

City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, JULY 15, 2021

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 wheelchair accessible, and a sloped curb entry is available south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JULY 15, 2021**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. 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. Presentation by D.R. Horton regarding a proposed in-City MUD 81, a single-family residential development along the eastside of Bypass 35, between House Street and South Street.

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 July 1, 2021, City Council Workshop meeting minutes.
- B. Consider approval of the July 1, 2021, City Council Regular meeting minutes.
- C. Acknowledge receipt of the quarterly Fiscal Year 2021 Capital Improvement Projects Report.
- D. Acknowledge receipt of the Quarterly Investment Report ending June 30, 2021.
- E. Acknowledge receipt of the 2020 Delinquent Tax Roll.

6. OTHER BUSINESS

- A. Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be

held at Briscoe Park from Friday, September 10, 2021, thru Sunday, September 12, 2021; and authorize the City Manager to sign said Agreement upon legal review.

- B. Consider a two-year Agreement with ActionS Inc. to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the Agreement.
- C. Consider a Funding Agreement with ActionS, Inc. for a shuttle bus purchased in 2020 through a Brazoria County Community Development Block Grant and funding from the City of Alvin for the purpose of transporting senior citizens to approved locations within the City of Alvin; and authorize the City Manager to sign the Agreement upon legal review.
- D. Consider the Second 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 the Agreement upon legal review.
- E. Consider leasing nine (9) new vehicles with Enterprise Fleet Management, in an amount not to exceed \$46,628.64; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.
- F. Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2021-2022 (FY22), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY22 Annual Budget for the regular City Council meeting scheduled for Thursday, August 19, 2021, at 7:00 p.m.
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM 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. 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 12, 2021 at 5:00 P.M.



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

Dixie Roberts, City Secretary

Removal Date: _____

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



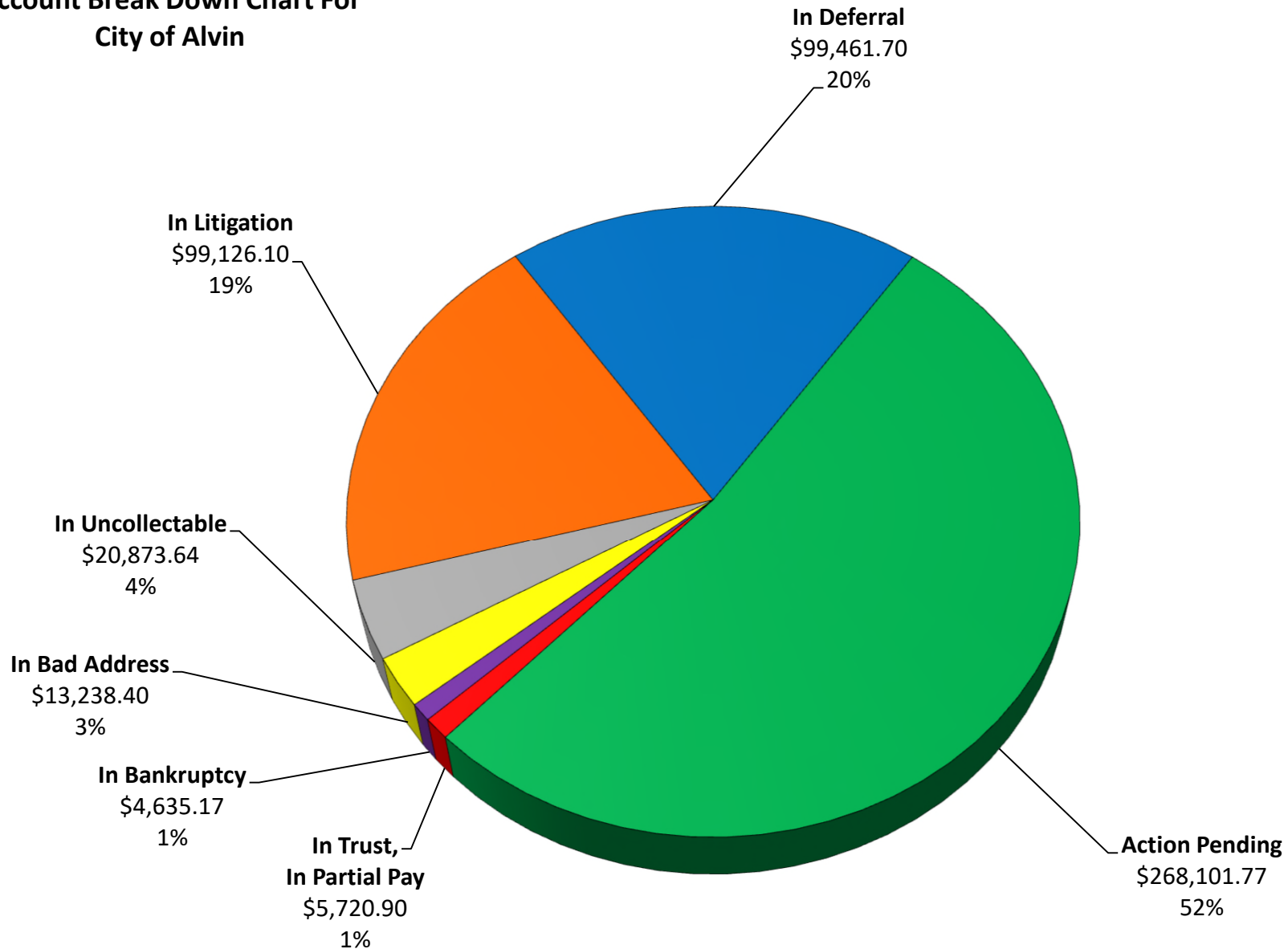
July 2021

Collection Report To The City of Alvin

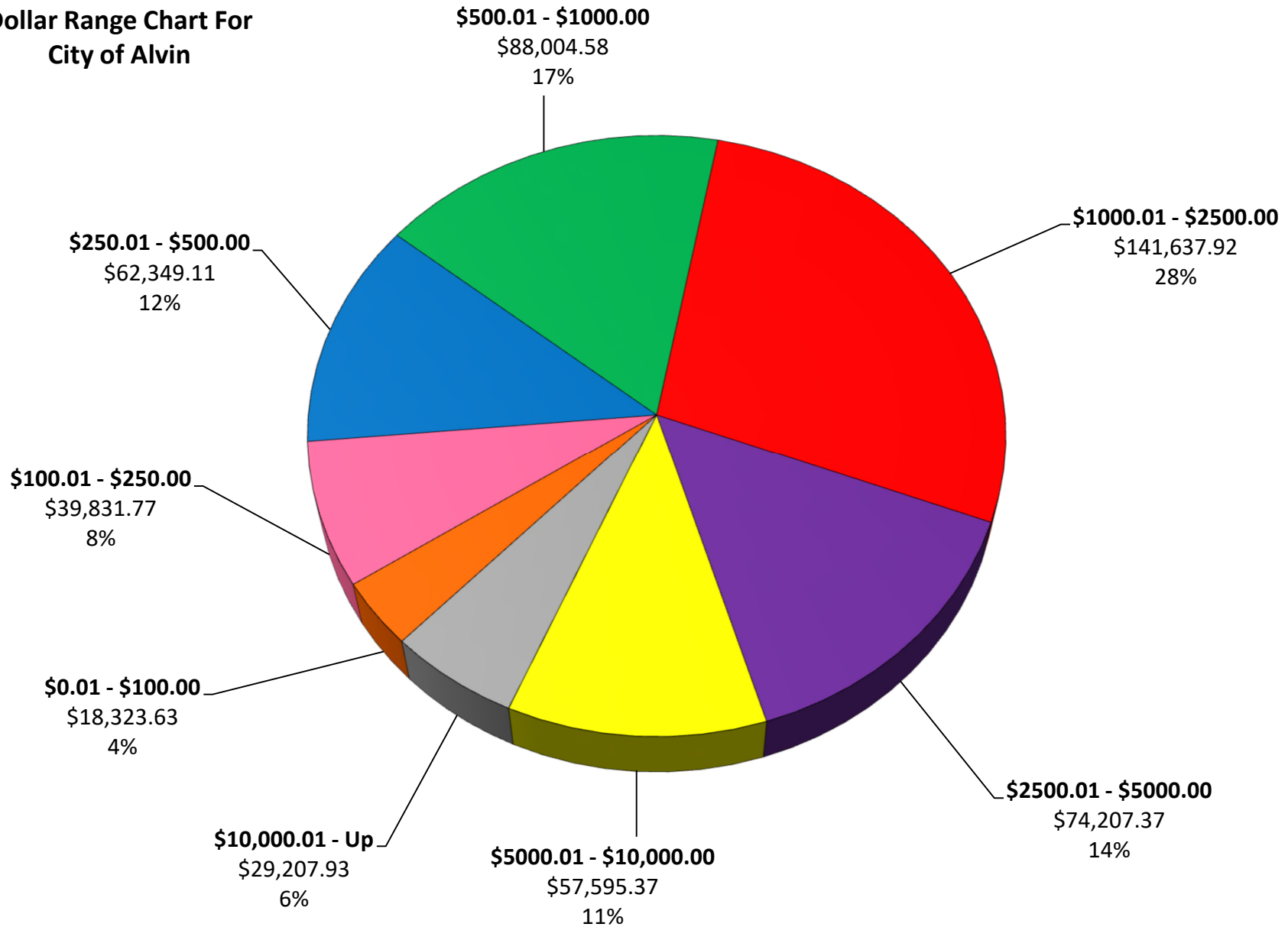
Submitted by: Michael J. Darlow
Perdue Brandon Fielder Collins & Mott, LLP
www.pbfcmm.com



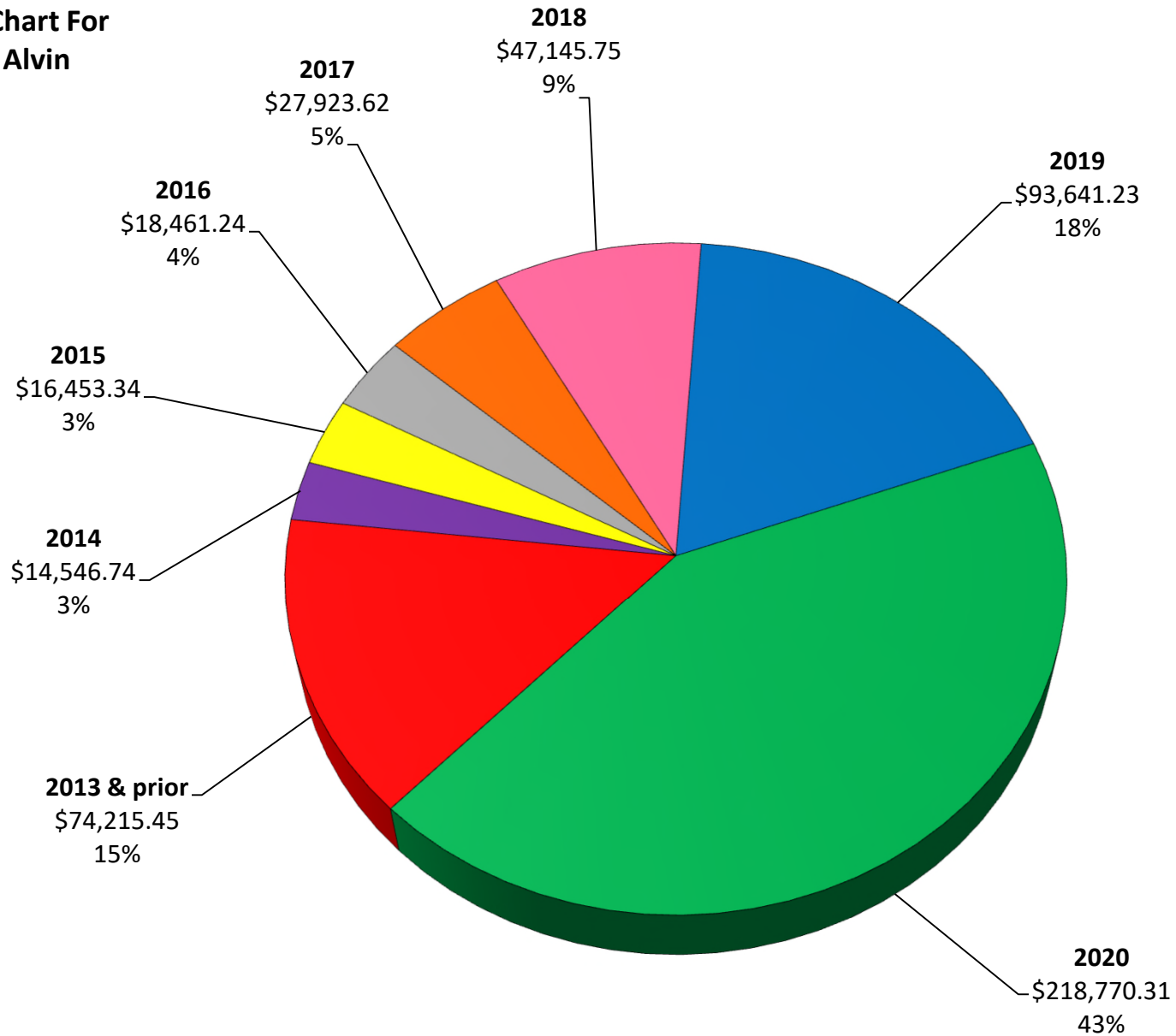
**Account Break Down Chart For
City of Alvin**



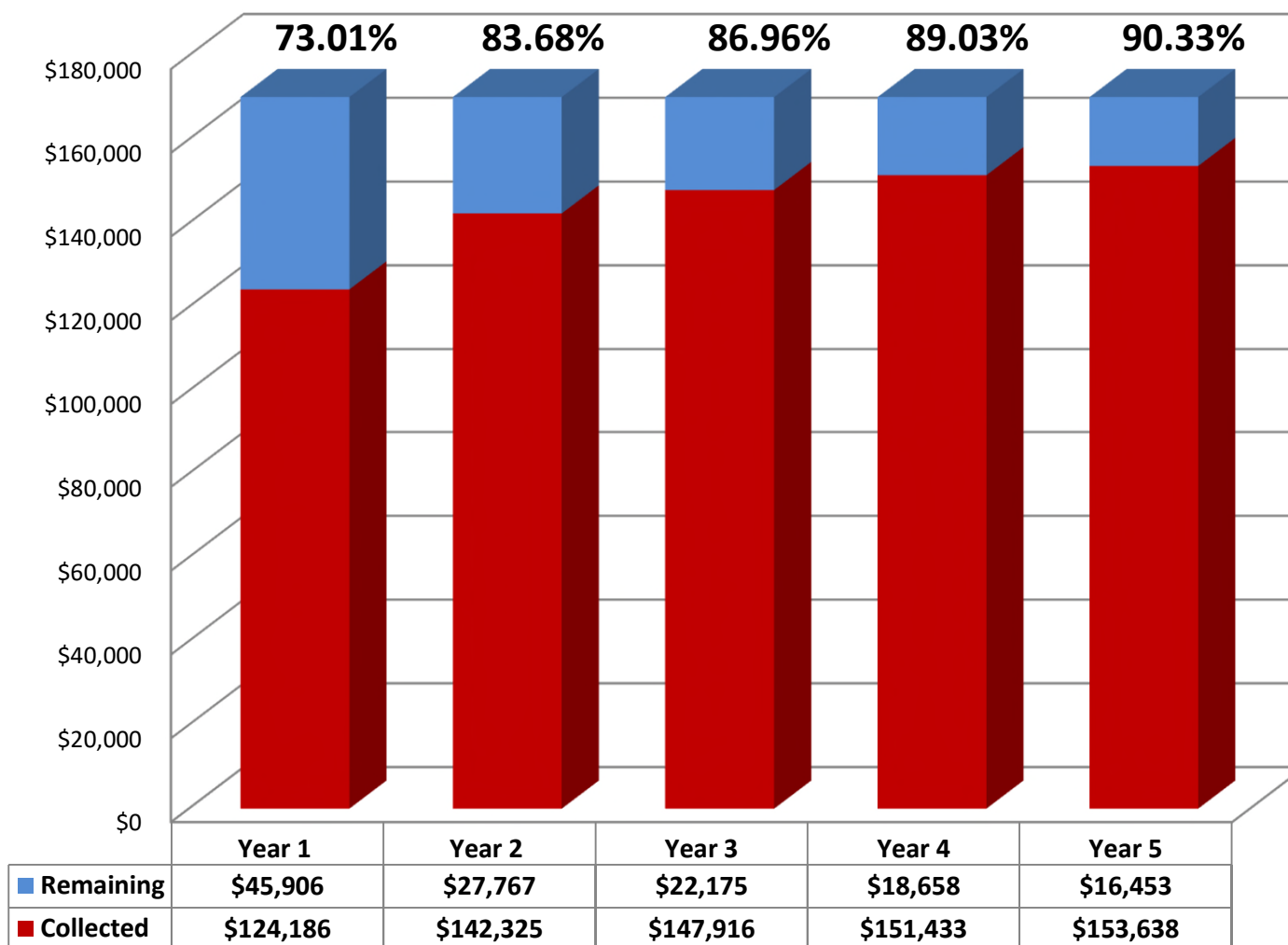
**Dollar Range Chart For
City of Alvin**



**Tax Year Chart For
City of Alvin**



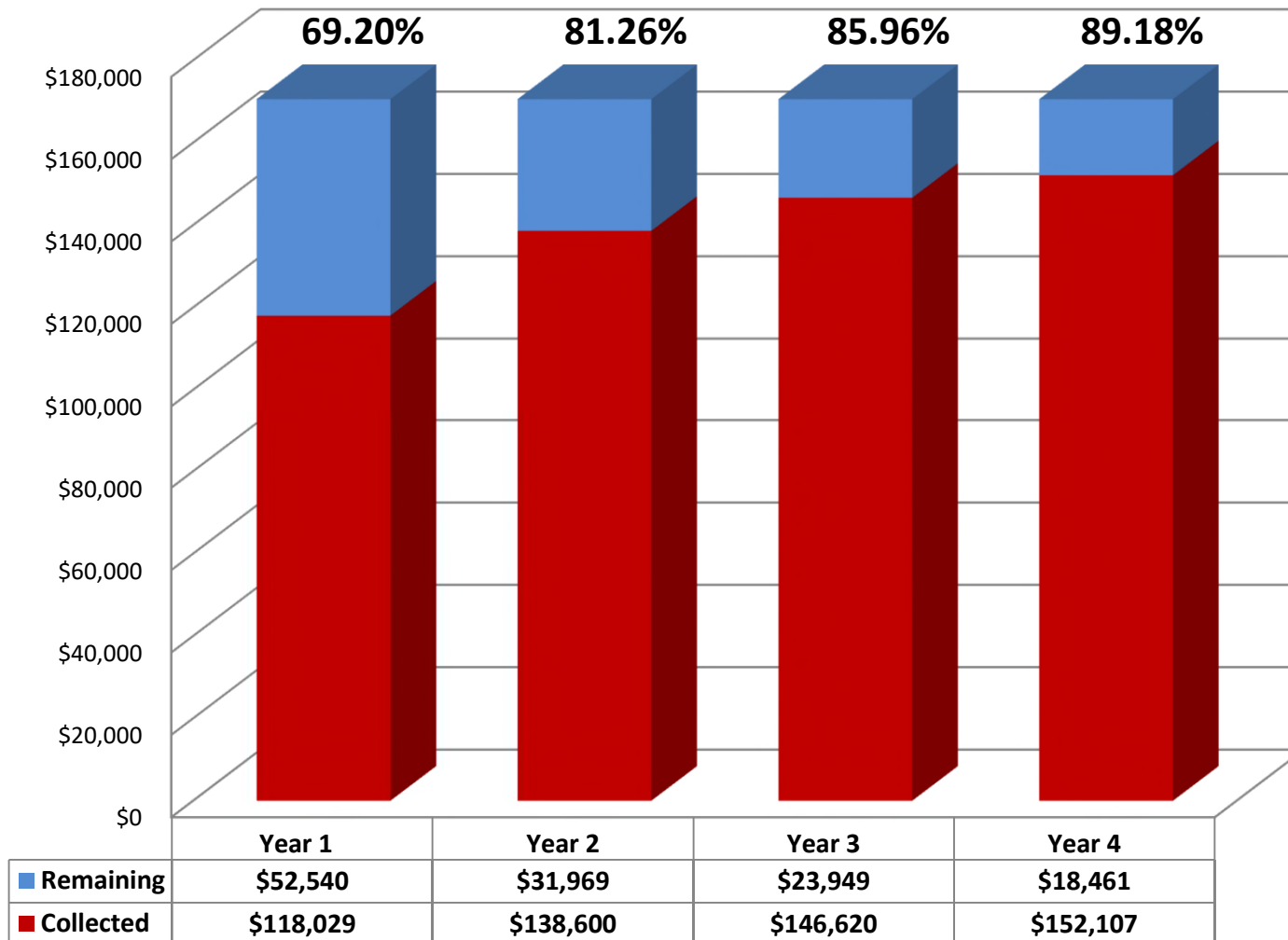
City of Alvin 2015 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$170,092

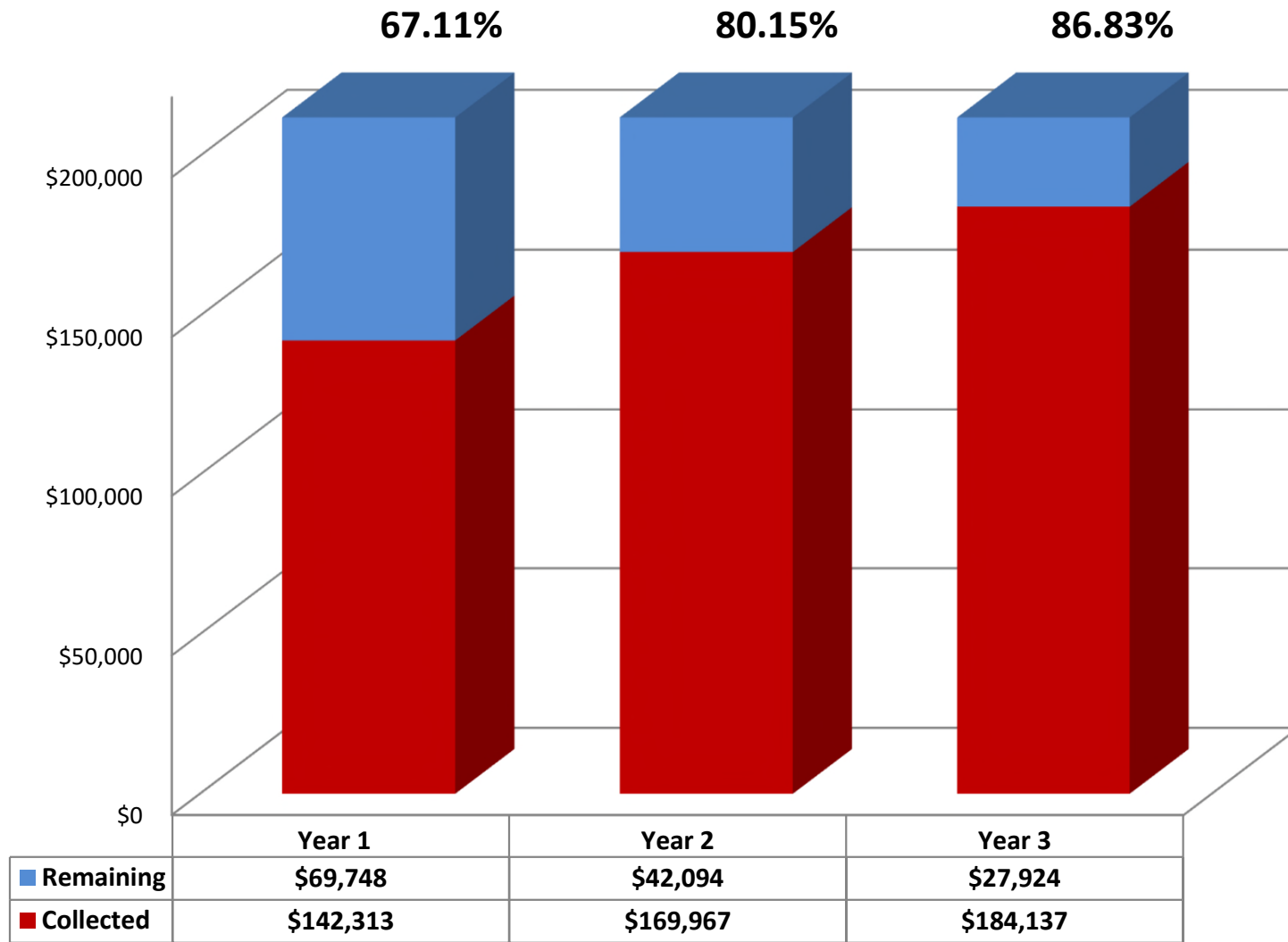
City of Alvin 2016 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$170,569

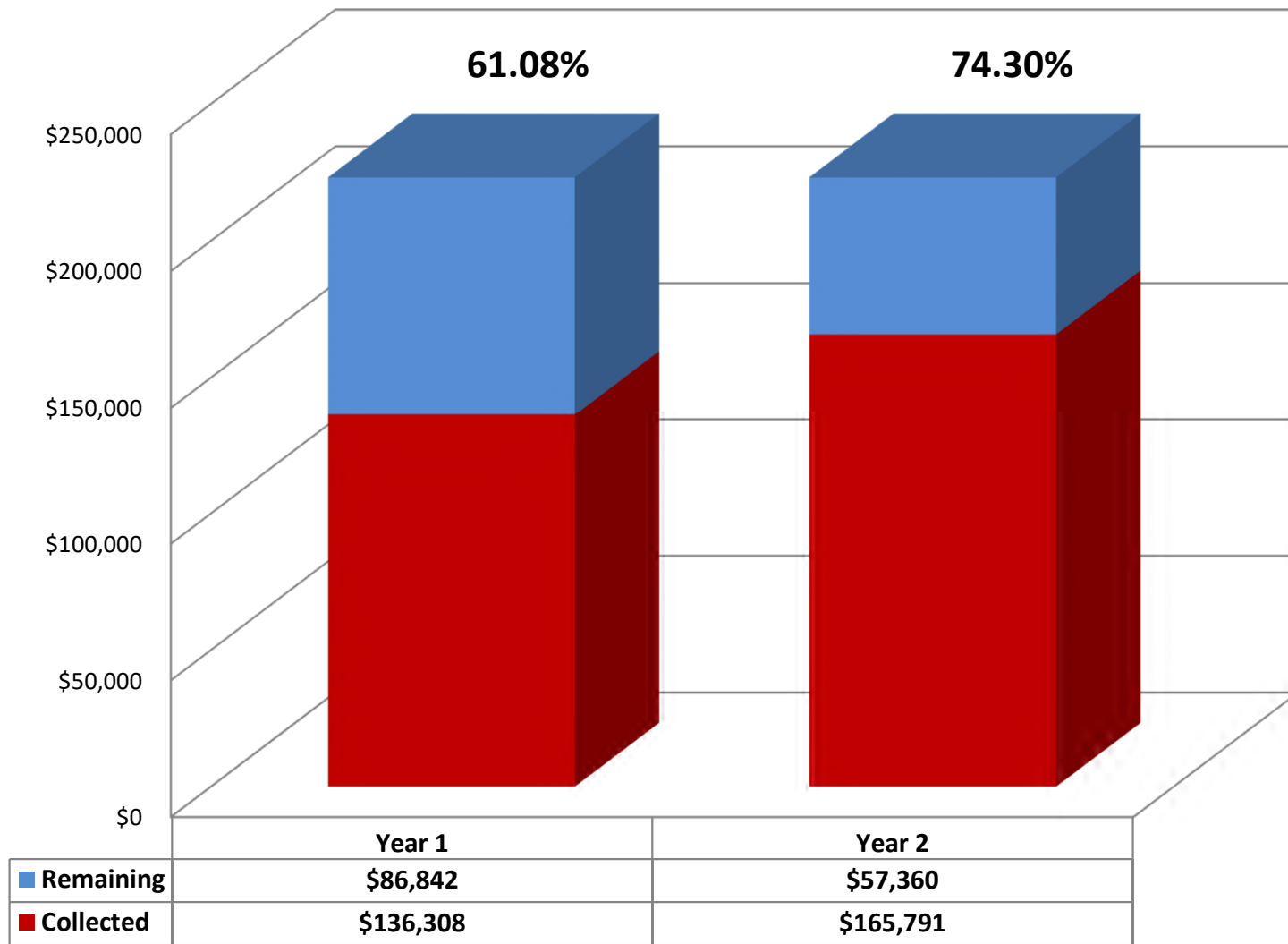
City of Alvin 2017 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$212,061

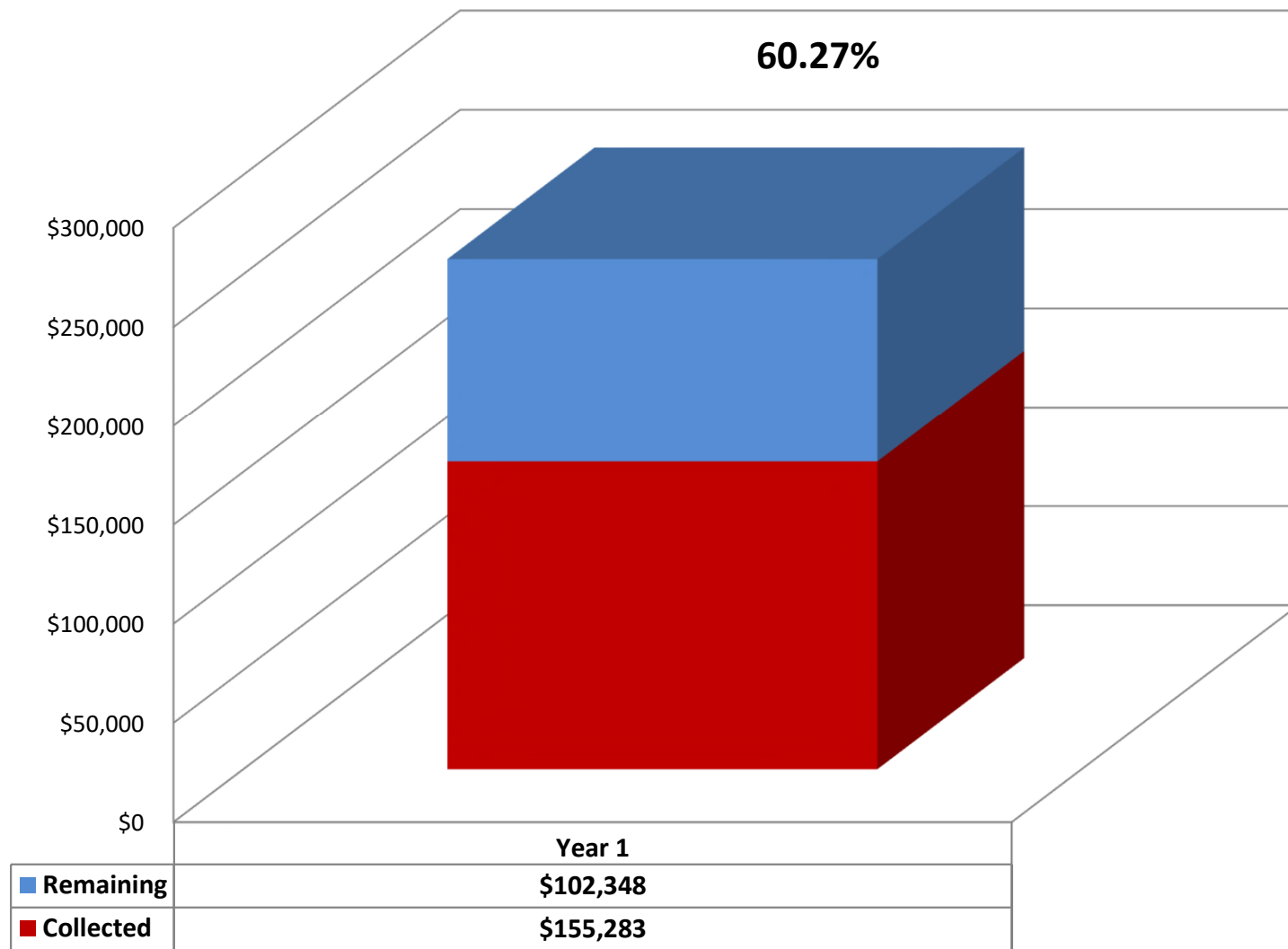
City of Alvin 2018 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$223,150

City of Alvin 2019 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$257,631

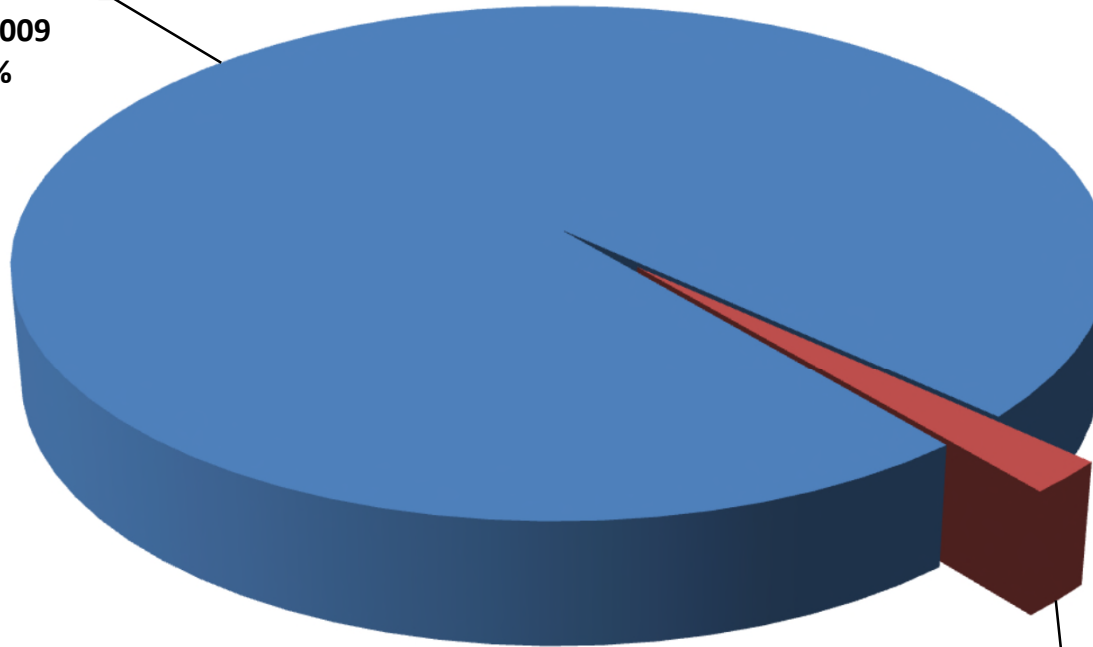
CITY OF ALVIN

2020 Tax Year - Tax Collections

\$12,526,899 Total Levy of 2020 Base Tax*

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

Base Tax Collected
\$12,265,009
97.91%

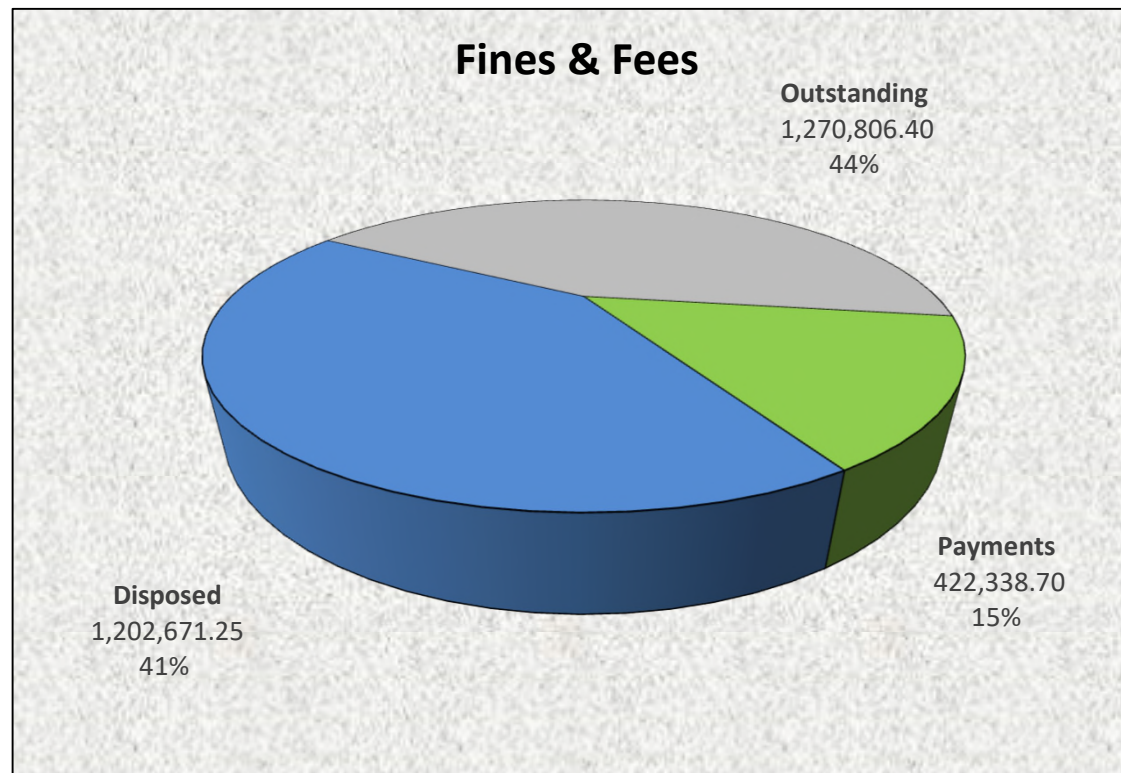


Base Tax Remaining
\$261,890
2.09%

Total Levy	Base Tax Collected as of June 30, 2021	Base Tax Remaining as of June 30, 2021
\$12,526,899	\$12,265,009	\$261,890
	97.91%	2.09%

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of July 8, 2021
City of Alvin

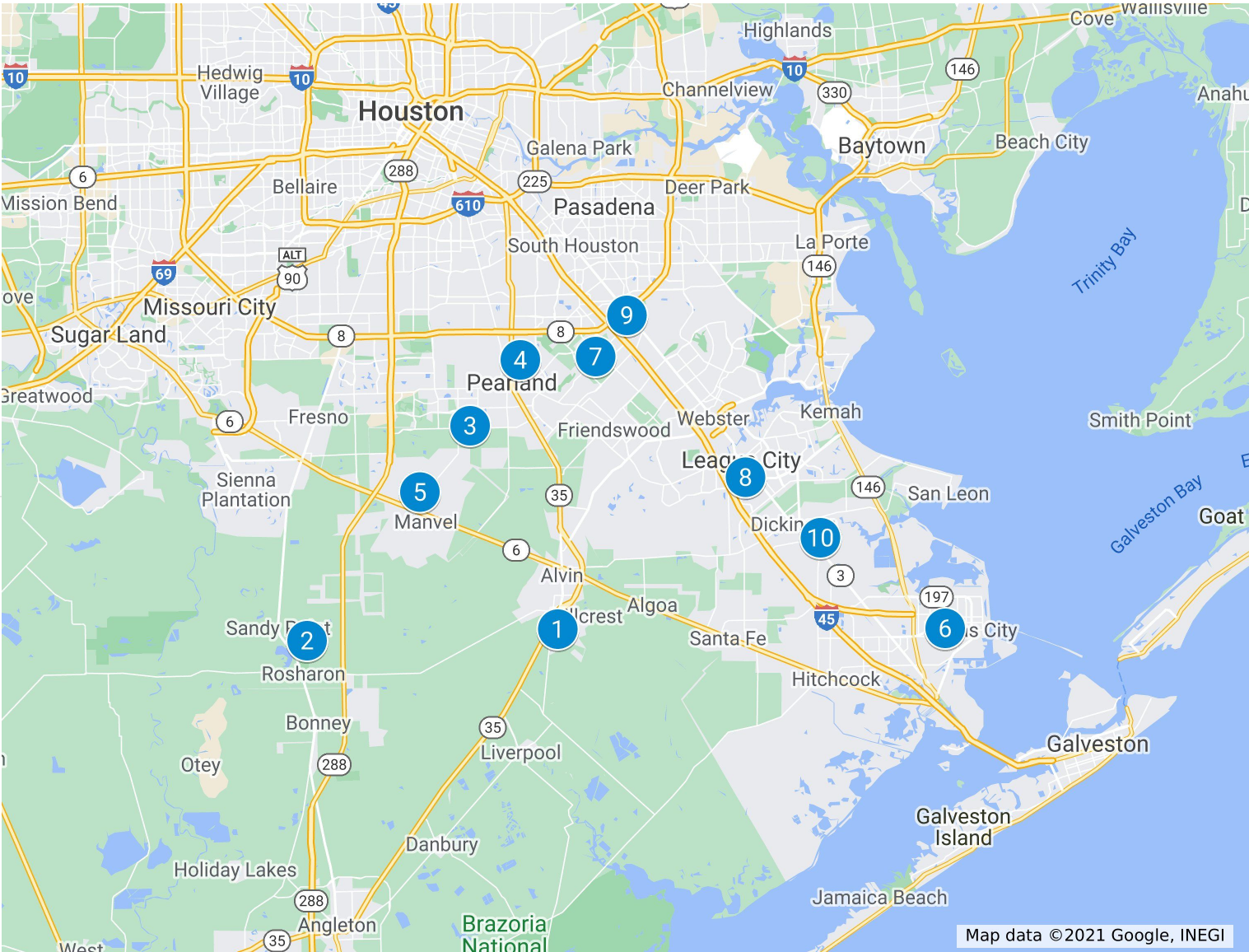
Total Turnover		Payments and/or Partial Payments			Disposed/Cleared/Arrests			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#	% of \$					
2,895,816.35	7,127	422,338.70	1,077	14.58%	1,202,671.25	2,972	41.53%	56.12%	4,449	28,653	3,785	10,597



City Of Alvin Top 10 Accounts By Zip Code

AlvinCity_Valid.xlsx

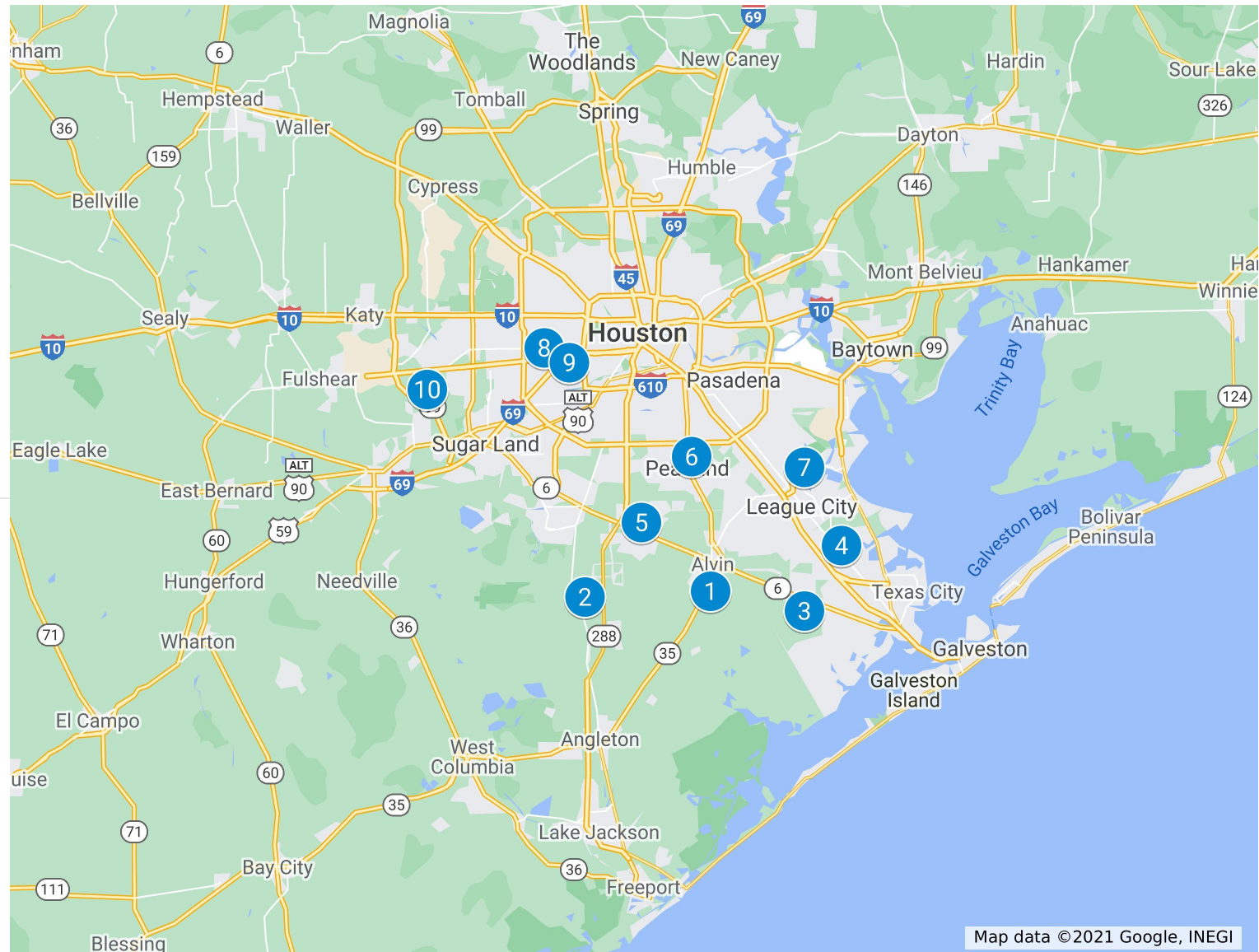
- 1 77511 - \$312556.41(362)
- 2 77583 - \$30498.00(36)
- 3 77584 - \$28369.60(36)
- 4 77581 - \$17967.56(25)
- 5 77578 - \$13747.50(19)
- 6 77590 - \$14218.23(19)
- 7 77089 - \$12117.30(18)
- 8 77573 - \$12255.10(15)
- 9 77034 - \$10937.20(13)
- 10 77539 - \$13776.10(13)



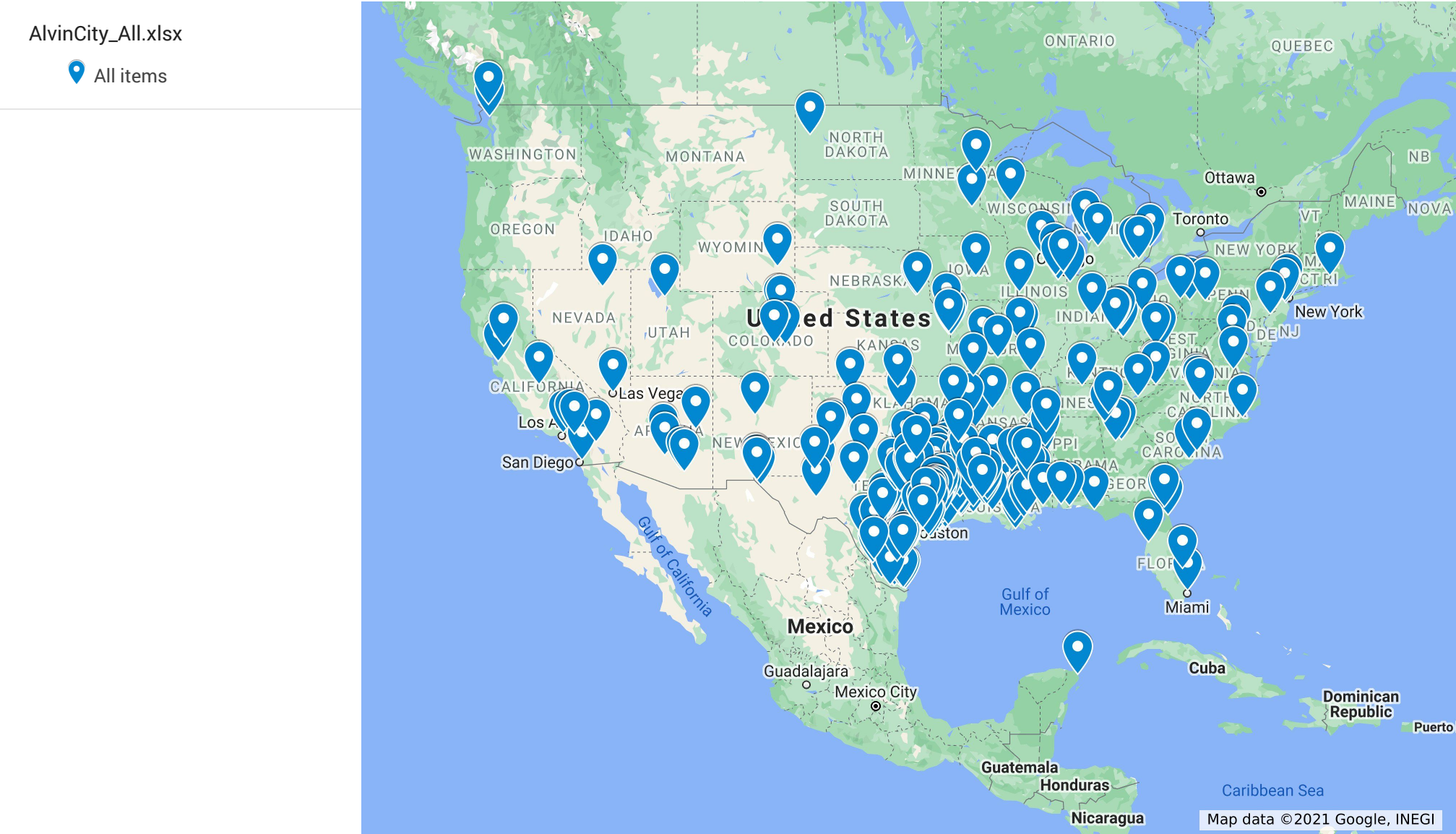
City Of Alvin Top 10 Bad Address Accounts By Zip Code

AlvinCity_Bad.xlsx

- 1 77511 - \$86495.40(105)
- 2 77583 - \$3035.50(5)
- 3 77510 - \$3799.25(4)
- 4 77539 - \$2769.00(4)
- 5 77578 - \$2776.80(4)
- 6 77581 - \$2068.43(4)
- 7 77058 - \$1742.00(3)
- 8 77063 - \$1523.60(3)
- 9 77081 - \$1452.00(3)
- 10 77407 - \$3590.60(3)



City Of Alvin All Accounts



WATERMARK DEVELOPMENT

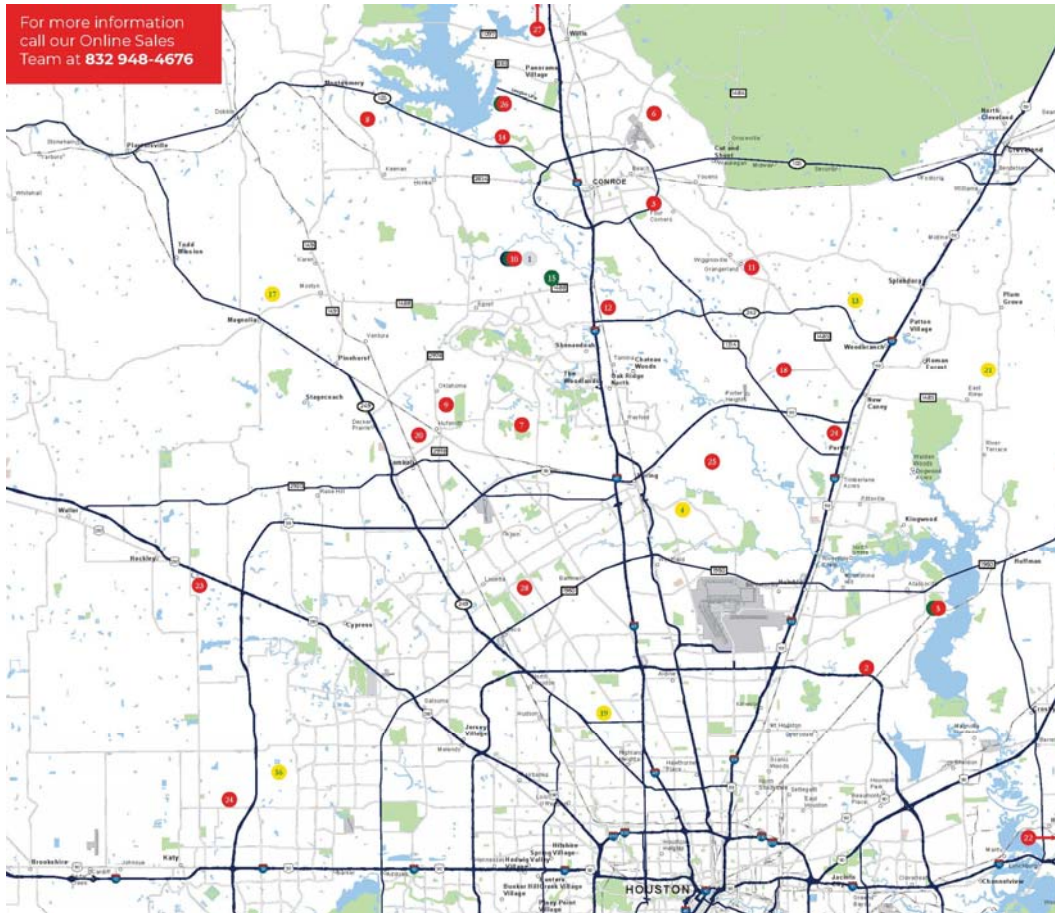
(±103.7 AC TRACT)



Volume Homebuilders Ranked by Annual Starts

Rank	Builder	Annual Starts	Annual Closings	Market Share
1	DR Horton (DR Horton, Emerald, Express, Freedom)	5797	5221	16.0%
2	Lennar (Lennar, NuHome, Village)	2908	2994	8.0%
3	Perry	1771	1699	4.9%
4	Legend (Legend, Princeton Classic)	1638	1291	4.5%
5	Meritage	1441	1238	4.0%
6	Pulte (Pulte, Centex, Del Webb)	1308	1172	3.6%
7	Long Lake, Ltd	1241	1135	3.4%
8	K Hovnanian	1188	1158	3.3%
9	LGI Homes (LGI, Terrata)	1122	1209	3.1%
10	Weekley	1067	992	3.0%
11	MHI (Coventry)	1026	948	2.8%
12	Taylor Morrison (Taylor Morrison, Darling)	1013	1036	2.8%
13	KB HOME	980	1049	2.7%
14	Chesmar	950	838	2.6%
15	CastleRock Communities (Castle Rock, Mercury Custom Builders)	899	702	2.5%
16	Highland (Highland, Huntington)	836	776	2.3%
17	Beazer	823	633	2.3%
18	Gehan	805	753	2.2%
19	Westin Homes	723	666	2.0%
20	Ashton Woods (Ashton Woods, Starlight)	680	538	1.9%

NORTH HOUSTON COMMUNITIES



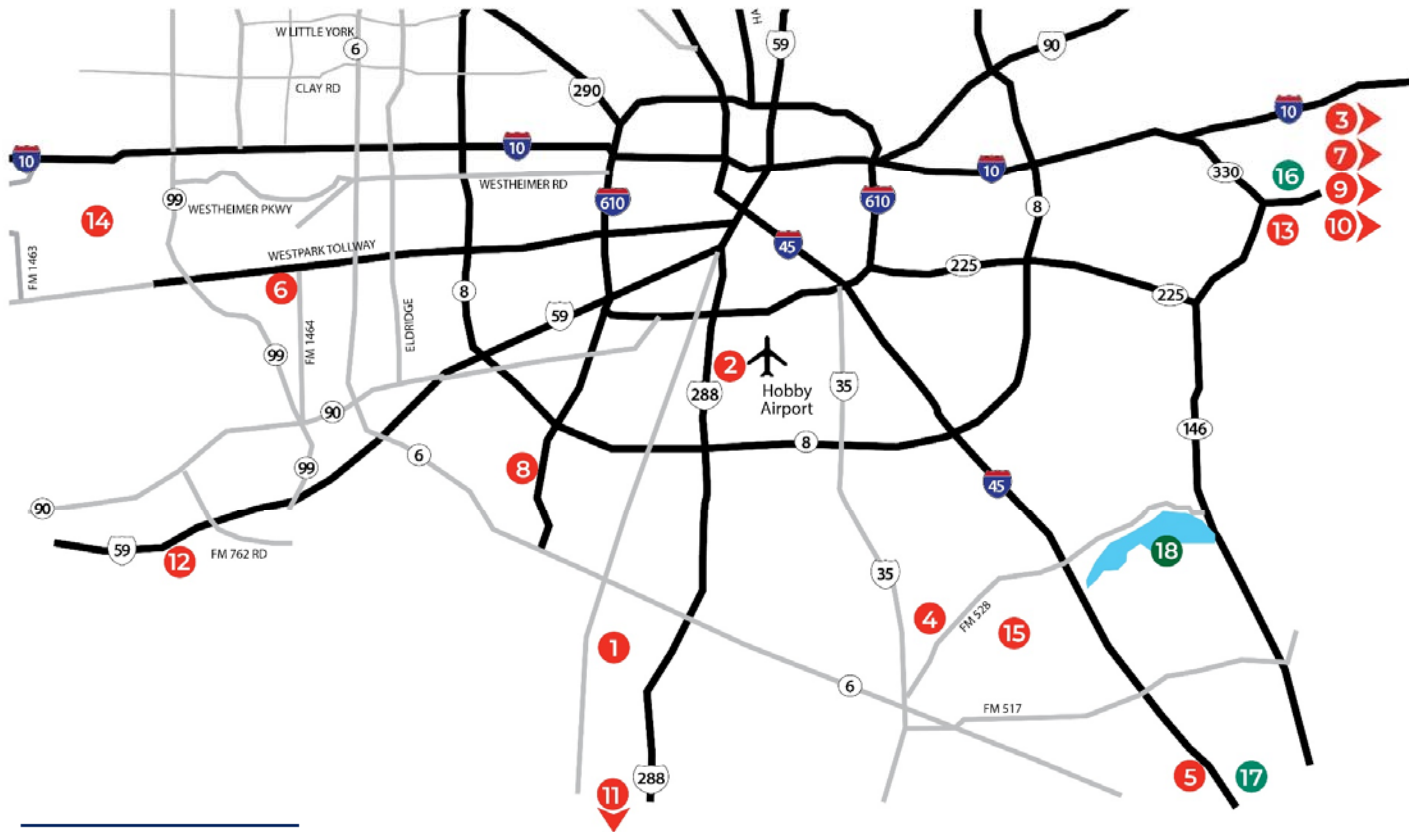
- 1 AMBER PINES (HOMES FOR LEASE)
- 2 BALMORAL
- 3 BARTON WOODS
- 4 BRECKENRIDGE FOREST
- 5 BRIDGES ON LAKE HOUSTON
- 6 DEER TRAIL ESTATES (CLOSE OUT)
- 7 DOVERSHIRE
- 8 FAIRWATER
- 9 FAIRWAY FARMS
- 10 FOSTERS RIDGE
- 11 GRANGER PINES
- 12 HARPERS RESERVE
- 13 HARRINGTON TRAILS
- 14 HILLS OF WESTLAKE
- 15 JACOBS RESERVE
- 16 JASMINE HEIGHTS
- 17 MILL CREEK
- 18 PORTERS MILLS
- 19 PRINCETON (SOLD OUT)
- 20 RALEIGH CREEK
- 21 SANTA FE
- 22 SPRINGFIELD ESTATES
- 23 STONE CREEK RANCH
- 24 VENTANA LAKES
- 25 VILLAGES AT HARMONY (CLOSE OUT)
- 26 WATER CREST ON LAKE CONROE
- 27 WAVERLY PLACE (COMING SOON)
- 28 WIMBLEDON (COMING SOON)

D·R·HORTON
America's Builder



SOUTH HOUSTON COMMUNITIES

From the \$200s to the \$400s



D·R·HORTON
America's Builder

D.R. HORTON HOMES

- | | |
|---|--|
| 1 Caldwell
Rosharon, TX | 9 Raintree
Baytown, TX |
| 2 City Gate
Houston, TX | 10 River Farms
Baytown, TX |
| 3 Cypress Point
Anahuac, TX | 11 Rodeo Palms
Manvel, TX
<i>Coming Soon!</i> |
| 4 Friendswood Trails
Friendswood, TX | 12 Sunset Crossing
Rosenberg, TX
<i>Coming Soon!</i> |
| 5 Lago Mar
Texas City, TX | 13 Trinity Oaks
Baytown, TX |
| 6 Lakeview Retreat
Richmond, TX | 14 Tamarron
Katy, TX |
| 7 Lakeway
Anahuac, TX
<i>Coming Soon!</i> | 15 Westwood
League City, TX |
| 8 Park's Edge
Missouri City, TX | |

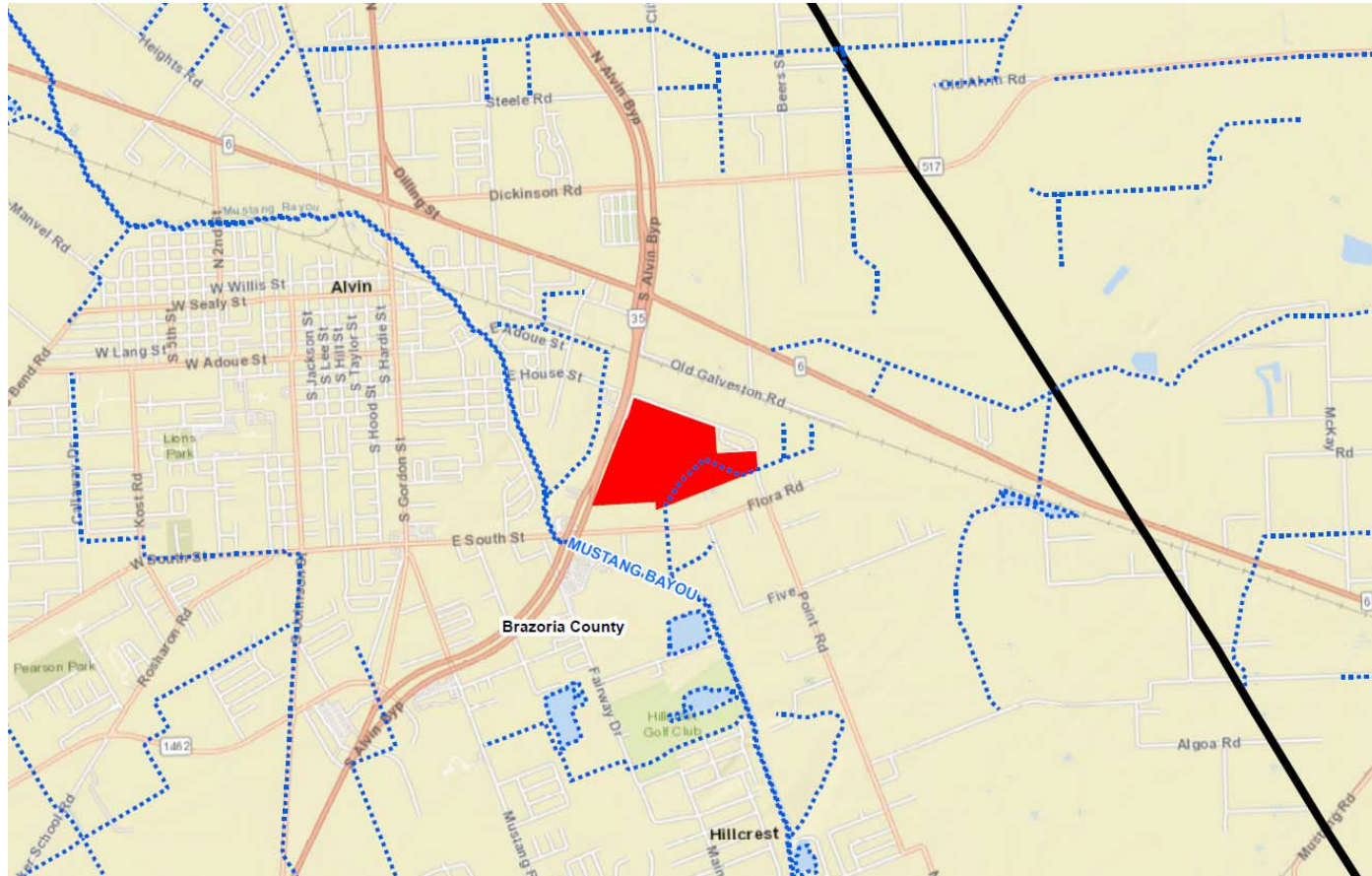
EXPRESS HOMES

- 16 Goose Creek Reserve
Baytown, TX
- 17 Park Place Reserve
Texas City, TX

EMERALD HOMES

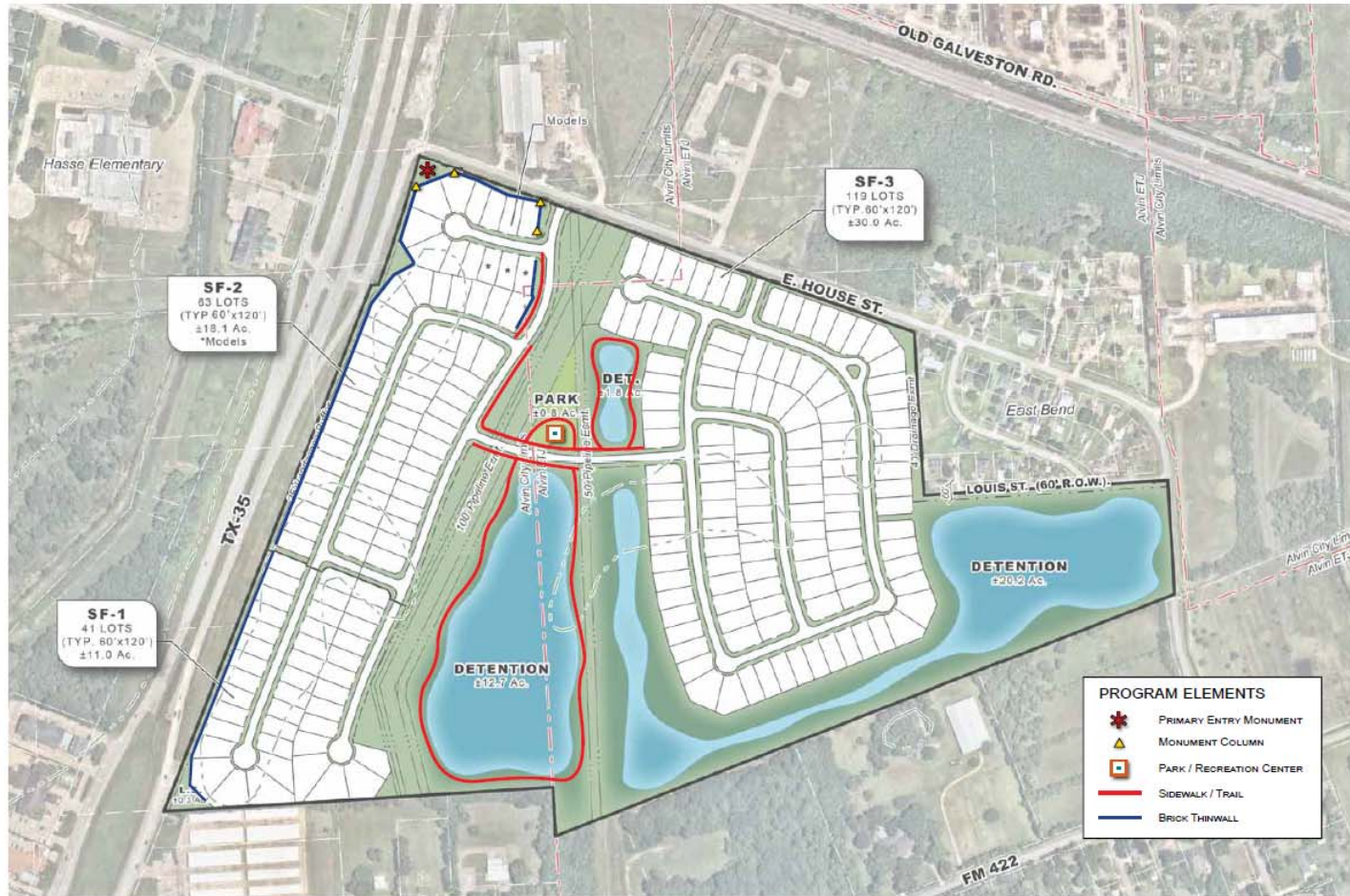
- 18 Veranda at South Shore
League City, TX

VICINITY MAP



Legend

- Tract Boundary
- Stream (FEMA)
- County Boundaries



D.R. HORTON
America's Builder

WATERMARK - OPTION A

ALVIN, TEXAS

LEGEND

0 25 50 100

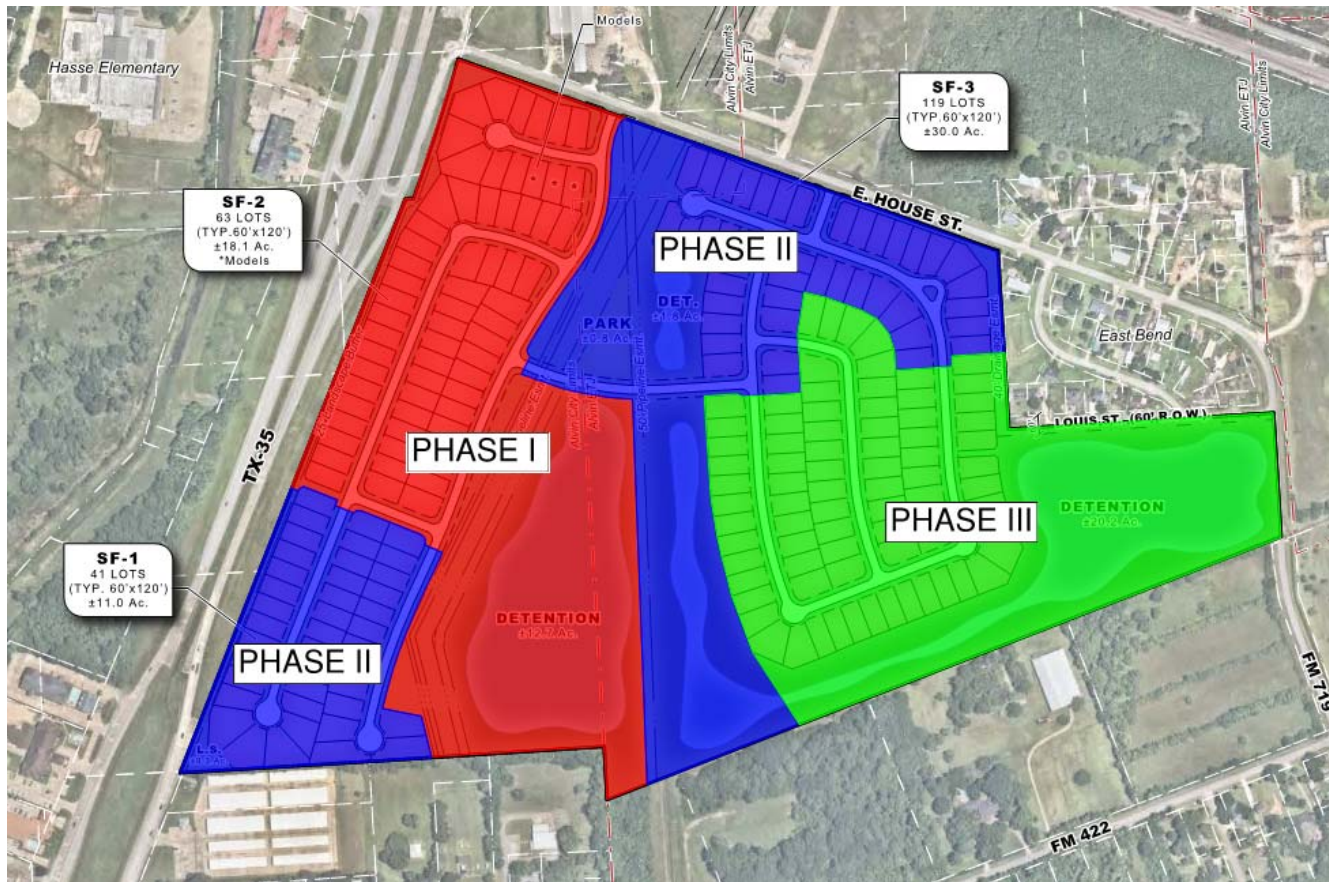
1" = 100'

DATE: 04/30/2021

LA

DATE: 04/30/2021

PHASING MAP



MONUMENT EXAMPLE



PAVILION EXAMPLE



PLAYGROUND EXAMPLE



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JULY 1, 2021
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 Alvin City Hall, with the following members present: Mayor Paul A. Horn; Councilmember's: Joel Castro, Richard Garivey, Keko Moore, Glenn Starkey, and Chris Vaughn. Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; and Robert E. Lee, Police Chief.

SPECIAL WORKSHOP ITEM:

Discuss the development of a 205-acre tract of land along FM1462 described as the "Diamond Oaks Tract".

Developer Cove Matrix, representative Kevin Cole, and Randy Hall (present via Zoom video) came before City Council to discuss a residential community plan that is ¼ mile from the corner of Highway 288 off of FM 1462, lying within City's ETJ. Municipal Utility District (MUD) attorney Steven Robinson presented benefits of having a MUD for utilities. Mr. Cole presented neighborhood features and amenities that are planned for this residential plat. Council members asked for more information and for the communication to move forward concerning this development.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:46 p.m.

PASSED and APPROVED the 15th day of July 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JULY 1, 2021
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 at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Councilmembers: Joel Castro, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

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; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Steve Vaughn, Pastor of Chocolate Bayou Worship Center, gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Dan Kelinske, Director of Parks and Recreation gave a brief departmental presentation.

Mayor Horn proclaimed the month of July 2021 as Parks and Recreation Month, in the City of Alvin.

PUBLIC COMMENT

Patton Ritter introduced himself as candidate for County Judge #2.

Eugene Bauer expressed desire for City Council to look into whether the City has a problem with water mains in his area as he has had several water main breaks in the 22 years he has owned his property.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the May 22, 2021, City Council Workshop meeting minutes.

Consider approval of the June 3, 2021, City Council Workshop Meeting minutes.

Consider approval of the June 3, 2021, City Council Regular meeting minutes.

Consider Resolution 21-R-15, adopting the City of Alvin Investment Policy for FY21; providing for an effective date; and setting forth other related matters.

Pursuant to Chapter 2256.005 of the Texas Government Code, the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City's current Investment Policy was certified by the Government Treasurers' Organization of Texas (GTOT) as meeting the requirements of the Public Funds Investment Act on (TBD) and the certification remains effective through (TBD). (Note: we are waiting for GTOT to complete their review.)

As part of the investment policy review process, the investment policy requires that the investment officer (CFO) conduct an annual review of all financial institutions and broker/dealers who are qualified to invest City funds. In addition, the policy requires that a list of those qualified financial institutions and brokers/dealers be maintained pursuant to the investment policy. Staff has no updates to the broker/dealer list and is not recommending any revisions to the City's current investment policy.

Consider awarding a bid to DXI Industries, Inc. as the vendor for the Chlorine for (1) year with an option to continue for an additional (1) year at the same price and conditions.

Chlorine gas is used at water wells for the disinfection of drinking water. The Texas Commission of Environmental Quality (TCEQ) requires public water systems to disinfect drinking water to ensure that the water is free of bacteria and water borne diseases.

On June 8, 2021, bids were opened and DXI Industries, Inc was the only bidder at \$139.00 per 150 lb. cylinder and \$895 per ton cylinder. DXI is the City's current supplier of chlorine gas and has been the City's supplier since 2017. DXI has provided satisfactory product and customer service to the City of Alvin.

This year's bid is an increase in price over the current \$88.00 per 150 lb cylinder and \$685.00 per ton cylinder. The increase in price is attributed to the decrease in production capacity resulting from prior year hurricanes, the Uri Ice Storm, as well as the adverse supply and demand resulting from the COVID pandemic.

Staff recommends DXI Industries. Upon Council approval, an award letter will be sent to the vendor and City departments.

Consider a final plat of Caldwell Ranch Section 7 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 43.785 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of lots 1, 2, and 3 of the T.W. & J. W. B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County Deed Records.

On June 1, 2021, the Engineering Department received the Final Plat of Caldwell Ranch Section 7 for review. This subdivision is in the portion of the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County that was retained based on the Development Agreement with Brazoria-Fort Bend Counties Municipal Utility District (MUD) 3 approved on January 7, 2021. This final plat consists of 206 lots, 8 reserves, and 5 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 15, 2021. Staff recommended approval.

Consider a final plat of Imperial Forest Section 1 (located near the southwest corner of the Bypass 35 and Wheeler Road intersection), being a planned unit development of 18.06 acres located in the Hooper and Wade Survey, Section 21, Abstract 421, Brazoria County, Texas.

On June 1, 2021, the Engineering Department received the final plat of Imperial Forest Section 1 for review. The property is located along the south side of Wheeler Road just west of Bypass 35. This final plat consists of 70 single-family residential lots, 6 reserves, and 3 blocks, and complies with the City of Alvin's Planned Unit Development section of the Subdivision Ordinance.

The Master Preliminary Plat of Imperial Forest was approved by the City Council on March 5, 2020. The City Planning Commission unanimously approved the plat at their meeting on June 15, 2021. Staff recommended approval of the plat.

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

OTHER BUSINESS

Consider Resolution 21-R-16, adopting a relocation reimbursement policy to be included as part of the existing Alvin Police Department Employment Incentive Program to be administered by the Chief of Police; establishing an effective date; and setting forth other matters related thereto.

In a continuing effort to attract well qualified applicants, either currently TCOLE certified (Texas Commission on Law Enforcement) or those who will need to attend the Police Academy (non-certified), the City proposes implementing a relocation reimbursement of up to \$3,000 as an addition to the Alvin Police Department's existing Hiring Incentive Program. This reimbursement will be for actual costs incurred in moving to within 5-miles of Alvin and only applicable on moves of 50-miles or more. These costs will be included in the pro-rated amount to be repaid to the city, as stated in the Hiring Incentive Agreement, if the employee voluntarily leaves employment within 36 months of employment. It is anticipated that this incentive, when added to our current Hiring Incentive Program, will encourage applicants from outside the immediate area to see Alvin as a viable choice for employment.

Police Chief Lee presented this item before City Council with explanation.

Council member Starkey moved to adopt Resolution 21-R-16, adopting a relocation reimbursement to be included as part of the existing Hiring Incentive Program for the City of Alvin Police Department. Seconded by Council member Castro; motion carried with all members present voting Aye.

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

City Attorney Suzanne Hanneman explained that adding this item to agenda was in response from discussion had at workshop regarding Council members adding items to an upcoming agenda. It was explained that this is an effort to organize content better and preserve decorum. This language was taken directly from City of Alvin Chapter 2 Code of Ordinances. Ms. Hanneman recommended City Council try this agenda item addition to satisfy said concern.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest such as upcoming Fireworks, Sunday July 4th, 2021, at 9:00pm at Briscoe Park; and he reviewed the preliminary list for the July 15, 2021, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey thanked Brandon for work he did on helping a citizen on Linda Lane.

Council member Castro wished everyone a Happy 4th of July.

Council member Starkey thanked Dan Kelinske for work done by his department on South Street; and wished everyone a safe 4th of July.

Mayor Horn thanked Dan Kelinske and his department for their outstanding work.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:39 p.m.

PASSED and APPROVED the 15th day of July 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

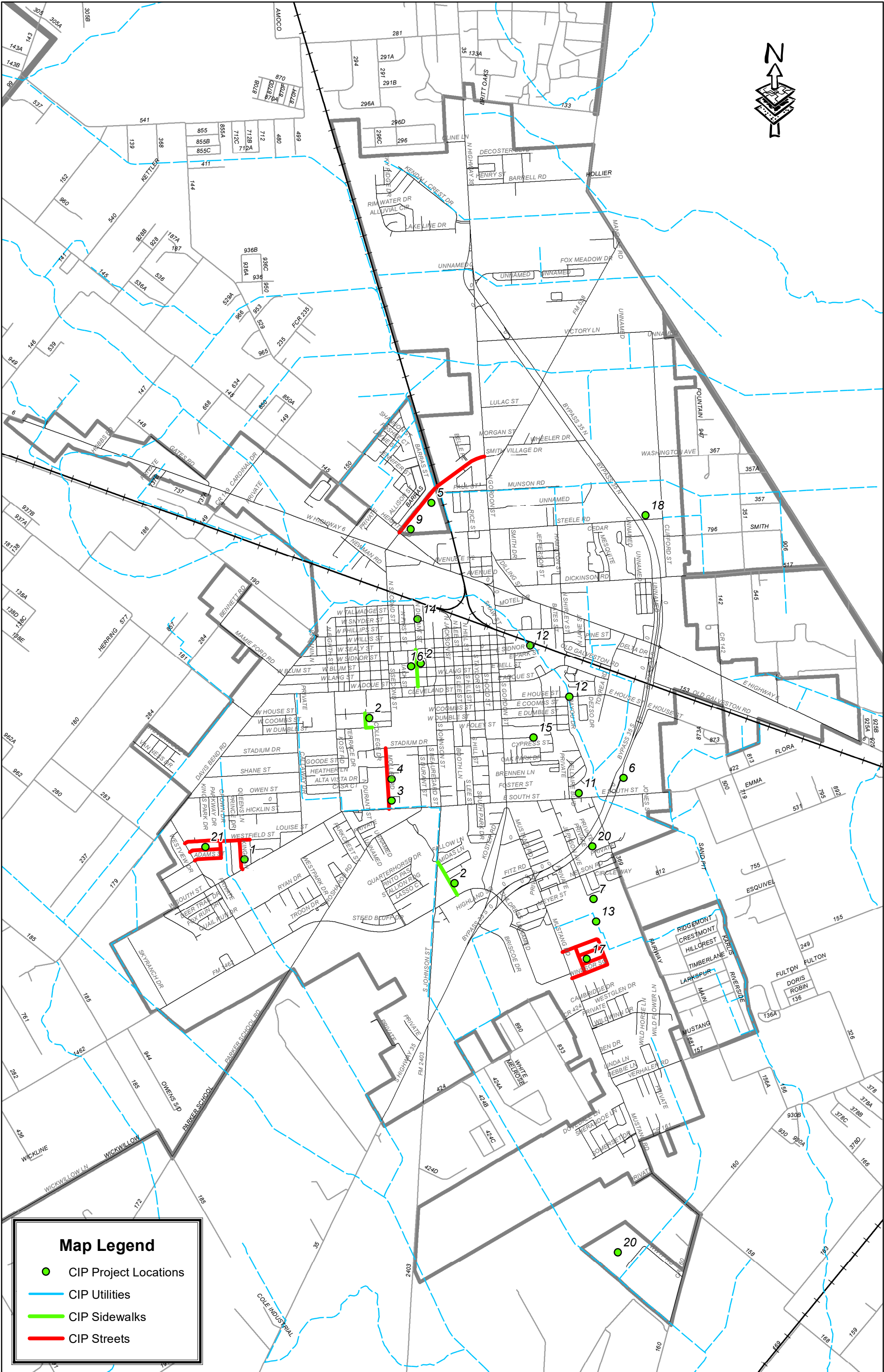
**Capital Improvement Program
Quarterly Report
July 2021**





FY 2021 Capital Improvement Program Project Schedule - July 2021

PROJECTS:	10/15/20	10/31/20	11/15/20	11/30/20	12/15/20	12/31/20	1/15/21	1/31/21	2/15/21	2/29/2021	3/15/21	3/31/21	4/15/21	4/30/21	5/15/21	5/31/21	6/15/21	6/30/21	7/15/21	7/31/21	8/15/21	8/31/21	9/15/21	9/30/21
1. 2020 Concrete Pavement and Drainage Project	Bid		Construction																					
2. 2020 Sidewalk Project	Bid		Construction															Project Complete						
3. Moller Road Storm Sewer and Pavement Phase 1	Bid						Construction																	
4. Moller Road Storm Sewer and Pavement Phase 2									Design															
5. FM 528 Extension (Design)	Design																							
6. Lift Station 30 Expansion & Hwy. 35 Gravity Mains	Bid													Construction										
7. 54" Eastside Interceptor	Bid										Construction													
8. Northwest/Northeast Basin Sewer Rehab. Project	Bid				Construction																			
9. Water Plant #6 Tank Replacement	Construction																					Bid		
10. Wayfinding Signs Project	Design																				Bid			
11. Fire/EMS Station	Construction																							
12. Mustang Bayou Bank Repair	Bid																Bid							
13. Hike and Bike Trail Phase III	Design																							
14. Water Line Improvements Phase 2	Construction																							
15. Water Line Improvements Phase 3					Design																		Bid	
16. Water Plant #4 Tank Replacement												Design												
17. 2021 Asphalt Pavement Project	Design																					Bid		
18. Lift Station 23 Expansion	Design																							
19. 2021 Wastewater Master Plan Update / Rate Study							Design																	
20. WWTP Facility Plan							Design																	
21. 2021 Concrete Pavement and Drainage Project																Design								



FY 2021 CIP Project Location Map



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), Westfield Drive (Adams Street to the asphalt transition 125 feet east of Kings Lane), and Adams Street (first 571 feet from Westfield Drive). 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:	Construction of this project is nearing completion.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$1,000,000	\$1,106,633	\$1,000,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,000,000	\$1,106,633	\$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. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Dumble Street</u> (south side between College Street and Clark Street), and <u>Clark Street</u> (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:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$250,000	\$176,827	\$250,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$250,000	\$176,827	\$250,000		



Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	3
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 3 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:	The construction start for this project has been delayed due to a discrepancy between the concrete box culvert manufacturer and the construction detail shown on the plans for the custom box culvert that will be installed under Moller at the M-1 Ditch. The discrepancy has been resolved and the culvert is being manufactured.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659	\$1,292,299	\$1,800,000	2019	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659	\$1,542,231	\$2,050,000		



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

Project Number:	4
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 4 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:	Council approved an Engineering Services Agreement with Dannenbaum Engineering on January 21, 2021 for the final design of the project in the amount of \$381,980. The design kickoff meeting was held on March 2, 2021. The final plans for the project are anticipated to be ready for bid in December 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$381,980	\$250,000	2020	Bond
<u>CONSTRUCTION</u>	\$3,550,000		\$3,550,000	2020	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$3,800,000	\$381,980	\$3,800,000		



FM 528 Extension (Design)

Project Number:	5
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 5 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 this project scheduled to let for construction in 2028. Council approved an Advance Funding Agreement with TXDOT for their review of the plans for the project on 7/16/2020. HDR submitted the plans to TXDOT for review on 9/30/2020. In June 2021 TXDOT informed HDR that the project drainage would have to be redesigned to include Atlas 14 design parameters and the bridge would have to be redesigned using the inverted tee green ribbon bent caps before they would do a full review of the plans.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

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



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	6
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 6 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 11.5 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:	On April 15, 2021 Council awarded a bid to TLC Construction Contract Services for the construction of this 330 calendar day project. The Preconstruction meeting for the project was held on June 2, 2021 and the Notice to Proceed was issued.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$760,515	\$679,865	2018	Bonds
<u>CONSTRUCTION</u>	\$10,064,900	\$8,833,433	\$10,064,900	2019/2020	Bonds
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,560,800	\$9,593,948	\$10,744,765		



54" Eastside Interceptor

Project Number:	7
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 7 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:	Bids were opened on November 17, 2020 and Harper Brothers Construction, LLC was the qualified low bidder. Council awarded the bid in the amount of \$16,044,022 to Harper Brothers at their meeting on December 17, 2020. This is a 540 calendar day project. The Pre-Construction Meeting was held on March 24, 2021 and construction started April 26, 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000	\$2,076,000	2018	Bond
<u>CONSTRUCTION</u>	\$16,399,450	\$16,044,022	\$16,047,130	2019/2020	Bond
<u>OTHER</u>	\$89,865	\$89,865		2019	Bond
<u>TOTAL:</u>	\$18,654,615	\$18,209,887	\$18,123,130		



Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	8
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:	City Council awarded a bid to Mitchell Contracting, Inc. on September 17, 2020 in the amount of \$540,265. This is a 122 calendar day project. The Notice to Proceed was issued on November 30, 2020. The final inspection for the project is scheduled for July 15, 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200	\$95,300	2018	
<u>CONSTRUCTION</u>	\$855,700	\$540,265	\$850,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$951,000	\$635,465	\$945,300		



Water Plant #6 Tank Replacement

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:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 9 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 contract with T & C Construction, Ltd. was terminated on November 9, 2020 due to their inability to complete the project. The tank was placed online in December 2020 and the remaining site work will be bid in August/September 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$319,400	\$319,400	2018	Bond
<u>CONSTRUCTION</u>	\$2,632,500	\$2,446,526	\$2,446,526	2018	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000	\$2,765,926	\$2,765,926		



Wayfinding Signs Project

Project Number:	10
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Coordinator
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 (07/8/21): Reviewed the wayfinding master plan with Brett Cole from the City's Engineering Department and determined that some signs would have to be moved due to conflicts with existing signage and right-of-way. Sent the proposed alignment changes to National Sign Plazas (NSP) and awaiting the updated manual. Submitted request for a cost proposal from NSP to develop engineered plans that would be used to solicit bids for manufacturing and installation of signage. Once the cost proposal and updated wayfinding master plan have been received, they will be reviewed with the Engineering Department and if approved, will then solicit bid proposals for manufacturing and installation. The Engineering Department is awaiting the submittal of the updated master plan and cost proposal.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

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



Fire/EMS Station

Project Number:	11
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 11 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:	As of July 8, 2021 the Contractor is working on the punchlist from the final inspection of the building.
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

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



Mustang Bayou Bank Repair

Project Number:	12
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 12 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:	Bids were opened on November 10, 2020 and due to only receiving two bids that were extremely high Staff is consulting with FEMA to see if the estimates that they gave for the project costs can be adjusted based on the bids that were received. Staff rebid the project on June 29, 2021 and received more bidders and lower bids. Pending funding the bid will likely be awarded in August/September.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$156,408	\$156,408	\$156,408	2018	
<u>CONSTRUCTION</u>	\$302,126				
<u>OTHER</u>					
<u>TOTAL:</u>	\$458,534	\$156,408	\$156,408		



Hike and Bike Trail Phase III Design

Project Number:	13
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 13 . 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:	Awaiting final design proposal from Kimley/Horn.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$100,000	\$150,000	\$150,000	2020/2021	
<u>CONSTRUCTION</u>	\$2,756,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,856,000	\$150,000	\$150,000		



Water Line Improvements Phase 2

Project Number:	14
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 14 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:	The Contractor is working on the punchlist from the final inspection.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

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



Water Line Improvements Phase 3

Project Number:	15
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 15 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. In addition replacement of waterline along Foley Street and within an easement from Legion Street to Adoue 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:	LJA Engineering is nearing the completion and submittal of the 60% design plans for this project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$549,900	\$549,900	\$549,900	2020	Bond
<u>CONSTRUCTION</u>	\$2,728,092		\$2,728,092	2020	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,277,992	\$549,900	\$3,277,992		



Water Plant #4 Tank Replacement

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2021 Water and Sewer Bonds / Impact Fees
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number 16 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:	LJA Engineering will be submitting the 60% design plans for this project in mid August 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$351,000	\$378,500	\$351,000	2021	Impact Fees
<u>CONSTRUCTION</u>	\$2,900,000		\$2,900,000	2021	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,251,000	\$378,500	\$3,251,000		



2021 Asphalt Pavement Project (Contractor)

Project Number:	17
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Windsor Square, Oxford Road, Hurstgreen Lane, and Coventry Lane. Identified as number 17 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	On April 15, 2021 City Council approved a contract with Daniel Scott Engineering, LLC to do the final design for the project. The design kickoff meeting was held on April 20, 2021 and a final bid package will be complete in August 2021. The 90% design plans were submitted and reviewed by Staff in June 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$98,000		2021	
<u>CONSTRUCTION</u>	\$1,300,000		\$1,000,000	2021/2022	
<u>OTHER</u>		\$35,000		2020	Geo./Topo.
<u>TOTAL:</u>	\$1,300,000	\$133,000	\$1,000,000		



Lift Station 23 Expansion Project (design)

Project Number:	18
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 18 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 has identified all easements that will be required for the project and Staff will be requesting a proposal from KDM Acquisition Services, Inc. for the acquisition of the easements. LJA has confirmed that lift station #1 can be eliminated with this project in addition to lift stations #15 and #16 that were previously identified prior to design start. Due to the addition of 5,200 linear feet of gravity sewer main to eliminate lift station #1 coupled with the continually increasing material prices, the estimated construction cost for this project has risen from \$12.9 million to \$19.8 million.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,389,800	\$1,700,000	2015	Bonds
<u>CONSTRUCTION</u>	\$19,800,000			2021/2022	Bonds
<u>OTHER</u>	\$150,000				Easements
<u>TOTAL:</u>	\$21,339,800	\$1,389,800	\$1,700,000		



2021 Wastewater Master Plan Update / Utility Rate Study

Project Number:	19
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	All areas of the City and ETJ that the Wastewater System serves.
Project Description:	This project will provide an update to the wastewater portion of the City's Utility Master Plan that was done in 2015, provide an evaluation of the City's West-Central/Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016).
Project Justification:	This project is needed in order to evaluate the City's Wastewater System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. It is anticipated that design will be complete in 18 months. The kickoff meeting for the project was held on February 3, 2021. The wastewater flow monitoring was completed on May 27, 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	5-10 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$380,000	\$380,000	\$380,000	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$380,000	\$380,000	\$380,000		



2021 Wastewater Treatment Plant Facility Plan

Project Number:	20
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 20 on the CIP Project Location Map.
Project Description:	This project will provide an evaluation of the City's Wastewater Treatment Plant and develop a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods.
Project Justification:	This project is needed in order to evaluate the City's only wastewater treatment plant now that the two optimization projects (2008 and 2018) are complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update, therefore this plan is time dependent on that plan. The project kickoff meeting was held on February 3, 2021 and the onsite assessment of the WWTP was conducted on March 3, 2021. Preliminary results of the onsite assessment were presented to Staff on April 21, 2021. Flow monitoring results were received May 27, 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$59,914	\$59,914	\$59,914	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$59,914	\$59,914	\$59,914		



2021 Concrete Pavement and Drainage Project

Project Number:	21
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (portion that runs east-west to Rowan Burton). Project location identified as a number 21 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:	On June 3, 2021 Council approved an engineering services agreement with Adico Consulting Engineers, LLC for the design of the project. The final bid package for this project will be complete in October 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$140,460			
<u>CONSTRUCTION</u>	\$1,584,000		\$1,000,000	2021	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,584,000	\$140,460	\$1,000,000		



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Administrative Services

Contact: Michael Higgins, Dir. of Admin Services

Agenda Item: Acknowledge receipt of the Investment Report ending June 30, 2021.

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, 2021.

In summary, the City of Alvin has an investment portfolio at June 30, 2021, of **\$95.5 million**, which consists of \$93 million invested in the Investment Pools, \$500,000 in Certificates of Deposits, \$621,000 in securities, and \$1.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$11,695. The City's yield for the quarter was .04% and the 90-day T-Bill was .02%.

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:** 7/8/2021 SLH

Supporting documents attached:

- Investment Report – June 2021

Recommendation: Move to acknowledge receipt of the Quarterly Financial Report and Investment Report ending June 30, 2021.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Dir. of Admin. Svcs, if applicable ☒
Reviewed by City Manager ☒



City of Alvin
Quarterly Investment Report
6/30/21

City of Alvin
Investment Report Commentary
For the Quarter Ended June 30, 2021

The City of Alvin's investment portfolio at June 30, 2021, decreased during the quarter by \$5,144,062, where the total is **\$95,490,871** at June 30, 2021 compared to **\$100,634,933** at March 31, 2021. The City increased its spending during the quarter on various construction projects causing the balance to decrease. The portfolio consists of \$3 million invested in the Investment Pools, \$1,121,000 in Fixed Income Securities (i.e. CD's and Municipal Bonds), and \$1.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was **\$11,695**. During the previous quarter, total interest was **\$20,552**. The yield rate decreased during the quarter causing interest earned to decrease.

The City of Alvin earned a Weighted Average Yield-to-Maturity (WAM) rate of **.04%** during the current quarter. The market benchmark rate that is used as a comparison is the 90-day T-Bill which was **.02%** for the quarter. The City's yield was 2 basis points higher than the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **.08%** and the 90-day T-Bill average was **.04%**, or 4 basis points more than the T-Bill rate.

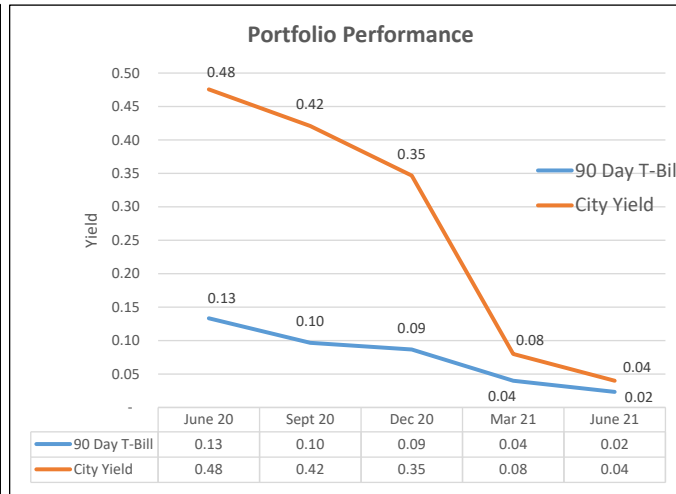
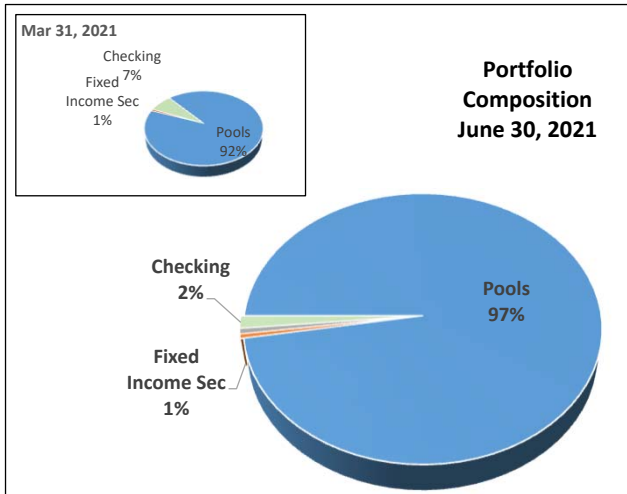
The overall Weighted Average Maturity (WAM in days) was **4.2 days** during the quarter, compared to **3.9 days** in the previous quarter. The WAM days are very low because 99% of the portfolio is invested in the 1 day maturities, primarily investment pools. The slight increase in the WAM during this quarter was due to the recent purchase of 1 fixed income security which has a longer-term maturity date. 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 is the 90-day T-Bill, which was .02% for the quarter. The T-Bill rate a year ago at June 30, 2020, was .13%, and two years ago the rate was 2.32%.

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 credit rate for the bank account is currently at .25% (offset by fees).

**City of Alvin
Investment Portfolio
June 30, 2021**

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	Mar 31, 2021		Net Purchases & Disb During Qtr	June 30, 2021		Interest Earned During Qtr
						Book Value	Market Value		Book Value	Market Value	
Bank Depository/Demand Accounts			open	1	0.250%	7,301,420	7,301,420	(5,909,660)	1,391,761	1,391,761	2,577
Cert of Deposit - BMW Bank North Am.	05580AWS9	6/26/2020	6/27/2022	362	0.250%	249,000	249,442	-	249,000	249,391	314
Cert of Deposit - NY Community Bank	649447UC1	11/9/2020	11/9/2022	497	0.200%	250,000	250,273	-	250,000	250,200	316
Municipal Bond - Jefferson County	473502MT6	1/11/2021	8/1/2021	32	0.201%	260,000	264,009	-	260,000	261,002	264
Municipal Bond - Barber's Hill ISD	067167YC4	4/9/2021	2/15/2022	230	0.150%	-	-	350,000	350,000	360,619	117
Investment Pool - Texstar			open	1	0.010%	49,110,696	49,110,696	1,277	49,111,973	49,111,973	1,277
Investment Pool - Texas Class			open	1	0.074%	35,375,512	35,375,512	(2,995,582)	32,379,930	32,379,930	6,054
Investment Pool - Texas Class (CRF)			open	1	0.074%	-	-	3,002,156	3,002,156	3,002,156	519
Investment Pool - Texpool			open	1	0.012%	7,131,242	7,131,242	217	7,131,460	7,131,460	217
Investment Pool - Texpool (TIRZ#2)			open	1	0.012%	952,338	952,338	400,040	1,352,379	1,352,379	40
						\$100,630,208	\$100,634,933	(\$5,151,551)	\$95,478,657	\$95,490,871	\$11,695



	3/31/2021	6/30/2021
Book Value	\$100,630,208	\$95,478,657
Market Value	\$100,634,933	\$95,490,871
Change in MV		(\$5,144,062)

Weighted Avg Maturity (days)	3.9	4.2
Weighted Avg YTM	0.08%	0.04%
Avg Yield of 90 day T-Bill	0.04%	0.02%

Accrued Interest @ 6/30/21	\$453
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Michael Higgins
Director of Administrative Services



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Finance

Contact: Michael Higgins, Dir. of Admin Services

Agenda Item: Acknowledge receipt of the 2020 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 2020 as of July 1, 2021.

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:** 7/8/2021 SLH _____

Supporting documents attached:

- 2020 Delinquent Tax Roll – [Click Here](#)

Recommendation: Acknowledge receipt of the 2020 Delinquent Tax Roll

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Director of Admin Svcs, if applicable ☒
Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, September 10, 2021, thru Sunday, September 12, 2021; and authorize the City Manager to sign said Agreement upon legal review.

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

Summary: The Alvin Sunrise Rotary Foundation has requested the City issue a license agreement for the purpose of holding a fundraising event, Music Fest and Bar-B-Q Cook-Off (September 10 – 12, 2021) in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

Pursuant to the Agreement, Alvin Sunrise Rotary agrees to:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits
- Adhere to City's noise ordinance and obtain appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control
- Maintain the property in clean condition
- Abide by all terms of the Community Wide Event Application, including insurance requirements

Pursuant to the Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program (\$10,000 distribution payment made December 2, 2020)
- Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property
- Waive tent permit fees for individual participating cooks/cook teams
- Waive park user fees as outlined in the Community Wide Event Application
- Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cooks and other Fire Safety and Prevention services required by the City
- Provide barricades and cones for street closure
- Provide APD forklift and portable freezer/refrigerator for event purposes at no cost
- Provide EMS personnel and ambulance
- Provide Mobile Command Truck
- Provide portable restroom
- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water, where already furnished

Other than increasing the contribution from the Hotel Occupancy Tax (H.O.T.) fund grant program from \$18,000 to \$20,000, the basic terms of the License Agreement are the same as previous years. Staff recommends approval of the License Agreement.

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

Funding Account: 121-1006-14-322 **Amount:** \$20,000 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/8/2021 SLH

Supporting documents attached:

- License Agreement for Exclusive Use of City Property
- Exhibit A – Map
- Community Wide Event Application – 2021 Music Fest
- Res. 14-R-37 Donation Agreement

Recommendation: Move to approve License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, September 10, 2021, thru Sunday, September 12, 2021; and authorize the City Manager to sign said Agreement upon legal review.

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

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

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2021 by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2015, which granted the Licensee naming rights to the pavilion located at Briscoe Park, and exclusive use of the park for one (1) week per year for seven (7) years, up to and including the year 2021.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

3. Term of License. This License shall begin Monday, September 6, 2021, at 6:00 a.m. and continue through Sunday, September 12, 2021, at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee qualified as a "Recognized Group" in the Community Wide Event Application and shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, September 10, 2021, beginning at 4:00 p.m. through 12:00 a.m., Saturday, September 11, 2021, beginning at 10:00 a.m. through 12:00 a.m., and again Sunday, September 12, 2021 beginning at 12:00 p.m. through 7:00 p.m. and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee shall provide security personnel to perform any traffic control related to the event.
- f. Licensee acknowledges the required security personnel is defined in the "Recognized Group" document to consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, with City of Alvin police personnel given first consideration for paid positions. Licensee further acknowledges the Alvin Chief of Police reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee shall pay the required City of Alvin police security and traffic control at Licensee's expense.
- h. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- i. Licensee shall abide by all the terms of the Community Wide Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABCO permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide Alvin Police Department forklift and portable freezer/refrigerator for event purposes at no cost to Licensee.
- d. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- e. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- f. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- g. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- h. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation on July 29, 2020 and approved by the H.O.T. grant review committee on November 10, 2020.
- i. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- j. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees,

agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the city of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

- 7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:
- a. deny access to the Licensed Property; or
 - b. terminate this License Agreement; or
 - c. exercise any and all additional rights and remedies that the City may have at law or in equity.
- 7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

- 7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

13. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

14. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, TX 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation
Address: P.O. Box 42
Alvin, Texas 77512

Contact Person: Robert Vasquez
Phone: 832-347-4106

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____
Junru Roland, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

Signature: _____

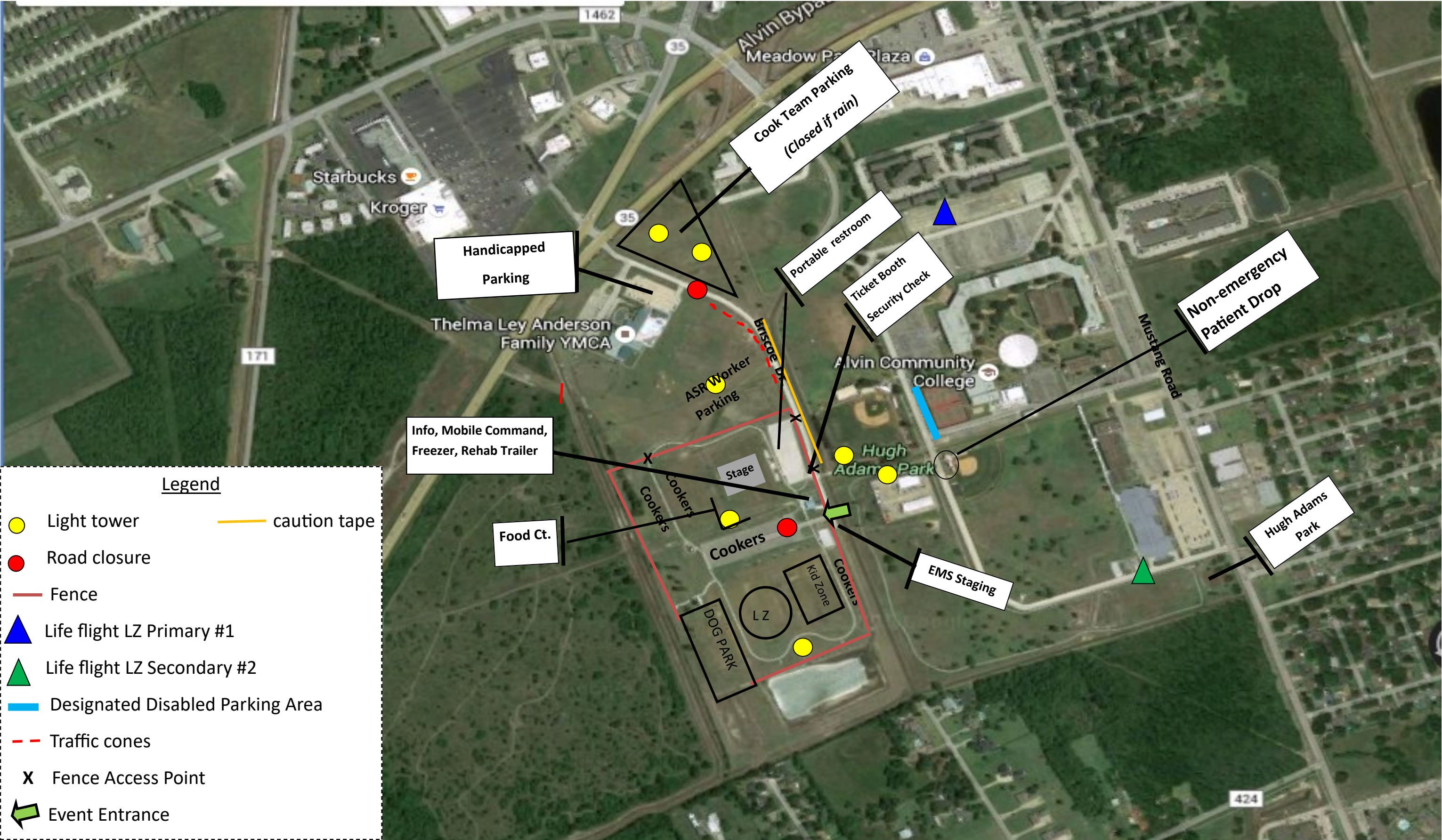
Title: Past President, Alvin Sunrise Rotary Foundation

Print Name: Robert Vasquez

Date: _____

Attachment: Exhibit A [map]

2021 Alvin Sunrise Rotary Music Festival (Sept. 10, 11, 12)



**CITY OF ALVIN**

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation**COMMUNITY WIDE EVENT APPLICATION****Contact Person / Safety Liaison**

The Requesting Entity shall designate one "Contact Person" as their sole designated Liaison between the City of Alvin and the Requesting Entity throughout the submittal and event process unless a Safety Liaison (SL) is listed on this document, then both shall act on behalf of the Requesting Entity.

The City recommends designating a Safety Liaison (SL) on behalf of the Requesting Entity as this individual shall be expected to attend any/all safety planning meetings with City of Alvin personnel, speak and act on behalf of the Requesting Entity in these meetings as well as ensure compliance with any/all directives from the City of Alvin and/or other governing entities.

ACTIVITY/EVENT: Alvin music Festival + cook off

SPONSORING AGENCY: Alvin Sunrise Rotary

DATE(S) OF EVENT: Sept 6th - 12th

TIME OF EVENT: From 6 AM To 12 AM
(Please include set-up and take-down time)

PURPOSE OF ACTIVITY/EVENT: Fundraiser

REVENUE GENERATED: YES (X) NO ()

PURPOSE OF REVENUE: give back To community

CONTACT PERSON: Terry Droege

CONTACT ADDRESS: PO Box 42

CITY: Alvin STATE: Tx ZIP: 77512

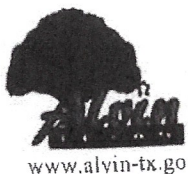
HOME PHONE: [REDACTED] MOBILE: [REDACTED]

E-MAIL: terry@tdcinc.com FAX: _____

*SAFETY LIAISON: Robert Vasquez

HOME PHONE: [REDACTED] MOBILE: [REDACTED]

E-MAIL: [REDACTED]



CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

Please review the items listed below carefully. As the Requesting Entity, you will be responsible for obtaining and having in your possession at the event site, all required permits and permissions. This will ensure your event is carried out compliantly and safely.

**FOOD/BEVERAGE SALES/
DISTRIBUTION PERMIT
REQUESTED:**

YES ☒ NO ☐

IF YES: ALL food and beverage vendors must obtain an individual food and beverage permit AND have it on display during the event.

*see attached fee structure for pricing

*see attached permit application and rules

**TENT STRUCTURE
PERMIT REQUESTED:**

YES ☒ NO ☐

IF YES: A permit shall be required AND available on site for all temporary membrane structures AND tent/canopy structures in excess of 700 square feet or having an occupant load of 50 or more persons. A post set-up inspection is required by the Fire Marshal's Office prior to occupying the structure to ensure compliance.

*see attached fee structure for pricing

*see attached permit application

SOUND & NOISE

PERMIT REQUESTED: YES ☒ NO ☐

IF YES: A permit shall be required AND available on site for all events where music and/or sound is produced, whereas the music or sound can be heard on the streets or neighboring premises to the annoyance or inconvenience of a reasonable person having normal nervous sensibilities and being of ordinary tastes, habits and modes of living.

*see attached fee structure for pricing

*see attached permit application

**CITY OF ALVIN**

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation**COMMUNITY WIDE EVENT APPLICATION****CARNIVAL AND FAIR
OPERATIONAL PERMIT
REQUESTED:**YES () NO (☒)

IF YES: A permit shall be required AND available on site for all events where a carnival and/or fair will be hosted. All mechanical rides require post set-up inspections by the Alvin Fire Marshal's Office prior to any patron ridership.

*see attached fee structure for pricing

*see attached permit application

**ALCOHOLIC BEVERAGE
SALES/DISTRIBUTION:**YES (☒) NO ()

IF YES: Only available to Recognized Groups

*see Benefits and Governance of the Recognized Group

ROAD CLOSURES:YES (☒) NO ()

IF YES: A detailed map of the street(s) must accompany this document as part of the Site Plan.

TIME OF CLOSURE(S):

From: Sept 6 To: Sept 12

Please note that all street closures must be approved by Alvin City Council AND the Public Safety Agency(s) who maintain jurisdiction of same. Furthermore, the requesting entity may be required to provide notice of street closures to affected businesses and residences.

SECURITY:YES (☒) NO ()

IF YES: City of Alvin Police Chief or his/her designee shall determine quantity and type of Alvin Police Personnel to deploy based on the overall scope and nature of the community wide event.

INSURANCE:YES (☒) NO ()

General Liability Insurance is required by the City of Alvin up to \$1,000,000. A Certificate of Insurance shall be submitted along with this application naming the City of Alvin as an additional insured for the date(s) of event.

**CITY OF ALVIN**

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation**COMMUNITY WIDE EVENT APPLICATION**TEMPORARY SIGNS: YES ☒ NO ☐

IF Yes: Sec. 17 ½ - 59 Special event signs applies.

(a) *On private property.* Temporary signs that direct the public to, or advertise, an event of civic interest, such as parades, organized holiday festivities, special events on behalf of charitable organizations, and the like are allowed on private property provided that:

- (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties; and
- (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event.

RESTROOM FACILITIES:

The Requesting Entity shall pay the City of Alvin any cost associated with providing restroom facilities. Where applicable, the portable restroom will be used and any additional temporary restroom facilities, herein called Port-O-Cans, will be used as supplemental facilities.

*see attached fee structure for pricing

PARK RENTAL:

Based on the location of the Community Wide Event, amenities and services may vary. The Requesting Entity shall be responsible to adhere to the Park Rules where applicable based on permitted use.

*see attached fee structure for pricing

*see attached Park Rules

SITE PLAN:

This document acts as a visual guide showing locations of pertinent structures, event/public parking, activity areas, vendor locations, refuse collection area, etc.

*Requested road closure map shall accompany this document.



www.alvin-tx.gov

CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

**REFUSE / RECYCLING
COLLECTION:**

The Requesting Entity is responsible for the overall cleanliness of the grounds during and after the Community Wide Event. **RECYCLING** is preferred in addition to general trash collection. Existing trash cans at the park(s) may be used, but if additional cans are needed, the Requesting Entity shall submit in writing the quantity desired, along with this application. Every effort shall be made to meet the request. Trash/Recycle bins shall not be allowed to overflow AND all trash/recycling resulting from the event shall be collected from individual containers, sanitarily centralized on site and removed from the premises on/by the first business day following the last day of the event. General trash/recycling collection and disposal shall be at the sole obligation and cost of the Requesting Entity. To obtain dumpsters/large bulk trash/recycling receptacles please contact the City of Alvin waste disposal contractor, Progressive Waste Solutions, (281) 331-0810.

**ADVERTISING &
PROMOTIONS:**

Please attach an abbreviated copy of your activity/event marketing plan. The City of Alvin reserves the right to pre-approve all forms of advertising relative to activities/events conducted at municipal facilities.



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CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

INDEMNITY AGREEMENT

1) As a condition of a Permit being issued, the Applicant acknowledges that he/she has voluntarily applied for a Community Wide Event Application Event permit that in consideration of the privileges associated therewith, Applicant agrees to PROTECT, INDEMNIFY and HOLD HARMLESS, the City, its officers, agents and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of injury, death or otherwise, to any person or damage to any property, arising from any negligent act, error or omission of the undersigned, its officers, employees or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.

2) APPLICANT AGREES THAT THIS INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

3) This indemnity agreement contains the entire agreement of the undersigned and the City of Alvin, Texas, and may not be modified or altered without the express written consent of the City of Alvin.

4) This indemnity agreement is interpreted by Texas law and is performable for all purposes in the County of Brazoria, State of Texas.

AFFIDAVIT OF APPLICANT/REQUESTING ENTITY:

I certify that the information contained in the Community Wide Event Application is true and correct to the best of my knowledge and belief, that I understand, and agree to abide by all the regulations, provisions and rules governing Community Wide Events as set forth by the City of Alvin. That I understand that this Application is made subject to the rules and regulations established by the Alvin City Council. I have read the entire Application and agree to abide by these rules and further certify that, on behalf of the organization, I am authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Alvin. I further agree that the organization shall not discriminate against any person or persons because of race, age, gender, religion, color, national origin, sexual orientation, or disability.

Applicant: Alvin Sunrise Rotary

Date of Application: 3/15/-2021

Festival chairman
Title (Print or type)

[Signature]
Signature of Applicant (Event Organizer)

Permit Fee: \$50.00Approved by/Date: 1

Permit # _____



Temporary Food Establishment

Health Permit Application - City of Alvin Health Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • Fax (281) 388-4340

Event Name: Alvin music Festival & cookoff Sponsor/Organizer: Alvin Sunrise Rotary
 Date(s) of Event: From 9/6 To 9/12 Hours of Operation: From 6AM To 12AM
 Location of Event: Bob Briscoe park

Business Name (DBA): _____
 Name of Applicant: Alvin Sunrise Rotary
 Applicant's Address: PO Box 42 Phone # 281 932 8663
Alvin Tx 77512 Cell # _____
 Applicant's DL #: _____ DL State: _____
 Email Address: terry@tdecinc.com

Do you operate Food Establishments at other locations? Yes ☐ No ☒ (Circle One)

If Yes, provide names and addresses: _____

Food Items to be Served	Source/Vender/ Location of Purchase	Place of Preparation	Transporting/ cold holding facilities	Cooking Equipment	Hot Holding Facilities
All Food Venders will pull There own permit +					
And BBQ Team's are not Saleing Food					

The information provided on this application is accurate. This establishment agrees to comply with the Codes adopted by the City of Alvin and is aware of the right to access to the Regulatory Authority as specified within the Health Codes. I understand that non-compliance may result in immediate closing of the food establishment. This permit is limited to the foods listed above and valid only for the dates of the event.

3/15 - 2021
Date

[Signature]
Signature of Applicant



www.alvin-tx.gov

CITY OF ALVIN

302 West House Street • Alvin, Texas 77511 • (281) 331-7688 • FAX (281) 331-9713

Fire Marshal's Office

**Fire Prevention Permit Application
Temporary Tent Structure**

Date of Application: 3/15/2021 New Permit: X Renewal Permit:

Permit Requester

Owner/Representative:

Name of Business:

Address of Business:

Telephone Number:

Site Location:

Name of Business:

Address of Business:

Terry Droege

Alvin Sunrise Rotary

PO Box 42 Alvin Tx

[REDACTED]

Bob Briscoe park

Temporary membrane structures, tent, and canopy permit:

Permit Fee:

Temporary membrane structures:

\$200.00

Any tent or canopy in excess of 700 square feet

or having an occupant load of 50 or more persons:

\$100.00

Tents and membrane structures in excess of 700 square feet and or having an occupant load of 50 or more persons and utilized as a place of assembly to include a circus, carnival, tent show, theater, skating rink, dance hall, eating/drinking facility or other place of assembly in or under which persons gather for any purpose.

Fire Marshal Approval:

Date:

Payment Amount:

\$

Check #:

Receipt #:

Date:



www.alvin-tx.gov

CITY OF ALVIN

1500 S. Gordon St • Alvin, Texas 77511 • (281) 585-7108 • FAX (281) 388-4380

Office of the Police Chief

Sound & Noise Permit

Event Information

Date of Event	9/10 + 12TH	Time of Event	Start 6AM End 12AM
Location of Event	Bob Briscoe park 3625 Brisco Dr		
Type or Name of Event	Alvin music Festival + cook off		
Responsible Party or Organization	Alvin Sunrise Rotary		
Description of Sound Equipment or Band	live Bands		
Type of Music (General)	Country + 80's		
Private Event	☐ <u>Attendance</u> ☐ (check one)		
	Community Wide Event ☒		

Applicant Information

Name:	Terry Droege	Address:	911 S Gordon St
Home Phone:	[REDACTED]	Mobile Phone:	[REDACTED]
Email Address:	terry@tdecine.com		

Person(s) In Attendance with Authority to Control Noise

Name:	Terry Droege	Name:	Robert Vasquez
Address:	911 S Gordon St	Address:	PO Box 42
Mobile Phone:	[REDACTED]	Mobile Phone:	[REDACTED]

I understand and will comply with the conditions of this permit and the provisions of the Alvin Police Department. I understand that an approved permit may be cancelled at the discretion of the Alvin Police Department for failure to comply with the terms of the permit. I further understand that conflicts may arise which necessitate the revocation of this permit. Examples include, but not limited to, safety, crowd control, ingress or egress to area for patrons and City of Alvin personnel.

Applicant Signature

[Signature]

Date

3/15/2021

FOR OFFICE USE ONLY

Conditions of Approval/Reason for Denial:

APPROVED

DENIED

Police Representative Signature

Date

**CITY OF ALVIN**

302 West House Street • Alvin, Texas 77511 • (281) 331-7688 • FAX (281) 331-9713

Fire Marshal's Office

**Fire Prevention Permit Application
Carnival and Fair Operational Permit**

Event Location: Bob Briscoe park
Address: 3625 Briscoe Dr
Phone Number: [REDACTED]
Event Type: Alvin music festival + cookoff

Base Permit Fee(Carnival)	<u>moon walks</u>	= <u>\$50.00</u>
	<u>No carnival rides</u>	=====
Permit Total		= <u>\$50.00</u>

Fire Marshal

Date:

Payment Amount: \$ 50.00

Check #: _____

Receipt #: _____

Date: _____



www.alvin-tx.gov

CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

RECOGNIZED GROUP

Application

For consideration as a "Recognized Group" please provide all requested documents and submit to the Alvin Parks and Recreation Department, email: mgrigsby@cityofalvin.com, fax: 281-331-7516, mail/in person: 1100 W. Highway 6 Alvin, TX 77511. The application process may take up to sixty (60) days from the date this application is received. The president or his/her designee may be required to attend a meeting(s) with City of Alvin staff and/or elected officials during this application process.

Group/Organization Name: Alvin Sunrise Rotary

Contact Person on behalf of the Group: Terry Droegge

Home Phone: [REDACTED] Mobile Phone: [REDACTED]

Email Address: terry@tdecine.com

- List of Current Board of Directors listing name, title, address, phone, email
- Letter of explanation including why petitioning group is seeking "Recognized Group" status AND explain the percentage of revenue from fundraising efforts and the local impact to the Alvin Community
- Proof of 501(c) status. Acceptable forms of proof include: Texas Sales and Use Tax Exemption Certification, letter from the State of Texas Comptroller of Public Accounts or a letter from the IRS.
- City of Alvin reserves the right to request any additional information beyond what is listed

Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: 3/15 - 2021

To the Texas Department of Transportation (TxDOT)
c/o Area Engineer Alvin, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant Alvin Sunrise Rotary proposes to place a
sign within the right of way of Highway Business 35 Location Gordon St.

Alvin TX in Brazoria County, Texas.

☐ Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed 30 ft feet from the roadway and will have
the following characteristics:

Mounting Height _____ Thickness _____

Sign Dimensions (Height, Width, Length) 4' x 32'

Sign Material NET mesh

Sign Support Dimensions clip + ropes ALL THE WAY THRU

Sign Support Material clips + rope

Proposed Text DATES OF ALVIN MUSIC FESTIVAL + COOK OFF

Background Color White Legend Color Blue

The right of way will be used FROM DATE AUG 27 TO DATE SEPT 10
(maximum of 60 days) and the nature of the event is _____

The sponsor of the event, if applicable, is Alvin Sunrise Rotary Foundation

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have been implemented.

It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that it may deem necessary for the protection of the transportation facility and safety of the traveling public.

By signing below, I agree to the conditions/provisions included in this application. I am authorized to sign on the behalf of the organization holding the event.

Alvin Sunrise Rotary Foundation
Applicant

Terry Droeg

By Festival chairman

Title

Signature Terry Droeg

PO Box 42 Alvin TX
Mailing Address

911 S Gordon St

Alvin TX 77511

City State Zip

Area Code Telephone Number

Everything being asked on the State application is pertaining to the banner that will be going up on Gordon.

1. **Mounting Height:** How high up is the banner being hung? 25ft to 30 ft High
2. **Thickness:** How thick is the banner? You can put the total weight of the banner or how many ounces per square yard. 7 lbs
3. **Sign Support Material:** What materials are you providing to hang up the banner? Ex: rope, clips etc. rope & clips
4. **Sign Support Dimensions:** What is the size of the materials being used to hang up the banner? 4' x 32'
5. **Legend Color:** The color of the letters on the banner. Blue & red
6. **The right of way will be used from?** Put the dates you're requesting the banner to be up. **From**
Date ----- To Date -----
Aug 27
Sept 12

Alvin Sunrise Rotary Foundation

President	James Nash	979-373- 8556
Vice President	Robert Vasquez	832-347-4106
Secretary	Wendy DeBello	832-794-9811
Treasure	Nick Droege	281-960-2198
Member	Adam Arendall	832-603-2718

**DONATION AGREEMENT
BETWEEN
ALVIN SUNRISE ROTARY CLUB AND
CITY OF ALVIN, TEXAS**

This Donation Agreement (the "Agreement") is made this 18 day of Dec. 2015 ("Effective Date") by and among the Alvin Sunrise Rotary Club (hereinafter referred to as the "Donor"), and the City of Alvin (hereinafter referred to as the "City").

Donor and the City agree as follows:

1. Donor Commitment. Donor pledges a total donation value of Fifty-One Thousand Dollars (\$51,000) to the City over nine years for the benefit of the City Parks.

The City acknowledges and recognizes that Donor previously donated a total of \$10,000 for the benefit of City Parks for rehabilitation of twelve (12) picnic tables in 2013 and eighteen (18) picnic tables in 2014.

Donor hereby pledges that in Year 1 (2015), Donor will make cash donations totaling Eleven Thousand Dollars (\$11,000) for the purchase and installation of wobble spheres (\$3,500) and the purchase of a field sander (\$6,500), and an additional \$1,000 donation for general Park use. It is also understood and agreed that in Years 2-7 (2016-2021), Donor will submit additional donation funds and/or equipment in the amount of Five Thousand Dollars (\$5,000) per year totaling Thirty Thousand Dollars (\$30,000).

2. Payment Schedule. It is understood and agreed that Donor shall submit the Year 1 donation(s) totaling Eleven Thousand Dollars (\$11,000) in full on or before August 1, 2015.

It is further understood and agreed that Donor shall submit Years 2-7 annual \$5,000 donations on or before January 31st, beginning 2016, and continuing each year for five (5) additional years with a final payment to be made on or before January 31, 2021.*

*The City may invest the donated funds as it shall best determine, pending distribution of same, for the use and purpose by the City of Alvin Parks Department.

3. Naming Rights/Approvals: For the donations listed above, and upon mutual acceptance to Donor and the City and approval by Resolution by the City Council, the pavilion located at Briscoe Park shall be named "Alvin Sunrise Rotary Pavilion". Any and all signage designed for the Briscoe Park Pavilion shall be paid by and at the sole cost of Donor. Additionally, all signage design and location shall be approved by the City of Alvin Parks Director prior to installation.

It is further agreed that in Year 1 (2015) and during Years 2-7 (2016-2021), Donor will have exclusive usage rights for one (1) week during the year to the entire property of Briscoe Park

(designated by the current approximate 42 acres) for the Alvin Music Festival and BBQ cook-off. The date of exclusive usage by Donor shall be approved by the City of Alvin Parks Director and shall not interfere with any City parks' use obligations. Such exclusive use is subject to and contingent upon Donor's timely submission of the annual donations to the City.

This Agreement pertaining to the naming rights of the pavilion as "Alvin Sunshine Rotary Pavilion" shall remain in effect for a period of twenty (20) years, ending January 1, 2034, and is subject to and contingent upon Rotary's submission of full and final donation payments by January 31, 2021. After January 1, 2034, Donor and the City may agree to additional terms for any future naming rights as to be determined by Donor and City Council.

4. Intent. It is the agreement of the parties and the intention and wish of Donor that this donation and any unpaid promised installment under this Agreement shall constitute Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against Donor and Donor's personal representatives, and their successors and assigns. Donor acknowledges that the City is relying, and shall continue to rely, on Donor's gift being fully satisfied as set forth herein.

5. Additional Donations. Donor reserves the right to increase additional gifts and hereby consents to additional contributions to the City subject to the provisions of this Agreement.

6. Future Changed Circumstances. If, in the opinion of the City of Alvin, Texas, all or part of this donation cannot at some time in the future be usefully or practically applied to the above purposes, or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the City of Alvin will most nearly accomplish Donor's wishes.

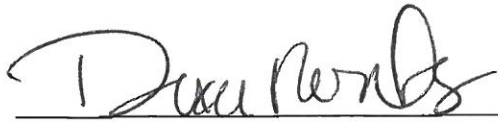
14. Amendment. By mutual consent of the City and Donor, Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Texas. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

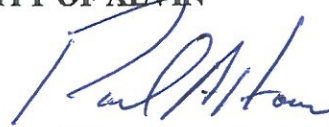
EXECUTED to be effective as of the Effective Date as stated above.

ATTEST:



Dixie Roberts, City Secretary

CITY OF ALVIN



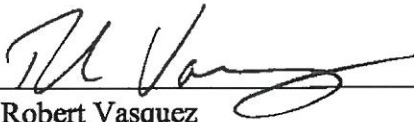
Paul A. Horn, Mayor

ALVIN SUNRISE ROTARY CLUB



Michael Hoover

Title: President



Robert Vasquez

Title: Past President

RESOLUTION NO. 14-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPROVING A DONATION AGREEMENT WITH THE ALVIN SUNRISE ROTARY; WHEREIN THE ALVIN SUNRISE ROTARY WILL DONATE A TOTAL VALUE OF APPROXIMATELY \$51,000 TO THE CITY PARKS DEPARTMENT AND COUNCIL AUTHORIZES EXCLUSIVE USAGE RIGHTS TO BRISCOE PARK BY ALVIN SUNRISE ROTARY FOR ONE WEEK EACH YEAR FOR 7 YEARS FOR THE ALVIN MUSIC FESTIVAL & BBQ COOK-OFF AND COUNCIL FURTHER AUTHORIZES NAMING THE PAVILION LOCATED AT BRISCOE PARK AS THE "ALVIN SUNRISE ROTARY PAVILION" FOR 20 YEARS.

WHEREAS, Alvin prides itself on community involvement with local organizations, and has such a relationship with the Alvin Sunrise Rotary Club; and

WHEREAS, the Alvin Sunrise Rotary Club ("Rotary") contacted the City of Alvin and is requesting the City consider a Donation Agreement that provides for a total contribution of \$51,000 of equipment and/or cash donations over the course of seven (7) years for improvements to City parks in exchange for naming rights to the pavilion at Briscoe Park and exclusive usage of Briscoe Park for certain Rotary events as described more fully in the Donation Agreement attached hereto as Exhibit "A".

WHEREAS, the donations to purchase equipment and/or cash donations will help the City provide additional seating areas and equipment for use by the Parks Department in City parks improving the quality and enjoyment of City parks; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to approve the Donation Agreement and accept the donations and express their sincere appreciation to the Alvin Sunrise Rotary Club for their generous contribution and commitment to improve the Parks of the City of Alvin, **NOW THEREFORE**,

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council approves the Donation Agreement attached hereto as Exhibit "A", and authorizes the Mayor to sign the Agreement.

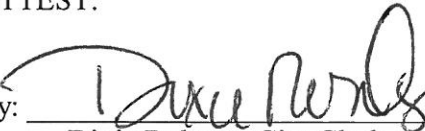
Section 3. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment to furnish the new City of Alvin Parks facilities.

Section 4. That the City Council directs staff to deposit any donated funds received from the Alvin Sunrise Rotary Club into the donation fund for use in accordance with this resolution and consistent with the spirit of the donation.

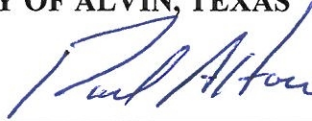
Section 5. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on this the 18 day of December, 2014.

ATTEST:

By: 
Dixie Roberts, City Clerk

CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider a two-year Agreement with ActionS Inc. to continue providing programs and activities for senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the Agreement.

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

Summary: ActionS, Inc. is a Community Care Team Agency of the United Way of Brazoria County and a service provider for the Houston-Galveston Area Council, Area Agency on Aging. For almost twenty years, ActionS Inc. has utilized the Alvin Senior Center to provide support services to Alvin area senior citizens ages 60+. The current agreement expires August 1, 2021.

Through the ActionS program, qualified participants in the Alvin area are offered, at no charge, balanced meals, onsite recreational programming, including transportation to and from the Senior Center. The Actions program currently hosts approximately 93 participants at the Alvin Senior Center Monday thru Friday, 8:00 a.m. to 2:00 p.m. A full-time site coordinator and driver are also provided by ActionS Inc.

The Senior Citizens Board unanimously recommended approval of the Agreement at their regular meeting on May 10, 2021.

Staff recommends the renewal of this two-year agreement with ActionS.

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:** 7/8/2021 SLH

Supporting documents attached:

- 2021 – 2023 Agreement with ActionS Inc. of Brazoria County
- 2019 – 2021 Agreement with ActionS Inc. of Brazoria County

Recommendation: Move to approve a two-year agreement with ActionS Inc. to continue providing programs and activities for Senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the Agreement.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

ActionS, Inc. of Brazoria County

Use Agreement

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

THIS USE AGREEMENT (the “Agreement”) is made and entered into on this the 1st day of August, 2021, by and between the **CITY OF ALVIN**, a home-rule city and municipal corporation of the State of Texas (the “City”) and **ActionS, INC. OF BRAZORIA COUNTY**, (“ActionS”) a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of a Senior Citizens Center facility located at 309 West Sealy, Alvin, Texas; and

WHEREAS, ActionS offers and conducts programs and activities for Senior Citizens; and

WHEREAS, both the City and ActionS agree that it would be mutually beneficial for ActionS to conduct programs and activities for senior citizens at the City’s Senior Citizens Center; and

WHEREAS, the parties desire to establish the terms of their agreement;

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

ARTICLE I

DEFINITIONS

“**ActionS**” means ActionS, Inc. of Brazoria County, a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which has been established to plan and coordinate services for senior citizens of ages sixty (60) years and older.

“City” is defined in the preamble hereof and includes its successors and assigns.

“City Manager” means the City Manager of the City of Alvin or designee.

“Senior Citizen(s)” means a person who is fifty (50) years of age or older and his/her spouse of any age as long as one spouse is fifty (50) years of age or older.

“Senior Citizens Center” means the City’s approximate 10,000 square foot facility located at 309 West Sealy, Alvin, Texas consisting of meeting rooms and serving areas.

“Senior Citizens Center Rules” means the Rules and Regulations for Operation and Use of Alvin Senior Citizens Center and in effect as of the date of this agreement.

ARTICLE II.

USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

ActionS shall provide programs and activities for senior citizens in the Alvin area and is authorized to use the Senior Citizens Center solely for that purpose.

ActionS shall be allowed to use those areas of the Senior Citizens Center specified in writing by the City Manager to conduct senior citizen programs and activities. The City Manager shall determine the days and times that ActionS shall be authorized to use the Senior Citizens Center.

ActionS shall comply with the Senior Citizens Center Rules. The City understands that persons must meet the guidelines of ActionS in order to participate in the programs/activities. ActionS’ use of the Senior Citizens Center is expressly conditioned upon its strict compliance with the laws, rules and regulations governing the operation of the Senior Citizens Center and that of ActionS.

2.02 Maintenance.

ActionS agrees that it will maintain the Senior Citizens Center in a clean condition.

ActionS agrees to provide all supplies (trash bags, paper towels, cleaning supplies, etc.) needed to maintain the Senior Citizens Center. ActionS shall sweep, mop the floor and remove all trash to the designated dumpster prior to leaving each day.

ActionS agrees to accept the Senior Citizens Center in its present condition, and admits its suitability and sufficiency for the use proposed to be made thereof by ActionS. The City is

not required to make any improvements, modifications, repairs or restoration to the Senior Citizens Center or any improvements located thereon.

ActionS shall not place any improvements on or at the Senior Citizens Center without written approval of the City Manager. The City shall be responsible for the utilities furnished to the Senior Citizens Center.

2.03 No Waste, Nuisance or Unlawful Use.

ActionS shall not commit, or allow to be committed, any waste on or at the Senior Citizens Center; nor shall ActionS create or allow any nuisance or unsafe condition to exist on or at the Senior Citizens Center.

ActionS shall not use or allow the Senior Citizens Center to be used for any unlawful purpose.

ActionS shall immediately report any type of breakage or facility maintenance problems to the building supervisor.

2.04 Right of Entry.

The City may enter upon the Senior Citizens Center at any time for any purpose necessary, incidental to or connected with ActionS' use of the Senior Citizens Center or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a cause of action for damages against the City.

2.05 Security Measures.

ActionS shall comply with the City's security requirements with respect to the Senior Citizens Center.

ARTICLE III.

TERM AND TERMINATION

3.01 Term.

The term of this Agreement shall be deemed to have commenced on August 1, 2021, and shall end on August 1, 2023, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this

Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval.

3.02 Termination.

This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to termination.

ARTICLE IV. CONSIDERATION

ActionS understands and agrees that the City's operation and maintenance of a senior citizens center constitutes a governmental function. The consideration for this Agreement are the programs and activities that ActionS will conduct for the senior citizens in the Alvin Area. In exchange, the City will provide the Senior Citizens Center for that purpose.

ARTICLE V. INSURANCE

ActionS agrees that at its sole cost it will procure, within ten (10) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the Senior Citizens Center of the type(s) and limit(s) set forth below:

COVERAGE

Commercial General Liability

- (i) Products/completed operations
- (ii) Personal and advertising injury
- (iii) Fire Damage

Comprehensive Automobile Liability

- (i) owned/leased vehicle
- (ii) non-owned vehicles
- (iii) hired automobiles

Workers Compensation

LIABILITY

Combined single limit for
bodily injury and property
damage of \$500,000 per person.
General Aggregate of \$1,000,000
(not including products/completed
operations)

Combined single limit for bodily
injury and property damage of
\$1,000,000 per occurrence

Statutory requirements per state law

Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death or property damage, the City shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction and injury, to City-owned or leased property and City personnel, caused by or resulting from work, acts or omissions of ActionS, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to and shall not make the City a partner or joint venturer with ActionS in its operations at the Senior Citizens Center.

ActionS shall furnish the City with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been furnished to the City, a certificate of coverage certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas and on forms approved by the Insurance Commission of the State of Texas and shall be performable in the State of Texas, County of Brazoria.

All the insurance required to be carried by ActionS hereunder shall be by policies which shall require on their face, or by endorsement, ten (10) days' written notice to the City before they may be cancelled and within which ten (10) day period ActionS covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof.

Failure or refusal of ActionS to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

ARTICLE VI.

INDEMNIFICATION

ACTIONS SHALL INDEMNIFY AND HOLD THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council.

7.02 Assignment.

ActionS shall not assign or transfer any of its rights under this Agreement without the prior written consent of the City Council. ActionS herein is an independent contractor and not the agent or employee of the City of Alvin.

7.03 Failure to Exercise Rights.

Failure by the City to exercise any of its rights arising hereunder by reason of any act of ActionS hereunder shall not be deemed a waiver of any subsequent act, similar or dissimilar by ActionS.

7.04 Notices.

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

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511

ActionS, Inc. of Brazoria County
Executive Director
1524 E. Mulberry, Suite 135
Angleton, Texas 77515

7.05 Applicable Laws.

ActionS covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to or touching upon its operations within and upon the Senior Citizens Center.

7.06 Licenses and Permits.

ActionS shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

7.07 Entire Agreement.

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

7.08 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the ActionS in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

7.09 Remedies Cumulative.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or ActionS, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

7.10 Place of Performance.

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.

7.11 Benefits.

This Agreement is made for the sole and exclusive benefit of the City and ActionS, their successors and assigns, and is not made for the benefit of any third party.

7.12 Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

7.13 Successors and Assigns.

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

7.14 Captions.

The captions of the articles and sections of this Agreement are inserted for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

ActionS, Inc. of Brazoria County

CITY OF ALVIN, TEXAS

By: _____
Name: Breah Knape
Title: Executive Director

By: _____
Paul A. Horn, Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name: Marianne Stavinoha
Title: Board Chairperson

By: _____
Dixie Roberts, City Secretary

ActionS, Inc. of Brazoria County
Use Agreement

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

THIS USE AGREEMENT (the "Agreement") is made and entered into on this the 6th day of June 2019, by and between the **CITY OF ALVIN**, a home-rule city and municipal corporation of the State of Texas (the "City"), and **ActionS, INC. OF BRAZORIA COUNTY**, ("ActionS"), a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of a Senior Citizens Center facility located at 309 West Sealy, Alvin, Texas; and

WHEREAS, ActionS offers and conducts programs and activities for Senior Citizens; and

WHEREAS, both the City and ActionS agree that it would be mutually beneficial for ActionS to conduct programs and activities for senior citizens at the City's Senior Citizens Center; and

WHEREAS, the parties desire to establish the terms of their agreement;

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

ARTICLE I

DEFINITIONS

"ActionS" means ActionS, Inc. of Brazoria County, a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which has been established to plan and coordinate services for senior citizens of ages sixty (60) years and older.

"City" is defined in the preamble hereof and includes its successors and assigns.

"City Manager" means the City Manager of the City of Alvin or designee.

“Senior Citizen(s)” means a person who is fifty (50) years of age or older and his/her spouse of any age as long as one spouse is fifty (50) years of age or older.

“Senior Citizens Center” means the City’s approximate 10,000 square foot facility located at 309 West Sealy, Alvin, Texas consisting of meeting rooms and serving areas.

“Senior Citizens Center Rules” means the Rules and Regulations for Operation and Use of Alvin Senior Citizens Center and in effect as of the date of this agreement.

ARTICLE II.

USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

ActionS shall provide programs and activities for senior citizens in the Alvin area and is authorized to use the Senior Citizens Center solely for that purpose.

ActionS shall be allowed to use those areas of the Senior Citizens Center specified in writing by the City Manager to conduct senior citizen programs and activities. The City Manager shall determine the days and times that ActionS shall be authorized to use the Senior Citizens Center.

ActionS shall comply with the Senior Citizens Center Rules. The City understands that persons must meet the guidelines of ActionS in order to participate in the programs/activities. ActionS’ use of the Senior Citizens Center is expressly conditioned upon its strict compliance with the laws, rules and regulations governing the operation of the Senior Citizens Center and that of ActionS.

2.02 Maintenance.

ActionS agrees that it will maintain the Senior Citizens Center in a clean condition.

ActionS agrees to provide all supplies (trash bags, paper towels, cleaning supplies, etc.) needed to maintain the Senior Citizens Center. ActionS shall sweep, mop the floor and remove all trash to the designated dumpster prior to leaving each day.

ActionS agrees to accept the Senior Citizens Center in its present condition, and admits its suitability and sufficiency for the use proposed to be made thereof by ActionS. The City is not required to make any improvements, modifications, repairs or restoration to the Senior Citizens Center or any improvements located thereon.

ActionS shall not place any improvements on or at the Senior Citizens Center without written approval of the City Manager. The City shall be responsible for the utilities furnished to the Senior Citizens Center.

2.03 No Waste, Nuisance or Unlawful Use.

ActionS shall not commit, or allow to be committed, any waste on or at the Senior Citizens Center; nor shall ActionS create or allow any nuisance or unsafe condition to exist on or at the Senior Citizens Center.

ActionS shall not use or allow the Senior Citizens Center to be used for any unlawful purpose.

ActionS shall immediately report any type of breakage or facility maintenance problems to the building supervisor.

2.04 Right of Entry.

The City may enter upon the Senior Citizens Center at any time for any purpose necessary, incidental to or connected with ActionS' use of the Senior Citizens Center or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a cause of action for damages against the City.

2.05 Security Measures.

ActionS shall comply with the City's security requirements with respect to the Senior Citizens Center.

ARTICLE III.

TERM AND TERMINATION

3.01 Term.

The term of this Agreement shall be deemed to have commenced on August 1, 2019, and shall end on August 1, 2021, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval.

3.02 Termination.

This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to termination.

ARTICLE IV. CONSIDERATION

ActionS understands and agrees that the City's operation and maintenance of a senior citizens' center constitutes a governmental function. The consideration for this Agreement are the programs and activities that ActionS will conduct for the senior citizens in the Alvin area. In exchange, the City will provide the Senior Citizens Center for that purpose.

ARTICLE V. INSURANCE

ActionS agrees that at its sole cost it will procure, within ten (10) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the Senior Citizens Center of the type(s) and limit(s) set forth below:

COVERAGE

Commercial General Liability
(i) Products/completed operations
(ii) Personal and advertising injury
(iii) Fire Damage

Comprehensive Automobile Liability
(i) owned/leased vehicle
(ii) non-owned vehicles
(iii) hired automobiles

Workers Compensation

LIABILITY

Combined single limit for
bodily injury and property
damage of \$500,000 per person.
General Aggregate of \$1,000,000
(not including products/completed
operations)

Combined single limit for bodily
injury and property damage of
\$1,000,000 per occurrence

Statutory requirements per state law

Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death or property damage, the City shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction and

injury, to City-owned or leased property and City personnel, caused by or resulting from work, acts or omissions of ActionS, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to and shall not make the City a partner or joint venturer with ActionS in its operations at the Senior Citizens Center.

ActionS shall furnish the City with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been furnished to the City, a certificate of coverage certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas and on forms approved by the Insurance Commission of the State of Texas and shall be performable in the State of Texas, County of Brazoria.

All the insurance required to be carried by ActionS hereunder shall be by policies which shall require on their face, or by endorsement, ten (10) days' written notice to the City before they may be cancelled and within which ten (10) day period ActionS covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof.

Failure or refusal of ActionS to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

ARTICLE VI.

INDEMNIFICATION

ActionS SHALL INDEMNIFY AND HOLD THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council.

7.02 Assignment.

ActionS shall not assign or transfer any of its rights under this Agreement without the prior written consent of the City Council. ActionS herein is an independent contractor and not the agent or employee of the City of Alvin.

7.03 Failure to Exercise Rights.

Failure by the City to exercise any of its rights arising hereunder by reason of any act of ActionS hereunder shall not be deemed a waiver of any subsequent act, similar or dissimilar by ActionS.

7.04 Notices.

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

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511

ActionS, Inc. of Brazoria County
Executive Director
1524 E. Mulberry, Suite 135
Angleton, Texas 77515

7.05 Applicable Laws.

ActionS covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to or touching upon its operations within and upon the Senior Citizens Center.

7.06 Licenses and Permits.

ActionS shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

7.07 Entire Agreement.

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

7.08 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the ActionS in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

7.09 Remedies Cumulative.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or ActionS, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

7.10 Place of Performance.

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.

7.11 Benefits.

This Agreement is made for the sole and exclusive benefit of the City and ActionS, their successors and assigns, and is not made for the benefit of any third party.

7.12 Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

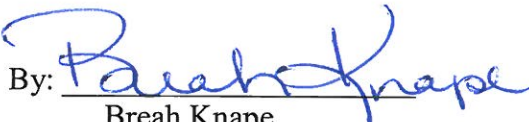
7.13 Successors and Assigns.

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

7.14 Captions.

The captions of the articles and sections of this Agreement are inserted for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

ActionS, Inc. of Brazoria County

By: 
Breah Knape
Executive Director

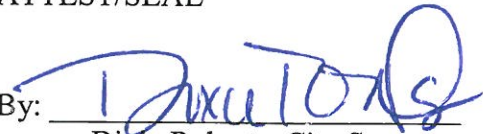
CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor

ATTEST/SEAL

By: 
Dottie Cornett
Board Chairperson

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Legal Department

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider a Funding Agreement with ActionS, Inc. for a shuttle bus purchased in 2020 through a Brazoria County Community Development Block Grant and funding from the City of Alvin for the purpose of transporting senior citizens to approved locations within the City of Alvin; 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: In 2020, ActionS had the opportunity to receive, and did receive, a Community Block Development Grant (“CBDG”) from Brazoria County for the purchase of a shuttle bus to assist with the transportation of needy senior Brazoria County residents. On May 5, 2020, the City provided ActionS with \$32,000 to be used in conjunction with the CBDG Grant from Brazoria County to purchase a properly equipped shuttle bus with wheelchair abilities (“Shuttle Bus”), for the purpose of transporting senior citizens to approved locations within the City of Alvin. ActionS purchased the Shuttle Bus on or about May 22, 2020.

ActionS agreed to provide for the employment of drivers, their training, vehicle operation, the care and maintenance of the vehicle, fuel, and insurance for the Shuttle Bus, and to provide signage on the rear of the Shuttle Bus or other prominent vehicle location, indicating that Brazoria County and the City of Alvin provided funding for the Shuttle Bus.

This Funding Agreement memorializes the agreement between ActionS, Inc. and the City of Alvin. Staff recommends approval of the Funding Agreement with ActionS.

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:** 7/12/2021 SLH

Supporting documents attached:

- Shuttle Bus Funding Agreement

Recommendation: Move to approve a Funding Agreement with ActionS, Inc. for a shuttle bus purchased in 2020 through a Brazoria County Community Development Block Grant and funding from the City of Alvin for the purpose of transporting senior citizens to approved locations within the City of Alvin; and authorize the City Manager to sign the Agreement upon legal review.

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

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

SHUTTLE BUS FUNDING AGREEMENT

This Agreement is entered into by and between the **CITY OF ALVIN, TEXAS** (the “City”), a home rule municipal corporation organized under the laws of the State of Texas, and **ACTIONS, INC. OF BRAZORIA COUNTY** (“ActionS”), a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of a Senior Citizens Center facility located at 309 West Sealy, Alvin, Texas; and

WHEREAS, the City has a current agreement with ActionS to conduct programs and activities for Senior Citizens at the City’s Senior Citizens Center; and

WHEREAS, ActionS had the opportunity to receive, and did receive, a Community Block Development Grant (“CBDG”) from Brazoria County for the purchase of a shuttle bus to assist with the transportation of needy senior Brazoria County residents; and

WHEREAS, the City agreed to allocate funds, and did provide funds to ActionS to help fund the purchase of a shuttle bus for to assist the City’s transportation of its senior residents;

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

1. The City provided ActionS with \$32,000 on May 5, 2020, to be used in conjunction with the CDBG Grant from Brazoria County to purchase a properly equipped shuttle bus with wheelchair abilities (“Shuttle Bus”), for the purpose of transporting senior citizens to approved locations within the City of Alvin and with ActionS’ jurisdiction. ActionS purchased the Shuttle Bus on or about May 22, 2020.

2. The City agreed that ActionS could apply any remaining funds after the purchase to ActionS programs benefitting the City of Alvin’s senior citizens.

3. ActionS agreed to provide for the employment of drivers, their training, vehicle

operation, the care and maintenance of the vehicle, fuel, and insurance for the Shuttle Bus.

4. The City has agreed to assist in the promotion, advertisement, and informational distribution of this transportation system and other senior programs/services offered by ActionS, through its website, distributed documents, and social media platform.

5. In addition to the ActionS logo, ActionS agreed to provide signage to be displayed on the rear of the Shuttle Bus or other prominent vehicle location, indicating that Brazoria County and the City of Alvin provided funding for the Shuttle Bus.

6. In accordance with the ActionS agreement with Brazoria County, ActionS agrees to maintain and provide records, including descriptions of activities taken to demonstrate applicability with CDBG program and use of the Shuttle Bus acquired with CDBG assistance, to include the individuals and trips/locations to which seniors were transported to the City's Director of Parks and Recreation, quarterly, or upon request.

7. ActionS agrees that at its sole cost it will procure and maintain comprehensive automobile liability insurance, with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence, and shall furnish the City with copies of all policies evidencing such coverage.

8. The term of this Agreement shall be deemed to have commenced on May 5, 2020, the date the City provided the funds to ActionS, and shall end on May 31, 2025. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which ActionS remains in control of the Shuttle Bus.

9. ActionS shall not assign or transfer any of its rights under this Agreement without the prior written consent of the City Council. ActionS herein is an independent contractor and not the agent or employee of the City of Alvin.

EXECUTED as of the last date indicated below:

CITY OF ALVIN, TEXAS

ACTIONS, INC. OF BRAZORIA COUNTY

By: _____
Junru Roland
City Manager

By: _____
Breah Knape
Executive Director

Date: _____

Date: _____



AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Economic Development

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider the Second 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 October 17, 2019, the Developer initially presented this project to Council, indicating the need for variances for this project. 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, with a variance allowing 24 units in the main building, instead of 10 as allowed by ordinance,

In August 2020, the parties entered into the First Amended Agreement, to allow the developer new commitment dates due to the extended schedule of closing their financing through the U.S. Department of Housing and Urban Development (HUD).

This Second Amended Agreement provides for the following:

- a new deadline of July 15, 2021 to deliver a certified copy of the recorded deed to the City;
- allowing for a variance to the City ordinances to allow for 32 units in the clubhouse building portion of the project instead of the initial 24 requested, thereby increasing the total number of units from 122 to 132); and
- allowing for at least 50% of the exterior walls to be brick, stone or masonry (City ordinance requires at least 80%)

All development requirements of the original 380 Agreement will be met.

This item was presented to City Council on May 20, 2021 and tabled with City Council members asking for updated drawings of this development be provided to City Council. The item was brought back for consideration at the June 3, 2021, in hopes that the drawings would be provided. City Council took no action at this meeting. The updated drawings have been provided in your packet.

Staff recommends approval of the Second 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:** 5/5/2021 SLH

Supporting documents attached:

- Second Amended Agreement with Exhibits
 - Request Letter
 - Elevation Drawings
-

Recommendation: Move to approve the Second 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 City Attorney, if applicable ☒

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

SECOND AMENDED AGREEMENT

This Second 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, which Original Agreement was amended by that certain First Amended Agreement dated on or about August 3, 2020 (the “First Amended Agreement;” the Original Agreement and the First Amended Agreement are collectively referred to herein as the “Agreement”); and

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 proposed including new improvements on the Property, a 9.94-acre site inside the Cline Crossing Development, located on State Highway 6, just east of Bypass 35, to enhance the project that will include greenspace, a detention lake, and a 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 the 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 the Agreement; and

WHEREAS, the 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; and

WHEREAS, the Company has requested additional modifications to the Agreement; and

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

WHEREAS, the City and the Company desire to amend and restate the Agreement in connection with the proposed construction of the Class A apartment development as more particularly described herein;

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 and restate Paragraphs 1 through 15 in the Original Agreement in their entirety as follows:

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 by March 15th of 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 Second Amended Agreement shall be effective as of the date of its execution as set forth below (the “Effective Date”) and terminate three (3) years from the 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 Second Amended Agreement, including a termination for default by the Company.

3. The Company covenants and agrees to deliver to the City Manager a certified copy of the recorded deed to the Property (the “Deed”), within 30 days of recordation. For purposes of this Second Amended Agreement, “Record Date” shall mean the date that the Deed is delivered by the Company to the City Manager. Thereafter, the Company covenants and agrees that the 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. No City permits will be issued until the City receives the recorded deed.

The parties agree that the construction of the Improvements on the Property shall be completed 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 Second Amended Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in herein, the City may terminate this Second Amended Agreement. If this Second Amended Agreement is terminated by the City for a violation by Company under this Second Amended 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 that it will not seek additional remedies or damages from Company for violations of 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 2 herein, 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 Second Amended Agreement and terminate this Second Amended 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement.

9. Any notice provided or permitted to be given under this Second Amended Agreement must be in writing and may be served by (a) 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 (b) by delivering the same in person to such party; or (c) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (d) 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 Second Amended 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 Second Amended 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 Second Amended Agreement, this Second Amended 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 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 Second Amended 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 Second Amended 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 Second Amended 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 Second Amended Agreement shall be deemed to be independent of and severable from the remainder of this Second Amended Agreement, and the validity of the remaining parts of this Second Amended 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 Second Amended 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 Second Amended Agreement.

IN TESTIMONY OF WHICH, THIS SECOND AMENDED AGREEMENT has been executed by the Mayor on this 20th day of May, 2021 (the “Effective Date”) and the Company.

ATTEST:

City of Alvin, Texas

By: _____
Dixie Roberts
City Secretary

By: _____
Paul A. Horn, Mayor

Signed this the 20th day of May, 2021

ATTEST:

Cline Crossing Partners, Ltd.

By: _____

By: _____

Printed Name: _____

Printed Name: Robert C. Orr, Jr.

Title: _____

Title: President of Cline Crossing GP, LLC,
Its general partner

Signed this the _____ day of _____, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the _____ day of _____
2021, 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 _____
2021, by Robert C. Orr, J., President of Cline Crossing GP, LLC, a Texas limited liability
company, the general partner of Cline Crossing Partners, Ltd., a Texas limited partnership, on
behalf of said limited partnership.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit “A”

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 project property 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, except for any variances expressly set forth herein.
- 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 (with 32 units in the club-house building portion of the project), despite the current ordinance limiting the number of units per building at 10.
- At least fifty percent (50%) of the exterior walls of the buildings will be constructed with brick, stone or masonry, notwithstanding that the current ordinance requires at least 80%
- 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.

Presidio Equities
5400 Katy Freeway, Suite 100
Houston, Texas 77007

5.13.21

City of Alvin
c/o Michelle Segovia
Alvin City Hall
216 West Sealy
Alvin, TX 77511

Michelle

Our firm is excited to present Cline Crossing as a new 132-unit Class- A Multifamily project to be located at 2014 E. Highway 6. This project will be a mixture of apartments with private garages and walk-up 3-story apartment buildings. The club-house will have a business center, entertainment great room, coffee bar, swimming pool, outdoor kitchen, and fire pits. The interiors of the living units will have modern features, such as solid surface counter tops, stainless steel appliances, wood cabinets and modern floor plans.

We are asking the City to consider a second amendment to the previously approved 380 agreement to assist our firm in bringing this property to fruition. The current city ordinances allow for 10 units per building. The size and shape of our site has presented some constraints to our site plan, especially as it relates to our parking layout. We would like our resident's homes to be as close to their parking spaces as possible. As such, we would like to increase the number of units per building to 24 in our standard buildings, and 32 in the building that contains the club-house. This would greatly reduce the distance our residents would need to travel to and from their units on a daily basis. This would also increase the total number of proposed units for 122 to 132.

Current record high building materials pricing has forced us to consider any way that we can more efficiently bring our product to the market. The current city ordinance requires 80% of the exterior walls to be constructed with brick, stone or masonry. We believe that the desired

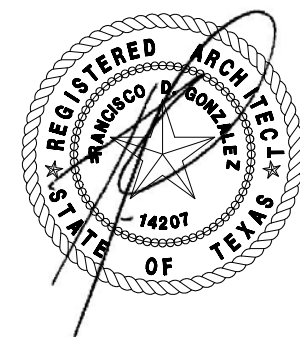
architectural aesthetic for this project can be achieved with less masonry. We would like the exterior masonry percentage requirement to be reduced to 50%.

We appreciate your consideration in this matter and welcome any feedback, questions and concerns.

Thanks,

Mike Davis

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1630 LOCKHILL SELMA
San Antonio, Texas 78213

(210) 692-0331

Cline Crossing Apartments

A Residential Community

Alvin, Texas

ISSUE:

NO.	DATE	DESCRIPTION
1	05/29/20	80% SET
2	07/27/20	REVIEW COMMENTS #1
3	10/16/20	REVIEW COMMENTS #2
4	01/08/21	PERMIT SET
5	02/26/21	OWNER REV. EXT FINISHER

CONTRACT DATE 03/02/2020

DRAWN BY CAD FILE

PROJECT NO. 224-353

SHEET NAME

BUILDING ELEVATIONS
BUILDING TYPE T1

SHEET NUMBER

AE-1

NOTES

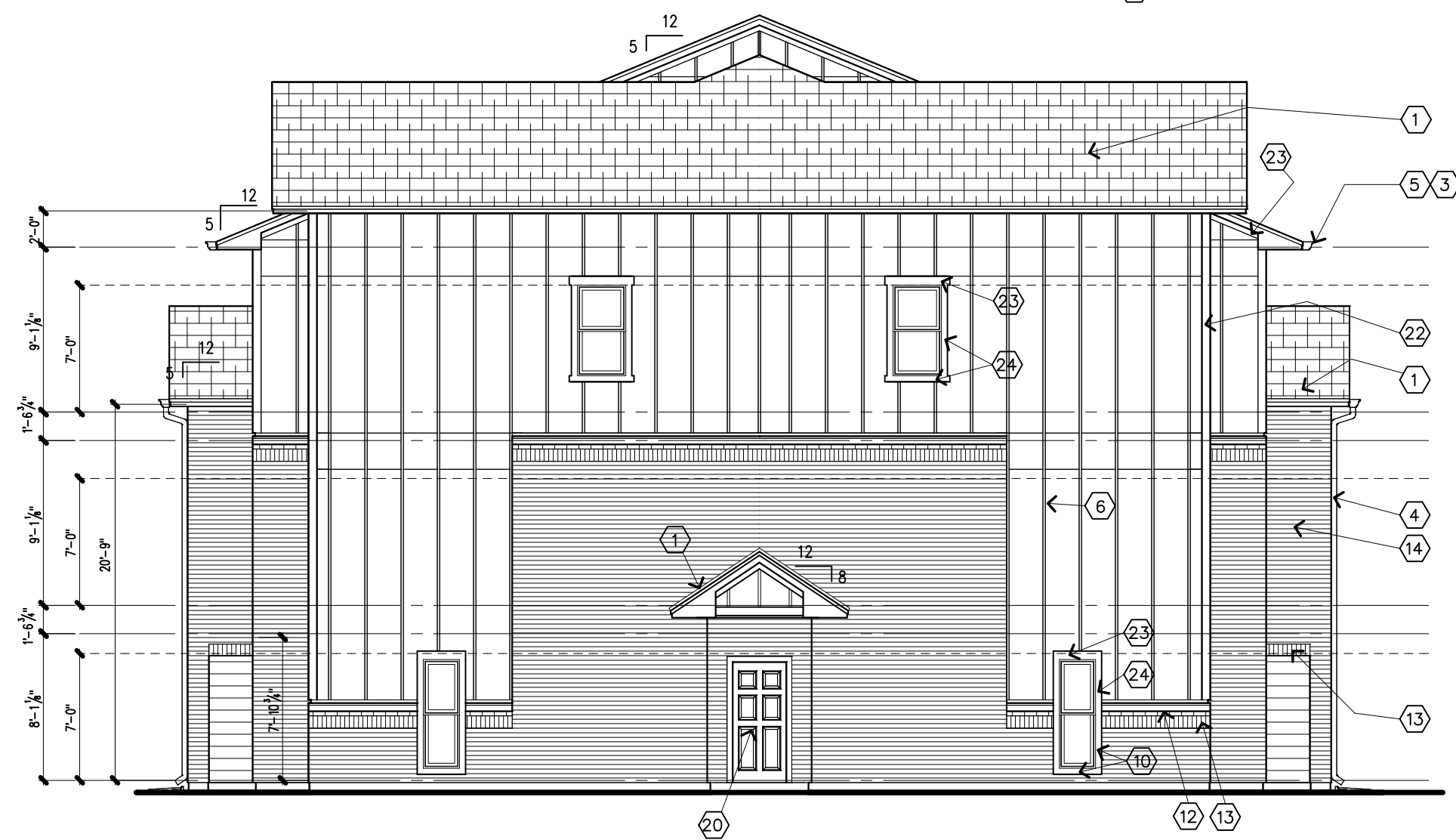
- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
- 22 OVERHEAD GARAGE DOOR. REF. DOOR SCHEDULE
- 23 2X4 / 2X6 CORNER TRIMS
- 24 2X6 TRIM
- 25 2X4 TRIM
- 26 STUCCO
- 27 7 1/4" STUCCO BAND



BUILDING TYPE T1 WEST ELEVATION

BOARD & BATTEN: 34%, SIDING: 15%, BRICK: 51%

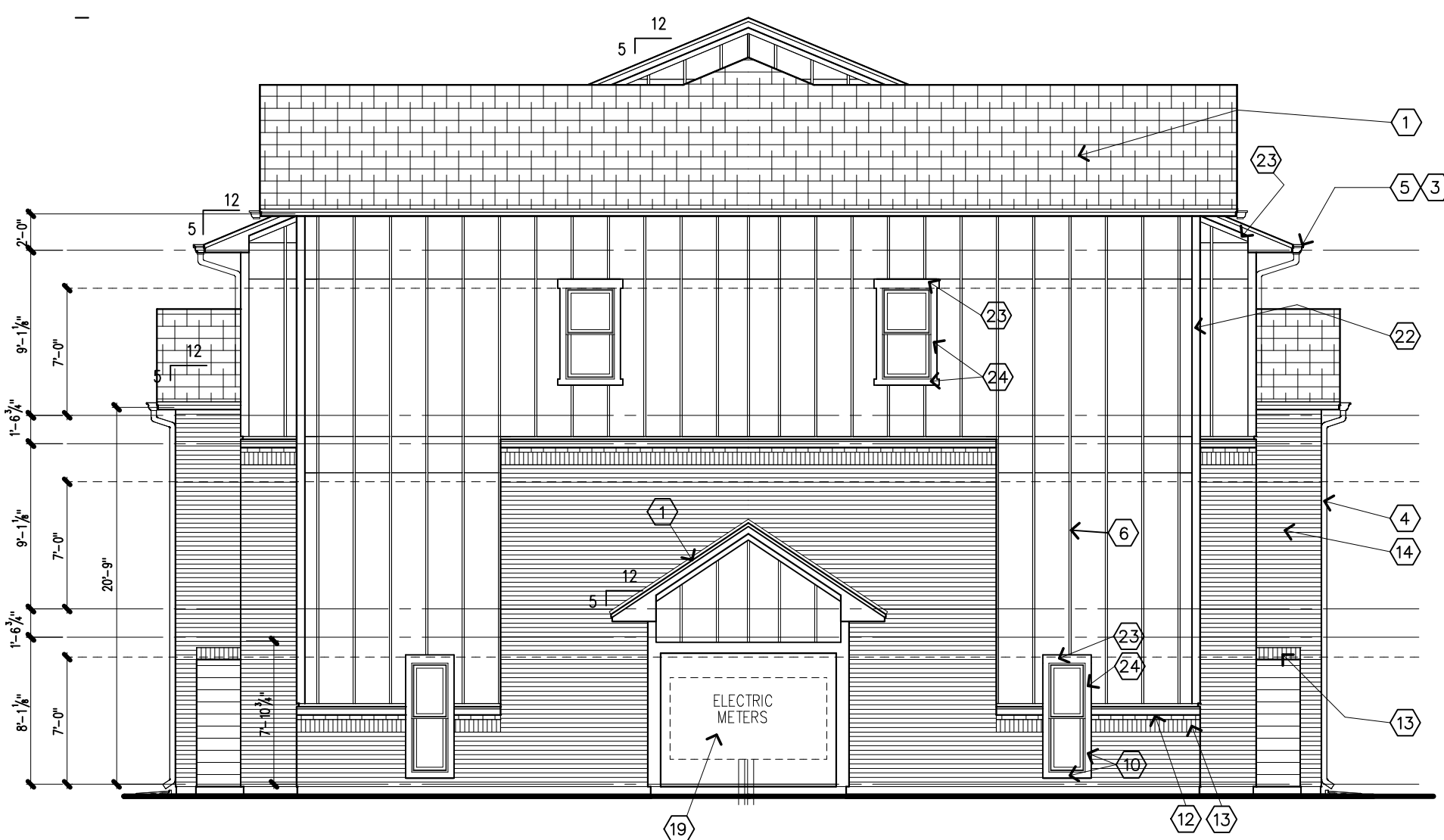
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BUILDING TYPE T1 NORTH ELEVATION

BOARD & BATTEN: 47%, SIDING: 2%, BRICK: 51%

SCALE: 1/8" = 1'-0"



BUILDING TYPE T1 SOUTH ELEVATION

BOARD & BATTEN: 47%, SIDING: 2%, BRICK: 51%

SCALE: 1/8" = 1'-0"

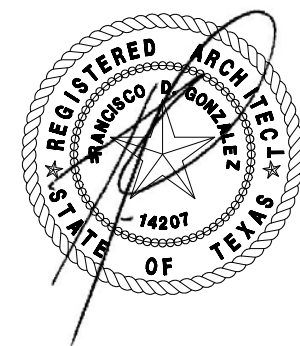


BUILDING TYPE T1 EAST ELEVATION

BOARD & BATTEN: 34%, SIDING: 15%, BRICK: 51%

SCALE: 1/8" = 1'-0"

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07/27/20



1630 LOCKHILL SELMA
San Antonio, Texas 78213

(210) 692-0331

Cline Crossing Apartments

A Residential Community

Alvin, Texas

ISSUE:

NO.	DATE	DESCRIPTION
1	05/29/20	80% SET
2	07/27/20	REVIEW COMMENTS #1
3	10/16/20	REVIEW COMMENTS #2
4	01/08/21	PERMIT SET
5	02/26/21	OWNER REV. EXT FINISHER

CONTRACT DATE 03/02/2020

DRAWN BY CAD FILE

PROJECT NO. 224-353

SHEET NAME BUILDING
BUILDING ELEVATIONS
TYPE T1 W/ MAIL

SHEET NUMBER

AE-2

NOTES

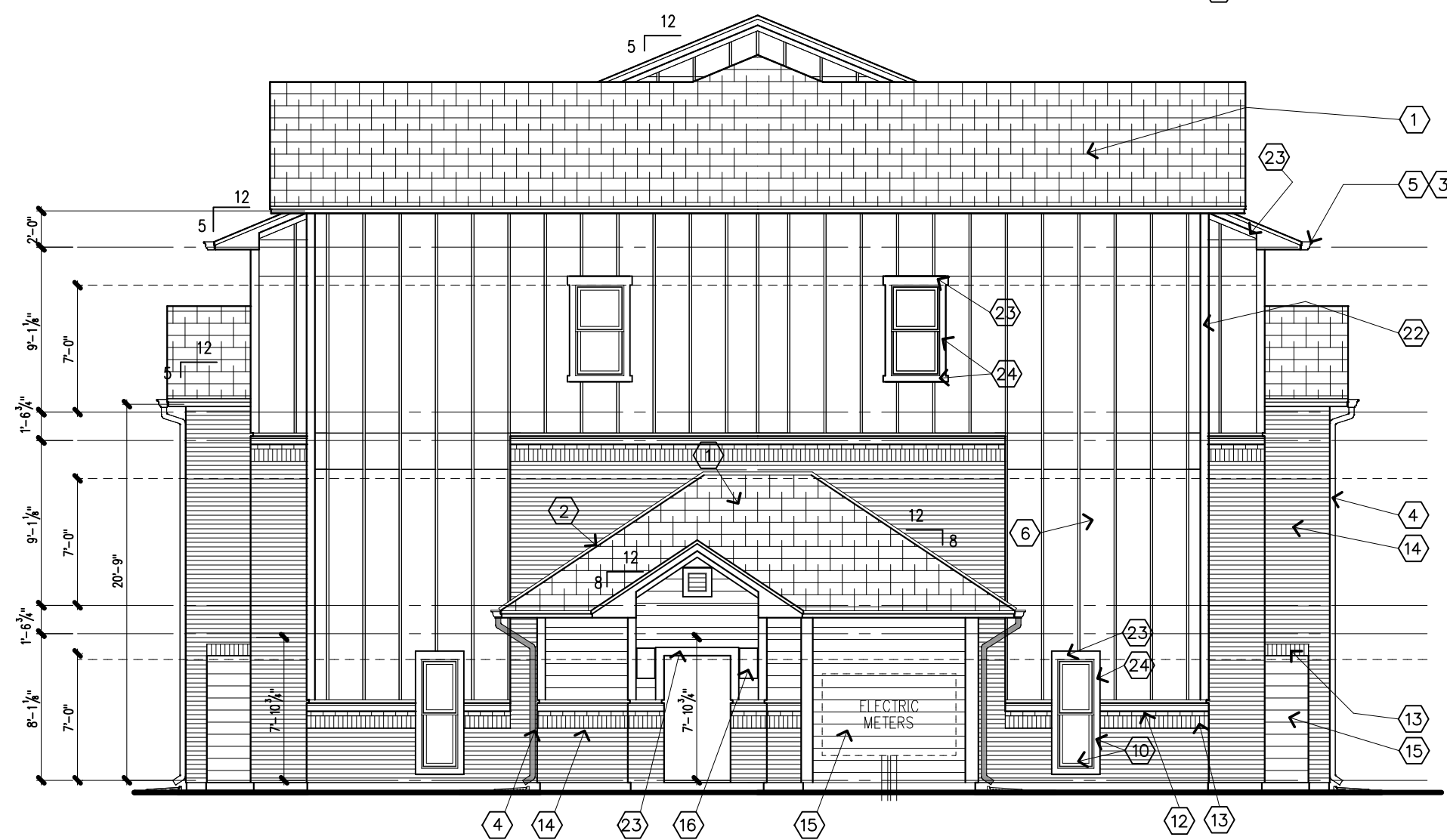
- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
- 22 OVERHEAD GARAGE DOOR.
REF. DOOR SCHEDULE
- 23 2X4 / 2X6 CORNER TRIMS
- 24 2X6 TRIM
- 25 2X4 TRIM
- 26 STUCCO
- 27 7 1/4" STUCCO BAND



BUILDING TYPE T1 W/ MAIL - EAST ELEVATION

BOARD & BATTEN: 34%, SIDING: 15%, BRICK: 51%

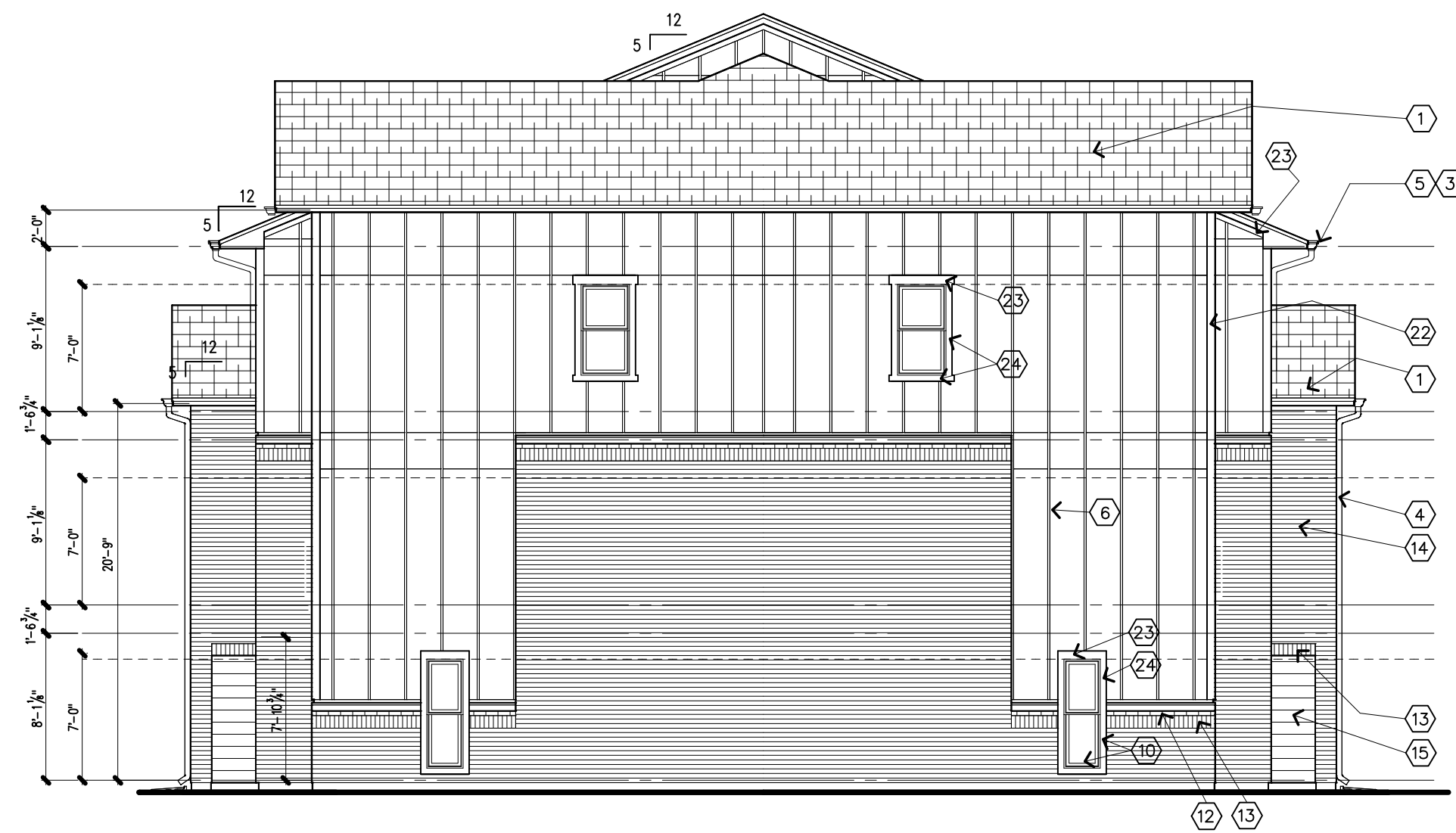
SCALE: 1/8" = 1'-0"



BUILDING TYPE T1 W/ MAIL - SOUTH ELEVATION

BOARD & BATTEN: 47%, SIDING: 2%, BRICK: 51%

SCALE: 1/8" = 1'-0"



BUILDING TYPE T1 W/ MAIL - NORTH ELEVATION

BOARD & BATTEN: 47%, SIDING: 2%, BRICK: 51%

SCALE: 1/8" = 1'-0"



BUILDING TYPE T1 W/ MAIL - WEST ELEVATION

BOARD & BATTEN: 34%, SIDING: 15%, BRICK: 51%

SCALE: 1/8" = 1'-0"



BUILDING TYPE II EAST ELEVATION

BOARD AND BATTEN: 28%, SIDING: 22%, BRICK / STUCCO: 50%

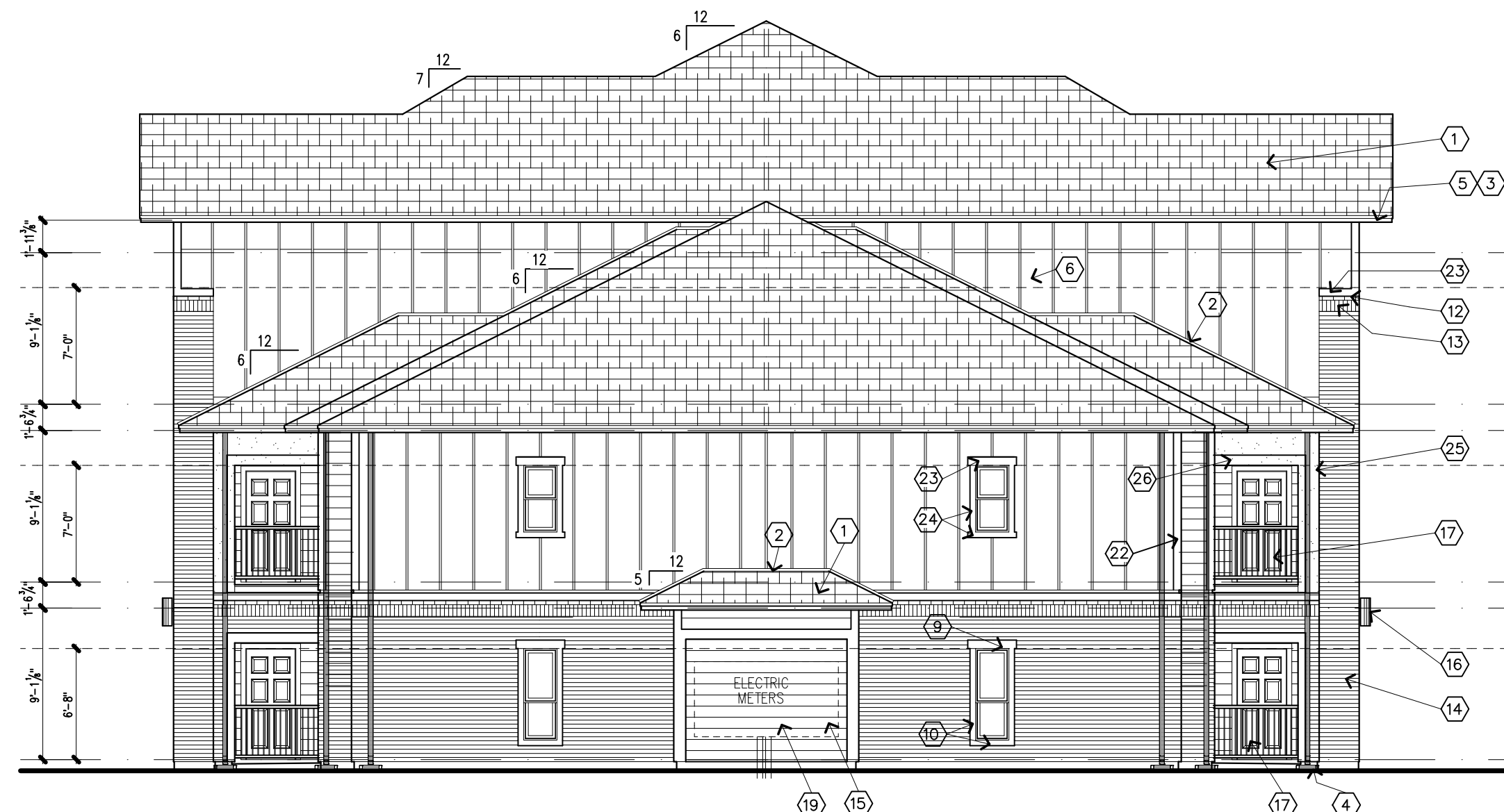
SCALE = 1/8" = 1'- 0"



BUILDING TYPE II WEST ELEVATION

BOARD AND BATTEN: 28%, SIDING: 22%, BRICK / STUCCO: 50%

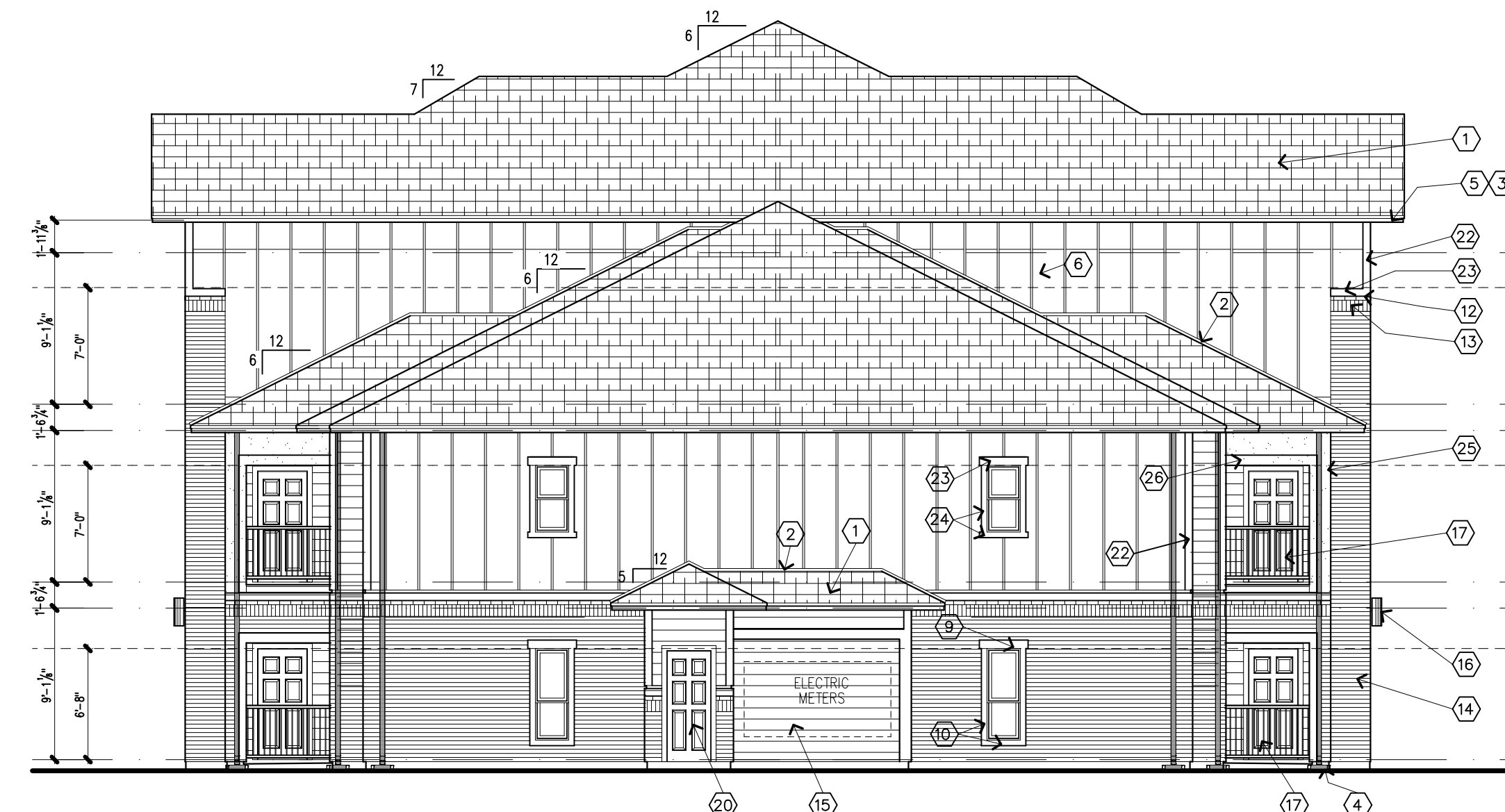
SCALE = 1/8" = 1'- 0"



BUILDING TYPE II SOUTH ELEVATION

BOARD AND BATTEN: 39%, SIDING: 11%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE II NORTH ELEVATION

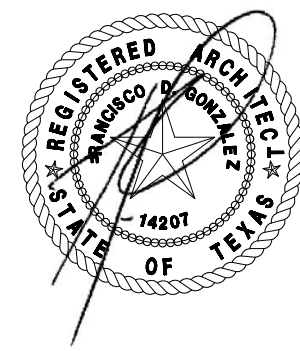
BOARD AND BATTEN: 39%, SIDING: 11%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"

NOTES

- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
- 22 OVERHEAD GARAGE DOOR, REF. DOOR SCHEDULE
- 23 2X4 / 2X6 CORNER TRIMS
- 24 2X6 TRIM
- 25 2X4 TRIM
- 26 STUCCO
- 27 7 1/4" STUCCO BAND

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07/27/20



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San Antonio, Texas 78213

(210) 692-0331

Cline Crossing Apartments

A Residential Community

Alvin, Texas

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6	03/22/21	OWNER REV. EXT FINISHER

CONTRACT DATE 03/02/2020

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PROJECT NO. 224-353

SHEET NAME

BUILDING ELEVATIONS
BUILDING TYPE II

SHEET NUMBER

AE-3



BUILDING TYPE II-G WEST ELEVATION

BOARD AND BATTEN: 28%, SIDING: 22%, BRICK / STUCCO: 50%

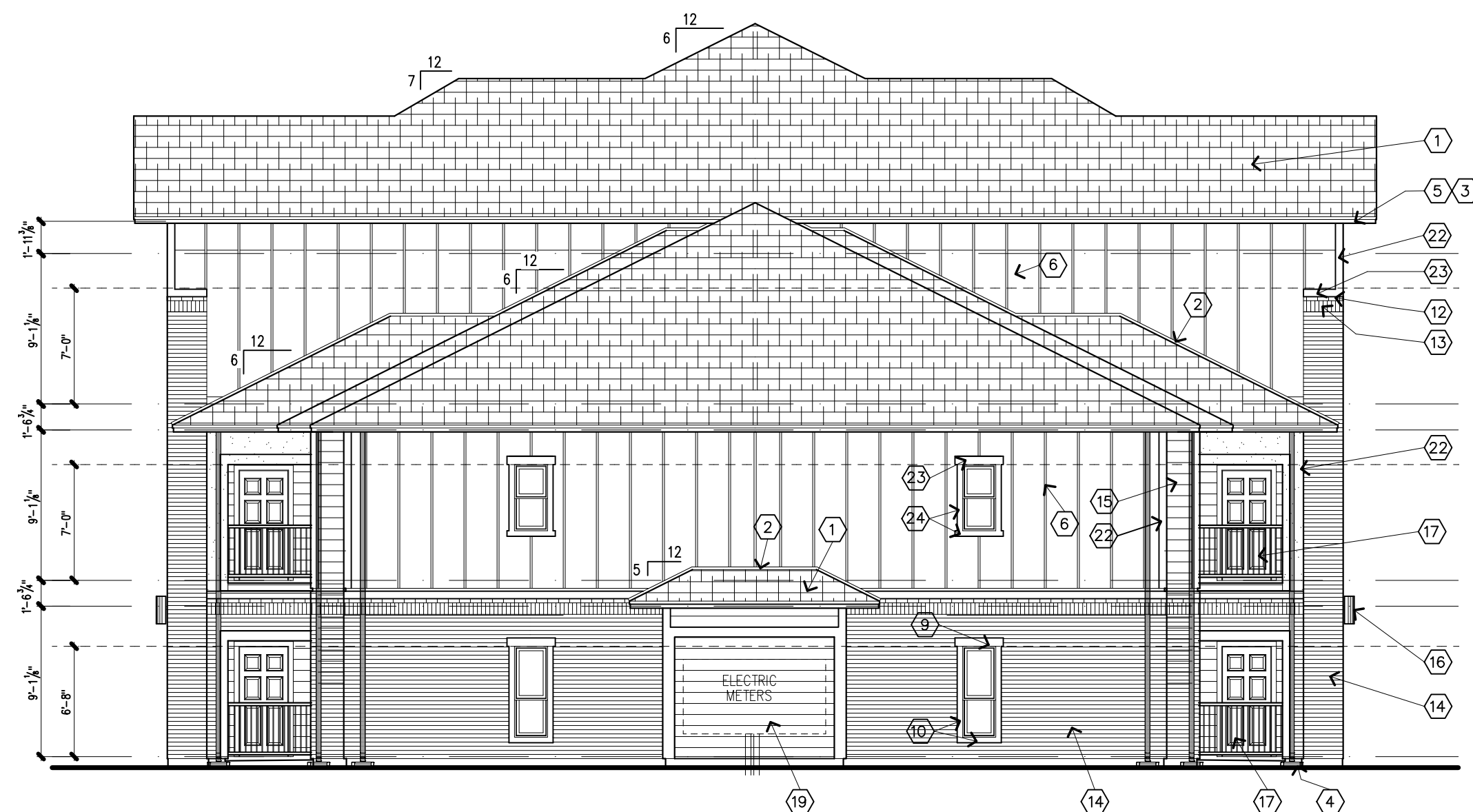
SCALE = 1/8" = 1'- 0"



BUILDING TYPE II-G EAST ELEVATION

BOARD AND BATTEN: 28%, SIDING: 22%, BRICK / STUCCO: 50%

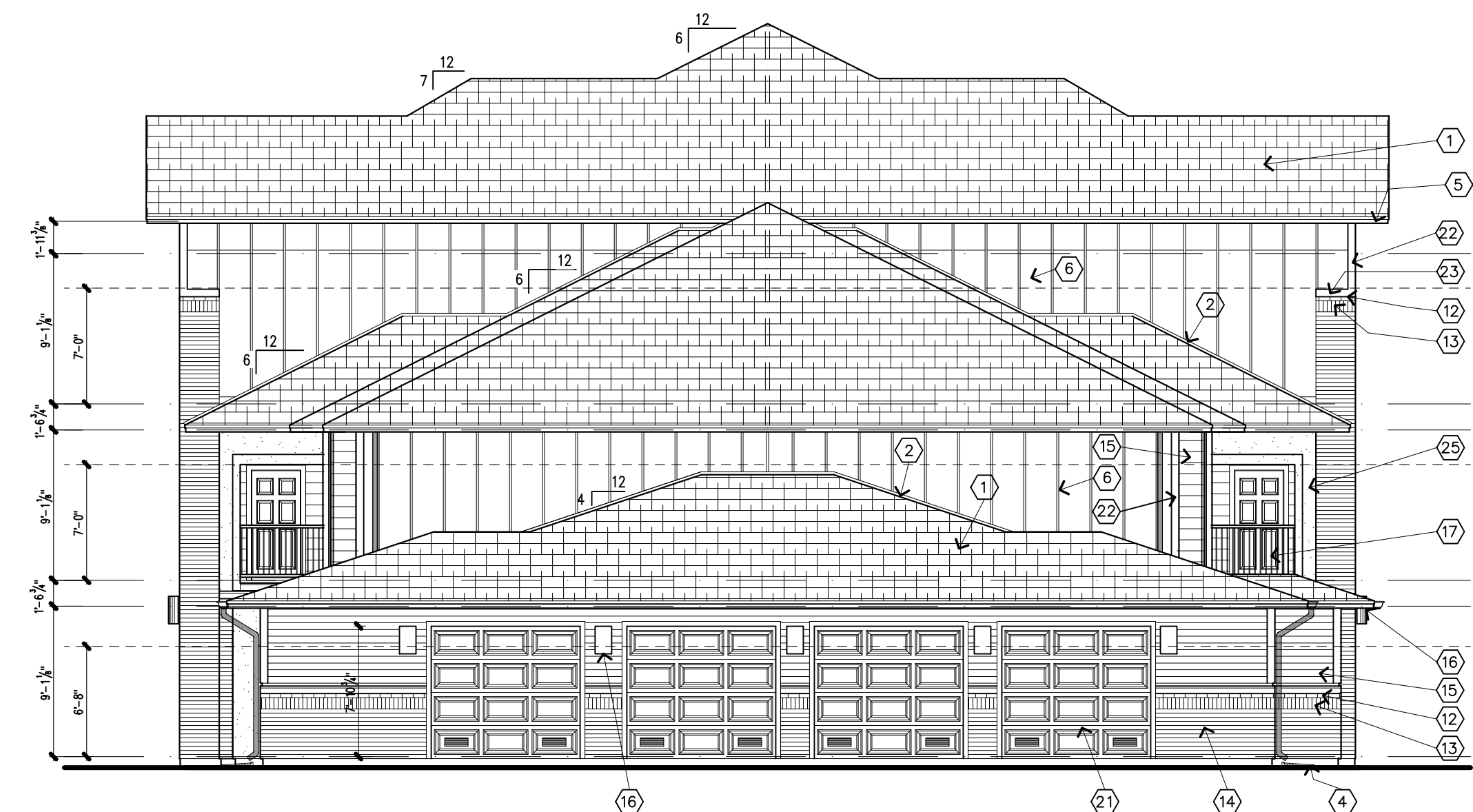
SCALE = 1/8" = 1'- 0"



BUILDING TYPE II-G NORTH ELEVATION

BOARD AND BATTEN: 39%, SIDING: 11%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE II-G - SOUTH ELEVATION

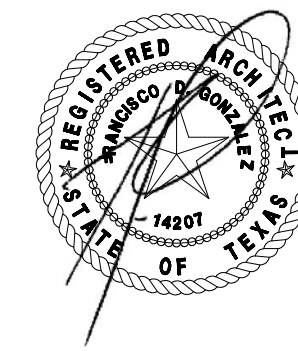
BOARD AND BATTEN: 75%, SIDING: 16%, BRICK / STUCCO: 9%

SCALE = 1/8" = 1'- 0"

NOTES

- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
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- 25 2X6 TRIM
- 26 2X4 TRIM
- 27 STUCCO
- 28 7 1/4" STUCCO BAND

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CONTRACT DATE 03/02/2020

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PROJECT NO. 224- 353

SHEET NAME
BUILDING ELEVATIONS
BUILDING TYPE II-G

SHEET NUMBER

AE-4



BUILDING TYPE III-G - EAST ELEVATION

BOARD & BATTEN: 18%, SIDING: 32%, BRICK / STUCCO: 50%

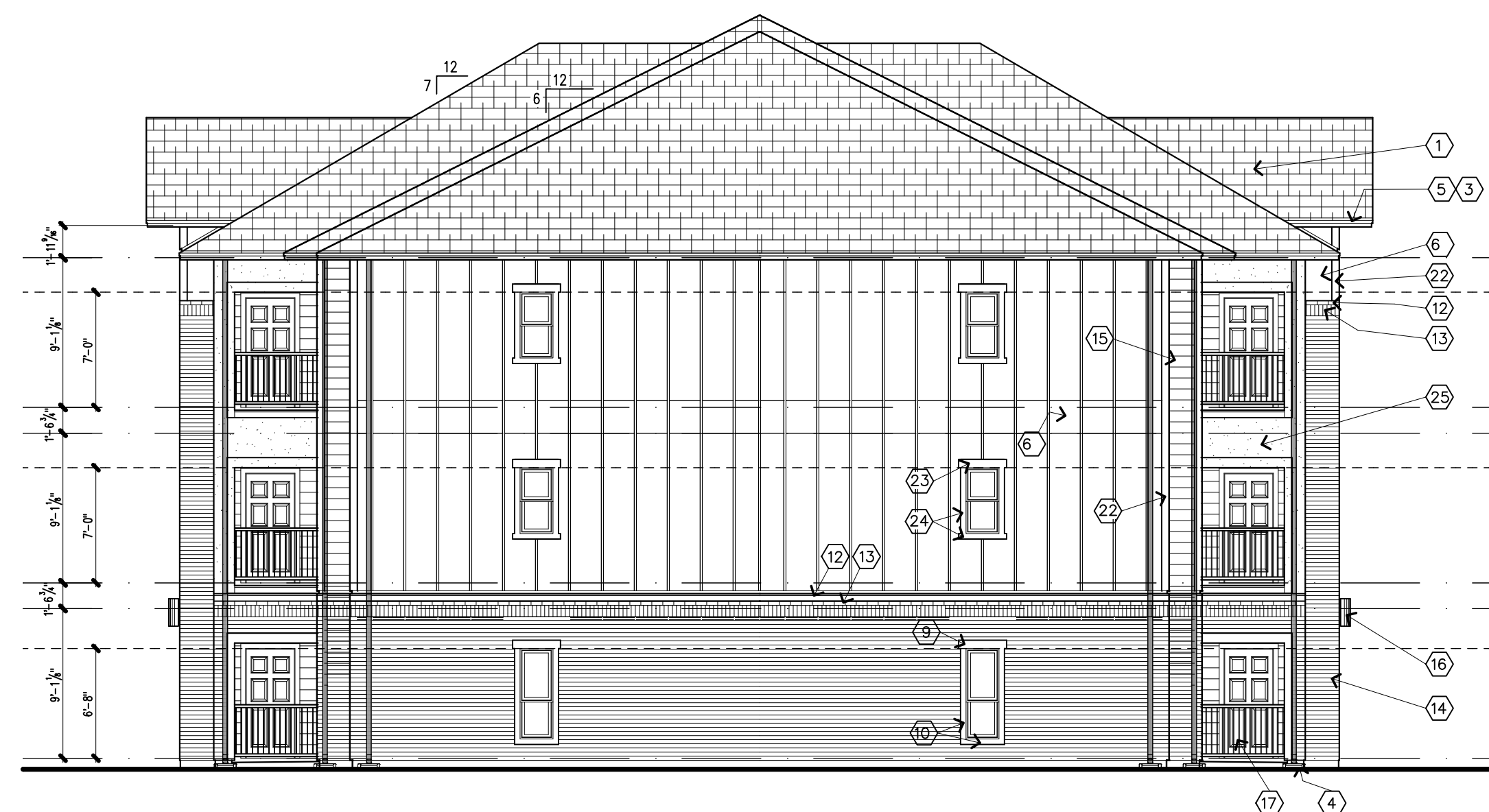
SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-G - WEST ELEVATION

BOARD & BATTEN: 18%, SIDING: 32%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-G - NORTH ELEVATION

BOARD & BATTEN: 36%, SIDING: 13%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-G - SOUTH ELEVATION

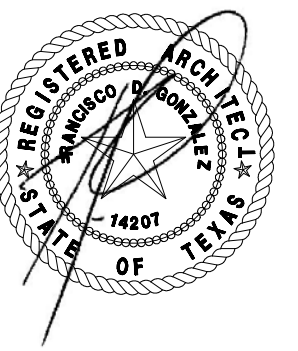
BOARD & BATTEN: 33%, SIDING: 51%, BRICK: 16%

SCALE = 1/8" = 1'- 0"

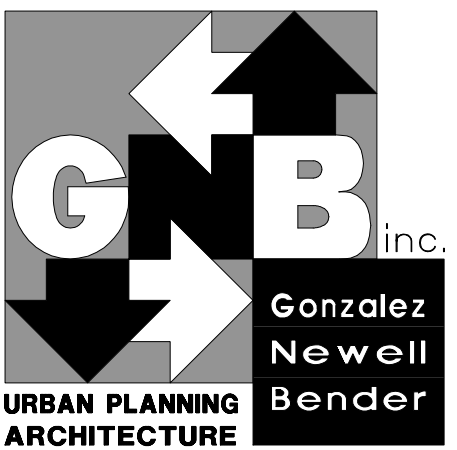
NOTES

- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
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- 26 2X4 TRIM
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PROJECT NO. 224-353

SHEET NAME

BUILDING ELEVATIONS

BUILDING TYPE III-G

SHEET NUMBER

AE-5



BUILDING TYPE III-M - EAST ELEVATION

BOARD & BATTEN: 18%, SIDING: 32%, BRICK / STUCCO: 50%

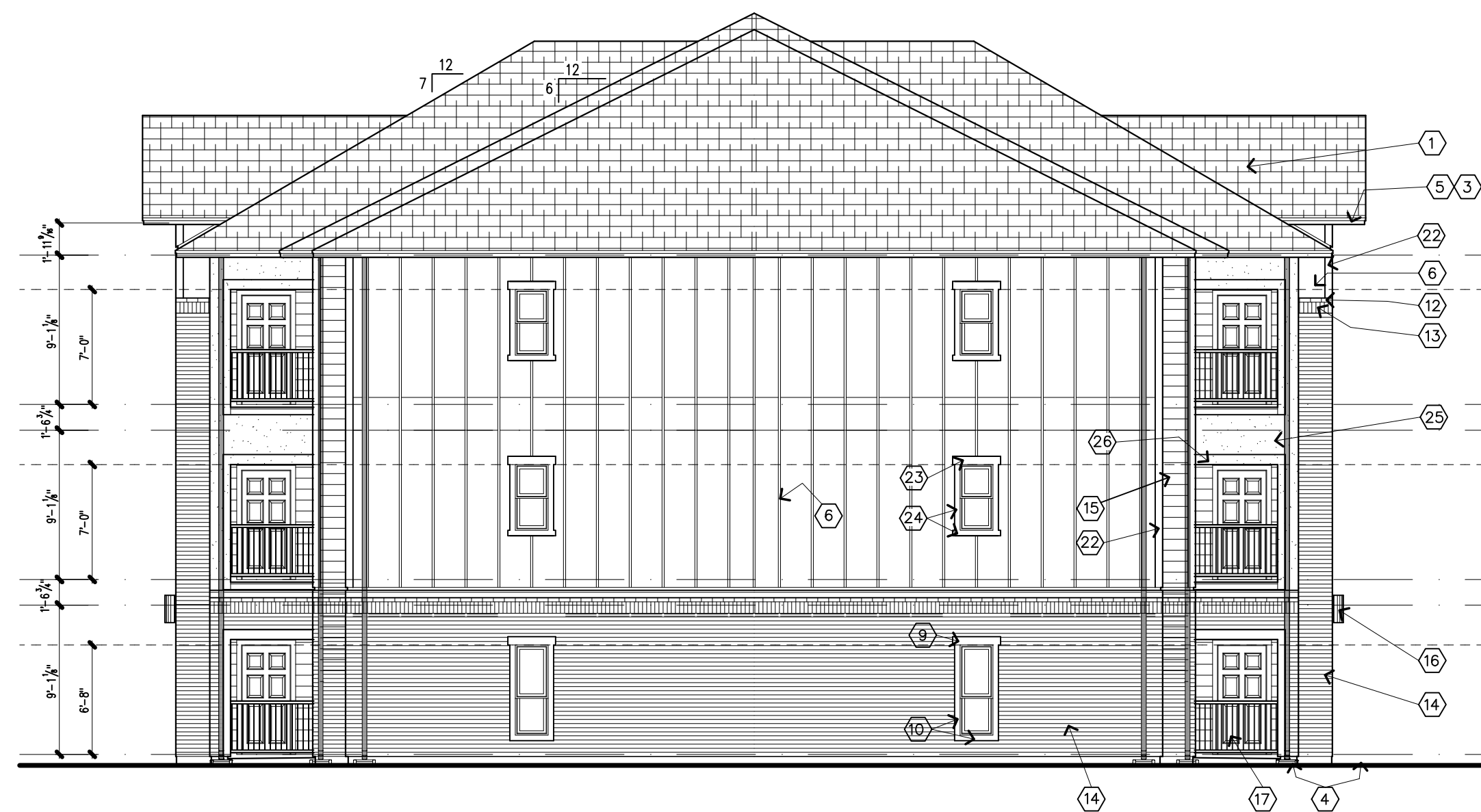
SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-M - WEST ELEVATION

BOARD & BATTEN: 18%, SIDING: 32%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-M - NORTH ELEVATION

BOARD & BATTEN: 36%, SIDING: 13%, BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE III-M - SOUTH ELEVATION

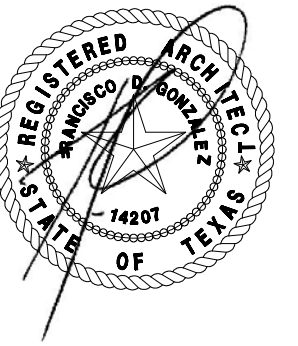
BOARD & BATTEN: 36%, SIDING: 23%, BRICK / STUCCO: 41%

SCALE = 1/8" = 1'- 0"

NOTES

- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
- 22 OVERHEAD GARAGE DOOR, REF. DOOR SCHEDULE
- 23 2X4 / 2X6 CORNER TRIMS
- 24 2X6 TRIM
- 25 2X4 TRIM
- 26 STUCCO
- 27 7 1/4" STUCCO BAND

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PROJECT NO. 224- 353

SHEET NAME

BUILDING ELEVATIONS

BUILDING TYPE III-M

SHEET NUMBER

AE-6



BUILDING TYPE IV - EAST ELEVATION

BOARD & BATTEN: 7%, SIDING: 31%, BRICK / STUCCO: 62%

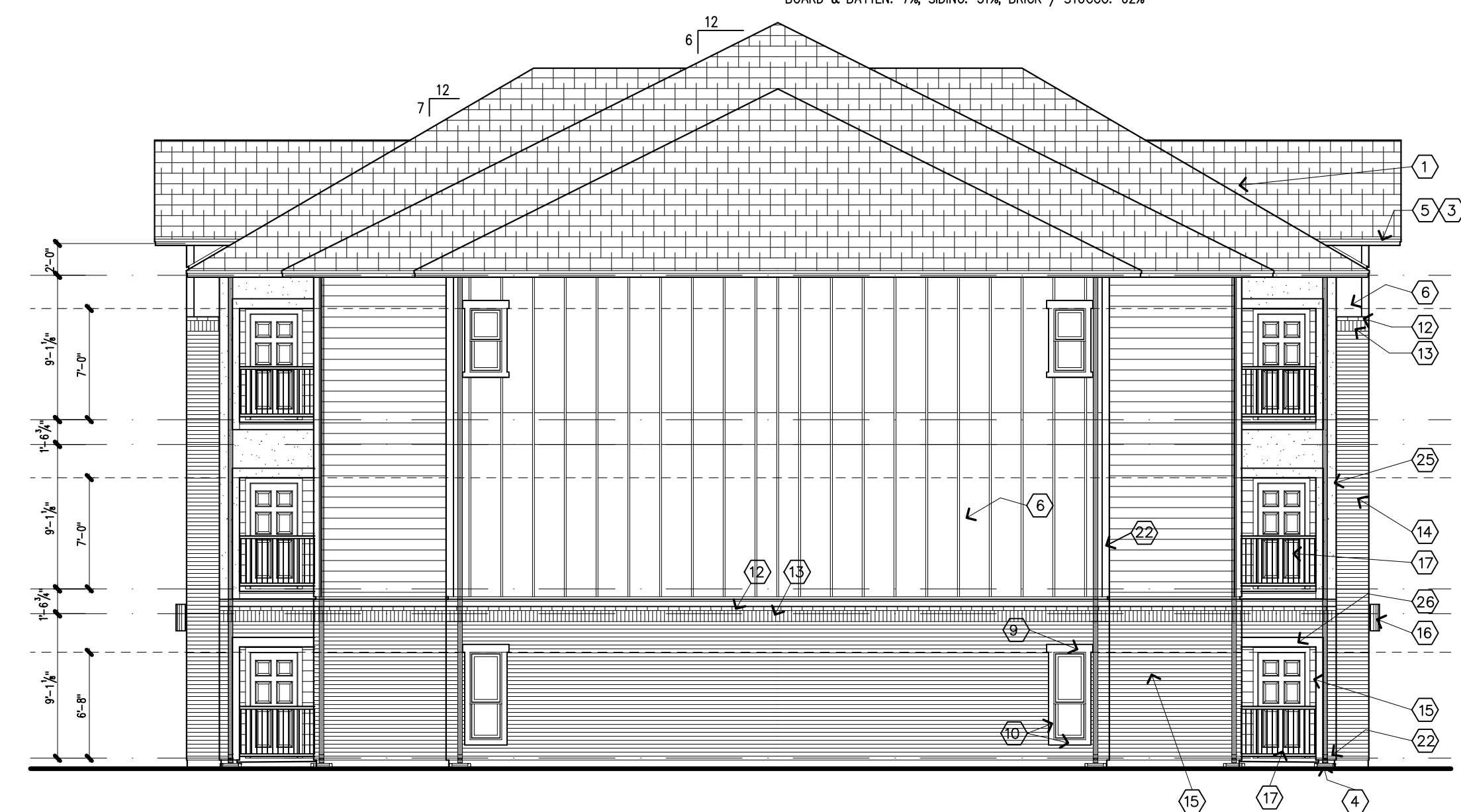
SCALE = 1/8" = 1'- 0"



BUILDING TYPE IV - WEST ELEVATION

BOARD & BATTEN: 7%, SIDING: 31%, BRICK / STUCCO: 62%

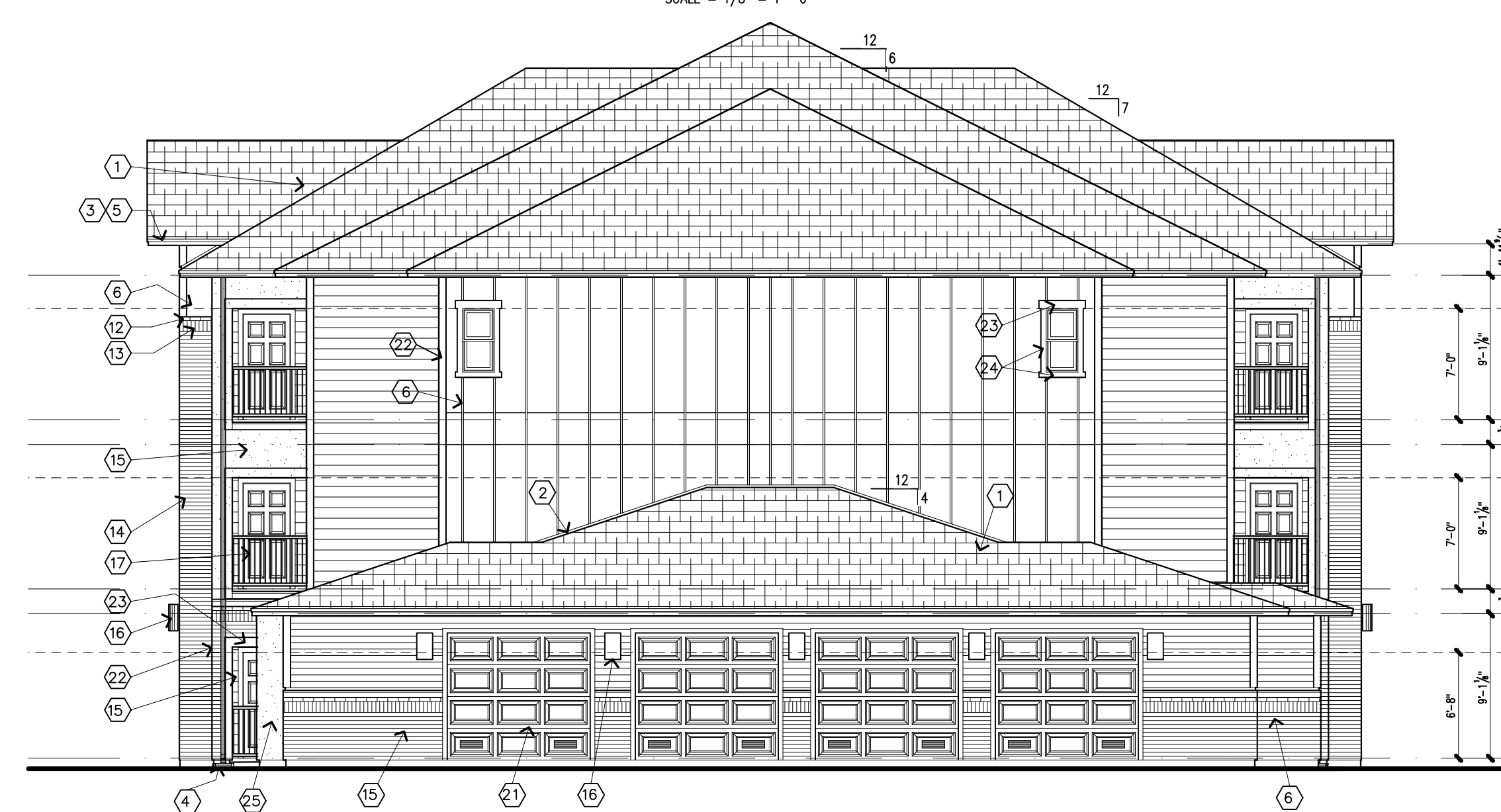
SCALE = 1/8" = 1'- 0"



BUILDING TYPE IV - NORTH ELEVATION

BOARD & BATTEN: 36%, SIDING: 11%, BRICK / STUCCO: 53%

SCALE = 1/8" = 1'- 0"



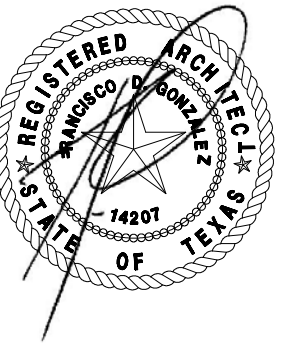
BUILDING TYPE IV - SOUTH ELEVATION

BOARD & BATTEN: 28%, SIDING: 56%, BRICK / STUCCO: 16%

NOTES

1. DIMENSIONAL COMPOSITION
2. SHINGLE ROOF
3. FLASHING
4. GUTTER
5. DOWNSPOUT W/ SPLASH BLOCK
6. 2X6 FASCIA W/ DRIP TRIM
7. BOARD & BATTEN SIDING
8. 2X8 TRIM
9. STANDING SEAM METAL ROOF
10. 6" x 1 1/2" STUCCO BAND / TRIM
11. 4" x 1 1/2" STUCCO BAND / TRIM
12. GABLE METAL END VENT
13. CULTURED BRICK RUNNING BOND
14. CULTURED BRICK SOLDIER COURSE
15. CULTURED BRICK VENEER
16. CEMENT FIBER BOARD LAP SIDING
17. LIGHT FIXTURE
18. METAL GUARDRAIL
19. METAL STAIR W/ CONCRETE TREADS
20. METER SHED
21. RISER ROOM
22. OVERHEAD GARAGE DOOR
23. REF. DOOR SCHEDULE
24. 2X4 / 2X6 CORNER TRIMS
25. 2X6 TRIM
26. 2X4 TRIM
27. STUCCO
28. 7 1/4" STUCCO BAND

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CONTRACT DATE 03/02/2020

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PROJECT NO. 224-353

SHEET NAME

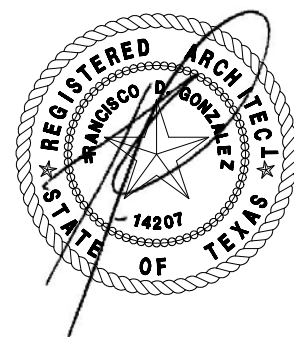
BUILDING ELEVATIONS

BUILDING TYPE IV

SHEET NUMBER

AE-7

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CONTRACT DATE 03/02/2020

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PROJECT NO. 224-353

SHEET NAME
BUILDING ELEVATIONS
BUILDING TYPE V

SHEET NUMBER

AE-8



BUILDING TYPE V - SOUTH ELEVATION

BOARD AND BATTEN: 17% SIDING: 33% BRICK/ STUCCO: 50%

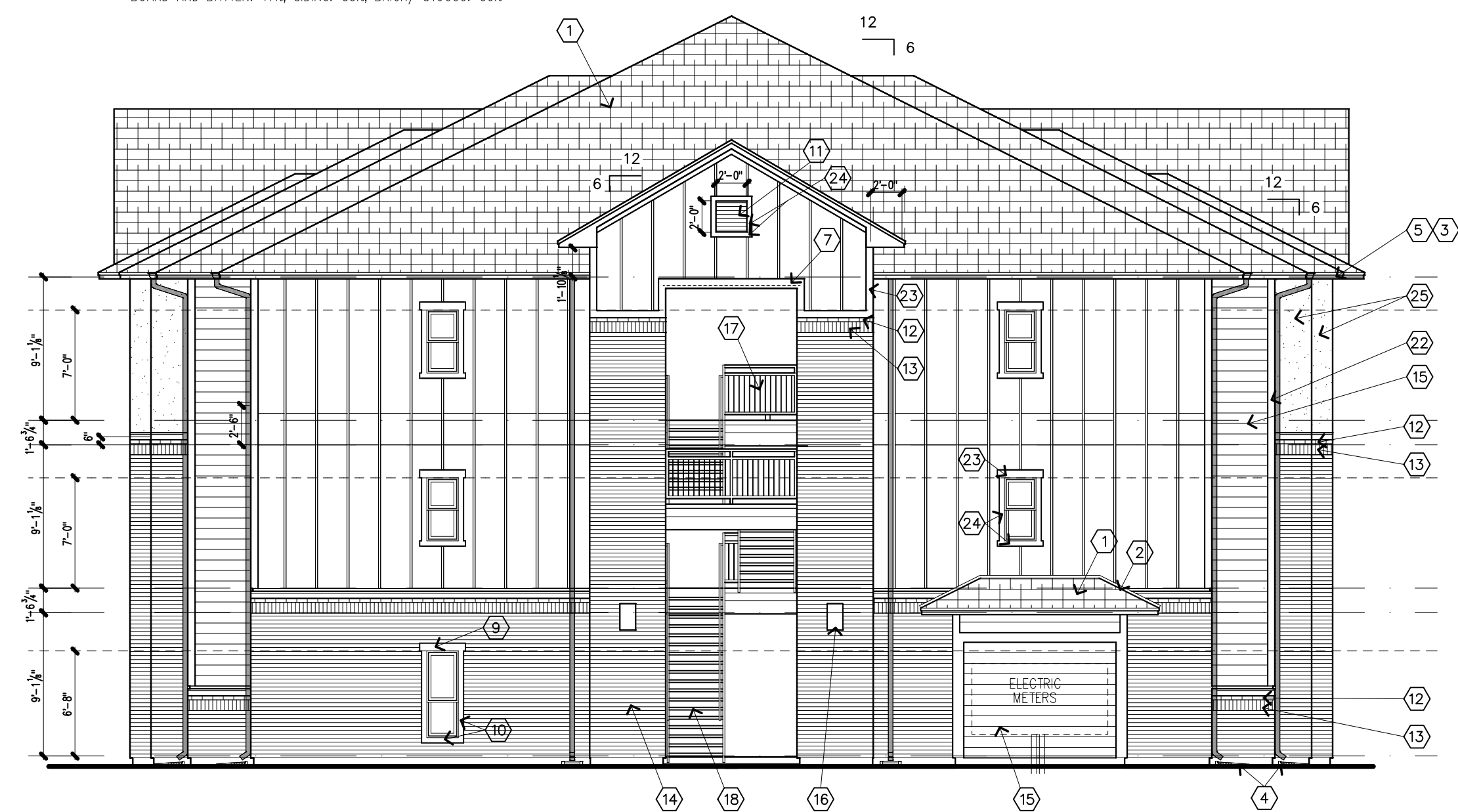
SCALE = 1/8" = 1'- 0"



BUILDING TYPE V - NORTH ELEVATION

BOARD AND BATTEN: 17% SIDING: 33% BRICK/ STUCCO: 50%

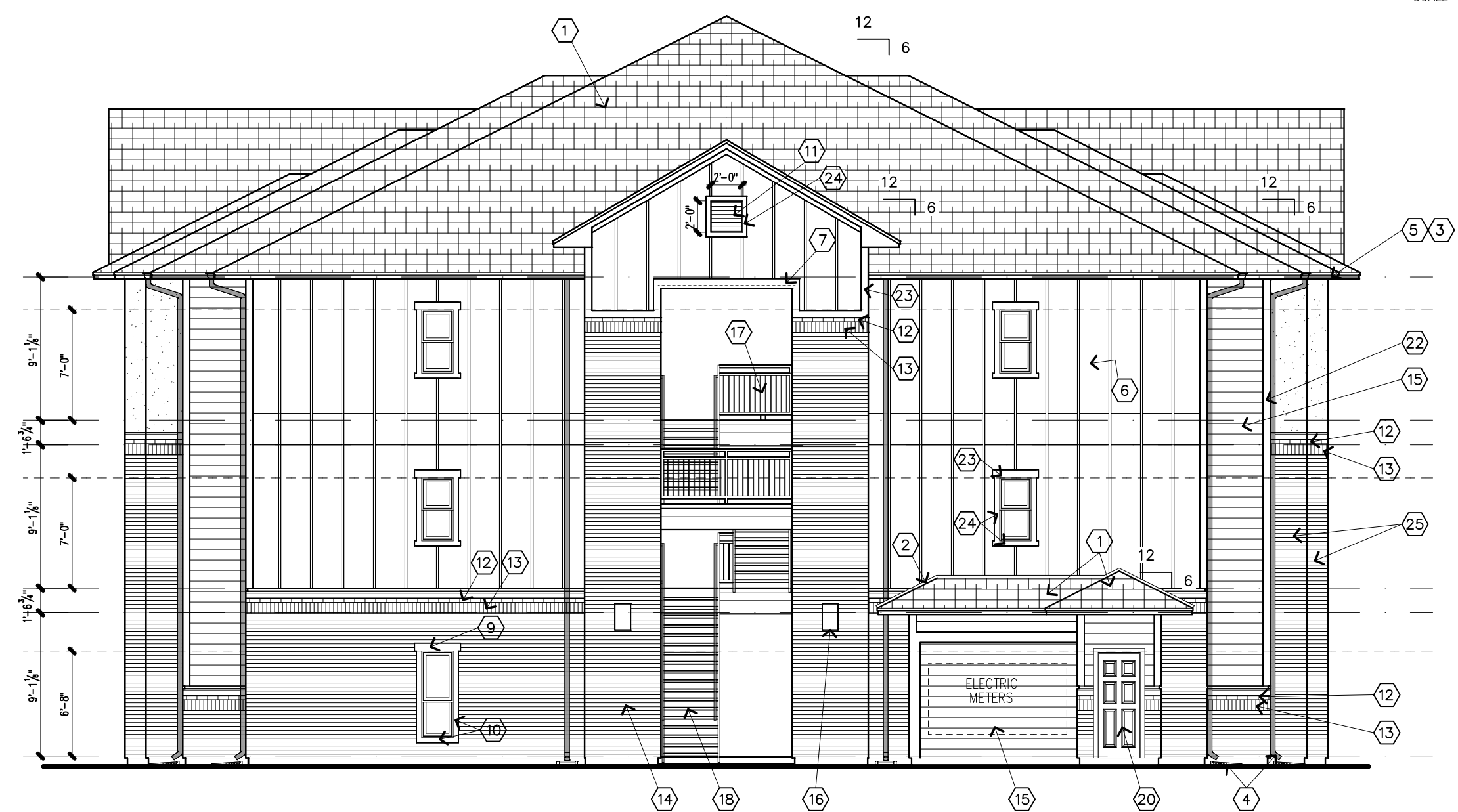
SCALE = 1/8" = 1'- 0"



BUILDING TYPE V - WEST ELEVATION

BOARD AND BATTEN: 42% SIDING: 8% BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"



BUILDING TYPE V EAST ELEVATION

BOARD AND BATTEN: 42% SIDING: 8% BRICK / STUCCO: 50%

SCALE = 1/8" = 1'- 0"

NOTES

- 1 DIMENSIONAL COMPOSITION
- 2 SHINGLE ROOF
- 3 FLASHING
- 4 GUTTER
- 5 DOWNSPOUT W/ SPLASH BLOCK
- 6 2X6 FASCIA W/ DRIP TRIM
- 7 BOARD & BATTEN SIDING
- 8 2X8 TRIM
- 9 STANDING SEAM METAL ROOF
- 10 6" x 1 1/2" STUCCO BAND / TRIM
- 11 4" x 1 1/2" STUCCO BAND / TRIM
- 12 GABLE METAL END VENT
- 13 CULTURED BRICK RUNNING BOND
- 14 CULTURED BRICK SOLDIER COURSE
- 15 CULTURED BRICK VENEER
- 16 CEMENT FIBER BOARD LAP SIDING
- 17 LIGHT FIXTURE
- 18 METAL GUARDRAIL
- 19 METAL STAIR W/ CONCRETE TREADS
- 20 METER SHED
- 21 RISER ROOM
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- 24 2X4 / 2X6 CORNER TRIMS
- 25 2X6 TRIM
- 26 2X4 TRIM
- 27 STUCCO
- 28 7 1/4" STUCCO BAND









AGENDA COMMENTARY

Meeting Date: 7/15/2021

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider leasing nine (9) new vehicles with Enterprise Fleet Management, in an amount not to exceed \$46,628.64; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

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

Summary: On January 7, 2016, the City utilized TIPS/TAPS (an interlocal purchasing system used by government entities) to execute an agreement with Enterprise Fleet Management for the (phase in) replacement of the City's fleet with leased vehicles. The lease program allows the City of Alvin's Fleet Maintenance program to focus on the maintenance of emergency vehicles and heavy equipment, instead of non-emergency vehicles, and saves in costs as well. To date, forty-nine (49) City vehicles are currently being leased through this program at a FY21 lease budget of \$615,785.

Staff is recommending that City Council approve the order and authorize the lease of nine (9) new vehicles using the Enterprise leasing program in the amount of \$46,628.64. Eight of the leases are currently in the proposed budget for FY22 and the ninth vehicle will be funded from the proceeds of a previous leased vehicle that was sold at no cost in FY22. Equipment is needed only for unit #113 at a cost of \$6,137.35. The vehicles will be ordered upon Council approval, delivered in FY22 and expended in FY22.

Staff recommends continuing the lease program as the lease program includes maintenance, an estimated higher resell value at the end of the lease, and the option to continue the lease if there is a financial advantage remaining at the end of the lease. Through the Enterprise lease program all vehicles are maintained using local businesses. The vehicle and unit numbers being replaced are as follows:

Unit #s/Dept.	Current Vehicle	Cur \$	FY22 Replacement	Term/Miles	Proposed \$	
155 Utilities	2021 Silverado 2500	\$412.79	2022 Ford F-250 XL	24mo/20k	\$476.04	Budgeted in FY22
142 Parks	2020 F-250	\$541.77	2022 Ford F-250 XL	24mo/20k	\$476.04	Budgeted in FY22
156 Engineering	2021 Silverado 2500	\$504.98	2022 Ford F-250 XL	24mo/20k	\$476.04	Budgeted in FY22
157 Engineering	2021 Silverado 2500	\$504.98	2022 Ford F-250 XL	24mo/20k	\$476.04	Budgeted in FY22
113 Police	2017 Ford F-250	\$538.15	2022 Ford F-250 XL	48mo/40k	\$504.50	Budgeted in FY22
102 Utilities	2016 Ford F-350	\$606.98	2022 Ford F-350 XL	48mo/40k	\$501.84	Budgeted in FY22
103 Utilities	2016 Ford F-350	\$606.98	2022 Ford F-350 XL	48mo/40k	\$501.84	Budgeted in FY22
104 Utilities	2016 Ford F-350	\$585.99	2022 Ford F-350 XL	48mo/40k	\$501.84	Budgeted in FY22

Proceeds used to lease new vehicle (no cost in FY22):

159 Streets	2021 Silverado 2500	2022 Ford F-250 XL	24mo/20k	\$0.00	*
-------------	---------------------	--------------------	----------	--------	---

* The city will use the proceeds from the June 2021 sale of unit #113 to lease unit #159. There will be no lease cost in FY22.

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

Funding Account: 612-800200-3515 **Amount:** \$46,628.64 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 7/8/2021 SLH

Supporting documents attached:

- Lease Proposal
 - Lease Proposal (One-Tons)
 - Council Communication from City Manager
-

Recommendation: Move to approve leasing nine (9) new vehicles with Enterprise Fleet Management, in an amount not to exceed \$46,628.64 for FY22; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

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



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)

Proposal Summary

Proposal #: P214365

Prepared For: Moody, Brandon

Quantity: 6

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
					Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage													
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US					(0 P) Iconic Silver Metallic / (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat												
5748259	00113, City Unit	TX	0.0000%	10,000	\$28,378.35	48	1.2500%	\$354.73	\$112.84		\$36.93		\$504.50	\$11,351.31	\$0.00	\$250.00	\$0.00
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US					Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat												
5748260	00155, City Unit	TX	0.0000%	10,000	\$26,366.00	24	1.2500%	\$329.58	\$113.19		\$33.27		\$476.04	\$18,456.08	\$0.00	\$250.00	\$0.00
5748261	00142, City Unit	TX	0.0000%	10,000	\$26,366.00	24	1.2500%	\$329.58	\$113.19		\$33.27		\$476.04	\$18,456.08	\$0.00	\$250.00	\$0.00
5748263	00156, City Unit	TX	0.0000%	10,000	\$26,366.00	24	1.2500%	\$329.58	\$113.19		\$33.27		\$476.04	\$18,456.08	\$0.00	\$250.00	\$0.00
5748264	00157, City Unit	TX	0.0000%	10,000	\$26,366.00	24	1.2500%	\$329.58	\$113.19		\$33.27		\$476.04	\$18,456.08	\$0.00	\$250.00	\$0.00
5748266	00121, City Unit	TX	0.0000%	10,000	\$26,366.00	24	1.2500%	\$329.58	\$113.19		\$33.27		\$476.04	\$18,456.08	\$0.00	\$250.00	\$0.00
Total Monthly Payment for 6 vehicles:													\$2,884.70	Total Initial Charges for 6 vehicles:			\$0.00

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of Alvin, Texas

Signature

Title

Date



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)

Capitalized Amount Calculations

Proposal #: P214365

Prepared For: Moody, Brandon

Quantity: 6

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle ¹	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US (0 P) Iconic Silver Metallic / (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat																	
5748259	Capitalized Price	\$45,091.00	(\$6,300.00)	\$0.00	\$38,791.00		\$250.00	\$0.00		(\$17,000.00)			\$6,137.35	\$200.00	\$0.00	\$0.00	\$28,378.35
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat																	
5748260	Capitalized Price	\$43,216.00	(\$6,300.00)	\$0.00	\$36,916.00		\$250.00	\$0.00		(\$11,000.00)			\$0.00	\$200.00	\$0.00	\$0.00	\$26,366.00
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5748261	Capitalized Price	\$43,216.00	(\$6,300.00)	\$0.00	\$36,916.00		\$250.00	\$0.00		(\$11,000.00)			\$0.00	\$200.00	\$0.00	\$0.00	\$26,366.00
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5748263	Capitalized Price	\$43,216.00	(\$6,300.00)	\$0.00	\$36,916.00		\$250.00	\$0.00		(\$11,000.00)			\$0.00	\$200.00	\$0.00	\$0.00	\$26,366.00
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5748264	Capitalized Price	\$43,216.00	(\$6,300.00)	\$0.00	\$36,916.00		\$250.00	\$0.00		(\$11,000.00)			\$0.00	\$200.00	\$0.00	\$0.00	\$26,366.00
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5748266	Capitalized Price	\$43,216.00	(\$6,300.00)	\$0.00	\$36,916.00		\$250.00	\$0.00		(\$11,000.00)			\$0.00	\$200.00	\$0.00	\$0.00	\$26,366.00
	Billed on Delivery					\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)

Additional Services Details

Proposal #: P214365

Prepared For: Moody, Brandon

Quantity: 6

Driver Information		Commercial Automobile Liability Enrollment	Physical Damage Management		Full Maintenance Program ¹				
Quote	Driver	Liability Limit	Comprehensive Deductible	Collision Deductible	Term	Total Contract Miles	Overmileage Charge	Brake Sets	Tires
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US (0 P) Iconic Silver Metallic / (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat									
5748259	00113, City Unit				48	40,000	\$0.0600	0	0
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat									
5748260	00155, City Unit				24	20,000	\$0.0600	0	0
5748261	00142, City Unit				24	20,000	\$0.0600	0	0
5748263	00156, City Unit				24	20,000	\$0.0600	0	0
5748264	00157, City Unit				24	20,000	\$0.0600	0	0
5748266	00121, City Unit				24	20,000	\$0.0600	0	0

¹The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Initials



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Aftermarket & Other Costs

Proposal #: P214365
Quantity: 6

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US (0 P) Iconic Silver Metallic / (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat				
5748259	00113, City Unit	Strobe Lights	\$1,145.00	
5748259	00113, City Unit	Spray In Bedliner	\$450.00	
5748259	00113, City Unit	Tailgate Lift	\$4,542.35	
		Total Aftermarket Equipment	\$6,137.35	\$0.00

**VEHICLE INFORMATION:**

2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US
Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,273.00	\$ 41,340.00
Total Options	\$ 4,123.00	\$ 4,530.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
Total Price	\$ 45,091.00	\$ 47,565.00

SELECTED COLOR:

Exterior: JS - (0 P) Iconic Silver Metallic
Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$ 405.00	\$ 445.00
41P	Transfer Case & Fuel Tank Skid Plates	\$ 91.00	\$ 100.00
425	50-State Emissions System	STD	STD
43C	110V/400W Outlet	Included	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
525	Steering Wheel-Mounted Cruise Control (LPO)	\$ 214.00	\$ 235.00
52B	Trailer Brake Controller	\$ 245.00	\$ 270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
60B	Blind Spot Information System (BLIS)	\$ 492.00	\$ 540.00
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$ 150.00	\$ 165.00
67D	200 Amp Alternator	Included	Included
76R	Reverse Sensing System (Fleet)	\$ 223.00	\$ 245.00
76S	Remote Start System	\$ 228.00	\$ 250.00
873	Rear CHMSL Camera	\$ 182.00	\$ 200.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
913	SYNC 3 Communications & Entertainment System	\$ 410.00	\$ 450.00
94P	Pre-Collision Assist	\$ 104.00	\$ 115.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
JS_01	(0 P) Iconic Silver Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$ 355.00	\$ 390.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - keyfob and smart device
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

**VEHICLE INFORMATION:**

2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US
Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,273.00	\$ 41,340.00
Total Options	\$ 2,248.00	\$ 2,470.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
Total Price	\$ 43,216.00	\$ 45,505.00

SELECTED COLOR:

Exterior: Z1 - Oxford White
Interior: AS - Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
160WB	160" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
525	Steering Wheel-Mounted Cruise Control (LPO)	\$ 214.00	\$ 235.00
52B	Trailer Brake Controller	\$ 245.00	\$ 270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
76R	Reverse Sensing System (Fleet)	\$ 223.00	\$ 245.00
85S	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)

Vehicle Detail

Proposal #: P214365

Prepared For: Moody, Brandon

Quantity: 6

Quote: 00113, City Unit - 5748259

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: (0 P) Iconic Silver Metallic

Interior Color: (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 48

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$45,091.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$38,791.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$6,137.35	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$17,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$28,378.35	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$354.73
Monthly Lease Charge (Based on Interest Rate) ²	\$112.84
Total Monthly Rental Excluding Additional Services	\$467.57
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$36.93
Contract Miles 40,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$504.50

End Of Lease	Amount
Reduced Book Value at 48 Months:	\$11,351.31
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P214365
Quantity: 6

Quote: 00155, City Unit - 5748260

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 24

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$43,216.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$36,916.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$0.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$11,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$26,366.00	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$329.58
Monthly Lease Charge (Based on Interest Rate) ²	\$113.19
Total Monthly Rental Excluding Additional Services	\$442.77
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$33.27
Contract Miles 20,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$476.04

End Of Lease	Amount
Reduced Book Value at 24 Months:	\$18,456.08
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)

Vehicle Detail

Proposal #: P214365

Prepared For: Moody, Brandon

Quantity: 6

Quote: 00142, City Unit - 5748261

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 24

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$43,216.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$36,916.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$0.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$11,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$26,366.00	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

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Monthly Rent Breakdown	Cost
Depreciation Reserve	\$329.58
Monthly Lease Charge (Based on Interest Rate) ²	\$113.19
Total Monthly Rental Excluding Additional Services	\$442.77
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$33.27
Contract Miles 20,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$476.04

End Of Lease	Amount
Reduced Book Value at 24 Months:	\$18,456.08
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P214365
Quantity: 6

Quote: 00156, City Unit - 5748263

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 24

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$43,216.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$36,916.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$0.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$11,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$26,366.00	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

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Monthly Rent Breakdown	Cost
Depreciation Reserve	\$329.58
Monthly Lease Charge (Based on Interest Rate) ²	\$113.19
Total Monthly Rental Excluding Additional Services	\$442.77
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$33.27
Contract Miles 20,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$476.04

End Of Lease	Amount
Reduced Book Value at 24 Months:	\$18,456.08
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P214365
Quantity: 6

Quote: 00157, City Unit - 5748264

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 24

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$43,216.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$36,916.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$0.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$11,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$26,366.00	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

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²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

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Monthly Rent Breakdown	Cost
Depreciation Reserve	\$329.58
Monthly Lease Charge (Based on Interest Rate) ²	\$113.19
Total Monthly Rental Excluding Additional Services	\$442.77
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$33.27
Contract Miles 20,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$476.04

End Of Lease	Amount
Reduced Book Value at 24 Months:	\$18,456.08
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/06/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P214365
Quantity: 6

Quote: 00121, City Unit - 5748266

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 24

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 10,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$43,216.00	
Manufacturer Incentives and Rebates	(\$6,300.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$36,916.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$200.00	
Registration Fee	\$50.00	
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$0.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$11,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$26,366.00	
Billed on Delivery Total (per Vehicle)		\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

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²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Monthly Rent Breakdown	Cost
Depreciation Reserve	\$329.58
Monthly Lease Charge (Based on Interest Rate) ²	\$113.19
Total Monthly Rental Excluding Additional Services	\$442.77
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$33.27
Contract Miles 20,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$476.04

End Of Lease	Amount
Reduced Book Value at 24 Months:	\$18,456.08
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)

Proposal Summary

Proposal #: P218475

Prepared For: Moody, Brandon

Quantity: 3

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
					Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage													
2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US					Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat												
5755119	00102, City Unit	TX	0.0000%	10,000	\$27,996.00	48	1.2500%	\$349.95	\$114.57		\$37.32		\$501.84	\$11,198.40	\$0.00	\$158.50	\$158.50
5755121	00103, City Unit	TX	0.0000%	10,000	\$27,996.00	48	1.2500%	\$349.95	\$114.57		\$37.32		\$501.84	\$11,198.40	\$0.00	\$158.50	\$158.50
5755122	00104, City Unit	TX	0.0000%	10,000	\$27,996.00	48	1.2500%	\$349.95	\$114.57		\$37.32		\$501.84	\$11,198.40	\$0.00	\$158.50	\$158.50
Total Monthly Payment for 3 vehicles:													\$1,505.52	Total Initial Charges for 3 vehicles:			\$475.50

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of Alvin, Texas

Signature

Title

Date



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)

Capitalized Amount Calculations

Proposal #: P218475

Prepared For: Moody, Brandon

Quantity: 3

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle ¹	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat																	
5755119	Capitalized Price	\$42,296.00	(\$4,500.00)	\$0.00	\$37,796.00		\$0.00	\$0.00		(\$20,000.00)			\$10,000.00	\$200.00	\$0.00	\$0.00	\$27,996.00
	Billed on Delivery					\$0.00	\$158.50	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50
5755121	Capitalized Price	\$42,296.00	(\$4,500.00)	\$0.00	\$37,796.00		\$0.00	\$0.00		(\$20,000.00)			\$10,000.00	\$200.00	\$0.00	\$0.00	\$27,996.00
	Billed on Delivery					\$0.00	\$158.50	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50
5755122	Capitalized Price	\$42,296.00	(\$4,500.00)	\$0.00	\$37,796.00		\$0.00	\$0.00		(\$20,000.00)			\$10,000.00	\$200.00	\$0.00	\$0.00	\$27,996.00
	Billed on Delivery					\$0.00	\$158.50	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

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Initials



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)

Additional Services Details

Proposal #: P218475

Prepared For: Moody, Brandon

Quantity: 3

Driver Information		Commercial Automobile Liability Enrollment	Physical Damage Management		Full Maintenance Program ¹				
Quote	Driver	Liability Limit	Comprehensive Deductible	Collision Deductible	Term	Total Contract Miles	Overmileage Charge	Brake Sets	Tires
2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat									
5755119	00102, City Unit				48	40,000	\$0.0600	0	0
5755121	00103, City Unit				48	40,000	\$0.0600	0	0
5755122	00104, City Unit				48	40,000	\$0.0600	0	0

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Initials



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)

Aftermarket & Other Costs

Proposal #: P218475

Prepared For: Moody, Brandon

Quantity: 3

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US Oxford White / Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat				
5755119	00102, City Unit	Service/Utility	\$10,000.00	
5755121	00103, City Unit	Service/Utility	\$10,000.00	
5755122	00104, City Unit	Service/Utility	\$10,000.00	
		Total Aftermarket Equipment	\$30,000.00	\$0.00

**VEHICLE INFORMATION:**

2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US
Series ID: W3E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 37,045.00	\$ 38,995.00
Total Options	\$ 3,556.00	\$ 3,910.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
Total Price	\$ 42,296.00	\$ 44,600.00

SELECTED COLOR:

Exterior: Z1 - Oxford White
Interior: AS - Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
179WB	179" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
525	Steering Wheel-Mounted Cruise Control (LPO)	\$ 214.00	\$ 235.00
52B	Trailer Brake Controller	\$ 245.00	\$ 270.00
54K	Folding Trailer Tow Mirrors w/Power Heated Glass	Included	Included
630A	Order Code 630A	NC	NC
63A	Utility Lighting System	\$ 145.00	\$ 160.00
64F	Wheels: 18" Argent Painted Steel	Included	Included
67E	240 Amp Alternator	Included	Included
872	Rear View Camera & Prep Kit	\$ 377.00	\$ 415.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power Front & Rear Side Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$ 1,551.00	\$ 1,705.00
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
MYKEY	MyKey	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 11,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TCH	Tires: LT275/65Rx18E BSW A/S	Included	Included
X4M	Electronic-Locking w/4.30 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: aluminum body material
: trailering with harness, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer

Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 350-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P218475
Quantity: 3

Quote: 00102, City Unit - 5755119

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 48

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 11,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$42,296.00	
Manufacturer Incentives and Rebates	(\$4,500.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$37,796.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$0.00	\$158.50
Registration Fee		
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$10,000.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$20,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$27,996.00	
Billed on Delivery Total (per Vehicle)		\$158.50

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$349.95
Monthly Lease Charge (Based on Interest Rate) ²	\$114.57
Total Monthly Rental Excluding Additional Services	\$464.52
Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$37.32
Contract Miles 40,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$501.84

End Of Lease	Amount
Reduced Book Value at 48 Months:	\$11,198.40
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P218475
Quantity: 3

Quote: 00103, City Unit - 5755121

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 48

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 11,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
Manufacturer Invoice Price	\$42,296.00	
Manufacturer Incentives and Rebates	(\$4,500.00)	
Order Adjustment	\$0.00	
Dealer Adjustment		
Capitalized Price of Vehicle ¹	\$37,796.00	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$0.00	\$158.50
Registration Fee		
Other Costs	\$0.00	\$0.00
Courtesy Delivery Fee	\$200.00	\$0.00
Aftermarket Equipment	\$10,000.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	(\$20,000.00)	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$27,996.00	
Billed on Delivery Total (per Vehicle)		\$158.50

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

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Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$37.32
Contract Miles 40,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$501.84

End Of Lease	Amount
Reduced Book Value at 48 Months:	\$11,198.40
Service Charge Due at Lease Termination:	\$400.00



Open-End (Equity) Lease Proposal

Date: 07/09/2021

Prepared For: City of Alvin, Texas (536097)
Prepared For: Moody, Brandon

Vehicle Detail

Proposal #: P218475
Quantity: 3

Quote: 00104, City Unit - 5755122

Vehicle Order Type: Ordered

AE/AM: McNair, Stephen C / Hannemann, Mark R

YMMS: 2022 Ford F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB SRW - US

Exterior Color: Oxford White

Interior Color: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Term: 48

Depreciation Reserve: 1.2500%

Estimated Annual Mileage: 10,000

GVWR: 11,000 lb Payload
Package

State: TX

Lease Items	Capitalized Amount	Billed On Delivery
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Use Tax (0.0000% State: TX)	
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$37.32
Contract Miles 40,000 Overmileage Charge \$0.0600 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$501.84

End Of Lease	Amount
Reduced Book Value at 48 Months:	\$11,198.40
Service Charge Due at Lease Termination:	\$400.00

From: [Junru Roland](#)
To: [Mayor and City Council](#)
Subject: City Fleet
Date: Tuesday, June 15, 2021 9:22:00 AM

Good morning Mayor / Council

I wanted to apprise you of the current state of the automotive industry, which is causing major delays in the acquisition of fleet. There are a number of compounding factors affecting the supply chain of the automotive industry, specifically:

- All manufacturers shut down production for six months during COVID, and then ramped back up slowly with COVID mitigation measures
- Going into COVID, GM's production was affected by union strikes, so they were affected even more than Ford and Stellantis (Fiat/Chrysler/Dodge)
- Computer chips were already in short supply when one of the largest factories producing them burned down, and there are tens of thousands of vehicles already built but waiting on computer chips
- The "Texas Freeze" shut down some refineries that produced key ingredients necessary for seat foam, among other things
- Congestion at the ports has container ships waiting for weeks, plus there was the Suez Canal blockage that delayed worldwide shipping (affects components)
- Demand for new fleet has come back much faster than anybody predicted

As a result of all of this, several dealerships have a fraction of the inventory they need to meet demand, but they still have the same overhead expenses; so they have to raise prices on the few vehicles they do have.

As far as the City's fleet, there are vehicles that are scheduled to be replaced in the next Fiscal Year (FY) and a few new vehicles to accommodate proposed increased staffing levels in FY22. In upcoming City Council meetings (July and September), I plan to request that City Council authorize the ordering of the vehicles in the event the supply of the automotive industry is not able to meet the demands in Fiscal Year 2021-22. I'm concerned that if we wait, we may either not be able to find vehicles at all, or the pricing we find in dealer stock may be significantly higher than if we had proactively ordered.

Let me know if you have any questions.

**Junru Roland**

CPFIM, CGFM, CGFO, CPA, CPM

City Manager

City of Alvin

(281) 388-4230 Work

jroland@cityofalvin.com

Office Hours: M - Thrs 7 am- 6 pm

Serving with Pride!



AGENDA COMMENTARY

Meeting Date: 7/15/2021

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 2021-22 (FY22), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY22 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 19, 2021, 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:** 7/8/2021 SLH

Supporting documents attached:

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

Recommendation: Move to acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2021-22, and set a public hearing to receive comments on the proposed FY22 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 19, 2021, at 7:00 p.m.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Director of Admin Svcs, if applicable ☒
Reviewed by City Manager ☒