City of Alvin, Texas

Gabe Adame, Mayor

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

Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, July 6, 2023

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday **JULY 6, 2023,** at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PRESENTATION**

   A. Proclamation – July 2023 as Parks and Recreation Month.

4. **PUBLIC COMMENT**
5. **CONSENT AGENDA**

   A. Consider approval of the June 15, 2023 City Council Workshop minutes.

   B. Consider approval of the June 15, 2023 City Council meeting minutes.

   C. Consider the lease of five (5) new vehicles for 48 months with Enterprise Fleet Management, for an amount not to exceed $45,067.92 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

   D. Consider a four-year Use Agreement with Actions Inc. through August 31, 2027 to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the Agreement upon legal review.

6. **OTHER BUSINESS**

   A. Consider an appointment to fill one (1) unexpired term on the Alvin Parks and Recreation Board.

   B. Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2023-2024 (FY24), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY24 Annual Budget for the regular City Council meeting scheduled for Thursday, August 3, 2023, at 7:00 p.m

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

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY July 3, 2023 at 4:30 p.m.**

THE STATE OF TEXAS
CITY OF ALVIN

/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _______________

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

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation programs encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, our parks and facilities utilize the natural landscape and provide rich experiences and memories that our dedicated professionals make happen every day; and

WHEREAS, the theme for 2023 is "Where Community Grows" and was chosen to celebrate the vital role park and recreation professionals play in bringing people together, providing essentials services and fostering the growth of our communities.

NOW, **THEREFORE**, I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the month of **July 2023 as**:

Parks & Recreation Month

in the City of Alvin and encourage each and every citizen to recognize the outstanding Parks and Recreation Department for their many programs that help to build a healthy and active community.

WITNESS my hand and seal this 6th day of July 2023.

Gabe Adame, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JUNE 15, 2023
6:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey and Council member Elect Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss possible amendments to Chapter 21, Subdivisions and Property Development of the Alvin Code of Ordinances.

Council member Moore, presented this item before Council. Chapter 21 of the City of Alvin Code of Ordinances states that anyone that subdivides a parcel of land must abide by the Subdivision and Development process. His concern is that Chapter 21 does not make any differentiation between a 200-lot subdivision and a 2-lot subdivision or the size of those lots. He suggests establishing a threshold of 4-5 lots before those requirements take effect. Michelle Segovia, the City Engineer, explained how "subdivision" refers to any lot being divided into 2 or more parts or lots. The size of the lots doesn't negate the requirement for access to infrastructure, but nor does it necessarily trigger the Subdivision and Development Process. She further clarified that Sec 21-23, referring to the abbreviated plat process for 2 or fewer plots, allows for simplified plats and fewer development requirements. Ms. Segovia explained that these requirements were put into place with flooding issues in mind. In-field development changes the dynamic of drainage for the surrounding area homes and businesses and must be considered when platting to add multiple lots because it makes them vulnerable to flooding. She also explained the impact on water and sewer capacity and the requirements to determine that capacity to move forward with development. Council member Vela pointed out that there is a variance process but he cautioned over-utilizing it and creating issues for the future that these requirements are designed to avoid. Suzanne Hanneman, City Attorney, clarified that these requirements are proportional to the need for the proposed density. Discussion was had on the cost of the capacity study to the developer through Freese & Nichols. Director of Public Services, Brandon Moody, gave a brief background on how that study came to be a requirement because of all the over-capacity issues that were being encountered throughout the city. The consensus was for Councilmember Moore to gather more information to bring to a future workshop to discuss possible solutions.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:48 p.m.

PASSED and APPROVED the 6th of July, 2023.

ATTEST:

____
Gabe Adame, Mayor

____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, JUNE 15, 2023
7:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Castro gave the invocation. Council member Vaughn led the Pledge of Allegiance to the American Flag. Council member Moore led the Pledge to the Texas Flag.

CANVASS ELECTION RESULTS

Consider Resolution 23-R-19, canvassing the returns and declaring the results of the Runoff Election held on June 10, 2023, for the purpose of electing a member to fill the vacancy in the position of City Council District E; and providing for other matters related thereto.

Council member Castro moved to approve Resolution 23-R-19, canvassing the returns and declaring the results of the Runoff Election held on June 10, 2023, for the purpose of electing a member to fill the vacancy in the position of City Council District E; and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

OATH OF OFFICE

Administer Oath of Office to Meagan DeKeyzer, City Council District E, by Alvin Municipal Court Judge Mo Ghuneim.

Judge Mo Ghuneim administered the official Oath of Office to City Council District E member, Meagan DeKeyzer. Council member DeKeyzer was accompanied by members of her family.

PRESENTATIONS

Presentation and pinning of successful Police Promotional Candidates to the ranks of Lieutenants, Sergeants, and Corporal/Specialists.

Chief Lee presented the promotional pinning of the following officers: Jake Schauer and David Elsner promoted to Lieutenant, Robert "Bobby" Vincent and Daniel Burgess promoted to Sergeant and Quentin Santucci and Michael Garcia promoted to Corporal/Specialist. Each officer had a family member in attendance that pinned them with their new badges.

Presentation of Outstanding Young Citizen Award to Ayla Cast, for her work at the Oak Park Cemetery.

Mayor Adame presented Ayla Cast with the Outstanding Young Citizen Award after a short video highlighting her contributions to the Oak Park Cemetery. Ms. Cast was accompanied by her parents.

Chamber of Commerce Update, Cary Perrin, President.

Presentation made by Chamber President, Cary Perrin regarding the goals of the Chamber of Commerce and the wonderful partnership between the City and the Chamber. Mr. Perrin was accompanied by various Board members.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the June 1, 2023 City Council Workshop minutes.

Consider approval of the June 1, 2023 City Council meeting minutes.

Consider the resignation of Jason Jones from the Parks and Recreation Board.

On May 27, 2023, Jason Jones submitted his resignation from the Parks and Recreation Board for his term ending December 31, 2024. This agenda item is the formal acceptance of his resignation. With the resignation of Mr. Jones, there will be six (6) members on the Board. Chapter 16.5, Parks and Recreation, Article I, In General, Section 16.5-1 Parks and Recreation Board, states that the Board shall be composed of seven (7) to nine (9) members. Current members are Alan Denny, Caty Fontenot, Justin Gatlin, Milton Morgan, Dwight Rhodes, and Jamie Van Horne. City Council will consider the appointment of a member to the Board at the July 6, 2023 City Council meeting.

Consider Resolution 23-R-22, authorizing certain officers of the City to sign and endorse checks and drafts on the City of Alvin bank accounts with Wells Fargo; and providing for other related matters thereto.

This resolution updates various City Officials as authorized signers and limited signers to the City of Alvin bank accounts, effective June 19, 2023.

Account # XXX0295 Consolidated Operating Account
Add: Gabe Adame, Mayor (Signer)
Remove: Paul Horn (former Mayor)

Account # XXXXXX7428 Utility Billing
Add: Gabe Adame, Mayor (Signer)
Remove: Florence Chapa (former employee)

Account # XXXXXX4433 TIRZ-Kendall Lakes
Add: Ron Mercer (Signer)
Remove: Andres Reyes, Jr.
Add: Michael Higgins, Dir. of Adm. Services (Signer)
Update: Junru Roland, City Manager (Change from Limited Signer to Signer)

Account # XXXXX9224 EMS/Medicare
Add: Gabe Adame, Mayor (Signer)
Remove: Paul Horn (former Mayor)

Consider Resolution 23-R-23, designating authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other related matters thereto.

This resolution updates various City Officials on the City of Alvin Texpool Investment Account, effective June 19, 2023.

Texpool Investment Pool
Add: Gabe Adame, Mayor (Authorized Rep)
Add: Christine Turner, Controller (Authorized Rep)
Remove: Paul Horn, Kimberly Hawkins (former employee), Maria Aguirre (former employee)

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

OTHER BUSINESS

Consider Resolution 23-R-20, authorizing the publication of the Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

A Certificate of Obligation (CO) is a financing instrument that, according to Section 271 of the Texas Local Government Code, can be issued by a city to:Pay for the restoration of historic structures (Sec. 271.0461)Pay for the demolition of dangerous structures (Sec. 271.0461)Pay for the construction of any public work (Sec. 271.045)Purchase materials, supplies, equipment, machinery, buildings, land, and right of way for authorized needs and purposes (Sec. 271.045)Pay contractual obligations for professional services, including services provided by tax appraisers, engineers, architects, attorneys, map makers, auditors, financial advisors, *and fiscal agents (Sec. 271.045).*

Staff is proposing the issuance of Certificates of Obligations to finance the costs associated with the (i) acquisition, construction of improvements to, and the equipment for a recreational building (Thelma Ley Anderson YMCA building); and (ii) the costs of professional services incurred in connection therewith. Under Section 271.049 of the Texas Local Government Code, the City is required to publish notice of its intention to issue the Certificates before City Council may approve an ordinance authorizing the sale of the Certificates.

The public notice must state:the time and place tentatively set for the passage of the order or ordinance authorizing the issuance of the certificates; the purpose of the certificates to be authorized;the maximum amount of certificates that can be authorized; and the manner in which the certificates will be paid for, whether by taxes, revenues, or a combination of the two. The city must publish notices of intent in a newspaper of general circulation. The notice must be published once a week for two consecutive weeks. The City is also required to post notices of intent on the city's website for at least 45 days before the date set for the passage of authorizing the ordinance to issue the COs. Exceeding the the Texas Local Government Code's public notice mandates, staff intends to publish the notice of intent on all of the City's social media outlets, as well as advertise and host a townhall meeting to give citizens an opportunity to voice any concerns that they may have.

Contents of the Notice of Intention to Issue the Certificates
The contents of the notice of intention to issue the Certificates are dictated by state law. The maximum par amount listed in the notice of intention sets the maximum amount of certificate proceeds that may be used for the purposes outlined above. If the final total costs for the acquisition and servicing of the building is lower than the maximum estimated (as noted in the Notice of Intent), prior to the sale of the COs, the City may either lower the amount requested in the Notice of Intent or add similar/related capital items listed in the notice up to the maximum.

COs do not require up-front voter approval. If the City receives a petition protesting the issuance of the CO that is signed by five percent (5%) of the city's qualified voters, the City must hold an election to issue the COs. A petition triggering a CO election must be received by the City prior to the date tentatively set for the order or ordinance that authorizes the issuance of the CO -- a minimum of 45 days must pass after the first publication of the notice of intent to issue COs and adoption of the order or ordinance.

At the time of the writing of the agenda summary, the City is not under contract to acquire the YMCA building. On June 1, 2023, City Council authorized that a Letter of Intent to acquire the YMCA building be submitted to the YMCA officials. The Letter of Intent was executed and approved by the YMCA Board on June 8, 2023. Resolution 23-R-20 authorizes the publication of the statutorily required notice and authorizes the City's administrative staff, with the assistance of Bond Counsel (Bracewell LLP) and Financial Advisors (US Capital Advisors LLC), to proceed with the preparation of the preliminary official statements and notices of sale for the proposed certificates.*

** Preliminary Official Statement – prospectus on a pending new issue, usually circulated to gauge the level of interest among prospective investors by giving broad information (but without indicating the price of the issue) Staff recommends approving Resolution 23-R-20.*

Junru Roland, City Manager, and Jonathon Frells, with Bracewell, presented this item before City Council with explanation. Council member Castro made comments regarding his opinion of the intent behind the use of Certificates of Obligation and allowing voters to make the decision on whether the city should expend resources to purchase the building. Mr. Frells explained the amount of $9,079,740 as the total principal and interests as it relates to this purchase. He also explained the process by which voters would still have an opportunity to provide input and submit a petition rejecting the purchase. At any time throughout this process, the City of Alvin can withdraw their intent. Discussion was had on this source of funding and the costs of alternatives and the process of issuing certificate of obligation bonds. Lengthy discussion continued.

Council member Vela moved to approve Resolution 23-R-20, authorizing the publication of the Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with Council members Castro and Moore voting No and all other members present voting Aye.

<u>Consider Ordinance 23-O, approving the Plan of Development for a Planned Unit Development, on certain property consisting of a 2,962-acre tract located in the limits of the City of Alvin, Texas, east of State Highway 288, South of the Metropolitan Houston Area between FM 1462 on the North and County Road 51 on the South; amending all ordinances or parts of ordinances in conflict herewith; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing for other matters related thereto.</u>

The Planned Unit Development (PUD) establishes comprehensive guidance and regulations for Preservation Creek. The intent of the PUD is to provide a means by which development may occur in an orderly and responsible manner by establishing guidelines that ensure quality development and specifically address the goals of both the City and the Developer. The PUD will bring to life the City's vision for the future of West Alvin. In planning this development, the Developer reached out to the City about its goals for West

Alvin and regionalization of public infrastructure. The guidelines within the PUD create regulations that will ensure the quality and character desired by both the Developer and the City.

The proposed PUD helps to develop and improve the property as a master-planned, mixed-use community in various phases, with single-family and multi-family rental residential dwelling units, commercial development, institutional development, and other uses permitted in the PUD. Sections of the PUD document include:The Development Plan: consisting of goals & objectives, a preliminary land use plan, transport, parks, open space, and infrastructure; The Development Regulations: consisting of design guidelines and development standards for residential and non-residential areas; and the Administration & Amendments: consisting of proposed amendments to the City Code of Ordinances, project specific regulations, and administrative approval.Staff recommends approval of Ordinance 23-O adopting the Preservation Creek Planned Unit Development.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 23-O, approving the Plan of Development for a Planned Unit Development, on certain property consisting of a 2,962-acre tract located in the limits of the City of Alvin, Texas, east of State Highway 288, South of the Metropolitan Houston Area between FM 1462 on the North and County Road 51 on the South; amending all ordinances or parts of ordinances in conflict herewith; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law, and providing for other matters related thereto. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Resolution 23-R-21, approving a Development Agreement with W Land Development Management LLC, a Texas limited liability partnership and development manager of the Property for WB West Alvin Land LLC and its successors and assigns, for the development of Preservation Creek, a 2,962 acre tract located in the limits of the City of Alvin, Texas, east of State Highway 288, between FM 1462 and County Road 51 in connection with Tax Increment Financing Reinvestment Zone Number One; and authorize the Mayor to sign the Agreement upon legal review.

W Land Development Management LLC (WLand) has requested a Development Agreement by and between the City of Alvin and W Land. The subject Agreement would allow for the development of up to 2,962 acres of land for a master-planned community.

A Development Agreement is a contract negotiated between a project proponent and a public agency that governs the land uses to be allowed for a particular project, and which will benefit both parties. The City has concluded that the development of the property will further the growth of the City, facilitate the development of West Alvin, increase the assessed valuation of the real estate situated within the City, particularly West Alvin, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within West Alvin, and otherwise be in the best interest of the City by furthering the health, safety, and welfare of its residents.

There were several meetings with W Land. Below are some of the meeting dates:
10/19/21 – City Council Workshop
11/11/21 – Design and Visioning Session with W Land's design team.
03/10/22 – Predevelopment Meeting
03/22/22 – Meeting with W Land's legal counsel
05/05/22 – Predevelopment Meeting
08/05/22 – Meeting with Developer (Mayor, Mayor Pro-tem and City Manager)
03/09/23 – Predevelopment Meeting
04/26/23 – City Council & City Staff Workshop with WLand
05/11/23 – City Manager meeting with Developer
05/31/23 – Predevelopment Meeting

Major Terms of the Proposed Development Agreement are as follows:

Reactivation of Tax Increment Financing Zone (TIRZ) Number One.
This 2,962 acre tract was annexed into the City of Alvin in 2003, for the Super Speedway Development, which was to consist of a motor speedway racetrack with a few commercial sites, hotels, greenbelts, recreational facilities and residential housing. TIRZ 1 was also created in 2003 to fund the construction of public improvements and infrastructure in the tract; however, the Super Speedway Development never came to fruition. As a result, TIRZ 1 was never fully functional and has been dormant for many years. The proposed Development Agreement would authorize the reactivation and extension of the boundaries of TIRZ 1 to include the development of Preservation Creek. In accordance with the provisions of a TIRZ, the Developer shall fund improvements to the property sufficient to produce a tax increment that will result in revenues sufficient to fund and/or reimburse the Developer for the cost of the public improvements, together with associated debt service and municipal services to be provided to the property.

Consent to the Creation of Special District(s)
The Development Agreement contemplates the creation of Municipal Utility Districts (MUDs); with the MUDs and/or TIRZ reimbursing the developer for infrastructure needed for the development. The costs of certain public infrastructure will be financed

as a TIRZ project and certain other public infrastructure will be financed by MUDs.

Implementation of a Planned Unit Development
The Developer will improve the property as a master-planned, mixed-use community in various phases, with single family and multi-family and rental residential dwelling units, commercial development, institutional development, public/community development and other uses permitted in conformance with the Planned Unit Development.

Utilities & Fees
The Development Agreement allows for water and wastewater services to be provided by the District or, upon agreement between the City and the District, through the use of a private investor-owned utility company. The District will be responsible for owning, operating, and maintaining the water and sewer plants, including billing and collecting from District customers on the property for water and wastewater services. A municipal service fee shall be recovered from the TIRZ to reimburse the City for the cost of the fire and emergency services.

Emergency Services Substation
Because the development is in the city limits, the city will provide fire, police and other city services. Proceeds from TIRZ bonds or the increment from the increased values will finance the land and improvements necessary for a police/fire/emergency medical services facility. Staff recommends approval of Resolution 23-R-21.

Junru Roland, City Manager, presented this item before City Council with explanation. Mayor Adame asked about the style of home that is being proposed to be built. Lisa Clark of W Land Development explained that such design criteria are still to be determined. Ms. Clark explained the design guidelines are created by her team to set criteria related to setbacks, layouts, building materials etc. For example, there will be a masonry requirement that might be brick, but it could also be stucco. Council will have the opportunity to review these guidelines before they are finalized but will have no oversight. She further clarified that once a criterion is set, she is accountable for it, and she is committed to retaining the value that has been proposed. She is also willing to make herself available for future workshops for any question that may arise, and any input Council would like to provide.

Council member Starkey moved to approve Resolution 23-R-21, approving a Development Agreement with W Land Development Management LLC, a Texas limited liability partnership and development manager of the Property for WB West Alvin Land LLC and its successors and assigns, for the development of Preservation Creek, a 2,962 acre tract located in the limits of the City of Alvin, Texas, east of State Highway 288, between FM 1462 and County Road 51 in connection with Tax Increment Financing Reinvestment Zone Number One; and authorize the Mayor to sign the Agreement upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 23-M, amending Chapter 22, Article I, Section 22-14 of the City of Alvin Code of Ordinances, to provide for an increase in the tax exemption on a residence homestead to the greater of either twenty percent (20%) of the appraised value of a residence homestead, or Five Thousand Dollars ($5,000); providing a severability clause; establishing an effective date; and providing for other matters related thereto.

In 2008, the City of Alvin adopted Ordinance 08-C, exempting from taxation the greater of 1% of the value of qualifying homesteads or $5,000. The Texas Local Government Code allows municipalities to adopt local-option homestead exemptions and provides for a minimum exemption of $5,000, with a maximum percentage exemption of 20% of the appraised value of each qualified homestead. To qualify for a residence homestead exemption, the taxable property must be the owner's principal place of residence as of January 1 of the tax year. A residence homestead is a separate structure positioned on land owned or leased by the homeowner, as long as that person owns and lives in the structure.

Staff recommends approval of Ordinance 23-M increasing the residential homestead exemption from 1% to 20% -- the maximum percentage allowed by the Texas Local Government Code. By state statute, any adjustment to the homestead exemption must be adopted prior to July 1st to be effective for the current tax year. This item was presented to City Council at a workshop on June 1, 2023.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Castro moved to approve Ordinance 23-M, amending Chapter 22, Article I, Section 22-14 of the City of Alvin, Code of Ordinances, to provide for an increase in the tax exemption on a residence homestead to either the greater of twenty percent (20%) of the appraised value of a residence homestead, or Five Thousand Dollars ($5,000); providing a severability Clause; establishing an effective date; and providing for other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Addendum No. 3 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal, to adjust rates paid to Texas Pride Disposal due to the net increase in the revised Consumer Price Index Rate for All Urban Consumers (CPI-U) for the Houston-The Woodlands-Sugar Land, Texas area, fuel cost adjustments, and operational costs pursuant to the agreement; and authorize the Mayor to sign Addendum No. 3 upon legal review.

The City's contract with Texas Pride Disposal for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor. The contract states that the contractor shall be compensated in accordance with the CPI-U adjustment, a fuel adjustment and an operating cost adjustment.

Contractual Terms
The CPI-U shall mean the revised Consumer Price Index rate for all urban consumers for the Houston, The Woodlands, and Sugarland, Texas area. The fuel rate is adjusted if during the previous cost adjustment year, the average price of diesel fuel exceeded $3.70 per gallon. This past year, the average price of fuel was $4.62. Lastly, Texas Pride may petition for an additional operational rate and price adjustments on the basis of material or unusual changes in their cost of operations. Texas Pride has submitted documents and records sufficient to establish the necessity of the rate adjustment. Staff has reviewed the supporting documentation for the operating adjustment and believe it is in compliance with the terms of the contract.

History of Contractual Rate Increases:

	FY22 Amend#1	FY23 Amend#2	FY24 (proposed) Amend#3
CPI-U	4.5%	8.5%	4.00%
Fuel adj	0%	0%	3.282%
*Requested operating adjustment	0%	0%	4.725%
Net adjustment:	4.5%	8.5%	12.007%

Based on estimated FY23 end of year projections, the 12.007% contractual increase equates to a $340,000 increase for FY24. Should City Council approve the contractual rate increase of 12.007%, the effective date would be October 1, 2023.

Michael Higgins, Chief Financial Officer, presented this item before City Council with explanation. Mr. Higgins explained that the increase is in compliance with the terms of the current contract.

Council member DeKeyzer moved to approve Addendum No. 3 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal, to adjust rates paid to Texas Pride Disposal due to the net increase in the revised Consumer Price Index Rate for All Urban Consumers (CPI-U) for the Houston-The Woodlands-Sugar land, Texas area, fuel cost adjustments, and operational costs pursuant to the agreement; and authorize the Mayor to sign Addendum No. 3 upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider a Professional Services Agreement with Freese and Nichols, Inc. in an amount not to exceed $5,846,200 for engineering design services for the Final Design of the Wastewater Treatment Plant Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

On March 1, 2022, during the Visioning and Goal-setting Workshop, Staff presented the City Council draft results of the 2022 Wastewater Master Plan Update. The updated plan proposed the need for a 2.5 MGD expansion to the City's only Wastewater Treatment Plant. The expansion to the plant is necessary due to the increased flows (7% annual average increase in flow since 2016) at the plant and the need to stay in compliance with TCEQ regulations. On July 21, 2022, City Council approved an Engineering Services Agreement with Freese and Nichols to perform the Preliminary Engineering Design for the project. The Preliminary Engineering Report and the Preliminary Plans were completed and submitted to staff on May 8, 2023.

The Professional Services Agreement currently being considered will provide final engineering design and bid phase services, as outlined in the attached agreement, for the 2.5 MGD Wastewater Treatment Plant (WWTP) Expansion Project. Time of completion for the final design is 15 months and 3 months for the bid phase once the design is complete. This Engineering Services Agreement will be funded from the 2022 Water and Sewer System Revenue Bonds that were authorized by City Council on July 7, 2022. Staff recommends approval of this Agreement.

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

Council member Starkey moved to approve a Professional Services Agreement with Freese and Nichols, Inc. in an amount not to exceed $5,846,200 for engineering design services for the Final Design of the Wastewater Treatment Plant Expansion Project; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider a Design Phase Services Contract with CSA Construction, Inc. to serve as Construction Manager at Risk (CMAR) for the Wastewater Treatment Plant Expansion Project in an amount not to exceed $488,840; and authorize the City Manager to sign the Contract upon legal review.

On December 1, 2022, the City Council approved Resolution 22-R-32, which authorized the use of the Construction Manager at Risk (CMAR) delivery method for the Wastewater Treatment Plant Expansion Project. On January 30, 2023, an Industry Awareness Meeting was held to make interested contractors aware of the upcoming project and representatives from six companies attended the meeting. A Request for Proposals (RFP) for construction manager at risk services was advertised on March 26th and April 2, 2023. Proposals were received from four companies on April 24, 2023. Proposals from all companies were reviewed/ranked by a Staff Review Committee, consisting of the Engineering and Public Services Department Staff, in May 2023. The top two companies were then interviewed on May 15, 2023. Following the interviews, the Staff Review Committee selected CSA Construction, Inc. (CSA) to submit a fee-based proposal for CMAR services for the Wastewater Treatment Plant Expansion Project.

This project was identified in the 2022 Wastewater Master Plan Update that was presented to City Council in workshops on March 1, 2022 and January 17, 2023. The project includes the expansion of the City's sole Wastewater Treatment Plant from 5.0 million gallons per day (MGD) to 7.5 MGD along with the remaining critical improvements that were identified in the 2021 Wastewater Treatment Plant Facility Plan. The contract being considered will provide Construction Manager at Risk services during the design phase in order to provide the best value to the City for this important project. Staff recommends approval of this contract.

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

Council member Vela moved to approve a Design Phase Services Contract with CSA Construction, Inc. to serve as Construction Manager at Risk (CMAR) for the Wastewater Treatment Plant Expansion Project in an amount not to exceed $488,840; and authorize the City Manager to sign the Contract upon legal review. Seconded by Council member Starkey; motion carried with all members present voting Aye.

<u>Consider Ordinance 23-L, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of designating the prima facie speed limit of 25 miles per hour within the Kendall Lakes Subdivision; authorizing and directing the placement and installation of speed control signage; providing for a penalty and publication; and setting forth other provisions related thereto.</u>

In June 2023, a request was received by the City Manager, from a resident in Kendall Lakes, to consider lowering the speed limit in the Kendall Lakes Subdivision that is located along Highway 35. The current posted speed limit within the subdivision is 30 miles per hour (MPH). Ordinance 23-L will establish a posted speed limit of 25 MPH within the entire Kendall Lakes Subdivision, authorize Staff to install the appropriate signage, and provide for the enforcement of the designated speed limit. Lowering the speed limit from 30 MPH to 25 MPH will make Kendall Lakes Subdivision consistent with other subdivisions within the city that are of similar size and configuration. Staff recommends approval of Ordinance 23-L.

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

Council member Starkey moved to approve Ordinance 23-L, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of designating the prima facie speed limit of 25 miles per hour within the Kendall Lakes Subdivision; authorizing and directing the placement and installation of speed control signage; providing for a penalty and publication; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

<u>Consider approval of the purchase of rifle packages for eligible Alvin Police Department officers, to be reimbursed by the officer to the City through a payroll deduction program, and approve the purchase of five (5) patrol rifle packages and six (6) SWAT rifle packages for the Alvin Police Department, for a combined expenditure in an amount not to exceed $162,432.00, from Loyal 9 Mfg (Sons of Liberty Gun Works); and authorize the City Manager to sign the purchase agreement upon legal review.</u>

Currently, the Alvin Police Department (APD) has nine (9) patrol rifles that are loaned to APD through the Department of Public Safety's 10-33 program, which allows U.S. Government surplus equipment to be used by local law enforcement agencies. These rifles have been greatly modified to allow for law enforcement use and are termed as "controlled" equipment which must be returned whenever the government halts the program or when the department no longer has a need for them. "Controlled" equipment must be inventoried regularly and any modifications must be documented, and any parts removed must be kept and inventoried regularly, as well as being returned if/when the rifles are returned. These, and other conditions on "controlled" property, make it difficult to issue these rifles to each officer, as each rifle is standardized and is designed specifically for each officer. This means that the optics (which are also 10-33 controlled equipment), stocks, grips, etc., are "universal" and are not set for a specific officer. This is a major drawback of the program, as each officer has different biometrics and, as such, would benefit from a platform which has been set up for their needs. The Department does not have enough of these rifles to issue to each officer regardless.

As a solution to this problem, the Department is proposing a purchase/payroll deduction program, where the City purchases the rifle, optic, rail, sling, and weapon light (rifle package) for the officer, and the officer pays back the cost of the rifle package to the City through 26 payroll deductions over a 12-month period. Several other cities in Texas have done this type of program and have had marked success. These cities include Abilene, Carrollton, College Station, LaPorte, Lubbock, Duncanville, and Aransas Pass to name a few. Any officer who purchases a rifle package in this manner would be required to carry/have this rifle package available while *on duty and would only be allowed to purchase one (1) at this time. The benefit of this, not inclusive of the moral boost for the officer, would be that each rifle package, although the same make/model of rifle, optic, and other equipment, can be set up by the officer for their individual biometrics and is, therefore, a more acceptable platform for their use. Additionally, the rifle package would be better cared for since the officer would own the individual weapon. Currently, 53 of the 58 eligible officers have expressed interest in this type of program. Each participant would be required to sign a purchase agreement, similar to the one attached, in order to participate in the program.*

Along with the rifle packages purchased under a purchase/payroll deduction program, the Department wants to purchase five (5) additional rifle packages to be APD owned to have available for issuance to officers who chose not to purchase their own, and/or to be used by officers still in training that would not be eligible to participate in a purchase/payroll deduction program. Additionally, the Department also wants to replace six (6) older SWAT rifles with specific short barrel rifle packages also to be owned by APD.

These purchases, if all who expressed interest participate and to include the proposed APD owned, should not exceed $162,432.00 including taxes on the officer purchased rifle packages. The total, with tax, for each officer will be $2,421.55. The make/model of the rifle, along with the other equipment in the rifle package, are based upon the recommendation of our SWAT officers, who have been testing/comparing various packages for the last year and have chosen the Loyal 9 Mfg dba Sons of Liberty Gunworks as the best rifle platform.

It is our intent that this will be a permanent program and that all new officers who have concluded their probation period will be able to purchase a duty patrol rifle package in the future through this program. The purchase of a patrol rifle package, just like the purchase of a duty handgun and belt/holster, is a huge expense and the ability to purchase these tools in this manner would be of great benefit to the officers, APD, and to the City.

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

Council member Castro moved to approve the purchase of rifle packages for eligible Alvin Police Department officers, to be reimbursed to the City through a payroll deduction program, and approve the purchase of five (5) patrol rifle packages and six(6) SWAT rifle packages for the Alvin Police Department, for a combined expenditure in an amount not to exceed $162,432.00, from Loyal 9 Mfg (Sons of Liberty Gun Works); and authorize the City Manager to sign the purchase agreement upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

<u>Consider Ordinance 23-N, amending the City of Alvin Ordinance 22-SS, passed and approved September 1, 2022, same being an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2022-23 for the purpose of amending the mid-year budget and providing for supplemental appropriation and/or transfer of certain funds as set forth; providing for severability; and providing for other matters related thereto.</u>

At the end of fiscal year 2022 (FY22), the City exceeded fund balance requirements/expectations in the General Operating Fund by $93,500. This budget savings resulted from personnel vacancies throughout the year and revenues exceeding budget expectations (sales taxes, franchise tax revenues, license/permits). Staff has identified capital items that could be funded in the current fiscal year (FY23) utilizing prior year budget savings. As this proposed budget amendment is solely based on prior year budget savings, it will not compromise the current year's budget. Staff requests that City Council amend the FY23 General Operating Fund budget for the following projects:

Concrete Pads at the Alvin Animal Adoption Center (AAAC) - $20,000
Proper exercise and playtime are essential for a dog's physical and mental well-being, especially in a shelter setting because of the stress of so many other animals, visitors, and close quarters. To help meet this need for dogs in AAAC custody, the play yards are used daily for the more active and stressed dogs. Utilizing the play yards has made a significant difference in the mental well-being for dogs showing signs of stress. It is a safety concern to not have concrete flooring in the play yards as many dogs dig holes at the perimeters. If successful, the dogs can then escape the enclosure completely or gain access to another play yard where another dog may be. Either scenario poses a safety risk for the potential escapee, other dogs it may encounter, and commuters on Highway 6 if the dogs were to disrupt traffic. It is imperative to properly disinfect common areas, as to not spread disease from one animal to another. AAAC staff cannot properly disinfect grass and dirt but would be able to properly disinfect sealed concrete.

Replace Window Unit Cat Kennels - $12,000
The cat kennels are falling apart a bit at a time. Small repairs have been made to keep them in working order but it's getting necessary to have them replaced. Parts of the kennels are cracking and the top layer of the shelving is breaking off, exposing the porous material underneath – this makes it impossible to properly disinfect, and could lead to the spread of disease. One of the shelves is completely broke off in one kennel.

Porte Cacher/Awning on the east end of the Senior Center - $61,500
Requested by the Senior Board Chair as a safety amenity to provide protection from the elements for seniors loading and unloading from the ActionS bus. Staff recommends approval of Ordinance 23-N.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 23-N, amending the City of Alvin Ordinance 22-SS, passed and approved September 1, 2022, same being an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2022-23 for the purpose of amending the mid-year budget and providing for supplemental appropriation and/or transfer of certain funds as set forth; providing for severability; and providing for other matters related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.
No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.
Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

ADJOURNMENT
Mayor Adame adjourned the meeting at 8:34 p.m.

PASSED and APPROVED the 6th of July, 2023.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 7/6/2023

Department: Public Services **Contact:** Brandon Moody, Director of Public Services

Agenda Item: Consider the lease of five (5) new vehicles for 48 months with Enterprise Fleet Management, for an amount not to exceed $45,067.92 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

Type of Item: Contract/Agreement

Summary: Since January 7, 2016, the City has been utilizing TIPS/TAPS (an interlocal purchasing system used by government entities) to execute an agreement with Enterprise Fleet Management for the replacement of the City's fleet with leased vehicles. The lease program allows the City of Alvin's Fleet Maintenance program to focus on the maintenance of City-owned vehicles and heavy equipment.

These five (5) vehicle lease agreements are for a total of 48 months and were approved in the FY23 budget to replace current City-owned vehicles that have served their useful life or are new additions to the fleet for new positions approved in the FY23 budget. One of the proposed leases is for 2024 Nissan Kicks to replace a city-owned 2009 Ford Explorer (Health Code Officer), and the second, 2024 Nissan Kicks, is budgeted for addition to the Parks Department fleet for the Senior Building staff. The three 2024 Nissan Frontier King Cabs will replace a city-owned 2006 F150, and the other two are for a new position in Code and in the Parks Dept. The last vehicle, a 2024 GMC Sirrea 2500HD, will replace a 2011 F250 city-owned vehicle.

New Lease Vehicle	Dept.	Monthly/Annual cost
2024 Nissan Kicks	Engineering/Health	$480.78 / $5,769.36
2024 Nissan Kicks	Parks Dept Staff	$480.78 / $5,769.36
2024 Nissan Frontier	Engineering/Inspector	$614.15 / $7,369.80
2024 Nissan Frontier	Parks Dept. Staff	$614.15 / $7,369.80
2024 Nissan Frontier	Code Enforcement	$614.15 / $7,369.80
2024 GMC Sirrea 2500HD	Street Dept. Crew	$951.65 / $11,419.80
		$3,755.66 / $45,067.92

Staff recommends approving the five (5) leases proposed and continuing the lease program as the lease program includes maintenance, an estimated higher resell value at the end of the lease, and the option to continue the lease if there is a financial advantage remaining at the end of the lease. The owned vehicles being replaced with these leases will be auctioned and the City will recover the sale proceeds.

Funding Expected: Revenue _ Expenditure X_ N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: 612-8002-00-3515 **Amount:** $45,067.92 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 6/29/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** __________

Supporting documents attached:

1. Nissan Kicks quote x2 (Engineer, Parks)
2. Frontier x3 (Engineer, PW, Parks)
3. GMC 2500 CC Quote (PW-Mowing)
4. Enterprise 2016 Fleet Managment Vehicle Lease Agreement

Recommendation: Move to approve the lease of five (5) new vehicles for 48 months with Enterprise Fleet Management, for an amount not to exceed $45,067.92 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

Reviewed by Department Head, if applicable: _
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

Open-End (Equity) Lease Rate Quote

Quote No: 7299365

Prepared For: City of Alvin, Texas
Covington, John

Date 06/26/2023
AE/AM AR9/M0H

Unit #
Year 2024 **Make** Nissan **Model** Kicks
Series S 4dr Front-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 536097

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Fresh Powder
Interior Color	(0 I) Charcoal w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Quantity = 2 Initial____
New addition for Parks
Replacement for 729/Engineer

$ 21,686.00		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 275.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 21,961.00		Total Capitalized Amount (Delivered Price)
$ 274.51		Depreciation Reserve @ 1.2500%
$ 114.90		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 389.41		**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 91.37	Full Maintenance Program[3] Contract Miles 75,000	OverMileage Charge	$ 0.0600 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 1	# Tires 0	Loaner Vehicle Not Included
$ 91.37	**Additional Services SubTotal**		
$ 0.00	Use Tax 0.0000%	**State**	
$ 480.78	**Total Monthly Rental Including Additional Services**		
$ 5,490.40	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.
[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 250.00
Courtesy Delivery Fee	C	$ 275.00
Total Other Charges Billed		$ 250.00
Total Other Charges Capitalized		$ 275.00
Other Charges Total		$ 525.00

Open-End (Equity) Lease Rate Quote

Quote No: 7299365

VEHICLE INFORMATION:

2024 Nissan Kicks S 4dr Front-Wheel Drive - US

Series ID: 21014

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$20,291	$21,050.00 (Est.)
Total Options	$0.00	$0.00 (Est.)
Destination Charge	$1,335.00	$1,335.00
Total Price	**$21,626.00**	**$22,385.00 (Est.)**

SELECTED COLOR:

Exterior: QM1-(0 P) Fresh Powder

Interior: G-(0 I) Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
C03	50 State Emissions	NC	NC	(Est.)
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC	(Est.)
PAINT	Monotone Paint Application	STD	STD	(Est.)
QM1_01	(0 P) Fresh Powder	NC	NC	(Est.)
STDAX	3.93 Axle Ratio	STD	STD	(Est.)
STDEN	Engine: 1.6L DOHC 16V 4-Cylinder	STD	STD	(Est.)
STDGV	GVWR: 3,660 lbs	STD	STD	(Est.)
STDRD	Radio: AM/FM Audio System	STD	STD	(Est.)
STDST	Front Bucket Seats	STD	STD	(Est.)
STDTM	Cloth Seat Trim	STD	STD	(Est.)
STDTN	Transmission: Xtronic CVT (Continuously Variable)	STD	STD	(Est.)
STDTR	Tires: 205/60R16 AS	STD	STD	(Est.)
STDWL	Wheels: 16" Steel w/Full Covers	STD	STD	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Front Bumper Insert: metal-look front bumper insert
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome accents grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
- Fuel Remote Release: mechanical fuel remote release
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Key proximity key
- Steering Wheel: style steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with box
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type aero-composite halogen headlamps
- Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Ignition Switch: ignition switch light
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance

Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: front disc/rear drum brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: Traction Control System (TCS) ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 122-hp, 1.6-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

Open-End (Equity) Lease Rate Quote

Quote No: 7299054

Prepared For: City of Alvin, Texas
Covington, John

Date 06/26/2023
AE/AM AR9/M0H

Unit #
Year 2024 **Make** Nissan **Model** Frontier
Series S 4x2 King Cab 6 ft. box 126 in. WB
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 536097

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Glacier White
Interior Color	(0 I) Charcoal w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

$ 30,540.00		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 275.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 30,815.00		Total Capitalized Amount (Delivered Price)
$ 385.19		Depreciation Reserve @ 1.2500%
$ 160.19		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 545.38		**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 68.77	Full Maintenance Program [3] Contract Miles 50,000	OverMileage Charge	$ 0.0600 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 1	# Tires 0	Loaner Vehicle Not Included
$ 68.77	**Additional Services SubTotal**		
$ 0.00	Use Tax 0.0000%	**State**	
$ 614.15	**Total Monthly Rental Including Additional Services**		
$ 7,703.60	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.
[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 250.00
Courtesy Delivery Fee	C	$ 275.00
Total Other Charges Billed		$ 250.00
Total Other Charges Capitalized		$ 275.00
Other Charges Total		$ 525.00

Open-End (Equity) Lease Rate Quote

Quote No: 7299054

VEHICLE INFORMATION:

2024 Nissan Frontier S 4x2 King Cab 6 ft. box 126 in. WB - US

Series ID: 31114

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$29,145	$30,260.00 (Est.)
Total Options	$0.00	$0.00 (Est.)
Destination Charge	$1,335.00	$1,335.00
Total Price	**$30,480.00**	**$31,595.00** (Est.)

SELECTED COLOR:

Exterior:	QAK-(0 P) Glacier White
Interior:	G-(0 I) Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
C03	50 State Emissions	NC	NC	(Est.)
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC	(Est.)
PAINT	Monotone Paint Application	STD	STD	(Est.)
QAK_01	(0 P) Glacier White	NC	NC	(Est.)
STDAX	3.692 Axle Ratio	STD	STD	(Est.)
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD	(Est.)
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD	(Est.)
STDRD	Radio: SXM/AM/FM/AUX/USB Audio System	STD	STD	(Est.)
STDST	Front Bucket Seats	STD	STD	(Est.)
STDTM	Cloth Seat Trim	STD	STD	(Est.)
STDTN	Transmission: 9-Speed Automatic	STD	STD	(Est.)
STDTR	Tires: P265/70R16 All Season	STD	STD	(Est.)
STDWL	Wheels: 16" Styled Steel	STD	STD	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Box Style: regular
- Body Material: fully galvanized steel body material
- Grille: black grille

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Front Cupholder: front cupholder
- Floor Console: full floor console with covered box
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer

Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 4
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 50-50 jump seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 7225626

Prepared For: City of Alvin, Texas
Covington, John
Date 06/26/2023
AE/AM AR9/M0H
Unit #
Year 2024 **Make** GMC **Model** Sierra 2500HD
Series Pro 4x2 Crew Cab 8 ft. box 172 in. WB
Vehicle Order Type Ordered **Term** 48 **State** TX **Customer#** 536097

$ 48,575.00		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 275.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 48,850.00		Total Capitalized Amount (Delivered Price)
$ 610.63		Depreciation Reserve @ 1.2500%
$ 276.28		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 886.91		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Quantity: 1 Initial____
Replace 743, PW/Mowing
May replace with a similar vehicle of equal or lesser price
if signature not received in time to secure this specific order

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 64.74	Full Maintenance Program[3] Contract Miles 40,000	OverMileage Charge	$ 0.0600 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 1	# Tires 0	Loaner Vehicle Not Included
$ 64.74	**Additional Services SubTotal**		
$ 0.00	Use Tax 0.0000%	**State**	
$ 951.65	**Total Monthly Rental Including Additional Services**		
$ 19,539.76	Reduced Book Value at 48 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.
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Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 250.00
Courtesy Delivery Fee	C	$ 275.00
Total Other Charges Billed		$ 250.00
Total Other Charges Capitalized		$ 275.00
Other Charges Total		$ 525.00

Open-End (Equity) Lease Rate Quote

Quote No: 7225626

VEHICLE INFORMATION:

2024 GMC Sierra 2500HD Pro 4x2 Crew Cab 8 ft. box 172 in. WB - US

Series ID: TC20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$45,691.8	$48,300.00
Total Options	$928.20	$1,020.00
Destination Charge	$1,895.00	$1,895.00
Total Price	**$48,515.00**	**$51,215.00**

SELECTED COLOR:

Exterior:	GAZ-(0 P) Summit White
Interior:	H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
AKO	Deep-Tinted Glass	$182.00	$200.00
AQQ	Remote Keyless Entry	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats	STD	STD
BTM	Push Button Start	Included	Included
CGN	Spray-On Pickup Bed Liner	$495.95	$545.00
E63	Pickup Box	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRILLE	Chrome Grille w/Flat Black Grille Insert Bars	Included	Included
GT4	3.73 Rear Axle Ratio	STD	STD
H2G_02	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: AM/FM w/GMC Infotainment System	STD	STD
JFH	GVWR: 10,300 lbs (4,672 kg)	Included	Included
JL1	Integrated Trailer Brake Controller	$250.25	$275.00
L8T	Engine: 6.6L V8 w/Direct Injection & VVT	Included	Included
L8TBAT	Heavy-Duty 80 Amp Battery	Included	Included
MKM	Transmission: Allison 10-Speed Automatic	STD	STD
PAINT	Solid Paint	STD	STD
PDI	Sierra HD Pro Safety	Included	Included
PPW	Wireless Phone Projection	Included	Included
PYN	Wheels: 17" Steel	STD	STD
QHQ	Tires: LT245/75R17E AS BW	STD	STD
STDTM	Vinyl Seat Trim	STD	STD
T8Z	Buckle to Drive	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
UBJ	2 Charge/Data USB Ports	Included	Included
UE1	OnStar & GMC Connected Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UFL	Lane Departure Warning	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VK3	Front License Plate Kit	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Bumper Insert: black front bumper insert
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Fender Flares: black fender flares
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: OnStar and GMC connected services capable
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam LED low/high beam headlamps
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

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

Seats And Trim:

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

Standard Engine:

- Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

- Transmission 10-speed automatic w/ OD and auto-manual

CITY OF ALVIN **Office of the City Manager**
216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4294

January 11, 2016

Josh Wellen
Enterprise Fleet Management
10401 Centrepark Dr. #200
Houston, TX 77043

Mr. Wellen,

After review and evaluation of the Fleet Management program and City of Alvin is pleased to award this proposal to Enterprise Fleet Management by utilizing TIPS USA contract # 2072513.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of City of Alvin, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Sereniah Breland
City Manager

CC: Junru Roland, Assistant City Manager/CFO
Brian Smith, Public Services Director

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 7th of January, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Alvin ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the 7th of January, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Alvin	EFM	Enterprise Fleet Management, Inc.
	SMB		T. R.
By:	Sereniah Breland	By:	Todd Rogers
Title:	City Manager	Title:	Regional Sales Manager
Address	216 West Sealy Alvin, TX 77511	Address	10401 Centrepark Drive #200 Houston, TX 77043
Attention:	______	Attention	______
Facsimile No.:	______	Facsimile No	______
Date Signed:	January 7, 2016	Date Signed	1/7/16

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 7th day of January, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule <u>minus</u> (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle <u>plus</u> (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. **INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE City of Alvin	LESSOR: Enterprise FM Trust By: Enterprise Fleet Management, Inc., its attorney in fact
By: Sereniah Breland Title: City Manager	By: Todd Rogers Title: Regional Sales Manager
Address 216 West Sealy Alvin, TX 77511	Address 10401 Centrepark Drive #200 Houston, TX 77043
Date Signed: January 7, 2016	Date Signed 1/7/16

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 7th of January, 2016, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Alvin (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

   Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $7.00 per month per Card, plus a one time set-up fee of $0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Alvin

By: Sereniah Breland
Title: City Manager

Address: 216 West Sealy
Alvin, TX 77511

Date Signed: January 7, 2016

EFM: Enterprise Fleet Management, Inc.

By: Todd Rogers
Title: Regional Sales Manager

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: 1/7/16 ,

<u>AMENDMENT TO MAINTENANCE AGREEMENT</u>

THIS AMENDMENT ("Amendment") dated this 7th day of January, 2016 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the 7th day of January, 2016 ("Agreement") by and between <u>Enterprise Fleet Management Inc., a Missouri corporation</u> ("EFM") and <u>City of Alvin</u> ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the 7 day of January, 2016.

City of Alvin (Lessee)	ENTERPRISE FLEET MANAGEMENT, INC.
By <u>Sereniah Breland</u>	By <u>Todd Rogers</u>
Title: <u>City Manager</u>	Title: <u>Regional Sales Manager</u>

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 7th day of January, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 7th day of January, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Alvin ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per occurrence - Collision and $1,000 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the **Texas State Constitution** and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 7th day of January, 2016.

City of Alvin (Lessee)

By Sereniah Breland

Title: City Manager

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By Todd Rogers

Title: Regional Sales Manager

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 7th day of January, 2016, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement) All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition. prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Alvin

By: Sereniah Breland
Title: City Manager

Date Signed: January 7, 2016

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc , its attorney in fact

By: Todd Rogers
Title: Regional Sales Manager

Date Signed 1/7/16 ,

AGENDA COMMENTARY

Meeting Date: 7/6/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a four-year Use Agreement with Actions Inc. through August 31, 2027 to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Action Item

Summary: Actions, Inc. is a community care team agency of the United Way of Brazoria County and a service provider for the Houston-Galveston Area Council, Area Agency on Aging. For over twenty years, Actions Inc. has utilized the Alvin Senior Center to provide support services to Alvin area senior citizens aged 60+. The current agreement expires August 1, 2023.

Through the Actions program, qualified participants in the Alvin area are offered, at no charge, balanced meals, onsite recreational programming, including transportation to and from the Senior Center. The Actions program currently hosts approximately 108 participants at the Alvin Senior Center Monday thru Friday, 8:00a.m. to 2:00p.m. A full-time coordinator and driver are also provided by Actions Inc.

The Senior Citizens Board unanimously recommended approval of the agreement at their regular meeting on May 8, 2023 with changes including increasing the bi-annual renewal to a four-year renewal with a spelling change from ActionS to Actions.

Staff recommends approval of this four-year agreement with Actions, Inc.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes __ No _ N/A X

Funding Acount: ____ **Amount:** _____

1295 Form Required? Yes __ No X

Legal Review Required: N/A __ Required X

Date Completed: 6/29/2023 SLH

Finance Review Required: N/A X Required __

Date Completed: __________

Supporting documents attached:

1. Senior Center; Use Agreement; ActionS; 2021-2023
2. Senior Center; Use Agreement; Actions 2023-2027 DRAFT
3. Senior Center Use Agreement Actions 2023-2027; Final

Recommendation: Move to approve a four-year Use Agreement with Actions Inc. through August 31, 2027 to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center; and authorize the Mayor to sign the

Agreement upon legal review.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: _X_
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

ActionS, Inc. of Brazoria County

Use Agreement

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

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

WITNESSETH:

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

ARTICLE II.
USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

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

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

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

2.02 Maintenance.

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

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

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

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

2.03 No Waste, Nuisance or Unlawful Use.

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

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

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

2.04 Right of Entry.

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

2.05 Security Measures.

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

ARTICLE III.
TERM AND TERMINATION

3.01 Term.

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

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

3.02 Termination.

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

ARTICLE IV.
CONSIDERATION

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

ARTICLE V.
INSURANCE

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

COVERAGE	LIABILITY
Commercial General Liability (i) Products/completed operations (ii) Personal and advertising injury (iii) Fire Damage	Combined single limit for bodily injury and property damage of $500,000 per person. General Aggregate of $1,000,000 (not including products/completed operations)
Comprehensive Automobile Liability (i) owned/leased vehicle (ii) non-owned vehicles (iii) hired automobiles	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence
Workers Compensation	Statutory requirements per state law

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

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

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

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

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

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

7.02 Assignment.

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

7.03 Failure to Exercise Rights.

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

7.04 Notices.

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

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

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

7.05 Applicable Laws.

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

7.06 Licenses and Permits.

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

7.07 Entire Agreement.

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

7.08 Severability.

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

7.09 Remedies Cumulative.

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

7.10 Place of Performance.

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

7.11 Benefits.

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

7.12 Ambiguities.

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

7.13 Successors and Assigns.

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

7.14 Captions.

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

ActionS, Inc. of Brazoria County	**CITY OF ALVIN, TEXAS**
By: Breah Knape	By: Paul A. Horn
Name: Breah Knape Title: Executive Director	Paul A. Horn, Mayor
ATTEST/SEAL	ATTEST/SEAL
By: Marianne Stavinoha	By: Dixie Roberts
Name: Marianne Stavinoha Title: Board Chairperson	Dixie Roberts, City Secretary

Action~~S~~s, Inc. of Brazoria County

Use Agreement

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

THIS USE AGREEMENT (the "Agreement") is made and entered into on this the _______ day of ________, 2023, by and between the **CITY OF ALVIN**, a home-rule city and municipal corporation of the State of Texas (the "City") and **Action~~S~~s, INC. OF BRAZORIA COUNTY**, ("Action~~S~~s") a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

W I T N E S S E T H:

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

WHEREAS, Action~~S~~s offers and conducts programs and activities for Senior Citizens; and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

ARTICLE II.

USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

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

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

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

2.02 Maintenance.

Action~~S~~s agrees that it will maintain the Senior Citizens Center in a clean condition.

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

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

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

2.03 <u>No Waste, Nuisance or Unlawful Use.</u>

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

Action~~S~~s shall not use or allow the Senior Citizens Center to be used for any unlawful purpose.

Action~~S~~s shall immediately report any type of breakage or facility maintenance problems to the building supervisor.

2.04 <u>Right of Entry.</u>

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

2.05 <u>Security Measures.</u>

Action~~S~~s shall comply with the City's security requirements with respect to the Senior Citizens Center.

ARTICLE III.
<u>TERM AND TERMINATION</u>

3.01 <u>Term.</u>

The term of this Agreement shall be deemed to have commenced on _______________2023, and shall end on ____________ 2027, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional ~~two (2)~~ four (4) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty

(60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval.

3.02 <u>Termination.</u>

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

ARTICLE IV.
<u>CONSIDERATION</u>

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

ARTICLE V.
<u>INSURANCE</u>

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

<u>COVERAGE</u>	**<u>LIABILITY</u>**
Commercial General Liability (i) Products/completed operations (ii) Personal and advertising injury (iii) Fire Damage	Combined single limit for bodily injury and property damage of $500,000 per person. General Aggregate of $1,000,000 (not including products/completed operations)
Comprehensive Automobile Liability (i) owned/leased vehicle (ii) non-owned vehicles (iii) hired automobiles	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence
Workers Compensation	Statutory requirements per state law

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

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

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

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

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.

MISCELLANEOUS PROVISIONS

7.01 Modification.

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

7.02 Assignment.

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

7.03 Failure to Exercise Rights.

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

7.04 Notices.

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

City of Alvin City Manager 216 W. Sealy Alvin, Texas 77511	Action~~S~~s, Inc. of Brazoria County Executive Director 1524 E. Mulberry, Suite 135 Angleton, Texas 77515

7.05 Applicable Laws.

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

7.06 Licenses and Permits.

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

7.07 Entire Agreement.

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

7.08 Severability.

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

7.09 Remedies Cumulative.

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

7.10 Place of Performance.

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

7.11 Benefits.

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

7.12 Ambiguities.

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

7.13 Successors and Assigns.

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

7.14 Captions.

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

ActionS, Inc. of Brazoria County

By: ______________________
Name: Breah Knape
Title: Executive Director

ATTEST/SEAL

By: ______________________
Name: Sharon Trower
Title: Board Chairperson

CITY OF ALVIN, TEXAS

By: ________________________
Gabe Adame, Mayor

ATTEST/SEAL

By: ________________________
Dixie Roberts, City Secretary

Actions, Inc. of Brazoria County

Use Agreement

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

THIS USE AGREEMENT (the "Agreement") is made and entered into on this the _____ day of _________________, 2023, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city and municipal corporation of the State of Texas (the "City"), and **ACTIONS, INC. OF BRAZORIA COUNTY** ("Actions"), a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

W I T N E S S E T H:

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

WHEREAS, Actions offers and conducts programs and activities for senior citizens; and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

ARTICLE II.
USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

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

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

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

2.02 Maintenance.

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

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

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

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

2.03 No Waste, Nuisance or Unlawful Use.

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

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

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

2.04 Right of Entry.

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

2.05 Security Measures.

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

ARTICLE III.
TERM AND TERMINATION

3.01 Term.

The term of this Agreement shall be deemed to have commenced on August 1, 2023, and shall end on August 31, 2027, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional four (4) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this

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

3.02 Termination.

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

ARTICLE IV.
CONSIDERATION

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

ARTICLE V.
INSURANCE

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

COVERAGE	LIABILITY
Commercial General Liability (i) Products/completed operations (ii) Personal and advertising injury (iii) Fire Damage	Combined single limit for bodily injury and property damage of $500,000 per person. General Aggregate of $1,000,000 (not including products/completed operations)
Comprehensive Automobile Liability (i) owned/leased vehicle (ii) non-owned vehicles (iii) hired automobiles	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence
Workers Compensation	Statutory requirements per state law

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

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

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

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

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

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

7.02 Assignment.

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

7.03 Failure to Exercise Rights.

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

7.04 Notices.

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

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

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

7.05 Applicable Laws.

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

7.06 Licenses and Permits.

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

7.07 Entire Agreement.

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

7.08 Severability.

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

7.09 Remedies Cumulative.

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

7.10 Place of Performance.

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

7.11 Benefits.

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

7.12 Ambiguities.

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

7.13 Successors and Assigns.

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

7.14 Captions.

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

Actions, Inc. of Brazoria County

By: ____________________________
Name: Breah Knape
Title: Executive Director

ATTEST/SEAL

By: ____________________________
Name: Sharon Trower
Title: Board Chairperson

CITY OF ALVIN, TEXAS

By: ____________________________
Gabe Adame, Mayor

ATTEST/SEAL

By: ____________________________
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 7/6/2023

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider an appointment to fill one (1) unexpired term on the Alvin Parks and Recreation Board.

Type of Item: Action Item

Summary: Jason Jones submitted his resignation from the Alvin Parks and Recreation Board for his term ending December 31, 2024.

With the resignation of Mr. Jones, there will be six (6) members on the Board. The Alvin Code of Ordinances states that the Parks and Recreation Board shall consist of seven to nine (7-9) members. An appointment is necessary for this Board to comply with the City's Code of Ordinances, which mandates a minimum of seven members.

Current members on the Board are: Alan Denny, Cathy Fontenot, Justin Gatlin, Milton Morgan, Dwight Rhodes, and Jamie Van Horne. It is helpful to have an odd number on boards and commissions to circumvent tie votes.

The following have applied to serve on this board for the remainder of the term ending in December 2024:

- Caiden Anderson
- Brandon Green
- Joshua Kaseman
- Ian McKee

A detailed spreadsheet with applicant information is included in the council packet.

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

Funding Acount: ____ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A X Required __ **Date Completed:** 6/29/2023 SLH

Finance Review Required: N/A X Required __ **Date Completed:** __________

Supporting documents attached:
1. Parks Board Applicants

Recommendation: Move to appoint ________ to fill an unexpired term on the Alvin Parks and Recreation Board through December 2024.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: _X_

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

Parks & Rec Board Applicants - July 6, 2023				
Name	Employment/Occupation	Alvin Resident	Past Boards	Notes Provided on Consent and Willingness to Serve Form
Caiden Anderson	Graphic Designer for Congresswoman Monica De La Cruz	19 years	Currently on Charter Review	I have had a keen interest in serving my community since I was a freshman in high school. I believe local government is the most crucial level thereof that exists. The issues that face us here in Alvin are not the buzzwords we here in Washington or Austin, but the ones that are decided by our city boards. What I offer as a member of the new generation, and one that aspires to be a leader in our community, is a fresh, innovative perspective on the issues that truly matter to Alvinites. Issues such as which books we let our children read, how clean and accessible our parks are for visitors, places for families to relax and enjoy the city, and an agenda for the city that continues to expand with the growth we are seeing in our area. That is what I will bring to every board or commission on which I may have the privilege to serve. I designed the City of Alvin's new logo in July of 2022 as a part of the city's initiative to rebrand, an initiative with which I agree. I am currently the Creative Director for a vastly-expanding statewide political organization, and at times I serve as Communications Director. I design graphics and other forms of digital media for many elected officials and candidates across the state and nation, including Congresswoman Monica De La Cruz. I have done all of this and much more, and I am only nineteen (as of the completion of this application). I look forward to continuing on this path and applying my knowledge and skills to my community here in Alvin.
Brandon Green	Director of Operations for Corrective Pest Control	1 year	None	Certified applicator in Pest control and vector management from Texas Dept of Agriculture. OSHA safety certified inspector. Field operations manager for over 15 years.
Joshua Kaseman	Project Superintendent for Texana Builders	8 years	None	Trying to play a more active role in the community.

Name	Employment/Occupation	Alvin Resident	Past Boards	Notes Provided on Consent and Willingness to Serve Form
Ian McKee	Maintenance for AISD	17 years	None	I am interested in becoming more engaged in my local government and serving my community. I believe my experience working with and for Alvin ISD has given me not only the hands on experience, but also the knowledge that will be crucial in making informed decisions. Involved with: *Stop the Bleed Class, *Arman Bayou Nature Center, *Surfside Beach Clean-Up, *Attend City Council Meetings, *Etc.

AGENDA COMMENTARY

Meeting Date: 7/6/2023

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

Agenda Item: Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2023-2024 (FY24), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY24 Annual Budget for the regular City Council meeting scheduled for Thursday, August 3, 2023, at 7:00 p.m

Type of Item: Action Item

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

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

Funding Expected:	Revenue _ Expenditure _ N/A X	**Budgeted Item:**	Yes __ No _ N/A X
Funding Acount: ____	**Amount:** ____	**1295 Form Required?**	Yes __ No X
Legal Review Required:	N/A X Required __	**Date Completed:**	6/29/2023 SLH
Finance Review Required:	N/A __ Required X	**Date Completed:**	__________

Supporting documents attached:
None

Recommendation: Move to acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2023-2024 (FY24), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY24 Annual Budget for the regular City Council meeting scheduled for Thursday, August 3, 2023, at 7:00 p.m

Reviewed by Department Head, if applicable: _
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Manager, if applicable: X