# City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Brad Richards, At Large Position 1
Chris Sanger, At Large Position 2
Scott Reed, District A

Adam Arendell, District B
Keith Thompson, District C
Glenn Starkey, District D

## ALVIN CITY COUNCIL AGENDA
## THURSDAY MAY 4, 2017
## 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 Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.*

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, May 4, 2017** 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. PUBLIC COMMENT**

**4. PRESENTATIONS**

A. Proclamation – Senior Citizen Volunteer of the Year.

B. Departmental Update – Police Department.

C. Presentation of Parks Master Plan.

**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. Approve minutes of the April 20, 2017 City Council workshop meeting.

B. Approve minutes of the April 20, 2017 City Council regular meeting.

C. Consider bid award to Tex-Con Construction Services, LLC. for the 2017 Concrete Repair Program, and approve a one (1) year contract with an option to renew for one (1) year with the same terms and conditions, and authorize the City Manager to sign the contract subject to legal review.

D. Consider Addendum No. 1 for a one (1) year renewal to the Janitorial Services Contract with Oriental Building Services, Inc. for janitorial services for City owned buildings and park restrooms, and authorize the City Manager to sign the contract subject to legal review.

E. Consider awarding LTS Lawncare as the City's manicured mowing services provider in the amount of $41,224.17 for the remaining FY17; with the option of three annual

renewals starting FY18, in the amount of $72,723.33, and authorize the City Manager to sign the contract subject to legal review.

F. Consider Addendum No. 4 for a one (1) year renewal to the Agreement for Lawn Maintenance Services with LTS Lawn Care for mowing services of select city parkland in an amount not to exceed $32,227.87, and authorize the City Manager to sign the contract subject to legal review.

G. Consider Addendum No. 2 for a one (1) year renewal agreement with Comfort Systems USA (South Central) for Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and repair services of various city buildings, in the amount of $37,310.94, and authorize the City Manager to sign the contract subject to legal review.

H. Consider Resolution 17-R-11, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

## 6. OTHER BUSINESS:

Council may approve, discuss, refer, or postpone items under Other Business.

A. Consider an amended plat of Forest Heights Section Six, being a planned unit development of a 19.173 acre tract of land (located northwest of the Heights Road and Brazos Street intersection) out of lots 51, 52, 63, and 64 of the Hooper and Wade Survey, Section 23, A-420 and tract 3, Lepper Family Partnership, LTD. CF 97-024069 Deed Records of Brazoria County, Texas.

B. Consider Resolution 17-R-12, creating the Hotel Occupancy Tax Fund Committee; establishing the membership, terms of office and qualifications of the committee; defining the purpose of the committee; and setting forth other provisions related thereto.

C. Consider the appointment of an interim City Attorney.

## 7. REPORTS FROM CITY MANAGER

A. Review preliminary list of items for next Council meeting.

B. Items of Community Interest.

## 8. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

A. Announcements and Items of Community Interest.

## 9. EXECUTIVE SESSION

A. **SECTION 551.071** - of the Government Code: Consultation between governmental body and its attorney to seek advice of attorney about pending or contemplated litigation or a settlement offer or a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

B. **SECTION 551.072 -** of the Government Code: Deliberation regarding the purchase, exchange, lease or value or real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

## 10. RECONVENE TO OPEN SESSION

Deliberation, discussion and possible action regarding:

A. Approve termination of City Attorney's employment agreement and/or authorize settlement offer pertaining to the City Attorney's employment agreement.

B. Consider action, if any, on item regarding the purchase, exchange, lease or value or real property discussed in Executive Session.

## 11. ADJOURNMENT

---

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, May 1, 2017 at 4:00 P.M.

(SEAL)

_____
Dixie Roberts, City Clerk

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).**

**MINUTES**
**CITY OF ALVIN, TEXAS**
**CITY PLANNING COMMISSION**
**March 21, 2017**

**BE IT REMEMBERED,** that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Chris Hartman, Chair; Missy Jordan, Vice Chair; Nicole Kelinske, Secretary; Santos Garza; Charles Buckelew; Randy Reed; Darrell Dailey; and Jake Starkey. Also present were staff members Shana Church, Administrative Assistant and Michelle Segovia, City Engineer. Absent were Martin Vela, Robin Revak-Golden and Sussie Sutton.

**1. Call To Order.**
Call to order at 6:00 P.M.

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

**3. Approve the Minutes of the Planning Commission meeting of February 21, 2017.** Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of February 21, 2017. Seconded by Charles Buckelew, the motion carried on a vote of 7 ayes and 0 nays. Nicole Kelinske arrived at 6:02, after the minutes were approved.

**4. Consider a Final Plat of Briscoe Building Complex, being a subdivision of 2.785 acres (1410 S. Gordon St.) of land, situated in block "E" of the subdivision of the H.T. & B.R.R. Company survey, Section 14, abstract 449, Brazoria County, Texas, and being out of that certain tract described in a deed to Briscoe Building Corporation recorded in volume 631, page 538, deed records of Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to amend the plat by removing the 20-foot right-of-way dedication across Lot 2. Seconded by Member Buckelew, the motion failed on a tie vote of 4 ayes, 4 nays, cast by Nicole Kelinske, Jake Starkey, Missy Jordan and Chris Hartman. Commission Member Starkey motioned to recommend for approval to City Council. Seconded by Member Kelinske, the motion failed on a tie vote of 4 ayes, 4 nays, cast by Charles Buckelew, Santos Garza, Darrell Dailey and Randy Reed. The Final Plat of Briscoe Building Complex will go to City Council with no recommendation by City Planning Commission.

**5. Consider a Master Preliminary Plat of Huntington Place, being a subdivision of 231.520 acres (located in the City of Alvin's ETJ at the northeast corner of FM 521 and Juliff Manvel Road) of land situated in the William Pettus League Survey, abstract 68, Fort Bend County, Texas, being out of and part of lots 1-9, 39, 40 and 41, Emigration Land Company, a subdivision recorded in volume 618, page 725, deed records of Fort Bend County, Texas and with consideration of a variance to**

**the City's Code of Ordinances Section 21-110 (b)(4) regarding lot size and Section 21-110 (b)(5) regarding lot width.** City Engineer recommends master preliminary plat for discussion and approval. Commission Member Dailey motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion failed on a vote of 3 ayes, 5 nays, cast by Missy Jordan, Nicole Kelinske, Santos Garza, Randy Reed and Jake Starkey.

**6. Items of Community Interest.**
Darrell Dailey mentioned the state is not cleaning up left over concrete along Highway 6 when installing medians. Michelle Segovia will email the complaint to the state. Jake Starkey mentioned the Food Truck Thursday was good. Santos Garza mentioned the sidewalks on Kost between Fulton and the school need maintenance. Chris Hartman mentioned everyone is invited to celebrate Volunteer Appreciation for the City of Alvin on April 6th at 6pm.

**7. Staff report and update.**
Michelle Segovia, City Engineer, stated she is reviewing the resubmittals of Martha's Vineyard.

**8. Items for the next meeting.**
There were no items to report for the next meeting.

**9. Adjournment.**
Commission Member Charles Buckelew motioned to adjourn the meeting, seconded by Member Jake Starkey. The motion carried on a vote of 8 ayes. The meeting ended at 7:02 p.m.

Passed and Approved the 18th day of April, 2017.

/s/Chris Hartman, Chair

Attest:/s/Nicole Kelinske, Secretary

Office of the Mayor, City of Alvin, Texas

# *Proclamation*

---

**WHEREAS,** On April 27, 2017 Kathy Brady received the 2017 Volunteer of the Year Award by the members of the Alvin Senior Center; and

**WHEREAS**, Kathy Brady spends countless hours at the Alvin Senior Center assisting and welcoming visitors as well as helping members of staff; and

**WHEREAS**, it is volunteers like Ms. Day that help transform limited resources into unlimited possibilities.

**NOW, THEREFORE**, I, Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 4, 2017 as:

## *Kathy Brady Day*

in the City of Alvin and express our sincere gratitude for the donation of your time, talents and energy for the benefit of our community.

**WITNESS** my hand and seal
this 4th day of May, 2017.

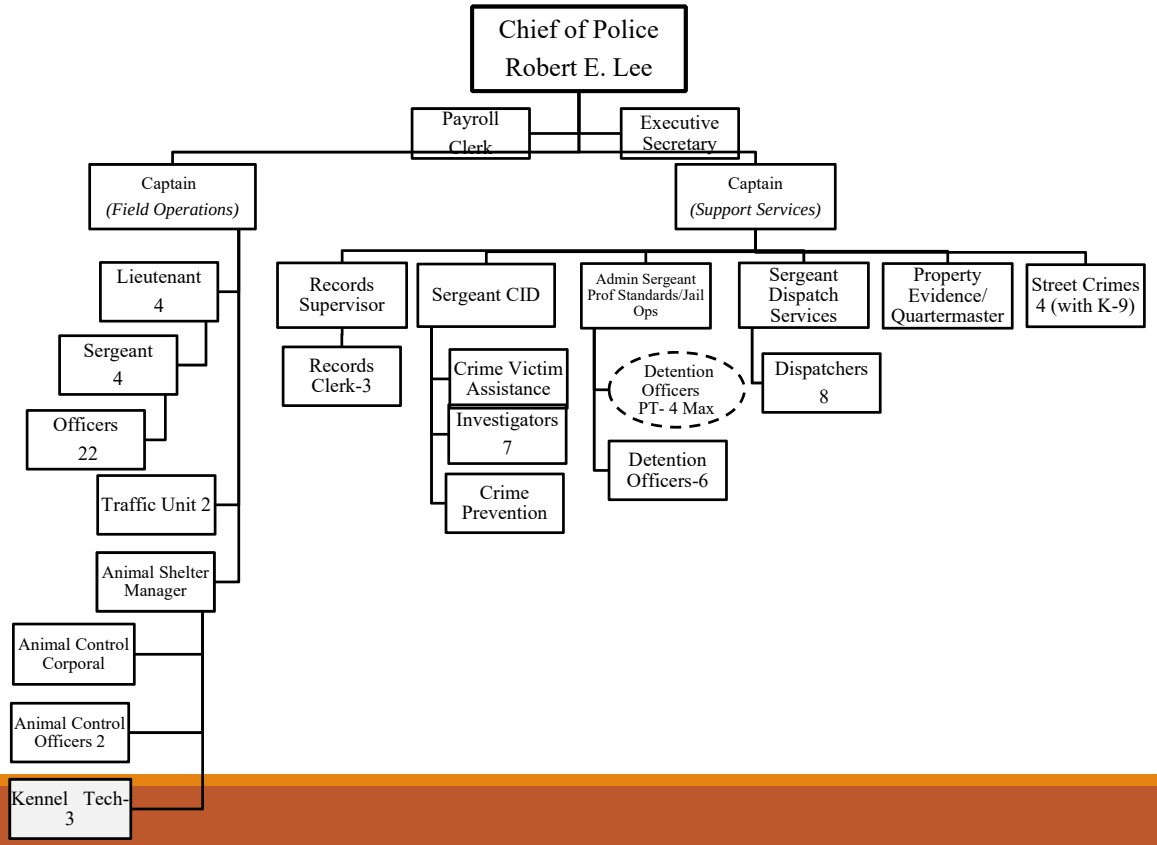
_____

Paul A. Horn, Mayor

# Department Update 2017

ALVIN POLICE DEPARTMENT

# Organization Chart



# Police Department

49 sworn positions (currently have 2 openings with candidates in background)

29 civilian positions

Recently Promoted Lt. Tim Hubbard to Captain and Officer Jake Schauer to Sergeant

2 more promotions to occur later this year

2 cadets in the current ACC Police Academy

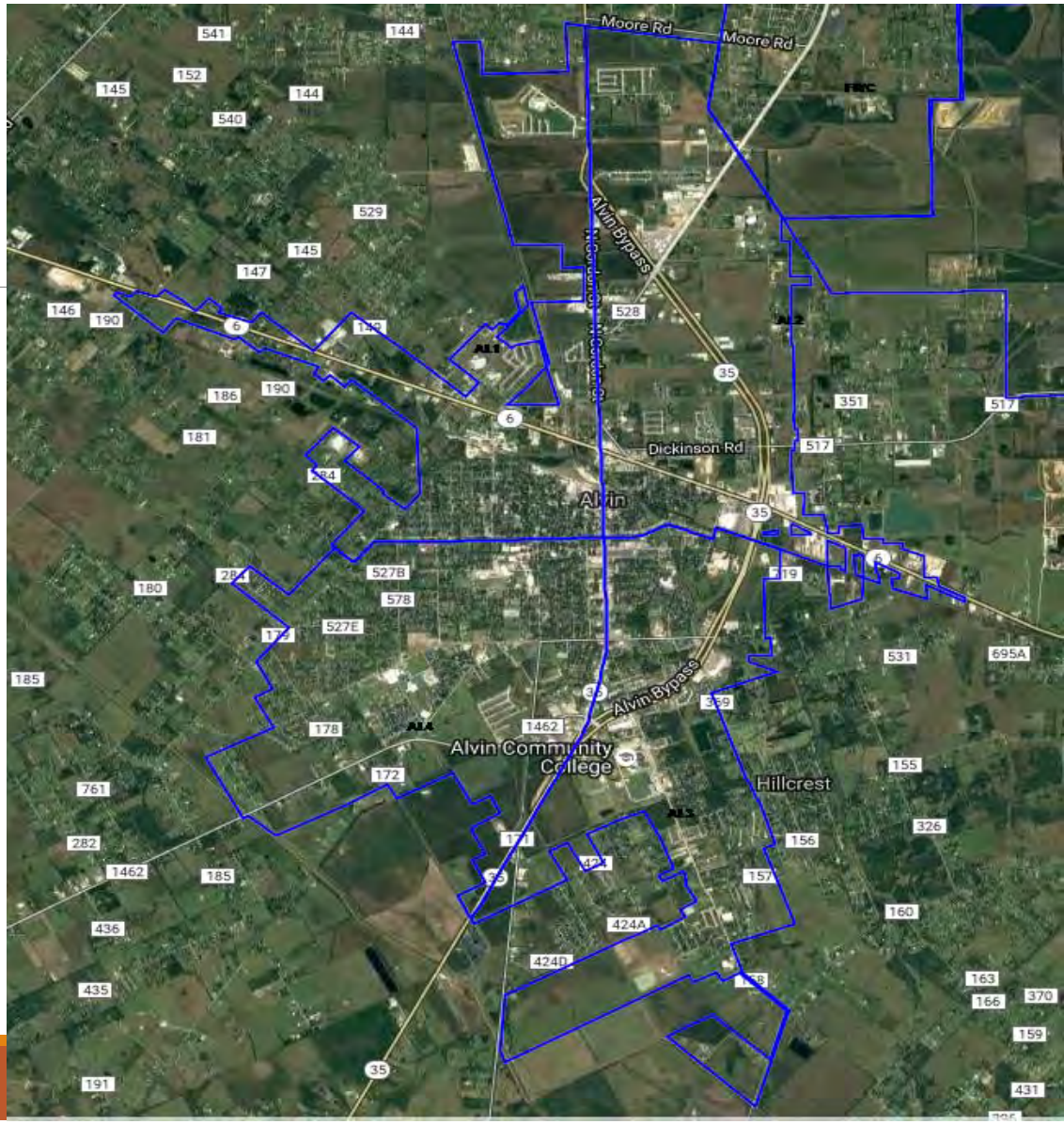
# Police Department

In 2016 the Department answered:

- 29,529 Calls for service (8,041 traffic)
- 23,041 911 calls (# dispatch received)
- Wrote 3,005 reports
- Completed 696 crash reports (CAD 1,255) ↓ 7.7%
- 2,143 arrests

# Police Department

The City is divided into 4 Districts:



# Police Department

The City is divided into 4 districts

- Each district has an officer assigned to it that is responsible, during their shift, for responding to calls, business and neighborhood patrols, traffic enforcement, etc.
- Additionally we have adopted a proactive approach to problem solving. Each district has a Lieutenant assigned to it to monitor for and develop solutions to any special issues that are identified by district officers, complaints, routine review of calls and reports, etc.

# 100 Club of Brazoria County 2016 Officer of the Year

Chesley McDonald

- Received the lifesaving award when he performed child/infant CPR on a 9-month old that was not breathing.
- Commended by his supervisors for identifying an ongoing issue, analyzing information and apprehending subjects responsible for multiple nighttime burglaries including theft of city property.
- Outstanding attitude and great team player.

# Police Department

- On January 6, 2016, the Alvin Police Department received the award of “Recognized Law Enforcement Agency” from the Texas Police Chiefs Association Law Enforcement Recognition Program.
- Begun in 2006, the Recognition Program evaluates a Police Department’s compliance with over 164 Best Business Practices for Texas Law Enforcement.
- These Best Practices cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations.
- This voluntary process required the Alvin Police Department to conduct a critical self-review of the agency’s policies, procedures, facilities and operations. Beginning in 2014, the department begin the lengthy process to become a “Recognized” Law Enforcement Agency” by preparing proofs of compliance for each of the Texas Law Enforcement Best Business Practices.
- Upon completion of the internal review, an outside audit and review was requested. This final on-site review took place on January 21-22, 2016.

# Police Department

Axon Body Cameras

- Improved video quality
- Battery life
- Cloud based storage
- Paired to vehicle lights
- Paired to Tasers (transitioning)

# Police Department

We also have several active programs:

- Radar Trailer – deployed in problematic areas or in response to a citizens complaint. Reports are posted on our website's crime prevention page.

# Police Department

Drug take back program

- Permanently installed drop box in our lobby. In 2016 we took back 769 lbs of prescription medications. (472 lbs in 2015)

# Police Department

Door Hanger Program

- Officers are trained to identify the most common code violations. Once an officer identifies an issue a door hanger is left at the location. Code will inspect the property within 3 business days to determine if the issue still exists.

City of Alvin
Code Violation Notice

Date:_____ Time: _____

Address: _____

Please contact the City of Alvin about the following code violation(s).

**Code Enforcement**

Please note all Meetings/Calls are returned between 7-8am and 5-6pm

**Phone: 281-388-4337 or 4355 or 4245**

___Limb Pile ___Illegal Sign

___Fence Repair ___Junk Vehicle

___High Weeds/Grass ___Junk and Debris

**Animal Control**
**Phone: 281-388-4331**

___Aggressive ___Illegal Animal(s)

___At Large ___Neglect

___Barking/Noise ___ City License Displayed

___Excessive Number ___Waste

"A Code Compliance Officer or Animal Control Officer will be inspecting this violation within the next 3 business days. It is imperative that you take steps to correct the violation to avoid receiving a citation after the normal inspection procedure has been conducted."

**THIS IS NOT A CITATION**

Other:_____

Officer:_____

# Police Department

Coffee with Cops

- Started in 2013 – hosted at various locations around town and allows citizens to meet and talk to officers in a relaxed, informal, atmosphere.

# Police Department

Social Media

- Heads up/Fair Warning – informs the public where traffic enforcement will be especially targeted for the week.

# Police Department

Social Media

- Scam Alerts

# Police Department

Social Media

- Emergency updates

# Police Department

Social Media
- Help Identify

# Police Department

Safe Transaction Zone

# Police Department

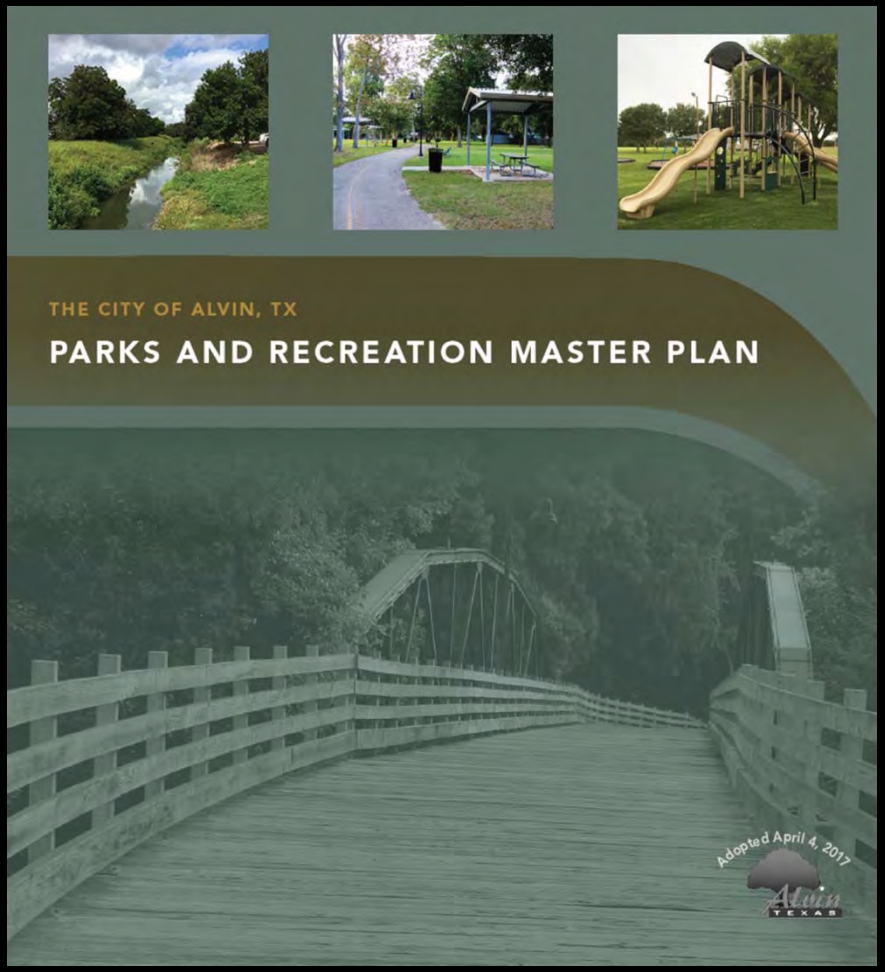
Senior Citizen Programs

- Are You OK?
  - Led by Nan Self  - is a network of support for the elderly, homebound and other residents who have life challenges.
- Shephard Program
  - This program allows for families members of those who suffer from Alzheimer's disease to have critical information on file with the police department in case of need.

# Police Department

Citizen on Patrol Program

- Trained volunteers
  - Neighborhood patrols
  - Business patrols
  - Wrecker standby's
  - Lock outs
  - Over 150 volunteer hours first three months of 2017




City of Alvin, Texas

**Parks and Recreation Master Plan**

**Table A.1 – TPWD Compliance Matrix**

| TPWD Required Plan Contents | Alvin Parks Master Plan Contents |
|---|---|
| **Introduction** | |
| **Goals and Objectives** | |
| **Plan Development Process** | **Chapter 1, *Plan Introduction*** |
| **Area and Facility Concepts and Standards** | |
| **Inventory of Areas and Facilities** | **Chapter 2, *Existing Conditions*** |
| **Illustrations, Maps, Surveys, etc.** | **Chapter 3, *Analysis and Recommendations*** |
| **Plan Implementation** | |
| **Prioritization of Needs** | **Chapter 4, *Implementation*** |
| | **APPENDICES** |
| | **A: *TPWD Compliance*** |
| | **B: *Public Engagement*** |
| | **C: *Park Condition Assessments*** |
| | **D: *Funding for Implementation*** |
| | **E: *Park Standards Manual*** |

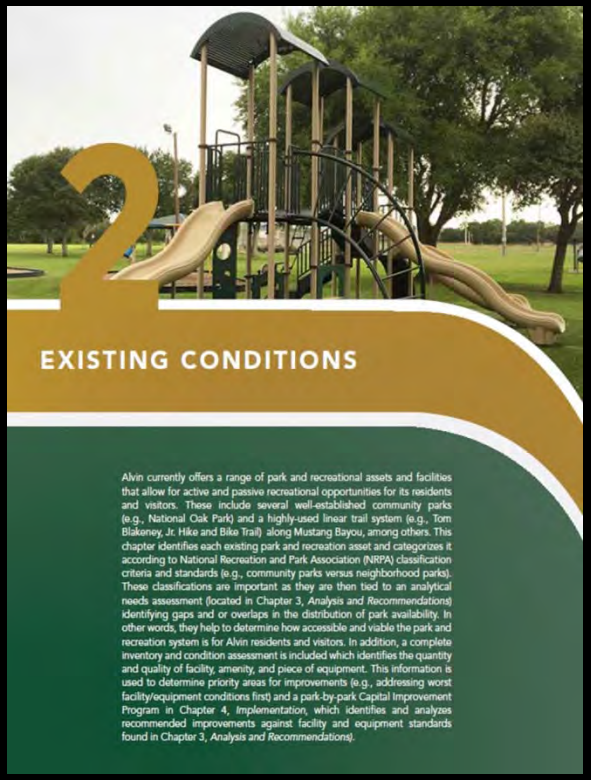
**Table A.1 – TPWD Compliance Matrix**

| TPWD Required Plan Contents | Alvin Parks Master Plan Contents |
|---|---|
| **Introduction** | |
| **Goals and Objectives** | |
| **Plan Development Process** | **Chapter 1, *Plan Introduction*** |
| **Area and Facility Concepts and Standards** | |
| **Inventory of Areas and Facilities** | **Chapter 2, *Existing Conditions*** |
| **Illustrations, Maps, Surveys, etc.** | **Chapter 3, *Analysis and Recommendations*** |
| **Plan Implementation** | |
| **Prioritization of Needs** | **Chapter 4, *Implementation*** |
| | **APPENDICES** |
| | **A: *TPWD Compliance*** |
| | **B: *Public Engagement*** |
| | **C: *Park Condition Assessments*** |
| | **D: *Funding for Implementation*** |
| | **E: *Park Standards Manual*** |

## Chapter 1: Plan Introduction

### Contents / Highlights

- Introduction
- Geographic Location
- Socio-economic Snapshot
- Vision and Mission
- Goals and Objectives




## Chapter 2: Existing Conditions

### Contents / Highlights

- **Introduction**
- **Parks and Recreation Classifications and Standards**
- **Park Facilities and Improvements**
- **Parks Programming Considerations**

| TABLE 2.2: INVENTORY OF EXISTING PARKS, OPEN SPACE AREAS, AND TRAILS SYSTEMS | | |
|---|---|---|
| **Park Name** | **Park Address** | **Acres** |
| **REGIONAL PARKS** | | |
| Bob Briscoe Park / Alvin Dog Park | 3625 Briscoe Drive | 42 / 1.7 |
| **Subtotal** | **1 Park** | **42 Acres** |
| **COMMUNITY PARKS** | | |
| Pearson Park | 2200 Westpark Drive | 22.9 |
| Morgan Park | 1500 W. South Street | 13.8 |
| National Oak Park / Alvin Skate Park | 118 S. Magnolia Street | 14 |
| **Subtotal:** | **3 Parks** | **50.7 Acres** |
| **NEIGHBORHOOD PARKS** | | |
| Newman Park | 1200 Newman Street | 4.0 |
| Ruben Adame Park | 801 Shaw St. | 1.2 |
| Sealy Park | 206 S. Durant Street | 1.3 |
| Talmadge Park | Talmadge/Sixth Streets | 1.6 |
| **Subtotal:** | **4 Parks** | **8.1 Acres** |
| **MINI "POCKET" PARKS** | | |
| Citizens Park | Gordon / Willis Streets | 0.1 |
| Hugh Adams Park | 3502 Mustang Road | 1.0 |
| Prairie Dog Park | 575 E. Hathaway Street | 0.5 |
| **Subtotal:** | **2 Parks** | **1.6 Acres** |
| **SPECIAL USE FACILITIES** | | |
| Lions Park | 1060 College Drive | 9.4 |
| Bob S. Owen Pool | 919 Bayou Drive | 1.1 |
| The Historic Depot | 200 Depot Center Boulevard | 1.1 |
| Alvin Senior Center | 309 W. Sealy Street | 0.84 |
| **Subtotal:** | **4 Facilities** | **12.44 Acres** |
| **LINEAR PARKS AND GREENWAYS** | | |
| Tom Blakeney, Jr. Hike and Bike Trail | National Oak Park through South St. | 1.7 Miles |
| **Subtotal:** | **1 Trail** | **1.7 Miles** |
| **TOTAL SYSTEM:** | **10 Parks / 4 Special Use Facilities / 1 Trail** | **114.84 Acres** |

**Table 2.2: Inventory of Existing Parks, Open Space Areas, and Trail Systems**

## Park Type

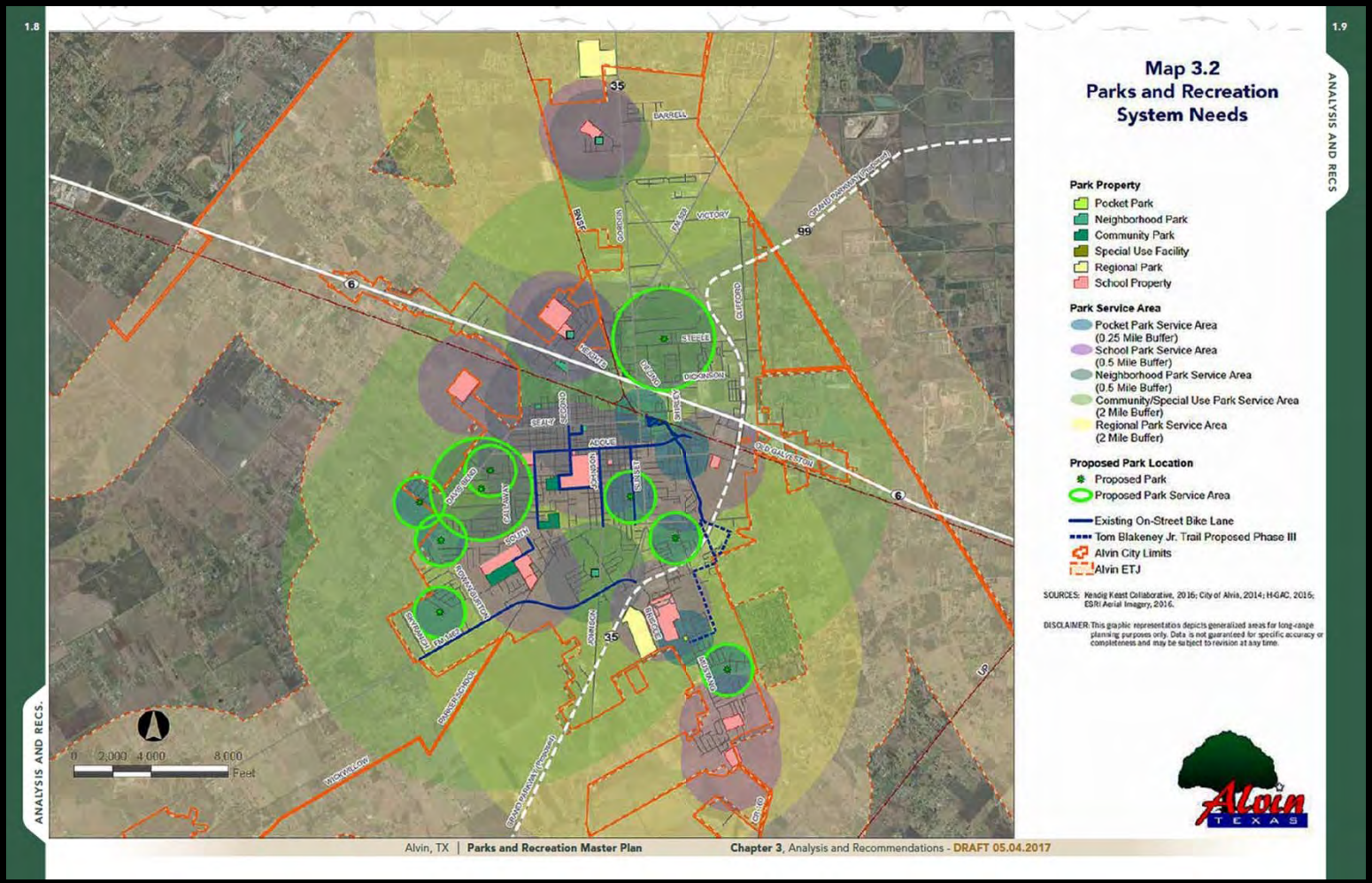
- **Regional Parks**
- **Community Parks**
- **Neighborhood Parks**
- **Mini "Pocket" Parks**
- **Special use facilities**
- **Linear Parks and Greenways**

**Total System: 114.84 Acres**

## Chapter 3: Analysis and Recommendations

### Contents / Highlights

- **Parks and Recreation Needs**
- **Parks and Programs: Goals and Actions**
- **Promotion and Economic Development**
- **Administration, Communication, and Planning**

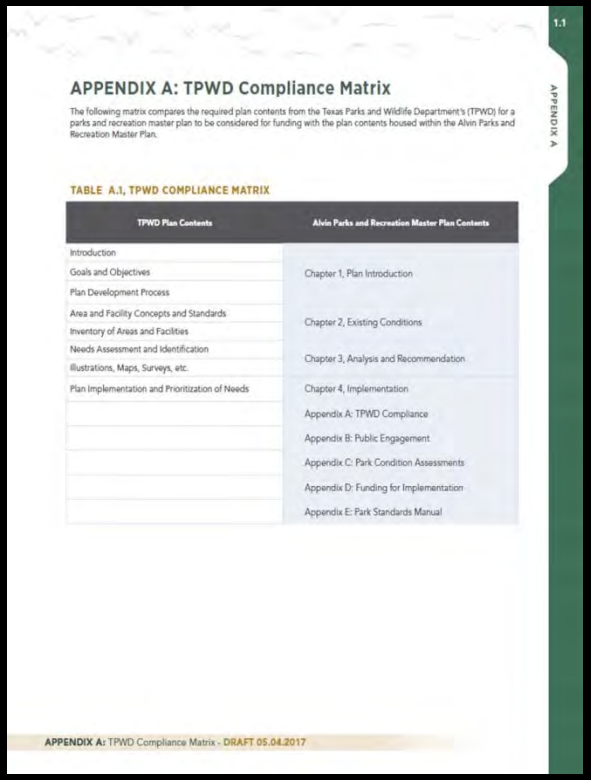



**Map 3.2, Parks and Recreation System Needs**

## Chapter 4: Implementation

### Contents / Highlights

- **Priority Projects**
  - Community Splash Pad Facilities
  - Renovation / Re-Programming Existing Parks
  - Plan to Aquire Needed Park Acreage in Areas of Need
  - Phase 3 Tom Blakeney, Jr. Hike and Bike Trail
  - Community Recreation Center
- **Implementation Program**
  - Capital Projects
  - Policies and Programs
  - Regulations and Standards
  - Partnerships and Coordination
  - More Targeted Planning
- **Capital Improvement Program (5 Year)**



1.1

APPENDIX A

## APPENDIX A: TPWD Compliance Matrix

The following matrix compares the required plan contents from the Texas Parks and Wildlife Department's (TPWD) for a parks and recreation master plan to be considered for funding with the plan contents housed within the Alvin Parks and Recreation Master Plan.

TABLE A.1, TPWD COMPLIANCE MATRIX

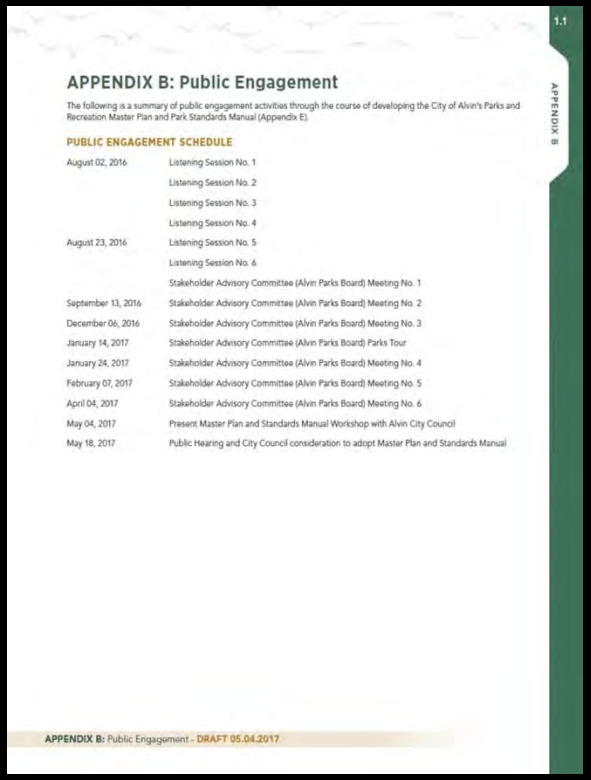
| TPWD Plan Contents | Alvin Parks and Recreation Master Plan Contents |
|---|---|
| Introduction | Chapter 1, Plan Introduction |
| Goals and Objectives | |
| Plan Development Process | |
| Area and Facility Concepts and Standards | Chapter 2, Existing Conditions |
| Inventory of Areas and Facilities | |
| Needs Assessment and Identification | Chapter 3, Analysis and Recommendation |
| Illustrations, Maps, Surveys, etc. | |
| Plan Implementation and Prioritization of Needs | Chapter 4, Implementation |
| | Appendix A: TPWD Compliance |
| | Appendix B: Public Engagement |
| | Appendix C: Park Condition Assessments |
| | Appendix D: Funding for Implementation |
| | Appendix E: Park Standards Manual |



## Appendix A: TPWD Compliance Matrix

### Contents / Highlights

- **TPWD Compliance**
- **Alvin Parks and Recreation Master Plan Contents**



1.1

APPENDIX B

## APPENDIX B: Public Engagement

The following is a summary of public engagement activities through the course of developing the City of Alvin's Parks and Recreation Master Plan and Park Standards Manual (Appendix E).

### PUBLIC ENGAGEMENT SCHEDULE

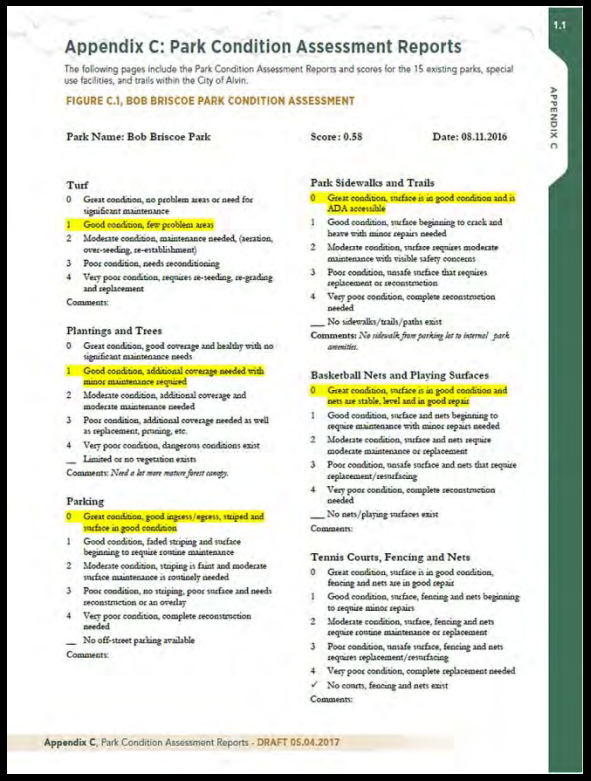
| | |
|---|---|
| August 02, 2016 | Listening Session No. 1 |
| | Listening Session No. 2 |
| | Listening Session No. 3 |
| | Listening Session No. 4 |
| August 23, 2016 | Listening Session No. 5 |
| | Listening Session No. 6 |
| | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 1 |
| September 13, 2016 | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 2 |
| December 06, 2016 | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 3 |
| January 14, 2017 | Stakeholder Advisory Committee (Alvin Parks Board) Parks Tour |
| January 24, 2017 | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 4 |
| February 07, 2017 | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 5 |
| April 04, 2017 | Stakeholder Advisory Committee (Alvin Parks Board) Meeting No. 6 |
| May 04, 2017 | Present Master Plan and Standards Manual Workshop with Alvin City Council |
| May 18, 2017 | Public Hearing and City Council consideration to adopt Master Plan and Standards Manual |



## Appendix B: Public Engagement

### Contents / Highlights

- **6 Listening Sessions**
- **Survey (672 responses)**
- **6 Stakeholder Advisory Committee Meetings**



## Appendix C: Park Condition Assessment Reports

The following pages include the Park Condition Assessment Reports and scores for the 15 existing parks, special use facilities, and trails within the City of Alvin.

FIGURE C.1, BOB BRISCOE PARK CONDITION ASSESSMENT

Park Name: Bob Briscoe Park | Score: 0.58 | Date: 08.11.2016

**Turf**
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

**Plantings and Trees**
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: *Need a lot more mature forest canopy.*

**Parking**
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments:

**Park Sidewalks and Trails**
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: *No sidewalk from parking lot to internal park amenities.*

**Basketball Nets and Playing Surfaces**
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments:

**Tennis Courts, Fencing and Nets**
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Appendix C, Park Condition Assessment Reports - DRAFT 05.04.2017

1.1 APPENDIX C

## Appendix C: Park Condition Assessment Reports

### Contents / Highlights

- Turf
- Plantings and Trees
- Parking
- Park Sidewalks and Trails
- Basketball Nets and Playing Surfaces
- Tennis Courts, Fencing, and Nets
- Park Accessibility
- Park Amenities
- Buildings, Shelters, Pavilions
- Playing Fields and Equipment
- Signage
- Fencing
- Lighting

TABLE 2.9, PARK CONDITION ASSESSMENT

| Condition Criteria | Bob Briscoe Park | Pearson Park | Morgan Park | National Oak Park | Newman Park | Ruben Adame Park | Sealy Park | Talmadge Park | Citizens Park | Hugh Adams Park | Prairie Dog Park | Lions Park | Bob S. Owen Pool | Historic Depot | Alvin Senior Center | Tom Blakeney, Jr. Hike & Buke Trail | Average Weight |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Turf | 1.0 | 0.0 | 0.0 | 2.0 | 0.0 | 1.0 | 4.0[1] | 1.0 | -- | 1.0 | 1.0 | 0.0 | 3.0 | 0.0 | 0.0 | 1.0 | 1.00 |
| Plantings and Trees | 1.0 | 1.0 | 0.0 | 1.0 | 2.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 2.0 | 2.0 | 1.0 | 0.0 | -- | 0.85 |
| Parking | 0.0 | 1.75 | 1.0 | 0.0 | 2.0 | 1.0 | -- | 2.0 | 0.0 | 1.0 | 3.0 | 1.0 | 1.0 | 1.0 | 1.0 | -- | 1.21 |
| Park Sidewalks and Trails | 0.0 | 0.0 | 3.0 | 1.0 | 1.0 | 2.0 | -- | -- | 0.0 | -- | -- | 0.0 | 1.0 | 0.0 | 0.0 | 1.0 | 0.81 |
| Basketball Nets / Play Surface | 0.0 | 0.0 | -- | -- | 2.0 | 0.0 | 1.0 | -- | -- | -- | -- | -- | -- | -- | -- | -- | 0.60 |
| Tennis Courts / Fencing / Nets | -- | 0.0 | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | 0.00 |
| Park Accessibility | 2.0 | 1.0 | 4.0[3] | 1.0[3] | 3.0[3] | 2.0[3] | 3.0[3] | 3.0[3] | 0.0 | 3.0[3] | 3.0 | 0.0 | 1.0 | 0.0 | 1.0 | 1.5 | 1.90 |
| Park Amenities | 0.0 | 1.0 | 2.5 | 1.0 | 1.0 | 2.0 | 1.0 | 0.0 | -- | 1.0 | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 | -- | 0.82 |
| Buildings, Shelters, Pavilions | 0.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | -- | 0.0 | -- | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | -- | 0.30 |
| Playing Fields and Equipment | 0.0 | 0.0 | 1.0 | -- | 0.0 | 1.0 | -- | 1.0 | -- | -- | -- | 1.0 | -- | -- | -- | -- | 0.57 |
| Signage[2] | 1.0 | 1.0 | 2.0 | 1.0 | 2.0 | 2.0 | 2.0 | 3.0 | 0.0 | 1.0 | -- | 2.0 | 1.0 | 1.0 | 0.0 | 1.0 | 1.42 |
| Fencing | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | -- | 1.0 | -- | -- | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | -- | -- | 0.27 |
| Lighting | 2.0 | 1.0 | 2.0 | 0.0 | 2.0 | 3.0 | 2.0 | 2.5 | -- | -- | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 | 3.0 | 1.39 |
| Composite Score | 0.58 | 0.51 | 1.5 | 0.7 | 1.41 | 1.36 | 1.75 | 1.38 | 0.0 | 1.0 | 1.37 | 0.45 | 0.9 | 0.30 | 0.55 | 1.5 | **0.95** |

1. Regulatory and wayfinding signage is needed in all parks.
2. The Majority of turf should be removed from park program.
3. There are no crosswalks.

**Table 2.9: Park Condition Assessment**

## Park Condition Assessment

**Composite Score: 0.95**

## APPENDIX D: Funding for Implementation

Most capital investments involve the outlet of substantial funds; therefore, local governments often must pay for new facilities through appropriations in the annual operating budget. There are numerous techniques available to local governments to pay for capital improvements over a longer period of time. Some of the available techniques include:

**Current Revenue**

This technique is known as "pay-as-you-go" financing and is the financing of improvements from current revenues such as general taxation, service charges, special established funds, or special assessments.

**Reserve Funds**

The use of reserve funds is made possible by accumulating funds in advance for capital acquisition or development. The accumulation may result from surplus or earmarked operational revenues, funds in depreciation reserves, or the sale of capital assets.

### Funding Sources

**DEPARTMENT OF THE INTERIOR - NATIONAL PARK SERVICE**

**Federal Lands to Parks**

The Federal Lands-to-Parks (FLP) enables states and local governments to establish park and recreation areas and adapt historic buildings for public uses. Through FLP, state and local agencies may acquire land and facilities once used for federal purposes at no cost to meet park and recreation needs.

Information about the program is available at: www.ncrc.nps.gov/programs/flp/.

- Community Development Block Grant Program (CDBG) : http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs
- Entitlement Communities Grant: https://www.hudexchange.info/programs/cdbg-entitlement/
- Section 108 Loan Guarantee Program: https://www.hudexchange.info/programs/section-108/
- Colonias Grant: https://www.hudexchange.info/programs/cdbg-colonias/
  - Grant Size: 10% of CDGB Allocations

**LAND AND WATER CONSERVATION FUND**

The Land and Water Conservation Fund was enacted in 1964 (Public Law 88-578) to "create and maintain a nationwide legacy of high quality recreation areas and facilities." LWCF provides funding for: (1) land acquisition for federal land managing agencies; and (2) matching grants to state and local governments for planning (states only), acquisition and development of park and recreation areas and resource based facilities. Specifics for federal land acquisition projects are determined each fiscal year by Congress and the Administration. Of the amounts appropriated in any given fiscal year for the state grants program, 40 percent is divided equally between states and 60 percent is allocated to the states by a population/need-based formula.

A list of state contacts is available at: http://www.nps.gov/ncrc/programs/lwcf/contact_list.html.

All state and local grants require at least a 50 percent match by the non-federal partner. The grantee assumes all operation and maintenance costs in perpetuity.

Information about the program is available at: http://www.nps.gov/ncrc/programs/lwcf/fed_state.html.

- Local Parks Urban Outdoor Recreation
  - $1 Million
  - October 1, 2016
- Local Parks Non-Urban Outdoor Recreation
  - $500,000
  - October 1, 2016
- Local Parks Small Community Recreation
  - $75,000
  - October 1, 2016
- Local Parks Urban Indoor Recreation
  - $1 Million
  - October 1, 2016
- Local Parks Non-Urban Indoor Recreation.
  - $750,000
  - October 1, 2016
- Community Outdoor Outreach Program
  - $50,000
  - February 1, 2017
- Recreational Trails
  - $200,000
  - February 1, 2017

**RIVERS, TRAILS AND CONSERVATION ASSISTANCE**

The RTCA program offers local groups staff assistance and consultations for locally led conservation projects. Projects may include developing trails and greenways or protecting rivers and open space. Regional RTCA offices provide application information and assistance.

A list of regional office contacts is available at: http://www.nps.gov/ncrc/programs/rtca/contactus/cu_offices.html.

Information about the program is available at: www.ncrc.nps.gov/programs/rtca.

APPENDIX D, Funding for Implementation - DRAFT 05.04.2017

1.1

APPENDIX D

## Appendix D: Funding for Implementation

### Contents / Highlights

- **Federal, State, Local Grants and other Funding Sources**

1.1

## Appendix E: Park Standards Manual

As a supplement to the Parks and Recreation Master Plan, a Park Standards Manual was developed for use by the City to guide the planning, design, and construction of park facilities and improvements, as well as the installation of park equipment. The Park Standards Manual establishes minimum design, construction and performance expectations for the City's park furnishings, equipment, and amenities. The intent of the Standards Manual is to inform and guide, in part, park and open space planning, capital improvements and maintenance, in order to sustain life-cycle resource investments within the public realm.

### GOALS

The Parks and Recreation Department ensures quality parks in part by basing designs on the following goals:

**Aesthetics:**

Parks should project a positive image and establish a permanent character for the community and City. Parks should be designed to provide a sense of arrival with reference points to promote legible circulation. Parks should provide places for groups and individuals to convene both formal and impromptu events. They should celebrate nature through seasonal changes and provide something unique, obvious, complex and simple. They should provide both human and monumental scale and should be visible from a distance. ***Overall, a sense of place and community should be created through the design of each park.***

**Function**

Parks should be designed for all community members to use and enjoy. Parks must also be functionally designed for the people who maintain the facilities. The most current products and industry standards should be applied to the park's design.

**Economics**

Parks should be designed for the allocated budgetary considerations and to provide maintenance practices and recommendations that are economical.

### STANDARDS

The Standards Manual will include facility guidelines for addressing the following:

- age appropriate design guidelines for playgrounds;
- fall surfacing guidelines for playgrounds;
- planning play area for children;
- resource information for:
  - playground safety and injury prevention Resources;
  - playground surface manufacturers and distributors;
  - playground equipment manufacturers and distributors; and
- equipment maintenance guidelines for playgrounds;

APPENDIX E

Play structure at Prince George's County (Upper Marlboro, MD) Employees Childcare Center; designed for children, ages six to 23 months, and two to five years. Note the fall surface coverage and the degree of enclosure. Source: Landscape Structures

APPENDIX E, Park Standards Manual - DRAFT 05.04.2017

## Appendix E: Park Standards Manual

### Contents / Highlights

- **Age-appropriate design guidelines for playgrounds**
- **Fall surfacing guidelines for playgrounds**
- **Planning play areas for children**
- **Resources information for:**
  - **playground safety and injury prevention**
  - **playground surface manufacturers**
  - **playground equipment manufacturers**

# Thank you !!

**MINUTES**
**CITY OF ALVIN, TEXAS**
**216 W. SEALY STREET**
**CITY COUNCIL WORKSHOP MEETING**
**THURSDAY, APRIL 20, 2017**
**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 Workshop Session at 6:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-Tem Gabe Adame; Council members: Adam Arendell, Scott Reed, Brad Richards, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Robert Lee, Police Chief, and Suzanne Hanneman, Deputy City Attorney; and Julie Siggers, Convention and Visitor Bureau Director and Alexander Aggor, Management Assistant.

## WORKSHOP ITEMS

Discuss Mural Policy.

Staff gave a presentation on a proposed mural policy. The options presented were 1) a mural ordinance that provides a permitting process for all murals on private property throughout the city; 2) a public art program that limits just to the downtown area; 3) limited to public owned property; and 4) no policy. Council directed staff not to prepare a mural ordinance and allow the downtown committee to work the private sector.

Discuss Convention and Visitors Bureau (CVB) organizational models.

Mr. Junru Roland, Assistant City Manager/CFO, presented the four Convention & Visitor Bureau organizational models:

- CVB as a Government Agency
    - Current Model
    - CVB is a department within the city government
    - Reports to the Assistant City Manager
    - CVB staff are governed by city policies, receive city benefits

- CVB as an Independent Agency
    - Often 501(c)(6)
    - Governing Board of Directors
    - City & CVB enter a contractual agreement, in which City provides funding to CVB
    - Other revenue streams include:
    - service fees
    - advertising sales in CVB publications & on CVB website
    - membership based

- CVB as a division of the Chamber of Commerce
    - City contracts with the Chamber for tourism development for the City

    - CVB funding comes from City's HOT funds
    - Chamber may make financial commitment to the CVB program through personnel and/or physical office costs.
    - Some Chambers charge and receive a management fee

- CVB as a Hybrid (staff's recommendation)
    - CVB program remains a department of the City
    - CVB program and staff are governed by City polices; and CVB staff receive City benefits
    - An "independent" HOT fund Committee is created

Council directed staff to prepare a resolution of model #4 for consideration at the May 4th council meeting.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 6:45 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

_____
Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES**
**CITY OF ALVIN, TEXAS**
**216 W. SEALY STREET**
**CITY COUNCIL**
**REGULAR MEETING**
**THURSDAY, APRIL 20, 2017**
**7:00 P.M.**

## CALL TO ORDER

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

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Robert E. Lee, Police Chief, Larry Buehler, Director of Economic Development and Dan Kelinske, Parks & Recreation Director.

## INVOCATION AND PLEDGE OF ALLEGIANCE

Vangie Gonzales gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge to the Texas Flag.

## PUBLIC COMMENT

There were no public comments.

## PRESENTATIONS

Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the City's 2016-17 budget document.

Mr. Roland presented the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the City's 2016-17 annual budget document. He thanked and introduced members of the Finance Department: Florence Chapa and Maria Aguirre.

Departmental Update – Economic Development/Strategic Projects.

Larry Buehler, Economic Development Director gave an economic development and strategic project update.

## CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

A. Approve minutes of the April 6, 2017 City Council regular meeting.

B. Receive and acknowledge receipt of the Fiscal Year 2017 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

*Staff continues to carry out actions on budgeted projects as defined in the 2017 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date. Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.*

C. Consider a Memorandum of Understanding (MOU) between the Alvin ISD Police Department and the Alvin Police Department outlining communications and coordination efforts between departments/agencies; and authorize the Mayor to sign.

*The Education Code section 38.081g requires that "a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines*

*reasonable communications and coordination efforts between departments and the agencies." In order to maintain compliance with the Education Code Alvin ISD Police Department has drafted the attached memorandum of understanding (MOU). This MOU contains updated language and replaces one completed several years ago. The MOU outlines communication, coordination and mutual assistance between Alvin ISD Police Department and Alvin Police Department. The MOU does not outline any responsibility or duty for Alvin Police Department that would not be a normal part of function of Alvin Police Department in the performance of day-to-day operations.*

Council member Arendell requested to remove Item C from the consent agenda - *Consider a Memorandum of Understanding (MOU) between the Alvin ISD Police Department and the Alvin Police Department outlining communications and coordination efforts between departments/agencies; and authorize the Mayor to sign.*

Council member Thompson moved to approve the consent agenda excluding Item C as presented. Seconded by Council member Richards; motion carried with a vote of 7 Ayes.

**OTHER BUSINESS:**

Consider a Memorandum of Understanding (MOU) between the Alvin ISD Police Department and the Alvin Police Department outlining communications and coordination efforts between departments/agencies, and authorize the Mayor to sign. (Item removed from Consent Agenda).

Council member Arendell asked if something similar was in place with Alvin Community College. Chief Lee explained that this MOU is required under the Texas Education Code for school districts. Brief discussion was had.

Council member Arendell moved to approve the Memorandum of Understanding (MOU) between the Alvin ISD Police Department and the Alvin Police Department outlining communications and coordination efforts between departments/agencies, and authorize the Mayor to sign. Seconded by Council member Adame; motion carried with a vote of 7 Ayes.

Receive and acknowledge receipt of the Financial and Quarterly Investment reports for March, 2017.

*The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.*

Council member Thompson moved to receive and acknowledge receipt of the Financial and Quarterly Investment reports for March, 2017. Seconded by Council member Starkey; motion carried with a vote of 7 Ayes.

Consider a Memorandum of Understanding (MOU) with the Brazoria County Conservation and Reclamation District #3 (C&R #3) for the rehabilitation of the pedestrian bridge located along the Tom Blakeney Jr. Hike and Bike Trail crossing Mustang Bayou.

*The Education Code section 38.081g requires that "a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communications and coordination efforts between departments and the agencies." In order to maintain compliance with the Education Code Alvin ISD Police Department has drafted the attached memorandum of understanding (MOU). This MOU contains updated language and replaces one completed several years ago. The MOU outlines communication, coordination and mutual assistance between Alvin ISD Police Department and Alvin Police Department. The MOU does not outline any responsibility or duty for Alvin Police Department that would not be a normal part of function of Alvin Police Department in the performance of day-to-day operations.*

Council member Reed moved to approve a Memorandum of Understanding (MOU) with the Brazoria County Conservation and Reclamation District #3 (C&R #3) for the rehabilitation of the

pedestrian bridge located along the Tom Blakeney Jr. Hike and Bike Trail crossing Mustang Bayou. Seconded by Council member Richards; motion carried with a vote of 7 Ayes.

Council member Reed thanked Mr. Kelinske and staff for the savings found in working with the C&R District to repair the pedestrian bridge over Mustang Bayou.

**REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.
Ms. Breland reviewed the preliminary list for the May 4, 2017 City Council meeting.

Items of Community Interest.
Mrs. Roberts reviewed items of community interest.

**REPORTS FROM COUNCIL MEMBERS**

Announcements and Items of Community Interest.

Council member Thompson thanked Mr. Roland and the Finance team for the job they do for the City. He also thanked Mr. Kelinske for the savings found in working with the C&R District to repair the pedestrian bridge over Mustang Bayou.

Council member Reed thanked Mr. Roland and the Finance Department for their service. He explained that his work schedule has increased which has caused his absence from City Council meetings and will unfortunately continue to do so in the future. He stated that he will continue to work hard for the constituents of District A.

Council member Arendell reminded everyone that Frontier Days will be held next weekend.

Council member Adame extended an open invitation to attend the Lion's Club casino night fundraiser on May 5th at the KC Hall.

Council member Starkey spoke to the positive remarks heard about the city's drainage during the recent heavy rains.

Mayor Horn thanked the Finance Department for the outstanding job they provide for the City.

**EXECUTIVE SESSION**

Mayor Horn called for an executive session at 7:40 p.m. in accordance to the following

**SECTION 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

**SECTION 551.071** - of the Government Code: Consultation between governmental body and its attorney to seek advice of attorney about pending or contemplated litigation or a settlement offer or a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened the meeting into open session at 8:55 p.m.

Consider a separation agreement with the City Attorney; and/or
Council member Starkey moved to notify Ms. Kacz that her employment contract is terminated effective 30 days from this date. Seconded by City Council member Thompson; motion carried with 4 Ayes and Council member's Adame, Arendell and Reed voting No.

Settlement offer pertaining to the City Attorney's employment agreement.
Council member Starkey moved to authorize the Mayor and Olson & Olson to attempt to negotiate a separation agreement regarding severance benefits for City Council's consideration. The settlement agreement must provide reimbursement to the City for all health insurance premiums paid on behalf of Lloyd Stansberry and for reimbursement to TML-IEB for all costs of coverage of Lloyd Stansberry under the City Insurance Policies. The agreement must include a waiver of all claims against the City. The agreement must be returned to City Council for consideration at the next regular meeting. If the settlement agreement proposed is not acceptable to City Council, then City Council will determine what, if any, severance will be provided at that time. Seconded by City Council member Thompson; motion carried with 4 Ayes and Council member's Adame, Arendell and Reed voting No.

**ADJOURNMENT**
Mayor Horn adjourned the meeting at 8:59 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

ATTEST: _____
Dixie Roberts, City Clerk

_____
Paul A. Horn, Mayor

# Agenda Commentary

**Meeting Date:** 5/4/2017

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

**Agenda Item:** Consider bid award to Tex-Con Construction Services, LLC. for the 2017 Concrete Repair Program, and approve a one (1) year contract with an option to renew for one (1) year with the same terms and conditions, and authorize the City Manager to sign the contract subject to legal review.

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

**Summary:** On April 11, 2017 bids were opened for the 2017 Concrete Repair Program and Tex-Con Construction Services, LLC. was the qualified low bidder. This Contractor has never worked on a City of Alvin project. Engineering Staff has verified references for this Contractor and all references were highly satisfied with the work performed.

Project Budget: $150,000
**Total Contract Amount Including Alternate Bid Items: $104,980**

The 2017 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last seven years.

Staff recommends approval.

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

**Funding Account:** 312-5501-00-3410 **Amount:** $104,980 **1295 Form Required?** Yes X No ___

**Legal Review Required:** N/A ___ Required X **Date Completed:** 5/1/2017

**Supporting documents attached:**

- Bid Tabulation
- Proposal
- Agreement

**Recommendation:** Move to award a bid to Tex-Con Construction Services, LLC. for the 2017 Concrete Repair Program, and approve a one (1) year contract with an option to renew for one (1) year with the same terms and conditions, and authorize the City Manager to sign the contract subject to 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 ☒

# BID TABULATION

## 2017 Concrete Repair Program City of Alvin

| Item | Description | Unit | Quanity | Tex-Con Services | | ABB Concrete & Construction Services | | A Status Construction | | AGR Construction, LLC | | R Miranda Trucking and Construction, LLC | | Tandum Services, LLC | | Solid Rock Concrete, Inc. | | Excel Paving Company,LLC | | Lopez Utilities Contractor,LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Remove & Replace 7" Concrete Pavement | S.Y. | 200 | $71.90 | $14,380.00 | $76.45 | $15,290.00 | $72.00 | $14,400.00 | $65.00 | $13,000.00 | $100.00 | $20,000.00 | $70.00 | $14,000.00 | $88.23 | $17,646.00 | $77.35 | $15,470.00 | $165.00 | $33,000.00 |
| 2 | Traffic Control | L.S. | 1 | $1,000.00 | $1,000.00 | $1,500.00 | $1,500.00 | $3,500.00 | $3,500.00 | $10,000.00 | $10,000.00 | $5,750.00 | $5,750.00 | $5,000.00 | $5,000.00 | $862.50 | $862.50 | $5,000.00 | $5,000.00 | $4,000.00 | $4,000.00 |
| 3 | Remove & Replace 6" Concrete Driveway Pavement | S.Y. | 200 | $74.00 | $14,800.00 | $71.57 | $14,314.00 | $67.50 | $13,500.00 | $55.00 | $11,000.00 | $72.50 | $14,500.00 | $69.00 | $13,800.00 | $86.71 | $17,342.00 | $74.00 | $14,800.00 | $95.00 | $19,000.00 |
| 4 | Remove & Replace 6" Concrete Curb | L.F. | 200 | $23.00 | $4,600.00 | $12.92 | $2,584.00 | $14.00 | $2,800.00 | $25.00 | $5,000.00 | $10.00 | $2,000.00 | $6.00 | $1,200.00 | $9.20 | $1,840.00 | $15.60 | $3,120.00 | $28.00 | $5,600.00 |
| 5 | Remove & Replace 6" X 24" Concrete Curb & Gutter | L.F. | 200 | $23.00 | $4,600.00 | $52.75 | $10,550.00 | $18.00 | $3,600.00 | $50.00 | $10,000.00 | $20.00 | $4,000.00 | $40.00 | $8,000.00 | $51.75 | $10,350.00 | $31.00 | $6,200.00 | $45.00 | $9,000.00 |
| 6 | Remove & Replace 4" Concrete Sidewalk | S.Y. | 200 | $22.00 | $4,400.00 | $68.97 | $13,794.00 | $49.50 | $9,900.00 | $55.00 | $11,000.00 | $63.25 | $12,650.00 | $69.00 | $13,800.00 | $85.39 | $17,078.00 | $65.00 | $13,000.00 | $75.00 | $15,000.00 |
| 7 | Remove & Replace Concrete BarrierFree Ramp (Single) | EA. | 5 | $1,650.00 | $8,250.00 | $1,050.00 | $5,250.00 | $2,000.00 | $10,000.00 | $1,700.00 | $8,500.00 | $1,500.00 | $7,500.00 | $2,000.00 | $10,000.00 | $850.00 | $4,250.00 | $2,500.00 | $12,500.00 | $4,250.00 | $21,250.00 |
| 8 | Remove& Replace Concrete Barrier Free Ramp (Double) | EA. | 5 | $1,700.00 | $8,500.00 | $1,550.00 | $7,750.00 | $2,500.00 | $12,500.00 | $1,900.00 | $9,500.00 | $3,000.00 | $15,000.00 | $2,500.00 | $12,500.00 | $1,700.00 | $8,500.00 | $3,000.00 | $15,000.00 | $4,700.00 | $23,500.00 |
| 9 | Concrete Saw Cut Full Depth | L.F. | 200 | $6.50 | $1,300.00 | $7.00 | $1,400.00 | $8.00 | $1,600.00 | $20.00 | $4,000.00 | $15.00 | $3,000.00 | $8.00 | $1,600.00 | $17.50 | $3,500.00 | $5.00 | $1,000.00 | $8.00 | $1,600.00 |
| 10 | Stabilized Sand 1.5 Sack Per Ton | TON | 50 | $25.00 | $1,250.00 | $65.00 | $3,250.00 | $90.00 | $4,500.00 | $30.00 | $1,500.00 | $72.50 | $3,625.00 | $60.00 | $3,000.00 | $136.53 | $6,826.50 | $40.00 | $2,000.00 | $60.00 | $3,000.00 |
| 11 | Mobilization | L.S. | 1 | $1,000.00 | $1,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $15,000.00 | $15,000.00 | $14,950.00 | $14,950.00 | $15,000.00 | $15,000.00 | $1,500.00 | $1,500.00 | $5,000.00 | $5,000.00 | $3,000.00 | $3,000.00 |
| 12 | Install 4" Concrete Sidewalk | S.Y. | 200 | $24.00 | $4,800.00 | $58.50 | $11,700.00 | $45.00 | $9,000.00 | $35.00 | $7,000.00 | $50.00 | $10,000.00 | $60.00 | $12,000.00 | $63.00 | $12,600.00 | $46.80 | $9,360.00 | $75.00 | $15,000.00 |
| 13 | Install Concrete BarrierFree Ramp (Single) | EA. | 5 | $1,600.00 | $8,000.00 | $750.00 | $3,750.00 | $1,750.00 | $8,750.00 | $900.00 | $13,500.00 | $1,200.00 | $6,000.00 | $1,000.00 | $5,000.00 | $1,300.00 | $6,500.00 | $2,000.00 | $10,000.00 | $3,200.00 | $16,000.00 |
| 14 | Install Concrete BarrierFree Ramp (Double) | EA. | 5 | $1,600.00 | $8,000.00 | $1,100.00 | $5,500.00 | $1,800.00 | $9,000.00 | $1,100.00 | $5,500.00 | $2,500.00 | $12,500.00 | $1,500.00 | $7,500.00 | $650.00 | $3,250.00 | $2,500.00 | $12,500.00 | $3,200.00 | $16,000.00 |
| **SUB-TOTAL** | | | | | **$84,880.00** | | **$99,632.00** | | **$106,050.00** | | **$124,500.00** | | **$131,475.00** | | **$122,400.00** | | **$112,045.00** | | **$124,950.00** | | **$184,950.00** |

## ALTERNATE ITEMS

## 2017 Concrete Repair Program City of Alvin

| Item | Description | Unit | Quanity | Tex-Con Services | | ABB Concrete & Construction Services | | A Status Construction | | AGR Construction, LLC | | R Miranda Trucking and Construction, LLC | | Tandum Services, LLC | | Solid Rock Concrete, Inc. | | Excel Paving Company,LLC | | Lopez Utilities Contractor,LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 15 | Remove Existing Inlet Install Cast-In -Place Type "CC" Inlet | S.Y. | 1 | $4,800.00 | $4,800.00 | $2,340.00 | $2,340.00 | $3,000.00 | $3,000.00 | $2,500.00 | $2,500.00 | $2,500.00 | $2,500.00 | $6,200.00 | $6,200.00 | $7,935.00 | $7,935.00 | $7,400.00 | $7,400.00 | $4,800.00 | $4,800.00 |
| 16 | Remove Existing Inlet Install Cast-In -Place Type "BB" Inlet | L.S. | 1 | $5,000.00 | $5,000.00 | $2,640.00 | $2,640.00 | $3,500.00 | $3,500.00 | $2,500.00 | $2,500.00 | $2,400.00 | $2,400.00 | $6,000.00 | $6,000.00 | $8,879.15 | $8,879.15 | $7,400.00 | $7,400.00 | $4,800.00 | $4,800.00 |
| 17 | Remove Existing Inlet Install Cast-In -Place Type "B" Inlet | S.Y. | 1 | $3,500.00 | $3,500.00 | $2,490.00 | $2,490.00 | $2,500.00 | $2,500.00 | $1,250.00 | $1,250.00 | $1,500.00 | $1,500.00 | $4,200.00 | $4,200.00 | $6,030.60 | $6,030.60 | $6,500.00 | $6,500.00 | $4,150.00 | $4,150.00 |
| 18 | Remove Existing Inlet Install Cast-In -Place Type "C" Inlet | L.F. | 1 | $3,500.00 | $3,500.00 | $2,340.00 | $2,340.00 | $2,750.00 | $2,750.00 | $1,250.00 | $1,250.00 | $1,500.00 | $1,500.00 | $4,200.00 | $4,200.00 | $6,886.20 | $6,886.20 | $6,500.00 | $6,500.00 | $4,150.00 | $4,150.00 |
| 19 | Remove Existing Inlet Install Cast-In -Place Type "A" Inlet | L.F. | 1 | $3,300.00 | $3,300.00 | $2,550.00 | $2,550.00 | $2,000.00 | $2,000.00 | $1,250.00 | $1,250.00 | $1,500.00 | $1,500.00 | $4,000.00 | $4,000.00 | $6,610.20 | $6,610.20 | $6,500.00 | $6,500.00 | $4,200.00 | $4,200.00 |
| **SUB-TOTAL** | | | | | **$20,100.00** | | **$12,360.00** | | **$13,750.00** | | **$8,750.00** | | **$9,400.00** | | **$24,600.00** | | **$36,341.15** | | **$34,300.00** | | **$22,100.00** |
| **TOTAL BID** | | | | | **$104,980.00** | | **$111,992.00** | | **$119,800.00** | | **$133,250.00** | | **$140,875.00** | | **$147,000.00** | | **$148,386.15** | | **$159,250.00** | | **$207,050.00** |

# PROPOSAL

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

FROM: **2017 Concrete Repair Program**
**Bid No. B- 17-04**
**Acc. No. 312-5501-00-3410**

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **365 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

## AGREEMENT BETWEEN THE CITY OF ALVIN AND CONTRACTOR

The Owner: THE CITY OF ALVIN, 216 W. Sealy, Alvin, Texas 77511 (the City)

And

The Contractor: _____
(Address for Written Notice) _____

**Project Title: 2017 Concrete Repair Program**
**Project Location: City of Alvin, Texas**
**Bid No. B-17-04**
**Acc. No. 312-5501-00-3410**

(Address for Written Notice) 1100 W. Highway #6
Alvin, Texas 77511

**THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:**

### ARTICLE 1
### WORK OF THIS CONTRACT

1.1 The Contractor shall execute the Work and furnish all materials, supplies, machinery, equipment, tools, superintendence, labor and all other services necessary to complete construction in accordance with the provisions of the Contract Documents.

### ARTICLE 2
### DATE OF COMMENCEMENT AND DATE OF SUBSTANTIAL COMPLETION

2.1 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is the date established by Notice to Proceed from the Engineer to the Contractor.

2.2 The Contractor shall achieve substantial completion of the Work not later **than 365** calendar days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

2.3 Should Contractor fail to achieve substantial completion of the Work within the Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

### ARTICLE 3
### THE CONTRACT PRICE

3.1 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of:

_____

_____ Dollars ($_____ )

3.2 The Contract Price may be subject to adjustments as provided in Contract Documents.

## ARTICLE 4
## PAYMENTS

4.1 For Contracts which include Performance and Payment Bonds, the Owner shall make progress payments to the Contractor on account of the Contract Price as provided below and elsewhere in the Contract Documents; otherwise, the Contractor shall be paid by a single lump-sum payment upon find completion and acceptance of all contract work.

4.2 The period covered by each progress payment shall be one calendar month ending on the last day of the month.

4.3 The Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.

4.4 The entire unpaid balance of the Contract Price shall be made by the City to the Contractor as provided in the Contract Documents.

## ARTICLE 5
## MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.

5.3 The Work may be suspended by the City as provided in the General Conditions.

## ARTICLE 6
## ENUMERATION OF CONTRACT DOCUMENTS

6.1 This Agreement shall consist of the documents enumerated in this Article which shall be referred to as the Contract Documents and which are incorporated herein by reference.

6.2 The General Conditions are those stated on pages 1 through 40.

6.3 The Special Conditions of the Contract are those stated on pages SC-1 through SC-7.

6.4 The Specifications.

6.5 The Drawings are identified by the sketches, approved and bound.

6.6 The Addenda, issued separately, which apply to Contract Documents, if any, are as follows:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

6.7 Attachments to this Agreement are as follows:

| Document | Title |
|---|---|
| [X] | Schedule of Unit Price Work |
| [X] | Resolution of Corporation (if a corporation) |
| [X] | Performance Bond |
| [X] | Payment Bond |
| [X] | One-Year Maintenance Bond |
| [ ] | One-Year Surface Correction Bond |
| [X] | Affidavit of Insurance (with Certificate of Insurance attached) |
| [X] | Prevailing Wage Rates (Ordinance No. 2004) |
| [X] | Worker's Compensation Addendum |

6.8 Approved Change Orders
6.9 Instructions to Bidders
6.10 Contractor's Bid

## ARTICLE 7
## CONFLICTS BETWEEN OR AMONG CONTRACT DOCUMENTS

In the event of a conflict or inconsistency between or among the terms or provisions of the Contract Documents, the following documents shall supersede and control in order of precedence as follows:

(a) The Agreement between City of Alvin and Contractor
(b) Changes
(c) Addenda
(d) Bidding Documents
(e) Special Conditions
(f) Specifications
(g) Drawings
(h) Supplementary Conditions
(i) General Conditions
(j) Contractor's Bid

## ARTICLE 8
## SPECIAL PROVISIONS

(a) No Arbitration. This Contract shall not be subject to arbitration, it being understood and agreed that disputes shall be settled through the judicial system.
(b) Warranty. The Contractor warrants that the work shall be free from defects and agrees to deliver

a Project free from all faults and defects.

(c) Subcontractors. The Contractor shall be responsible and liable for the work, acts and/or omissions of its subcontractors.

(d) Claims. Claims made by the Contractor under this Contract must be finally approved by the Owner.

(e) No Damages for Delay. If this Contract expressly provides that any materials, supplies, equipment, labor, information, services, or things of any kind shall be furnished by the City, the City shall use reasonable efforts to have the same furnished in a timely manner, but the City shall not be responsible for or liable to the Contractor for any delay in the furnishing thereof. THE CITY SHALL NOT BE LIABLE FOR AND THE CONTRACTOR SHALL RECEIVE NO COMPENSATION FOR DELAYS OR HINDRANCES TO THE WORK.

This Agreement is entered into as of the date signed by the Mayor of the City and is executed in three original copies of which two is to be retained by the City and one is to be delivered to the Contractor.

| | |
|---|---|
| THE CONTRACTOR: | THE CITY: |
| _____ | CITY OF ALVIN, TEXAS |
| By:_____ | By:_____ |
| Name: | Sereniah Breland, City Manager |
| Title: | Date: |
| Date: | |
| ATTEST/SEAL | ATTEST/SEAL |
| By_____ | By:_____ |
| Name: | Dixie Roberts, City Clerk |
| Title: | Date: |
| Date: | |

APPROVED AS TO FORM

By:_____
Suzanne Hanneman, Deputy City Attorney
Date:

# AGENDA COMMENTARY

**Meeting Date:** 5/4/2017

**Department:** Parks and Recreation **Contact:** Dan Kelinske, Director

**Agenda Item:** Consider Addendum No. 1 for a one (1) year renewal to the Janitorial Services Contract with Oriental Building Services, Inc. for janitorial services for City owned buildings and park restrooms in the amount of $90,780, and authorize the City Manager to sign the contract subject to legal review.

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

**Summary:** The original agreement was approved by City Council on August 4, 2016, in the amount $80,780.52, with options of additional services per request beginning September 1, 2016 thru September 30, 2017. During this time, staff requested additional weekly janitorial service for the permanent restroom at National Oak Park. The original bid price was $360 per week for 7-day service.

Routine cleaning site locations include: City Hall, Public Services Facility, Alvin Library, Senior Citizen's Center, Museum, Train Depot, Police Department, Alvin Animal Adoption Center. Additional site include: Portable Restroom Trailer, Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S. Owen Pool Restrooms, National Oak Park Restrooms, and Alvin Girl Scout House. These additional sites are scheduled and billed separately as requested by the City of Alvin.

The National Oak Park restrooms were added as routine service during the FY17 upon the completion of construction and the annual price for 7 day per week service was reduced from $360 per week to $833.33 monthly, and included 6 days per week service rather than 7, to remain within the budgeted limits of $10,000.

This is the first of three (3) one (1) year renewal options with Oriental Building Services Inc. in the amount $90,780.48 with options of additional services per request.

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

**Funding Account:** _____ **Amount:** $90,780.48 **1295 Form Required?** Yes X No ___

**Legal Review Required:** N/A ___ Required X **Date Completed:** 5/1/2017

**Supporting documents attached:**

- Renewal Request Letter
- Addendum No. 1
- Janitorial Services Contract

**Recommendation:** Move to approve Addendum No. 1 for a one (1) year renewal to the Janitorial Services Contract with Oriental Building Services, Inc. for janitorial services for City owned buildings and park restrooms in the amount of $90,780, and authorize the City Manager to sign the contract subject to 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 ☐

Oriental
BUILDING SERVICES, INC

April 6, 2017

Mr. Dan Kelinske
Dir. of Park and Recreation
City of Alvin
309 W. Sealy
Alvin TX 77511

Re: Intent to renew Janitorial contract B-16-13 for FY 2017-2018

Dear Mr. Kelinske

Thank you for inviting us back for another year. Please, accept this letter for Oriental Building Services "OBS" intent to renew Janitorial contract B-16-13 for the first of four renew option. With the renew, OBS will continue to provide janitorial services to City of Alvin on the building listed, according to the requirement within the contract.

Pricing, will remain the same with no increase. The only adjustment on the pricing with be the National Oak Park restroom services to 833.33 per month. (Pricing sheet attached)

Mr. Kelinske, after you and the city review our intent and pricing. If you have any question, please feel free to contact me. We at Oriental Building Services and our staffs, look forward continue to provide the services to City of Alvin.

Sincerely,

Sydney Jim
Director
Oriental Building Services-South Houston

EXHIBIT A

14100 Southwest Fwy Ste 360
Sugar Land, TX 77478 | Phone (713) 702-7037

**ADDENDUM NO. 1**

**TO THE**
**CITY OF ALVIN**
**JANITORIAL SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin Janitorial Agreement ("Addendum No. 1") is made on this the _____ day of _____, 2017 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and Oriental Building Services, Inc., (the "Contractor").

**WHEREAS**, on August 4, 2016, the City approved and entered into a Janitorial Services Agreement for janitorial services to the City of Alvin facilities (the "Agreement"); and

**WHEREAS**, this Agreement provided for a term ending on September 30, 2017; and

**WHEREAS**, Section 4.01 of the Agreement states that renewal shall be the sole discretion of the City and requires approval of the governing body. (See Oriental Building Services, Inc.'s letter attached as Exhibit "A"). The initial Agreement shall be for one (1) year, with three (3) additional one (1) year renewable options; and

**WHEREAS**, the City and Oriental Building Services, Inc. desire to extend the term of the Agreement for an additional year ending September 30, 2018.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Oriental Building Services, Inc. hereby agree as follows:

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, including a modification for the pricing and frequency of the restrooms at National Oak Park, from $360.00 per week for seven (7) days a week, to $833.33 per month, for six (6) days a week.

**II.**

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

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

**ORIENTAL BUILDING SERVICES, INC.**

By:_____
Name: _____
Title: _____

ATTEST/SEAL

By:_____
Name:
Title:

**CITY OF ALVIN, TEXAS**

By:_____
Paul A. Horn, Mayor

ATTEST/SEAL

By:_____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By:_____
Suzanne L. Hanneman
Deputy City Attorney

# JANITORIAL SERVICES CONTRACT

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

**THAT THIS JANITORIAL SERVICES CONTRACT** (the "Janitorial Services Contract") is entered into on this the 4th day of August, 2016 by and between the **CITY OF ALVIN, TEXAS,** a home-rule city of the State of Texas (the "City') and **ORIENTAL BUILDING SERVICES, INC.,** (the "Contractor") with an effective date of September 1, 2016

## WITNESSETH.

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

**WHEREAS**, bids were received on or about July 12, 2016, and were extensively evaluated by the City staff; and

**WHEREAS**, through such evaluation it was determined that Oriental Building Services, Inc. presented the best proposal, and

**WHEREAS**, the City desires to enter into a janitorial services contract with Oriental Building Services, Inc., according to the terms stated in the Contract;

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

I

## SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the "RFP"), copies of which are attached hereto as Exhibit "A ' respectively, and incorporated herein by reference for all purposes The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence

(1) this Janitorial Services Contract document,

(2) the RFP,

(3) the Bid

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

II.

## COMPENSATION

**2.01 – Payments.**

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of $ 80,780 52

"Additional Services" as outlined in the Work Specifications will be at an additional cost,

not included in the total amount, on a per request – per services performed basis. Contractor will bill the City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment shall be made by the City as described by Chapter 2251 of the Texas Government Code (known as the Texas Prompt Payment Act), that being thirty (30) days from City's receipt of Contractor's invoice

## III.

## NOTICE

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

## IV.

## TERM

**4.01 – Term.**

Subject to the provisions of this Janitorial Services Contract, the term of this Contract shall commence on the effective date and shall terminate one year later unless terminated earlier in accordance within the provisions hereof. The contract shall be for one (1) year from the date services commence. This Contract may be renewed for a one (1) year renewal term, for a maximum of three (3) renewal terms. Each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body The City of Alvin may cancel this contract without cause upon thirty (30) days advance written notice to Contractor

**IN WITNESS WHEREOF**, the parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof

CONTRACTOR

By _____
Name: Sydney Jim
Title Vice President of Operations

ATTEST/SEAL

By _____
Name
Title:

CITY OF ALVIN, TEXAS

By _____
Sereniah Breland
City Manager

ATTEST/SEAL

By _____
Dixie Roberts
City Clerk

# EXHIBIT "A"

## CITY OF ALVIN
## SPECIFICATIONS FOR
## JANITORIAL SERVICES

**DESCRIPTION** The City of Alvin is seeking proposals for janitorial service for various buildings and offices. The contract shall be for a one (1) year term from the date services commence This Contract may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body

**CONFLICT OF INTEREST·** Each contractor will complete and file the attached Conflict of Interest Questionnaire as required by the Local Government Code with their bid proposal. Failure to complete and file this questionnaire will revoke any proposal submitted.

**PERFORMANCE.** The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performance as well as results.

**EVALUATION CRITERIA.** The contract will be awarded on the basis of the lowest responsible bid or to the bidder who provides services at the best value for the City of Alvin, and will include reference checks. The City reserves the right to reject any and all bids and to waive any irregularities in bids. The City may accept any bid deemed advantageous.

**INDEPENDENT CONTRACTOR.** Contractor shall perform the work to be done hereunder as an independent contractor and shall not be deemed as agent or employee of the City of Alvin. The City of Alvin shall have no direction or control of the method or manner in which the work is performed by Contractor under the provisions of this contract, but shall be interested solely in the determining that the facility(ies) is being properly cleaned and that performance is in compliance with the provisions hereof. To that end, the City of Alvin may inspect the Contractor's work at any time.

**CONTRACTOR'S CONTRACT ADMINISTRATION** The successful contractor, whether a person, persons, partnership, company firm association, corporation, or other, will have or shall establish and maintain during the life of this contract a fully operational business office within the Houston Metropolitan area. The contractor shall charge, assign, or delegate to this office full authority to transact all business actions in the performance of the contract. This local authority shall be made responsible to act for the contractor in all matters pertaining to the work and services governed by the contract whether it is administrative or otherwise

**TERMINATION OF CONTRACT** Upon failure of the contractor to perform the described services, this contract may be canceled by the City of Alvin with thirty (30) days written notice

prior to date of termination, such determination may be stayed at the sole discretion of the City if the contractor cures the default within the 30-day notice period to the satisfaction of the City

**BILLING** The City shall be billed on a separate invoice for each location. The invoices shall identify the purchase order issue number issued by the City Invoices shall be submitted on a monthly basis to the City

**QUALITY CONTROL VERIFICATION** The designated City representative will be contacted about problems as they arise. The contractor shall contact the Director of Parks and Recreation, or his designee, at least once a month to determine the service quality and to correct any on-going problems.

**TEXAS HAZARD COMMUNICATION ACT·** The successful contractor shall be responsible for complying with the provisions of the Texas Hazard and Communications Act. The contractor shall provide notice to employees of the Act and its provisions, conduct at least annual education and training for employees, develop a workplace chemical list, advise the appropriate authorities of required information, maintain appropriate paperwork and documentation, and comply with other requirements as applicable

**INSURANCE** Upon award of the contract, the successful contractor shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, which shall contain the following minimum requirements.

**STATUTORY WORKERS COMPENSATION**

| | |
|---|---|
| PUBLIC LIABILITY | $1,000,000 combined single limit |
| PROPERTY DAMAGE | $2,000,000 per occurrence<br>$2,000,000 aggregate |
| SECURITY BOND | $25,000 per person |

**FIRE PROTECTION AND PREVENTION**

The successful contractor shall comply with all fire protection measures prescribed in the City Fire Code All dust cloths and mop treatment products, and floor treatment products (exclusive of waxes) shall be free of spontaneous heating tendency

The successful contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition. The contractor shall consider contaminated buckets, mops, cloths and brushes as potentially subject to spontaneous heating and shall not store such items in the City's buildings.

The successful contractor shall not store used wiping cloths and treated dust mops in the building.

## CONDUCT OF WORK.

It shall be each bidder's sole responsibility to inspect each work site and to inform each contractor regarding all conditions under which the work is to be performed. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in all preparation of the bid submitted.

To facilitate inspection by representatives of the City, the successful contractor shall submit to the City's representative for approval a proposed working plan showing how and when the work is to be performed. This plan shall be submitted five (5) days prior to the starting date of the contract, and shall contain all work specified, herein. Any changes in the work plan during the contract period must be submitted and approved by the City's representative five (5) days prior to initiating the new plan.

Any work which is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with cost charged to contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contract will be terminated.

The successful contractor shall conduct cleaning in such a manner that there will be no interruption in or interference with the proper execution of City business. The cleaning of the facilities shall not commence prior to 8:00 P.M. Monday through Friday and 10.30 P.M. each day for the Senior Center facility

## PROTECTION AND DAMAGE

The successful contractor shall, without additional expense to the City, be responsible for all damages to persons or property that occurs as result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property, including that of a City employee, which may occur in or about a building as a result of the contractor's agent or employees, shall be repaired or replaced at the contractor's expense.

The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable federal, state or local safety regulations.

**SPECIAL PROVISION** Bidders shall provide a minimum of three (3) references for which custodial maintenance of the type specified herein has been performed in the last twelve (12) month period Attach a separate list including name of business, physical addresses, phone number, name of contact person, and length of maintenance.

## SUPPLIES, MATERIALS AND EQUIPMENT

The successful contractor shall furnish all cleaning supplies, materials and equipment necessary for all the performance of the work specified. These supplies and materials shall be of quality acceptable to the City Ten (10) days prior to the starting date of the contract, the successful contractor shall submit to the City's representative a list giving the name of the manufacturer, the brand name and intended use of the materials that the contractor proposes to use in the performance of the work. Contractor shall not use any materials that the City determines unsuitable for the purpose or harmful to the surfaces to which applied or any part of the buildings, its content or equipment.

The successful contractor shall furnish a sample of any product upon request by the City of Alvin's designated representative. A sample of proposed toilet tissue and paper towels shall be brought to the Parks and Recreation Director for approval. If the City desires to have a sample tested, and the City's representative is unable to conduct the required test, the contractor shall have the product tested by a recognized laboratory and a copy of the results submitted to the City's representative for approval.

The successful contractor shall furnish nine (9) copies of Safety Data Sheets (SDS) to the City of Alvin. one (1) for public record on each work site, one (1) for Human Resources Division and one (1) for the City representative.

The successful contractor shall supply all paper, products, sanitary napkins, soap and trash liners and shall be responsible for the replenishing of such items. Soap supplied in restroom dispensers shall be anti-bacterial/disinfect type.

Costs of supplies shall be listed in the bid. Any increase in cost of these supplies shall be documented in writing to the City representative prior to the City being invoiced.

No equipment or supplies shall be stored in any City building.

**EQUIPMENT** All necessary cleaning equipment, including power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work specified shall be furnished by the successful contractor Such equipment shall be of the size and type customarily used in work of this kind, shall be a commercial grade, and shall meet the approval of the City's representative. Equipment deemed by the City's representative to be of improper type or inadequate for the purpose intended shall be replaced by the contractor at no expense to the City

City of Alvin Parks and Recreation 309 W Sealy Alvin, TX 77511 281 388-4299

# NOTICE TO BIDDERS

Notice is hereby given that sealed bids in duplicate, addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the Office of the City Clerk at 216 West Sealy, Alvin, Texas, **July 12, 2016, no later than 2:00 P.M.** for Janitorial Services for City Hall, Public Services Facility, Alvin Library, Senior Citizens Center, Historical Museum, Convention and Visitor's Bureau, Portable Restroom Trailer, Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S. Owen Pool Restrooms, National Oak Park Restrooms, Alvin Girl Scout House, Police Department and Alvin Animal Adoption Center

The bids must be in sealed envelope and marked with bid number **B-16-13, Janitorial Services Bid.** Bidders shall use the bid proposal forms supplied Failure to do so may result in rejection of your bid All bids must be signed by a representative of the company authorized to do so

The bids will be opened at 2 15 P M , Tuesday, July 12, 2016, in the City Hall Council Chambers, 2nd Floor, 216 West Sealy, Alvin TX

Specifications and bid documents may be obtained in the office of the City Clerk, 216 West Sealy Street, Alvin, Texas 77511 **A walk through of all facilities is scheduled for Wednesday, July 6, 2016 at 9·00 A.M to begin at City Hall lobby at 216 West Sealy, Alvin, Texas All potential bidders are encouraged to attend this pre-bid walk through.**

The City of Alvin reserves the right to reject any and all bids as the best interest of the City dictates and to award the bid to either the lowest qualified responsible bidder or to the bidder who provides services at the best value for the City of Alvin

**Dixie Roberts, City Clerk**

**Legal Ad**
**Publish. Monday, June 27, 2016**
**Monday, July 4, 2016**

## INSTRUCTIONS TO BIDDERS

To be considered, proposals must be made in accordance with these instructions to bidders.

Bidders are requested to submit their lowest and best net price. The price for each item offered should include all discounts, with net 30 days' payment. Discounts should not be shown as such, but rather included in the net bid price.

At the option of the City of Alvin, the bid will be awarded on the basis of the best qualified proposal, including full consideration of unit prices, time and method of delivery, conformity of specifications, and service.

Any agenda issued during the time of bidding shall be covered in the proposal, and in award of service, will become a part thereof.

The city reserves the right to reject any or all bids, to waive formalities, and to award the bid to the lowest qualified responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

Proposals must be completed and submitted in DUPLICATE. The sealed envelope containing the bid MUST identify the bidder and shall bear the notation

**"SEALED BID: BID NO. B-16-13, JANITORIAL SERVICES CONTRACT".**

Bidders may withdraw their bid at any time prior to the time specified as the closing time for acceptance of bids. However, no bidder shall withdraw or cancel his bid for a period of 30 days after said closing date for acceptance of bids.

All prices to be quoted, F O B City of Alvin City Hall, 216 West Sealy, Alvin, Texas, 77511

For further information, contact the Parks and Recreation Department, City of Alvin at 281-388-4299

# ITEM # 1
# CITY HALL BUILDING
# 16,277+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's City Hall building located at 216 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, conference rooms, and the council chambers. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (4) DAYS PER WEEK

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28. Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D. SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all VCT flooring. (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

3 Strip and wax travertine flooring in downstairs area.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 2
# PUBLIC SERVICES FACILITY BUILDING
# 8,671+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Public Services Facility building located at 1100 West Highway 6, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, vending areas, conference rooms, and locker rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (4) DAYS PER WEEK

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28. Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all tile floors. (includes all supplies )

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 3
# LIBRARY BUILDING
# 18,164+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Library building located at 105 South Gordon Street, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (6) DAYS PER WEEK

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in Abitibi receptacles located at the Alvin Public Library, 105 South Gordon St. parking area.

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

33 Secure and lock doors upon completion of work.

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all tile floors (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 4
# SENIOR CITIZENS BUILDING
# 10,000+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Senior Citizen's building located at 309 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (5) DAYS PER WEEK

1 Clean all floor mats

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28. Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all tile floors (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 5
# ALVIN HISTORICAL MUSEUM
# 7,500+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City's Historical Museum located at 302 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining glassed doors, enclosed glass displays, offices, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference room. **(Excluded archives, work area, and open displays).** The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (2) DAYS PER MONTH

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28 Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all tile floors (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 6
# CITY OF ALVIN, CONVENTION AND VISITOR'S BUREAU
# 1,482+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Convention and Visitor's Bureau building located at 200 Depot Centre Blvd, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining all areas and restrooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## CONFIGUARATION OF BUILDING

The building consists of three main functional areas.

- 800 square feet meeting room
- 598 square feet of general office space
- 82 square feet for two (2) single-toilet restrooms

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (2) DAYS PER WEEK

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28 Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

33 Clean all interior windows

**C. MONTHLY SERVICES**

1 Buff all laminate floors.

**D SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all laminate floors (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Clean exterior windows at an additional cost.

2. Perform post event clean up at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 7
# PARKS AND RECREATION PORTABLE RESTROOM TRAILER

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City's Mobile Restroom. This vehicle, while stored at 800 Dyche Lane is periodically transported to parks for daily and/or weekend use for public events. The awarded contractor will be provided event dates and times for scheduling purposes. The contractor shall provide cleaning of the mobile restroom prior to and upon completion of event. When an attendant is required, typically 8 hours of constant monitoring and replenishment of soap, paper towels, toilet paper and restroom cleaning is expected. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 8
# BOB BRISCOE PARK RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Bob Briscoe Park restroom facilities located at 3201 South Highway 35, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 9
# LIONS PARK RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Lions Park restroom facilities located at 1060 College Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels

# ITEM # 10
# PEARSON PARK RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Pearson Park restroom facilities located at 2200 West Park Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 11
# MORGAN PARK RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Morgan Park restroom facilities located at 1500 West South Street Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 12
# BOB S. OWEN POOL RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Bob S Owen restroom facilities located at 919 Bayou Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 13
# NATIONAL OAK PARK RESTROOM FACILITIES

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, National Oak Park restroom facilities located at 118 S. Magnolia St. Alvin, TX 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean and disinfect tops and underside of toilet bowls and seats.

2. Clean and disinfect all areas of urinal basin.

3 Clean and disinfect countertops and sinks.

4 Clean and disinfect walls, doors and floors with a germicidal solution.

5 Remove all paper, trash and debris from restroom.

6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.

7 Re-stock restroom with toilet paper, hand soap and paper towels.

# ITEM # 14
# ALVIN GIRL SCOUT HOUSE

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, National Oak Park restroom facilities located at 1006 W. Adoue St. Alvin, TX 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested up to 8 times per month, scheduled monthly, by a City of Alvin, Parks and Recreation Department staff member The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

## SERVICES TO BE PERFORMED

1 Clean all floor mats.

2. Sweep or vacuum all floors.

3 Damp mop all tile.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Spot clean metal and wood doors, doorframes and wall switches.

7 Dust chairs and other office furniture.

8 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)

9 Clean and sanitize telephones.

10 Empty wastebaskets, replace liners and carry trash to designated area.

11 Empty paper recycle bins (if any) and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

12. Clean and disinfect entire toilet, toilet seats and urinals.

13 Clean and disinfect washbasins and counters.

14 Spot clean walls, toilet partitions, and shower walls in restrooms.

15 Clean restroom floors and drains with germicidal solution.

16 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

17 Clean and polish all mirrors and metal surfaces.

18 Sweep outside entrances, pick up litter, and empty trash receptacles.

19 Leave on only designated lights.

20 Secure and lock doors upon completion of work.

21 Dust ledges, bookcases and windowsills.

22. Wash tile walls and toilet compartment partitions.

23 Dust door sashes, chairs and banisters

24 Vacuum all fabric type furniture

25 Clean plastic and leather furniture

26 Brush ceiling tile vents

27 Dust picture frames, artifacts and window blinds

28 Clean all interior windows

## ITEM # 15
## POLICE DEPARTMENT BUILDING
## 22,000+/- SQUARE FOOT
### WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the Alvin Police Department building located at 1500 N. Gordon St, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications. Janitorial staff assigned to clean this facility may be subject to clearance protocol, including but not limited to a background investigation.

### SERVICES TO BE PERFORMED

**A. DAILY SERVICES/ (4) DAYS PER WEEK DURING REGULAR BUSINESS HOURS**

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish brass plates on all bathroom doors with brass cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc )

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28 Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D. SEMI-ANNUAL SERVICES**

1 Scrub and re-wax all VCT flooring. (includes all supplies.)

**E. ADDITIONAL SERVICES**

1 Shampoo carpeted areas (upon request) at an additional cost.

2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# ITEM # 16
# ALVIN ANIMAL ADOPTION CENTER
# 5,000+/- SQUARE FOOT

## WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the Alvin Animal Adoption Center located at 550 W. Highway 6, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications. Kennel areas are exempt from janitorial service, except semi-annual cleaning of the flooring.

## SERVICES TO BE PERFORMED

### A. DAILY SERVICES/ (4) DAYS PER WEEK DURING REGULAR BUSINESS HOURS

1 Clean all floor mats.

2. Sweep all tile and brick floors with chemically treated dust mops.

3 Damp mop all tile and brick floors.

4 Vacuum all carpeted areas.

5 Clean all baseboards of splash marks.

6 Clean, sweep, and mop stairwells.

7 Clean glass entry doors and interior windows.

8 Spot clean metal and wood doors, doorframes and wall switches.

9 Remove fingerprints from woodwork, walls and partitions.

10 Clean and polish plates on all bathroom doors with cleaner

11 Clean and polish drinking fountains.

12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.

13 Dust desk accessories (i.e keyboards, mouse, penholders, etc )

14 Clean and sanitize telephones.

15 Empty wastebaskets, replace liners and carry trash to designated area.

16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6

17 Clean and disinfect entire toilet, toilet seats and urinals.

18 Clean and disinfect washbasins and counters.

19 Spot clean walls, toilet partitions, and shower walls in restrooms.

20 Clean restroom floors and drains with germicidal solution.

21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.

22. Clean and polish all mirrors and metal surfaces.

23 Sweep outside entrances, pick up litter, and empty trash receptacles.

24 Leave on only designated lights.

25 Secure and lock doors upon completion of work.

26 Dust ledges, bookcases and windowsills.

27 Wash tile walls and toilet compartment partitions.

28 Dust door sashes, chairs and banisters

29 Vacuum all fabric type furniture

30 Clean plastic and leather furniture

31 Brush ceiling tile vents

32. Dust picture frames, artifacts and window blinds

**C. MONTHLY SERVICES**

1 Buff all tile floors.

**D. SEMI-ANNUAL SERVICES**

1 Scrub flooring throughout entire building. (onsite machine provided)

**E. ADDITIONAL SERVICES**

1 Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

# JANITORIAL SERVICE BID SUBMITTAL FORM

**ITEM # 1**

**City Hall** **216 West Sealy** **16,277 square feet**

**4 Days Per Week (Monday – Thursday)**

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 890 95 |
| Supply Cost Per Month | $ 195 32 |
| Total Cost Per Month | $ 1,086 28 |

**Additional Services**

| | |
|---|---|
| Shampoo carpeted area (as requested) | $ 976 62 |
| Clean exterior windows | $ 450 00 |
| Strip and wax travertine flooring in downstairs area | $ 450 00 |

**ITEM # 2**

**Public Services Facility** **1100 W Highway 6** **8,671 square feet**

**4 Days Per Week (Monday – Thursday)**

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 524 06 |
| Supply Cost Per Month | $ 104 06 |
| Total Cost Per Month | $ 628 12 |

**Additional Services**

| | |
|---|---|
| Shampoo carpeted area (as requested) | $ 520 26 |
| Clean exterior windows | $ 200 00 |

# JANITORIAL SERVICE BID SUBMITTAL FORM

**ITEM # 3**

| **Library** | **105 South Gordon** | **18,164 square feet** |
|---|---|---|

**6 Days Per Week (Monday – Saturday)**

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 1,491 36 |
| Supply Cost Per Month | $ 272 46 |
| Total Cost Per Month | $ 1,763 82 |
| **Additional Services** | |
| Shampoo carpeted area (as requested) | $ 1,089 84 |
| Clean exterior windows | $ 520 00 |

**ITEM # 4**

| **Senior Citizen Facility** | **309 W. Sealy** | **10,000 square feet (approximately)** |
|---|---|---|

**5 Days Per Week (Monday-Friday)**

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 698 46 |
| Supply Cost Per Month | $ 120 00 |
| Total Cost Per Month | $ 818 46 |
| **Additional Services.** | |
| Strip, seal and refinish tile floor (annually) | $ 1,600 00 |
| Shampoo carpeted area (as requested) | $ 175 00 |
| Clean exterior windows | $ 250 00 |

# JANITORIAL SERVICE BID SUBMITTAL FORM

**ITEM # 5**

| **Museum** | **309 W. Sealy** | **7,500 square feet** |
|---|---|---|
| **2 Days Per Month** | | **(approximately)** |

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 314 31 |
| Supply Cost Per Month | $ 90 00 |
| Total Cost Per Month | $ 404 31 |
| **Additional Services.** | |
| Strip, seal and refinish tile floor (annually) | $ 425 00 |
| Shampoo carpeted area (as requested) | $ 300 00 |
| Clean exterior windows | $ 175 00 |

**ITEM # 6**

| **Convention & Visitors Bureau** | **200 Depot Centre Blvd.** | **1,482 square feet** |
|---|---|---|
| **2 Days Per Week (Tuesday/Friday)** | | **(approximately)** |

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Monthly and Semi-Annual services) | $ 117.52 |
| Supply Cost Per Month | $ 17 78 |
| Total Cost Per Month | $ 135.31 |
| **Additional Services** | |
| Strip, seal and refinish tile floor (annually) | $ 250.00 |
| Clean exterior windows | $ 100.00 |

# JANITORIAL SERVICE BID SUBMITTAL FORM

**ITEM # 7**
**Portable Restroom** **Site Location As Specified By Parks & Recreation Dept.**
**As Requested**

| | |
|---|---|
| Janitorial Services Per Request (Before and After cleaning) | $ 25.00 |
| Supply Cost Per Request (Before and After stocking) | $ 9.09 |
| Total Cost Per Request | $ 34.09 |
| Attendant (8 hours) Per Request | $ 160.00 |

**ITEM # 8**
**Bob Briscoe Park Restrooms** **3201 South Highway 35**
**As Requested**

| | |
|---|---|
| Janitorial Services Per Request | $ 40.00 |
| Supply Cost Per Request | $ 10.00 |
| Total Cost Per Request | $ 50 00 |

**ITEM # 9**
**Lions Park Restrooms** **1060 College Drive**
**As Requested**

| | |
|---|---|
| Janitorial Services Per Request | $ 40.00 |
| Supply Cost Per Request | $ 10.00 |
| Total Cost Per Request | $ 50.00 |

**ITEM # 10**
**Pearson Park Restrooms** **2200 West Park Drive**
**As Requested**

| | |
|---|---|
| Janitorial Services Per Request | $ 40 00 |
| Supply Cost Per Request | $ 10.00 |

Total Cost Per Request $ 50.00

## JANITORIAL SERVICE BID SUBMITTAL FORM

**ITEM # 11**
**Morgan Park Restrooms** **1500 West South Street**
**As Requested**

Janitorial Services Per Request $ 40 00

Supply Cost Per Request $ 10.00

Total Cost Per Request $ 50.00

**ITEM # 12**
**Bob S. Owen Pool Restrooms** **919 Bayou Drive**
**As Requested**

Janitorial Services Per Request $ 40.00

Supply Cost Per Request $ 10.00

Total Cost Per Request $ 50.00

**ITEM #13**
**National Oak Park Restrooms** **118 S. Magnolia St.**
**7 days per week scheduled yearly (Monday – Sunday)**

Janitorial Services $ 300.00

Supply Cost $ 60.00

Total Cost $ 360.00

**ITEM #14**
**Alvin Girl Scout House** **1006 W. Adoue St.**
**8 times per month scheduled monthly**

Janitorial Services $ 231 11

Supply Cost $ 70.00

| | |
|---|---|
| Total Cost (monthly) | $ 301.11 |

**ITEM # 15**

| | | |
|---|---|---|
| **Police Department** | **1500 N. Gordon St** | **22,000 square feet** |
| **4 Days Per Week (Monday-Thursday)** | | **(approximately)** |

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Weekly, Monthly and Quarterly detail) | $ 1,229 30 |
| Supply Cost Per Month | $ 264 00 |
| Total Cost Per Month | $ 1,493 30 |

**Additional Services**

| | |
|---|---|
| Strip, seal and refinish tile floor (annually) | $ 650.00 |
| Shampoo carpeted area (as requested) | $ 1,100.00 |
| Clean exterior windows | $ 250 00 |

**ITEM # 16**

| | | |
|---|---|---|
| **Alvin Animal Adoption Center** | **1500 N. Gordon St** | **5,000 square feet** |
| **5 Days Per Week (Monday-Friday)** | | **(approximately)** |

| | |
|---|---|
| Janitorial Services Per Month (As specified in the Daily, Weekly, Monthly and Quarterly detail) | $ 342 11 |
| Supply Cost Per Month | $ 60.00 |
| Total Cost Per Month | $ 402.11 |

**Additional Services.**

| | |
|---|---|
| Strip, seal and refinish tile floor (annually) | $ 350.00 |
| Shampoo carpeted area (as requested) | $ 120.00 |
| Clean exterior windows | $ 125.00 |

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B 1491 80th Leg Regular Session**

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176.006 Local Government Code

A person commits an offense if the person knowingly violates Section 176 006 Local Government Code An offense under this section is a Class C misdemeanor

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity**

Sydney Jim - Vice President

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship**

_____

Name of Officer

This section (item 3 including subparts A B C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1 a) Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☒ No

B Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D Describe each employment or business relationship with the local government officer named in this section

**4**

_____

Signature of person doing business with the governmental entity

July 11, 2016

Date

Adopted 06/29/2007

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-99499

**Date Filed:**
08/15/2016

**Date Acknowledged:**
8/18/16 DR

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Oriental Building Services
Sugar Land, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
B-16-13
Janitorial Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

JEWEL DAWN FABRIA NOTARY PUBLIC STATE OF TEXAS NOTARY ID 12965634-4 JANUARY 6, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sydney T. Jim, this the 16 day of August, 20 16, to certify which, witness my hand and seal of office.

Jewel Dawn Fabria — Jewel Dawn Fabria — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-99499

**Date Filed:**
08/15/2016

**Date Acknowledged:**
08/18/2016

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

Oriental Building Services
Sugar Land, TX United States

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

City of Alvin

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

B-16-13
Janitorial Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2016

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

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

| | |
|---|---|
| **PRODUCER** | Grayhawk Insurance & Risk<br>1820 N. Greenville Ave., Suite 200<br>Richardson TX 75081- |
| **CONTACT NAME:** | Grayhawk Insurance & Risk Management |
| **PHONE (A/C, No, Ext):** | (972)671-9105 **FAX (A/C, No):** (972)671-9804 |
| **E-MAIL ADDRESS:** | kp@grayhawkins.com |
| **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| **INSURER A :** | James River Insurance Company |
| **INSURER B :** | Progressive Casualty Insurance Company |
| **INSURER C :** | Texas Mutual Insurance Company |
| **INSURER D :** | RSUI Indemnity Company |
| **INSURER E :** | Merchants Bonding Company |
| **INSURER F :** | |
| **INSURED** | Oriental Building Services, Inc.<br>2526 Manana Dr., Suite 208<br>Dallas TX 75220- |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 00057686-3 | 05/08/2016 | 05/08/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 50,000<br>$ Excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | 02196982-3 | 05/08/2016 | 05/08/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| D | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[X] DED [X] RETENTION $ 10,000 | | | NHA075648 | 05/08/2016 | 05/08/2017 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | TSF0001249418 16 | 03/10/2016 | 03/10/2017 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | JANITORIAL SERVICES THEFT GUARD BOND / EMPLOYEE DISHONESTY | | | 2581 | 02/15/2016 | 02/15/2017 | LIMIT | 100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

CITY OF ALVIN
1100 W. HWY 6
ALVIN TX 77511-

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

AI 009173

**© 1988-2014 ACORD CORPORATION. All rights reserved.**

# Agenda Commentary

**Meeting Date:** 5/4/2017

**Department:** Parks and Recreation **Contact:** Dan Kelinske, Parks & Recreation Director

**Agenda Item:** Consider awarding LTS Lawncare as the City's manicured mowing services provider in the amount of $41,224.17 for the remaining FY17; with the option of three annual renewals starting FY18, in the amount of $72,723.33, and authorize the City Manager to sign subject to legal review.

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

**Summary:** On August 4, 2016, city council approved a manicured mowing services contract with De Leon & Son, which commenced on October 1, 2016 and would terminate on September 30, 2017. As a result of reasons beyond De Leon & Son's control, De Leon & Son requested that their contract with the City be terminated, effective February 28, 2017.

To maintain manicured mowing services in the city, staff rebid manicured mowing services. The Manicured Mowing Contract Bid # B-17-05 -- advertised on March 27, 2017, and April 3, 2017 -- was opened on April 19, 2017. The City of Alvin received bids from six (6) manicured mowing companies. LTS Lawncare submitted the lowest bid. Staff contracted three (3) references concerning LTS Lawncare and received positive recommendations from all three references.

This Agreement shall commence on May 8, 2017, and terminate on September 30, 2017. Thereafter, the terms of this agreement shall commence on October 1, 2017 and shall end on September 30, 2018. Upon mutual consent of the city council and LTS Lawncare, this agreement may be extended for three (3) one-year extensions, for a maximum of four (4) consecutive years.

Mowing services will be provided in the following locations: Lift Stations 23B, 14, 29, 30, 31 and 33; Water Well 3, 4, 6, 7, 8, as well as 3 water towers; City Hall; Lot at W. Willis Street @ Hardie Street, Library, Senior Citizen Center, Museum, Public Services Facility, Animal Adoption Center, Police Department, Bob Owen Pool, Girl Scout House Lot, American Legion Lot, Fire Station #1 with overflow parking lot, Fire Station #2 and #3, EMS, Fire Training Field, PSF #2 on Dyche Lane, Lot at N. Gordon Street and W. Willis Street, Train Depot, North 35 Bypass and South 35 Bypass entrance areas, Welcome to Alvin sign area on Highway 6 and Highway 6 @ N. Gordon Street, Ruben Adame Park, Newman Park, Citizens Park, Sealy Park, Prairie Dog Park and Oak Park Cemetery.

The manicured mowing services contract with De Leon & Son for the same scope of services, less one additional property currently added (bid price $1,200 annually), totaled $101,085.00 annually.

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

**Funding Account:** Departmental Building/Grounds Maintenance Accoun **Amount:** FY17-$41,224.17 **1295 Form Required?** Yes X No ___

**Legal Review Required:** N/A ___ Required X **Date Completed:** 5/1/2017

**Supporting documents attached:**

- Bid B-17-05 Manicured Mowing Services Agreement
- Side by Side bidder comparison spreadsheet
- FY2017 LTS cost per location spreadsheet

**Recommendation:** Move to award LTS Lawncare as the City's manicured mowing services provider in the amount of $41,224.17 for the remaining FY17; with the option of three annual renewals, starting FY18, in the amount of $72,723.33, and authorize the City Manager to sign subject to legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

# AGREEMENT FOR MANICURED MOWING SERVICES

**THE STATE OF TEXAS** §

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BRAZORIA** §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the "Agreement") is made and entered into on this _____ day of _____, 2017, by and between the CITY OF ALVIN, TEXAS (the "City"), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and LTS Lawncare (the "Contractor").

## WITNESSETH:

**WHEREAS**, on or about March 9, 2017, the manicured mowing services contract covering the remaining portion of Fiscal Year 2017 was terminated;

**WHEREAS**, on or about March 27, 2017, and April 3, 2017, the City advertised for bids for manicured mowing services for the remaining portion of Fiscal Year 2016-2017 and for Fiscal Year 2017-2018;

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

**WHEREAS**, on or about May 4, 2017, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

**WHEREAS**, this Agreement defines the rights and obligations of the parties:

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

## I.
## SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Manicured Mowing Services, attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A." Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and

reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

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

## II.
## COMPENSATION

**2.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Forty-One Thousand Two Hundred Twenty-Four and 17/100 ($41,224.17) Dollars for manicured mowing services required hereunder for the remaining fiscal year 2016-2017.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Seventy-Two Thousand Seventy Hundred Twenty-Three and 33/100 ($72,723.33) Dollars, which may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A," the City shall pay the per trip charges shown in Exhibit "A," attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth ($10^{th}$) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

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

**2.02 – Allocated Funds.**

(a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.

(b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Forty-One Thousand Two Hundred Twenty-Four and 17/100 ($41,224.17) Dollars, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2016-2017. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

(c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.

(d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.

(e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

## III.
## TERM AND RENEWAL OPTION

This Agreement shall include the remaining portion of Fiscal Year 2016-2017, from **May 8, 2017** through **September 30, 2017**, and thereafter, the terms of this Agreement shall commence on October 1, 2017 and shall end on September 30, 2018. However, upon mutual consent of the parties and approval of the governing body, this agreement may be extended for three (3) one (1)

year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

## IV.
## TERMINATION

**4.01 – With Cause.**

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the ($10^{th}$) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

(i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and

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

**4.02 – Without Cause.**

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

## V.
## INSURANCE

**5.01 – Coverage and Amounts.**

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

(1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

| COVERAGE | LIMITS OF LIABILITY |
|---|---|
| Worker's Compensation | Statutory |
| Employer's Liability | $1,000,000 per occurrence |
| Commercial General Liability Including Blanket Contractual Liability | Bodily Injury and Property Damage Limits of $1,000,000 each Occurrence and $2,000,000 Aggregate |
| Automobile Liability | Bodily Injury and Property Damage Combined Single Limit $1,000,000 Each Occurrence |

(2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.

(3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.

(4) **Insured parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.

(5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.

(6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.

(7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

(8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or

other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

**5.02 – Delivery of Policies.**

The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

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

## VI.
## MISCELLANEOUS

**6.01 – Independent Contractor.**

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

**6.02 – Subcontractors.**

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

**6.03 – Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

**6.04 – Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

**6.05 – Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

**6.06 – Applicable Laws.**

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

**6.07 – Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statue, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

**6.08 – Notices.**

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

| | |
|---|---|
| Parks and Recreation Director | Larry Dietrich |
| City of Alvin | LTS Lawncare |
| 216 W. Sealy Street | P.O. Box 314 |
| Alvin, Texas 77511 | Alvin, Texas 77512 |
| Phone No: (281) 388-4290 | Phone No: (281) 433-2590 |

**6.09 – Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

**6.10 – Acceptance and Approvals.**

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

**6.11 – Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

**6.12 – Remedies.**

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

**6.13 – Ambiguities.**

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

**6.14 – Survival.**

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**6.15 – Entire Agreement.**

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

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this _____ day of _____, 2017.

**CONTRACTOR:**
**_____**

**BY: _____**

**Name: _____**
**Title: _____**

**CITY:**
**CITY OF ALVIN, TEXAS**

**BY: _____**

**Paul A. Horn**
**Mayor**

**ATTEST/SEAL**

**BY: _____**

**Name: _____**
**Title: _____**

**ATTEST/SEAL**

**BY: _____**

**Dixie Roberts**
**City Clerk**

**APPROVED AS TO FORM:**

**BY: _____**

**Suzanne Hanneman**
**Deputy City Attorney**

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 1 / LTS Lawncare

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 27.62 | 26 | $ 718.12 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 27.62 | 26 | $ 718.12 |
| 3 | Lift Station 29 | 1920 Callaway | $ 27.62 | 26 | $ 718.12 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 27.62 | 26 | $ 718.12 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 27.62 | 26 | $ 718.12 |
| 6 | Lift Station 33 | Bypass 35 | $ 27.62 | 26 | $ 718.12 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 27.62 | 26 | $ 718.12 |
| 8 | Water Well #4 | 300 S. Durant | $ 55.23 | 26 | $ 1,435.98 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 27.62 | 26 | $ 718.12 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 27.62 | 26 | $ 718.12 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 55.23 | 26 | $ 1,435.98 |
| 12 | Water Tower | 650 Dyche Lane | $ 27.62 | 26 | $ 718.12 |
| 13 | Water Tower | 707 Verhalen | $ 27.62 | 26 | $ 718.12 |
| 14 | Water Tower | N. Bypass 35 | $ 27.62 | 26 | $ 718.12 |

**Section A Total** $ 11,489.40

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 55.23 | 30 | $ 1,656.90 |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 27.62 | 30 | $ 828.60 |
| 17 | Library | 105 S. Gordon St. | $ 55.23 | 30 | $ 1,656.90 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 27.62 | 30 | $ 828.60 |
| 19 | Museum | 302 W. Sealy St. | $ 55.23 | 30 | $ 1,656.90 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 82.58 | 30 | $ 2,477.40 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 82.85 | 30 | $ 2,485.50 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 110.46 | 30 | $ 3,313.80 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 55.23 | 30 | $ 1,656.90 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 27.62 | 30 | $ 828.60 |
| 25 | American Legion Lot | 206 S. Durant St | $ 27.62 | 30 | $ 828.60 |
| 26 | Fire Station #1 w/ overflow parking l | 302 W. House St./407 W. House St | $ 27.62 | 30 | $ 828.60 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 27.62 | 30 | $ 828.60 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 55.23 | 30 | $ 1,656.90 |
| 29 | EMS Station | 709 E. House St. | $ 27.62 | 30 | $ 828.60 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 1 / LTS Lawncare | | | | | |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 27.62 | 30 | $ 828.60 |
| 31 | Fire Training Field | 7100 CR 160 | $ 55.23 | 30 | $ 1,656.90 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 27.62 | 30 | $ 828.60 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 27.62 | 30 | $ 828.60 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 55.23 | 30 | $ 1,656.90 |

**Section B Total** $ 28,161.00

| Section C - City Entrances | | | | | |
|---|---|---|---|---|---|
| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
| 35 | North entrance sign area | Southbound Bypass 35 | $ 55.23 | 39 | $ 2,153.97 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 55.23 | 39 | $ 2,153.97 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 27.62 | 39 | $ 1,077.18 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 27.62 | 39 | $ 1,077.18 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 150.00 | 12 | $ 1,800.00 |

**Section C Total** $ 8,262.30

| Section D - Public Parks | | | | | |
|---|---|---|---|---|---|
| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
| 40 | Ruben Adame | 801 Shaw St. | $ 65.23 | 39 | $ 2,543.97 |
| 41 | Newman Park | 1200 Newman St. | $ 65.23 | 39 | $ 2,543.97 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 27.62 | 39 | $ 1,077.18 |
| 43 | Sealy Park | 206 S. Durant St. | $ 63.23 | 39 | $ 2,465.97 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 359.63 | 39 | $ 14,025.57 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 55.23 | 39 | $ 2,153.97 |

**Section D Total** $ 24,810.63

**GRAND TOTAL** $ 72,723.33

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 2 / The Grass Barbers

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 10.00 | 26 | $ 260.00 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 35.00 | 26 | $ 910.00 |
| 3 | Lift Station 29 | 1920 Callaway | $ 35.00 | 26 | $ 910.00 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 20.00 | 26 | $ 520.00 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 20.00 | 26 | $ 520.00 |
| 6 | Lift Station 33 | Bypass 35 | $ 20.00 | 26 | $ 520.00 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 40.00 | 26 | $ 1,040.00 |
| 8 | Water Well #4 | 300 S. Durant | $ 35.00 | 26 | $ 910.00 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 35.00 | 26 | $ 910.00 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 20.00 | 26 | $ 520.00 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 20.00 | 26 | $ 520.00 |
| 12 | Water Tower | 650 Dyche Lane | $ 35.00 | 26 | $ 910.00 |
| 13 | Water Tower | 707 Verhalen | $ 35.00 | 26 | $ 910.00 |
| 14 | Water Tower | N. Bypass 35 | $ 45.00 | 26 | $ 1,170.00 |

**Section A Total** $ 10,530.00

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 70.00 | 30 | $ 2,100.00 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 2 / The Grass Barbers | | | | | |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 20.00 | 30 | $ 600.00 |
| 17 | Library | 105 S. Gordon St. | $ 50.00 | 30 | $ 1,500.00 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 40.00 | 30 | $ 1,200.00 |
| 19 | Museum | 302 W. Sealy St. | $ 35.00 | 30 | $ 1,050.00 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 90.00 | 30 | $ 2,700.00 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 200.00 | 30 | $ 6,000.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 175.00 | 30 | $ 5,250.00 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 45.00 | 30 | $ 1,350.00 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 55.00 | 30 | $ 1,650.00 |
| 25 | American Legion Lot | 206 S. Durant St | $ 40.00 | 30 | $ 1,200.00 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 35.00 | 30 | $ 1,050.00 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 35.00 | 30 | $ 1,050.00 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 80.00 | 30 | $ 2,400.00 |
| 29 | EMS Station | 709 E. House St. | $ 35.00 | 30 | $ 1,050.00 |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 35.00 | 30 | $ 1,050.00 |
| 31 | Fire Training Field | 7100 CR 160 | $ 65.00 | 30 | $ 1,950.00 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 20.00 | 30 | $ 600.00 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 35.00 | 30 | $ 1,050.00 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 60.00 | 30 | $ 1,800.00 |

**Section B Total** $ 36,600.00

| Section C - City Entrances |
|---|

# B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 2 / The Grass Barbers

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 35 | North entrance sign area | Southbound Bypass 35 | $ 125.00 | 39 | $ 4,875.00 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 125.00 | 39 | $ 4,875.00 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 35.00 | 39 | $ 1,365.00 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 30.00 | 39 | $ 1,170.00 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 200.00 | 12 | $ 2,400.00 |

**Section C Total** $ 14,685.00

Section D - Public Parks

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 40 | Ruben Adame | 801 Shaw St. | $ 90.00 | 39 | $ 3,510.00 |
| 41 | Newman Park | 1200 Newman St. | $ 100.00 | 39 | $ 3,900.00 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 20.00 | 39 | $ 780.00 |
| 43 | Sealy Park | 206 S. Durant St. | $ 45.00 | 39 | $ 1,755.00 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 500.00 | 39 | $ 19,500.00 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 35.00 | 39 | $ 1,365.00 |

B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 2 / The Grass Barbers

| | |
|---|---|
| **Section D Total** | $ 30,810.00 |

| | | |
|---|---|---|
| **GRAND TOTAL** | $ | 92,625.00 |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 3 / Mow Monkey's

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 10.00 | 26 | $ 260.00 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 38.00 | 26 | $ 988.00 |
| 3 | Lift Station 29 | 1920 Callaway | $ 36.00 | 26 | $ 936.00 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 15.00 | 26 | $ 390.00 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 20.00 | 26 | $ 520.00 |
| 6 | Lift Station 33 | Bypass 35 | $ 20.00 | 26 | $ 520.00 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 40.00 | 26 | $ 1,040.00 |
| 8 | Water Well #4 | 300 S. Durant | $ 20.00 | 26 | $ 520.00 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 40.00 | 26 | $ 1,040.00 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 20.00 | 26 | $ 520.00 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 20.00 | 26 | $ 520.00 |
| 12 | Water Tower | 650 Dyche Lane | $ 38.00 | 26 | $ 988.00 |
| 13 | Water Tower | 707 Verhalen | $ 35.00 | 26 | $ 910.00 |
| 14 | Water Tower | N. Bypass 35 | $ 50.00 | 26 | $ 1,300.00 |

**Section A Total** $ 10,452.00

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 74.00 | 30 | $ 2,220.00 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 3 / Mow Monkey's | | | | | |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 20.00 | 30 | $ 600.00 |
| 17 | Library | 105 S. Gordon St. | $ 59.00 | 30 | $ 1,770.00 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 38.00 | 30 | $ 1,140.00 |
| 19 | Museum | 302 W. Sealy St. | $ 33.00 | 30 | $ 990.00 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 95.00 | 30 | $ 2,850.00 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 200.00 | 30 | $ 6,000.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 199.00 | 30 | $ 5,970.00 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 59.00 | 30 | $ 1,770.00 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 55.00 | 30 | $ 1,650.00 |
| 25 | American Legion Lot | 206 S. Durant St | $ 39.00 | 30 | $ 1,170.00 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 38.00 | 30 | $ 1,140.00 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 38.00 | 30 | $ 1,140.00 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 89.00 | 30 | $ 2,670.00 |
| 29 | EMS Station | 709 E. House St. | $ 40.00 | 30 | $ 1,200.00 |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 39.00 | 30 | $ 1,170.00 |
| 31 | Fire Training Field | 7100 CR 160 | $ 68.00 | 30 | $ 2,040.00 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 20.00 | 30 | $ 600.00 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 40.00 | 30 | $ 1,200.00 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 58.00 | 30 | $ 1,740.00 |

**Section B Total** $ 39,030.00

| Section C - City Entrances |
|---|

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 3 / Mow Monkey's

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 35 | North entrance sign area | Southbound Bypass 35 | $ 148.47 | 39 | $ 5,790.33 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 148.47 | 39 | $ 5,790.33 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 39.00 | 39 | $ 1,521.00 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 30.00 | 39 | $ 1,170.00 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 148.46 | 12 | $ 1,781.52 |

**Section C Total** $ 16,053.18

## Section D - Public Parks

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 40 | Ruben Adame | 801 Shaw St. | $ 99.00 | 39 | $ 3,861.00 |
| 41 | Newman Park | 1200 Newman St. | $ 98.57 | 39 | $ 3,844.23 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 24.47 | 39 | $ 954.33 |
| 43 | Sealy Park | 206 S. Durant St. | $ 48.00 | 39 | $ 1,872.00 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 550.00 | 39 | $ 21,450.00 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 38.00 | 39 | $ 1,482.00 |

B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 3 / Mow Monkey's

| | |
|---|---|
| **Section D Total** | $ 33,463.56 |

| | |
|---|---|
| **GRAND TOTAL** | $ 98,998.74 |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 4 / Beach Town Lawn Service (BTLS)

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 10.00 | 26 | $ 260.00 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 40.00 | 26 | $ 1,040.00 |
| 3 | Lift Station 29 | 1920 Callaway | $ 40.00 | 26 | $ 1,040.00 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 20.00 | 26 | $ 520.00 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 20.00 | 26 | $ 520.00 |
| 6 | Lift Station 33 | Bypass 35 | $ 20.00 | 26 | $ 520.00 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 40.00 | 26 | $ 1,040.00 |
| 8 | Water Well #4 | 300 S. Durant | $ 20.00 | 26 | $ 520.00 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 40.00 | 26 | $ 1,040.00 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 20.00 | 26 | $ 520.00 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 20.00 | 26 | $ 520.00 |
| 12 | Water Tower | 650 Dyche Lane | $ 40.00 | 26 | $ 1,040.00 |
| 13 | Water Tower | 707 Verhalen | $ 40.00 | 26 | $ 1,040.00 |
| 14 | Water Tower | N. Bypass 35 | $ 50.00 | 26 | $ 1,300.00 |

**Section A Total** $ 10,920.00

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 115.00 | 30 | $ 3,450.00 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 4 / Beach Town Lawn Service (BTLS) | | | | | |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 60.00 | 30 | $ 1,800.00 |
| 17 | Library | 105 S. Gordon St. | $ 100.00 | 30 | $ 3,000.00 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 80.00 | 30 | $ 2,400.00 |
| 19 | Museum | 302 W. Sealy St. | $ 80.00 | 30 | $ 2,400.00 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 140.00 | 30 | $ 4,200.00 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 240.00 | 30 | $ 7,200.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 240.00 | 30 | $ 7,200.00 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 100.00 | 30 | $ 3,000.00 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 100.00 | 30 | $ 3,000.00 |
| 25 | American Legion Lot | 206 S. Durant St | $ 80.00 | 30 | $ 2,400.00 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 80.00 | 30 | $ 2,400.00 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 80.00 | 30 | $ 2,400.00 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 130.00 | 30 | $ 3,900.00 |
| 29 | EMS Station | 709 E. House St. | $ 80.00 | 30 | $ 2,400.00 |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 80.00 | 30 | $ 2,400.00 |
| 31 | Fire Training Field | 7100 CR 160 | $ 110.00 | 30 | $ 3,300.00 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 60.00 | 30 | $ 1,800.00 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 80.00 | 30 | $ 2,400.00 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 100.00 | 30 | $ 3,000.00 |
| | | | | **Section B Total** | $ 64,050.00 |
| Section C - City Entrances | | | | | |

# B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 4 / Beach Town Lawn Service (BTLS)

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 35 | North entrance sign area | Southbound Bypass 35 | $ 150.00 | 39 | $ 5,850.00 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 150.00 | 39 | $ 5,850.00 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 40.00 | 39 | $ 1,560.00 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 30.00 | 39 | $ 1,170.00 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 300.00 | 12 | $ 3,600.00 |

**Section C Total** $ 18,030.00

Section D - Public Parks

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 39 | Ruben Adame | 801 Shaw St. | $ 100.00 | 39 | $ 3,900.00 |
| 40 | Newman Park | 1200 Newman St. | $ 100.00 | 39 | $ 3,900.00 |
| 41 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 25.00 | 39 | $ 975.00 |
| 42 | Sealy Park | 206 S. Durant St. | $ 50.00 | 39 | $ 1,950.00 |
| 43 | Oak Park Cemetery | 300 Oak Park Dr. | $ 600.00 | 39 | $ 23,400.00 |
| 44 | Prairie Dog Park | 575 E. Hathaway | $ 40.00 | 39 | $ 1,560.00 |

B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 4 / Beach Town Lawn Service (BTLS)

| | |
|---|---|
| **Section D Total** | $ 35,685.00 |

| | |
|---|---|
| **GRAND TOTAL** | $ 128,685.00 |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 5 / Cornerstone Maintenance & Landscaping

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 25.00 | 26 | $ 650.00 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 62.50 | 26 | $ 1,625.00 |
| 3 | Lift Station 29 | 1920 Callaway | $ 50.00 | 26 | $ 1,300.00 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 25.00 | 26 | $ 650.00 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 37.50 | 26 | $ 975.00 |
| 6 | Lift Station 33 | Bypass 35 | $ 25.00 | 26 | $ 650.00 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 100.00 | 26 | $ 2,600.00 |
| 8 | Water Well #4 | 300 S. Durant | $ 50.00 | 26 | $ 1,300.00 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 62.50 | 26 | $ 1,625.00 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 50.00 | 26 | $ 1,300.00 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 37.50 | 26 | $ 975.00 |
| 12 | Water Tower | 650 Dyche Lane | $ 37.50 | 26 | $ 975.00 |
| 13 | Water Tower | 707 Verhalen | $ 62.50 | 26 | $ 1,625.00 |
| 14 | Water Tower | N. Bypass 35 | $ 112.50 | 26 | $ 2,925.00 |

**Section A Total** $ 19,175.00

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 112.50 | 30 | $ 3,375.00 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 5 / Cornerstone Maintenance & Landscaping | | | | | |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 112.50 | 30 | $ 3,375.00 |
| 17 | Library | 105 S. Gordon St. | $ 75.00 | 30 | $ 2,250.00 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 50.00 | 30 | $ 1,500.00 |
| 19 | Museum | 302 W. Sealy St. | $ 25.00 | 30 | $ 750.00 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 187.50 | 30 | $ 5,625.00 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 300.00 | 30 | $ 9,000.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 200.00 | 30 | $ 6,000.00 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 100.00 | 30 | $ 3,000.00 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 100.00 | 30 | $ 3,000.00 |
| 25 | American Legion Lot | 206 S. Durant St | $ 62.50 | 30 | $ 1,875.00 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 50.00 | 30 | $ 1,500.00 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 62.50 | 30 | $ 1,875.00 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 150.00 | 30 | $ 4,500.00 |
| 29 | EMS Station | 709 E. House St. | $ 50.00 | 30 | $ 1,500.00 |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 50.00 | 30 | $ 1,500.00 |
| 31 | Fire Training Field | 7100 CR 160 | $ 100.00 | 30 | $ 3,000.00 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 37.50 | 30 | $ 1,125.00 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 37.50 | 30 | $ 1,125.00 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 150.00 | 30 | $ 4,500.00 |
| | | | | **Section B Total** | $ 60,375.00 |
| Section C - City Entrances | | | | | |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 5 / Cornerstone Maintenance & Landscaping

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 35 | North entrance sign area | Southbound Bypass 35 | $ 300.00 | 39 | $ 11,700.00 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 225.00 | 39 | $ 8,775.00 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 37.50 | 39 | $ 1,462.50 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 37.50 | 39 | $ 1,462.50 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 450.00 | 12 | $ 5,400.00 |

**Section C Total** $ 28,800.00

## Section D - Public Parks

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 40 | Ruben Adame | 801 Shaw St. | $ 150.00 | 39 | $ 5,850.00 |
| 41 | Newman Park | 1200 Newman St. | $ 150.00 | 39 | $ 5,850.00 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 62.50 | 39 | $ 2,437.50 |
| 43 | Sealy Park | 206 S. Durant St. | $ 100.00 | 39 | $ 3,900.00 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 600.00 | 39 | $ 23,400.00 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 50.00 | 39 | $ 1,950.00 |

B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 5 / Cornerstone Maintenance & Landscaping

| | | |
|---|---|---|
| **Section D Total** | $ | 43,387.50 |

| | | |
|---|---|---|
| **GRAND TOTAL** | $ | 151,737.50 |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 6 / Yellow Landscape

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 7.00 | 26 | $ 182.00 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 7.00 | 26 | $ 182.00 |
| 3 | Lift Station 29 | 1920 Callaway | $ 22.00 | 26 | $ 572.00 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 4.00 | 26 | $ 104.00 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 9.00 | 26 | $ 234.00 |
| 6 | Lift Station 33 | Bypass 35 | $ 4.00 | 26 | $ 104.00 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 163.00 | 26 | $ 4,238.00 |
| 8 | Water Well #4 | 300 S. Durant | $ 22.00 | 26 | $ 572.00 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 50.00 | 26 | $ 1,300.00 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 12.00 | 26 | $ 312.00 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 13.00 | 26 | $ 338.00 |
| 12 | Water Tower | 650 Dyche Lane | $ 65.00 | 26 | $ 1,690.00 |
| 13 | Water Tower | 707 Verhalen | $ 55.00 | 26 | $ 1,430.00 |
| 14 | Water Tower | N. Bypass 35 | $ 65.00 | 26 | $ 1,690.00 |

**Section A Total** $ 12,948.00

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 160.00 | 30 | $ 4,800.00 |

| B-17-05 Manicured Mowing Service Bid Submittals | | | | | |
|---|---|---|---|---|---|
| BID SUBMITTAL # 6 / Yellow Landscape | | | | | |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 18.00 | 30 | $ 540.00 |
| 17 | Library | 105 S. Gordon St. | $ 71.00 | 30 | $ 2,130.00 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 53.00 | 30 | $ 1,590.00 |
| 19 | Museum | 302 W. Sealy St. | $ 35.00 | 30 | $ 1,050.00 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 53.00 | 30 | $ 1,590.00 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 373.00 | 30 | $ 11,190.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 213.00 | 30 | $ 6,390.00 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 53.00 | 30 | $ 1,590.00 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 35.00 | 30 | $ 1,050.00 |
| 25 | American Legion Lot | 206 S. Durant St | $ 53.00 | 30 | $ 1,590.00 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 53.00 | 30 | $ 1,590.00 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 45.00 | 30 | $ 1,350.00 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 186.00 | 30 | $ 5,580.00 |
| 29 | EMS Station | 709 E. House St. | $ 53.00 | 30 | $ 1,590.00 |
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 53.00 | 30 | $ 1,590.00 |
| 31 | Fire Training Field | 7100 CR 160 | $ 160.00 | 30 | $ 4,800.00 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 80.00 | 30 | $ 2,400.00 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 35.00 | 30 | $ 1,050.00 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 80.00 | 30 | $ 2,400.00 |
| | | | | **Section B Total** | $ 55,860.00 |
| Section C - City Entrances | | | | | |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 6 / Yellow Landscape

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 35 | North entrance sign area | Southbound Bypass 35 | $ 334.00 | 39 | $ 13,026.00 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 234.00 | 39 | $ 9,126.00 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 25.00 | 39 | $ 975.00 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 25.00 | 39 | $ 975.00 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 560.00 | 12 | $ 6,720.00 |

**Section C Total** $ 30,822.00

## Section D - Public Parks

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 40 | Ruben Adame | 801 Shaw St. | $ 158.00 | 39 | $ 6,162.00 |
| 41 | Newman Park | 1200 Newman St. | $ 529.00 | 39 | $ 20,631.00 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 412.00 | 39 | $ 16,068.00 |
| 43 | Sealy Park | 206 S. Durant St. | $ 88.00 | 39 | $ 3,432.00 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 1,269.00 | 39 | $ 49,491.00 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 35.00 | 39 | $ 1,365.00 |

B-17-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 6 / Yellow Landscape

| | |
|---|---|
| **Section D Total** | $ 97,149.00 |

| | | |
|---|---|---|
| **GRAND TOTAL** | $ | 196,779.00 |

# B-17-05 Manicured Mowing Service Bid Submittals

## BID SUBMITTAL # 3 / LTS Lawncare

### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ FY 2017 | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 1 | Lift Station 23B | 1823 Steel Rd. | $ 27.62 | 11 | $ 303.82 |
| 2 | Lift Station 14 | 205 E. Old Galveston R. | $ 27.62 | 11 | $ 303.82 |
| 3 | Lift Station 29 | 1920 Callaway | $ 27.62 | 11 | $ 303.82 |
| 4 | Lift Station 30 | 1587 S. Hwy 35 | $ 27.62 | 11 | $ 303.82 |
| 5 | Lift Station 31 | 1075 FM 1462 | $ 27.62 | 11 | $ 303.82 |
| 6 | Lift Station 33 | Bypass 35 | $ 27.62 | 11 | $ 303.82 |
| 7 | Water Well #3 | 1080 W. Snyder | $ 27.62 | 11 | $ 303.82 |
| 8 | Water Well #4 | 300 S. Durant | $ 55.23 | 11 | $ 607.53 |
| 9 | Water Well #6 | 1050 Heights Rd | $ 27.62 | 11 | $ 303.82 |
| 10 | Water Well #7 | 1060 Heights Rd | $ 27.62 | 11 | $ 303.82 |
| 11 | Water Well #8 | 380 W. Willis St. | $ 55.23 | 11 | $ 607.53 |
| 12 | Water Tower | 650 Dyche Lane | $ 27.62 | 11 | $ 303.82 |
| 13 | Water Tower | 707 Verhalen | $ 27.62 | 11 | $ 303.82 |
| 14 | Water Tower | N. Bypass 35 | $ 27.62 | 11 | $ 303.82 |

**Section A Total** $ 4,860.90

### Section B - Facility Grounds

| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item |
|---|---|---|---|---|---|
| 15 | City Hall | 216 W. Sealy St. | $ 55.23 | 20 | $ 1,104.60 |
| 16 | Vacant Lot (near chamber bldg.) | W.Willis St @ Hardie St | $ 27.62 | 20 | $ 552.40 |
| 17 | Library | 105 S. Gordon St. | $ 55.23 | 20 | $ 1,104.60 |
| 18 | Senior Citizen Center | 309 W. Sealy St | $ 27.62 | 20 | $ 552.40 |
| 19 | Museum | 302 W. Sealy St. | $ 55.23 | 20 | $ 1,104.60 |
| 20 | Public Service Facility | 1100 W. Hwy 6 | $ 82.58 | 20 | $ 1,651.60 |
| 21 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 82.85 | 20 | $ 1,657.00 |
| 22 | Alvin Police Department | 1500 S. Gordon St. | $ 110.46 | 20 | $ 2,209.20 |
| 23 | Bob Owen Pool | 919 Bayou Dr. | $ 55.23 | 20 | $ 1,104.60 |
| 24 | Girl Scout House Lot | 1006 W. Adoue St. | $ 27.62 | 20 | $ 552.40 |
| 25 | American Legion Lot | 206 S. Durant St | $ 27.62 | 20 | $ 552.40 |
| 26 | Fire Station #1 w/ overflow parking lot | 302 W. House St./407 W. House St | $ 27.62 | 20 | $ 552.40 |
| 27 | Fire Station #2 | 110 Medic Lane | $ 27.62 | 20 | $ 552.40 |
| 28 | Fire Station #3 | 2700 FM 1462 | $ 55.23 | 20 | $ 1,104.60 |
| 29 | EMS Station | 709 E. House St. | $ 27.62 | 20 | $ 552.40 |

| | | | | | |
|---|---|---|---|---|---|
| 30 | Park-N-Ride | 1755 Steel Rd. | $ 27.62 | 20 | $ 552.40 |
| 31 | Fire Training Field | 7100 CR 160 | $ 55.23 | 20 | $ 1,104.60 |
| 32 | Dyche Lane Property | 800 Dyche Lane | $ 27.62 | 20 | $ 552.40 |
| 33 | Vacant Lot | N. Gordon St. @ W. Willis St. | $ 27.62 | 20 | $ 552.40 |
| 34 | ACVB grounds (train depot) | 200 Depot Centre Blvd. | $ 55.23 | 20 | $ 1,104.60 |

**Section B Total** $ 18,774.00

| Section C - City Entrances | | | | | |
|---|---|---|---|---|---|
| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item |
| 35 | North entrance sign area | Southbound Bypass 35 | $ 55.23 | 21 | $ 1,159.83 |
| 36 | South entrance sign area | Northbound Bypass 35 | $ 55.23 | 21 | $ 1,159.83 |
| 37 | Welcome to Alvin Sign | Hwy 6 @ Gordon St. | $ 27.62 | 21 | $ 580.02 |
| 38 | Welcome to Alvin Sign | Hwy 6 from Manvel | $ 27.62 | 21 | $ 580.02 |
| 39 | Alternate Location | Area south of the south entrance sign | $ 150.00 | 5 | $ 750.00 |

**Section C Total** $ 4,229.70

| Section D - Public Parks | | | | | |
|---|---|---|---|---|---|
| Item No. | Name | Address | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item |
| 40 | Ruben Adame | 801 Shaw St. | $ 65.23 | 21 | $ 1,369.83 |
| 41 | Newman Park | 1200 Newman St. | $ 65.23 | 21 | $ 1,369.83 |
| 42 | Citizens Park | Gordon St. @ Depot Centre Blvd. | $ 27.62 | 21 | $ 580.02 |
| 43 | Sealy Park | 206 S. Durant St. | $ 63.23 | 21 | $ 1,327.83 |
| 44 | Oak Park Cemetery | 300 Oak Park Dr. | $ 359.63 | 21 | $ 7,552.23 |
| 45 | Prairie Dog Park | 575 E. Hathaway | $ 55.23 | 21 | $ 1,159.83 |

**Section D Total** $ 13,359.57

# GRAND TOTAL $ 41,224.17

# Agenda Commentary

**Meeting Date:** 5/4/2017

**Department:** Parks and Recreation **Contact:** Dan Kelinske, Parks & Recreation Director

**Agenda Item:** Consider Addendum No. 4 for a one (1) year renewal to the Agreement for Lawn Maintenance Services with LTS Lawn Care for mowing services of select city parkland in an amount not to exceed $32,227.87, and authorize the City Manager to sign the contract subject to legal review.

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

**Summary:** The original agreement was approved by City Council on February 20, 2014, in an amount not to exceed $22,2776.46 for lawn maintenance services for the following locations: Talmadge Park, Hike and Bike Trail, Morgan Park, Pearson Park and Marina Park, beginning March 1, 2014 thru September 30, 2014.

The first renewal with LTS Lawn Care was approved August 7, 2014 by City Council in an amount not to exceed $32,227.87 ending September 30, 2015.

The second renewal with LTS Lawn Care was approved September 3, 2015 by City Council in an amount not to exceed $32,227.87 ending September 30, 2016.

The third renewal with LTS Lawn Care was approved August 4, 2016 by City Council in an amount not to exceed $32,227.87 ending September 30, 2017.

Staff is pleased with the services of LTS Lawn Care and is requesting that Council renew the fourth of four (4) one-year renewals with LTS Lawn Care in an amount not to exceed $32,227.87.

**Funding Expected:** Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes x No ___ N/A ___

**Funding Account:** 1-7001-00-3270 **Amount:** $32,227.87 **1295 Form Required?** Yes ___ No X

**Legal Review Required:** N/A ___ Required X **Date Completed:** 5/1/2017

**Supporting documents attached:**

- Addendum No. 4
- Renewal Request Letter
- Agreement for Lawn Maintenance Services

**Recommendation:** Move to approve Addendum No. 4 for a one (1) year renewal to the Agreement for Lawn Maintenance Services with LTS Lawn Care for mowing services of select city parkland in an amount not to exceed $32,227.87, and authorize the City Manager to sign subject to 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 ☒

**ADDENDUM NO. 4**

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

THIS Addendum No. 4 to the City of Alvin Landscape Maintenance Services Agreement ("Addendum No. 4") is made on this the _____ day of _____, 2017, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and LTS Lawn Care ("LTS").

**WHEREAS**, on February 20, 2014, the City approved and entered into a Landscape Maintenance Services Agreement with LTS Lawn Care for lawn services of selected City parks (the "Agreement"); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2014; and

**WHEREAS**, the City and LTS Lawn Care entered into Addendum No. 1 on or about August 7, 2014, agreeing to extend the term of the Agreement for an additional year ending September 30, 2015; and

**WHEREAS**, the City and LTS Lawn Care entered into Addendum No. 2 on or about September 3, 2015, agreeing to extend the term of the Agreement for an additional year ending September 30, 2016; and

**WHEREAS**, the City and LTS Law Care entered into Addendum No. 3 on or about August 4, 2016, agreeing to extend the term of the Agreement for an additional year ending September 30, 2017; and

**WHEREAS**, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See LTS Lawn Care's letter attached as Exhibit "A"); and

**WHEREAS**, LTS Lawn Care has now provided three (3) one (1) year renewal terms, and now requests the fourth and final one-year term to provide lawn services of selected City parks; and

**WHEREAS**, the City and LTS Lawn Care agree to extend the term of the Agreement for an additional year ending September 30, 2018.

**WITNESSETH:**

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

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 4, the provisions of Addendum No. 4 shall control. Addendum No. 4 may only be amended, modified or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 4 to the Landscape Maintenance Lawn Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**LTS LAWN CARE**

By:_____
Larry Dietrich, President

ATTEST/SEAL

By:_____
Name:
Title:

**CITY OF ALVIN, TEXAS**

By:_____
Paul A. Horn, Mayor

ATTEST/SEAL

By:_____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By:_____
Suzanne L. Hanneman
Deputy City Attorney

**LTS *Lawncare***
*P.O. BOX 314*
*Alvin, Texas 77512*
*281.433.2590*
*l.dietrich1313@gmail.com*

DATE: 3/31/2017

**DAN KELINSKE**
City of Alvin
Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract between LTS Lawncare and the City of Alvin for the 2017-2018 physical year. The pricing will not change from current Contract. I hope that our service meets and exceeds your expectations.

Thank You,

Larry Dietrich

EXHIBIT A

**ADDENDUM NO 3**

**TO THE**
**CITY OF ALVIN**
**AGREEMENT FOR**
**LAWN MAINTENANCE SERVICES**

THIS Addendum No 3 to the City of Alvin Agreement For Lawn Maintenance Services ("Addendum No 3") is made on this the 4 day of August, 2016, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and LTS Lawn Care ("LTS")

**WHEREAS**, on February 20 2014, the City approved and entered into an Agreement For Lawn Maintenance Services with LTS Lawn Care for lawn services of select City parks (the 'Agreement"), and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2014, and

**WHEREAS,** the City and LTS Lawn Care entered into Addendum No 1 on or about August 7, 2014 agreeing to extend the term of the Agreement for an additional year ending September 30, 2015 and

**WHEREAS,** the City and LTS Lawn Care entered into Addendum No 2 on or about September 3, 2015 agreeing to extend the term of the Agreement for an additional year ending September 30, 2016, and

**WHEREAS**, Section 4 0 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years of renewal services, and each renewal term shall be attached to the Agreement as an Addendum, and

**WHEREAS,** LTS Lawn Care has now provided two renewal terms and now requests the third renewal term to provide lawn services of select City parks, and

**WHEREAS**, the City and LTS Lawn Care agree to extend the term of the Agreement for an additional year ending September 30, 2017

**WITNESSETH·**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and LTS Lawn Care hereby agree as follows

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3 02 unless terminated earlier in accordance with the terms of the original Agreement

II

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

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

**LTS LAWN CARE**

By _____
Larry Dietrich, President

ATTEST/SEAL

By _____
Name
Title KAREN DIETRICH EX SEC.

**CITY OF ALVIN, TEXAS**

By _____
Serenah Breland, City Manager

ATTEST/SEAL

By _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM

By _____
Bobbi J Kacz, City Attorney

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-100429

**Date Filed:**
08/17/2016

**Date Acknowledged:**
8/17/16 DN

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

Larry's Tractor Service
4835 Powers Lane, TX United States

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

City of Alvin

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

B-14-02
Lawn Care

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Dietrich, larry | Alvin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LUCILLE GUERRA
Notary Public, State of Texas
My Commission Expires
January 18, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Larry Dietrich, this the 17th day of August, 20 16, to certify which, witness my hand and seal of office.

Lucille Guerra — Lucille Guerra

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-100429

**Date Filed:**
08/17/2016

**Date Acknowledged:**
08/17/2016

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

Larry's Tractor Service
4835 Powers Lane, TX United States

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

City of Alvin

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

B-14-02
Lawn Care

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Dietrich, larry | Alvin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

www.alvin-tx.gov

**CITY OF ALVIN** **Office of the City Clerk**
216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4257 • FAX (281) 388-4294

September 10, 2015

Mr. Larry Dietrich
LTS Lawncare
P.O. Box 314
Alvin, Texas 77512
l.dietrich1313@gmail.com

Re: Landscape Maintenance Addendum No. 2

Dear Mr. Dietrich:

Please find enclosed addendum no. 2 on the above referenced services agreement between the City of Alvin and LTS Lawncare for your signature. Once signed please e-mail to me at gcruzen@cityhall.cityofalvin.com .

Sincerely,

Grace Cruzen
Deputy City Clerk

Encl.

**ADDENDUM NO. 2**

**TO THE**
**CITY OF ALVIN**
**AGREEMENT FOR**
**LAWN MAINTENANCE SERVICES**

THIS Addendum No. 2 to the City of Alvin Agreement For Lawn Maintenance Services ("Addendum No. 2") is made on this the 3 day of September, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and LTS Lawncare ("LTS").

**WHEREAS**, on February 20, 2014, the City approved and entered into an Agreement For Lawn Maintenance Services with LTS Lawncare for lawn services of selected City parks (the "Agreement"); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2014; and

**WHEREAS,** the City and LTS Lawncare entered into Addendum No. 1 on or about August 7, 2014 agreeing to extend the term of the Agreement for an additional year ending September 30, 2015; and

**WHEREAS**, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year extensions, for a maximum of four (4) years of renewal terms, and each renewal term shall be attached to the Agreement as an Addendum; and

**WHEREAS,** LTS Lawncare has provided lawn services for a one (1) year renewal term and now requests the second one (1) year term to provide lawn services of selected City parks; and

**WHEREAS**, the City and LTS Lawncare agree to extend the term of the Agreement for an additional year ending September 30, 2016.

**WITNESSETH:**

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

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

**II.**

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

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

**LTS LAWNCARE**

By: _____
Larry Dietrich, President

ATTEST/SEAL

By: _____
Name:
Title: V. PRESIDENT

**CITY OF ALVIN, TEXAS**

By: _____
Sereniah Breland, City Manager

ATTEST/SEAL

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2015

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

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

**PRODUCER**
Magnolia Independent Insurance
18904 FM 1499, #306
Magnolia, TX 77355

CONTACT NAME: Jeff Arnold
PHONE (A/C, No, Ext): 281-881-9019 FAX (A/C, No): 281-259-5993
E-MAIL ADDRESS: jeffarnold68@yahoo.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Northland Insurance Co. | |
| INSURER B : Zurich American Ins. Co. | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Larry Dietrich dba LTS Lawncare
P.O. Box 314
Alvin, TX 77512

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | WS212489 | 03/31/2015 | 03/31/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | WC 969138-01 | 02/03/2015 | 02/03/2016 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (N/A) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alvin is named as an Additional Insured on the General Liability policy. A waiver of subrogation will be issued on the general liability and the workers compensation policy.

**CERTIFICATE HOLDER**
City of Alvin
216 West Sealy
Alvin, TX 77511
Attn: Daniel Kelinske/Director of Parks & Recreation
dlkelinske@cityofalvin.com

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Arnold

©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2016

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

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

| PRODUCER | CONTACT NAME: Jeff Arnold |
|---|---|
| Magnolia Independent Insurance<br>18904 FM 1499, #306<br>Magnolia, TX 77355 | PHONE (A/C, No, Ext): 281-881-9019 FAX (A/C, No): 281-259-5993<br>E-MAIL ADDRESS: jeffarnold68@yahoo.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Northland Insurance Co. |
| INSURED<br>Larry Dietrich dba LTS Lawncare<br>P.O. Box 314<br>Alvin, TX 77512 | INSURER B : Zurich American Ins. Co. |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | WS231734 | 03/31/2015 | 03/31/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 100,000 |
| | POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | WC 969138-02 | 02/03/2016 | 02/03/2017 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alvin is named as an Additional Insured on the General Liability policy. A waiver of subrogation will be issued on the general liability and the workers compensation policy.

**CERTIFICATE HOLDER**

City of Alvin
216 West Sealy
Alvin, TX 77511
Attn: Daniel Kelinske/Director of Parks & Recreation
dlkelinske@cityofalvin.com

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Arnold

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2016

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

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

**PRODUCER**
Magnolia Independent Insurance
18904 FM 1499, #306
Magnolia, TX 77355

CONTACT NAME: Jeff Arnold
PHONE (A/C, No, Ext): 281-881-9019 FAX (A/C, No): 281-259-5993
E-MAIL ADDRESS: jeffarnold68@yahoo.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Maxum IBOT RPG | |
| INSURER B : Zurich American Ins. Co. | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Larry Dietrich dba LTS Lawncare
P.O. Box 314
Alvin, TX 77512

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | BDG0091695-01 | 03/31/2016 | 03/31/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | WC 969138-02 | 02/03/2016 | 02/03/2017 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alvin is named as an Additional Insured on the General Liability policy. A waiver of subrogation will be issued on the general liability and the workers compensation policy.

**CERTIFICATE HOLDER**
City of Alvin
216 West Sealy
Alvin, TX 77511
Attn: Daniel Kelinske/Director of Parks & Recreation
dlkelinske@cityofalvin.com

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Arnold

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2016

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

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

**PRODUCER**

Magnolia Independent Insurance
18904 FM 1499, #306
Magnolia, TX 77355

CONTACT NAME: Jeff Arnold
PHONE (A/C, No, Ext): 281-881-9019 FAX (A/C, No): 281-259-5993
E-MAIL ADDRESS: jeffarnold68@yahoo.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Maxum IBOT RPG | |
| INSURER B : Zurich American Ins. Co. | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Larry Dietrich dba LTS Lawncare
P.O. Box 314
Alvin, TX 77512

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | BDG0091695-01 | 03/31/2016 | 03/31/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | WC 969138-02 | 02/03/2016 | 02/03/2017 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alvin is named as an Additional Insured on the General Liability policy. A waiver of subrogation will be issued on the general liability and the workers compensation policy.

**CERTIFICATE HOLDER**

City of Alvin
216 West Sealy
Alvin, TX 77511
Attn: Daniel Kelinske/Director of Parks & Recreation
dlkelinske@cityofalvin.com

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Arnold

© 1988-2014 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**ADDENDUM NO. 1**

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

THIS Addendum No. 1 to the City of Alvin Landscape Maintenance Services Agreement ("Addendum No. 1") is made on this the 7th day of August, 2014, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and LTS Lawn Care ("LTS").

**WHEREAS**, on February 20, 2014, the City approved and entered into a Landscape Maintenance Services Agreement with LTS Lawn Care for lawn services of selected City parks (the "Agreement"); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2014; and

**WHEREAS**, Section 4.0 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum; and

**WHEREAS**, the City and LTS Lawn Care agree to extend the term of the Agreement for an additional year ending September 30, 2015.

**WITNESSETH:**

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

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

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

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

**LTS LAWN CARE**

By:_____
Larry Dietrich, President

ATTEST/SEAL

By:_____
Name:
Title:

**CITY OF ALVIN, TEXAS**

By:_____
Paul Horn, Mayor

ATTEST/SEAL

By:_____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By:_____
Bobbi J. Kacz, City Attorney

**LTS *Lawncare***
*P.O. BOX 314*
*Alvin, Texas 77512*
*281.433.2590*
*l.dietrich1313@gmail.com*

DATE: 7/22/2014

**DAN KELINSKE**
City of Alvin
Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract between LTS Lawncare and the City of Alvin for the 2014-2015 physical year. The pricing will not change from current Contract. I hope that our service meets and exceeds your expectations.

Thank You,

Larry Dietrich

EXHIBIT "A"

# AGREEMENT FOR LAWN MAINTENANCE SERVICES

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

THIS AGREEMENT FOR LAWN MAINTENANCE SERVICES (the "Agreement") is made and entered into on this 20 day of February, 2014 by and between the CITY OF ALVIN, TEXAS, (the "City") a municipal corporation of the State of Texas, situated in Brazoria County, Texas and LTS Lawn Care, (the "Contractor").

## WITNESSETH:

**WHEREAS**, on or about January 6, 2014, and January 13, 2014, the City advertised for bids for lawn maintenance services.

**WHEREAS**, the Contractor submitted the lowest responsive and most qualified bid for the job locations specified herein;

**WHEREAS,** on or about February 20, 2014, the City Council awarded a Lawn Maintenance Services bid to the Contractor; and

**WHEREAS,** this Agreement defines the rights and obligations of the parties;

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

## I.
## DEFINITIONS

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

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

## II.
## SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Lawn Maintenance Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such

services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "B". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

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

## III.
## COMPENSATION

**3.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of **Twenty Two Thousand Seven Hundred Seventy Six and 46/100 Dollars ($22,776.46)** for lawn maintenance services required hereunder for the remaining fiscal year 2013-2014.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of **Thirty-Two Thousand Two Hundred Twenty-Seven and 87/100 Dollars ($32,227.87)** may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "B", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "B".

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth ($10^{th}$) day of each month for the services rendered in the preceding month specifying services rendered, dates of service and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

**3.02 – Allocated Funds.**

(a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.

(b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of **Twenty Two Thousand Seven Hundred Seventy-Six and 46/100 ($22,776.46)**, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2013-2014. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

(c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.

(d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.

(e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

## IV.
## TERM AND RENEWAL OPTION

**4.01 – Term.**

The term of this Agreement shall commence on **March 1, 2014** and shall end on **September 30, 2014.** However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a maximum of four (4) extensions. Each extension is subject to the provisions in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

## V.
## TERMINATION

**5.01 – With Cause.**

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

(i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and

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

**5.02 – Without Cause.**

This Agreement may be terminated by the City without cause upon ninety (90) days advance written notice to the Contractor.

## VI.
## INSURANCE

**6.01 - Insurance**

**A. Coverage and Amounts.**

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

(1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability;

| COVERAGE | LIMITS OF LIABILITY |
|---|---|
| Worker's Compensation | Statutory |
| Employer's Liability | $1,000,000 per occurrence |
| Commercial General Liability Including Blanket Contractual Liability | Bodily Injury and Property Damage Limits of $1,000,000 each Occurrence and $2,000,000 Aggregate |
| Automobile Liability | Bodily Injury and Property Damage Combined Single Limit $1,000,000 Each Occurrence |

(2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.

(3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.

(4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.

(5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.

(6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.

(7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

(8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

**B. Delivery of Policies.** The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them; together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

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

## VII.
## MISCELLANEOUS

**7.01 - Independent Contractor.**

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

**7.02 - Subcontractors.**

The contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director which approval shall not be unreasonable withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. . All persons employed by the contractor must be legally approved to work in the United States.

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

**7.03 - Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

**7.04 - Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

**7.05 – Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

**7.06 - Applicable Laws.**

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

**7.07 - Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statue, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

**7.08 - Notices.**

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

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
LTS Lawn Care – Attn: Larry Dietrich
_____
_____
Phone No: _____

**7.09 - Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

**7.10 - Acceptance and Approvals.**

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

**7.11 - Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractors profit shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

**7.12 - Remedies.**

The rights and remedies contained in this Agreement shall not exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement exempt in accordance with the provisions hereof.

**7.13 - Ambiguities.**

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

**7.14 - Survival.**

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**7.15 - Entire Agreement.**

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

**IN WITNESS WHEREOF,** the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 11 day of February, 2014.

**CONTRACTOR:**
**LTS Lawn Care**

**BY:** _____
**Name:** A. L. DIETRICH
**Title:** OWNER

**CITY:**
**CITY OF ALVIN, TEXAS**

**BY:** _____
**Gary Appelt,**
**Mayor**

**ATTEST/SEAL**

**BY:** Karen Dietrich
**Name:** KAREN DIETRICH
**Title:** _____

**ATTEST/SEAL**

**BY:** Thomas W. Peebles
**Thomas W. Peebles**
**City Clerk**

**APPROVED AS TO FORM:**

**BY:** Bobbi Kacz
**Bobbi Kacz**
**City Attorney**

**CITY OF ALVIN** — **CITY HALL**
216 West Sealy St • Alvin, Texas 77511 • (281) 388-4200 • FAX (281) 388-4294

**"Exhibit A"**

**CITY PARKS**

**2013-2014 PROPOSAL**

| | Per Trip Price | | Total Price |
|---|---|---|---|
| 1. Pearson Park, *2200 Westpark Dr.* | $ 271.15 | x 39 = | $ 10574.85 |
| 2. Morgan Park, *1500 W. South St.* | $ 116.21 | x 39 = | $ 4532.19 |
| 3. Hugh Adams Park, *3502 Mustang Rd.* | $ 77.47 | x 39 = | $ 3021.33 |
| 4. Marina Park, *Hwy. 6 behind bowling alley* | $ 77.47 | x 26 = | $ 2014.22 |
| 5. Talmadge Park, *Talmadge St. @ 6th St.* | $ 77.47 | x 39 = | $ 3021.33 |
| 6. Hike and Bike Trail, *Adoue St. to South St.* | $ 232.41 | x 39 = | $ 9063.95 |
| | **TOTAL** | = | $ 32227.87 |

***Under normal circumstances, the City of Alvin shall expect the above listed Parks be mowed bi-weekly from September thru February and weekly from March thru August. The City of Alvin shall also expect the above listed parks be "made ready" for heavier public use prior to all evenings, weekends and/or holidays, moreover, the contractor shall make all efforts to mow/trim prior these expected heavier usage times.**

LTS LAWN CARE
LARRY DIETRICH
281-433-2590

# Agenda Commentary

**Meeting Date:** 5/4/2017

**Department:** Parks and Recreation **Contact:** Dan Kelinske, Parks & Recreation Director

**Agenda Item:** Consider Addendum No. 2 for a one (1) year renewal agreement with Comfort Systems USA (South Central) for Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and repair services of various city buildings, in the amount of $37,310.94, and authorize the City Manager to sign the contract subject to legal review.

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

**Summary:** On September 17, 2015, the initial HVAC preventative maintenance agreement was awarded to Comfort Systems USA (South Central). The term of the of the original agreement commenced on October 10, 2015, and terminated on September 30, 2016; with an option to renew for a maximum of 3 additional one-year renewal terms. In August 2016, Council approved Addendum 1, the 1st of 3 one-year renewal terms allowed in the HVAC agreement.

Comfort Systems USA (South Central) is requesting that the City Council approve the 2nd one-year renewal term, which would allow Comfort Systems USA (South Central) to provide HVAC preventative maintenance and repair services for City facilities for through September 30, 2018 (FY18).

Staff is satisfied with the services of Comfort Systems USA (South Central) and recommends that City Council approve the 2nd of 3 one-year renewal options allowed in the HVAC preventative maintenance agreement. The following are the annual proposals submitted to the City by Comfort Systems USA (South Central).

| Service Year | Proposal |
|---|---|
| FY16 (Initial Award) | $32,440 |
| FY17 (1st one-year renewal option – Addendum 1)* | $36,440 |
| FY18 (2nd one-year renewal option – Addendum 2) | $37,310 |

The City facilities included in the HVAC agreement are: City Hall, Animal Adoption Center, Public Services Facility, Public Services Facility #2 at Dyche Lane, Library, Senior Citizens Center, Museum, Alvin Convention and Visitor's Bureau/Train Depot, Waste Water Treatment Plant, Fire Stations 1, 2 and 3, EMS Station and Police Station.

** The Animal Adoption Center HVAC equipment was added into the agreement as an addendum in February, 2016, for an additional annual amount of $3,960.*

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

**Funding Account:** Departmental Building/ Grounds Maint. Acct **Amount** $37,310.94 **1295 Form Required?** Yes X No ___

**Legal Review Required:** N/A ___ Required X **Date Completed:** 5/1/2017

**Supporting documents attached:**

- Addendum No. 2
- Addendum No. 1
- Animal Adoption Center Addendum
- Original Agreement
- Renewal Request Letter

**Recommendation:** Move to approve Addendum No. 2 for a one (1) year renewal with Comfort Systems USA (South Central) Inc. for HVAC preventative maintenance and repair services of various City of Alvin facilities, and authorize the City Manager to sign the contract subject to legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

**ADDENDUM NO. 2**

**TO THE**
**CITY OF ALVIN**
**HVAC PREVENTATIVE**
**MAINTENANCE AND REPAIR SERVICES AGREEMENT**

THIS Addendum No. 2 to the City of Alvin HVAC Preventative Maintenance and Repair Services Agreement (the "Addendum No. 2") is made on this the _____ day of _____, 2017 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and Comfort Systems USA (South Central) (the "Contractor").

**WHEREAS**, on September 17, 2015, the City approved and entered into a HVAC Preventative Maintenance and Repair Services Agreement for HVAC preventative maintenance and repairs to the City of Alvin facilities (the "Agreement"); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2016; and

**WHEREAS**, the City and Comfort Systems USA entered into Addendum No. 1 on or about August 4, 2016 agreeing to extend the term of the Agreement for an additional year ending September 30, 2017; and

**WHEREAS**, Section III of the Agreement states that renewal shall be the sole option of the City if agreed to by Contractor. (See Comfort Systems USA letter attached as Exhibit "A"). The initial Agreement shall be for one year, with three additional one year renewable options; and

**WHEREAS**, Comfort Systems USA has now provided one (1) one-year renewal term, and now requests the second of three (3) one (1) year term to provide HVAC preventative maintenance and repair services for City facilities; and

**WHEREAS**, the City and Comfort Systems USA desire to extend the term of the Agreement for an additional year ending September 30, 2018.

**WITNESSETH:**

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

**I.**

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the February 2016 Addendum, in which the Alvin Animal Adoption Center HVAC equipment was added.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, the 2016 Letter Addendum and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 2 may only be amended, modified or supplemented by written agreement and signed by all parties.

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

**COMFORT SYSTEMS USA**

By:_____
Name: _____
Title: _____

ATTEST/SEAL

By:_____
Name:
Title:

**CITY OF ALVIN, TEXAS**

By:_____
Paul A. Horn, Mayor

ATTEST/SEAL

By:_____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By:_____
Suzanne L. Hanneman
Deputy City Attorney

**ADDENDUM NO 1**

**TO THE CITY OF ALVIN**
**HVAC PREVENTATIVE MAINTENANCE**
**AND REPAIR SERVICES AGREEMENT**

THIS Addendum No 1 to the City of Alvin HVAC Preventative Maintenance and Repair Services Agreement (the 'Addendum No 1') is entered into on this the 4th day of August, 2016 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the 'City") and Comfort Systems USA (South Central) with an effective date of October 1, 2016

**WHEREAS**, on September 17, 2015, the City approved and entered into a HVAC Preventative Maintenance and Repair Services Agreement for HVAC preventative maintenance and repairs to the City of Alvin facilities (the "Agreement"), and

**WHEREAS**, Section III of the Agreement states the initial term ends September 30, 2016 and provides the option of three additional one year renewable terms, and that renewal shall be the sole option of the City and upon agreement by the Contractor, and

**WHEREAS**, Comfort Systems USA has provided the initial year of service and now requests the first one-year renewal term to provide HVAC preventative maintenance and repair services for City facilities (See Comfort Systems USA letter attached as Exhibit 'A"), and

**WHEREAS**, the City and Comfort Systems USA desire to extend the term of the Agreement for the first one-year renewal term ending September 30, 2017

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Comfort Systems USA hereby agree as follows

**I**

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the February 2016 Letter Addendum whereby the Animal Adoption Center HVAC equipment was added

**II**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect To the extent of a conflict or inconsistency between or among the provisions of the Agreement, the 2016 Letter Addendum and Addendum No 1, the provisions of Addendum No 1 shall control Addendum No 1 may only be amended, modified or supplemented by written agreement and signed by all parties

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

**COMFORT SYSTEMS USA**

By Jonathan Parow
Name JONATHAN PAROW
Title Executive VP Building Services

ATTEST/SEAL

By
Name Diana Hearen
Title Executive Assistant

DIANA L. HEAREN
Notary Public, State of Texas
My Commission Expires
February 06, 2017

**CITY OF ALVIN, TEXAS**

By
Seremiah Breland, City Manager

ATTEST/SEAL

By
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By
Bobbi J Kacz, City Attorney

COMFORT SYSTEMS USA®
SOUTH CENTRAL

2/22/2016

**Alvin City Hall**
**216 West Sealy**
**Alvin, Texas 77511**
**281-388-4200**

Attn: Dan Kelinske

**RE: Alvin Animal Adoption Center HVAC Preventative Maintenance**

Mr. Kelinske

This is an addendum to the existing HVAC preventative maintenance and repair agreement between Comfort Systems USA and the City of Alvin. Comfort Systems will begin quarterly preventative maintenance and repair of the Alvin Animal Adoption Center beginning March 1st 2016 and this addendum shall fall under the same provisions and expiration date of September 30, 2016 as stated in the original agreement with an option for yearly renewals up to three years based upon mutual agreement.

The first quarter of 2016 invoicing shall be prorated to reflect the preventative maintenance for the month of March only.

**March Preventative Maintenance Cost: $247.50 All Applicable Taxes Extra**

**Quarterly Preventative Maintenance Cost: $990.00 All Applicable Taxes Extra**

Best Regards,

Jonathan Parow

Jonathan Parow
Executive Vice President Building Services

9745 BENT OAK DRIVE • HOUSTON, TEXAS 77040 • OFFICE: 832.590.5700 • FAX: 713.856.9720

Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711. 1-800-803-9202. Contractor's License Number TACLA28034C.
Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765-4200. Master Plumber License Thomas Davis M-13636.

**AGREEMENT FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

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

THIS AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (the "Agreement") is made on this the 1st day of September, 2015 by and between the **CITY OF ALVIN, TEXAS,** (the "City') a municipal corporation of the State of Texas, situated in Brazoria County, Texas and Comfort Systems USA (South Central) Inc. (the "Contractor").

**WITNESSETH:**

**WHEREAS**, on or about July 20, 2015, City advertised for bids for heating, ventilation, and air conditioning services to provide HVAC preventative maintenance and repair services to the City of Alvin; and

**WHEREAS**, bids were received on or about August 18, 2015 and were extensively evaluated by City staff; and

**WHEREAS**, through such evaluation it was determined that Contractor presented the best value bid; and

**WHEREAS,** on or about September 17, 2015, the City Council awarded a bid for HVAC preventative maintenance and repair services to Contractor; and

**WHEREAS,** the City desires to enter into an agreement with Contractor according to the terms stated in the Agreement;

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

## I.
## SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposal (the "RFP"). The RFP consists of the Notice to Bidders, Instructions to Bidders and Scope of Services for HVAC Preventative Maintenance and Repair Services. To the extent a conflict or inconsistency between or among the provisions of this agreement document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

(1) The Agreement for HVAC Preventative Maintenance and Repair Services;

(2) the RFP;

(3) Contractor's Bid Proposal.

As stated in the Instructions to Bidders (page 2 of 44 of RFP), the City reserves the right to obtain alternate pricing for repair/replacement at the discretion of the City.

## II.
## COMPENSATION

Contractor shall perform the services required by this agreement for the fees set forth in the Bid Proposal and shall bill City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment by City shall be made within 30 days of receiving the invoice(s). Contractor shall notify City of any changes of address, phone number, or email within five (5) days.

## III.
## TERM

The term of this Agreement shall commence on October 10, 2015 and shall terminate on September 30, 2016, unless terminated earlier in accordance within the provisions hereof. Renewal terms of this Agreement shall be the sole option of City and upon agreement by Contractor. This Agreement may be renewed for a one (1) year renewal term for a maximum of three (3) renewal terms. Renewal terms will begin October 1 and end September 30, corresponding with the City's fiscal year. The City of Alvin may cancel this agreement without cause upon thirty (30) days advance written notice to Contractor.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement For HVAC Preventative Maintenance and Repair Services in multiple copies, each of which shall be considered an original, as of this 17 day of September, 2015.

**CONTRACTOR:**

By: Jonathan Parow
Name: JONATHAN PAROW
Title: EXECUTIVE VP Building Services

**CITY OF ALVIN, TEXAS**

By: _____
Sereniah Breland,
City Manager

ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: _____
Dixie Roberts
City Clerk

8/18/15
1:57pm

COMFORT SYSTEMS USA
South Central

## B-15-10 TBA Heating, Ventilation, and Air Conditioning Preventative Maintenance and Repair Services

On behalf of Comfort Systems USA South Central, we are please to provide our response to the City of Alvin's bid request for Heating , Ventilation, and Air Conditioning Preventative Maintenance and Repair Services.

Sincerely,

Jon Parow

Jon Parow
Executive Vice President Building Services

9745 Bent Oak Drive | Houston, Texas 77040 | 832.590.5700 | www.comfortsystemsusa.com

May 1, 2017

Mr. Dan Kelinske
1100 W Hwy 6
Alvin, TX 77511
281.388.4299

**RE: Service Agreement Renewal**

Dear Mr. Kelinske,

Thank you for allowing Comfort Systems USA South Central to serve you during this past year. The current Comfort Systems Service Agreement's term ends on September 30, 2017. Per the agreements terms and conditions, the annual price may be adjusted to reflect increases in costs for materials and labor. As we continue to strive for ways to reduce costs and improve efficiency, we must continue to provide the proper tools, test equipment, training and competitive wages necessary to maintain the highest level of service and Service Technician to you – our customer. Comfort Systems is renewing the agreement for an additional term beginning October 1, 2017. The agreement will renew at the adjusted price of $37310.00 for FY 2018, an increase of $910.00 for FY 2018.

Comfort Systems agrees to provide services in accordance with the Schedules and Terms and Conditions already in effect. Comfort Systems will continue to perform inspections and provide invoicing as previously directed.

Please forward a new purchase order to my attention, if required. E-mail, fax and phone numbers are at the bottom of this letter.

I sincerely appreciate your reliance and confidence in Comfort Systems and will do everything we can to satisfy your needs. Our goal is to be a solutions provider and partner for you. You are a valued customer and we are truly thankful for your business. If you have any questions please do not hesitate to contact me.

Sincerely,

*J.W. Kitchens*

J.W. Kitchens
Account Manager
Comfort Systems USA South Central

832-590-5700
713-594-2336 Mobile
Jkitchens@csusasc.com



Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711. 1-800-803-9202. Mechanical Contractors License Number TACLA15716E
Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765-4200. Master Plumber License Thomas Davis M-13636

COMFORT SYSTEMS USA
South Central

| B-15-10 Heating, Ventilation and Air Conditioning Services | | | | | | Preventative Maintenance and Repair |
|---|---|---|---|---|---|---|
| FY 2018 HVAC PM Contract Comfort Systems USA | | | | | | |
| City Building Locations | | | | | | |
| Location No. | Name | Address | Preventative Maintenance Service Price | 2.5 % increase | Number of services per year | Annual Maintenance Service Price |
| 1 | City Hall | 216 W. Sealy St | $ 847.85 | $ 21.20 | 4 | $ 3,476.19 |
| 2 | Public Service Facility | 1100 W. Highway 6 | $ 1,052.31 | $ 26.31 | 4 | $ 4,314.47 |
| 3 | Public Service Facility #2 | 800 Dyche Lane | $ 112.38 | $ 2.81 | 4 | $ 460.76 |
| 4 | Library | 105 S. Gordon St. | $ 893.31 | $ 22.33 | 4 | $ 3,662.57 |
| 5 | Senior Center | 309 W. Sealy St. | $ 1,215.23 | $ 30.38 | 4 | $ 4,982.44 |
| 6 | Museum | 300 W. Sealy St. | $ 196.38 | $ 4.91 | 4 | $ 805.16 |
| 7 | ACVB Office Bldg/Train Depot | 200 Depot Cntr Blvd | $ 241.62 | $ 6.04 | 4 | $ 990.64 |
| 8 | WWTP | 7100 S. CR 160 | $ 294.46 | $ 7.36 | 4 | $ 1,207.29 |
| 9 | Fire Station #1 | 302 W. House St. | $ 432.92 | $ 10.82 | 4 | $ 1,774.97 |
| 10 | Fire Station #2 | 110 Medic Ln. | $ 271.85 | $ 6.80 | 4 | $ 1,114.59 |
| 11 | Fire Station #3 | 2700 FM 1462 | $ 370.38 | $ 9.26 | 4 | $ 1,518.56 |
| 12 | EMS Station | 709 E. House St. | $ 425.54 | $ 10.64 | 4 | $ 1,744.71 |
| 13 | Alvin Animal Adoption Center | 550 W. Hwy 6 | $ 990.00 | $ 24.75 | 4 | $ 4,059.00 |
| 14 | APD Air Handler & Fan Maintenance | 1500 S. Gordon St. | $ 1,122.50 | $ 28.06 | 4 | $ 4,602.25 |
| | APD Packaged Chiller Maintenance Qtrly | | $ 187.00 | $ 4.68 | 4 | $ 766.70 |
| | APD Packaged Chiller Maintenance Annual | | $ 1,498.00 | $ 37.45 | 1 | $ 1,535.45 |
| | APD Pneumatic Control System Qtrly | | $ 30.00 | $ 0.75 | 4 | $ 123.00 |
| | APD Pneumatic Control System Annual | | $ 60.00 | $ 1.50 | 1 | $ 61.50 |
| | APD Pump Maintenance Qtrly | | $ 18.00 | $ 0.45 | 4 | $ 73.80 |
| | APD Pump Maintenance Annual | | $ 36.00 | $ 0.90 | 1 | $ 36.90 |

**Annual Total** $ 37,310.94

9745 BENT OAK DRIVE ● HOUSTON, TEXAS 77040 ● OFFICE: 832.590.5700 ● FAX: 713.856.9720

Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711. 1-800-803-9202. Mechanical Contractors License Number TACLA15716E
Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765-4200. Master Plumber License Thomas Davis M-13636

# AGENDA COMMENTARY

**Meeting Date:** 5/4/2017

**Department:** City Attorney **Contact:** Suzanne L. Hanneman, Deputy City Attorney

**Agenda Item:** Consider Resolution 17-R-11, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

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

**Summary:** The City, along with approximately 35 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 6, 2017, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), pursuant to Title 16 of the Texas Administrative Code §25.243, to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of $89,560,854 for the period of September 1, 2017 to August 31, 2018, compared to the revenues approved in its most recent base rate case, Docket No. 38339.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

**Funding Expected:** Revenue ___ Expenditure __ N/A ___ **Budgeted Item:** Yes___ No ___ N/A___

**Account Number:** _____ **Amount:** _____ **1295 Form Required?** Yes __ No ___

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

**Supporting documents attached:**

- Res. 17-R-11

**Recommendation:** Move to approve Resolution 17-R-11 denying CenterPoint's Application for Approval to Amend its Distribution Cost Recovery Factor (DCRF) to increase distribution rates within the City.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

**RESOLUTION NO. 17-R-11**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Alvin, Texas ("City"), is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

**WHEREAS**, on or about April 6, 2017, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), pursuant to Title 16 of the Texas Administrative Code §25.243, seeking to increase electric distribution rates by $89,560,854 for the period of September 1, 2017 to August 31, 2018, compared to the revenues approved in its most recent base rate case, Docket No. 38339; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

**WHEREAS**, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

**WHEREAS**, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

**Section 1.** That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**Section 2**. That the Company shall continue to charge its existing rates to customers within the City.

**Section 3**. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

**Section 4**. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 5**. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002, and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**PASSED AND APPROVED** on the ____ day of_____, 2017.

**ATTEST:** **CITY OF ALVIN, TEXAS**

By: _____ By: _____
Dixie Roberts, City Clerk Paul A. Horn, Mayor

**APPROVED AS TO FORM**:

By: _____
Suzanne L. Hanneman,
Deputy City Attorney

# Agenda Commentary

**Meeting Date:** 5/4/2017

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

**Agenda Item:** Consider an amended plat of Forest Heights Section Six, being a planned unit development of a 19.173-acre tract of land (located northwest of the Heights Road and Brazos Street intersection) out of lots 51, 52, 63, and 64 of the Hooper and Wade Survey, Section 23, A-420 and tract 3, Lepper Family Partnership, LTD. CF 97-024069 Deed Records of Brazoria County, Texas.

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

**Summary:** On April 1, 2017, the Engineering Department received the amended plat of Forest Heights Section Six for review. This section consists of sixty-three (63) single-family residential lots, three (3) blocks, and three (3) reserves and is located northwest of the intersection of Heights Road and Brazos Street. This plat was originally recorded in December, 2016, and is being amended to remove unnecessary side lot aerial easements. In the Owner's Dedication Statement (shown in the top-left corner of the plat) of the original plat the last sentence stated "There is also dedicated for utilities an unobstructed aerial easement three (3) feet wide from a plane twenty (20) feet above ground upward located adjacent to all easements and alleys shown hereon." The aerial easements that would be dedicated adjacent to side lot ground easements would create the potential for an encroachment into the aerial easement if a two-story home were to be constructed on these lots. To avoid any future encroachments, the Developer at the home builder's request, has requested that the dedication statement on the plat be amended to include aerial easements adjacent to back lot easements only, leaving all side lot ground easements free of aerial easements.

This amended plat complies with all requirements of the City's Subdivision Ordinance. The Subdivision Ordinance does not require or discourage the dedication of aerial easements on plats.

The Planning Commission unanimously approved the plat at their meeting on April 18, 2017.

Staff recommends approval.

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

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

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

**Supporting documents attached:**

- Amended Plat of Forest Heights Section Six

**Recommendation:** Move to approve the Amended Plat of Forest Heights Section Six, being a planned unit development of a 19.173-acre tract of land (located northwest of the Heights Road and Brazos Street intersection) out of lots 51, 52, 63, and 64 of the Hooper and Wade Survey, Section 23, A-420 and tract 3, Lepper Family Partnership, LTD. CF 97-024069 Deed Records of Brazoria County, Texas.

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

THE STATE OF TEXAS :
:
COUNTY OF BRAZORIA :

*WE, Don Barras Development, LLC., owners of the property subdivided in the above and foregoing map of FOREST HEIGHTS SECTION 6, do hereby make subdivision of said property, according to the lines, streets, alleys, parks and easements herein shown, and designate said subdivision as FOREST HEIGHTS SECTION 6 in the Hooper and Wade Survey, Abstract No. 420, Brazoria County, Texas, and dedicate to public use as such, the streets alleys, parks and easements shown herein forever; and do hereby waive any claims for damages occasioned by the establishment of grades as approved for the streets and alleys dedicated or occasioned by the affirmation of the surfaces of any portion of streets or alleys to conform to such grades; and do hereby bind myself, my successors and assigns to warrant and forever assign the title of the land so dedicated. There is also dedicated for utilities an unobstructed aerial easement three (3) feet wide from a plane twenty (20) feet above ground upward located adjacent to all back lot easements shown hereon.*

*WITNESS my hand, City of Alvin, Brazoria County, Texas this _____ day of _____, 2017.*

*DEVELOPER:*

*By: _____*
*Don Barras, Vice President, Don Barras Development, LLC.*

THE STATE OF TEXAS :
:
COUNTY OF BRAZORIA :

*BEFORE ME, the undersigned authority, on this day personally appeared Don Barras, Vice President, Don Barras Development, LLC., subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations herein set forth.*

*GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.*

*_____*
*Notary Public in and for Brazoria County, Texas*

THE STATE OF TEXAS :
:
COUNTY OF BRAZORIA :

*This is to certify that I, Scot Lowe, a licensed surveyor of the State of Texas, do hereby certify this plat correctly represents a boundary survey made under my supervision on the ground in accordance with the information provided to me and correctly represents the facts found at the time of this survey. There are no encroachments except as those shown.*

*Witness my hand and seal this 7th day of APRIL, 2017.*

*_____*
*REGISTERED PROFESSIONAL LAND SURVEYOR No. 5007*

STATE OF TEXAS REGISTERED SCOT LOWE 5007 PROFESSIONAL LAND SURVEYOR

*I, JOYCE HUDMAN, Clerk of the County of Brazoria County, do hereby certify that this plat with the certificate of authentication was filed for registration in my office on _____, 2017, at ____ o'clock, and duly recorded on _____, 2017, at ____ o'clock, in Volume _____, Page _____, of the map records of Brazoria County for said county.*

*JOYCE HUDMAN*
*Clerk of the County Clerk*
*Brazoria County, Texas*

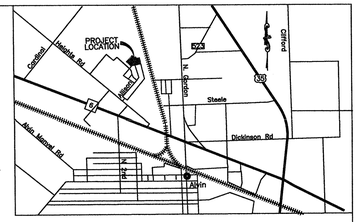
*Deputy Clerk*
*Brazoria County, Texas*

## FLOOD STATEMENT

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48039C0135I DATED SEPTEMBER 22, 1999, AND HAVE DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY IN UNSHADED ZONE "X" AND SHADED ZONE "AO" (DEPTH 1').

| RESERVE TABLE | | | |
|---|---|---|---|
| RESERVE | ACREAGE | SQUARE FEET | USE |
| "A" | 0.9587 AC. | 59,200 | PUD PARK |
| "B" | 3.3756 AC. | 129,600 | MITIGATION/ DETENTION |
| "C" | 0.1446 AC. | 3,300 | STORM SEWER |

NOTES:
1. SIDEWALKS WILL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
2. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE SECTION 6 CONSTRUCTION IMPROVEMENTS AND DETENTION HAVE BEEN CONSTRUCTED.
3. DETENTION TO BE MAINTAINED SOLELY BY THE HOMEOWNERS ASSOCIATION. THE CITY OF ALVIN AND BRAZORIA COUNTY C & R #3 WILL HAVE NO RESPONSIBILITY FOR MAINTENANCE OF THE DETENTION POND.
4. THE DEVELOPER AND CITY OF ALVIN HEREBY WAIVES ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF CHANGES OR ALTERATIONS OF THE SURFACE OF ANY PORTION OF THE STREETS.
5. RESERVE "A" IS DEDICATED AS A PUD PARK AND IS TO BE MAINTAINED BY THE FOREST HEIGHTS HOMEOWNERS ASSOCIATION AND NOT THE CITY OF ALVIN.
6. PURPOSE FOR AMENDING PLAT: ELIMINATE AERIAL EASEMENT DEDICATION FROM ALL SIDE LOT EASEMENTS.



| LOT # | BLOCK | SQ. FT. | LOT # | BLOCK | SQ. FT. |
|---|---|---|---|---|---|
| 1 | 1 | 8,834 | 1 | 3 | 9,405 |
| 2 | 1 | 7,150 | 2 | 3 | 8,250 |
| 3 | 1 | 7,150 | 3 | 3 | 8,250 |
| 4 | 1 | 7,150 | 4 | 3 | 8,250 |
| 5 | 1 | 7,150 | 5 | 3 | 8,250 |
| 6 | 1 | 7,150 | 6 | 3 | 8,250 |
| 7 | 1 | 7,150 | 7 | 3 | 8,250 |
| 8 | 1 | 7,150 | 8 | 3 | 8,250 |
| 9 | 1 | 6,732 | 9 | 3 | 8,250 |
| 10 | 1 | 9,067 | 10 | 3 | 8,250 |
| | | | 11 | 3 | 9,767 |
| 1 | 2 | 6,457 | 12 | 3 | 5,500 |
| 2 | 2 | 6,058 | 13 | 3 | 5,500 |
| 3 | 2 | 6,343 | 14 | 3 | 5,500 |
| 4 | 2 | 6,284 | 15 | 3 | 5,500 |
| 5 | 2 | 6,157 | 16 | 3 | 5,500 |
| 6 | 2 | 8,128 | 17 | 3 | 9,562 |
| 7 | 2 | 9,077 | 18 | 3 | 7,461 |
| 8 | 2 | 8,722 | 19 | 3 | 8,834 |
| 9 | 2 | 5,500 | 20 | 3 | 5,916 |
| 10 | 2 | 5,500 | 21 | 3 | 5,500 |
| 11 | 2 | 5,500 | 22 | 3 | 5,500 |
| 12 | 2 | 5,500 | 23 | 3 | 14,769 |
| 13 | 2 | 5,500 | 24 | 3 | 5,965 |
| 14 | 2 | 5,500 | 25 | 3 | 10,869 |
| 15 | 2 | 5,500 | 26 | 3 | 10,021 |
| 16 | 2 | 5,500 | 27 | 3 | 8,792 |
| 17 | 2 | 5,895 | 28 | 3 | 13,177 |
| | | | 29 | 3 | 7,369 |
| | | | 30 | 3 | 7,405 |
| | | | 31 | 3 | 7,500 |
| | | | 32 | 3 | 7,500 |
| | | | 33 | 3 | 10,239 |
| | | | 34 | 3 | 11,446 |
| | | | 35 | 3 | 8,500 |
| | | | 36 | 3 | 10,880 |

| LINE TABLE | | |
|---|---|---|
| Line | Length | Bearing |
| L1 | 3.72' | S49°25'15"E |
| L2 | 46.49' | N39°28'52"W |
| L3 | 30.38' | N48°04'59"W |
| L4 | 46.49' | N39°28'53"W |
| L5 | 30.38' | N48°04'59"W |
| L6 | 30.38' | S48°04'59"E |
| L7 | 46.49' | S39°28'52"E |

| CURVE DATA | | | | | |
|---|---|---|---|---|---|
| Curve | Radius | Length | Delta | Chord | Chord Bear. |
| C1 | 55.00' | 33.32' | 34°42'39" | 32.81' | S30°25'14"E |
| C2 | 100.00' | 60.58' | 34°42'39" | 59.66' | S30°25'14"E |
| C3 | 300.00' | 43.43' | 08°17'42" | 43.39' | N43°37'43"W |
| C4 | 300.00' | 45.04' | 08°36'06" | 45.00' | N43°46'56"W |
| C5 | 55.00' | 52.78' | 54°58'56" | 50.78' | N75°34'27"W |
| C6 | 25.00' | 39.27' | 90°00'00" | 35.36' | S02°46'34"E |
| C7 | 85.00' | 51.49' | 34°42'39" | 50.71' | N30°25'14"W |
| C8 | 25.00' | 27.13' | 62°10'55" | 25.82' | N44°09'22"W |
| C9 | 50.00' | 211.34' | 242°10'55" | 85.63' | N45°50'38"E |
| C10 | 25.00' | 54.42' | 124°42'39" | 44.29' | S75°25'14"E |
| C11 | 25.00' | 39.27' | 90°00'00" | 35.36' | N02°46'34"W |
| C12 | 330.00' | 47.78 | 8°17'42" | 47.78 | N43°37'43"W |
| C13 | 270.00' | 40.53' | 08°36'06" | 40.50' | N43°46'56"W |
| C14 | 25.00' | 23.99' | 54°58'56" | 23.08' | N75°34'27"W |
| C15 | 25.00' | 39.27' | 90°00'00" | 35.36 | S31°56'05"W |
| C16 | 25.00' | 39.27' | 90°00'00" | 35.36 | S58°03'55"E |
| C17 | 85.00' | 81.57' | 54°58'56" | 78.47' | S75°34'27"E |
| C18 | 330.00' | 49.54' | 08°36'06" | 49.50' | S43°46'56"E |
| C19 | 270.00' | 39.09' | 08°17'42" | 39.05' | S43°37'43"E |
| C20 | 25.00' | 39.27' | 90°00'00" | 35.36' | N87°13'26"E |

*CITY OF ALVIN APPROVALS*

| | |
|---|---|
| *PAUL HORN, MAYOR* | *KEITH THOMPSON, DISTRICT C* |
| *BRAD RICHARDS, AT LARGE 1* | *GLENN STARKEY, DISTRICT D* |
| *CHRIS SANGER, AT LARGE 2* | *GABE ADAME, DISTRICT E* |
| *SCOTT REED, DISTRICT A* | *MICHELLE H. SEGOVIA, P.E. CFM CITY ENGINEER* |
| *ADAM ARENDELL, DISTRICT B* | *DIXIE ROBERTS, TRMC – CITY CLERK* |

**DESCRIPTION**

Of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas as recorded in Volume 48, Page 7, of the Deed Records of Brazoria County, Texas. Said 19.173 acres being out of a called 227.12 acres tract (Tracts 1, 3, 9 and 10) conveyed by deed dated July 7, 1997 from Peggy Swoboda Jobes to Lepper Family Partnership, Ltd., as recorded in Brazoria County Clerk's File No. 97-024069, all of the Official Records of Brazoria County, Texas. Said 25.915 acres being out of said Hooper & Wade Survey, Section 23, Abstract 420 and Section 24, Abstract 485, Brazoria County, Texas and being more particularly described by metes and bounds as follows; (Bearings based on the east line of Forest Heights Section One (B.C.P.R. Vol. 24, Pg. 69)

**BEGINNING** at a 5/8 inch iron rod with Rainwater cap found for the northeast corner of said Forest Heights Section One, same being in the west line of the G.C.&S.F. RR (based on a 100' R.O.W.) and being the southeast corner of the herein described tract;

**THENCE** South 76° 56' 05" West along the north line of said Forest Heights Section One, passing at a distance of 320.00 (found 319.86) a 5/8 inch iron rod with Rainwater cap (bent), the northwest corner of said Forest Heights Section One, same being the northeast corner of Forest Heights Section Three, according to the plat recorded in Document # 2004076091 of the Official Records of Brazoria County, Texas, and continuing in all for a total distance of 845.05 feet to a 5/8 inch iron rod with Rainwater cap found for the northwest corner of said Forest Heights Section Three;

**THENCE** South 41° 57' 00" West for a distance of 111.26 feet to a 5/8 inch iron rod with Rainwater cap found for the northeast corner of Lot 10, Block 10 of Forest Heights Section 4, according to the plat recorded in Document # 2005004775 of the Official Records of Brazoria County, Texas;

**THENCE** along the common lines of the herein described tract and said Forest Heights Section 4, the following calls;

North 48° 04' 59" West for a distance of 242.84 feet to a 5/8 inch iron rod found for corner;
North 39° 28' 53" West for a distance of 91.36 feet to a 5/8 inch iron rod found for corner;
North 47° 58' 37" West for a distance of 194.61 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
South 42° 13' 26" West for a distance of 30.46 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 47° 46' 33" West for a distance of 130.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 480.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

South 47° 46' 34" East for a distance of 15.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 337.95 feet to a 5/8 inch iron rod with LJA cap set for corner;

**THENCE** South 47° 46' 34" East for a distance of 176.85 feet to a 5/8 inch iron rod with LJA cap set for corner;

**THENCE** South 13° 03' 55" East for a distance of 17.07' feet to a 5/8 inch iron rod with LJA cap set for corner;

**THENCE** North 76° 56' 05" East for a distance of 225.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

**THENCE** South 13° 03' 55" East for a distance of 167.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

**THENCE** North 76° 56' 05" East for a distance of 320.00 feet to a 5/8 inch iron rod with LJA cap set for corner in the west line of said G.C.& S.F. RR (100' R.O.W.);

**THENCE** South 13° 03' 55" East along the west line of said G.C.& S.F. RR (100' R.O.W.) for a distance of 590.00 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 19.173 acres or 835,157 square feet of land.

LEGEND

| | |
|---|---|
| BL | BUILDING LINE |
| UE | UTILITY EASEMENT |
| EE | ELECTRICAL EASEMENT |
| DE | DRAINAGE EASEMENT |
| FND | FOUND |
| RCP | REINFORCED CONCRETE PIPE |
| FL | FLOWLINE |
| ROW | RIGHT OF WAY |
| IR | IRON ROD |
| ☆ | INDICATES STREET LIGHT |
| CSP | CORRUGATED STEEL PIPE |
| CMP | CORRAGATED METAL PIPE |
| POB | POINT OF BEGINNING |
| 49 | EXIST LOT NUMBER |
| 10 | BLOCK NUMBER |
| B.C.C.F. | BRAZORIA COUNTY CLERK'S FILE |
| B.C.P.R. | BRAZORIA COUNTY PLAT RECORDS |
| B.C.M.R. | BRAZORIA COUNTY MAP RECORDS |

BENCHMARK ELEV. 41.23

MONUMENT NO 0406
3 1/4" BRASS DISK SET ON 5/8" IR BELOW GRADE
NORTHEAST SIDE OF HEIGHTS ROAD, SOUTHEAST OF THE INERSECTION OF BRAZOS STREET, SOUTHWEST OF THE CITY OF ALVIN WATER WELL SITE NO. 5
NAVD '96 x = 3,150,571.893 y = 13,724,552.794
(GRD COORDIATES - SCALE FACTOR 1.000136)


ENGINEER:
David A. Borengasser, P.E.
FIRM REGISTRATION NO. F-9482
1122 Caspian Lane
Houston, Texas 77090
Ph: (281) 468-6141
Email: dborengasser@sbcglobal.net

SURVEYOR:
**LJA Engineering, Inc.**
7438 Evie Lane Phone 281.930.0201
Deer Park, Texas Fax 281.930.0220
T.B.P.L.S. Firm No. 10193971


OWNERS:
DON BARRAS DEVELOPMENT, LLC.
DON BARRAS
1300 PLANTATION DR.
ALVIN, TEXAS 77511
PHONE: (281) 639-0333

# AMENDED PLAT OF FOREST HEIGHTS SECTION SIX

(2016062171-B.C.P.R.)

A PLANNED UNIT DEVELOPMENT
OF A 19.173 ACRE TRACT OF LAND OUT OF
LOTS 51, 52, 63 AND 64 OF THE
HOOPER AND WADE SURVEY, SECTION 23, A-420
AND TRACT 3, LEPPER FAMILY PARTNERSHIP, LTD. CF 97-024069.
THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

CONTAINING
3 BLOCKS 63 LOTS 3 RESERVES

APRIL 7, 2017

GRAPHIC SCALE

100 0 100 200
( IN FEET )
1 inch = 100 ft.

# Agenda Commentary

**Meeting Date:** 5/4/2017

**Department:** Convention Visitors Bureau (CVB) **Contact:** Junru Roland ACM/Julie Siggers CVB

**Agenda Item:** Consider Resolution 17-R-12 creating the Hotel Occupancy Tax (HOT) Fund Committee; establishing the membership, terms of office and qualifications of the committee; defining the purpose of the committee; and setting forth other provisions related thereto.

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

**Summary:** The City of Alvin collects Hotel Occupancy Tax (HOT) from hotels, and other lodging facilities. Under state law, revenue from municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.

During a City Council workshop on August 9, 2016, Councilman Adame expressed his concern of the community's misconception that the City is using [property/sales] tax dollars, instead of HOT funds, to operate the City's Convention and Visitors Bureau (CVB) program. In an effort to clear-up the misconception, staff was asked to explore the possibility of moving the CVB program from under the City's governance, and to evaluate other alternative CVB program organizational models. On April 20, 2017, staff and council held a special workshop in which staff presented four CVB organizational models for Council's consideration. Those organizational models included:

- CVB as a Government Agency (the City's current model)
  - CVB is a department within the City
  - CVB program and staff are governed by City policies
  - CVB staff receive City benefits

- CVB as an Independent Agency
  - CVB program and staff are governed by an independent Board of Directors
  - City provides HOT funds to the Independent CVB in accordance to the Texas Tax Code

- CVB as a division of the Chamber of Commerce
  - CVB program and staff are governed by the Chamber of Commerce
  - City provides HOT funds to the Chamber of Commerce in accordance to the Texas Tax Code

- CVB as a hybrid of the Government Agency Model and the Independent Agency Model
  - CVB program remains a department of the City
  - CVB program and staff are governed by City polices; and CVB staff receive City benefits
  - An "independent" HOT fund Committee is created

At the April 20, 2017 workshop, staff proposed the hybrid model, which would necessitate the creation of an "independent" HOT Fund Committee, consisting of direct stakeholders of HOT funds. The HOT Fund Committee would include:

- A minimum of 3 members representing the interest of the hotel and/or convention industry;

- Owners/Managers of tourist attractions;
- Representatives of organizations involved in allowable use categories of the HOT tax code

The functions of the HOT Fund committee would be to:

1) review applications from groups or organizations applying for HOT funds;
2) evaluate whether the event/project fits within the laws of the use for HOT funds as directed by the Texas Tax Code; and
3) make initial funding recommendation to the City Council.

Staff realizes that there are pros and cons to each CVB organizational model. However, the hybrid model – with the establishment of an "independent" HOT Fund Committee – endeavors to address the council's concern disclosed at the August 9, 2016 workshop, increase stakeholder involvement in the City's CVB program, while allowing the City to maintain oversight of the CVB program.

---

**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 _X_ **Date Completed:** 5/1/2017

---

**Supporting documents attached:**

- CVB Organizational Model Presentation
- Pros and Cons
- Sample HOT Fund Application
- Sample HOT Fund Post Event Report
- Proposed Resolution 17-R-12

---

**Recommendation:** Approve Resolution 17-R-12, creating the Hotel Occupancy Tax Fund Committee; establishing the membership, terms of office and qualifications of the committee; defining the purpose of the committee; and setting forth other provisions related thereto.

---

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

# CONVENTION & VISITORS BUREAU
# ORGANIZATIONAL MODELS

CITY COUNCIL WORKSHOP

APRIL 20, 2017

# THE PRIMARY FUNCTIONS OF A CVB

- Research & Planning
- Product Development
- Marketing, Promotion, & Sales
- Community Relations
- Visitor Relations

# HOT FUND EXPENDITURE ALLOCATION

| | FY16 Actual % | FY17 Budget % |
|---|---|---|
| Personnel | 29% | 37% |
| Advertising/Marketing | 21% | 18% |
| Major Events | 18% | 15% |
| Home for the Holiday | 6% | 6% |
| Bond Payment | 8% | 2% |
| Building Maintenance/Utilities | 6% | 8% |
| Other | 10% | 14% |

# FOUR CVB ORGANIZATIONAL MODELS

- CVB as a Government Agency
- CVB as an Independent Agency
- CVB as a division of the Chamber of Commerce
- CVB as a Hybrid

# ORGANIZATIONAL MODEL #1
## CVB AS A GOVERNMENT AGENCY

- Current Model
- CVB is a department within the city government
- Reports to the Assistant City Manager
- CVB staff are governed by city policies, receive city benefits

# ORGANIZATIONAL MODEL #2
## CVB AS AN INDEPENDENT AGENCY

- Often 501(c)(6)
- Governing Board of Directors
- City & CVB enter a contractual agreement, in which City provides funding to CVB
- Other revenue streams include:
  - service fees
  - advertising sales in CVB publications & on CVB website
  - membership based

# **ORGANIZATIONAL MODEL #3**
## CVB AS A DIVISION OF THE CHAMBER OF COMMERCE

- City contracts with the Chamber for tourism development for the City
- CVB funding comes from City's HOT funds
- Chamber may  make financial commitment to the CVB program through personnel and/or physical office costs.
- Some Chambers charge and receive a management fee

# ORGANIZATIONAL MODEL #4
## CVB AS A HYBRID OF MODELS #1 & #2
**(STAFF'S RECOMMENDATION)**

- CVB remains a department of the City of Alvin
- HOT Funds Committee
  - Appointed by Council
  - Minimum of 3 members from the local hotel/motel industry
  - The other committee members may include:
    - Owners/Managers of tourist attractions (i.e. Stanton's, Froberg's, etc..); or
    - Representatives of organizations involved in allowable use categories of the tax code governing HOT Funds (arts, sports, historical preservation, convention center etc..)
- HOT Fund Committee only meet to evaluate HOT Fund applications submitted by individual organizations; & recommend funding to Council.
- Council appropriates HOT funds

# ORGANIZATIONAL MODEL #4
## HOT FUND APPLICATION

- State Law (two-part) test
- City Policy (Application process & due date)
- Eligibility & Priority of HOT funds
- Use of Revenues from Event
- Supplemental Information required with application
- Organization Information
- Event Information

# ORGANIZATIONAL MODEL #4
## POST EVENT REPORT

- Due 30 days after the applicant's event or completion of funded project.
- Checklist of supporting documents to include with Post Event Report
- Project or Event Information
- Funding Use Information
- Attendance & Local Hotel/Motel Use Information
- Marketing & Promotion Activity Information

# ORGANIZATIONAL MODEL #4
## IMPLEMENTATION PROCESS

- Staff coordinates formulation of candidates for HOT Fund Committee
- May 3rd Council Adopts Resolution
- Notify Organizations
  - Notify Civic Clubs
  - CVB website
- June 1 – July 1 accept applications for FY18.
- Week of July 17, 2017, HOT Fund Committee reviews applications.
- Council will appropriate/deny funding during the budget adoption process.

# QUESTIONS ???

# CVB ORGANIZATIONAL MODELS

Pros and Cons

APRIL 20, 2017

CITY OF ALVIN, TX

| CVB as a Government Agency | |
|---|---|
| *Advantages* | *Disadvantages* |
| Direct accountability to the funding source | Possibility of political influence on work or staffing |
| Direct line of supervision (reports to one person) | If not involved in advisory/oversight capacity, stakeholders may feel excluded from decision making process |
| Utilizes administrative, personnel, and accounting systems already in place in local government. | |
| Interaction & coordination with other departments; tourism development is perceived as an "equal interest" among the local government programs of work. | |
| Some cost savings (office space rental, administrative costs, etc.) | |
| Agency is perceived as "neutral", not favoring any one stakeholder interest. | |
| Overall long-term organizational stability | |
| Personnel benefits (insurance, retirement, time off, etc.) on a par with other City employees | |

| CVB as an Independent Agency | |
|---|---|
| *Advantages* | *Disadvantages* |
| Independent CVBs are less bureaucratic in structure (free operate more on a business model) | City may feel a sense a diminished control of the CVB program |
| Independent CVB Board of Directors tend to be more experienced in the tourism industry and they have a direct vested interest in seeing the success of the CVB. | If non-tax revenues become overly important source of funding, a larger portion of management may be directed to that function vs. the primary function of marketing the destination. |
| CVB staff direct accountability to a Board of Directors. | |
| Independent CVBs have the "freedom" to develop non-HOT generated revenue stream. | |

| CVB as a Division of the Chamber of Commerce | |
|---|---|
| *Advantages* | *Disadvantages* |
| If Chamber is in good standing in the City, that good standing lends credibility to the CVB. | Chambers and CVBs have somewhat different missions. |
| The Chamber's broad representation of the community's business, government, civic leadership etc… can be used to assist the CVB. | Chamber boards are normally not experienced or focused on tourism. |
| Often there are cost savings for both the Chamber and the CVB sharing operating expenses. | If the Chamber does not have a good reputation in the community, it could be detrimental work of tourism development. |

| CVB as a Hybrid of Government Agency & Independent Agency | |
|---|---|
| *Advantages* | *Disadvantages* |
| HOT fund Committee has a vested interest in HOT funds. | No term limits |
| HOT fund Committee is the initial approver of applications for HOT Funds. | |

# HOTEL OCCUPANCY TAX USE GUIDELINES
# UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM

**State Law:** By law of the State of Texas, the City of Alvin collects a Hotel Occupancy Tax (HOT) from hotels and other lodging facilities. Per Chapter 351, Texas Tax Code, there is a two-part test that every expenditure must pass to be valid:

1.) The expenditure must directly enhance and promote tourism and the hotel and convention industry.

2.) The expenditure must clearly fit into one of the following statutory categories for expenditure of local hotel occupancy tax revenues:

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guest at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or
   4. tourist attractions in or near the city.

   The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

**City Policy:** The City of Alvin accepts applications from groups and businesses whose program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application no later than July 1st . The application will be reviewed by the Hotel Occupancy Tax (HOT) Committee at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review. The HOT Committee will make the final decision regarding any requests for HOT expenditures.

**Eligibility and Priority for Hotel Tax Funds:** Priority will be given to those events and entities based on their ability to generate overnight visitors to City of Alvin. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

a) **historic information on the number of room nights used during previous years of the same events**;

b) **current information on the size of a room block that has been reserved at area hotels** to accommodate anticipated overnight guests attending the funded event;

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event** (through surveys, guest directories, or other sources); and/or

d) **examples of the planned marketing of the programs and activities that are likely to generate overnight visitors** to local lodging properties from this event.

**Use of Revenues from Event:** A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project.

**Supplemental Information Required with Application:** Along with the application, please submit the following:

_____ Proposed Marketing Plan for funded event

_____ Schedule of activities, events relating to the request

Submit to: Hotel Occupancy Tax Committee
c/o Julie Siggers, CVB Director
200 Depot Centre Blvd.
Alvin, TX 77511
Email: jsiggers@cityofalvin.com
281-585-3359

## Application

Date: _____

### *Organization Information*

Name of Organization: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Contact Phone Number: _____

Web Site Address for Event or Sponsoring Entity _____

Is your organization: Non-Profit _____ Private/For-Profit status _____

Tax ID #:_____

Entity's Creation Date: _____

Purpose of your organization: _____

_____

_____

### *Event Information*

Name of Event or Project: _____

Date of Event or Project: _____

Primary Location of Event or Project: _____

Amount Requested: $_____

How will the funds be used?

_____

_____

_____

**Primary Purpose of Funded Activity/Facility:**

_____

_____

_____

**Percentage of Hotel Tax Support of Related Costs**

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

## *Check Which Category or Categories Apply to Funding Request and Amount Requested Under Each Category:*

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include: instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested under this category: $_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: $_____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

_____

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:** 1.) the commercial center of the city; 2.) a convention center in the city; 3.) other hotels in or near the city; and 4.) tourist attractions in or near the city. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation**? _____**

Will members of the general public be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

**_____**

**_____**

**_____**

## *Questions for All Funding Requests:*

1. How many years have you held this Event or Project: _____

2. Expected Attendance: _____

3. How many people attending the Event or Project will use Alvin hotels? _____

   How many nights will they stay: _____

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels:

_____

_____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

| **Month/Year Held** | **Assistance Amount** | **Number of Hotel Rooms Used** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)?

_____

_____

_____

7. Please list other organization, government entities, and grants that have offered financial support to your project:

_____

_____

8. Please check all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Paid Advertising _____ Newspaper _____

Radio _____ TV _____

Direct Mailing to out of town recipients _____

Press Releases to Media _____

Other _____

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? _____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? _____

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

_____

_____

_____

13. What geographic areas does your advertising and promotion reach?

_____

_____

14. How many individuals will your proposed marketing reach who are located in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly or Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than **July 1st to:**

Hotel Occupancy Tax Committee
c/o Julie Siggers, CVB Director
200 Depot Centre Blvd.
Alvin, TX 77511
Email: jsiggers@cityofalvin.com

# POST EVENT REPORT FORM
# Hotel Occupancy Tax Funding

By law of the State of Texas, the City of Alvin collects a Hotel Occupancy Tax (HOT) from hotels, motels, and bed & breakfast inns. The revenue from the hotel occupancy taxes may be used only to directly promote tourism and the convention and hotel industry. The use of HOT funds is limited to:

1. **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;

2. **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

3. **Advertising, Solicitations and Promotions**: advertising and conducting solicitations and promotional programs to attract visitors and convention delegates or registrants to the municipality or its vicinity;

4. **Promotions of the Arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, sound and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

5. **Historical Restoration and Preservation:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage visitors and convention delegates to visit preserved historic sites or museums.

6. **Sporting Event Expenses:** expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are visitors who substantially increase economic activity at hotels and motels within the city or its vicinity.

7. **Directional Signs:** signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality

8. **Transportation of Tourists:** funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:
    1. the commercial center of the city;
    2. a convention center in the city;
    3. other hotels in or near the city; or
    4. visitor attractions or events in or near the city.

The Alvin Convention and Visitors Bureau accepts applications on behalf of the hotel occupancy tax committee from groups and businesses meeting the criteria of the hotel occupancy tax laws and wishing to receive HOT funds.

# How to Submit the Post Event Report

It is required to submit a Post Event Report to the Hotel Occupancy Tax Committee no later than 30 days after the conclusion of your event or completion of funded project.

**Post Event Report Supporting Documentation Checklist**

The following documents must be submitted with your Post Event Report Form:

_____ Invoices and/or receipts, including proof of payment, for each expenditure that you are requesting reimbursement for from HOT Tax Funds.

_____ Documentation of local hotel room use in conjunction with your event. The following will be excepted:

- _____ Surveys
- _____ Event Registration Forms
- _____ Sign-in Sheets
- _____ Hotel/Motels used and rate offered by each property and or rooming lists
- _____ Other, please describe: _____

The Post Event Report Form must be filled out completely and all supporting documentation must be included in order for the Hotel Occupancy Tax Committee to consider your request for reimbursement under the terms of your agreement.

Submit to: Hotel Occupancy Tax Committee
c/o Julie Siggers, CVB Director
200 Depot Centre Blvd.
Alvin, TX 77511
Email: jsiggers@cityofalvin.com
281-585-3359

# Post Event Report Form

## PROJECT OR EVENT INFORMATION

Name of Organization: _____

Name of Event or Project: _____

Date of Event or Project: _____

Primary Location of Event or Project: _____

## FUNDING USE INFORMATION

What part of your event was funded with hotel occupancy tax? _____

Actual percentage of total event costs covered by hotel occupancy tax: _____

Actual percentage of advertising costs covered by hotel occupancy tax (if applicable): _____

## ATTENDANCE & LOCAL HOTEL/MOTEL USE INFORMATION

What was the attendance at your event? _____

How did calculate your attendance? _____

Is this attendance estimated? _____

If this attendance number differs greatly from the estimate submitted with your application, please explain circumstances that you believe may have affected attendance:

_____

_____

_____

_____

As a result of this event, how many room nights were used at Alvin hotels/motels by attendees of this event or project?

_____

Was a room block established for attendees of this event at an area hotel/motel(s)? _____ Yes _____ No

Which hotel(s)?

_____

_____

Or was a city wide rate extended by area hotel/motel(s)? _____

How many rooms were blocked? _____

How many rooms were picked up (used)? _____

## MARKETING & PROMOTION ACTIVITY INFORMATION

Please check all efforts used to promote this event by your organization and how much was spent in each category:

_____ Newspaper - $ _____ _____ Press Releases - $ _____

_____ Radio - $ _____ _____ Direct Mail - $ _____

_____ TV - $ _____ _____ Other - $ _____

Please provide copies of ads, sound clips, press releases, direct mail pieces, etc.

Did the Convention and Visitors Bureau place advertising for you? _____

Additional promotional activity:

_____

_____

_____

_____

## SPORTING EVENT SECTION *(for use by sporting events only)*

Did you work with the Convention and Visitors Bureau to bring this sporting event to Alvin?

How many individuals participated in the sporting event? _____

How many of the participants were from another city or county? _____

How many participants utilized Alvin hotel/motel(s) during this sporting event?

_____

_____

**RESOLUTION 17-R-12**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CREATING THE HOTEL OCCUPANCY TAX (HOT) FUND COMMITTEE; ESTABLISHING THE MEMBERSHIP, TERMS OF OFFICE AND QUALIFICATIONS OF THE COMMITTEE; DEFINING THE PURPOSE OF THE COMMITTEE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO**.

**WHEREAS**, there is hereby created a Hotel Occupancy Tax (HOT) Fund Committee which shall include three (3) members representing the interest of the hotel and convention industry. The other committee members may include owners/managers of tourist attractions; and/or representatives of organizations involved in allowable use categories of the tax code governing HOT funds; and

**WHEREAS**, members of the HOT Fund Committee shall be appointed by the City Council and shall serve unexpired terms; and

**WHEREAS**, the sole purpose of the HOT Fund Committee is to review applications from groups or organizations applying for HOT funding, and make initial funding recommendations to the City Council, who in turn will make the final decision on the allocation of funds; and

**WHEREAS**, each group, with an acceptable application, will be scheduled for a date and time to present their request to the Committee; **NOW THEREFORE:**

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

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

**Section 2. Proceedings.** That the City Council of the City of Alvin, Texas, approves the creation of the Hotel Occupancy Tax Fund Committee.

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

**Section 4. Effective Date.** The resolution shall take effect upon the passage of this resolution.

**PASSED AND APPROVED** on this the _____ day of _____, 2017.

ATTEST: **CITY OF ALVIN, TEXAS**

By: _____ By: _____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

# Agenda Commentary

**Meeting Date:** 5/4/2017

**Department:** City Council **Contact:** Paul Horn, Mayor

**Agenda Item:** Consider the appointment of an interim City Attorney.

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

**Summary:** This item was placed on the agenda at the request of the Mayor.

**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:**_____

**Supporting documents attached:**

- 

**Recommendation:**

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