter for a three (3) year term expiring December 31, 2029; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: Civil Service for Police Officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police department operates. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three (3) members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

1. Examinations for entry level and promotional eligibility;
2. Procedures for appointment and certification;
3. Proper conduct of appeals of testing and examination scoring;
4. Prescribed cause(s) for the removal or suspension of a civil service employee;
5. Procedures for hearing appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and
6. Other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;
 - be a United States Citizen;
 - be a resident of the municipality and have resided in the municipality for more than three (3) years;
 - be over the age of 25 years; and
-

- not have held public office within the preceding three (3) years.

On June 4, 2026, City Council accepted the resignation of John Burkey, Place 3,(term expires 12/31/26) resulting in a vacancy on the Commission. The City received 4 applications.

After conferring with Police Chief Robert Lee, it is my recommendation to appoint Aylissa Manjang to serve the remainder of the unexpired term through December 31, 2026, and thereafter for a three (3) year term on the Civil Service Commission through December 31, 2029.

Staff recommends the approval of Resolution 26-R-26.

Funding Expected: Revenue _ Expenditure _ N/A <u>X</u>	Budgeted Item: Yes _ No _ N/A <u>X</u>
Funding Account: ____	Amount: ____
Legal Review Required: N/A _ Required <u>X</u>	1295 Form Required? Yes _ No <u>X</u>
Finance Review Required: N/A <u>X</u> Required _	Date Completed: _____
	Date Completed: _____

Supporting documents attached:

1. Res 26-R-26; Civil Service Commission; Place 3 Appt
 2. Civil Service Commission Application; Aylissa Manjang
 3. Resume; Aylissa Manjang
-

Recommendation: Move to approve Resolution No. 26-R-26, ratifying the City Manager's appointment of Aylissa Manjang to the City of Alvin Civil Service Commission, Place Three (3), to serve the remainder of the unexpired term through December 31, 2026, and thereafter for a three (3) year term expiring December 31, 2029; and setting forth other provisions related thereto.

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

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

RESOLUTION 26-R-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RATIFYING THE CITY MANAGER'S APPOINTMENT OF AYLISSA MANJANG TO THE CITY OF ALVIN CIVIL SERVICE COMMISSION, PLACE THREE (3), TO SERVE THE REMAINDER OF THE UNEXPIRED TERM THROUGH DECEMBER 31, 2026, AND THEREAFTER FOR A THREE (3) YEAR TERM EXPIRING DECEMBER 31, 2029; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Chapter 143 of the Texas Local Government Code requires the City Manager to appoint members to the Alvin Civil Service Commission; and

WHEREAS, Aylissa Manjang meets the qualifications required by Section 143.006 of the Texas Local Government Code; and

WHEREAS, a vacancy currently exists in Place Three (3) on the Alvin Civil Service Commission due to the resignation of John Burkey, whose term expires December 31, 2026; and

WHEREAS, the City Manager seeks to appoint Aylissa Manjang to fill the remainder of the unexpired term ending December 31, 2026, and thereafter to serve a three (3) year term expiring December 31, 2029, and the City Council desires to ratify that appointment.

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

Section 1. Findings

That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

It is hereby found and declared that Aylissa Manjang is (i) of good moral character; (ii) a United States Citizens; (iii) a resident of the City of Alvin for more than three (3) years; (iv) is over the age of 25 years; and (v) has not held a public office within the preceding three (3) years.

Section 2. Confirmation and Ratification of Appointment to Alvin Civil Service Commission

That the City Council does hereby confirm and ratify the appointment to the Alvin Civil Service Commission of the City of Alvin, Texas, the duly qualified person to the position and term as follows:

Name and Address

Aylissa Manjang, Alvin, Texas

Term Expires

Remainder of vacant term through
December 31, 2026, and thereafter a three (3)
year term expiring December 31, 2029

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

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 6th day of August 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



The Civil Service Commission for the City of Alvin will adopt rules, conduct investigations and inspection, and hear appeals for police personnel in accordance with the Municipal Civil Service Act covered under Chapter 143 of the Texas Local Government Code. The Commission will meet at least once a year and then as needed for approximately 1-2 hours. Members appointed will serve a term of three (3) years. In accordance with Chapter 143, Members will be appointed by the City Manager and confirmed by the City Council.

- Must be of good moral character
- Must be a United States citizen.
- Must be a resident of the City of Alvin for more than three (3) years.
- Must be over twenty-five (25) years of age.
- Must not have held a public office within the preceding three (3) years.

Name:	Aylissa Manjang
Physical Address:	[REDACTED] W Cleveland St [REDACTED]
Daytime Telephone:	[REDACTED]
Evening Telephone:	[REDACTED]
Date of Birth:	[REDACTED]
E-mail Address:	[REDACTED]
Mailing Address:	[REDACTED]
Occupation:	Ministry Leader
Employer:	New Hope Church

Briefly describe your interest in serving on the Commission.

Serving others and being involved in my community is already a big part of my life. I care deeply about treating people with fairness, compassion, and respect, and I would be honored to bring that same heart into serving on the Civil Service Commission. This opportunity feels like a natural extension of how I already show up for others, and I would be grateful to contribute in a way that supports integrity and trust within our community.

Please list any Civic or Community Endeavors in which you have been involved:

I have been actively involved in a variety of civil and community service efforts. I serve as a ministry leader in my church's women's ministry, where we focus on local missions and meeting needs within the Alvin community. I also serve in leadership within my church, helping coordinate and support community outreach and service initiatives. I am an officer on the PTO at a local Alvin ISD elementary school, where I support school programs and family engagement. I have volunteered with Kids Harbor, participated in service at a nursing home, and have been involved in neighborhood watch efforts to help support safety and connection within my community. Additionally, I am in the process of developing an organization focused on supporting children with special needs, reflecting my ongoing commitment to service, advocacy, and care for families.

Have you served on the Alvin City Council?

Select

- No

Have you held any other public office in the preceding three (3) years?

Select

- No

Have you served on an Alvin City Board, Commission, or Committee?

Select

- No

How long have you been a resident of Alvin?

15

I understand that appointments are solely at the discretion of council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed:



Date:

06/08/2026

AYLISSA MANJANG

Alvin, TX 77511 | [REDACTED] | [REDACTED]

Professional Summary

Community-focused professional with 6+ years of experience in human resources, operations, compliance, and organizational leadership. Skilled in workforce management, onboarding, employee relations, training, and administrative support. Experienced in volunteer leadership, community engagement, and team development through nonprofit and church leadership roles. Passionate about ethical leadership, accountability, and serving the community through public service.

Core Competencies

Employee Relations • HR Compliance • Workforce Management • Recruiting & Onboarding • Volunteer Leadership • Training & Development • Team Leadership • Administrative Operations • Community Engagement • Conflict Resolution • Event Coordination • Communication Skills.

Professional Experience

Connections Ministry Manager New Hope Church | Alvin, TX | Jan 2025–Present

- Lead workforce operations for 200+ volunteers through recruitment, onboarding, training, and scheduling and community outreach.
- Coordinate weekly staffing and execute campus events serving 800+ attendees.
- Manage logistics, hospitality, and retention initiatives to improve operations.

Human Resource Dashiell Corporation | Houston, TX | Oct 2022–Dec 2024

- Managed unemployment claims, hearings, and compliance documentation.
- Processed payroll for 1,000+ employees, including taxes, garnishments, and deductions.
- Administered benefits, FMLA, 401(k), onboarding, offboarding, and employee records.

Dementia Care Placement Manager JC Enterprises | Alvin, TX | Aug 2018–Mar 2023

- Oversaw payroll, bookkeeping, and daily operations for 40+ employees.
- Prepared legal and healthcare compliance documentation and maintained financial records.
- Earned five state certifications for nursing facility oversight and compliance.

Legal Office Administrator Zella Wheeler Investments | Friendswood, TX | Feb 2016–Dec 2020

- Managed recruiting, onboarding, payroll, and contractor agreements.
- Administered IRS documentation, vendor contracts, and employee records.

Leadership

Treasurer – Alvin ISD School PTO Board (2024–Present)

President – JUDAH Autism Awareness 501(c)(3) (2022–Present)

Life Group Leader – Ladies of Light Women’s Ministry (2020–Present)

Education

High School Diploma – Angleton High School

Certification, Legal Office Administration – Allison Union Online

A.A (Psychology) – Alvin College (Present Student)



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss and take a record vote to propose an ad valorem tax rate of \$0.700635 per \$100 of assessed valuation for Tax Year 2026 (Fiscal Year October 1, 2026 - September 30, 2027), which exceeds the *No New Revenue Rate*, to be considered for adoption at a future meeting.

Type of Item: Action Item

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

The *No New Revenue Rate* (\$0.660463) per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2025 tax year (FY26) and the 2026 tax year (FY27).

The *Voter Approval Rate* (\$0.818411) per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the voter approval rate.

The *De Minimis Rate* (\$0.721874) per \$100 of assessed valuation) is a hypothetical benchmark tax rate that will generate \$500,000 more in property tax revenues on properties on the tax roll in 2025 tax year and 2026 tax year, as well as pay the annual principal and interest on bonds and other debt secured by property tax revenues.

The *Proposed Tax Rate* (\$0.700635 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services and paying the annual principal and interest on bonds and other debt secured by property tax revenues.

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

For FY27, staff is proposing a tax rate of \$0.700635 per \$100 of taxable assessed valuation. Because the City's *Proposed Tax Rate* exceeds the *No New Revenue Rate* and is less than the *Voter Approval Rate*, one (1) public hearing is required to be held before adopting a tax rate. This public hearing is scheduled for September 3, 2026, at 7:00 p.m.

The City Council will consider adopting the City's "final" tax rate at the regular meeting of the City Council on September 3, 2026, at 7:00 p.m.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☒ Required _____ **Date Completed:** _____
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

1. City of Alvin 2026 Worksheet
 2. Notice About 2026 Tax Rates
 3. Truth in Taxation Notice
-

Recommendation: Move to propose an ad valorem tax rate of \$0.700635 per \$100 of assessed valuation for Tax Year 2026, to be considered for adoption at a future meeting.

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: ☒

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF ALVIN

Taxing Unit Name

216 W. Sealy Street, Alvin, TX 77511

Taxing Unit's Address, City, State, ZIP Code

281-388-4216

Phone (area code and number)

www.alvin-tx.gov

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

<https://www.brazoriacountytx.gov/departments/tax-office/property-taxes/truth-in-taxation-worksheets/2025-truth-in-taxation/>

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 2,555,281,549
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 2,555,281,549
4.	Prior year total adopted tax rate.	\$ 0.685000 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 107,640,560 B. Prior year values resulting from final court decisions: - \$ 98,376,380 C. Prior year value loss. Subtract B from A. ⁴	 \$ 9,264,180

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 0 B. Prior year disputed value: - \$ 0 C. Prior year undisputed value. Subtract B from A. ⁵	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 9,264,180
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 2,564,545,729
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 6,612,283 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 65,072,365 C. Value loss. Add A and B. ⁷	\$ 71,684,648
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 0 B. Current year productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁸	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 71,684,648
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 165,938,431
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,326,922,650
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 15,939,420
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 284,117
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 16,223,537

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹² A. Certified values: \$ 2,561,304,662 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.¹⁴ Enter the total from Form 50-110 - \$ 161,772,777 E. Total current year value. Add A and B, then subtract C and D.	\$ 2,399,531,885
19.	Total value of properties under protest or not included on certified appraisal roll.¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁶ \$ 134,635,552 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁷ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 134,635,552
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.¹⁸	\$ 0
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9.²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21.²²	\$ 2,534,167,437
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed.²³	\$ 21,250
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year.²⁴	\$ 77,758,593

¹² Tex. Tax Code §§26.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 77,779,843
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 2,456,387,594
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.660463 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ _____ /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.550087 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,564,545,729
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 14,107,232
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year..... + \$ 244,338 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 887,467 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ -643,129 E. Add Line 31 to 32D.	\$ 13,464,103
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,456,387,594
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.548126 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ <u>0</u> B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ <u>0.000000</u> /\$100	
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ <u>0.548126</u> /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>3,673,595</u> B. Divide Line 41A by Line 33 and multiply by \$100 \$ <u>0.149552</u> /\$100 C. Add Line 41B to Line 40. \$ <u>0.697678</u> /\$100	
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ <u>0.722096</u> /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ <u>0.000000</u> /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ <u>0</u> b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ <u>0.000000</u> /\$100 c. Add Line D42(B)(b) to Line 42. \$ <u>0.000000</u> /\$100 d. Enter the current year unused increment rate from Line 68 \$ <u>0.000000</u> /\$100 e. Add Line D42(c) to Line D42(d). \$ <u>0.000000</u> /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ \$ <u>0.000000</u> /\$100 If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	

³² Tex. Tax Code §26.042³³ Tex. Tax Code §26.042(a-2)(1)³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ 3,847,283 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 3,847,283	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 0
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 3,847,283
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ 98.57 % B. Enter the prior year actual collection rate..... 98.57 % C. Enter the 2024 actual collection rate. 99.33 % D. Enter the 2023 actual collection rate. 103.07 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ 98.57 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 3,903,097
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,534,167,437
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.154018 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.876114 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ 0.000000 /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ _____ /\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §§26.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b)³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 3,661,376
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,534,167,437
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.144480 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.660463 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.660463 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.876114 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.731634 /\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,534,167,437
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.731634 /\$100

⁴⁰ Tex. Tax Code §26.041(d)

⁴¹ Tex. Tax Code §26.041(i)

⁴² Tex. Tax Code §26.041(d)

⁴³ Tex. Tax Code §26.04(c)

⁴⁴ Tex. Tax Code §26.04(c)

⁴⁵ Tex. Tax Code §26.045(d)

⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ 0.775307 /\$100
	B. Unused increment rate (Line 68)	\$ 0.000000 /\$100
	C. Subtract B from A	\$ 0.775307 /\$100
	D. Adopted Tax Rate	\$ 0.685000 /\$100
	E. Subtract D from C	\$ 0.090307 /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ 2,435,126,666
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 2,199,089
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ 0.699794 /\$100
	B. Unused increment rate (Line 67)	\$ 0.016983 /\$100
	C. Subtract B from A	\$ 0.682811 /\$100
	D. Adopted Tax Rate	\$ 0.685000 /\$100
	E. Subtract D from C	\$ -0.002189 /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ 2,435,456,683
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.704687 /\$100
	B. Unused increment rate (Line 66)	\$ 0.072911 /\$100
	C. Subtract B from A	\$ 0.631776 /\$100
	D. Adopted Tax Rate	\$ 0.685000 /\$100
	E. Subtract D from C	\$ -0.053224 /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 2,303,176,783
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 2,199,089
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.086777 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.818411 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.548126 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,534,167,437
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.019730 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.154018 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.721874 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.685000 /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ 0.000000 /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,326,922,650
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,456,387,594
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ 0.000000 /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.818411 /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.660463 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27.000**Voter-approval tax rate.** \$ 0.818411 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69**De minimis rate.** \$ 0.721874 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

N/A

SECTION 10: Taxing Unit Representative Name and SignatureEnter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹**print
here** ➡

KRISTIN BULANEK

Printed Name of Taxing Unit Representative

**sign
here** ➡**Kristin R. Bulanek**

Taxing Unit Representative



Digitally signed by Kristin R. Bulanek

Date: 2026.07.28 17:09:34 -05'00'

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

Form 50-110

281-388-4216

Phone Number (*area code and number*)

Taxing Unit's Address, City, State, ZIP Code

2026

Current Tax Year

Page 1 of 1

Insert hyperlink:

<https://www.brazoriacountytexas.gov/departments/tax-office/property-taxes/truth-in-taxation-worksheets/2026-truth-in-taxation/>

SECTION 1: Current Year Captured Appraised Value Adjustment

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Notice About 2026 Tax Rates

Property tax rates in CITY OF ALVIN.

This notice concerns the 2026 property tax rates for CITY OF ALVIN. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.660463/\$100
This year's voter-approval tax rate	\$0.818411/\$100

To see the full calculations, please visit <https://www.brazoriacountytx.gov/departments/tax-office/property-taxes/truth-in-taxation-worksheets/2026-truth-in-taxation/> for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations	8,232,147
Interest & Sinking	263,855

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2017	245,731	37,483	0	283,214
Series 2019	745,000	353,275	0	1,098,275
Series 2020	260,000	81,675	0	341,675
Series 2023	310,000	236,475	0	546,475
Series 2025	345,000	1,232,644	0	1,577,644

Total required for 2026 debt service	\$3,847,283
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2026	\$3,847,283
+ Amount added in anticipation that the unit will collect only 98.57% of its taxes in 2026	\$55,814
= Total debt levy	\$3,903,097

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kristin R. Bulanek, Brazoria County Tax Assessor-Collector on 07/28/2026 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

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

Truth in Taxation

Property Tax Truth in Taxation

NOTICE OF ESTIMATED TAXES

AND

TAX RATE ADOPTION INFORMATION

Visit [Texas.gov/propertytaxes](https://texas.gov/propertytaxes) to find a link to your local property tax database where you can easily access information regarding property taxes, including information on the amount of taxes for each entity imposing taxes on your property. This would be the proposed tax rate for each entity. The local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay for property taxes.

If you would like more information from each taxing unit, you may request their contact information from your local Tax Assessor-Collector:

Kristin R. Bulanek, Brazoria County Tax Assessor-Collector
237 E. Locust, Angleton, TX 77515
Phone Number: 979-864-1320

You may also access the Brazoria County site directly using the following link:

<https://brazoria.countytaxrates.com/tax>

Please contact the Appraisal District directly to register to have notifications regarding updates to the property tax database delivered by e-mail.



AGENDA COMMENTARY

Meeting Date: 8/6/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider setting one (1) public hearing concerning the proposed tax rate for Thursday, September 3, 2026, at 7:00 p.m., in the City Council Chambers, City Annex Building, 302 W. House Street, Alvin, Texas.

Type of Item: Action Item

Summary: The City's proposed tax rate exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council to set (1) public hearing on the proposed tax rate.

The City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 3, 2026, at 7:00 p.m.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: _____

Finance Review Required: N/A ☐ Required ☒

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to set a public hearing concerning the proposed tax rate for Thursday, September 3, 2026, at 7:00 p.m., in the City Council Chambers, City Annex Building, 302 W. House Street, Alvin, Texas.

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: ☒