City of Alvin, Texas

Paul Horn, Mayor

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

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

ALVIN CITY COUNCIL AGENDA
THURSDAY, JULY 16, 2020
7:00 P.M.
(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JULY 16, 2020**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

BECAUSE OF COVID-19, SOCIAL DISTANCING GUIDELINES WILL BE FOLLOWED.
AUDIENCE SEATING CAPACITY WILL BE LIMITED.
THIS MEETING CAN BE VIEWED AT WWW.ALVIN-TX.GOV OR COMCAST CHANNEL 16

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collins & Mott, LLP.

B. Hazard Mitigation Plan Update – City Engineer.

4. PUBLIC COMMENT

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

A. Consider approval of the June 18, 2020 City Council Workshop meeting minutes.

B. Consider approval of the June 18, 2020 City Council Regular meeting minutes.

C. Consider approval of the June 29, 2020 City Council Special meeting minutes.

D. Consider a final plat of Caldwell Ranch Section 1 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 20.573 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

E. Consider a final plat of Georges Corner (located at 215 N. Jackson St.), being a subdivision of 0.1928 acres in the A. Morgan Survey, Section 16, A-452, also being a partial replat of lots 9 and 10, in Block 6, of Alvin No. 1, as recorded in volume 1, page 1 of the deed records of Brazoria County, Texas, and being recorded in volume 32, page 4 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

F. Consider a final plat of Shadow Pond (located on the northwest corner of the intersection of County Road 326 and County Road 160), being 175.48 acres located in the B.B.B. & C.R.R. Company Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Company Survey Section 11, A-224 Brazoria County, Texas.

G. Acknowledge receipt of the quarterly Fiscal Year 2020 Capital Improvement Projects Report.

H. Acknowledge receipt of the Quarterly Financial and Investment Reports ending June 30, 2020.

I. Acknowledge receipt of the 2019 Delinquent Tax Roll.

J. Consider appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2020; and authorize the City Manager to sign the Auditor's Engagement Letter.

6. OTHER BUSINESS

A. Consider an award of bid (B-20-07) to D.L. Elliott Enterprises, Inc. for the Water Line Improvements Phase 2 Project in an amount not to exceed $1,367,342.50; and authorize the City Manager to sign the contract upon legal review.

B. Consider Resolution 20-R-20, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for review of the design engineering for the FM 528 Extension project; and authorize the Mayor to sign upon legal review.

C. Consider the First Amended Agreement with Cline Crossing Partners. Ltd. for the construction of a Class "A" apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.

D. Consider Ordinance 20-R, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

E. Accept resignation from John Burkey of the Charter Review Commission, and consider the appointment of a replacement member to fill the vacancy on the Commission.

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

G. Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2020-2021 (FY21), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY21 Annual Budget for the regular City Council meeting scheduled for Thursday, August 20, 2020 at 7:00 p.m.

7. REPORTS FROM CITY MANAGER

A. Items of Community Interest and 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

City Council will meet in Executive Session pursuant to:

A. **Section 551.076** of the Local Government Code: Deliberation regarding the use of security devices.

10. RECONVENE TO OPEN SESSION

A. Consider an agreement with Lighthouse Security Cameras through the Houston-Galveston Area Council purchasing network, to update and install security cameras in an amount not to exceed $252,710; and authorize the City Manager to sign the agreement upon legal review.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, JULY 13, 2020 at 4:00 P.M.

(SEAL)

_____
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).**

Alvin Parks Board Meeting Minutes for March 03, 2020

Meeting Information

Objective:	Regular Monthly Meeting of City of Alvin Parks and Recreation Board	
Date:	March 03, 2020	Location: The Conference Room of the Public Service Facility, 1100 West Hwy. 6, Alvin, TX
Time:	6:30 Pm	Regular Monthly Meeting
		Facilitator: Dan Kelinske, Director of Alvin Parks and Recreation
		Note Taker: Dwight Rhodes
Attendees:	Board Members Present:	Jamie Vaughn, Chair; Terry Beasley, Vice Chair; Kerry Ulm; Randy Race, Milton Morgan; Janice Burnett; Dwight Rhodes
	Absent:	Carrie Parker
Other Attendees:	Don Nelson	

Agenda Items

1. CALL TO ORDER – Called to order by Jamie Vaughn at 6:30 pm
2. ROLL CALL – See above attendees
3. RE-ORGANIZATION OF BOARD; Randy Race resigned as Secretary: Dwight Rhodes was voted in as Secretary with a 7- vote in favor of his appoint.
4. Approval of Minutes:
    a. February 04, 2020 Approved with motion to change Dewight to Dwight
5. PETITIONS or REQUEST FROM THE PUBLIC - NONE
6. CHAIRMAN'S REPORT - NONE
7. NEW BUSINESS BROUGHT FORTH-
    a. Item C. Discuss donation of trees by Don Nelson

    Mr. Nelson requested that the City of Alvin accept a donation of Golden Rain Trees to be planted on the embankment of the detention pond on NW corner of South and Durant.

    Church group would help plant the trees.

    Dan Kelinske pointed out that the Golden Rain Tree was not one of the trees listed in Ordinance 17-D so a Variance would have to be voted on to allow the planting of the trees.

    A motion to grant the variance and accept the tree donation was passed by a vote of 6-1 in favor of the donation.

    Dwight Rhodes voted against the motion.

8. DIRECTOR'S REPORT:
    a. Disc Golf
        i. Cost to date - $787,530.75
        ii. Lucas Construction will improve drainage
        iii. Electricity for January, 2020 - $832.87
        iv. Grounds Maintenance for January, 2020 - $346.42
    b. Hike and Bike Trail phase lll
        i. Dan meet with the developers of the property that is developing the subdivision where the pond is located. It was discussed about the construction of a kayak launch pad in the pond.
    c. There was discussion of the development of a Hop-Scotch pad at the corner of Callaway and South street in the vacant lot by the City Lift Station. Only discussion, no decision.
    d. Monies in Park Dedicated Funds:
        i. Park Dedication Fund -$322,300
        ii. Donations - $30,559
        iii. Tree Preservation - $131,319
    e. February 01, 2020 Father / Daughter Dinner- 178 participants

9. NEW BUSINESS
    a. Review and Discuss the Community Wide Event Application
        i. Parks Board ask to review
            1. How non-profits can use the Parks
            2. Methods of how City Departments can have a say so in events
            3. Motion to allow the Parks to review, redline and bring back to the Parks Board any recommendations for changes to the document was made by Terry Beasley and seconded by Kerry Ulm. Motion passed 7-0
    b. Ralph Benitz was a no show at the meeting to discuss the donation of turf to the City
    c. Discuss and recommendations for Park Dedication Funds-
        i. The installation of covers over playground equipment in Hugh Adams Park
            1. Discussion was to wait and see if it would be funded in the CIP for 2021 -2022 since it was listed in CIP 2020-2021.
            2. Use of Park Dedication Funds to fund this project was tabled.
            Kerry Ulm made the motion to table the use of Park Dedication Funds at Hugh Adams Park and it was seconded by Milton Morgan.
            The motion passed 7-0.
10. Items of Community Interest-
    a. Randy Race mentioned " Coffee with Cops" at the Senior Citizen Center on March 18th at 8:00 pm.
11. Adjournment:
    a. Motion to adjourn was made by Terry Beasley at 8:14 pm and seconded by Dwight Rhodes, motion passed by 7-0 vote.

MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 19, 2020

BE IT REMEMBERED, that on the above date, the Planning Commission of the City of Alvin conducted a regular meeting on Tuesday, May 19, 2020, at 6:00 P.M. by telephone/video conference with the following members present, Richard Garivey, Vice Chair; Abrin Brooks, Secretary; Jake Starkey; Santos Garza; Chris Hartman; Carrie Parker; and Keko Moore. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Ashley Davis and Randall Reed were absent.

1. Call To Order.
Call to order at 6:03 p.m.

2. Petition and Requests from the Public.
There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of April 21, 2020. Commission Member Jake Starkey motioned to approve the minutes of the regular Planning Commission meeting of April 21, 2020. Seconded by Carrie Parker, the motion carried on a vote of 6 ayes and 0 nays.

4. Consider a final plat of Southern Colony Expansion Phase 1 Section 3, being a planned unit development, subdivision of 36.030 acres of land located in the William Hall Survey, abstract 31, in Fort Bend County, Texas, and abstract 713 in Brazoria County, Texas, also being a partial replat of lot 11 of the T.W. & J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Parker motioned to recommend for approval to City Council. Seconded by Member Starkey, the motion carried on a vote of 6 ayes, 0 nays.

5. Consider a final plat of Caldwell Ranch Boulevard Phase 1 Street Dedication, being a subdivision of 8.785 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lots 3, 4, 5 & 6 of the T.W. & J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Starkey, the motion carried on a vote of 6 ayes, 0 nays. Santos Garza joined the meeting at 6:10 p.m., after item 5 was approved.

6. Consider a final plat of Fort Bend ISD High School No. 12, being a subdivision of 76.963 acres out of the William Hall Survey, abstract no. 31, Fort Bend County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Starkey motioned to recommend for approval to City Council. Seconded by Member Parker, the motion carried on a vote of 7 ayes, 0 nays.

7. Items of Community Interest.

Abrin Brooks encourages people to take the census. Richard Garivey asked what is going on behind Somerset. Michelle Segovia stated there are repairs being made to one of the two sanitary sewer interceptor lines. Richard Garivey also asked why the City of Alvin is discharging water from fire hydrants in Somerset. Michelle Segovia will speak with the Public Works Director and get an answer. Chris Hartman asked for an update on Mustang Ridge. Michelle Segovia stated the contractor is transitioning into their utility installation. Keko Moore asked if Planning Commission will have an in-person meeting next month. Michelle Segovia stated City Council is supposed to go back to in-person meetings in June. Planning Commission will hold an in-person meeting in June at City Hall in the Council Chambers. If anything changes, we will let the Planning Commission members know ahead of time.

8. Staff report and update.
There were no staff report or update.

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

10. Adjournment.
Commission Member Garza motioned to adjourn the meeting, seconded by Member Starkey. The motion carried on a vote of 7 ayes. The meeting ended at 6:18 p.m.

Passed and Approved the 16th day of June, 2020

/s/ Richard Garivey, Vice Chair

/s/ Abrin Brooks, Secretary

50th ANNIVERSARY

PERDUE BRANDON

ATTORNEYS AT LAW

July 2020

Collection Report

to

City of Alvin

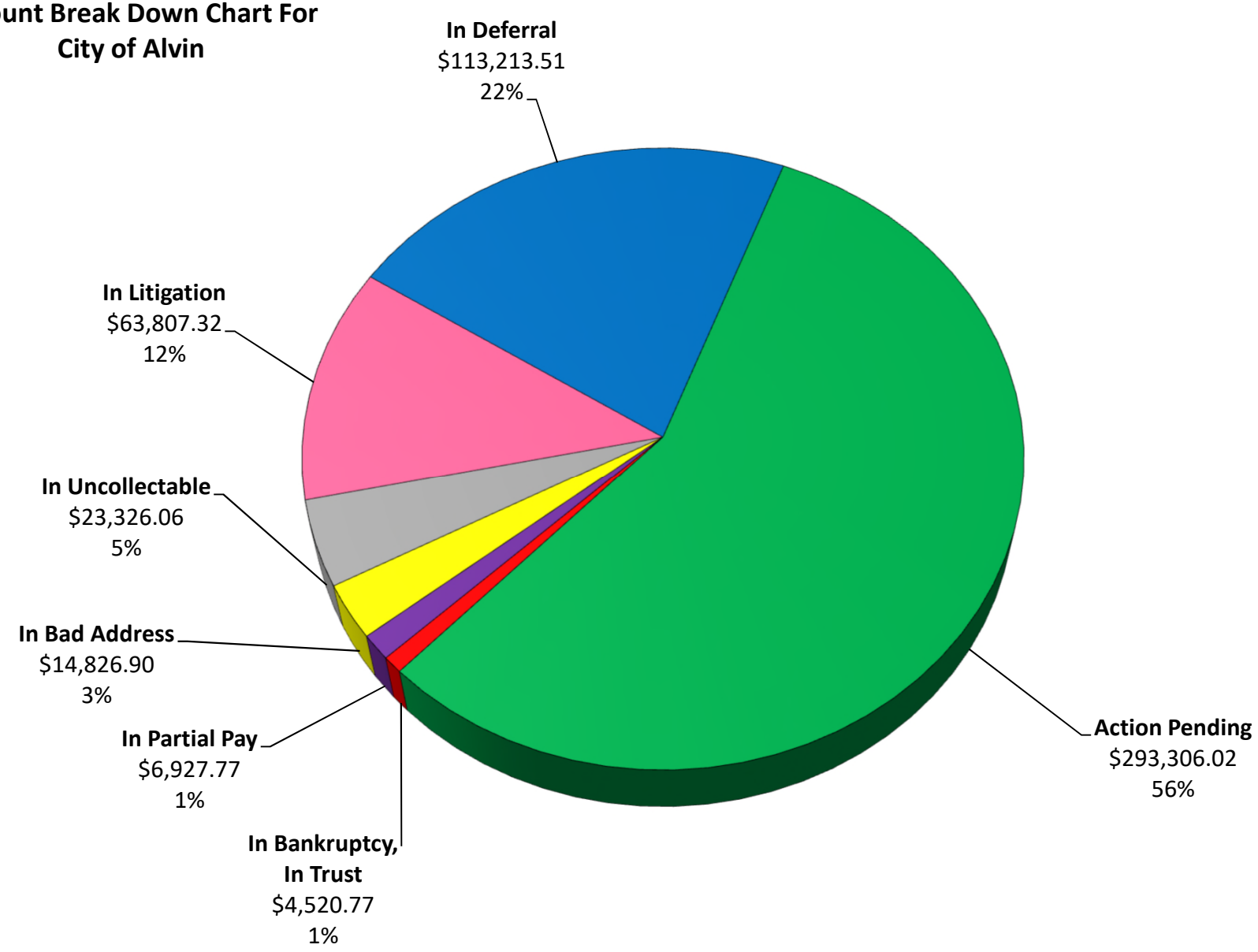
Submitted by: **Michael J. Darlow**

Perdue Brandon Fielder Collins & Mott, LLP

www.pbfcm.com

PERDUE BRANDON
ATTORNEYS AT LAW

Account Break Down Chart For City of Alvin

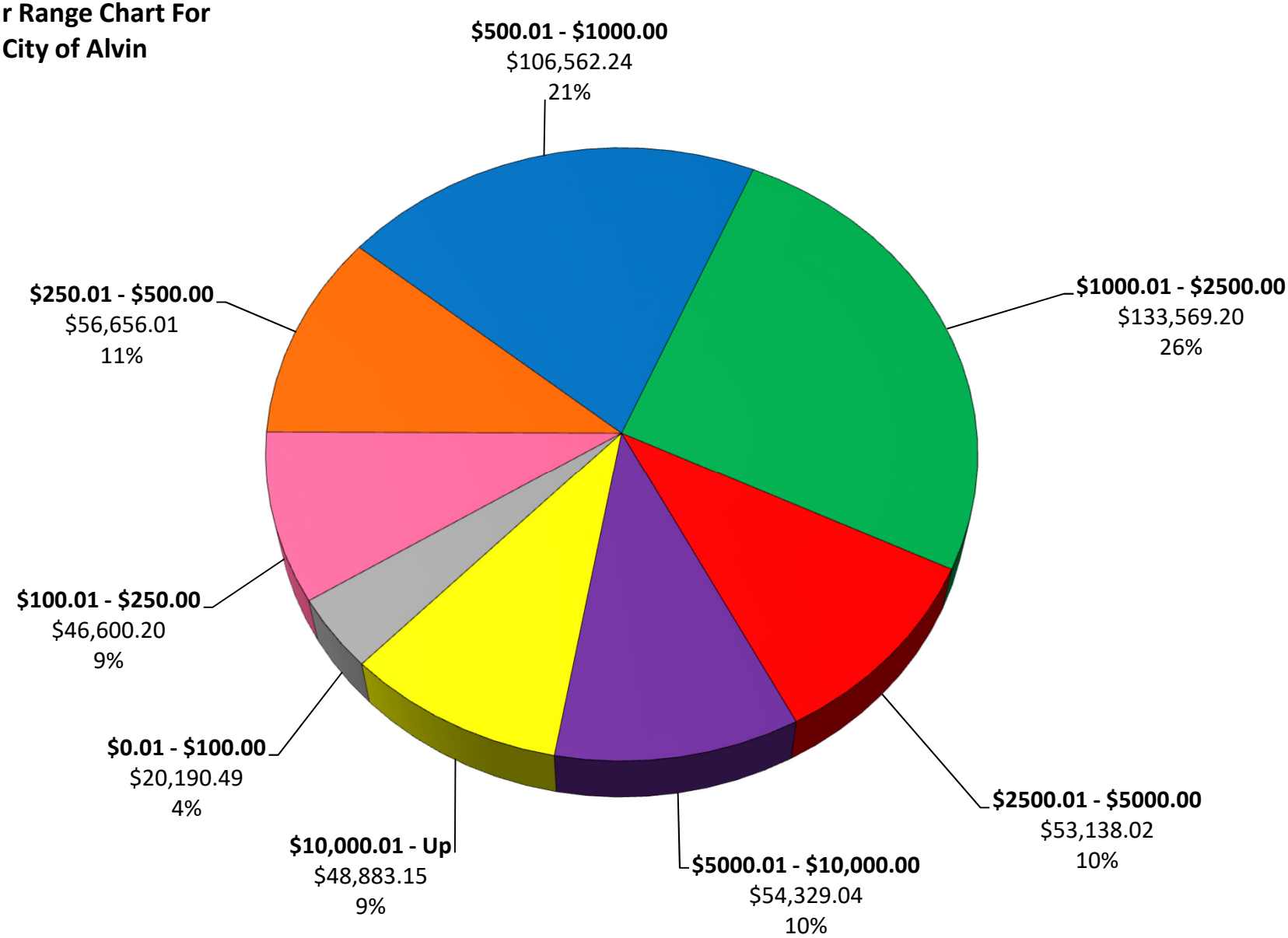


As Of 7/6/2020

Total Base Tax: $519,928.35

PERDUE BRANDON
ATTORNEYS AT LAW

Dollar Range Chart For City of Alvin

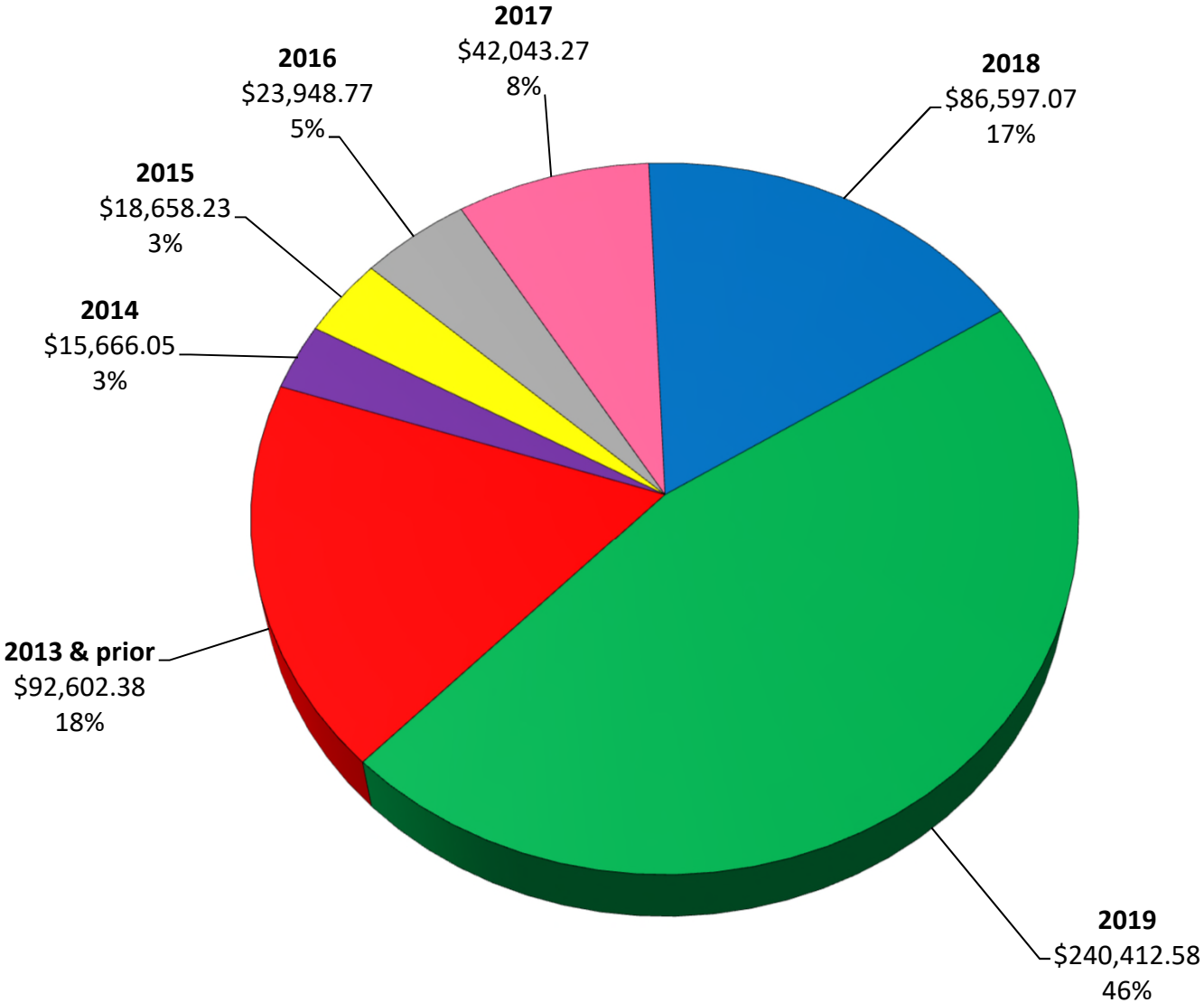


As Of 7/6/2020

Total Base Tax: $519,928.35

PERDUE BRANDON
ATTORNEYS AT LAW

Tax Year Chart For City of Alvin

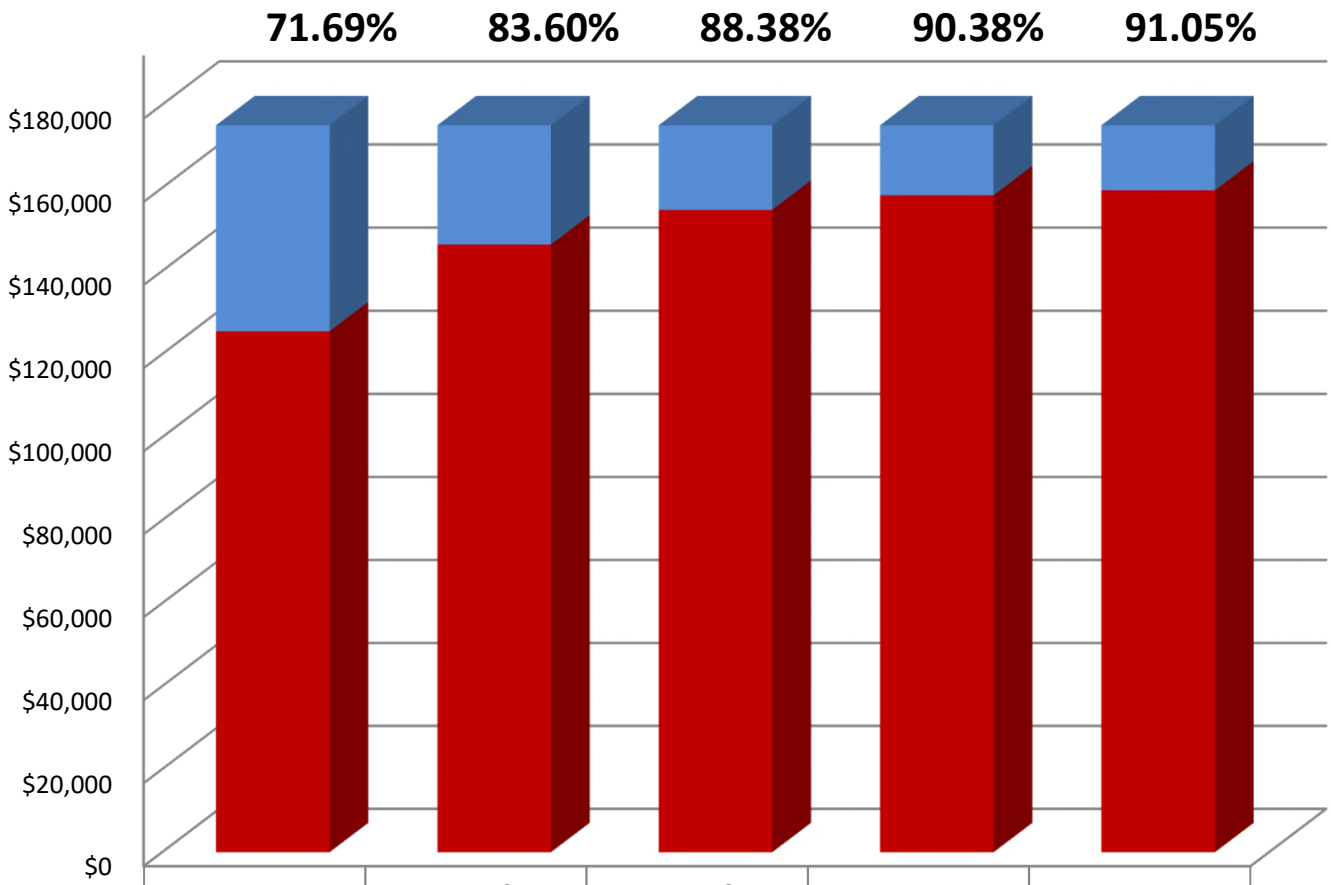


As Of 7/6/2020

Total Base Tax: $519,928.35

PERDUE BRANDON
ATTORNEYS AT LAW

City of Alvin
2014 Percentage of Collection

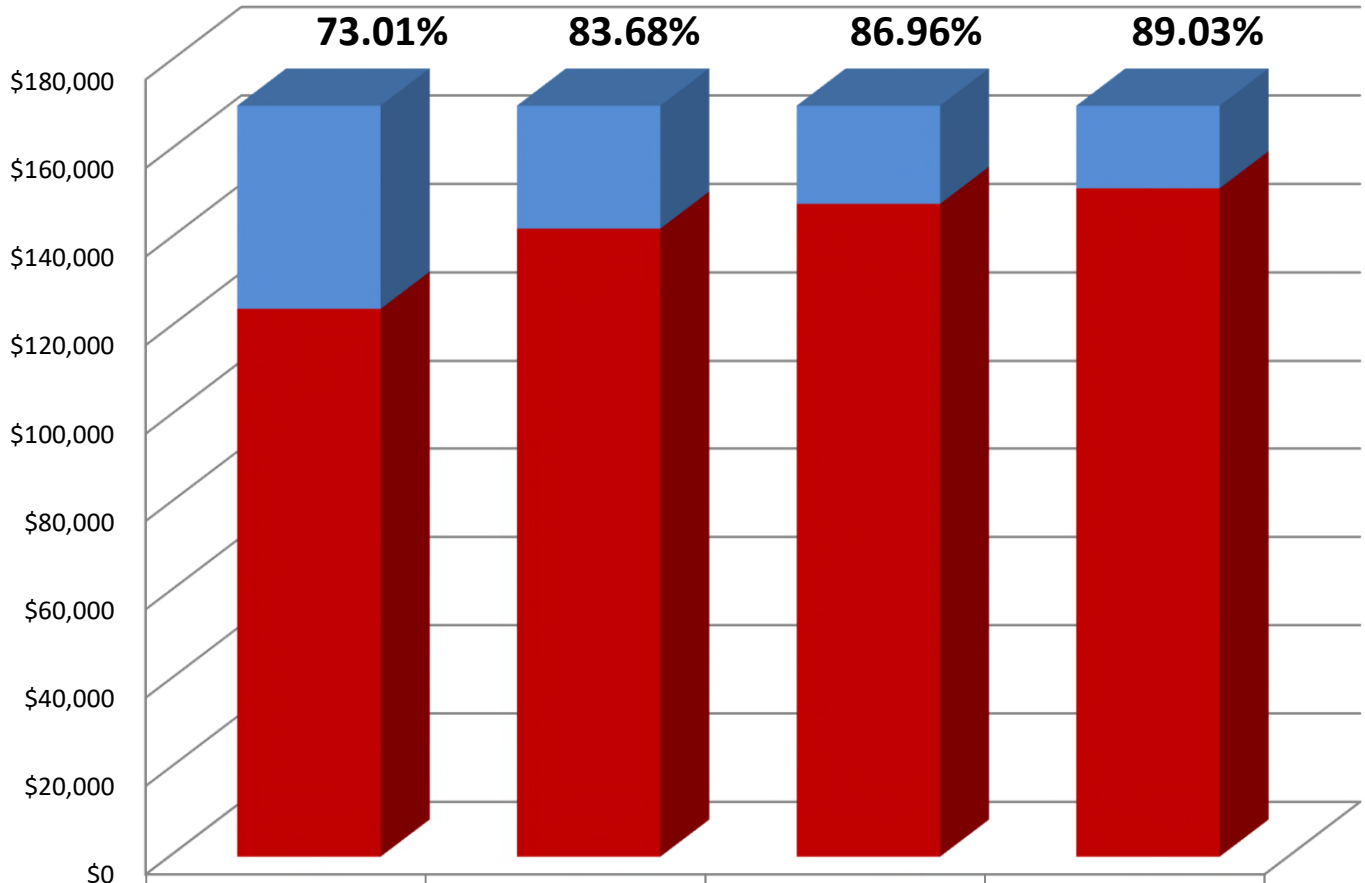


	Year 1	Year 2	Year 3	Year 4	Year 5
Remaining	$49,555	$28,703	$20,338	$16,846	$15,666
Collected	$125,505	$146,357	$154,722	$158,214	$159,394

7/1 -6/30 for each year
Initial Outstanding Base Tax $175,060

PERDUE BRANDON
ATTORNEYS AT LAW

City of Alvin
2015 Percentage of Collection

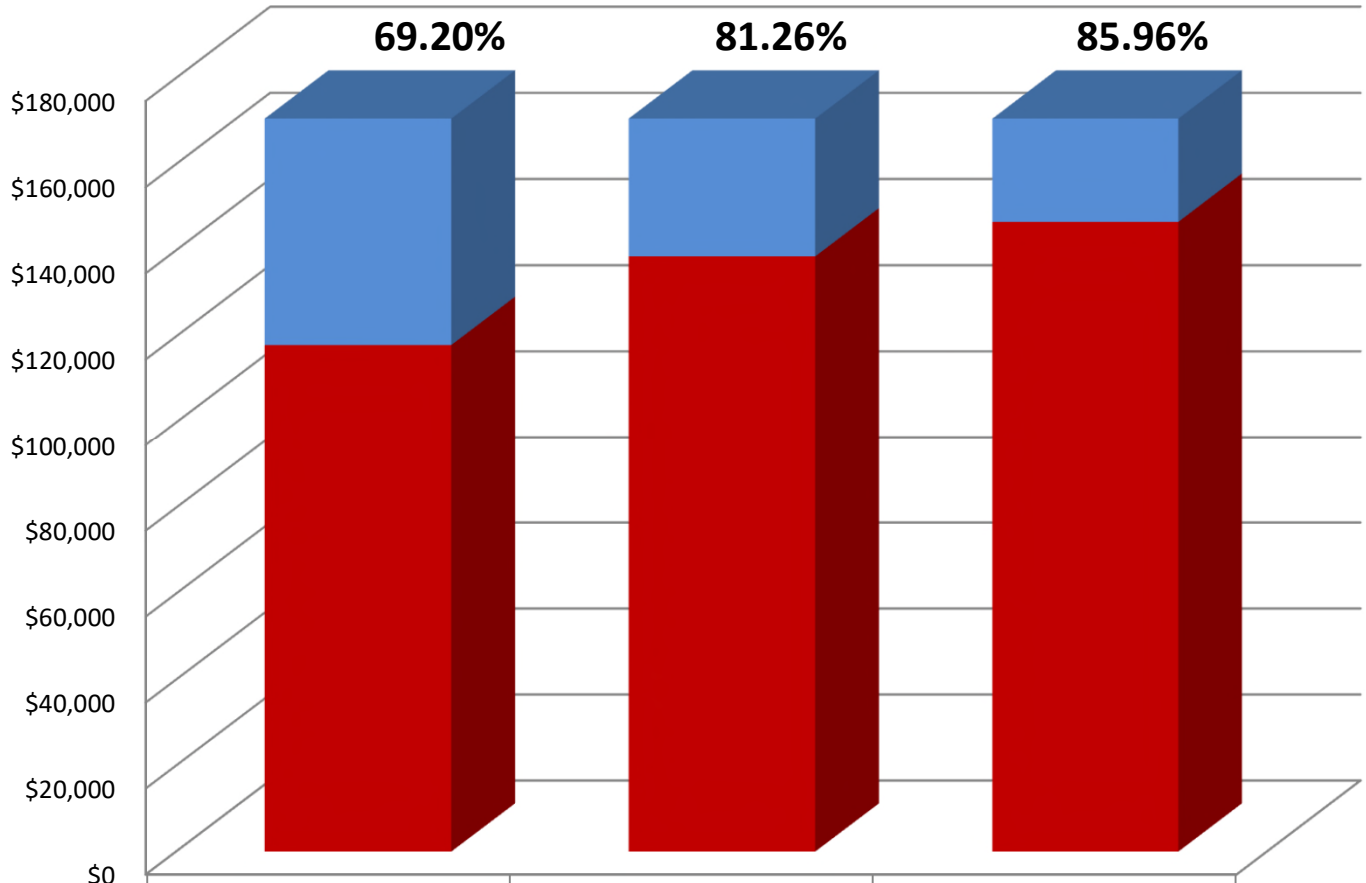


	Year 1	Year 2	Year 3	Year 4
Remaining	$45,906	$27,767	$22,175	$18,658
Collected	$124,186	$142,325	$147,916	$151,433

7/1 -6/30 for each year
Initial Outstanding Base Tax $170,092

PERDUE BRANDON
ATTORNEYS AT LAW

City of Alvin
2016 Percentage of Collection

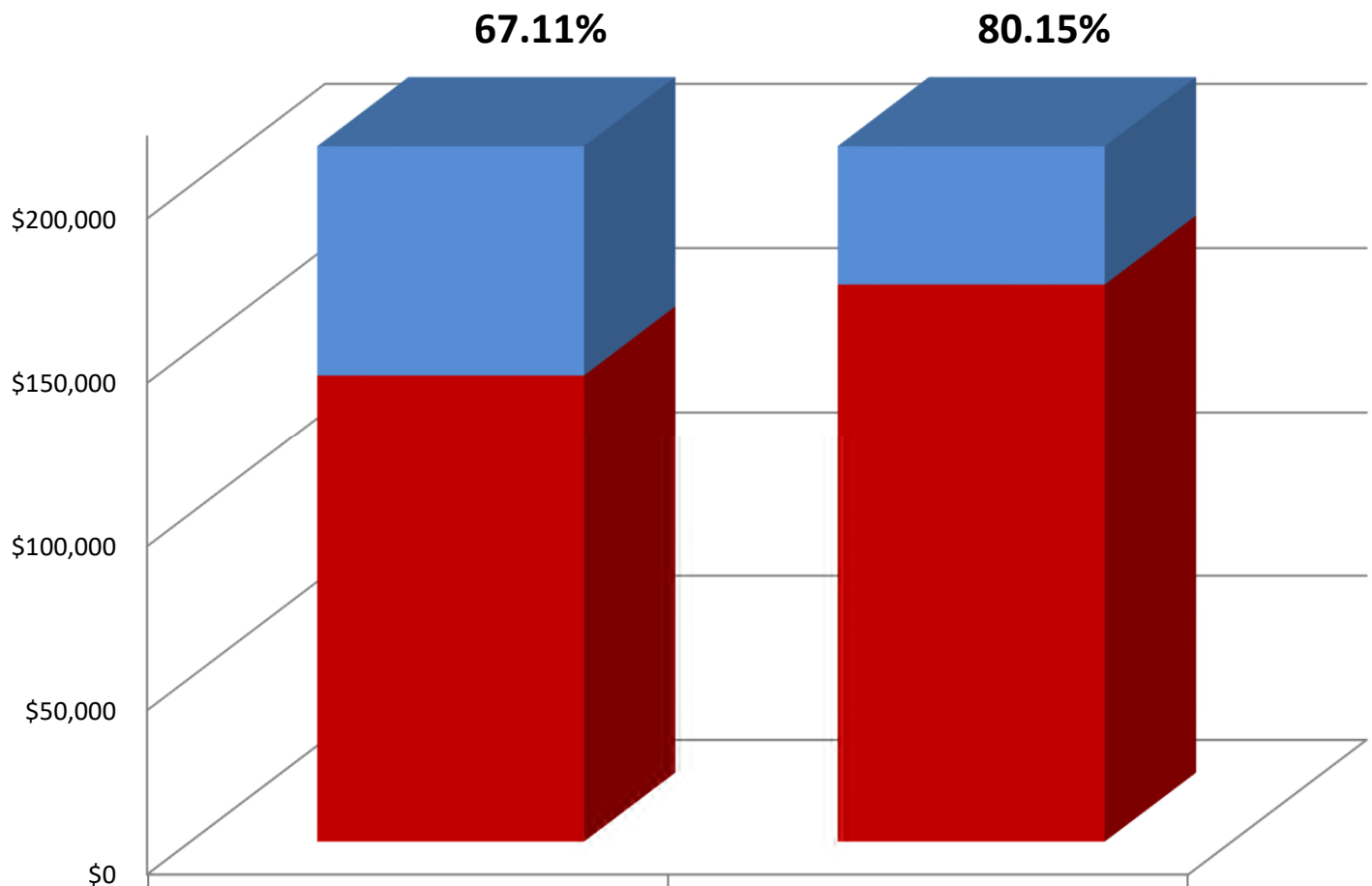


	Year 1	Year 2	Year 3
Remaining	$52,540	$31,969	$23,949
Collected	$118,029	$138,600	$146,620

7/1 -6/30 for each year
Initial Outstanding Base Tax $170,569

PERDUE BRANDON
ATTORNEYS AT LAW

City of Alvin
2017 Percentage of Collection

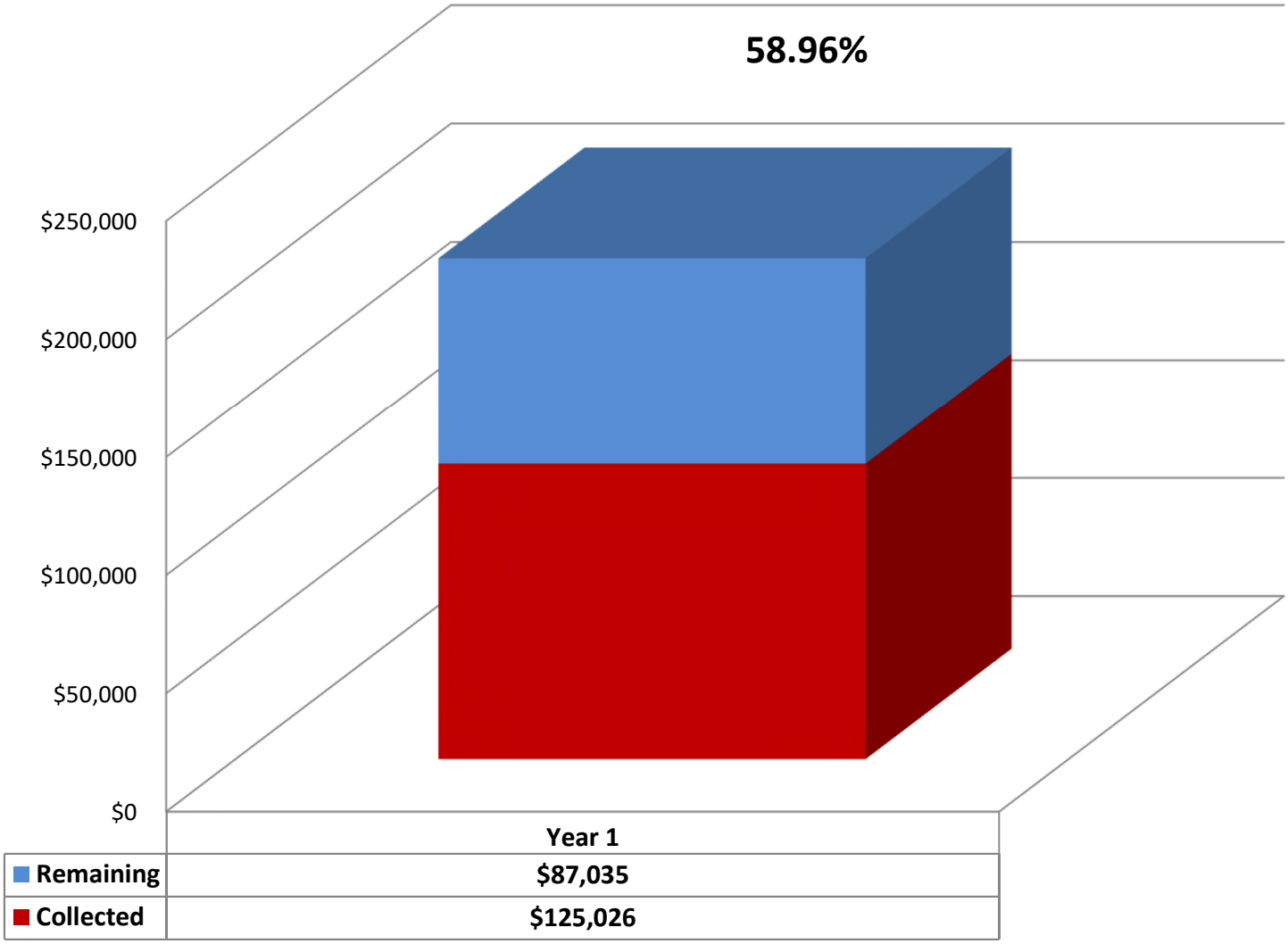


	Year 1	Year 2
Remaining	$69,748	$42,094
Collected	$142,313	$169,967

7/1 -6/30 for each year
Initial Outstanding Base Tax $212,061

PERDUE BRANDON
ATTORNEYS AT LAW

City of Alvin
2018 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax $212,061

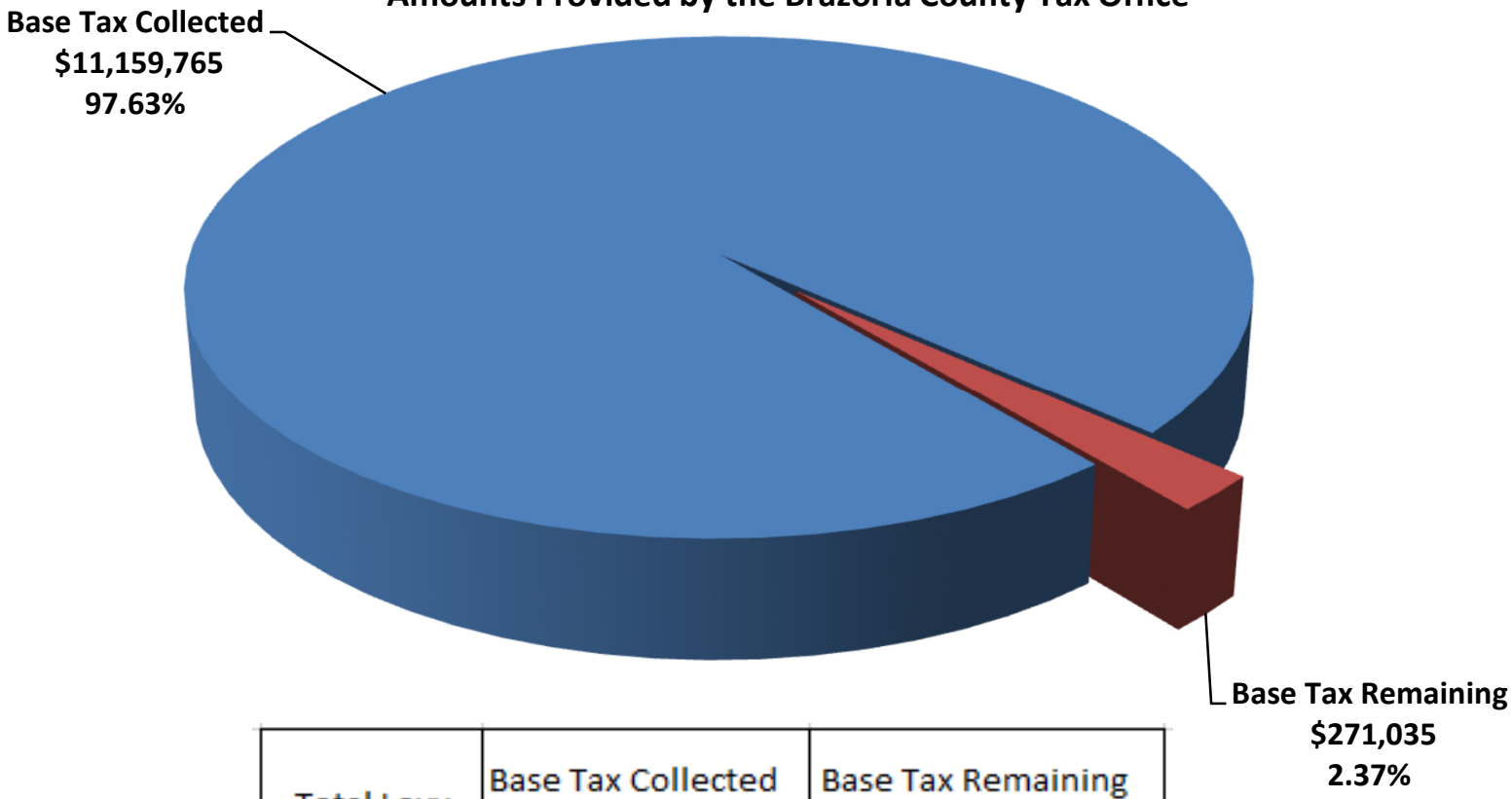
PERDUE BRANDON
ATTORNEYS AT LAW

CITY OF ALVIN

2019 Tax Year - Tax Collections

$11,430,800 Total Levy of 2019 Base Tax*

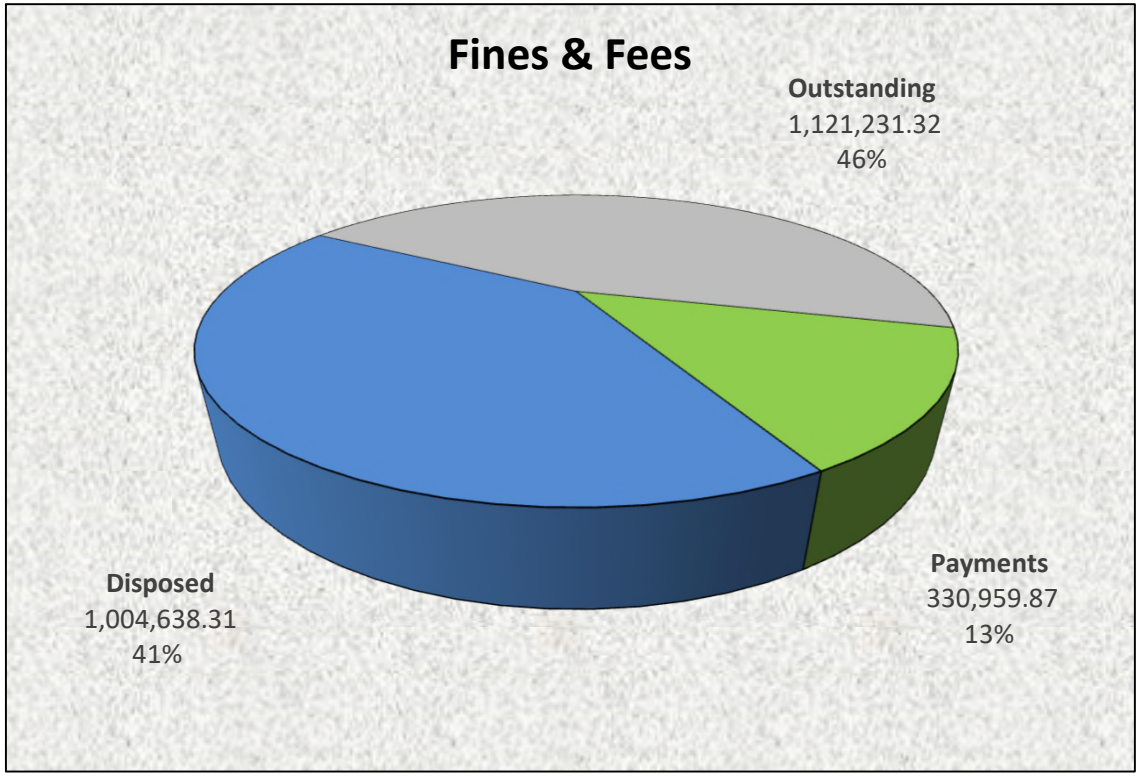
***Amounts Provided by the Brazoria County Tax Office**



Total Levy	Base Tax Collected as of June 30, 2020	Base Tax Remaining as of June 30, 2020
$11,430,800	**$11,159,765**	**$271,035**
	97.63%	**2.37%**

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of July 2, 2020
City of Alvin

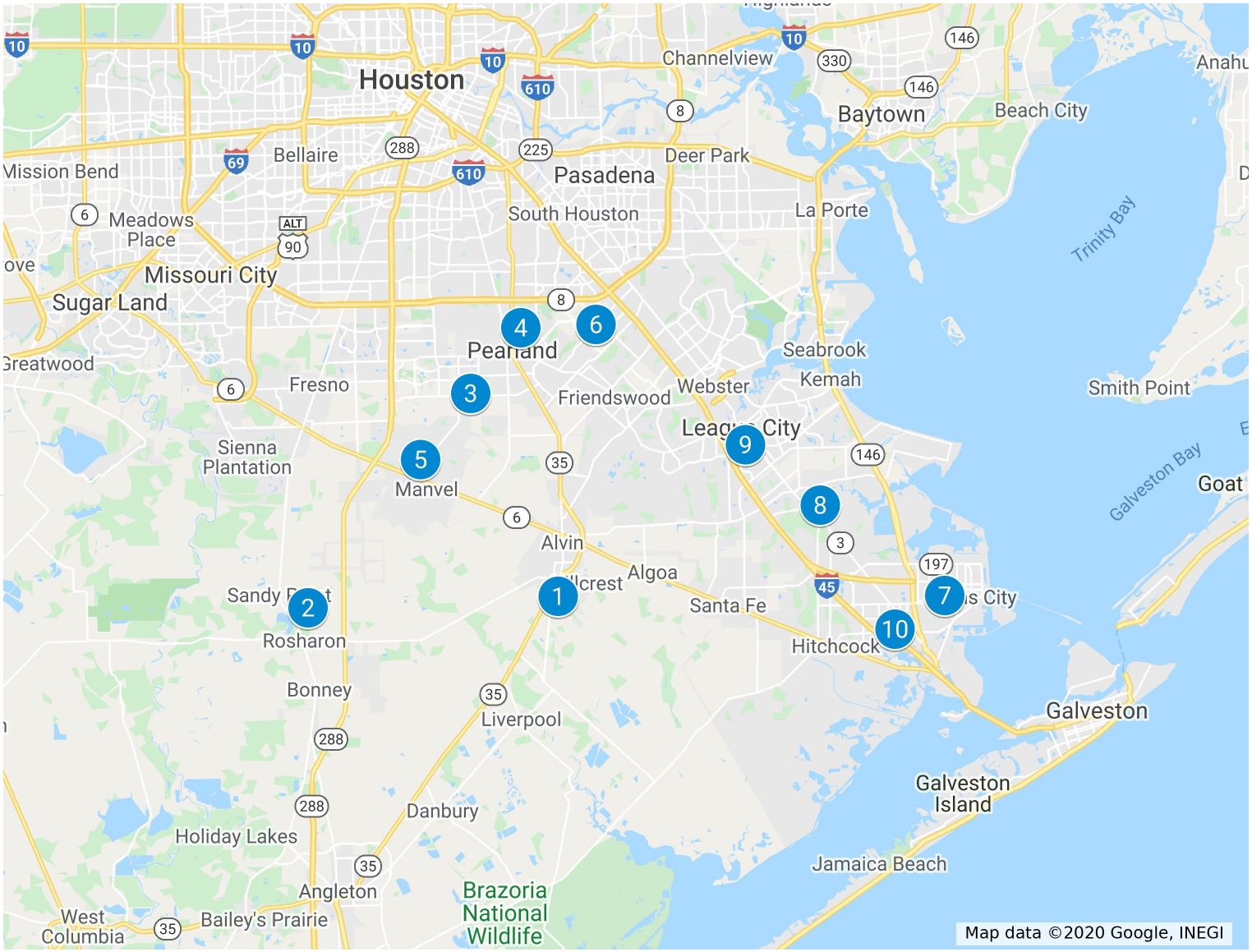
Total Turnover		Payments and/or Partial Payments			Disposed/Cleared/Arrests			Total $ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
$	#	$	#	% of $	$	#	% of $					
2,456,829.50	6,105	330,959.87	846	**13.47%**	1,004,638.31	2,476	**40.89%**	**54.36%**	3,602	23,977	3,413	10,298



City Of Alvin Top 10 Accounts By Zip Code

AlvinCity_Valid.xlsx

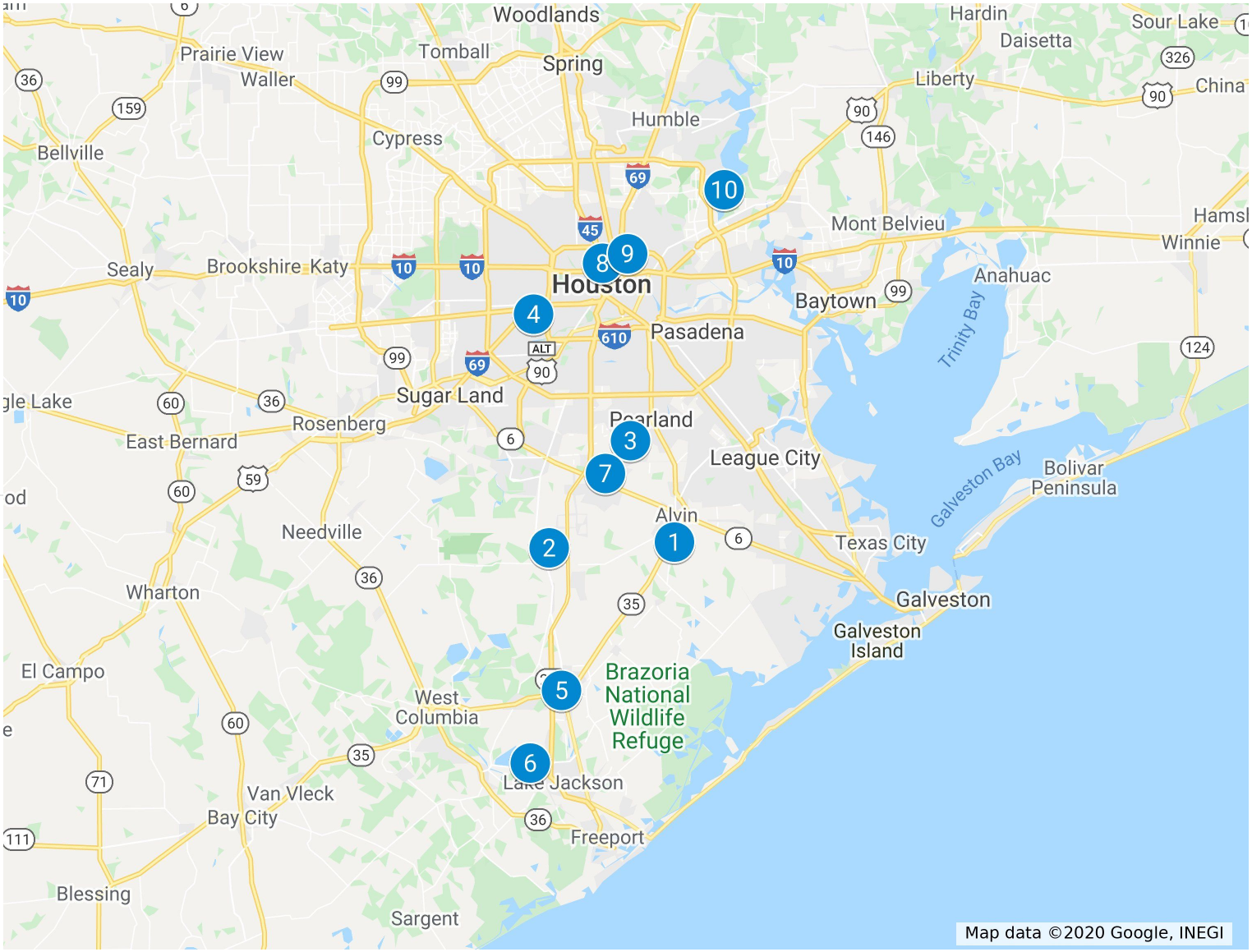
1. 77511 - $280121.48(337)
2. 77583 - $27971.83(40)
3. 77584 - $25067.36(30)
4. 77581 - $13886.86(20)
5. 77578 - $13662.63(17)
6. 77089 - $12784.20(16)
7. 77590 - $14236.50(16)
8. 77539 - $13227.50(13)
9. 77573 - $12502.90(13)
10. 77568 - $7965.36(12)



City Of Alvin Top 10 Bad Address Accounts By Zip Code

AlvinCity_Bad.xlsx

1. 77511 - $78017.45(92)
2. 77583 - $4256.20(6)
3. 77584 - $4823.00(6)
4. 77081 - $1452.00(3)
5. 77515 - $1334.06(3)
6. 77566 - $2587.00(3)
7. 77578 - $2496.00(3)
8. 77009 - $1157.00(2)
9. 77026 - $1124.50(2)
10. 77044 - $890.50(2)



City Of Alvin All Accounts

AlvinCity_All.xlsx

All items

City of Alvin Hazard Mitigation Plan Update

July 16, 2020

What is a Hazard Mitigation Plan, and why is Alvin's being Updated?

Mitigation Plan Update

- 5-year cyclical update is a Federal requirement to stay eligible for many kinds of disaster assistance
- Understand and re-analyze risks
- Provides opportunity to update all plan sections
- City priorities for goals and actions and to reduce risk
- Mitigation Planning Committee (MPC) leads the planning efforts with support from the public and community stakeholders

Revised Plan Layout with this Update

- Section 1. Introduction and Adoption
- Section 2. The Planning Process
- Section 3. Hazard Identification and Risk Assessment
- Section 4. Mitigation Strategy
  - Status of Actions from Last Plan
  - New Actions
- Section 5. Plan Maintenance Process
- Appendices

Plan Update Process

MPC Reviewed Hazards to determine significance to City

Hazard	Location	Maximum Probable Extent (Magnitude/Strength)	Probability of Future Event	Overall Significance Rating	Comments
Dam Failure	None in City	Weak	Unlikely	LOW - See Comments	Closest dam is at least 60 miles away. Inundation map from that dam shows no inundation in, near or around City - Will omit hazard
Drought	**City-wide**	**Severe**	**Likely**	**LOW**	**Will include in plan update but lower priority actions.**
Extreme Heat	City-wide	Moderate/Severe	Likely	MEDIUM/HIGH	Will include in plan update with higher priority actions.
Flood	**City-wide**	**Moderate – rain event floods Severe – Hurr/TS event floods**	**Occasional**	**MEDIUM/HIGH**	**Will include in plan update with higher priority actions.**
Hail	City-wide	Weak	Likely	LOW	Will include in plan update but lower priority actions.
Hurricane/Tropical Storm	**City-wide**	**Severe**	**Likely**	**HIGH**	**Will include in plan update with higher priority actions.**
Lightning	City-wide	Weak/Moderate	Likely	LOW - See Comments	While hazard occurs in City, the City has provided all necessary mitigation measures to protect infrastructure and provide awareness. Will omit as no additional actions will be needed.
Severe Wind	**City-wide**	**Moderate**	**Highly Likely**	**LOW**	**Will include in plan update but lower priority actions.**
Severe Winter Weather	City-wide	Weak	Likely	LOW	Will include in plan update but lower priority actions.
Tornado	**City-wide**	**Moderate/Severe**	**Occasional**	**LOW**	**Will include in plan update but lower priority actions.**
Wildfire	No WUI	Weak	Unlikely	LOW - See Comments	GIS map shows no Wildfire Urban Interface in City. Fire Department reports indicate in past five years grass fires that caused no damage and were extinguished quickly. Will omit hazard.

Review determined the Hazards to be Profiled as part of Plan Update

- Drought
- Extreme Heat
- Flood
- Hail
- Hurricanes and Tropical Storms
- Severe Thunderstorms - High Wind
- Tornadoes
- Winter storm

Plan Update Process

Goals, Objectives, Strategies, Actions

Plan Update Process – Further Streamlined Goal

The goal of this plan is to support the City's efforts to protect the community's health, safety, and welfare by identifying and increasing public awareness of natural hazards, and mitigating risks due to those hazards without creating new problems. In addition, The City will work to:

- Minimize and prevent damage to public and private buildings and infrastructure
- Reduce risk from flood through flood reduction projects, land use and floodplain policies and increased participation in NFIP and CRS by the community
- Reduce economic losses
- Increase cooperation and coordination among private entities, local agencies, State agencies and Federal agencies
- Increase education, outreach, and awareness
- Protect natural resources

Plan Update Process

- Process provides for a status of current actions
  - Completed/Not Completed
  - Priority Change
  - Move to New actions for update
- Process offers an opportunity to put additional “actions” into the plan

Mitigation Strategy and Actions

- The Mitigation Strategy describes how City will accomplish the overall purpose of the planning process

Where we are now…

- All sections of the plan are complete in draft (see binder)
- Update and re-evaluation of Hazard Identification complete
- Risk assessment complete
- Discussion with public and stakeholders on hazards, impact and actions

Next Steps

- Mitigation Planning Committee (MPC) and Stakeholders to review initial draft
- Incorporate comments and changes into draft plan and present plan to submit to the Public for review (September). 30 Days to review
- Incorporate Stakeholder/Public Comments and submit to TDEM/FEMA for review
- Incorporate TDEM/FEMA comment for APA – Approved Pending Adoption
- Adopt the plan update

Mitigation Actions

- Mitigation Actions reduce or eliminate long-term risk and are different from actions taken to prepare or respond to hazard events.
- Four Mitigation action types:
  - Local Plans and Regulations
  - Structure and Infrastructure Projects
  - Natural Systems Protections
  - Education and awareness
  - Initiatives
- Every hazard needs at least two actions

Questions and Comments

Point of Contact
Kristen Thatcher
JSWA
kthatcher@rstarmail.com

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY JUNE 18, 2020
6:00 P.M.

CALL TO ORDER

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

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

WORKSHOP ITEM:

Discuss the rules and regulations of SB2 – Texas Property Tax Reform and Transparency Act of 2019.

Michael Higgins, Chief Financial Officer reviewed the rules and regulations of SB2 – Texas Property Tax Reform and Transparency Act of 2019 and its effects on the annual budget process.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:35p.m.

PASSED and APPROVED the 16th day of July 2020.

_____
Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

MNUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JUNE 18, 2020
7:00 P.M.

CALL TO ORDER

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Castro gave the invocation.

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

PRESENTATION

Brazoria County Appraisal District Board of Directors update – Tommy King.
Mr. King gave an update of the Brazoria County Appraisal District Board.

PUBLIC COMMENT

John Burkey addressed City Council asking the City to re-open the Senior Center. The Senior Center has been closed because of the COVID-19 virus threat.

OTHER BUSINESS

Consider approval of the June 4, 2020 City Council meeting minutes.
Council member Arendell moved to approve the minutes of the June 4, 2020 City Council minutes as amended. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider the resale of trust property located on W. Lobitt St, Easton (Alvin) Blk 15, Lot 3, .1435 Acres; Brazoria County Tax Account Number 3690-0084-000, for the sum of $4,000.

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

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

The property is located on W Lobitt Street (Easton [Alvin] Blk 15 Lot 3 .1435 acres.)

The tax judgment of $2,222.92 represents the taxes, penalty and interest due from 1990-2002 for all taxing entities. There is also a post judgment tax amount of $690.57 from 2003-2004, for a combined total tax due to all entities of $2,913.49, in which $746.40 is due to the City of Alvin.

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

The amount of the offer to Brazoria County is $4,000.00. The amount available for distribution to the taxing entities is $3,256.75 after deducting $743.25 in court costs; and covers all pre and post judgment taxes due to all entities.

The redemption time period expired July 13, 2004, in which the current property owners had an opportunity to reclaim the property. This did not occur.

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

Land Value: $ 6,250.00
Total Taxes due (from all entities): $2,913.49
City of Alvin Taxes due: $746.40
Offer: $4,000.00

Net to Distribute to Taxing Entities		
Brazoria County	13.07%	$425.78
Alvin ISD	49.67%	$1.617.55
ACC	7.89%	$256.86
BC C&R#3	3.49%	$113.66
City of Alvin	25.88%	$842.90
Total	*100%*	*$3,256.75*

Council member Castro moved to approve the resale of trust property located on W. Lobitt St, Easton (Alvin) Blk 15, Lot 3, .1435 Acres; Brazoria County Tax Account Number 3690-0084-000, in the amount of $4,000. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider the appointment of members to the Charter Review Commission.

What is a city charter? A charter is similar to a municipal constitution that is written and adopted by an election of the citizens. The charter defines and limits the powers, duties, and responsibilities of local government based on local preferences and desires. It defines the form of local government and establishes organizational provisions. The citizens determine the necessary controls over their city government, such as elections, referendums, initiatives, and recall.

The Alvin Charter requires a review of its charter document at least every four (4) years but not more than every two (2) years. The review is done by a charter review commission consisting of seven (7) citizens of the city of Alvin and appointed by the City Council. This commission will work closely with the city attorney, who will serve as the staff liaison to the commission. At the commission's first meeting, members will appoint a chair, vice-chair, and secretary, set meeting dates and times, and review duties assigned to the commission.

Once appointed, the commission will have six (6) months to submit their report to City Council (December 17, 2019). The report is then required to be published in the Alvin Sun. City Council will decide whether to place said items before a vote of the people. If so, a special election will be called for May 2021. The timeframe to call such an election will occur within the first two months of 2021.

Advertisements seeking members to serve on this commission were published in the Alvin Sun and posted to the city's various social media sites. The following individuals submitted an application to serve on the commission: Linda Brown, John Burkey, Susan Carlisle, Richard Garivey, David Hudson, Stacey Hughes, Nicole Kelinske, Milton Morgan, Randy Race, Beth Nelson, Cary Perrin, Donna Starkey, JR Dick Tyson, Heather Van Dine, Jamie Vaughn, Lindsey Vaughn, and Rachel Welty. A spreadsheet of applicant information is included in your packet for review. The only requirement to serve on the commission is to be a citizen of the City of Alvin. All applicants meet this requirement.

The last charter review commission was appointed in June 2016. On December 15, 2016, the commission delivered their final report consisting of fifty-seven (57) proposed charter amendments to City Council. On February 16, 2017, City Council called a special election for May 6, 2017 to take the proposed amendments before a vote of the people. Thirty-seven (37) out of the fifty-seven (57) amendments submitted were approved.

Wording from the City Charter regarding the Charter Review Commission:
Sec. 16. - Charter Review Commission. The council shall appoint, at its first regular meeting in June, the year 2001 and in June of every fourth year thereafter, a charter review commission of seven (7) citizens of the city. The Council may appoint a charter review commission any time after two (2) years has elapsed from the date of appointment of the commission.

It shall be the duty of the charter review commission to:

(a) Inquire into the adequacy of, consistency with state and federal law, and correctness of charter provisions to determine whether any such provisions require revision. To this end, one or more public hearings may be held and the commission shall have the power to compel attendance of the city manager and/or city attorney and to require the submission of any of the city records which it may consider necessary to its duties. Issues regarding charter compliance shall be referred to city council for investigation and disposition;
(b) Make any recommendation it considers desirable to update and/or revise the provisions of the charter;
(c) Propose amendments to this charter to improve the effective application of said charter to current conditions; and
(d) Report its findings and present its proposed amendments, if any, to the council.

The charter review commission shall submit its report to the council within six (6) months of the date of its appointment by the council. The council shall receive and have published in the official newspaper of the city any report presented by the charter review commission, shall consider any recommendations made and, if any amendment or amendments be presented as a part of such report, may order such to be submitted to the voters of the city in the manner provided by the applicable statute of the State of Texas. Except as provided herein, the term of office of the charter review commission shall not extend beyond eight (8) months.

After submission of a report, the charter review commission shall convene for the sole purpose of meeting with council to discuss its report. If no report is issued by the charter review commission, the term of office shall not extend beyond six (6) months. Furthermore, if no report is presented to the council, then all records of the proceedings of the commission shall be filed with the city manager and become a public record.

Discussion was had on the selection of members to the Commission.

Council member Adame moved to appoint John Burkey, Richard Garivey, Nicole Kelinske, Beth Nelson, Cary Perrin, Donna Starkey, and Lindsey Vaughn to serve on the 2020 Charter Review Commission. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider the cancellation of the July 2, 2020 regular City Council meeting.
On Thursday, July 2, 2020, all non-emergency City offices will be closed in observance of Independence Day. As a result, staff proposes to cancel the July 2, 2020 regular City Council meeting.

Council member Arendell moved to approve the cancellation of the July 2, 2020 regular City Council meeting. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.
Mr. Junru Roland reviewed the preliminary list for the July 16th City Council meeting and 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 Thompson requested looking into opening the Senior Center.

Council member Vela thanked Richard Garivey for his suggestion on using a ballot and tally method in choosing board/committee members.

Council member Arendell thanked those who submitted their names for the Charter Review Commission, and he further thanked those who were selected.

Council member Castro thanked those who applied to the Charter Review Commission. He expressed the importance of opening of the Senior Center to assist in the mental health of the senior citizens in our community.

Council member Adame wished his sister a happy birthday.

Council member Starkey thanked those who applied for the Charter Review Commission. He expressed support of reopening the Senior Center in a modified way due to COVID-19.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:43 p.m.

PASSED and APPROVED the 16th day of July 2020.

_____

Paul A. Horn, Mayor

ATTEST: _____

Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL SPECIAL CALLED MEETING
MONDAY JUNE 29, 2020
7:00 P.M.

CALL TO ORDER

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

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

SPECIAL MEETING BUSINESS:

Discuss and consider possible actions related to COVID-19.

Council member Castro led the invocation.

Council member Richards led the Pledge to the American flag and Council member Thompson led the Pledge to the Texas flag.

Discussion was had on whether or not to move forward with the City sponsored July 4th fireworks display at Briscoe Park, because of COVID-19. It was the consensus of City Council to move forward with the show since the park will be closed and spectators have been asked to remain in their vehicles, and adhere to social distancing guidelines. Council member Arendell expressed his concern in moving forward with this event, as it will be difficult for police to enforce social distancing measures.

Discussion was had on whether or not the use of facial coverings should be required within the City. Mr. Roland presented a draft order should City Council wish to move forward with such mandate. It was the consensus of City Council not to require the use of facial coverings, but to encourage the use of such. Council members felt that it should not be the government's role to mandate these types of orders, and should be left up to the individual business owners and citizens. Business owners can choose whether or not to require the use of facial coverings to enter their place of business and individual citizens have the individual right to choose whether or not to shop at those businesses with or without such requirements.

Several citizens were present and expressed their concerns with the City mandating the use of facial coverings. One citizen spoke in favor of mandating such requirements to better help protect her family from the virus, as they are essential workers.

Council member Arendell moved to authorize the Mayor to issue a proclamation that would strongly encourage the use of facial coverings when out in the public. Seconded by Council member Thompson; motion carried with all members present voting "Aye".

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:41 p.m.

PASSED and APPROVED the 16th day of July 2020.

_____

Paul A. Horn, Mayor

ATTEST: _____

Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 7/16/2020

Department: Engineering **Contact:** Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Caldwell Ranch Section 1 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 20.573 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

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

Summary: On June 1, 2020, the Engineering Department received the Final Plat of Caldwell Ranch Section 1 for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County, located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of 96 lots, 3 reserves, and 2 blocks. This plat complies with all requirements of the City of Alvin's Planned Unit Development section of the Subdivision Ordinance.

This section is contained in the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020.

The City Planning Commission unanimously approved the plat at their meeting on June 16, 2020. 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:** 7/13/2020 SLH

Supporting documents attached:

- Final Plat of Caldwell Ranch Section 1 – Click here to view plat

Recommendation: Move to approve the final plat of Caldwell Ranch Section 1 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 20.573 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Reviewed by Department Head, if applicable ☒ Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒ Reviewed by City Manager ☒

Agenda Commentary

Meeting Date: 7/16/2020

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Georges Corner (located at 215 N. Jackson St.), being a subdivision of 0.1928 acres in the A. Morgan Survey, Section 16, A-452, also being a partial replat of lots 9 and 10, in Block 6, of Alvin No. 1, as recorded in volume 1, page 1 of the deed records of Brazoria County, Texas, and being recorded in volume 32, page 4 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

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

Summary: On June 1, 2020, the Engineering Department received the final plat of Georges Corner for review. The property is located at 215 N. Jackson Street and is being platted for conveyance. The plat consists of 1 lot and 1 block and complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 16, 2020. 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:** 7/13/2020 SLH

Supporting documents attached:

- Final Plat of Georges Corner – Click here to view plat

Recommendation: Move to approve the final plat of Georges Corner (located at 215 N. Jackson St.), being a subdivision of 0.1928 acres in the A. Morgan Survey, Section 16, A-452, also being a partial replat of lots 9 and 10, in Block 6, of Alvin No. 1, as recorded in volume 1, page 1 of the deed records of Brazoria County, Texas, and being recorded in volume 32, page 4 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Agenda Commentary

Meeting Date: 7/16/2020

Department: Engineering **Contact:** Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Shadow Pond (located on the northwest corner of the intersection of County Road 326 and County Road 160), being 175.48 acres located in the B.B.B. & C.R.R. Company Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Company Survey Section 11, A-224 Brazoria County, Texas.

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

Summary: On June 1, 2020, the Engineering Department received the Final Plat of Shadow Pond for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is located on the northwest corner of the intersection of County Road 326 and County Road 160. This final plat consists of 34 lots, 2 reserves, and 1 block. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 16, 2020. 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:** 7/13/2020 SLH

Supporting documents attached:

- Final Plat of Shadow Pond – Click here to view plat

Recommendation: Move to approve the final plat of Shadow Pond (located on the northwest corner of the intersection of County Road 326 and County Road 160), being 175.48 acres located in the B.B.B. & C.R.R. Company Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Company Survey Section 11, A-224 Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒ Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒ Reviewed by City Manager ☒

Agenda Commentary

Meeting Date: 7/16/2020

Department: Administration **Contact:** Junru Roland, City Manager

Agenda Item: Acknowledge receipt of the Fiscal Year 2020 Capital Improvement Projects Report.

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

Summary: Staff continues to carry out actions on budgeted projects as defined in the 2020 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- 2020 CIP Report Update

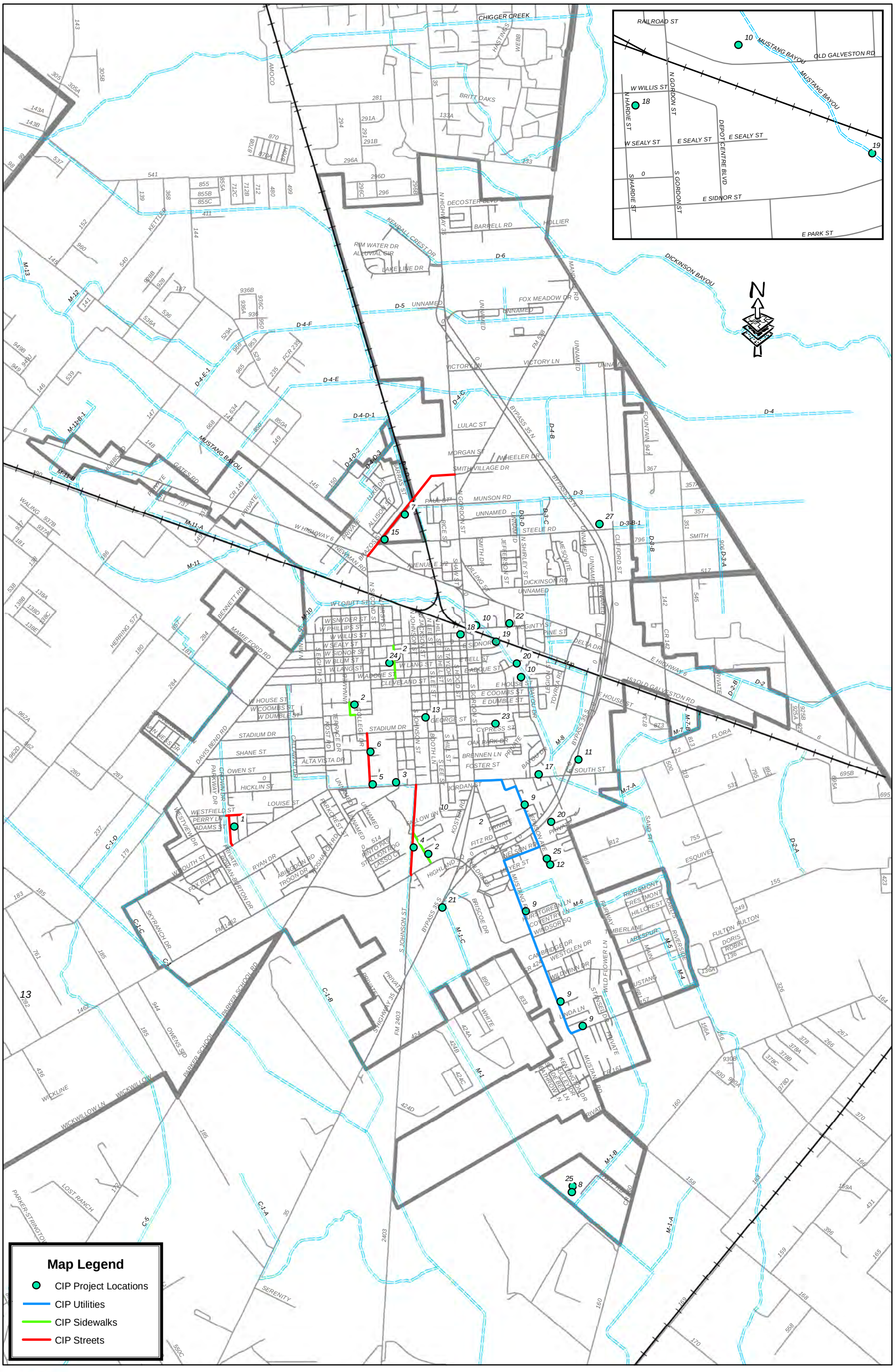
Recommendation: Move to acknowledge receipt of the Fiscal Year 2020 Capital Improvement Projects Report.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒
Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

Capital Improvement Program
Quarterly Report
July 2020

FY 2020 Capital Improvement Program Project Schedule - July 2020

PROJECTS:	10/15/19	10/31/19	11/15/19	11/30/19	12/15/19	12/31/19	1/15/20	1/31/20	2/15/20	2/29/20	3/15/20	3/31/20	4/15/20	4/30/20	5/15/20	5/31/20	6/15/20	6/30/20	7/15/20	7/31/20	8/15/20	8/31/20	9/15/20	9/30/20
1. 2020 Concrete Pavement and Drainage Project							Design										Bid						Construction	
2. 2020 Sidewalk Project																	Bid					Construction		
3. Durant Detention Pond	Construction																Project Complete							
4. Johnson Street Paving and Drainage Improvements	Construction																							
5. Moller Road Storm Sewer and Pavement Phase 1																	Bid						Construction	
6. Moller Road Storm Sewer and Pavement Phase 2																							Design	
7. FM 528 Extension (Design)	Design																							
8. Wastewater Treatment Plant Phase II	Construction									Project Complete														
9. Fairway and South Water Line Improvements	Construction										Project Complete													
10. Lift Stations 14 and 17 Rehabilitation	Construction																Project Complete							
11. Lift Station 30 Expansion & Hwy. 35 Gravity Mains	Design														Bid							Construction		
12. 54" Eastside Interceptor	Design								Pending															
13. Water Line Improvements Phase I	Construction													Project Complete										
14. Northwest/Northeast Basin Sewer Rehab. Project											Design							Bid					Construction	
15. Water Plant #6 Tank Replacement	Construction																							
16. Wayfinding Signs Project	Design																							
17. Fire/EMS Station	Bid				Construction																			
18. Willis Street Downtown Parking Lot	Design														Pending									
19. Mustang Bayou Bank Repair													Design										Construction	
20. Hike and Bike Trail Phase III (Design)	Design																							
21. Disc Golf Course	Construction				Project Complete																			
22. Water Line Improvements Phase 2	Design																Bid				Construction			
23. Water Line Improvements Phase 3																							Design	
24. Water Plant #4 Tank Replacement																								
25. Peak Flow Storage Basin																							Design	
26. 2020 Asphalt Pavement Project									Design													Bid		
27. Lift Station 23 Expansion (Design)										Design														


Map Legend
CIP Project Locations
CIP Utilities
CIP Sidewalks
CIP Streets
CHIGGER CREEK
MUSTANG BAYOU
DICKINSON BAYOU
RAILROAD ST
OLD GALVESTON RD
W WILLIS ST
N HARDIE ST
N GORDON ST
DEPOT CENTRE BLVD
W SEALY ST
E SEALY ST
S HARDIE ST
S GORDON ST
E SIDNOR ST
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2020 Concrete Pavement and Drainage Project

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Tracy Lynn Lane (Westfield Drive to South Street) and Westfield Drive (C-1-B Ditch crossing to the asphalt transition 125 feet east of Kings Lane). Project location identified as a number **1** on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Staff is currently finalizing the plans and specs in order to bid this project in August 2020.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$1,000,000		$1,000,000	2020	
OTHER					
TOTAL:	$1,000,000	$0	$1,000,000		

2020 Sidewalk Project

Project Number:	2
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number **2** on the CIP project location map. Pearson Rd. (east side between Johnson St. and FM 1462), Durant St. (west side between Adoue St. and Sealy St.), Dumble Street (south side between College Street and Clark Street), and Clark Street (west side between Dumble St. and Fairview Dr.).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	Design is complete. Project to bid in August 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$250,000		$250,000	2019/2020	
OTHER					
TOTAL:	$250,000	$0	$250,000		

Durant Detention Pond

Project Number:	3
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Five acre City owned property at the northwest corner of the W. South Street and Durant Street intersection. Project location identified as number **3** on the CIP project location map.
Project Description:	This project includes the design and construction of a storm water detention pond on City owned property along Durant Street (5 acres). This is the second of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by providing detention storage for future storm sewer improvement projects along Durant Street, Moller Road, and Stadium Drive.
Current Status:	Project complete.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$107,000	$122,593	$122,593	2016	
CONSTRUCTION	$677,000	$351,473	$315,000	2018	
OTHER					
TOTAL:	$784,000	$474,066	$437,593		

Johnson Street Paving and Drainage Improvements Project

Project Number:	4
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Johnson Street from South Street to FM 1462. Project location identified as number **4** on the CIP project location map.
Project Description:	This project involves the improvement of paving along Johnson Street from South Street to FM 1462. The project includes the construction of a concrete sidewalk from South Street to Pearson Road along the east side of Johnson Street.
Project Justification:	This project will make improvements and upgrades to Johnson Street.
Current Status:	Comcast has moved their lines to the new poles that were installed by Texas New Mexico Power, and Staff is working to schedule the completion of the sidewalk and regrading near South Street to closeout the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$200,000	$264,650	$200,000	2018	
CONSTRUCTION	$1,718,754	$1,257,666	$2,039,650	2019	
GEO. STUDY	$30,000	$28,700	$30,000	2017	
TOTAL:	$1,948,754	$1,551,016	$2,269,650		

Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	5
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund / Bond Funds
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number **5** on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Design is complete, Staff is currently coordinating with Texas New Mexico Power to have utilities relocated prior to project bid.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$250,000	$249,932	$250,000	2018	
CONSTRUCTION	$1,803,659		$1,800,000	2019	Bond
GEO. STUDY					
TOTAL:	$2,053,659	$249,932	$2,050,000		

Moller Road Storm Sewer and Pavement Improvements Phase 2 (Design)

Project Number:	6
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number **6** on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Project design expected to start in September 2020.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$250,000		$250,000	2020	Bond
CONSTRUCTION	$3,550,000		$3,550,000	2020	Bond
GEO. STUDY					
TOTAL:	$3,800,000	$0	$3,800,000		

FM 528 Extension (Design)

Project Number:	7
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number **7** on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	The Texas Department of Transportation submitted this project in HGAC's "Call for Projects" on October 31, 2018 in an attempt to obtain federal funding for construction through the TIP. This project was not selected for federal funding through the TIP. HDR was notified by TXDOT in June 2019 that they would not be able to advance funding for this project at this time. TXDOT has the project budgeted to start construction in 2024. TXDOT has sent an Advance Funding Agreement for their review of the plans for the project, Council to consider the agreement 7/16/2020.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,000,000	$1,186,353.11	$1,000,000	2018	
CONSTRUCTION	$15,100,000				
OTHER					
TOTAL:	$16,100,000	$1,186,353.11	$1,000,000		

Wastewater Treatment Plant Optimization Improvements Phase II

Project Number:	8
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number **8** on the CIP project location map.
Project Description:	Phase II of this project includes installation of a non-potable water system, belt press, rehabilitation of the aeration system, and rehabilitation of the digester tank as well as upgrades to the laboratory.
Project Justification:	Upgrade the WWTP to meet state and federal regulations.
Current Status:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN		$766,500		2016	Bond
CONSTRUCTION		$4,730,985		2016	Bond
OTHER					
TOTAL:	$0	$5,497,485	$0		

Fairway and South Street Water Line Improvements

Project Number:	9
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Project location identified as number **9** on the CIP project location map.
Project Description:	New 12-inch water transmission line along South Street, Bowman Drive, Jephson Lane, Nelson Road, Mustang Road, and Verhalen Road to connect the Dyche Water Tower and the Verhalen Water Tower. New 10-inch water line along Fm 1462 and new 6-inch water line along Koster Road to replace existing 2.25-inch water lines.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$670,400	$528,111	$528,111	2018	Bond
CONSTRUCTION	$3,352,000	$1,228,796	$1,228,796	2018	Bond
OTHER					
TOTAL:	$4,022,400	$1,756,907	$1,756,907		

Lift Stations 14 and 17 Rehabilitation

Project Number:	10
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Identified as project number **10** on the CIP project location map.
Project Description:	This project includes the rehabilitation of lift stations 14 and 17. The condition assessment results showed these lift stations to be in very poor condition.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$260,000	$225,645	$225,645	2018	Bond
CONSTRUCTION	$1,300,000	$867,673	$867,673	2018	Bond
OTHER					
TOTAL:	$1,560,000	$1,093,318	$1,093,318		

Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	11
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number **11** on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 9.0 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The Pre-Bid Meeting was held on 7/7/2020 and the bid opening is scheduled for 7/21/2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,495,900	$760,515	$679,865	2018	Bonds
CONSTRUCTION	$10,064,900		$10,064,900	2019/2020	Bonds
OTHER					
TOTAL:	$11,560,800	$760,515	$10,744,765		

Revised 7/12/2020

54" Eastside Interceptor

Project Number:	12
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018/2019/2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number **12** on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Staff is working with KDM Acquisition Services, Inc. to acquire the twelve utility easements that are required for the project. Once all easements have been acquired then the project will be ready to bid.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$2,165,300	$2,076,000	$2,076,000	2018	Bond
CONSTRUCTION	$16,399,450		$11,797,760	2019/2020	Bond
OTHER	$31,000	$31,000		2019	Bond
TOTAL:	$18,595,750	$2,107,000	$13,873,760		

Water Line Improvements Phase 1

Project Number:	13
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 and 2019 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project **13** on the CIP project location map.
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$510,800	$433,300	$922,985	2018	Bond
CONSTRUCTION	$2,553,800	$1,590,645	$2,005,595	2018/2019	Bonds
OTHER					
TOTAL:	$3,064,600	$2,023,945	$2,928,580		

Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	14
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Basins in the northern portion of the City.
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Freese and Nichols completed design of the project in May 2020. The project was bid on June 30, 2020 and no bids were received. The project is currently advertising and will bid again on August 4, 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$95,300	$95,200	$95,300	2018	
CONSTRUCTION	$855,700		$850,000	2020	
OTHER					
TOTAL:	$951,000	$95,200	$945,300		

Water Plant #6 Tank Replacement

Project Number:	15
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number **15** on the CIP project location map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The Contractor is completing the site work and is scheduled to complete the project by the end of July 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$526,500	$319,400	$319,400	2018	Bond
CONSTRUCTION	$2,632,500	$2,446,526	$2,446,526	2018	Bond
OTHER					
TOTAL:	$3,159,000	$2,765,926	$2,765,926		

Wayfinding Signs Project

Project Number:	16
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	Ongoing (6/29/20): The wayfinding master plan has been reviewed and approved by staff and the wayfinding signage stakeholders. On May 19, 2020 staff alerted National Sign Plazas (NSP) that the wayfinding master plan has been accepted and a milestone payment was issued for acceptance of the manual. The final step for the planning stage is for NSP to secure TXDOT approval for sign placement in TXDOT's right-of-way. Once TXDOT approval has been secured, a final milestone payment will be issued and the project will be ready to bid for sign fabrication and installation.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$50,000	$49,500	$49,500	2019	
CONSTRUCTION	$180,500	$180,500	$105,500	2020	
OTHER					
TOTAL:	$230,500	$230,000	$155,000		

Fire/EMS Station

Project Number:	17
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Projects Fund and Certificates of Obligations.
Assigned:	Rex W. Klesel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number **17** on the CIP project location map.
Project Description:	This project is to design and construct a new Fire and Emergency Medical Services (EMS) Station on the 4.36 acre property at the corner of Bellaire Boulevard and South Street that was purchased in December 2017.
Project Justification:	Compelling reasons to construct a new station include, but are not limited to expanding service coverage to the south and east quarters of the Fire Department response territory. Also, the two existing stations lack sufficient windstorm ratings and have inadequate sleeping quarters for staff.
Current Status:	Contractor is installing roof decking and CMU walls for the FD engine room, they are also installing underground plumbing and erecting steel for offices and training room. Weather permitting, the Contractor is to start forming for concrete in front of the EMS engine room.
Impact on Operating Budget:	Once the construction of the facility is complete, there will be utility operational and maintenance costs associated with the new facility.
Estimated Useful Life of Capital Investment:	50+ Years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,754,743	$1,754,743	$1,210,743	2018	
CONSTRUCTION	$14,300,000	$11,673,900	$14,170,600	2019	Bond
OTHER	$310,000	$310,000		2018	
TOTAL:	$16,364,743	$13,738,643	$15,381,343		

Willis Street Downtown Parking Lot

Project Number:	18
Project Type:	Public Parking
Strategic Plan:	Maintain Infrastructure
Funding:	General Projects Fund
Assigned:	City Engineer
Project Location:	Project location identified as number **18** on the CIP project location map.
Project Description:	This project includes the installation of a concrete public parking lot on the City owned property at the southeast corner of the Willis and Hardie intersection.
Project Justification:	To create additional public parking in the downtown area.
Current Status:	Staff is currently waiting for Adams Surveying to send the final survey that will identify the alley as being public.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-40 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$120,000		$120,000	2019	
OTHER	$3,200	$3,200	$3,200	2019	Survey
TOTAL:	$123,200	$3,200	$123,200		

Mustang Bayou Bank Repair

Project Number:	19
Project Type:	Park / Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund
Assigned:	City Engineer / Parks Director / City Attorney
Project Location:	Two areas along the bank of Mustang Bayou that washed out during Hurricane Harvey. Project location identified as number **19** on the CIP project location map.
Project Description:	This project includes the design and repair of two locations along Mustang Bayou where the bayou side slope failed due to flood waters from Hurricane Harvey.
Project Justification:	This project is needed to restore the portion of the Hike and Bike Trail that was destroyed due to the side slope failure and to restore the bayou.
Current Status:	GC Engineering submitted the final plans for Staff's review in June 2020. Staff is currently reviewing the plans and plan to bid the project in August 2020.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$156,408	$156,408	$156,408	2018	
CONSTRUCTION	$302,126				
OTHER					
TOTAL:	$458,534	$156,408	$156,408		

Hike and Bike Trail Phase III Design

Project Number:	20
Project Type:	Parks
Strategic Plan:	Extending the existing hike and bike trail as a key addition to the Alvin trail system for non-motorized transportation
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Identified on the CIP project location map as project number **20**. South Street to Mustang Road within the Corporate City Limits.
Project Description:	Design third phase of the existing Hike and Bike Trail adding approximately 1.6 miles of trail to the existing 1.7 miles.
Project Justification:	Provide non-motorized transportation from downtown Alvin to Alvin Community College.
Current Status:	After Staff review and feedback in March 2020, Kimley-Horn will provide a complete preliminary design plan set.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$100,000	$100,000	$100,000	2019/2020	
CONSTRUCTION	$2,756,000				
OTHER					
TOTAL:	$2,856,000	$100,000	$100,000		

Disc Golf Course

Project Number:	21
Project Type:	Disc Golf
Strategic Plan:	Promote Alvin's future Disc Golf Course as a regional amenity. (Parks Master Plan 4.2.2)
Funding:	Hotel Occupancy Tax Fund
Assigned:	Parks and Recreation Director
Project Location:	Approximately 38.45 acres south of Briscoe Park within the Corporate City Limits. Identified as number **21** on the CIP project location map.
Project Description:	Develop a lighted eighteen hole disc golf course with pedestrian walking path.
Project Justification:	Activate undeveloped city owned property and integrate into parks system to provide a regional attraction which promotes recreational tourism.
Current Status:	Project complete as of January 2020.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN		$30,600		2018	
CONSTRUCTION	$275,000	$787,531	$300,000	2019	
OTHER					
TOTAL:	$275,000	$818,131	$300,000		

Water Line Improvements Phase 2

Project Number:	22
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2019 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project **22** on the CIP project location map.
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by State Highway 6, State Highway 35 Bypass, Sealy Street, and Second Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids for this project were opened on June 30, 2020 and there were ten bidders. The bid award for this project is scheduled for July 16, 2020. Construction of this 210 day project is proposed to start in August 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$422,000	$396,250	$422,000	2019	Bond
CONSTRUCTION	$2,109,900	$1,367,343	$2,109,900	2019	Bond
OTHER					
TOTAL:	$2,531,900	$1,763,593	$2,531,900		

Water Line Improvements Phase 3

Project Number:	23
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2019 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project **23** on the CIP project location map.
Project Description:	New 8-inch and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Design to start in September 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$510,700		$510,700	2020	Bond
CONSTRUCTION	$2,553,200		$2,553,200	2020	Bond
OTHER					
TOTAL:	$3,063,900	$0	$3,063,900		

Water Plant #4 Tank Replacement

Project Number:	24
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bonds
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number **24** on the CIP project location map.
Project Description:	Decommission the existing 0.21 and 0.43 Million Gallon (MG) steel ground storage tanks and add a new 1.0 MG concrete ground storage tank at Water Plant #4.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Due to funding constraints this project has been moved to fiscal year 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$351,000		$351,000	2021	Bond
CONSTRUCTION	$1,755,000		$1,755,000	2021	Bond
OTHER					
TOTAL:	$2,106,000	$0	$2,106,000		

Peak Flow Storage Basin

Project Number:	25
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	Water and Sewer Impact Fees
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number **25** on the CIP project location map.
Project Description:	This project includes the construction of a 1.0 million gallon (MG) peak flow storage basin at the wastewater treatment plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Design to start in September 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$214,500		$214,500	2020	Impact fees
CONSTRUCTION	$1,072,500		$1,072,500	2020	Impact fees
OTHER					
TOTAL:	$1,287,000	$0	$1,287,000		

2020 Asphalt Pavement Project (Contractor)

Project Number:	26
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations to be determined.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	Staff is waiting to receive the final geotechnical report for the project so that design can begin.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$500,000		$500,000	2020	
OTHER					
TOTAL:	$500,000	$0	$500,000		

Lift Station 23 Expansion Project (design)

Project Number:	27
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number **27** on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 15 and 16. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 14,720 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering submitted the 30% design plans in May 2020 for Staff review and comment. LJA is currently working on the 90% design plans.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,389,800	$1,389,800	$1,700,000	2015	Bonds
CONSTRUCTION	$14,000,000				
OTHER					
TOTAL:	$15,389,800	$1,389,800	$1,700,000		

Agenda Commentary

Meeting Date: 7/16/2020

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

Agenda Item: Acknowledge receipt of the Quarterly Financial Report and Investment Report ending June 30, 2020.

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

Summary: The City Charter requires the Chief Financial Officer to report on the financial condition of the City each quarter.

In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending June 30, 2020.

In summary, the City of Alvin has an investment portfolio at June 30, 2020, of **$81 million**, which consists of $63.1 million invested in the Local Government Investment Pools, $749,000 in Certificates of Deposits, and $17.2 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was $55,896. The City's yield for the quarter was .48% and the 90-day T-Bill was .13%.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Financial Report – June 2020

Recommendation: Move to acknowledge receipt of the Quarterly Financial Report and Investment Report ending June 30, 2020.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

City of Alvin

Quarterly Investment Report

6/30/20

City of Alvin
Investment Report Commentary
For the Quarter Ended, June 30, 2020

The City of Alvin's investment portfolio at June 30, 2020, was **$81 million**, consisting of $63.1 million invested in the Local Government Investment Pools, $749,000 in Certificates of Deposits, and $17.2 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was $55,896. During the previous quarter, the City's total portfolio was **$85.6 million**, with total interest of $267,744. The total Market Value of the City's portfolio decreased during the quarter by $4.3 million. We expect the market value to decrease during the next quarter as expenditures for operating needs will increase and property tax collections slow down.

The City of Alvin earned a Weighted Average Yield-to-Maturity rate of **.48%** during the current quarter. The market benchmark that is used as a comparison is the 90-day T-Bill which was **.13%** for the quarter. The City's yield was 35 basis points higher than the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **1.32%** and the 90-day T-Bill average was **.96%,** or 36 basis points more than the T-Bill rate.

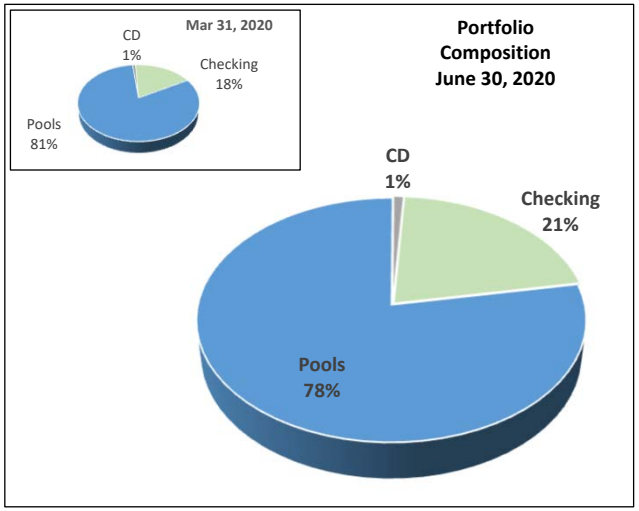
The overall Weighted Average Maturity (WAM in days) was **.5 days** during the quarter, compared to **1.32 days** in the previous quarter. The WAM days are very low because 99% of the portfolio is invested in the 1 day maturities, primarily investment pools. The City's maximum allowable maturity days varies on the type of investment which can range from 30 days to 3 years.

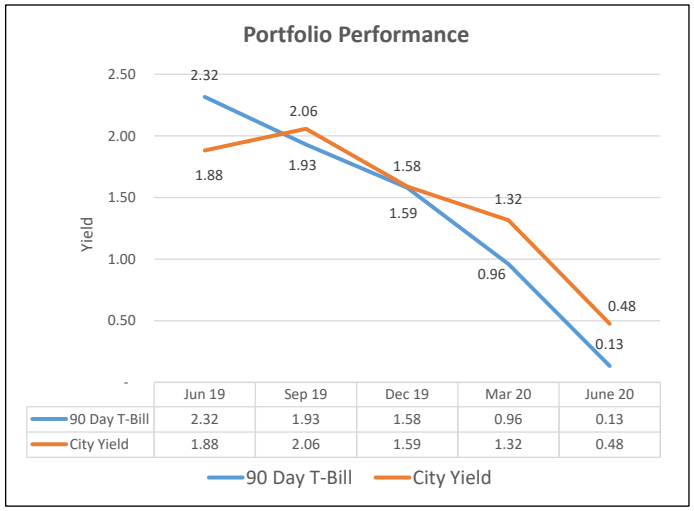
As mentioned above, the City's benchmark rate at June 30, 2020, is the 90-day T-Bill, which was a .96% average for the quarter. The rate a year ago at June 30, 2019, was 2.32%. According to the Texstar's June 2020 performance report, "*The first half of 2020 certainly defied expectations. Markets had just begun to improve at the end of the first quarter, after the outbreak of COVID-19, subsequent government mandated lockdowns and travel restrictions brought the economy to a halt. As the US Government and the Federal Reserve (Fed) intervened forcefully and quickly with aid packages and monetary policy of unprecedented size and scope, the growth of coronavirus cases began to slow. Markets reacted quickly in the second quarter as investors began to price in a recovery for an economy that had previously been on solid footing before the pandemic began. By June 30th, the S&P 500 was up 20.5% for the quarter, interest rates were at or near their all-time lows and credit spreads had recovered substantially all of their spread widening*."

The City of Alvin Finance Department will continue to monitor the market and the rates looking for the best options to increase our investment earnings, while remaining in a safe position. In addition, we plan to monitor our bank depository balances more closely as the earnings rate for the bank account is currently at 1%.

City of Alvin
Investment Portfolio
June 30, 2020

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	Mar 31, 2020 Book Value	Mar 31, 2020 Market Value	Net Purchases & Disb During Qtr	June 30, 2020 Book Value	June 30, 2020 Market Value	Interest Earned During Qtr
Bank Depository/Demand Accounts			open	1	1.000%	15,055,135	15,055,135	2,143,676	17,198,812	17,198,812	326
Cert of Deposit - BMO Harris Bank	05581W6F7	3/23/2020	9/23/2022	815	1.494%	250,000	250,272	(250,000)	-	-	945
Cert of Deposit - BMW Bank North Am.	05580AWS9	6/26/2020	6/27/2022	727	0.250%	-	-	249,000	249,000	248,315	-
Cert of Deposit - First Bank NC	31931TGF6	3/31/2020	12/31/2020	184	1.100%	248,000	248,000		248,000	249,215	680
Cert of Deposit - Wells Fargo	949763S56	1/29/2020	10/29/2020	121	1.700%	250,000	250,915		250,000	251,313	1,071
Investment Pool - Texstar			open	1	0.296%	58,436,125	58,436,125	(6,648,443)	51,787,682	51,787,682	41,589
Investment Pool - Texas Class			open	1	0.817%	1,965,953	1,965,953	(1,844)	1,964,109	1,964,109	3,975
Investment Pool - Texpool			open	1	0.393%	8,417,739	8,417,739	6,568	8,424,307	8,424,307	6,568
Investment Pool - Texpool (TIRZ#2)			open	1	0.393%	950,782	950,782	742	951,523	951,523	742
						$85,573,734	**$85,574,921**	**($4,500,301)**	**$81,073,433**	**$81,075,277**	**$55,896**





	3/31/2020	6/30/2020
Book Value	85,418,670	81,073,433
Market Value	85,419,857	81,075,277
	Change in MV	($4,344,580)
Weighted Avg Maturity (days)	1.3	0.5
Weighted Avg YTM	1.32%	0.48%
Avg Yield of 90 day T-Bill	0.96%	0.13%

Accrued Interest @ 6/30/20 $582

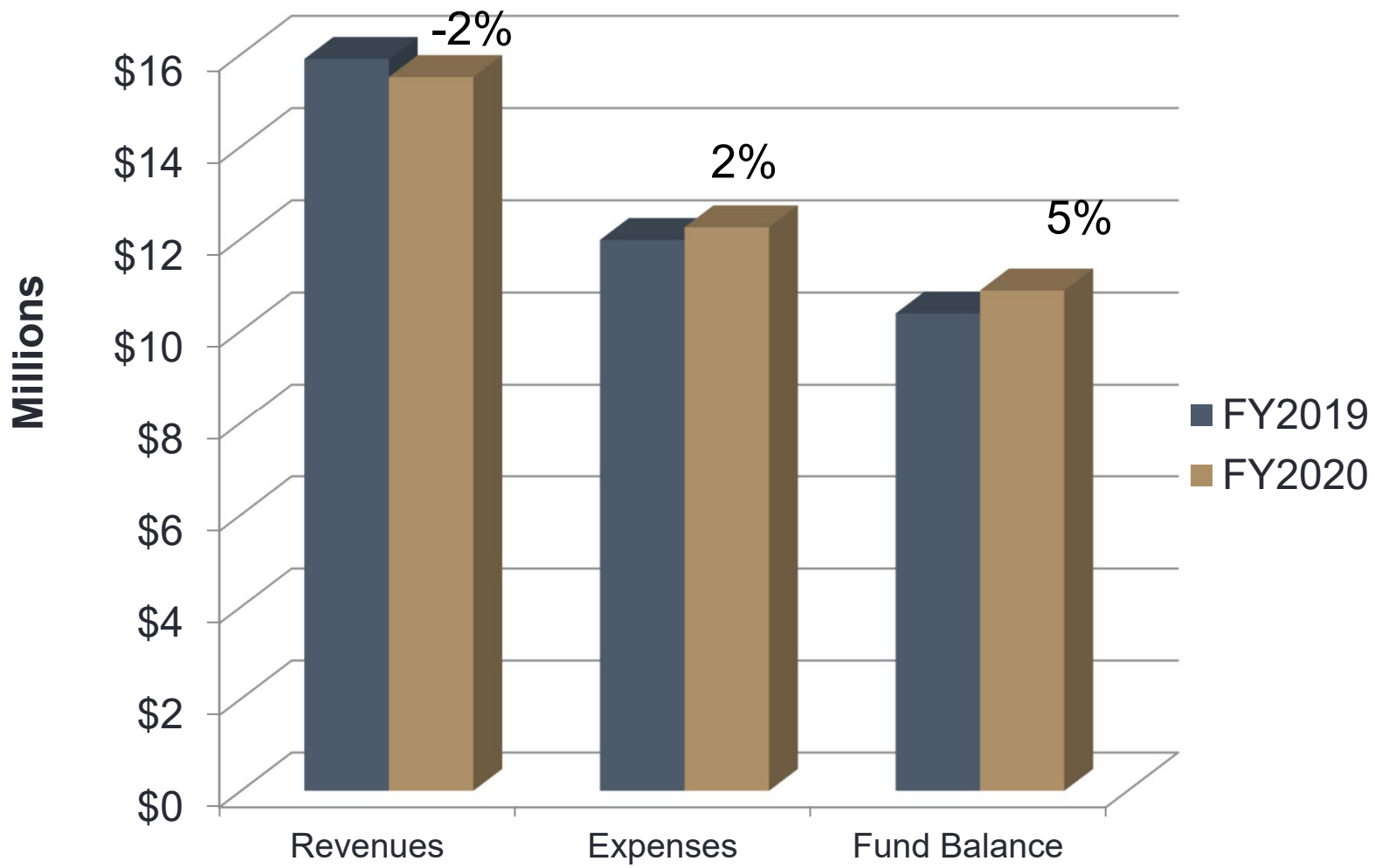
Chief Financial Officer

CITY OF ALVIN

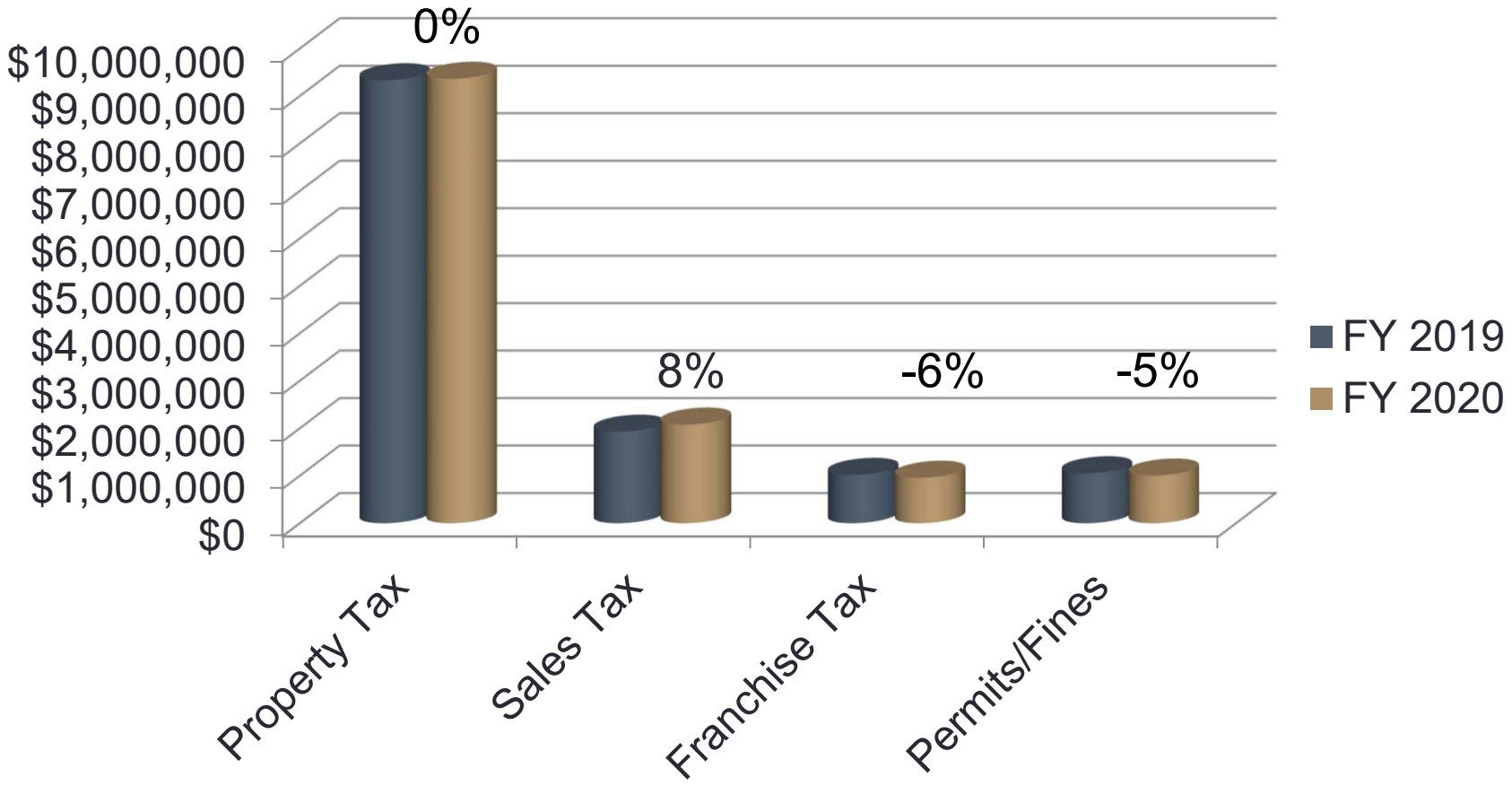
Financial Summary

Month ending June 2020

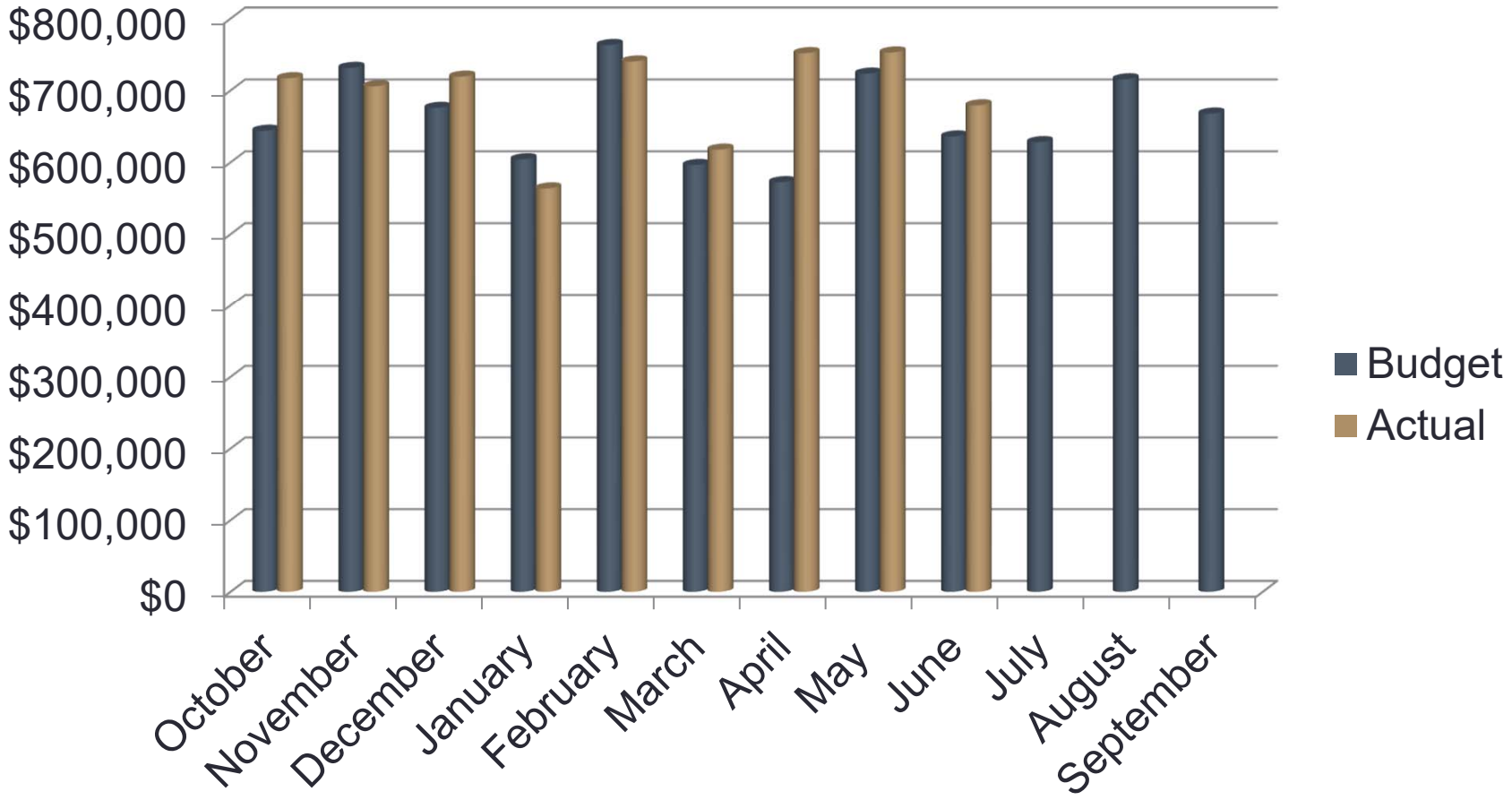
General Fund Summary
Revenue, Expense & Fund Balance Comparison



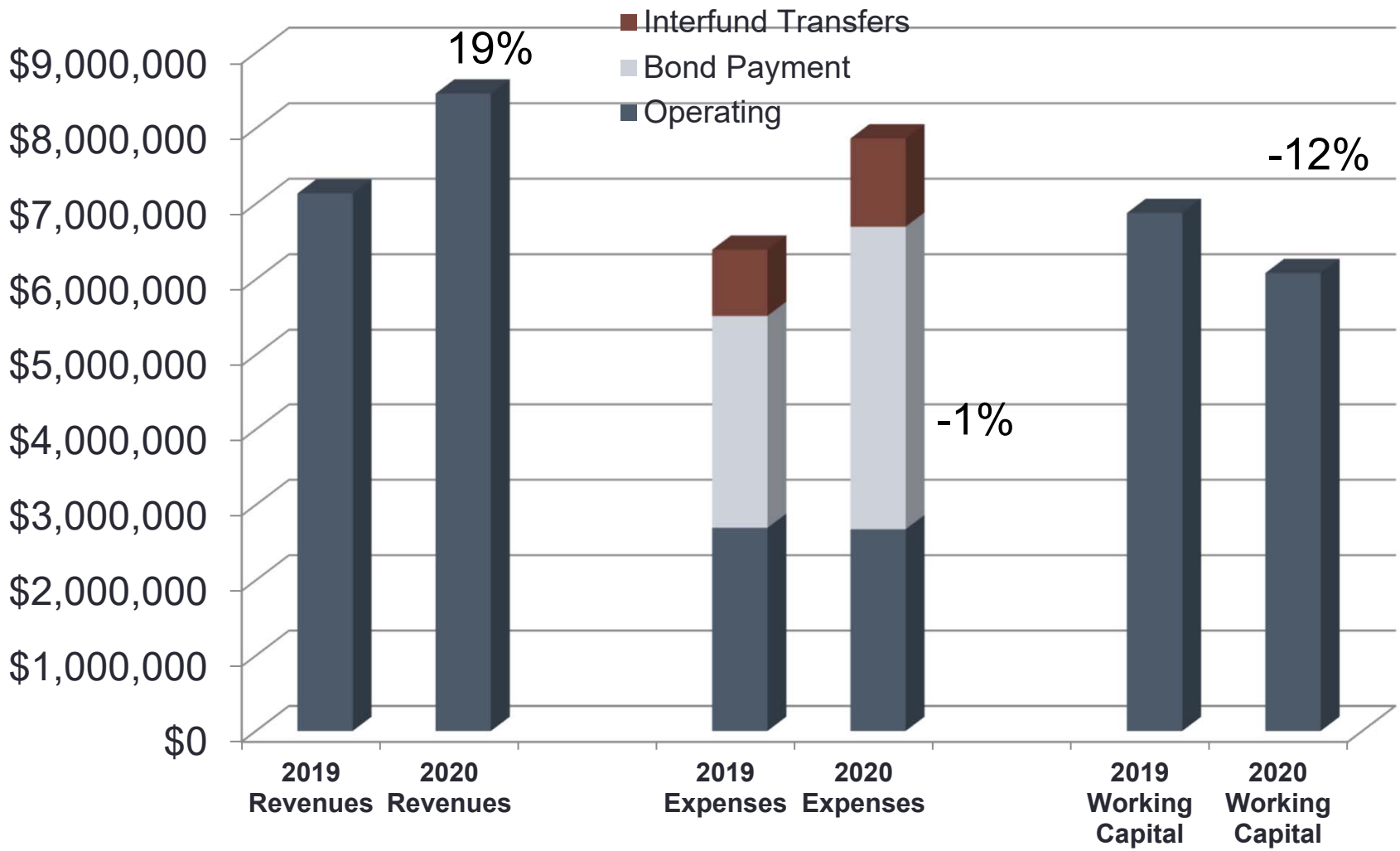
General Fund
Major Revenue Comparison
as of June 2020



Sales Tax Revenues
Budget vs. Actual
FY 2019-20

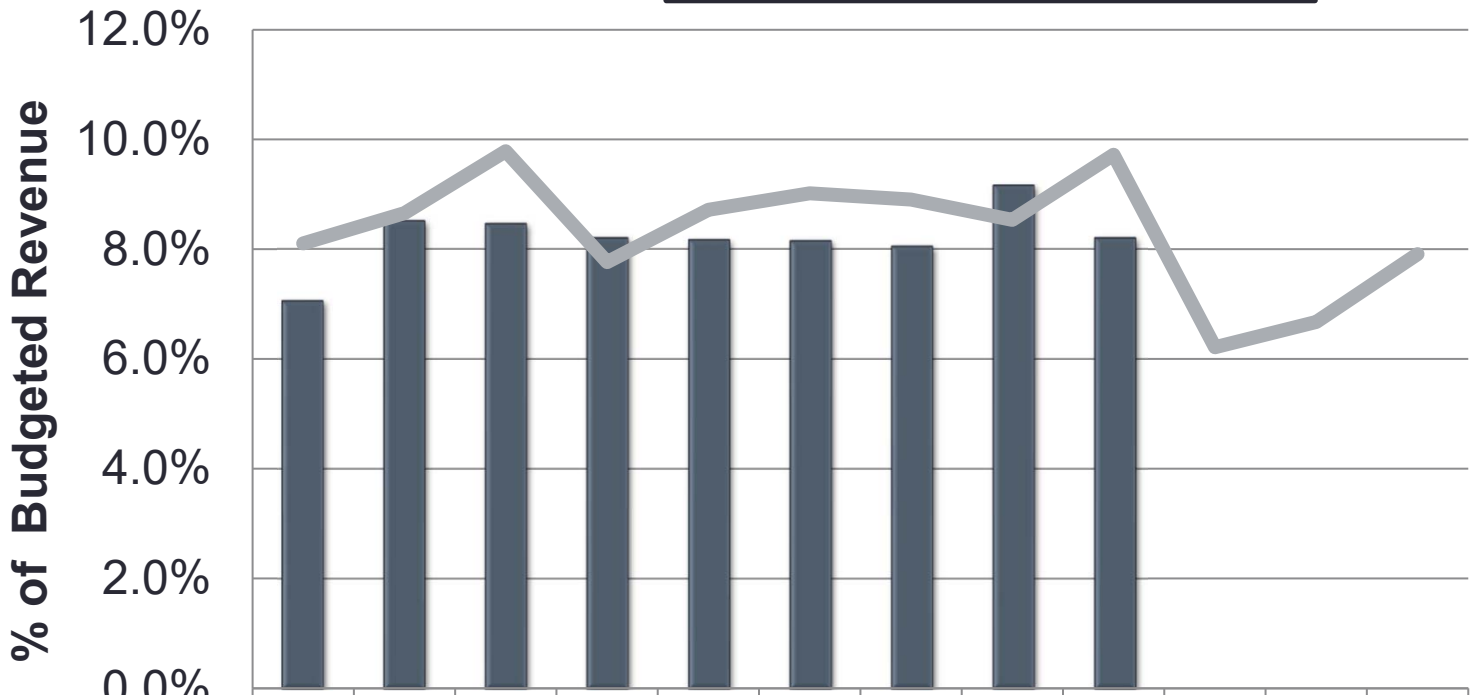


UTILITY FUND
Revenue & Expense Comparison (YTD)



% of FY20 W&S Revenue Budget Billed per Month

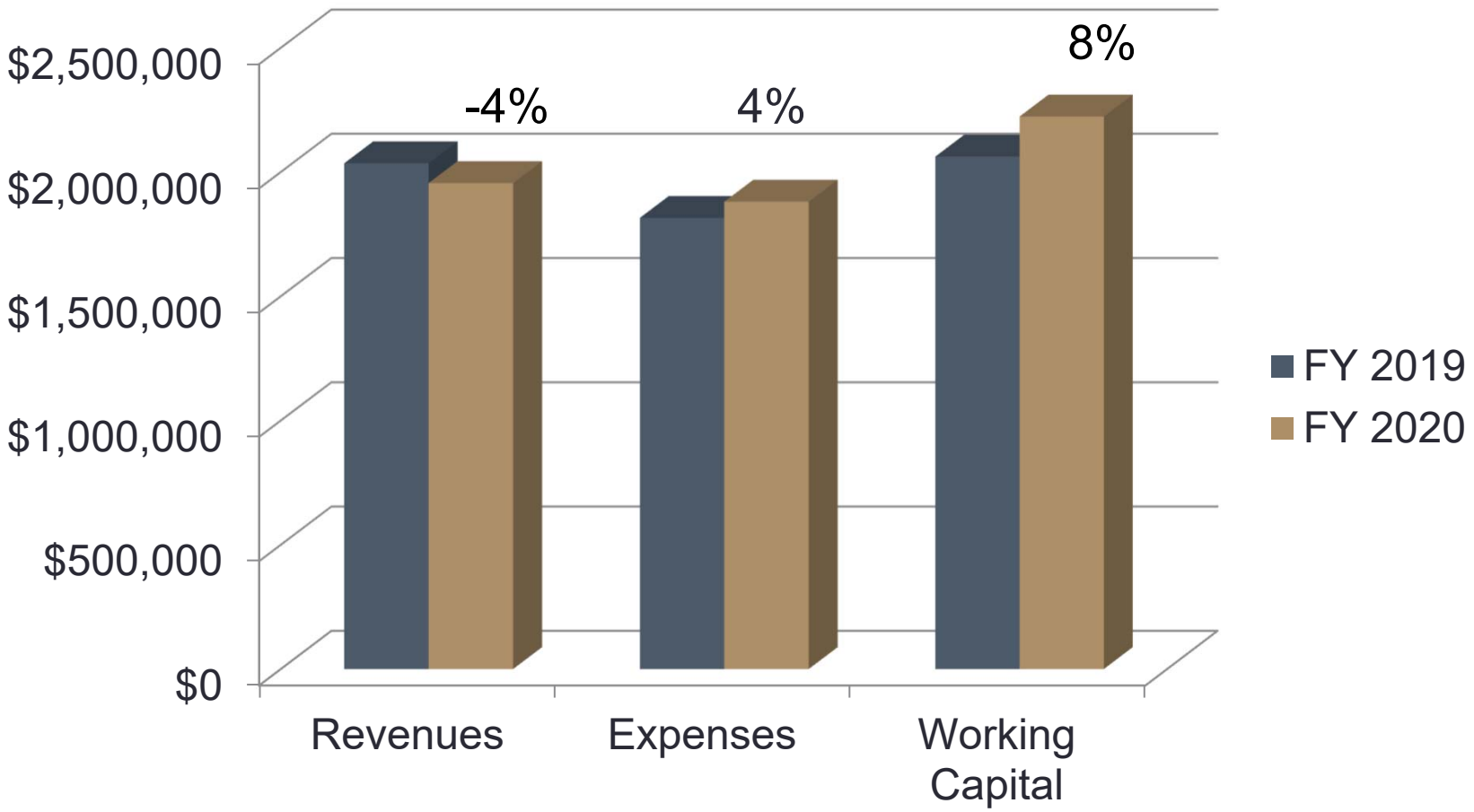
FY20 Billing (YTD) – 74%
5-Year Historical Average Billing – 79%



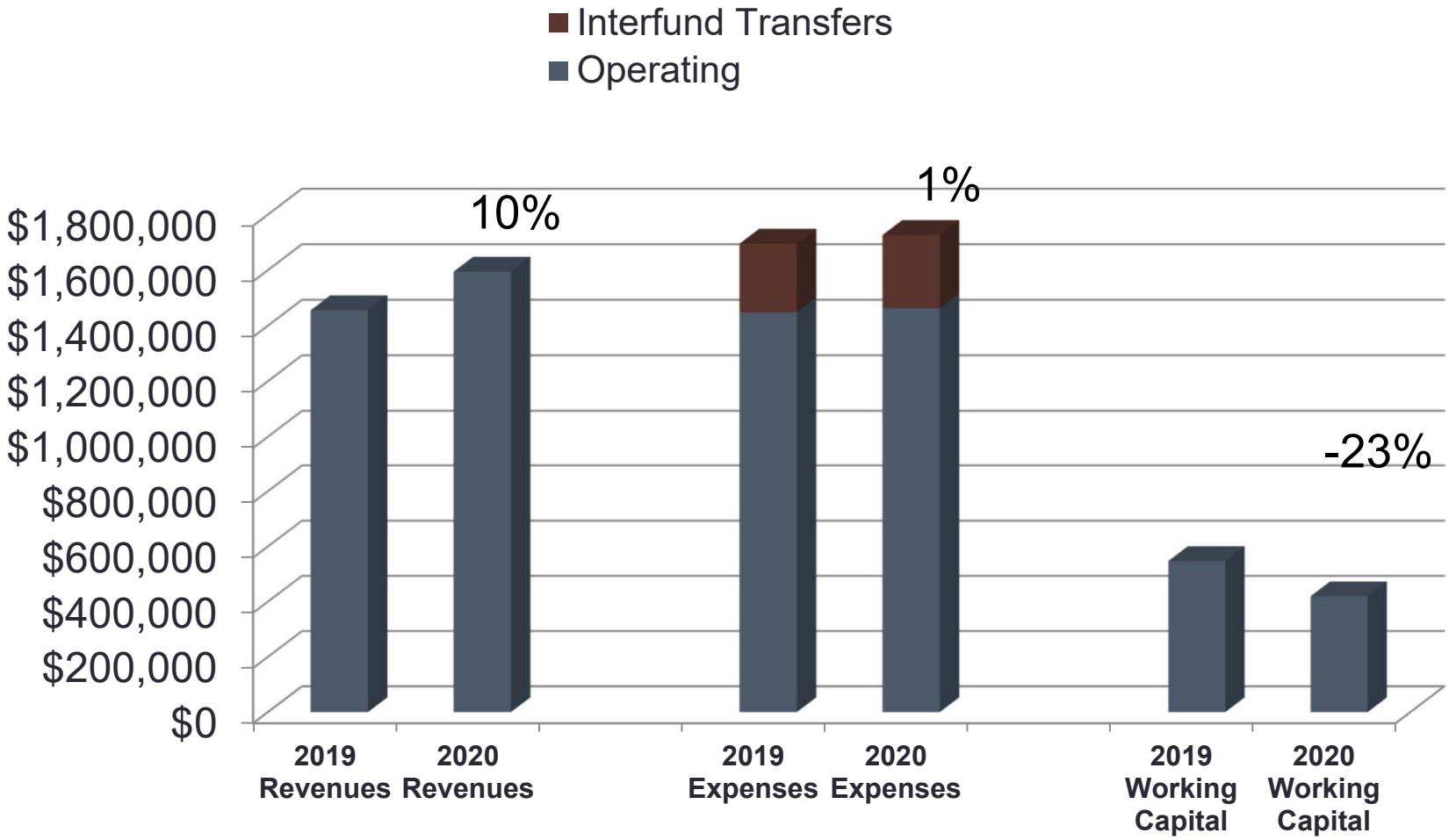
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY20 Budget Billed	7.1%	8.5%	8.5%	8.2%	8.2%	8.2%	8.1%	9.2%	8.2%			0.0%
5yr - Average	8.1%	8.7%	9.8%	7.8%	8.7%	9.0%	8.9%	8.5%	9.7%	6.2%	6.7%	7.9%

Line - 5 year history of the % of total annual billings per month.
Bar - % of the Fiscal Year 2019-20 budgeted revenues billed per month.

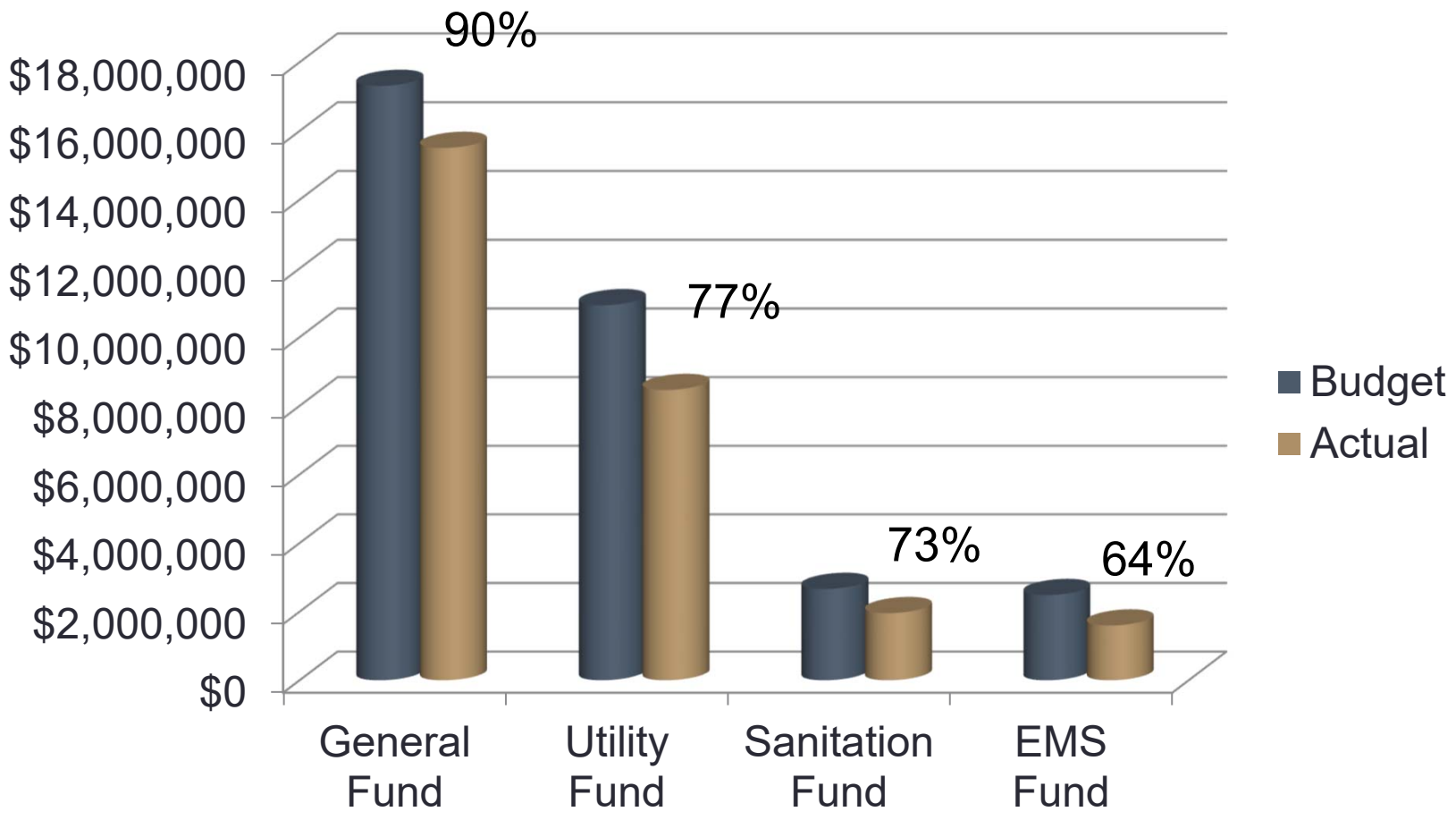
Sanitation Fund
Revenue & Expense Comparison (YTD)



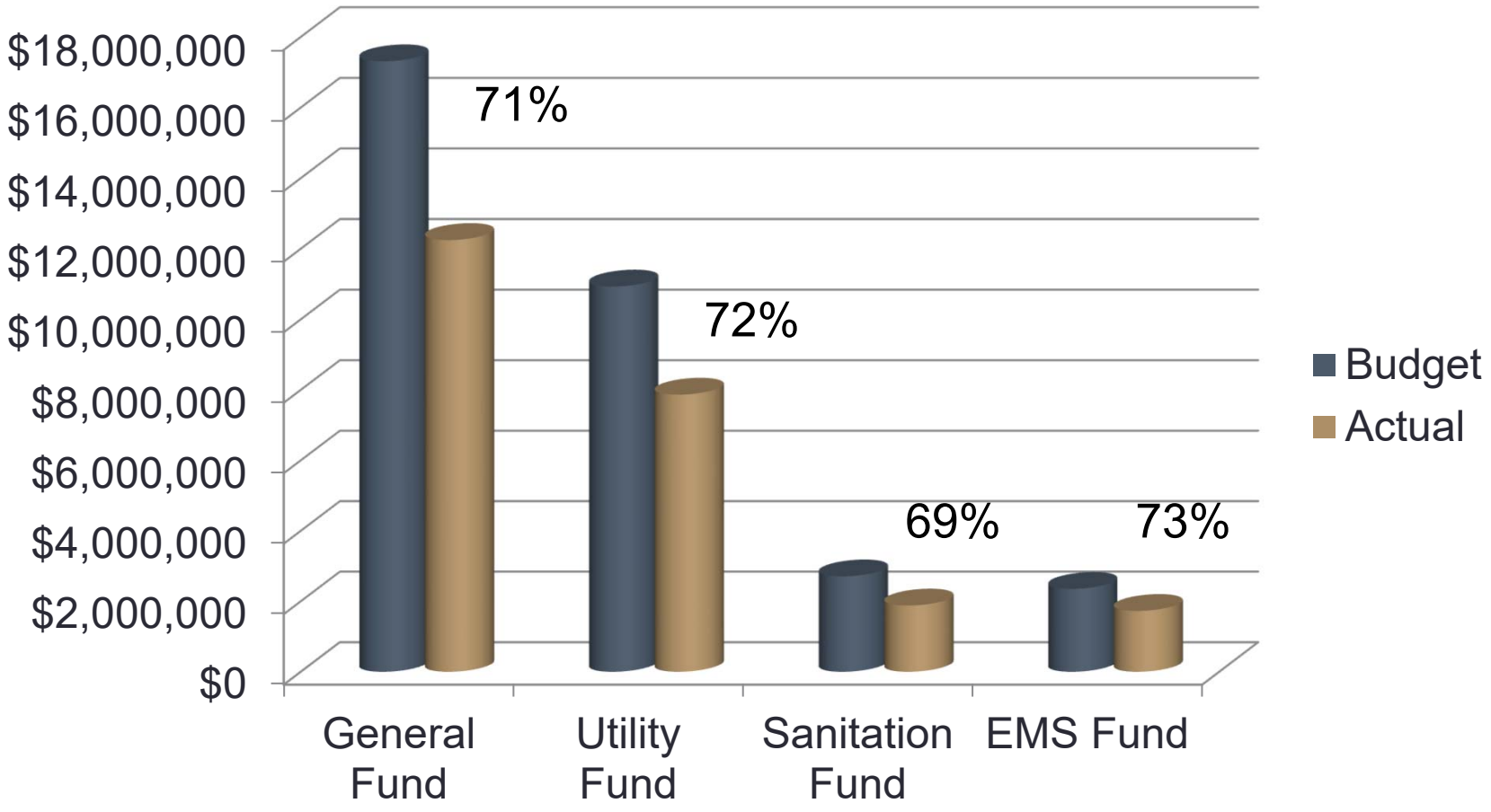
EMS Fund
Revenue & Expense Comparison (YTD)



Operating Revenues
Budget vs. Actual
as of June 2020 (75% of FY)



Operating Expenditures Budget vs. Actual as of June (75% of FY)



Cash and Investment Summary

Cash and Investments as of June 2020

FUNDS		BALANCE
GENERAL FUND	$	11,122,921
UTILITY FUND		11,412,089
SPECIAL REVENUE FUNDS *		2,096,461
TIRZ		1,085,313
CEMETERY FUND		682,606
SANITATION FUND		1,263,679
EMS FUND		300,880
CAPITAL PROJECTS (GOVERNMENTAL) **		18,020,176
CAPITAL PROJECTS (UTILITY) ***		28,951,912
INTERNAL SERVICE FUNDS ****		4,956,059
DEBT SERVICE		346,486
Total	$	**80,238,584**

- * Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- ** Sales Tax Fund and Governmental Bond Funds
- *** Utility Bond Funds
- **** Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds

CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 6/30/20

HOTEL TAX FUND

	CURRENT MONTH		%	YEAR TO DATE		%	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
REVENUES								
OCCUPANCY TAXES	9,409	6,909	-27%	232,801	195,689	-16%	300,000	104,311
OTHER OPERATING INCOME	199	14	-93%	26,612	9,670	-64%	26,000	16,330
TOTAL REVENUES	**9,608**	**6,923**	**-28%**	**259,412**	**205,359**	**-21%**	**326,000**	**120,641**
EXPENDITURES								
PERSONNEL	4,915	5,445	11%	46,661	51,368	10%	70,677	19,309
SUPPLIES	695	-	-100%	15,211	1,303	-91%	33,000	31,697
CONTRACT SERVICES	8,559	3,214	-62%	159,514	90,180	-43%	228,258	138,078
CAPITAL OUTLAY	84,463	-	0%	247,315	168,289	0%	-	(168,289)
DEBT SERVICE	-	-	0%	6,823	8,241	21%	8,241	0
INTERFUND TRANSFERS	1,486	1,748	18%	13,378	15,728	18%	20,970	5,243
TOTAL EXPENDITURES	**100,118**	**10,406**	**862%**	**488,904**	**335,109**	**-31%**	**361,147**	**26,037**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				(229,491)	(129,750)			
BEGINNING FUND BALANCE				996,508	645,984			
ENDING FUND BALANCE				**767,017**	**516,234**			

CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 6/30/2020

UTILITY FUND

	CURRENT MONTH LAST YEAR	CURRENT MONTH THIS YEAR	% CHANGE	YEAR TO DATE LAST YEAR	YEAR TO DATE THIS YEAR	% CHANGE	CURRENT BUDGET	BUDGET BALANCE
REVENUES								
CHARGES FOR SERVICES	801,979	876,634	9%	6,748,134	7,889,105	17%	10,579,884	2,690,779
OTHER OPERATING INCOME	16,161	22,433	39%	388,433	571,685	47%	349,781	(221,904)
TOTAL REVENUES	**818,140**	**899,067**	**10%**	**7,136,567**	**8,460,790**	**19%**	**10,929,665**	**2,468,875**
EXPENDITURES								
WATER	62,510	62,093	-1%	700,452	655,540	-6%	1,110,607	455,067
SEWER	51,645	77,217	50%	534,878	584,986	9%	912,411	327,425
WASTEWATER TREATMENT	49,577	54,411	10%	519,328	521,006	0%	752,309	231,303
ADMINISTRATION	25,820	20,125	-22%	242,475	207,206	-15%	363,161	155,955
BILLING AND COLLECTIONS	24,269	26,642	10%	195,400	228,863	17%	336,799	107,936
PUBLIC SERVICES FACILTY	3,656	3,556	-3%	43,191	41,531	-4%	75,800	34,269
CODE ENFORCEMENT PROGRAM	8,767	11,064	26%	86,797	90,174	4%	132,205	42,031
CONTRACT SERVICES	31,488	34,257	0%	372,802	347,679	-7%	537,692	190,013
TOTAL OPERATING EXPENDITURES	**257,731**	**289,365**	**12%**	**2,695,322**	**2,676,985**	**-1%**	**4,220,984**	**1,543,999**
DEBT SERVICE PRINCIPAL & INT.	-	-	0%	2,819,754	4,019,896	43%	5,363,533	1,343,637
INTERFUND TRANSFERS	62,974	69,895	11%	877,185	1,168,112	33%	1,345,148	177,036
TOTAL EXPENDITURES	**320,705**	**359,260**	**12%**	**6,392,260**	**7,864,994**	**23%**	**10,929,665**	**2,887,636**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				744,307	595,797			
BEGINNING NET OPERATING ASSETS				6,134,548	5,487,235			
ENDING NET OPERATING ASSETS				**6,878,855**	**6,083,032**			

CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 6/30/20

SANITATION FUND

	CURRENT MONTH		%	YEAR TO DATE		%	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
REVENUES								
CHARGES FOR SERVICES	220,515	211,044	-4%	1,992,200	1,943,128	-2%	2,641,240	698,112
OTHER OPERATING INCOME	1,035	287	-72%	42,712	12,332	-71%	20,000	7,668
TOTAL REVENUES	**221,549**	**211,331**	**-5%**	**2,034,912**	**1,955,460**	**-4%**	**2,661,240**	**705,780**
EXPENDITURES								
CONTRACT SERVICES	200,956	206,506	3%	1,612,042	1,683,228	4%	2,477,752	794,524
INTERFUND TRANSFERS	13,273	13,017	-2%	193,068	185,018	-4%	217,560	32,542
DEBT SERVICE	-	-	0%	10,040	12,126	21%	12,127	1
TOTAL EXPENDITURES	**214,229**	**219,523**	**2%**	**1,815,151**	**1,880,372**	**4%**	**2,707,439**	**794,524**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				219,761	75,088			
BEGINNING NET OPERATING ASSETS				1,842,136	2,148,086			
ENDING NET OPERATING ASSETS				$ **2,061,897**	$ **2,223,174**			

CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 6/30/2020

EMS FUND

	CURRENT MONTH LAST YEAR	CURRENT MONTH THIS YEAR	% CHANGE	YEAR TO DATE LAST YEAR	YEAR TO DATE THIS YEAR	% CHANGE	CURRENT BUDGET	BUDGET BALANCE
REVENUES								
Hillcrest EMS/Fire Service	3,600	-	0%	3,600	7,200	0%	14,400	7,200
Emergency Service District	-	-	0%	272,000	276,750	2%	369,000	92,250
Medicaid	1,861	2,945	58%	26,697	23,588	-12%	32,000	8,412
Medicare	20,133	27,871	38%	253,578	205,923	-19%	340,000	134,077
Service Charges - Intermedix	53,295	78,142	47%	610,281	551,449	-10%	890,000	338,551
EMS Utility Fee	17,909	69,074	286%	245,795	461,457	88%	824,592	363,135
Other Operating Income	22,600	679	-97%	43,753	68,404	56%	12,500	(55,904)
TOTAL REVENUES	**119,398**	**178,711**	**50%**	**1,455,705**	**1,594,772**	**10%**	**2,482,492**	**887,721**
Personnel	106,121	119,821	13%	1,021,043	1,077,844	6%	1,383,826	305,982
Supplies	21,495	17,295	-20%	141,736	132,533	-6%	221,700	89,167
Contract Services	24,440	22,992	-6%	277,407	225,010	-19%	389,710	164,700
Debt Service	-	-	0%	8,331	5,198	-38%	5,198	(0)
Interfund Transfers	27,435	29,343	7%	246,914	264,087	7%	352,116	88,029
OPERATING EXPENDITURES	**179,490**	**189,451**	**6%**	**1,695,432**	**1,704,672**	**1%**	**2,352,550**	**647,878**
CAPITAL OUTLAY (NON RECURRING)	-	-		-	21,974		-	(21,974)
TOTAL EXPENDITURES	**179,490**	**189,451**	**6%**	**1,695,432**	**1,726,646**	**2%**	**2,352,550**	**625,904**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				(239,727)	(131,875)			
BEGINNING WORKING CAPITAL				787,269	551,803			
ENDING WORKING CAPITAL				**547,542**	**419,928**			

CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 6/30/20

SALES TAX FUND	CURRENT MONTH LAST YEAR	CURRENT MONTH THIS YEAR	% CHANGE	YEAR TO DATE LAST YEAR	YEAR TO DATE THIS YEAR	% CHANGE	CURRENT BUDGET	BUDGET BALANCE
REVENUES								
SALES TAX REVENUES	411,279	454,028	10%	3,850,778	4,151,051	8%	5,298,803	1,147,752
OTHER OPERATING INCOME	11,911	962	-92%	78,682	37,619	-52%	50,000	12,381
TOTAL REVENUES	**423,190**	**454,990**	**8%**	**3,929,460**	**4,188,669**	**7%**	**5,348,803**	**1,160,134**
EXPENDITURES								
PERSONNEL (STREET)	50,195	57,751	15%	554,104	517,006	-7%	988,723	471,717
PERSONNEL (CODE ENFORCEMENT)	1,529	1,664	9%	14,356	15,507	8%	20,820	5,313
SUPPLIES	5,176	13,813	167%	130,516	139,481	7%	253,650	114,169
CONTRACT SERVICES	61,492	48,987	-20%	641,273	512,690	-20%	1,115,448	602,758
CAPITAL OUTLAY (CIP)	344,400	276,359	-20%	2,305,954	730,007	-68%	1,625,000	894,993
INTERFUND TRANSFERS	57,280	61,416	7%	565,733	543,550	-4%	789,140	245,590
TOTAL EXPENDITURES	**520,071**	**459,990**	**-12%**	**4,211,937**	**2,458,243**	**-42%**	**4,792,781**	**2,334,538**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					1,730,427			
BEGINNING FUND BALANCE					6,141,256			
ENDING FUND BALANCE					**7,871,683**			

CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 6/30/20

Fleet Maintenance Fund

	CURRENT MONTH		%	YEAR TO DATE		%	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
REVENUES								
INTRA GOVERNMENTAL TRANSFERS	58,355	60,248	3%	525,191	542,230	3%	722,973	180,743
OTHER OPERATING INCOME	3,729	(14,595)	-491%	18,147	59,943	230%	-	(59,943)
TOTAL REVENUES	**62,083**	**45,652**	**36%**	**543,338**	**602,173**	**11%**	**722,973**	**120,800**
EXPENDITURES								
PERSONNEL	8,523	9,493	11%	81,214	102,767	27%	168,630	65,863
SUPPLIES	3,993	9,122	128%	68,307	96,734	42%	163,600	66,866
CONTRACT SERVICES	52,499	5,162	-90%	263,658	265,528	1%	363,643	98,115
INTERFUND TRANSFERS	1,830	2,258	23%	16,471	20,325	23%	27,100	10,630
TOTAL EXPENDITURES	**66,845**	**26,036**	**-61%**	**429,650**	**485,354**	**13%**	**722,973**	**241,474**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					116,819			
BEGINNING OPERATING ASSETS					568,775			
ENDING OPERATING ASSETS					**685,594**			

Utility Operating Fund
Monthly Operating Summary
June 2020

Year-to-Date

Year-to-date water billings is $3,645,047, which is $552,371 or 17.9%, better than this time year ($3,092,676). Year-to-date sewer billings is $4,057,113, which is $542,774 or 15.5% better than the same time last year ($3,514,339). Revenues increased in FY20 as a result of the scheduled 5th year rate increase. Total consumption for October through June is 517,074,803 gallons, which is 4,955,069 or 1% less than the same time last year (522,029,872 gallons).

If the estimates for July through September remain as originally estimated, we are estimating FY20 to be $4,906,941 for water and $5,450,967 for sewer. Below is a summary of the budgeted and estimated totals for FY20.

	FY20 Budget	FY20 Estimate	Variance	Var %
Water	$4,772,522	$4,906,941	$134,420	2.8%
Sewer	$5,640,967	$5,450,915	$(190,051)	-3.4%

June Details

June water billing is $403,313 which is $14,404 or 3.70%, better than last June ($388,909). June sewer billing is $449,235, which is $55,704 or 14.1% better than the same time last year ($393,531). Consumption for June is 55,346,095 gallons, which is 10,602,392 or 16.07% **less** than the same time last year (65,948,487).

The majority of the June residential consumption decrease was from multi-family units which decreased by 2.5 million gallons. The June 2019 water consumption for multi-family units was 14,528,583 gallons (or $84,983 in billings). For June 2020, multi-family units consumed 12,060,619 gallons (or $89,999 in billings).

Commercial consumption went from 15,738,370 gallons ($96,323) in 2019 to 29,585,400 gallons ($215,864 billed), or an increase of 13.8 million gallons and an 87% increase in consumption. Residential consumption went from 34,587,734 gallons ($197,843 billed) in June 2019 to 27,890,661 gallons ($197,509 billed) in June 2020, or a 6.7 million (24%) decrease in consumption.

Accounts Receivable

The June 30, 2020 accounts receivable balance for water and sewer billings was $1,143,225. The accounts receivable balance at June 30, 2019 was $1,139,556.

CITY OF ALVIN MONTHLY BILLING REPORT

FISCAL YEAR 2019-2020	MONTH Oct-19	MONTH Nov-19	MONTH Dec-19	MONTH Jan-20	MONTH Feb-20	MONTH Mar-20	MONTH Apr-20	MONTH May-20	MONTH Jun-20
Number of Customers Billed:									
A. Water	7,686	7,715	7,708	7,717	7,732	7,736	7,770	7,796	7,814
B. Sewer	7,316	7,331	7,318	7,314	7,348	7,354	7,393	7,408	7,421
C. Garbage	6,983	6,992	6,981	6,981	7,011	7,010	7,052	7,074	7,087
E. PENALTY	2,278	1,869	1,881	1,737	1,902	574	-	-	1,737
Amount Billed:									
A. Water	$ 346,529	$ 425,235	$ 410,352	$ 394,002	$ 395,797	$ 393,968	$ 390,264	$ 485,587	$ 403,313
B. Sewer	$ 383,780	$ 460,250	$ 467,169	$ 458,327	$ 463,901	$ 459,695	$ 448,336	$ 466,419	$ 449,235
C. Garbage	$ 234,018	$ 233,532	$ 232,325	$ 232,581	$ 233,788	$ 228,773	$ 221,548	$ 222,874	$ 223,302
D. EMS		$ 49,026	$ 49,978	$ 48,918	$ 48,946	$ 48,954	$ 49,066	$ 62,286	$ 69,074
E. Sales Tax	$ 15,786	$ 15,740	$ 15,606	$ 15,625	$ 15,704	$ 15,543	$ 15,547	$ 15,652	$ 15,690
F. PENALTY	$ 24,529	$ 18,265	$ 20,520	$ 18,775	$ 19,932	$ 6,335	$ -	$ -	$ 19,347
TOTAL	**$ 1,004,641**	**$ 1,202,048**	**$ 1,195,950**	**$ 1,168,229**	**$ 1,178,068**	**$ 1,153,268**	**$ 1,124,761**	**$ 1,252,817**	**$ 1,179,961**
Amount Collected:									
A. Water	$ 476,103	$ 249,061	$ 421,295	$ 421,296	$ 335,667	$ 442,885	$ 380,119	$ 339,149	$ 371,771
B. Sewer	$ 487,669	$ 265,434	$ 476,758	$ 476,759	$ 398,514	$ 513,973	$ 443,931	$ 375,435	$ 366,275
C. Garbage	$ 266,682	$ 150,169	$ 230,147	$ 230,148	$ 185,152	$ 237,109	$ 202,959	$ 172,077	$ 163,451
D. EMS	$ 29,900	$ 25,297	$ 49,205	$ 49,206	$ 43,275	$ 52,864	$ 47,115	$ 43,173	$ 55,395
E. Sales Tax	$ 19,033	$ 10,173	$ 15,698	$ 15,699	$ 12,728	$ 17,013	$ 15,050	$ 12,515	$ 12,062
F. PENALTY	$ 27,077	$ 10,933	$ 27,147	$ 25,441	$ 18,060	$ 13,906	$ 935	$ 586	$ 10,609
TOTAL	**$ 1,306,464**	**$ 711,068**	**$ 1,220,249**	**$ 1,218,548**	**$ 993,397**	**$ 1,277,750**	**$ 1,090,109**	**$ 942,934**	**$ 979,563**
Meter Deposits:									
Dollar Amount of New Deposits:	$ 41,750	$ 10,577	$ 13,785	$ 13,150	$ 17,660	$ 11,975	$ 14,800	$ 11,750	$ 11,900
Dollar Amount of Applied Deposits:	$ 20,570	$ 29,520	$ 9,485	$ 5,220	$ 17,200	$ 12,805	$ 8,900	$ 12,315	$ 9,865
Pumpage vs Billed:									
Gallons of Water Pumped:	87,232,000	77,979,000	71,514,000	81,551,000	76,776,000	61,130,000	78,900,000	83,385,000	80,467,000
Gallons of Water Billed:	57,417,726	58,660,470	58,660,471	53,323,130	54,188,135	53,555,111	52,632,875	69,664,763	55,346,095
Difference:	29,814,274	19,318,530	12,853,529	28,227,870	22,587,865	7,574,889	26,267,125	13,720,237	25,120,905
Percent of Pumpage Billed:	66%	75%	82%	65%	71%	88%	67%	84%	69%
Brazoria Groundwater District/TCEQ									
BCGWD Billed	$ 2,353.64	$ 2,419.39	$ 2,343.20	$ 2,214.59	$ 2,242.27	$ 2,213.91	$ 2,184.13	$ 2,845.83	$ 2,290.31
BCGWD Collected	$ 3,247	$ 1,530	$ 2,420	$ 2,477	$ 1,872	$ 2,545	$ 2,129	$ 1,932	$ 2,161
TCEQ Fee Billed	$ 3,693	$ 3,698	$ 3,692	$ 3,689	$ 3,691	$ 3,684	$ 3,682	$ 3,681	$ 3,681
TCEQ Fee Collected	$ 4,270	$ 2,503	$ 3,917	$ 3,769	$ 3,281	$ 3,964	$ 3,577	$ 3,025	$ 3,228

Agenda Commentary

Meeting Date: 7/16/2020

Department: Finance **Contact:** Michael Higgins, CFO

Agenda Item: Acknowledge receipt of the 2019 Delinquent Tax Roll

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

Summary: Section 30, Article VII 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 is a copy of the outstanding taxes for the tax year 2019 as of July 1, 2020.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- 2019 Delinquent Tax Roll – Click here to view

Recommendation: Acknowledge receipt of the 2019 Delinquent Tax Roll

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Agenda Commentary

Meeting Date: 7/16/2020

Department: Finance **Contact:** Michael Higgins, CFO

Agenda Item: Consider appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2020; and authorize the City Manager to sign the Auditor's Engagement Letter.

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

Summary: Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. BHP is proposing a base estimated fee of $43,650 for the City's FY20 financial statement audit; with an additional single audit* one program base fee (if required) of $8,725.

Staff is requesting that City Council approve the engagement of BHP to provide auditing services for FY20. By engaging BHP for FY20, the City retains an audit firm that is extremely knowledgeable of the City's accounting and internal controls.

BHP's Prior Fiscal Year Engagement Fees
Base audit fee: $42,480 + $8,725 for single audit one program.

FY20 Audit Budgets for Comparative Cities
Lake Jackson: $56,000 (FY20-21)
Webster: $46,300
Friendswood: $34,380
La Porte: $67,300
Deer Park: $40,000

* A "single audit" is additional auditing procedures that are required if the City expends over $750,000 of federal (grant) funds in a fiscal year.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Auditor's Engagement Letter

Recommendation: Move to appoint Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2020; 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 ☒

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Engagement Letter - Single Audit

AUDITING TEXAS GOVERNMENTS WITH EXCELLENCE

March 25, 2020

Mr. Junru Roland, City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511-2341

We are pleased to confirm our understanding of the services we are to provide for the City of Alvin (the "City") for the years ended September 30, 2020.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2020.

The component units will be audited as part of the audit of the financial statements of the City 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

Limited Procedures

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

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In Relation Opinion

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Budgetary Comparison Schedule(s)
3. Schedule of Expenditures of Federal Awards

Unaudited Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
   We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
   We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
   We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
   To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**
   All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.
6. **Electronic Adobe Searchable PDF**
   In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.
7.

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Client Portal - Auditbox
We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is

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management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements

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in accordance with *Government Auditing Standards*.

2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted 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; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and members of the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial

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institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance 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 major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and

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confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management's responsibility, which include closing schedules and closing entries.

2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.

3. Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.

4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.

5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by Office of Management and Budget (OMB) or State requirements.

6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	2020
Financial Statement Audit - CAFR	$ 43,650
Single Audit Base Fee	$ 3,850
Single Audit - Per Major Program	$ 4,875

Federal Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over $750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB.

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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.

Non-State Single Audit Engagement

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 $750,000 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 include additional fees related to a state single audit. Should you exceed the state single audit threshold, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Required Attachments

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2018 peer review accompanies this letter.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we 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.

Vendor Representation Regarding Israel

Pursuant to Chapter 2270, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. 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 engagement 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 engagement agreement, the City will immediately notify us 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.

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Authorization of CPA's Disclosure

Any client certified public accountant involved with assisting us 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.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:

DocuSigned by:
Mike Brotherton
EEA8596E54FD4AE...
Michael Brotherton, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Alvin.

DocuSigned by:
Junru Roland
6E53644C0EF140F...
Mr. Junru Roland, City Manager
5/6/2020
Date

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BUMGARDNERMORRISON

CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. 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 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 a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with 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 in conformity with 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 the system of quality control and the firm's compliance therewith 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;

As part of our 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 Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, 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.* Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

Bumgardner, Morrison + Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

Members: American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
AICPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Agenda Commentary

Meeting Date: 7/16/2020

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid (B-20-07) to D. L. Elliott Enterprises, Inc., for the Water Line Improvements Phase 2 Project in an amount not to exceed $1,367,342.50; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On June 30, 2020, bids were opened for the Water Line Improvements Phase 2 Project, and D. L. Elliott Enterprises, Inc. was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended D. L. Elliott Enterprises, Inc. for this project (recommendation letter attached).

Original Project Estimate: $2,109,900

Contract Amount:	$1,302,230.95 (Base Bid, Supplemental Items, and Alternates A and C)
5% Contingency:	65,111.55
Total Amount:	**$1,367,342.50**

This project consists of the installation of 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area generally bounded by State Highway 6, State Highway 35 Bypass, Sealy Street, and Second Street. Once complete these improvements will increase fire flow capacity, improve water quality, and provide better connectivity within the water system.

These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. Funding for this project will come from the 2019 Water & Sewer System Revenue Bonds that were issued on May 16, 2019.

The project is scheduled to start in August 2020 and has a construction time of 210 calendar days. Staff recommends bid award and contract to D. L. Elliott Enterprises, Inc.

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

Funding Account: 237-6001-00-9078 **Amount:** $1,367,342.50 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- LJA Recommendation Letter
- Bid Tabulation
- D. L. Elliott Enterprises, Inc. Proposal

Recommendation: Move to award a bid (B-20-07) to D. L. Elliott Enterprises, Inc., for the Water Line Improvements Phase 2 Project in an amount not to exceed $1,367,342.50; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

LJA ENGINEERING

11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

July 6, 2020

Ms. Michelle H. Segovia, PE, CFM
City Engineer
City of Alvin Engineering
1100 W. Highway 6
Alvin, Texas 77511

RE: Bid Tabulation and Recommendation of Award for Construction of Waterline Improvements Phase II
LJA Project No. E231-0050

Ms. Segovia,

Bids for construction of the reference project were received on Tuesday, June 30, 2020 at 2:00 P.M. at City Hall located at 216 W. Sealy Street, Alvin, Texas 77511 and subsequently read in public. Ten (10) contracting firms submitted bids for the project. Mathematical errors were found.

The bidders from low to high and the correct total amounts bid for the combination of Base Bid Items, Supplementary Bid Items, and Alternates "A" & "C" Items are as follows:

Contractor	Location	Contract Amount
D.L. Elliott Enterprises, Inc.	Houston, TX	$1,302,230.95
Statewide Services	Houston, TX	$1,318,189.50
Texas Pride Utilities, LLC	Houston, TX	$1,340,450.00
D L Glover, Inc.	Houston, TX	$1,385,868.00[1]
HTI Construction, Inc.	Rosenberg, TX	$1,576,315.00[1]
MetroCity, LLC	Friendswood, TX	$1,680,894.00
L G & G Construction, Inc.	Houston, TX	$1,681,231.45
Aranda Industries, LLC	Houston, TX	$1,706,808.95
Lopez Utilities Contractor, LLC	South Houston, TX	$1,769,220.00
AR Turnkey Construction Co., Inc.	Houston, TX	$2,047,081.25

[1] Mathematical error found – Adjusted

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Our investigation of D.L. Elliott Enterprises, Inc., included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to D.L. Elliott Enterprises, Inc. with the total bid amount of $1,302,230.95.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,

Les Dodson
Construction Manager

Attachment

cc: Jimmy Flowers, PE, LJA
Construction File 16.6

Bid Tabulation For: **Construction of Waterline Improvements Phase II To Serve the City of Alvin**

Bid Opening Date: Tuesday, June 30, 2020 @ 2:15 PM
Bid Opening Location: City of Alvin
216 W. Sealy Street
Alvin, TX 77511

Tabulation By: Laura Hedden
Tabulation Date: 6/30/2020
LJA Project No. E231-0050

Bidder's Name:	Total Bid Amount for the Base Bid Items, Supplementary Items, and Alternates "A" & "C" Items
1) D.L. Elliott Enterprises, Inc.	$1,302,230.95
2) Statewide Services	$1,318,189.50
3) Texas Pride Utilities, LLC	$1,340,450.00
4) D L Glover, Inc.	* $1,385,868.00
5) HTI Construction, Inc.	* $1,576,315.00
6) MetroCity, LLC	$1,680,894.00
7) L G & G Construction, Inc.	$1,681,231.45
8) Aranda Industries, LLC	$1,706,808.95
9) Lopez Utilities Contractor, LLC	$1,769,220.00
10) AR Turnkey Construction Co., Inc.	$2,047,081.25

Calendar Days - 210

STATE OF TEXAS
JIMMY C. FLOWERS, JR.
127107
LICENSED
PROFESSIONAL ENGINEER
07/02/2020

I, Jimmy C. Flowers, P.E., hereby certify these bid tabulations to be true and correct.

*Mathematical Error

Bid Tabulation - Bid Opening, Tuesday, June 30, 2020 @ 2:15 PM
CLIENT: City of Alvin
Waterline Improvements Phase II
LJA Project No. E231-0050
FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	D.L. Elliott Enterprises, Inc. 16535 Hollister St., Ste A Houston, Texas77066 Darryl Elliott 281-895-0924		Statewide Services 6819 Cadillac St. Houston, Texas 77021 713-864-3368		Texas Pride Utilities, LLC 725 Carby Rd. Houston, Texas 77037 832-607-0707		DL Glover, Inc. 19101 Oil Center Blvd Houston, Texas 77073 Danny Glover 281-354-6081		HTI Construction, Inc. 515 Reinhard St. Rosenberg, TX 77471 Henry Gutierre, President 832-600-7632		MetroCity, LLC P.O. Box 1404 Friendswood, Texas 77549 Anthony Rodriguez, President 713-978-3000		LG & G Construction, Inc. 6702 Loma Vista Houston, Texas 7085 Nathalie Gomez 713-498-8357		Aranda Industries, LLC 4206 Northwind Lane Houston, Texas 77014 Luis Aranda, President 281-501-0127		Lopez Utilities Contractor, LLC 715 Minnesota St. South Houston, Texas 77587 Ricardo M. Lopez, General Mgr. 713-987-9719		AR Turnkey Construction Co., Inc P.O. Box 925985 Houston, Texas 77292 Catherine Turner 713-469-5952	
				UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS																						
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	1	LS	$35,000.00	$35,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$31,000.00	$31,000.00	$65,000.00	$65,000.00	$80,000.00	$80,000.00	$47,000.00	$47,000.00	$35,000.00	$35,000.00	$65,000.00	$65,000.00	$77,000.00	$77,000.00
2	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	3,735	LF	$35.00	$130,725.00	$33.00	$123,255.00	$32.00	$119,520.00	$35.00	$130,725.00	$35.00	$130,725.00	$49.00	$183,015.00	$39.50	$147,532.50	$47.00	$175,545.00	$48.00	$179,280.00	$52.50	$196,087.50
3	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	7,745	LF	$35.00	$271,075.00	$33.00	$255,585.00	$34.00	$263,330.00	$37.00	$286,565.00	$36.00	$278,820.00	$51.00	$394,995.00	$38.20	$295,859.00	$47.00	$364,015.00	$52.00	$402,740.00	$74.50	$577,002.50
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 14-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	195	LF	$120.00	$23,400.00	$110.00	$21,450.00	$140.00	$27,300.00	$110.00	$21,450.00	$122.00	$23,790.00	$90.00	$17,550.00	$107.81	$21,022.95	$156.00	$30,420.00	$195.00	$38,025.00	$198.00	$38,610.00
5	8-Inch Waterline Crossing of Mustang Bayou on Old Galveston Road Bridge, Including Ductile Iron Piping, Ductile Iron Fittings, Joint Restraints (in Accordance with Details on Plans), Mounting Brackets, Attachment to Bridge, Air Release Valve, Connections to Proposed 8-Inch Waterlines, and All Appurtenances, Complete in Place	1	LS	$32,500.00	$32,500.00	$31,000.00	$31,000.00	$32,000.00	$32,000.00	$101,000.00	$101,000.00	$35,000.00	$35,000.00	$80,000.00	$80,000.00	$16,785.00	$16,785.00	$59,130.00	$59,130.00	$52,500.00	$52,500.00	$27,000.00	$27,000.00
6	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	650	LF	$34.00	$22,100.00	$29.00	$18,850.00	$32.00	$20,800.00	$43.00	$27,950.00	$40.00	$26,000.00	$45.00	$29,250.00	$45.00	$29,250.00	$51.00	$33,150.00	$42.00	$27,300.00	$72.00	$46,800.00
7	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	2,920	LF	$34.00	$99,280.00	$29.00	$84,680.00	$34.00	$99,280.00	$31.00	$90,520.00	$28.00	$81,760.00	$48.00	$140,160.00	$35.00	$102,200.00	$47.00	$137,240.00	$50.00	$146,000.00	$51.00	$148,920.00
8	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	65	LF	$28.00	$1,820.00	$28.00	$1,820.00	$30.00	$1,950.00	$85.00	$5,525.00	$31.00	$2,015.00	$43.00	$2,795.00	$75.00	$4,875.00	$42.00	$2,730.00	$38.00	$2,470.00	$49.00	$3,185.00
9	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	190	LF	$28.00	$5,320.00	$28.00	$5,320.00	$30.00	$5,700.00	$65.00	$12,350.00	$20.00	$3,800.00	$61.00	$11,590.00	$35.00	$6,650.00	$32.00	$6,080.00	$42.00	$7,980.00	$55.00	$10,450.00
10	2.25-Inch Waterline (Sch. 40, PVC) with PVC Fittings, Open Cut, All Depths, Complete in Place	40	LF	$25.00	$1,000.00	$16.00	$640.00	$30.00	$1,200.00	$65.00	$2,600.00	$15.00	$600.00	$29.00	$1,160.00	$45.00	$1,800.00	$21.00	$840.00	$35.00	$1,400.00	$30.00	$1,200.00
11	2-Inch Waterline (Sch. 40, PVC) with PVC Fittings, Open Cut, All Depths, Complete in Place	40	LF	$25.00	$1,000.00	$15.00	$600.00	$30.00	$1,200.00	$65.00	$2,600.00	$14.00	$560.00	$29.00	$1,160.00	$45.00	$1,800.00	$21.00	$840.00	$35.00	$1,400.00	$29.00	$1,160.00
12	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	46	EA	$1,250.00	$57,500.00	$1,600.00	$73,600.00	$1,800.00	$82,800.00	$1,177.00	$54,142.00	$1,390.00	$63,940.00	$1,310.00	$60,260.00	$1,033.50	$47,541.00	$1,555.00	$71,530.00	$1,600.00	$73,600.00	$1,400.00	$64,400.00
13	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	23	EA	$1,000.00	$23,000.00	$1,200.00	$27,600.00	$1,600.00	$36,800.00	$850.00	$19,550.00	$1,030.00	$23,690.00	$934.00	$21,482.00	$734.50	$16,893.50	$1,129.00	$25,967.00	$1,400.00	$32,200.00	$1,050.00	$24,150.00
14	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	$750.00	$750.00	$880.00	$880.00	$1,400.00	$1,400.00	$1,250.00	$1,250.00	$875.00	$875.00	$792.00	$792.00	$1,050.00	$1,050.00	$883.00	$883.00	$1,200.00	$1,200.00	$900.00	$900.00
15	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place.	37	EA	$4,000.00	$148,000.00	$4,800.00	$177,600.00	$3,800.00	$140,600.00	$4,085.00	$151,145.00	$4,800.00	$177,600.00	$4,177.00	$154,549.00	$3,975.00	$147,075.00	$4,860.00	$179,820.00	$5,600.00	$207,200.00	$4,350.00	$160,950.00
16	Extra Depth Bury for Fire Hydrant, Complete in Place	74	VF	$100.00	$7,400.00	$225.00	$16,650.00	$400.00	$29,600.00	$180.00	$13,320.00	$350.00	$25,900.00	$100.00	$7,400.00	$75.00	$5,550.00	$150.00	$11,100.00	$200.00	$14,800.00	$100.00	$7,400.00
17	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	15	EA	$150.00	$2,250.00	$600.00	$9,000.00	$400.00	$6,000.00	$800.00	$12,000.00	$300.00	$4,500.00	$523.00	$7,845.00	$1,500.00	$22,500.00	$450.00	$6,750.00	$750.00	$11,250.00	$250.00	$3,750.00
18	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	10	EA	$1,500.00	$15,000.00	$500.00	$5,000.00	$400.00	$4,000.00	$450.00	$4,500.00	$335.00	$3,350.00	$461.00	$4,610.00	$1,800.00	$18,000.00	$349.00	$3,490.00	$600.00	$6,000.00	$370.00	$3,700.00
19	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	15	EA	$50.00	$750.00	$200.00	$3,000.00	$400.00	$6,000.00	$600.00	$9,000.00	$350.00	$5,250.00	$262.00	$3,930.00	$1,800.00	$27,000.00	$350.00	$5,250.00	$450.00	$6,750.00	$250.00	$3,750.00
20	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	3	EA	$6,000.00	$18,000.00	$4,000.00	$12,000.00	$5,200.00	$15,600.00	$4,500.00	$13,500.00	$6,200.00	$18,600.00	$4,500.00	$13,500.00	$2,800.00	$8,400.00	$5,655.00	$16,965.00	$4,200.00	$12,600.00	$7,500.00	$22,500.00
21	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	4	EA	$5,500.00	$22,000.00	$3,500.00	$14,000.00	$4,500.00	$18,000.00	$4,500.00	$18,000.00	$4,900.00	$19,600.00	$4,000.00	$16,000.00	$2,500.00	$10,000.00	$5,330.00	$21,320.00	$4,100.00	$16,400.00	$6,500.00	$26,000.00

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CLIENT: City of Alvin
Waterline Improvements Phase II
LJA Project No. E231-0050
FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	D.L. Elliott Enterprises, Inc. 16535 Hollister St., Ste A Houston, Texas77066 Darryl Elliott 281-895-0924		Statewide Services 6819 Cadillac St. Houston, Texas 77021 713-864-3368		Texas Pride Utilities, LLC 725 Carby Rd. Houston, Texas 77037 832-607-0707		DL Glover, Inc. 19101 Oil Center Blvd Houston, Texas 77073 Danny Glover 281-354-6081		HTI Construction, Inc. 515 Reinhard St. Rosenberg, TX 77471 Henry Gutierre, President 832-600-7632		MetroCity, LLC P.O. Box 1404 Friendswood, Texas 77549 Anthony Rodriguez, President 713-978-3000		LG & G Construction, Inc. 6702 Loma Vista Houston, Texas 7085 Nathalie Gomez 713-498-8357		Aranda Industries, LLC 4206 Northwind Lane Houston, Texas 77014 Luis Aranda, President 281-501-0127		Lopez Utilities Contractor, LLC 715 Minnesota St. South Houston, Texas 77587 Ricardo M. Lopez, General Mgr. 713-987-9719		AR Turnkey Construction Co., Inc P.O. Box 925985 Houston, Texas 77292 Catherine Turner 713-469-5952	
				UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
22	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	5	EA	$1,500.00	$7,500.00	$620.00	$3,100.00	$2,000.00	$10,000.00	$850.00	$4,250.00	$1,000.00	$5,000.00	$678.00	$3,390.00	$3,800.00	$19,000.00	$1,303.00	$6,515.00	$3,200.00	$16,000.00	$2,990.00	$14,950.00
23	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	10	EA	$1,000.00	$10,000.00	$575.00	$5,750.00	$2,000.00	$20,000.00	$850.00	$8,500.00	$700.00	$7,000.00	$623.00	$6,230.00	$2,200.00	$22,000.00	$1,208.00	$12,080.00	$2,800.00	$28,000.00	$2,890.00	$28,900.00
24	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	2	EA	$500.00	$1,000.00	$350.00	$700.00	$1,000.00	$2,000.00	$675.00	$1,350.00	$500.00	$1,000.00	$172.00	$344.00	$3,250.00	$6,500.00	$559.00	$1,118.00	$500.00	$1,000.00	$2,875.00	$5,750.00
25	2-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	2	EA	$500.00	$1,000.00	$350.00	$700.00	$1,000.00	$2,000.00	$550.00	$1,100.00	$500.00	$1,000.00	$172.00	$344.00	$2,600.00	$5,200.00	$559.00	$1,118.00	$500.00	$1,000.00	$2,850.00	$5,700.00
26	Trench Safety System, Complete in Place	4,510	LF	$0.01	$45.10	$0.10	$451.00	$1.00	$4,510.00	$1.00	$4,510.00	$2.00	$9,020.00	$1.00	$4,510.00	$1.25	$5,637.50	$0.01	$45.10	$1.00	$4,510.00	$0.50	$2,255.00
27	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	84	EA	$575.00	$48,300.00	$460.00	$38,640.00	$350.00	$29,400.00	$402.00	$33,768.00	$800.00	$67,200.00	$736.00	$61,824.00	$1,275.00	$107,100.00	$1,093.00	$91,812.00	$475.00	$39,900.00	$560.00	$47,040.00
28	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	101	EA	$650.00	$65,650.00	$650.00	$65,650.00	$560.00	$56,560.00	$609.00	$61,509.00	$1,500.00	$151,500.00	$1,023.00	$103,323.00	$1,275.00	$128,775.00	$1,158.00	$116,958.00	$625.00	$63,125.00	$1,045.00	$105,545.00
29	Construct New Polyethylene Tubing Service Connection (2-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	1	EA	$1,500.00	$1,500.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,250.00	$1,250.00	$2,800.00	$2,800.00	$1,894.00	$1,894.00	$1,475.00	$1,475.00	$1,452.00	$1,452.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00
30	Construct New Polyethylene Tubing Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	1	EA	$1,750.00	$1,750.00	$2,250.00	$2,250.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$2,164.00	$2,164.00	$1,875.00	$1,875.00	$1,543.00	$1,543.00	$2,800.00	$2,800.00	$2,500.00	$2,500.00
31	Fill Abandoned Waterline with Cement Slurry, All Depths, As Directed by Owner's Representative, Complete in Place	260	LF	$5.00	$1,300.00	$5.00	$1,300.00	$18.00	$4,680.00	$20.00	$5,200.00	$50.00	$13,000.00	$21.00	$5,460.00	$45.00	$11,700.00	$6.00	$1,560.00	$12.00	$3,120.00	$30.00	$7,800.00
32	Turf Establishment, Full Sodding, Complete in Place	4,665	SY	$5.00	$23,325.00	$4.00	$18,660.00	$5.00	$23,325.00	$2.50	$11,662.50	$5.00	$23,325.00	$5.00	$23,325.00	$3.25	$15,161.25	$6.00	$27,990.00	$6.00	$27,990.00	$4.75	$22,158.75
33	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	250	SY	$50.00	$12,500.00	$80.00	$20,000.00	$64.00	$16,000.00	$60.00	$15,000.00	$72.00	$18,000.00	$55.00	$13,750.00	$75.00	$18,750.00	$60.00	$15,000.00	$140.00	$35,000.00	$44.00	$11,000.00
34	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	75	SY	$100.00	$7,500.00	$135.00	$10,125.00	$100.00	$7,500.00	$75.00	$5,625.00	$90.00	$6,750.00	$110.00	$8,250.00	$150.00	$11,250.00	$80.00	$6,000.00	$160.00	$12,000.00	$225.00	$16,875.00
35	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	40	SY	$20.00	$800.00	$50.00	$2,000.00	$38.00	$1,520.00	$50.00	$2,000.00	$50.00	$2,000.00	$44.00	$1,760.00	$65.00	$2,600.00	$25.00	$1,000.00	$45.00	$1,800.00	$40.00	$1,600.00
36	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	4	EA	$500.00	$2,000.00	$2,000.00	$8,000.00	$1,000.00	$4,000.00	$2,100.00	$8,400.00	$2,500.00	$10,000.00	$1,880.00	$7,520.00	$1,800.00	$7,200.00	$750.00	$3,000.00	$1,250.00	$5,000.00	$1,800.00	$7,200.00
37	Remove and Replace Existing Sign, Complete in Place	12	EA	$25.00	$300.00	$100.00	$1,200.00	$500.00	$6,000.00	$500.00	$6,000.00	$1,200.00	$14,400.00	$131.00	$1,572.00	$250.00	$3,000.00	$350.00	$4,200.00	$250.00	$3,000.00	$550.00	$6,600.00
38	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	$5,000.00	$5,000.00	$22,000.00	$22,000.00	$12,000.00	$12,000.00	$34,500.00	$34,500.00	$15,000.00	$15,000.00	$5,223.00	$5,223.00	$47,600.00	$47,600.00	$25,000.00	$25,000.00	$16,000.00	$16,000.00	$65,000.00	$65,000.00
39	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	31	EA	$50.00	$1,550.00	$35.00	$1,085.00	$10.00	$310.00	$75.00	$2,325.00	$60.00	$1,860.00	$47.00	$1,457.00	$85.00	$2,635.00	$10.00	$310.00	$65.00	$2,015.00	$70.00	$2,170.00
40	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	500	LF	$1.00	$500.00	$1.35	$675.00	$2.00	$1,000.00	$2.00	$1,000.00	$2.00	$1,000.00	$2.00	$1,000.00	$3.75	$1,875.00	$1.00	$500.00	$3.50	$1,750.00	$1.50	$750.00
	SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 40				**$1,109,390.10**		**$1,126,616.00**		**$1,157,885.00**		**$1,218,141.50**		**$1,345,230.00**		**$1,485,383.00**		**$1,398,117.70**		**$1,505,266.10**		**$1,571,605.00**		**$1,800,708.75**
	SUPPLEMENTARY ITEMS																						
41	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	1,500	LF	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00	$20.00	$30,000.00
42	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	1,500	LF	$10.00	$15,000.00	$10.00	$15,000.00	$10.00	$15,000.00	$10.00	$15,000.00	$10.00	$15,000.00	$10.00	$15,000.00	$15.00	$22,500.00	$10.00	$15,000.00	$10.00	$15,000.00	$10.00	$15,000.00
43	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	100	CY	$10.00	$1,000.00	$10.00	$1,000.00	$10.00	$1,000.00	$10.00	$1,000.00	$10.00	$1,000.00	$10.00	$1,000.00	$15.00	$1,500.00	$10.00	$1,000.00	$10.00	$1,000.00	$10.00	$1,000.00
44	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	50	CY	$25.00	$1,250.00	$25.00	$1,250.00	$25.00	$1,250.00	$25.00	$1,250.00	$25.00	$1,250.00	$25.00	$1,250.00	$35.00	$1,750.00	$25.00	$1,250.00	$25.00	$1,250.00	$25.00	$1,250.00
45	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	5	TON	$30.00	$150.00	$30.00	$150.00	$30.00	$150.00	$30.00	$150.00	$30.00	$150.00	$30.00	$150.00	$65.00	$325.00	$30.00	$150.00	$30.00	$150.00	$30.00	$150.00
46	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	25	CY	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00	$100.00	$2,500.00
47	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	0.5	AC	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$6,000.00	$3,000.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,500.00
48	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	250	LB	$1.00	$250.00	$1.00	$250.00	$1.00	$250.00	$1.00	$250.00	$1.00	$250.00	$1.00	$250.00	$5.00	$1,250.00	$1.00	$250.00	$1.00	$250.00	$1.00	$250.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	D.L. Elliott Enterprises, Inc. 16535 Hollister St., Ste A Houston, Texas77066 Darryl Elliott 281-895-0924		Statewide Services 6819 Cadillac St. Houston, Texas 77021 713-864-3368		Texas Pride Utilities, LLC 725 Carby Rd. Houston, Texas 77037 832-607-0707		DL Glover, Inc. 19101 Oil Center Blvd Houston, Texas 77073 Danny Glover 281-354-6081		HTI Construction, Inc. 515 Reinhard St. Rosenberg, TX 77471 Henry Gutierre, President 832-600-7632		MetroCity, LLC P.O. Box 1404 Friendswood, Texas 77549 Anthony Rodriguez, President 713-978-3000		LG & G Construction, Inc. 6702 Loma Vista Houston, Texas 7085 Nathalie Gomez 713-498-8357		Aranda Industries, LLC 4206 Northwind Lane Houston, Texas 77014 Luis Aranda, President 281-501-0127		Lopez Utilities Contractor, LLC 715 Minnesota St. South Houston, Texas 77587 Ricardo M. Lopez, General Mgr. 713-987-9719		AR Turnkey Construction Co., Inc P.O. Box 925985 Houston, Texas 77292 Catherine Turner 713-469-5952	
				UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
49	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	1	TON	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$250.00	$250.00	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00
50	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	5	EA	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$3,000.00	$15,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00
51	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	5	EA	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$2,900.00	$14,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00	$1,500.00	$7,500.00
52	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	$6,000.00	$6,000.00	$8,000.00	$8,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00	$9,400.00	$9,400.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
53	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$9,500.00	$9,500.00	$7,969.00	$7,969.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
54	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	40	EA	$60.00	$2,400.00	$60.00	$2,400.00	$100.00	$4,000.00	$60.00	$2,400.00	$550.00	$22,000.00	$200.00	$8,000.00	$175.00	$7,000.00	$60.00	$2,400.00	$60.00	$2,400.00	$60.00	$2,400.00
	SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 41 - 54				**$82,700.00**		**$86,700.00**		**$84,300.00**		**$82,700.00**		**$112,300.00**		**$94,669.00**		**$110,075.00**		**$82,700.00**		**$82,700.00**		**$82,700.00**
	ALTERNATE "A" BID ITEMS																						
55	6-Inch Waterline Reconstruction by Pipe Bursting with 8" Waterline (PVC, AWWA C-900, DR-18), All Depths, Includes Trench Safety, Post TV Inspection, Etc., Complete in Place	225	LF	$185.00	$41,625.00	$150.00	$33,750.00	$90.00	$20,250.00	$53.00	$11,925.00	$180.00	$40,500.00	$90.00	$20,250.00	$155.00	$34,875.00	$142.00	$31,950.00	$98.00	$22,050.00	$225.00	$50,625.00
	SUB-TOTAL ALTERNATE "A" BID ITEMS - ITEM 55				**$41,625.00**		**$33,750.00**		**$20,250.00**		**$11,925.00**		**$40,500.00**		**$20,250.00**		**$34,875.00**		**$31,950.00**		**$22,050.00**		**$50,625.00**
	ALTERNATE "B" BID ITEMS																						
56	6-Inch Waterline Reconstruction with Cured in Place Pipe (CIPP) Lining, All Depths, Includes Trench Safety, Post TV Inspection, Etc., Complete in Place	225	LF	$0.00	$0.00	$150.00	$33,750.00	$120.00	$27,000.00	$40.00	$9,000.00	$200.00	$45,000.00	$110.00	$24,750.00	$255.00	$57,375.00	$184.00	$41,400.00	$0.00	$0.00	$300.00	$67,500.00
	SUB-TOTAL ALTERNATE "B" BID ITEMS - ITEM 56				**$0.00**		**$33,750.00**		**$27,000.00**		**$9,000.00**		**$45,000.00**		**$24,750.00**		**$57,375.00**		**$41,400.00**		**$0.00**		**$67,500.00**
	ALTERNATE "C" BID ITEMS																						
57	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	60	LF	$34.00	$2,040.00	$33.00	$1,980.00	$40.00	$2,400.00	$60.00	$3,600.00	$47.00	$2,820.00	$39.00	$2,340.00	$165.00	$9,900.00	$39.00	$2,340.00	$42.00	$2,520.00	$74.00	$4,440.00
58	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	1,105	LF	$34.00	$37,570.00	$33.00	$36,465.00	$40.00	$44,200.00	$30.00	$33,150.00	$29.00	$32,045.00	$38.00	$41,990.00	$55.00	$60,775.00	$39.00	$43,095.00	$42.00	$46,410.00	$62.00	$68,510.00
59	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	3	EA	$4,000.00	$12,000.00	$4,800.00	$14,400.00	$3,400.00	$10,200.00	$4,082.00	$12,246.00	$4,500.00	$13,500.00	$4,333.00	$12,999.00	$3,975.00	$11,925.00	$4,772.00	$14,316.00	$5,600.00	$16,800.00	$4,375.00	$13,125.00
60	Extra Depth Bury for Fire Hydrant, Complete in Place	6	VF	$100.00	$600.00	$120.00	$720.00	$400.00	$2,400.00	$402.00	$2,412.00	$400.00	$2,400.00	$203.00	$1,218.00	$75.00	$450.00	$150.00	$900.00	$200.00	$1,200.00	$100.00	$600.00
61	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	2	EA	$800.00	$1,600.00	$550.00	$1,100.00	$2,000.00	$4,000.00	$609.00	$1,218.00	$300.00	$600.00	$331.00	$662.00	$2,800.00	$5,600.00	$319.00	$638.00	$600.00	$1,200.00	$450.00	$900.00
62	Trench Safety System, Complete in Place	585	LF	$0.01	$5.85	$0.10	$58.50	$1.00	$585.00	$1.00	$585.00	$2.00	$1,170.00	$1.00	$585.00	$3.25	$1,901.25	$0.01	$5.85	$1.00	$585.00	$1.00	$585.00
63	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	10	EA	$575.00	$5,750.00	$460.00	$4,600.00	$350.00	$3,500.00	$500.00	$5,000.00	$800.00	$8,000.00	$774.00	$7,740.00	$1,650.00	$16,500.00	$1,075.00	$10,750.00	$475.00	$4,750.00	$600.00	$6,000.00
64	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	8	EA	$650.00	$5,200.00	$650.00	$5,200.00	$560.00	$4,480.00	$650.00	$5,200.00	$1,500.00	$12,000.00	$1,076.00	$8,608.00	$1,750.00	$14,000.00	$1,181.00	$9,448.00	$1,500.00	$12,000.00	$1,100.00	$8,800.00
65	Turf Establishment, Full Sodding, Complete in Place	650	SY	$5.00	$3,250.00	$4.00	$2,600.00	$5.00	$3,250.00	$2.75	$1,787.50	$5.00	$3,250.00	$5.00	$3,250.00	$3.25	$2,112.50	$6.00	$3,900.00	$6.00	$3,900.00	$4.75	$3,087.50
66	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	$500.00	$500.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$7,903.00	$7,903.00	$2,500.00	$2,500.00	$1,200.00	$1,200.00	$15,000.00	$15,000.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$7,000.00	$7,000.00
	SUB-TOTAL ALTERNATE "C" BID ITEMS - ITEMS 57 - 66				**$68,515.85**		**$71,123.50**		**$78,015.00**		**$73,101.50**		**$78,285.00**		**$80,592.00**		**$138,163.75**		**$86,892.85**		**$92,865.00**		**$113,047.50**

Bid Tabulation - Bid Opening, Tuesday, June 30, 2020 @ 2:15 PM
CLIENT: City of Alvin
Waterline Improvements Phase II
LJA Project No. E231-0050
FRN F-1386

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	D.L. Elliott Enterprises, Inc. 16535 Hollister St., Ste A Houston, Texas77066 Darryl Elliott 281-895-0924		Statewide Services 6819 Cadillac St. Houston, Texas 77021 713-864-3368		Texas Pride Utilities, LLC 725 Carby Rd. Houston, Texas 77037 832-607-0707		DL Glover, Inc. 19101 Oil Center Blvd Houston, Texas 77073 Danny Glover 281-354-6081		HTI Construction, Inc. 515 Reinhard St. Rosenberg, TX 77471 Henry Gutierre, President 832-600-7632		MetroCity, LLC P.O. Box 1404 Friendswood, Texas 77549 Anthony Rodriguez, President 713-978-3000		LG & G Construction, Inc. 6702 Loma Vista Houston, Texas 7085 Nathalie Gomez 713-498-8357		Aranda Industries, LLC 4206 Northwind Lane Houston, Texas 77014 Luis Aranda, President 281-501-0127		Lopez Utilities Contractor, LLC 715 Minnesota St. South Houston, Texas 77587 Ricardo M. Lopez, General Mgr. 713-987-9719		AR Turnkey Construction Co., Inc P.O. Box 925985 Houston, Texas 77292 Catherine Turner 713-469-5952	
				UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	SUMMARY OF BID																						
	BASE BID ITEMS	**ITEMS 1 - 40**			**$1,109,390.10**		**$1,126,616.00**		**$1,157,885.00**		**$1,218,141.50**		**$1,345,230.00**		**$1,485,383.00**		**$1,398,117.70**		**$1,505,266.10**		**$1,571,605.00**		**$1,800,708.75**
	SUPPLEMENTARY ITEMS	**ITEMS 41 - 54**			**$82,700.00**		**$86,700.00**		**$84,300.00**		**$82,700.00**		**$112,300.00**		**$94,669.00**		**$110,075.00**		**$82,700.00**		**$82,700.00**		**$82,700.00**
	ALTERNATE "A" BID ITEMS	**ITEM 55**			**$41,625.00**		**$33,750.00**		**$20,250.00**		**$11,925.00**		**$40,500.00**		**$20,250.00**		**$34,875.00**		**$31,950.00**		**$22,050.00**		**$50,625.00**
	ALTERNATE "B" BID ITEMS	**ITEM 56**			**No Bid**		**$33,750.00**		**$27,000.00**		**$9,000.00**		**$45,000.00**		**$24,750.00**		**$57,375.00**		**$41,400.00**		**No Bid**		**$67,500.00**
	ALTERNATE "C" BID ITEMS	**ITEMS 57 - 66**			**$68,515.85**		**$71,123.50**		**$78,015.00**		**$73,101.50**		**$78,285.00**		**$80,592.00**		**$138,163.75**		**$86,892.85**		**$92,865.00**		**$113,047.50**
	TOTAL BASE BID AND SUPPLEMENTARY ITEMS	**ITEMS 1 - 54**			**$1,192,090.10**		**$1,213,316.00**		**$1,242,185.00**		**$1,300,841.50**		**$1,457,530.00**		**$1,580,052.00**		**$1,508,192.70**		**$1,587,966.10**		**$1,654,305.00**		**$1,883,408.75**
	TOTAL BASE BID, SUPPLEMENTARY, AND ALTERNATE "A" BID ITEMS	**ITEMS 1 - 55**			**$1,233,715.10**		**$1,247,066.00**		**$1,262,435.00**		**$1,312,766.50**		**$1,498,030.00**		**$1,600,302.00**		**$1,543,067.70**		**$1,619,916.10**		**$1,676,355.00**		**$1,934,033.75**
	TOTAL BASE BID, SUPPLEMENTARY AND ALTERNATE "B" BID ITEMS	**ITEMS 1 - 54 & 56**			**No Bid**		**$1,247,066.00**		**$1,269,185.00**		**$1,309,841.50**		**$1,502,530.00**		**$1,604,802.00**		**$1,565,567.70**		**$1,629,366.10**		**No Bid**		**$1,950,908.75**
	TOTAL BASE BID, SUPPLEMENTARY, AND ALTERNATE "A" & "C" BID ITEMS	**ITEMS 1 - 55 & 57 - 66**			**$1,302,230.95**		**$1,318,189.50**		**$1,340,450.00**	*	**$1,385,868.00**	*	**$1,576,315.00**		**$1,680,894.00**		**$1,681,231.45**		**$1,706,808.95**		**$1,769,220.00**		**$2,047,081.25**

PROPOSAL

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

FROM: **Contractor / Bidder:** D.L. Elliott Enterprises, Inc.

Waterline Improvements Phase 2
Bid Number: B-20-07
Account Number: 237-6001-00-9078

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **210 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **$500.00 Per Calendar Day.**

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

PROPOSAL

Waterline Improvements Phase 2

Contractor D.L. Elliott Enterprises, Inc.

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Base Bid Items						
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	LS	1	$35,000.00	$35,000.00	Thirty-five Thousand Dollars and Zero Cents
2	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	3,735	$35.00	$130,725.00	One Hundred Thirty Thousand Seven Hundred Twenty-five Dollars and Zero Cents
3	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	7,745	$35.00	$271,075.00	Two Hundred Seventy-one Thousand Seventy-five Dollars and Zero Cents
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 14-Inch Steel Casing (0 3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	195	$120.00	$23,400.00	Twenty-three Thousand Four Hundred Dollars and Zero Cents
5	8-Inch Waterline Crossing of Mustang Bayou on Old Galveston Road Bridge, Including Steel Piping Piping, Steel Fittings, Joint Restraints (in Accordance with Details on Plans), Mounting Brackets, Attachment to Bridge, Air Release Valve, Connections to Proposed 8-Inch Waterlines, and All Appurtenances, Complete in Place	LS	1	$32,500.00	$32,500.00	Thirty-two Thousand Five Hundred Dollars and Zero Cents
6	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	650	$34.00	$22,100.00	Twenty-two Thousand One Hundred Dollars and Zero Cents
7	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	2,920	$34.00	$99,280.00	Ninety-nine Thousand Two Hundred Eighty Dollars and Zero Cents
8	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	65	$28.00	$1,820.00	One Thousand Eight Hundred Twenty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
9	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	190	$28.00	$5,320.00	Five Thousand Three Hundred Twenty Dollars and Zero Cents
10	2 25-Inch Waterline (Sch. 40, PVC) with PVC Fittings, Open Cut, All Depths, Complete in Place	LF	40	$25.00	$1,000.00	One Thousand Dollars and Zero Cents
11	2-Inch Waterline (Sch. 40, PVC) with PVC Fittings, Open Cut, All Depths, Complete in Place	LF	40	$25.00	$1,000.00	One Thousand Dollars and Zero Cents
12	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	46	$1,250.00	$57,500.00	Fifty-seven Thousand Five Hundred Dollars and Zero Cents
13	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	23	$1,000.00	$23,000.00	Twenty-three Thousand Dollars and Zero Cents
14	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	1	$750.00	$750.00	Seven Hundred Fifty Dollars and Zero Cents
15	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	37	$4,000.00	$148,000.00	One Hundred Forty-eight Thousand Dollars and Zero Cents
16	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	74	$100.00	$7,400.00	Seven Thousand Four Hundred Dollars and Zero Cents
17	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	EA	15	$150.00	$2,250.00	Two Thousand Two Hundred Fifty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
18	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	10	$1,500.00	$15,000.00	Fifteen Thousand Dollars and Zero Cents
19	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place	EA	15	$50.00	$750.00	Seven Hundred Fifty Dollars and Zero Cents
20	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	3	$6,000.00	$18,000.00	Eighteen Thousand Dollars and Zero Cents
21	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	4	$5,500.00	$22,000.00	Twenty-two Thousand Dollars and Zero Cents
22	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	5	$1,500.00	$7,500.00	Seven Thousand Five Hundred Dollars and Zero Cents
23	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	10	$1,000.00	$10,000.00	Ten Thousand Dollars and Zero Cents
24	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	2	$500.00	$1,000.00	One Thousand Dollars and Zero Cents
25	2-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	2	$500.00	$1,000.00	One Thousand Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
26	Trench Safety System, Complete in Place	LF	4,510	$0.01	$45.10	Forty-five Dollars and Ten Cents
27	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	84	$575.00	$48,300.00	Forty-eight Thousand Three Hundred Dollars and Zero Cents
28	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	101	$650.00	$65,650.00	Sixty-five Thousand Six Hundred and Fifty Dollars and Zero Cents
29	Construct New Polyethylene Tubing Service Connection (2-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	1	$1,500.00	$1,500.00	One Thousand Five Hundred Dollars and Zero Cents
30	Construct New Polyethylene Tubing Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	1	$1,750.00	$1,750.00	One Thousand Seven Hundred Fifty Dollars and Zero Cents
31	Fill Abandoned Waterline with Cement Slurry, All Depths, As Directed by Owner's Representative, Complete in Place	LF	260	$5.00	$1,300.00	One Thousand Three Hundred Dollars and Zero Cents
32	Turf Establishment, Full Sodding, Complete in Place	SY	4,665	$5.00	$23,325.00	Twenty-three Thousand Three Hundred Twenty-five Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
33	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	SY	250	$50.00	$12,500.00	Twelve Thousand Five Hundred Dollars and Zero Cents
34	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	SY	75	$100.00	$7,500.00	Seven Thousand Five Hundred Dollars and Zero Cents
35	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	SY	40	$20.00	$800.00	Eight Hundred Dollars and Zero Cents
36	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	EA	4	$500.00	$2,000.00	Two Thousand Dollars and Zero Cents
37	Remove and Replace Existing Sign, Complete in Place	EA	12	$25.00	$300.00	Three Hundred Dollars and Zero Cents
38	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	$5,000.00	$5,000.00	Five Thousand Dollars and Zero Cents
39	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	EA	31	$50.00	$1,550.00	One Thousand Five Hundred Fifty Dollars and Zero Cents
40	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	LF	500	$1.00	$500.00	Five Hundred Dollars and Zero Cents
		Subtotal:		**Base Bid Items**	$ 1,109,390.10 (Items 1 thru 40)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Supplementary Bid Items						
41	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	LF	1,500	**(Minimum Bid $20.00 Per Linear Foot)** $20.00	$30,000.00	Thirty Thousand Dollars and Zero Cents
42	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	LF	1,500	**(Minimum Bid $10.00 Per Linear Foot)** $10.00	$15,000.00	Fifteen Thousand Dollars and Zero Cents
43	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	CY	100	**(Minimum Bid $10.00 Per Cubic Yard)** $10.00	$1,000.00	One Thousand Dollars and Zero Cents
44	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	CY	50	**(Minimum Bid $25.00 Per Cubic Yard)** $25.00	$1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents
45	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	TON	5	**(Minimum Bid $30.00 Per Ton)** $30.00	$150.00	One Hundred Fifty Dollars and Zero Cents
46	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	CY	25	**(Minimum Bid $100.00 Per Cubic Yard)** $100.00	$2,500.00	Two Thousand Five Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
47	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	AC	0.5	(Minimum Bid $3,000.00 Per Acre) $3,000.00	$1,500.00	One Thousand Five Hundred Dollars and Zero Cents
48	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	LB	250	(Minimum Bid $1.00 Per Pound) $1.00	$250.00	Two Hundred Fifty Dollars and Zero Cents
49	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	TON	1	(Minimum Bid $150.00 Per Ton) $150.00	$150.00	One Hundred Fifty Dollars and Zero Cents
50	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	5	(Minimum Bid $2,000.00 Per Each) $2,000.00	$10,000.00	Ten Thousand Dollars and Zero Cents
51	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	EA	5	(Minimum Bid $1,500.00 Per Each) $1,500.00	$7,500.00	Seven Thousand Five Hundred Dollars and Zero Cents
52	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid $6,000.00 Per Each) $6,000.00	$6,000.00	Six Thousand Dollars and Zero Cents
53	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid $5,000.00 Per Each) $5,000.00	$5,000.00	Five Thousand Dollars and Zero Cents
54	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	40	(Minimum Bid $60.00 Per Each) $60.00	$2,400.00	Two Thousand Four Hundred Dollars and Zero Cents
		Subtotal:		Supplementary Bid Items	$ 82,700.00 (Items 41 thru 54)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "A" Bid Items						
55	6-Inch Waterline Reconstruction by Pipe Bursting with 8" Waterline (PVC, AWWA C-900, DR-18), All Depths, Includes Trench Safety, Post TV Inspection, Etc., Complete in Place	LF	225	$185.00	$41,625.00	Forty-one Thousand Six Hundred Twenty-five Dollars and Zero Cents
		Subtotal:		**Alternate "A" Bid Items**	$ 41,625.00 (Item 55)	
Alternate "B" Bid Items						
56	6-Inch Waterline Reconstruction with Cured in Place Pipe (CIPP) Lining, All Depths, Includes Trench Safety, Post TV Inspection, Etc., Complete in Place	LF	225	No Bid	No Bid	No Bid
		Subtotal:		**Alternate "B" Bid Items**	$ No Bid (Item 56)	
Alternate "C" Bid Items						
57	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	60	$34.00	$2,040.00	Two Thousand Forty Dollars and Zero Cents
58	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	1,105	$34.00	$37,570.00	Thirty-seven Thousand Five Hundred Seventy Dollars and Zero Cents
59	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	3	$4,000.00	$12,000.00	Twelve Thousand Dollars and Zero Cents
60	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	6	$100.00	$600.00	Six Hundred Dollars and Zero Cents
61	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	2	$800.00	$1,600.00	One Thousand Six Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
62	Trench Safety System, Complete in Place	LF	585	$0.01	$5.85	Five Dollars and Eighty-five Cents
63	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	10	$575.00	$5,750.00	Five Thousand Seven Hundred Fifty Dollars and Zero Cents
64	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	EA	8	$650.00	$5,200.00	Five Thousand Two Hundred Dollars and Zero Cents
65	Turf Establishment, Full Sodding, Complete in Place	SY	650	$5.00	$3,250.00	Three Thousand Two Hundred Fifty Dollars and Zero Cents
66	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	$500.00	$500.00	Five Hundred Dollars and Zero Cents
		Subtotal:		Alternate "C" Bid Items	$ 68,515.85 (Items 57 thru 66)	
TOTAL BID				BASE, SUPPLEMENTARY, & ALTERNATE "A" BID ITEMS	$1,233,715.10	One Million Two Hundred Thirty-three Thousand Seven Hundred Fifteen Dollars and Ten Cents
TOTAL BID				BASE, SUPPLEMENTARY, & ALTERNATE "B" BID ITEMS	No Bid	No Bid

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

Addendum No. 1 Dated 6/26/20 Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

Bidder: D.L. Elliott Enterprises, Inc.

Address: 16535 Hollister St, Ste A, Houston, TX 77066

_____

Telephone: 281-895-0924

Date: 6/30/2020

ATTEST: _____

Secretary of Corporation Darryl Elliott

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: $ 679,900.00

ALL OTHER CHARGES: $ 512,190.00

*TOTAL: $ 1,192,090.00

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: D.L. Elliott Enterprises, Inc Date Organized: 3/10/1997

Address: 16535 Hollister St, Ste A, Houston, TX 77066 Date Incorporated: 3/10/1997

Number of Years in Contracting Business under Present Name: 23

Contracts on Hand:

Contract	Amount	Anticipated Completion Date
Please See Attached		

Type of work performed by your company: Heavy Civil Construction

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

Have you ever defaulted on a contract? No

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

Project	Amount	Month/Year	Completed
Please See Attached			

Major Equipment Available for this Contract:

Please See Attached

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

Credit Available: $_____

Bank Reference: Comerica Bank
Layla Barriga - 713-507-7432

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

Executed this 30th day of June, 2020

By: Darryl Elliott

Title: President

REFERENCES

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

City of Houston
Name

611 Walker
Address

Houston, TX 77002
City, State, Zip

832-395-2289
(Area) Phone

City of Conroe
Name

301 West Davis
Address

Conroe, TX 77301
City, State, Zip

936-522-3133
(Area) Phone

City of Rosenberg
Name

2110 4th St
Address

Rosenberg, TX 77471
City, State, Zip

832-595-3590
(Area) Phone

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment form suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
Mickie Services Co, Inc	PO Box 55544 Houston, TX 77255-5544	2.5%	Water Taps
Ramon's Trucking	633 Post st Houston, TX 77022	3%	Trucking Services

D.L. Elliott Enterprises, Inc. Job References

Owner	Project Name	Contract Amt.	Engineer	E-Mail
City of Houston	WLR Glen Iris	$ 2,117,941.00	Willie Raymundo, 832-395-2370	Willie.Raymundo@houstontx.gov
City of Houston	Memorial Woods	$ 3,955,548.17	Nooreen Jilani, PM	
City of Houston	WLR Inwood Forest 1 Area	$ 3,464,335.70	Joseph Meyers	Joseph.Meyers@houstontx.gov
City of Houston	Westchester II	$ 3,241,413.20	Pareshkumar Bhatt	
City of Houston	WL Wrap Repairs	$ 1,887,479.62	Patrece Lee	Patrece.Lee@houstontx.gov
City of Houston	Memorial Bend & Briar Forest	$ 2,147,512.00	Sabeen Shaikh, 832-395-2307	Sabeen.Shaikh@houstontx.gov
City of Houston	WL Rehab & Repl	$ 3,617,710.35	Patrece Lee,	Patrece.Lee@houstontx.gov
City of Conroe	SH 105 West Waterline Extensio	$ 937,244.00	Tara Gaha	tgaha@cityofconroe.org
Fort Bend MUD 19	WLR Riverwood Village	$ 124,189.38	Misael Lopez	mlopez@blackline-eng.com
Fort Bend County	WLI Braxton Road-Kendleton	$ 275,655.00	Larance Turner	lturner@kaluzainc.com
Harris County MUD #504	Woodland Hills Dr.	$ 711,612.50	Gary Goessler	ggoessler@bgeinc.com
Harris County MUD No. 421	WL & WW Facilities Hwy 290	$ 466,549.00	Dave Kendall	
Harris County MUD No. 156	HCMUD No. 156 Barker Cypress	$ 144,682.00	Cammeron Miller	
Sedona Lakes MUD No. 1	Sedona Lakes MUD No. 1	$ 290,253.00	Josh Pena	
HCMUD #148	Fire Hydrant Replacement	$ 222,360.00	Sergio Handal,	
NFB Water Authority	FBC Waterplant #3	$ 709,463.94	Gary Goessler	ggoessler@bgeinc.com
TxDOT	TxDOT/Ragle SH 6 FBCO	$ 481,413.00	Derrick Flowers	
New Caney MUD	WLE Dogwood/Penny	$ 815,567.35	Jimmy Flowers	jflowers@lga.com
City of Rosenberg	Dollar Tree Distr. Center	$ 2,979,334.00	Kendall Logan	
City of Conroe	RFP 2018-02 WP No. 215 (1488)	$ 508,910.00	Jake Douzart, APM	
City of Conroe	SH 105 WWTP	$ 846,882.00	COC Cap Proj Dept 936-522-3130	
Harris County MUD No. 64	Franz Road & State Highway 99	$ 232,160.00	Jason Keeling	jkeeling@ehrainc.com
Forest Hills MUD WP #1	Forest Hills MUD WP #1 Imp	$ 198,400.00	Scott Moreau 281-808-2768	
Harris County MUD #287	Morton Ranch Com.Tracts & Lift	$ 986,074.50	BGE, Ethan M. Demary	
HCMUD No. 132	HCMUD 132 & 151 Interconnects	$ 115,841.00	BGE, Gary Goessler	ggoessler@bgeinc.com
City of Conroe, Tommy Wooley	WLR 2019-12,34,35,36	$ 3,582,148.00	LJA, Jimmy C. Flowers, PE	jflowers@lja.com
Sienna Plantation MUD No. 1	Lift Station #7 Upgrade Sienna	$ 1,763,356.00	Costello, Chad Hablinski PE	
Friendswood Development Co.	Wildwood at Northpointe Sec.23	$ 311,469.00	LJA, Mark Swanson	
FBCMUD 19	WLR Ph 7 Riverwood Village Sec	$ 147,215.00	Misael Lopez	mlopez@blackline-eng.com
Clear Lake City Water Aitjprot	CLCWA LS No. 16,17,18,21 Impv.	$ 186,218.00	LAN	
Skymark obo HCMUD No. 399	Eagle Landing Townhomes	$ 182,613.00	Rebecca McAllister	rmcallister@odysseyeg.com

D. L. ELLIOTT ENTERPRISES, INC.

16535 Hollister Street, Suite A
Houston, Texas 77066
Phone: 281-895-0924 • Fax: 281-895-0932

DL Elliott Enterprises Equipment Resources

John Deere 310SK Rubber Tire Backhoe Loaders	10 EA
Case 580SN Rubber Tire Backhoe Loaders	6 EA
Caterpillar 420F Rubber Tire Backhoe	6 EA
Caterpillar CP34 Vibratory Compactor	1 EA
John Deere 350DLC Excavator	1 EA
Case 9030 Excavator	1 EA
Caterpillar 326FL Excavator	1 EA
Volvo 90E Loader	1 EA
Caterpillar IT28G Loader	1 EA
Caterpillar 938M Loader	1 EA
Case 850G LT Dozer	1 EA
Caterpillar D4G XL Dozer	1 EA
Caterpillar D4K LGP Dozer	1 EA
Vermeer D24x40II Directional Bore Rig	2 EA
Vermeer D36x50II Directional Bore Rig	1 EA

We also have the capability of renting any piece of equipment necessary for any project from various rental agencies.

INSERT A

<u>CORPORATE RESOLUTION</u>

CONSENT IN LIEU OF DIRECTORS' MEETING

IN THIS

LOCATION

Franchise Tax Account Status

As of : 04/24/2020 11:07:45

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

D.L. ELLIOTT ENTERPRISES, INC.

Texas Taxpayer Number	17428190692
Mailing Address	16535 HOLLISTER ST STE A HOUSTON, TX 77066-1428
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/10/1997
Texas SOS File Number	0143692800
Registered Agent Name	DARRYL L ELLIOTT
Registered Office Street Address	16535 HOLLISTER ST. STE. A HOUSTON, TX 77066

Agenda Commentary

Meeting Date: 7/16/2020

Department: Economic Development **Contact:** Larry Buehler, Dir. Economic Dev.

Agenda Item: Consider Resolution 20-R-20, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for review of the design engineering for the FM 528 Extension project; and authorize the Mayor to sign upon legal review.

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

Summary: The City of Alvin engaged HDR Engineering for the design work of the FM 528 Extension project that will provide a safe and efficient hurricane route through Alvin. The project consists of the City providing the design for the construction of a new road on FM 528 from SH 35 business to SH 6. HDR completed the design work and has submitted it to TxDOT for their review. TxDOT is requiring an Advanced Funding Agreement (AFA) to document the scope that includes the design review. There are no costs to the City per attachment C in the Agreement. Staff recommends approval of Resolution 20-R-20.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Resolution 20-R-20
- Advanced Funding Agreement

Recommendation: Move to approve Resolution 20-R-20, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for review of the design engineering for the FM 528 Extension project; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION NO. 20-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE ADVANCED FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW OF THE ENGINEERING DESIGN FOR THE FM 528 EXTENSION PROJECT; AUTHORIZING THE MAYOR TO SIGN UPON LEGAL REVIEW; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City of Alvin's Major Thoroughfare Plan details future roadway improvements for moving traffic safely and with less congestion with the City of Alvin; and

WHEREAS, the Texas Department of Transportation (TxDOT) created the FM 528 Extension project that will go from Business 35 west to State Highway 6 and provide a needed hurricane evacuation route over the BNSF railroad; and

WHEREAS, the City of Alvin engaged HDR Engineering to perform the detailed engineering design for this project and has submitted the design to TxDOT for review; and

WHEREAS, TxDOT requires an Advanced Funding Agreement (AFA) that includes the Scope of Work and funding responsibilities;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The City Council hereby approves the Advance Funding Agreement with TxDot, attached hereto as Exhibit A.

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

PASSED AND APPROVED this the 16th day of July 2020.

THE CITY OF ALVIN, TEXAS	**ATTEST**
_____	_____
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Alvin**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

2. Scope of Work

The Project consists of the Local Government providing the design for the construction of a new road on FM 528, from SH 35 Business to SH 6 as shown on Attachment B. The State will provide the design review.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

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Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.

D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor City of Alvin 216 West Sealy Alvin, Texas 77511	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

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

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Kenneth Stewart Director of Contract Services Texas Department of Transportation	Paul Horn Mayor City of Alvin
Date	Date

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CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

ATTACHMENT B
PROJECT LOCATION MAP

Attachment B:
CSJ: 1414-02-016
Construct 2 - Lane on New Location with Railroad Grade Separation
BRAZORIA COUNTY

CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$0	
Right of Way	$0	
Engineering	$784,000	
Utility Work	$0	
Construction	$0	
Subtotal for Project Phases		$784,000
DIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$5,000	
Right of Way	$10,000	
Engineering	$40,000	
Utility Work	$10,000	
Construction	$0	
Subtotal for Direct State Costs		$65,000
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs		$2,938
TOTAL ESTIMATED COST OF PROJECT		$851,938

$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

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CSJ #	**1414-02-016**
District #	**12 – Houston**
Code Chart 64 #	**00900**
Project Name	**FM 528, BS 35 TO SH 6**

ATTACHMENT C
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(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$0	
Right of Way	$0	
Engineering	$784,000	
Utility Work	$0	
Construction	$0	
Subtotal for Project Phases		$784,000
DIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$5,000	
Right of Way	$10,000	
Engineering	$40,000	
Utility Work	$10,000	
Construction	$0	
Subtotal for Direct State Costs		$65,000
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs		$2,938
TOTAL ESTIMATED COST OF PROJECT		$851,938

$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

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Agenda Commentary

Meeting Date: 7/16/2020

Department: Economic Development **Contact:** L. Buehler, Director

Agenda Item: Consider the First Amended Agreement with Cline Crossing Partners. Ltd. for the construction of a Class "A" apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.

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

Summary: On November 7, 2019, Council approved a Chapter 380 Agreement with Cline Crossing Partners, Ltd., to permit the construction of certain improvements necessary for the operation of a Class "A" apartment development. The property is owned by OC Alvin, LTD, which is the same developer that is doing this project. A copy of the recorded deed was due to the City by December 22, 2019, and the construction of the development was to be completed by December 31, 2021. Since that time, the developer has requested new commitment dates due to the extended schedule of closing their financing through the U.S. Department of Housing and Urban Development (HUD). Once closing takes place, a copy of the recorded deed is due to the City within 45 days and the completed construction is due within 24 months of the deed being recorded. All development requirements of the original 380 Agreement will be met.

Staff recommends approval of the First Amended Agreement.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- First Amended Agreement with Exhibits

Recommendation: Move to approve the First Amended Agreement with Cline Crossing Partners. Ltd. for the construction of a Class "A" apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

FIRST AMENDED AGREEMENT

This First Amended AGREEMENT (the "Amended Agreement") is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the "City"), and Cline Crossing Partners, Ltd, (the "Company").

WITNESSETH:

WHEREAS, the City and the Company, entered into the original Agreement on November 14, 2019 (the "Original Agreement"), in order for the Company to take necessary actions to construct a Class A apartment development in the City; and

~~**AGREEMENT**~~

~~THE STATE OF TEXAS §~~
~~§~~
~~COUNTY OF BRAZORIA §~~

~~**KNOW ALL MEN BY THESE PRESENTS:**~~

~~This AGREEMENT (the "Agreement") is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the "City"), and Cline Crossing Partners, Ltd, (the "Company"),~~

~~**WITNESSETH:**~~

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

WHEREAS, on October 17, 2019, the Company submitted a Proposal to the City requesting certain administrative actions to permit the construction of certain improvements necessary for the operation of a Class "A" apartment development, which are defined as upscale, luxury apartments, which will appreciate in value (the "Project"), a copy of which Proposal is attached hereto as **Exhibit "A,"** and made a part hereof; and

WHEREAS, the Company proposes to include new improvements on the Property to enhance the project that will include greenspace, a detention lake, and swimming pool (collectively, the "Improvements"), more particularly described in **Exhibit "B,"** attached hereto and made a part hereof; and

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3) of the Texas Government Code, that it does not and will not employ any undocumented workers in any aspect of the construction of the Improvements; and

WHEREAS, the Company agrees, in each year this Agreement is in effect, that it will take all actions necessary to place all taxable improvements and real property of the Project on the tax rolls of Brazoria County Appraisal District (BCAD) for the payment of ad valorem taxes by the Company, its successors and assigns; and

WHEREAS, the City agrees that in order to induce the Company to construct the Improvements on the Property, it will take all lawful and appropriate administrative actions (collectively the "Actions"), to permit and authorize the construction and operation of the Property as set forth in **Exhibit "C,"** attached hereto and made a part hereof; and

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

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations on the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the surrounding area to the Property, the creation of construction jobs, and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

WHEREAS, the Company has defaulted the Original Agreement by not supplying the City with a certified copy of the recorded deed to the Property, and has defaulted on the agreed upon dates for completion of various item and are requested modification to the Original Agreement; and

WHEREAS, the City believes that amending the Original Agreement to allow the Company to continue the Project, with amended dates for completion of various items is in the best interest of the economic development of the City; and

WHEREAS, the City and the Company desire to amend certain provisions of the Agreement in connection with the proposed construction of the Class A apartment development;

NOW, THEREFORE, **in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree** ~~**as follows**~~ and restate Paragraphs 1 through 15 in the Original Agreement in their entirety:

1. The Company covenants and agrees that it will design and construct a "Class A" upscale apartment project, complete with amenities as described in **Exhibit "B,"** to include enhanced greenspace/landscaping, enhanced swimming pool, and a clubhouse/common space/business center, etc. The Company further agrees to follow all other elements of the City of Alvin ordinances for the Project.

2. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the "BCAD"), beginning no later than December 1, 2020, and will provide the City Manager, with a complete copy of such rendition to the BCAD each year this Agreement is in effect. The rendition shall include the Company's name, location, address, applicable BCAD tax account numbers, and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the "~~Effective~~ Record Date") and terminate three (3) years from the ~~Effective~~ Record Date, unless extended by mutual agreement and in writing by the City Council and the Company.

The Company agrees that its obligations under this paragraph to render the Property, Fixtures and the Improvements for taxation to the BCAD shall survive any termination of this Agreement, including a termination for default by the Company.

3. The Company covenants and agrees to deliver to the City Manager within forty-five (45) days of the date the Deed is recorded in the deed records of Brazoria County, Texas (the "Record Date"), ~~the Effective Date of this Agreement,~~ a certified copy of the recorded deed to the Property (the "Deed"). Thereafter, the Company covenants and agrees that the ~~construction~~ commencement of the Improvement and the acquisition of any required permits and licenses shall be completed not more than ninety (90) days from the Record Date ~~date the Deed is recorded in the deed records of Brazoria County, Texas (the "Record Date").~~ No City permits will be issued until the receipt of the recorded deed.

The parties agree that the construction of the Improvements on the Property shall be completed ~~by the end of December 2021~~ within twenty-four (24) months from the Record Date.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an agreement of an extension of a deadline by the City Council, shall constitute an event of default for which the City may terminate this Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in ~~Article 2~~ this Agreement, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under ~~Article 2~~ this agreement, the City may, at its discretion, restrict continuing and or future improvements subject to Company complying with all current City of Alvin Ordinances. The City agrees it will not seek any additional remedies or damages from Company for violations of ~~Article 2~~ this section.

4. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements in each Phase, provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the acquisition of the Property, or the renovation or construction of the Improvements for the value of the real property, and the value of the completed Improvements and fixtures made by or on behalf of the Company.

5. The Company has acknowledged in its application to the City for a public subsidy as defined by Article 2264.001(3) of the Texas Government Code, that it further covenants and

agrees that it does not and will not knowingly employ any undocumented workers in any aspect of the construction of the Improvements. "Undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

6. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

7. It is understood and agreed by the parties that in the event of a default by the Company to render its Property, Fixtures and Improvements to the BCAD in a timely manner as required by paragraph 1 hereof, the Company shall reimburse the City the full amount of the ad valorem taxes it would have paid had the company rendered its Property, Fixtures, and Improvements to the BCAD as required by this Agreement, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within thirty (30) days after the City notifies the Company of the default.

It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the City may declare such conviction to be a material event of default of this Agreement and terminate this Agreement within thirty (30) days after the City notifies the Company of such default.

As provided by section 2264.101(a) of the Texas Government Code, the Company agrees and acknowledges that the City may bring a civil action against the Company to recover any amounts, or to declare the Company in default, for a conviction of a violation under 8 U.S.C Section 1342a(f).

Any party in default of an obligation under this Agreement shall be responsible for the court costs and reasonable attorney's fees of the non-defaulting party for any action brought under this Agreement.

8. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect. Notwithstanding the foregoing, in the event that the U.S. Department of Housing and Urban Development ("HUD") succeeds to the Company's interest in the event of a foreclosure or deed in lieu of foreclosure, HUD shall have no obligations or monetary obligations under this Agreement

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

If to City: The City of Alvin
Alvin City Hall
216 West Sealy
Alvin, Texas 77511

Attn: City Manager

If to Company: Cline Crossing Partners, Ltd.
5400 Katy Freeway, Suite 100
Houston, Texas 77007

Attn: Bobby Orr

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

11. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council. In the event of a conflict between the Original Agreement and this Amended Agreement, this Amended Agreement shall control

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

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

14. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

15. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this _____ day of _____ 2019 (the "Effective Date") and the Company.

ATTEST:

By:_____
Dixie Roberts
City Secretary

City of Alvin, Texas

By: _____
Paul A. Horn, Mayor

Signed this the _____ day of _____, 2019

ATTEST:

By:_____

Printed Name: _____

Title: _____

Cline Crossing Partners, Ltd.

By: _____

Printed Name:_____

Title:_____

Signed this the _____ day of _____, 2019

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of_____ 2019, by _____ of the City of Alvin, Texas, for and on behalf of said City.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____ 2019, by Bobby Orr for and on behalf of said Company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

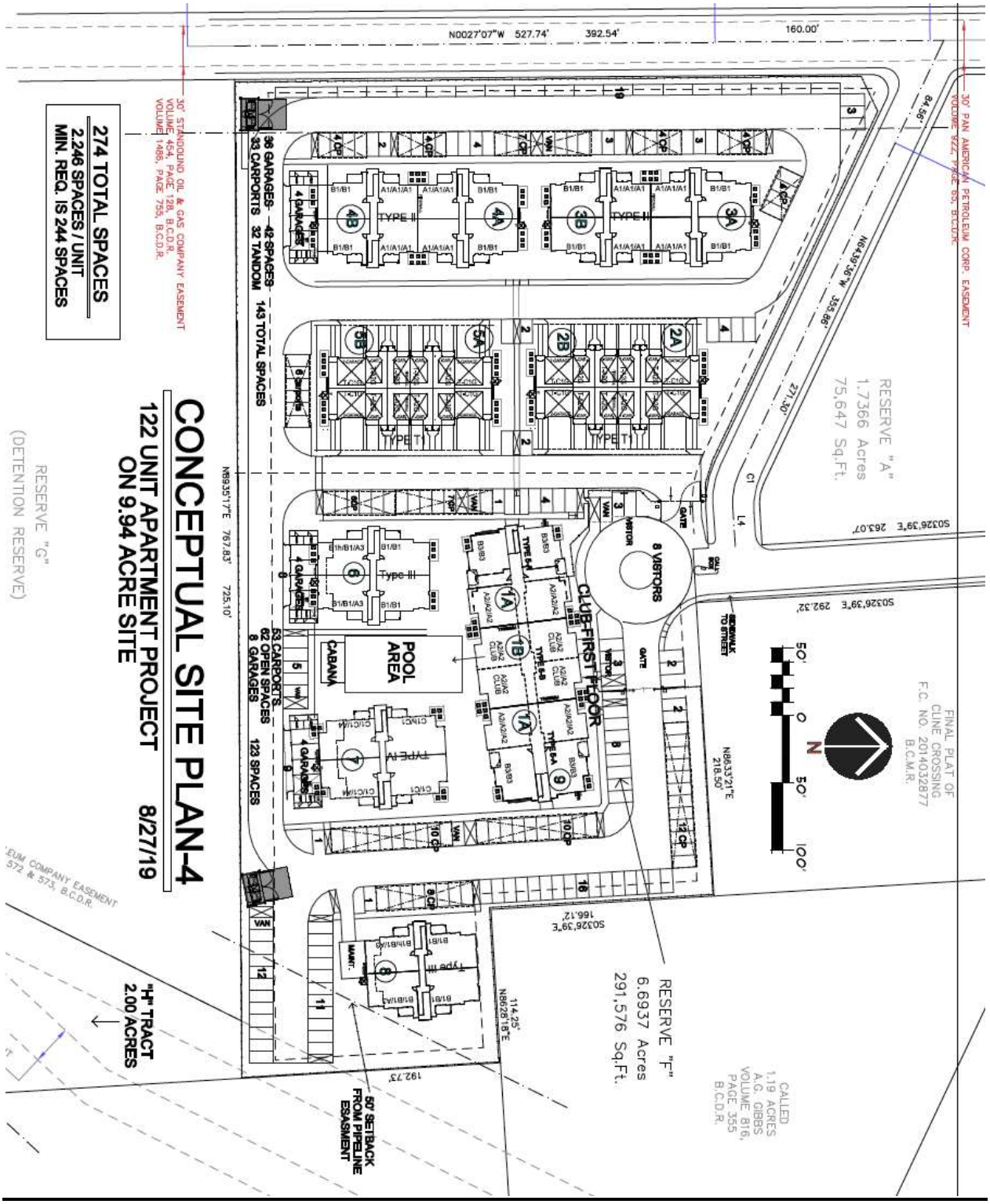

CONCEPTUAL SITE PLAN-4
122 UNIT APARTMENT PROJECT
ON 9.94 ACRE SITE
8/27/19
274 TOTAL SPACES
2.246 SPACES / UNIT
MIN. REQ. IS 244 SPACES
36 GARAGES 42 SPACES
33 CARPORTS 32 TANDOM
143 TOTAL SPACES
53 CARPORTS
62 OPEN SPACES
8 GARAGES
123 SPACES
POOL AREA
CABANA
CLUB FIRST FLOOR
8 VISTORS
RESERVE "A"
1.7366 Acres
75,647 Sq.Ft.
RESERVE "F"
6.6937 Acres
291,576 Sq.Ft.
RESERVE "G"
(DETENTION RESERVE)
"H" TRACT
2.00 ACRES
50' SETBACK FROM PIPELINE ESAMENT
30' PAN AMERICAN PETROLEUM CORP. EASEMENT
30' STANDOUND OIL & GAS COMPANY EASEMENT
FINAL PLAT OF CLINE CROSSING
CALLED 1.19 ACRES A.G. GIBBS VOLUME 816, PAGE 355 B.C.D.R.

Exhibit “B”

Proposal of Improvements with Details of Amenities

ELEVATOR/STAIR SYSTEM

The residential buildings will be served by exterior stairwells.

UTILITIES

Units will be all electric, and tenants will pay electric expenses directly to the provider. Tenants will reimburse the landlord for water and sewer charges through a RUBS system.

SECURITY

The subject will feature limited access and security gates with a call box.

PROJECT AMENITIES

The project amenities shall include clubhouse with a fitness room, game room with pool table, kitchen, business/computer room and conference room. The property shall also include an outdoor swimming pool with sun deck, a fire pit, cabana, and grilling stations.

UNIT AMENITIES

Kitchens

All units shall feature a full appliance package including an electric range/oven, vent-hood, frost-free refrigerator with icemaker, garbage disposal, dishwasher, and built-in microwave oven. Additionally, each unit shall feature wood cabinets with granite surface countertops and stainless-steel appliances.

Bathrooms

All the bathrooms within each unit shall feature combination tub/showers. Additionally, it is assumed each bathroom shall feature a commode, vanity with a built-in sink, and wall-mounted mirror.

Interior Features

Each unit will feature ceiling fans, walk-in closets, and washer/dryers. In addition, the subject shall include built-in desks in select units and a kitchen island or peninsula with breakfast bar.

Interior Lighting

It is assumed that each unit will feature incandescent lighting in appropriate interior and exterior locations.

Storage

Storage units will be available for tenant use.

Exhibit “B” continued

The Company agrees to the following:

- All other portions of the City of Alvin Ordinances will be followed by the developer/owner
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Exhibit “C”

The City Administrative Actions

- For these improvements with an estimated value of $12,500,000.00, the City of Alvin will allow up to 24 units per building, despite the current ordinance limiting the number of units per building at 10.
- All other portions of the City of Alvin Ordinances will be followed by the developer/owner
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Agenda Commentary

Meeting Date: 7/16/2020

Department: Administration **Contact:** Junru Roland, City Manager

Agenda Item: Consider Ordinance 20-R, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

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

Summary: At the end of fiscal year 2019 (FY19), the City exceeded fund balance requirements/expectations in the General Operating Fund. The savings resulted from personnel vacancies, utility savings, and lower than expected costs of materials and supplies. Staff has identified capital items that could be funded in the current fiscal year (FY20) utilizing prior year budget savings.

Staff requests that City Council amend the FY20 budget to transfer ($252,710) FY19 budget savings from the General Operating Fund to the General Capital Projects Fund to fund an upgrade to security systems.

Also, staff recommends that City Council amend the FY20 budget to transfer use $348,404 FY19 budget savings from the General Operting Fund to the General Revenue Fund. Staff recommends approval of Ordinance 20-R.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Ordinance 20-R
- Exhibit A

Recommendation: Move to approve Ordinance 20-R, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE NO. 20-R

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN ORDINANCE NO. 19-W, PASSED AND APPROVED SEPTEMBER 19, 2019, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2019-20; FOR THE PURPOSE OF AMENDING THE MID-YEAR BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABLITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2019-20 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

PASSED and APPROVED on first reading on the 16th day of July 2020.

CITY OF ALVIN, TEXAS: ATTEST

By: _____ By: _____

Paul A. Horn, Mayor Dixie Roberts, City Secretary

FY20 Council Budget
Proposed Mid-Year Amendments for Consideration

GENERAL PROJECTS FUND

Account Number	Account Description			Project Description
311 3501 18 4150	Capital Outlay	$	18,140	Security Camera
311 2504 00 4150	Capital outlay	$	36,650	Security Camera
311 7001 02 4150	Capital Outlay	$	45,200	Security Camera
311 1006 14 4150	Capital Outlay	$	19,620	Security Camera
311 3501 00 4150	Capital Outlay	$	25,700	Security Camera
311 6006 00 4150	Capital Outlay	$	41,800	Security Camera
311 7001 00 4150	Capital Outlay	$	65,600	Security Camera
311-406111	Transfer From General Fund	$	362,166	

GENERAL OPERATING FUND

111-9001-00-7110	Transfer to General Proj. Fund	362,166
111-9001-00-7101	Transfer to General Rev Fund	238,948

GENERAL REVENUE FUND

Account Number	Account Description			Project Description
309-406212	Transfer From General Fund	$	238,948	

Agenda Commentary

Meeting Date: 7/16/2020

Department: City Secretary **Contact:** Dixie Roberts, City Secretary

Agenda Item: Accept resignation from John Burkey of the Charter Review Commission, and consider the appointment of a replacement member to fill the vacancy on the Commission.

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

Summary: On June 18, 2020, City Council appointed the following members to serve on the 2020 Charter Review Commission: John Burkey, Richard Garivey, Nicole Kelinske, Beth Nelson, Cary Perrin, Donna Starkey, and Lindsey Vaughn.

Mr. Burkey contacted the City Secretary's Office via email stating that he would like to be removed from the Commission citing health conditions. He asked that a replacement member be selected to serve on the Commission.

All applicants were contacted. Those who were not selected were told that their application would remain on file in case a vacancy should occur.

The following individuals have a current application on file to serve on the Charter Review Commission: Linda Brown, Susan Carlisle, David Hudson, Stacey Hughes, Milton Morgan, Randy Race, JR Dick Tyson, Heather Van Dine, Jamie Vaughn, and Rachel Welty.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Spreadsheet of applicant information

Recommendation: Move to accept the resignation from John Burkey of the 2020 Charter Review Commission, and appoint _____ to fill the vacant position on the Commission.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

2020 Charter Review Applicant Information

First Name	Last Name	Employment	Occupation	Resident of Alvin	Boards Served on	Attended Citizen's Academy	Notes Provided on Consent and Willingness to Serve Form
Linda	Brown	Alvin High School	School Suspension Staff	Yes	None	No	Love working with people
Susan	Carlisle	Dow Chemical	Sr. Admin Professional	Yes	None	No	I am actively seeking a way to get involved in making Alvin a strong and prosperous community for all residents. I believe we can and should always strive to make our community better for its citizens. have not been involved in any community endeavors recently, however when my son was young I was actively involved in the Boy Scouts troop he joined and my mother is involved in the Keep Alvin Beautiful committee.
David	Hudson	Gulf Coast Water Authority	Canal Manager	Yes	None	No	I am a long time resident of Alvin and looking to help/assist in improving the city I live in.
Stacey	Hughes	Dickinson ISD	School Administrator	No	None	No	I am very interested in becoming involved in my community in a way that I learn more about the inner workings as well as to support growth and development throughout Alvin. I am lifelong leaner that enjoys reading, learning, and analyzing in order to understand and helps others understand sophisticated processes and policies.
Milton	Morgan	Haliburton	Sales	Yes	current member on Parks Board	No	I have been a resident of Alvin for 39 yrs., I want to get more involved in serving in the community.
Randy	Race		Retired	Yes	current member on Parks Board	Yes	Attend and watch most City Council meetings.
JR Dick	Tyson		Retired	Yes		No	Served as prior City Council member, various committees and volunteer groups. Resident of Alvin for 60+ years.
Heather	Van Dine	City of Friendswood	Records Management Coordinator	Yes	None	No	
Jamie	Vaughn	Unicat Catalyst Technologies		Yes	current Parks Board chairman	No	My interest is to use the Charter review to update our city's charter and to keep our city in the best possible position of growth going forward.
Rachel	Welty	Third Coast Bank SSB	Credit Administration Officer	Yes	None	No	I would like the opportunity to learn and define more of the way our city is ran. I have spent some time during my years here learning about the city and what it offers to the citizens and would appreciate being able to have a voice to help better our community. Volunteered for the Newman Park rebuild with Kaboom.
							Updated 7/8/20 9:30 a.m. - DR

Agenda Commentary

Meeting Date: 7/16/2020

Department: **Contact:** Mayor Paul Horn

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

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

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

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

To support the completion of the Karpeles Museum, it has been requested that City Council consider the following:
1.) Increasing the appropriation from $20,000 to $30,000 to cover unexpected costs.
2.) Authorizing the disbursement of the $30,000 when the certificate of occupancy has been issued.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:
- Presentation of Karpeles Museum Project – 2015
- 2019 Presentation – Tom Stansel

Recommendation: Move to approve the $_____ from the Hotel Occupancy Tax Fund for the Karpeles Museum project when a certificate of occupancy has been issued by the City of Alvin.

Reviewed by Department Head, if applicable ☐
Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Attorney, if applicable ☒
Reviewed by City Manager ☒

Karpeles Manuscript Museum Alvin

Tom Stansel

Acting Director

Alvin Karpeles Manuscript Museum

07/13/2020

Karpeles Manuscript Museums Background

- Founded in 1983 by Dr. David Karpeles
  - Dr. Karpeles is a California philanthropist
- 501,c,3 Nonprofit
- Largest private collection of manuscripts in the world
  - Over one million items worth over one billion dollars
- Quote from Dr. Karpeles
  - *"Our children have no sense of purpose and few goals. They make no commitments for fear that they will make mistakes and fail. They see our mistakes but are blind to our accomplishments … It is to cure this lack and thereby fulfill my own desire to renew the sense of purpose for our children and ourselves that the Karpeles Manuscript Library has been created."*
- Open the only Texas branch of the Karpeles Museums
  - Closest museum is Shreveport, La.
- Website: *http://www.karpeles.org*

Karpeles Background cont.

- Offers programs to all school levels, colleges, and churches in areas where his museums are located
  - Cultural Literacy Program
    - "The message points out that the daily difficulties, misdirections and errors that we make are no different than those made by everyone, including the most famous names in history. "
  - School Outreach Program
    - "a particular topic may be chosen by the teacher(s). The Library will prepare an exhibit on that topic, which can be viewed at the Museum or taken directly into the school library."
  - Mini-Museums in schools and colleges
    - Educational exhibits of manuscript reproductions of various topics, whether historical, literary, political, musical, or scientific on a on-going (changed every 2 months), permanent basis.
  - Museums
    - 14 Across the United States
    - Exhibits rotate every 4 months
- All programs and museum admissions are **Free**

Karpeles Background cont.

- Tries to select architecturally significant buildings to house his museums to save the structures
- Collection includes items such as
  - Original Bill of Rights with authors' notes in the margins
  - Cover letter for the Declaration of Independence
  - Certification signed by Charles Lindbergh upon his arrival in France
  - Letters from King Phillip II to the commander of the Spanish Armada
  - Original instructions to Sir Francis Drake to defend against the Armada
  - Original drafts of the screenplay of the movie The Wizard of OZ
  - Handwritten draft of Beethoven's Emperor Concerto

Methodist Church Bldg. History

- Dr. David Karpeles purchased the old First Methodist Church building about 9 Years ago
  - Church was built in 1925
  - Members purchased 36,000 bricks at $1.00 each to finance the building
  - First brick church in Alvin and oldest standing church in near original state
  - It is (in my opinion) the most architecturally interesting building still standing in Alvin

Condition of Church When Purchased

- The building was full of rubbish
  - 17 roll off containers were filled to empty the building
- Roof was leaking
- Stained glass windows had many panes broken out
- Rot in stained glass arch
- Mold and major rot/termite damage in basement
- Rotten sections of floor and bracing below
- The building was in a downward spiral on its way to demolition

Repair Summary

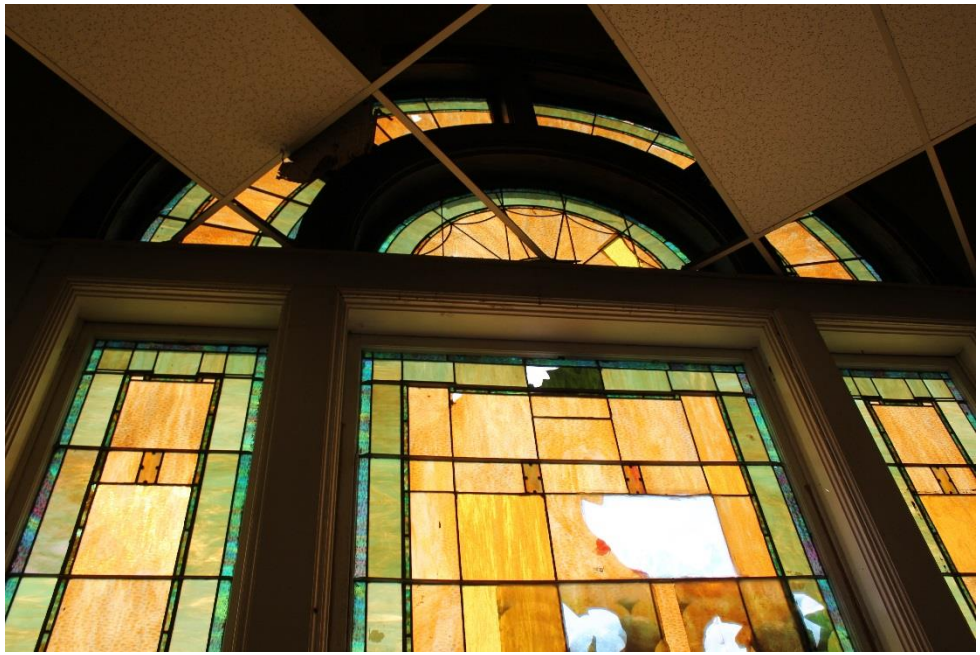
- Replaced roof
- Repaired stained glass windows and frames (others in work)
- Made new handicap accessible bathrooms
- Repaired floors and walls on main floor
- Corrected ceiling to show full windows
- Mold elimination in basement
- Drywall, refinished floors, painted, stained etc.
- Structural bracing in 1st floor (basement)
  - Support floor/walls above

Repair Summary cont.

- Bringing building up to current code
  - Includes Fire Alarm System and off street parking
- City has inspected building and their punch list is being addressed including
  - Major repairs to roof, ceiling on front porch & enclosing basement walls to retard fire growth etc.
- Dr Karpeles has approved all the work and costs to obtain an Occupancy Permit from the city
- Additional work will be required after opening

Community Support

- Robert Vasquez at Express Roofing and Home Services is the general contractor - at his cost.
- The engineering company James Thompson and Associates - reduced rate.
- Terry and Jody Droege at TDEC Electric - reduced rate.
- Jim Stinson at Asphalt Maintenance Inc. parking lot -at cost
- Anna Arendell at All American Pest Control to rid us of termites, crazy ants and mice - free
- Jeff Sparks at Southside Electric fire alarm installation - reduced cost.
- Mike Segers, David Oliver and Chris Hartman have volunteered many hours of labor correcting problems in the building not covered by the general contract.
- In addition, the City of Alvin has pledged $20,000 when the museum opens to help with the construction costs, and McCoy's Building Supply has donated $3,000 to the project.



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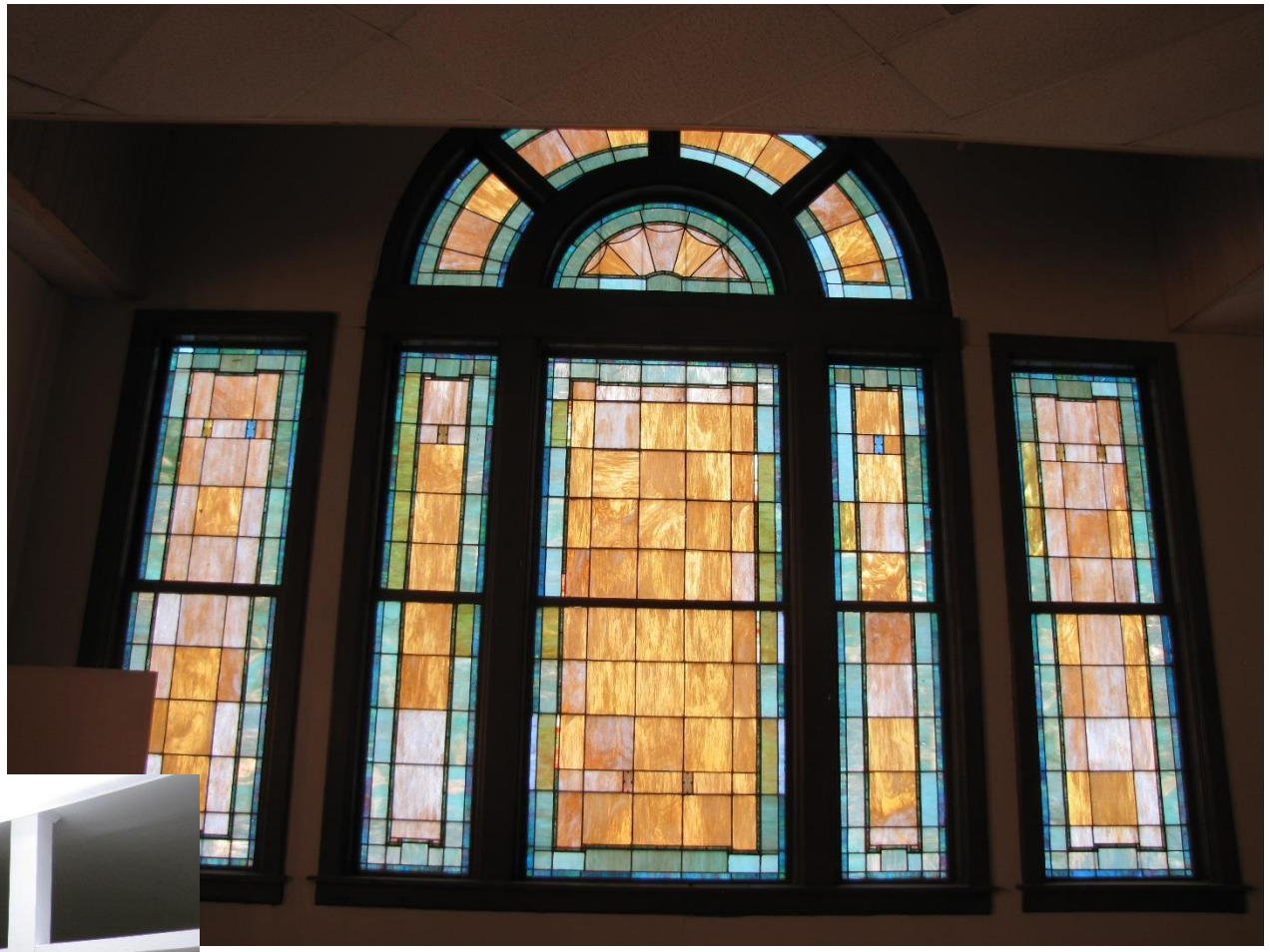

EXIT

TITANIC

Who Benefits From the Karpeles?

- Citizens of Alvin
- Alvin Museum Society
- Merchants of Alvin
- Children of Alvin, AISD, ACC
- Churches
- Tourism
  - Will draw visitors from Texas and Louisiana +
  - Many will visit 3 times a year when the exhibits rotate

Summary

- Karpeles offers many programs that would greatly benefit the Alvin area – FREE
- Karpeles has worked (off and on) on the old Methodist Church building for over 9 years
- Karpeles has saved the building

Summary

- **We, however, are requesting additional help for the Karpeles Museum to keep it in Alvin**
  - The Karpeles is **unique** and deserves our support
    - They are a 501(c)3 charity
    - They saved the Methodist Church building
    - All their services are **free to the community**
    - The benefits will last for years (not just one weekend)
  - Dr Karpeles has incurred over $45,000 in unplanned expenses in addition to his $130,000 contract to bring the building up to code

A Request from the Alvin Community

- **Dr. Karpeles is a California philanthropist who has spent many years collecting significant documents and currently has a collection of over 1 million original manuscripts (the largest private collection in the world). He has opened over a dozen manuscript museums around the United States where his huge collection is displayed. His museums do not charge an admission fee and he has also instituted a program of taking copies of the manuscripts to local schools as a free educational tool. Alvin has been incredibly fortunate to have Dr. Karpeles select Alvin (the only site in Texas) as a site for one of his museums. He has purchased the old Methodist Church on Johnson Street and has been restoring this historic building for over 3 years but due to rising costs and building code issues, he is considering relocating elsewhere.**
- ***We request the Mayor and City Council make every effort to ensure this museum locates in our city including making available funds from the Hotel-Motel Tax Fund.***

Bill Hasse
Clarece Hasse
Jay Hawkins
Doyle Swindell
Richard Klapper
Larry Nelson
Pat Klopp
Trent Klopp
Joyce Kubeczka
Ricky Kubeczka
Bob Adams
Ruby Adams
Bill Agrella
Cathy Agrella
Barbara Biggers
Bill Blunk
Lynne Blunk
Ann Brotherton
Mary Bruce
Brittany Brumbelow
Jeff Brumbelow

Joe Schneider
Judy Scott
Alice Segers
Mike Segers
Nan Self
Darren Shelton
Clyde Shepherd
Joy Shepherd
Alice Sloan
Paul Sloan
Beth Nelson
Adam Flores
Rose Mary Fordinal
Susan Fox
Martha Franzen
Terrell Franzen
K. D. Freeman
Willie May Freeman
Kathy Gilstrap
Pam Goergen
Charlie Goodson

Marsha Crainer
Ron Mercer
Rick Powledge
Pamela Powledge
Tom Stansel
Carl Ellis
Wayne Bell
Brenda Brown
Morgan Brumbelow
Paulette Brumbelow
Barbara Brzezinski
Richard Brzezinski
Bill Crider
Elke Crow
Bill DeWitt
Georgia DeWitt
Virginia Eernisse
Vicky Elliott
JoDell Stansel
Vicki Arendell-Ennis
Bettye Epperson

Nancy Goodson
Rachel Grimmett
Lupe Gutierrez
Wineva Hankamer
Claudia Hayslip
John Hayslip
Betty Hodges
Amanda Hoffpauir
Aubrey Horner
Lois Horner
Mary Huber
Nancy Nelson
Sylvia Nelson
Matt Ober
Roy Pearson
Pam Powledge
Rick Powledge
Jeanette Rau
Martha Rolingson
Noel Hankamer
Michael Anne Bryant

Eileen Jasper
John Jasper
Nancy Jermain
Pam Leitner
Barbara Lenamon
Joyce Lewis
Nancey Lobb
Donna Loftin
Milton Loftin
Katheryn Mattes
Tom Mattes
Fred Thomas
Christi A. Turner
Nelva Urick
Nelva Urick
Jean Vance
Wade Vance
Floyd Vanderford
Sandra Vanderford
Mona Travis
Linda Carter

Charles McCauley
Peggy McCauley
Robert McCauley
Gloria Mercer
Carolyn Evans
Emmit Miller
JoAnn Miller
John W. Evans
Don Nelson
Jimmy Nelson
Linda Klapper
Donna Walleck
Val Walleck
Margie West
Janie Whitaker
June Wyatt
Judy Zavalla
Roy Waldrep
Judy Stracener
Marcia Bunch
Tiffany Wennerstrom

John Wennerstrom
Mike Bass
Cheryl Knape
Sheila Olson
Bobbie Case

Pete Vincent
Don Childs
Debbi Fontenot
Debbie Orrenamaa

Shirley Brothers
Ann Brotherton
Scot Bryant
Megan Prejean

Karpeles Manuscript Museum Alvin

2015 Presentation

Tom Stansel

COO

Alvin Museum Society

alvinms@att.net

281 331-4469

Disclaimer

- The Alvin Museum Society has no affiliation with the Karpeles Manuscript Museum
- We are not empowered to speak for the Karpeles
- This presentation is based on the information available to us

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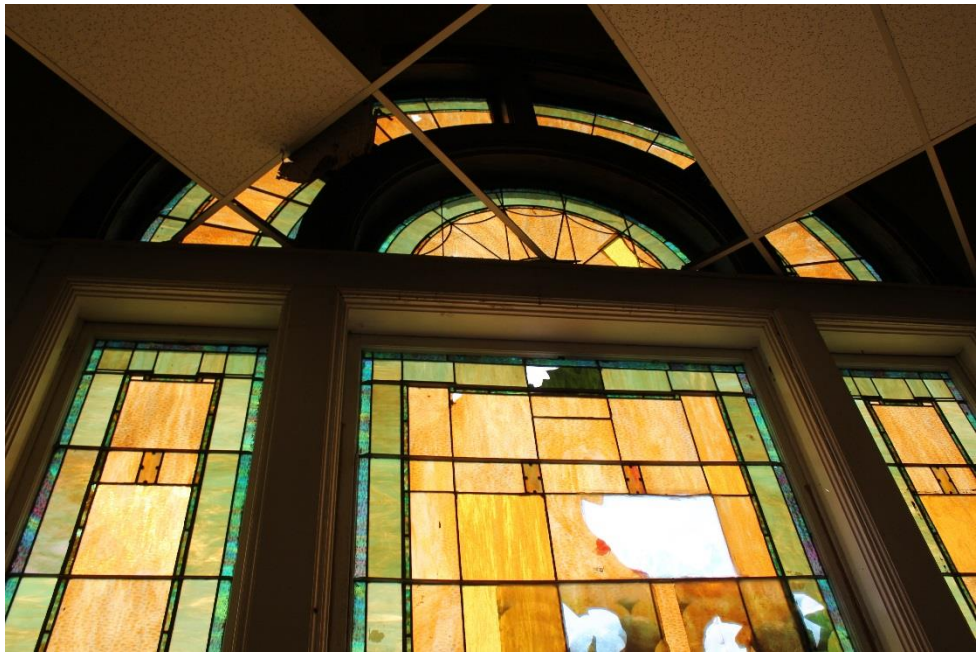

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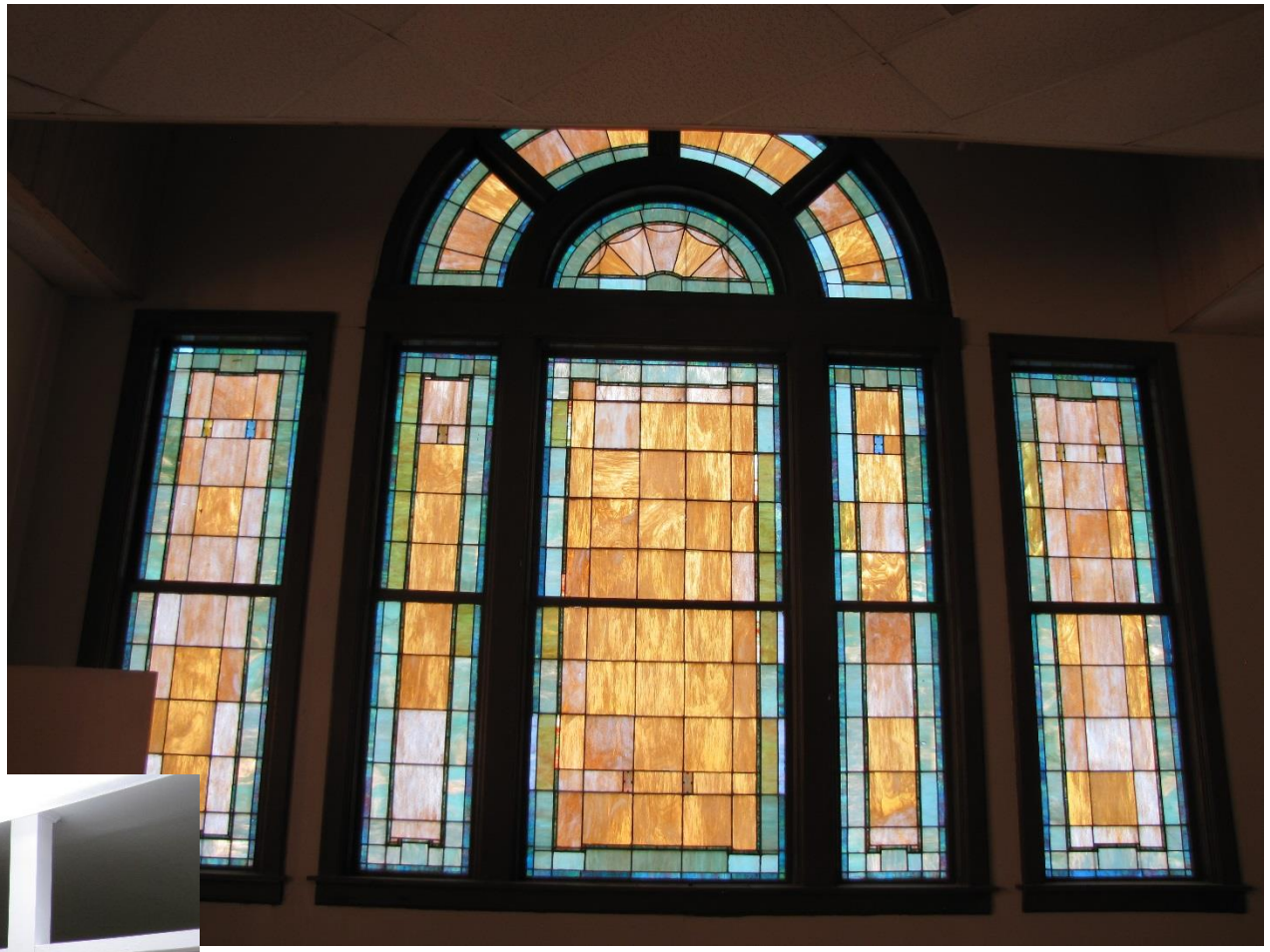

EXIT

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- Churches
- Tourism
  - Will draw visitors from South Texas and Louisiana
  - Many will visit 3 times a year when the exhibits rotate

Summary

- Karpeles offers many programs that would greatly benefit the Alvin area – FREE
- Karpeles has worked on the old Methodist Church building for over 3 years
- Karpeles has (at Least temporally) saved the building
- To bring this project to completion, Karpeles has requested
  - To be given a list of safety items to resolve in order to temporarily open
  - While continuing other required repair work
- In the meantime Karpeles has put the building up for sale

Summary

- **We, however, are requesting help for the Karpeles Museum to keep it in Alvin**
  - The Karpeles is **unique** and deserves our support
    - They are a 501,c,3 charity
    - They saved the Methodist Church building
    - All their services are free to the community
    - The benefits will last for years (not just one weekend)
  - We are requesting $20,000 from the Hotel/Motel Tax Fund to help defray some of the expenses still required to open the museum and **to show that Alvin wants this museum in Alvin**

A Request from the Alvin Community

- **Dr. Karpeles is a California philanthropist who has spent many years collecting significant documents and currently has a collection of over 1 million original manuscripts (the largest private collection in the world). He has opened over a dozen manuscript museums around the United States where his huge collection is displayed. His museums do not charge an admission fee and he has also instituted a program of taking copies of the manuscripts to local schools as a free educational tool. Alvin has been incredibly fortunate to have Dr. Karpeles select Alvin (the only site in Texas) as a site for one of his museums. He has purchased the old Methodist Church on Johnson Street and has been restoring this historic building for over 3 years but due to rising costs and building code issues, he is considering relocating elsewhere.**
- ***We request the Mayor and City Council make every effort to ensure this museum locates in our city including making available funds from the Hotel-Motel Tax Fund.***

Bill Hasse
Clarece Hasse
Jay Hawkins
Doyle Swindell
Richard Klapper
Larry Nelson
Pat Klopp
Trent Klopp
Joyce Kubeczka
Ricky Kubeczka
Bob Adams
Ruby Adams
Bill Agrella
Cathy Agrella
Barbara Biggers
Bill Blunk
Lynne Blunk
Ann Brotherton
Mary Bruce
Brittany Brumbelow
Jeff Brumbelow

Joe Schneider
Judy Scott
Alice Segers
Mike Segers
Nan Self
Darren Shelton
Clyde Shepherd
Joy Shepherd
Alice Sloan
Paul Sloan
Beth Nelson
Adam Flores
Rose Mary Fordinal
Susan Fox
Martha Franzen
Terrell Franzen
K. D. Freeman
Willie May Freeman
Kathy Gilstrap
Pam Goergen
Charlie Goodson

Marsha Crainer
Ron Mercer
Rick Powledge
Pamela Powledge
Tom Stansel
Carl Ellis
Wayne Bell
Brenda Brown
Morgan Brumbelow
Paulette Brumbelow
Barbara Brzezinski
Richard Brzezinski
Bill Crider
Elke Crow
Bill DeWitt
Georgia DeWitt
Virginia Eernisse
Vicky Elliott
JoDell Stansel
Vicki Arendell-Ennis
Bettye Epperson

Nancy Goodson
Rachel Grimmett
Lupe Gutierrez
Wineva Hankamer
Claudia Hayslip
John Hayslip
Betty Hodges
Amanda Hoffpauir
Aubrey Horner
Lois Horner
Mary Huber
Nancy Nelson
Sylvia Nelson
Matt Ober
Roy Pearson
Pam Powledge
Rick Powledge
Jeanette Rau
Martha Rolingson
Noel Hankamer
Michael Anne Bryant

Eileen Jasper
John Jasper
Nancy Jermain
Pam Leitner
Barbara Lenamon
Joyce Lewis
Nancey Lobb
Donna Loftin
Milton Loftin
Katheryn Mattes
Tom Mattes
Fred Thomas
Christi A. Turner
Nelva Urick
Nelva Urick
Jean Vance
Wade Vance
Floyd Vanderford
Sandra Vanderford
Mona Travis
Linda Carter

Charles McCauley
Peggy McCauley
Robert McCauley
Gloria Mercer
Carolyn Evans
Emmit Miller
JoAnn Miller
John W. Evans
Don Nelson
Jimmy Nelson
Linda Klapper
Donna Walleck
Val Walleck
Margie West
Janie Whitaker
June Wyatt
Judy Zavalla
Roy Waldrep
Judy Stracener
Marcia Bunch
Tiffany Wennerstrom

John Wennerstrom
Mike Bass
Cheryl Knape
Sheila Olson
Bobbie Case

Pete Vincent
Don Childs
Debbi Fontenot
Debbie Orrenamaa

Shirley Brothers
Ann Brotherton
Scot Bryant
Megan Prejean

Agenda Commentary

Meeting Date: 7/16/2020

Department: Administration **Contact:** Junru Roland City Manager

Agenda Item: Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2020-21, receive presentation of a summary of the budget and set a public hearing to receive comments on the proposed FY21 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 20, 2020, at 7:00 p.m.

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

Summary: Per the City Charter, the City Manager, between sixty (60) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the City Council a proposed budget, which shall provide a complete financial plan for the fiscal year. The Charter also states that at the meeting of the City Council at which the budget is submitted, the City Council shall fix the time and place of a public hearing on the budget.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Hard Copies of the Proposed Budget will be provided to you at the Council Meeting.

Recommendation: Move to acknowledge receipt of the proposed City of Alvin FY21 Annual Budget, and set a public hearing to receive comments on the proposed FY21 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 20, 2020, at 7:00 p.m.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Agenda Commentary

Meeting Date: 7/16/2020

Department: Administration **Contact:** Junru Roland, City Manager

Agenda Item: Consider an agreement with Lighthouse Security Cameras through the Houston-Galveston Area Council purchasing network, to purchase, update, and install security cameras in an amount not to exceed $252,710; and authorize the City Manager to sign the agreement upon legal review.

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

Summary: The proposed system upgrades and centralizes the current security system for city facilities. The details and particulars of the security system will be provided in an executive session (as allowed by Texas Government Code 551.076) prior to City Council approving the Agreement.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/13/2020 SLH

Supporting documents attached:

- Master Agreement
- Recommendation

Recommendation: Move to approve an agreement with Lighthouse Security Cameras through the Houston-Galveston Area Council purchasing network, to purchase, update, and install security cameras in an amount not to exceed $252,710; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒