

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, March 7, 2024

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 and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **MARCH 7, 2024**, 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. City Secretary - Annual Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the February 1, 2024, City Council Workshop minutes.

B. Consider approval of the February 1, 2024, City Council meeting minutes.

C. Consider approval of the February 15, 2024, City Council Workshop minutes.

D. Consider approval of the February 17, 2024, City Council Workshop minutes.

E. Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Sodium Bisulfite for an amount not to exceed \$15,000; and authorize the City Manager to sign the Addendum upon legal review.

F. Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Polyphosphate for an amount not to exceed \$35,000; and authorize the City Manager to sign the Addendum upon legal review.

G. Consider Addendum No. 1 for a one (1) year renewal agreement with DXI Industries, Inc., now known as PVS DX Inc., to provide Sodium Hypochlorite in an amount not to exceed \$65,000; and authorize the City Manager to sign the Addendum upon legal review.

- H. Consider ratification of Resolution 24-R-08, finding that the Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy, to change rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.
- I. Consider Resolution 24-R-09, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section One (1); and authorize the Mayor to sign upon legal review.
- J. Consider Resolution 24-R-10, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section Two (2); and authorize the Mayor to sign upon legal review.
- K. Consider Resolution 24-R-11, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Crossing, Section Seven (7); and authorize the Mayor to sign upon legal review.
- L. Consider Resolution 24-R-12, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Ridge, Sections One (1) and Two (2); and authorize the Mayor to sign upon legal review.
- M. Acknowledge receipt of the 2023 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.
- N. Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing American Rescue Plan Act (ARPA) funds in a total amount not to exceed \$53,815.
- O. Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing funds as budgeted in the FY23-24 budget, for a total amount not to exceed \$53,815.
- P. Consider a proposal with Horizon International Group through the Choice Partners JOC Cooperative Purchasing network for electro-mechanical lock set replacement for the Alvin Police Department Jail doors, in an amount not to exceed \$151,530; and authorize the City Manager to sign related documents upon legal review.
- Q. Consider approval of the updated Gulf Region Information and Dispatch (GRID) Interlocal Agreement for Implementation and Operation of GRID system with the City of League City.
- R. Consider the authorization of the sale of out-of-service police Motorola radios to Sunny Communications in an amount not to exceed \$41,500; and authorize the City Manager to sign related documentation upon legal review.
- S. Consider an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$180,000, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) Compliance Program - Phase 2; and authorize the City Manager to sign the Agreement upon legal review.

- T. Consider the purchase of Microsoft Software & Related Services for the City of Alvin from SHI Government Solutions through DIR Contract DIR-CPO-5237 for a term of three (3) years for an annual cost not to exceed \$85,855.84; and authorize the City Manager to sign related documents upon legal review.
- U. Consider the purchase of a 2024 Caterpillar Excavator from Mustang Machinery Company, LLC through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$57,473.29; and authorize the City Manager to sign related documents upon legal review.
- V. Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2024 season.
- W. Consider a master preliminary plat of Preservation Creek Phase 2 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, and the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision City of Alvin, Brazoria County, Texas.
- X. Acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

6. OTHER BUSINESS

- A. Consider an Agreement for Use of Public Water System Identification Number with W Land Development; and authorize the Mayor to sign the Agreement upon legal review.
- B. Consider a Memorandum of Understanding between the Community Health Network and the City of Alvin, to provide for a Qualified Mental Health Professional to work in conjunction with the Community Health Network and the City; and authorize the Mayor to sign the Memorandum of Understanding upon legal review.
- 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. EXECUTIVE SESSION

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

10. RECONVENE TO OPEN SESSION

- A. Consider and take action on the City Manager's recommendation for the appointment of an Economic Development Director.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY March 4, 2024 at 5:45 p.m.**



/s/ Dixie Roberts _____

Dixie Roberts, City Secretary

Removal Date: _____

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

City Secretary's Office

2024
Departmental
Update



City Secretary's Office

- Dixie Roberts, TRMC, CPM – ACM/CS/PIO
- Sara Cruz, Deputy City Secretary
- Suzanne Reed, Records Clerk

The City Secretary's Office is committed to providing friendly, customer-centered service through our dedicated team. We take pride in serving the Alvin community, City Council, and all other city departments with integrity.



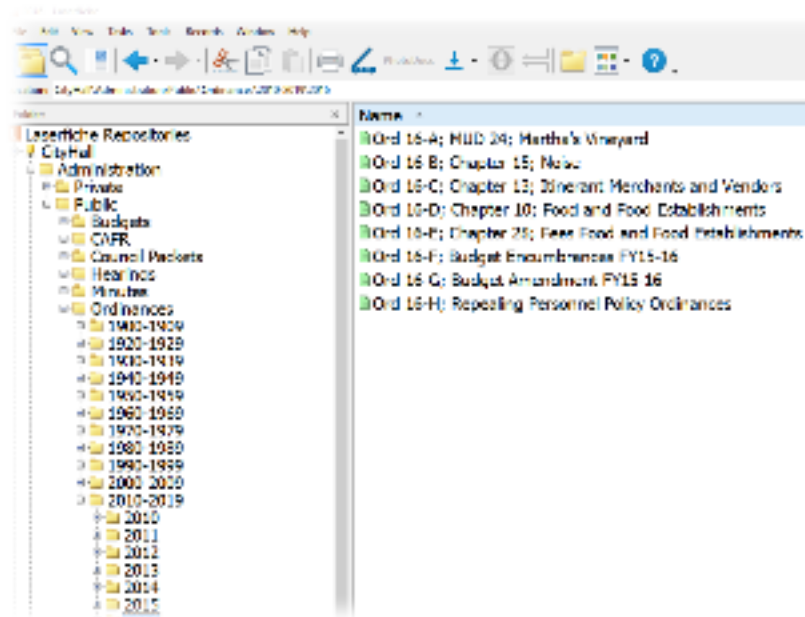
What does a City Secretary Do?



Official Duties

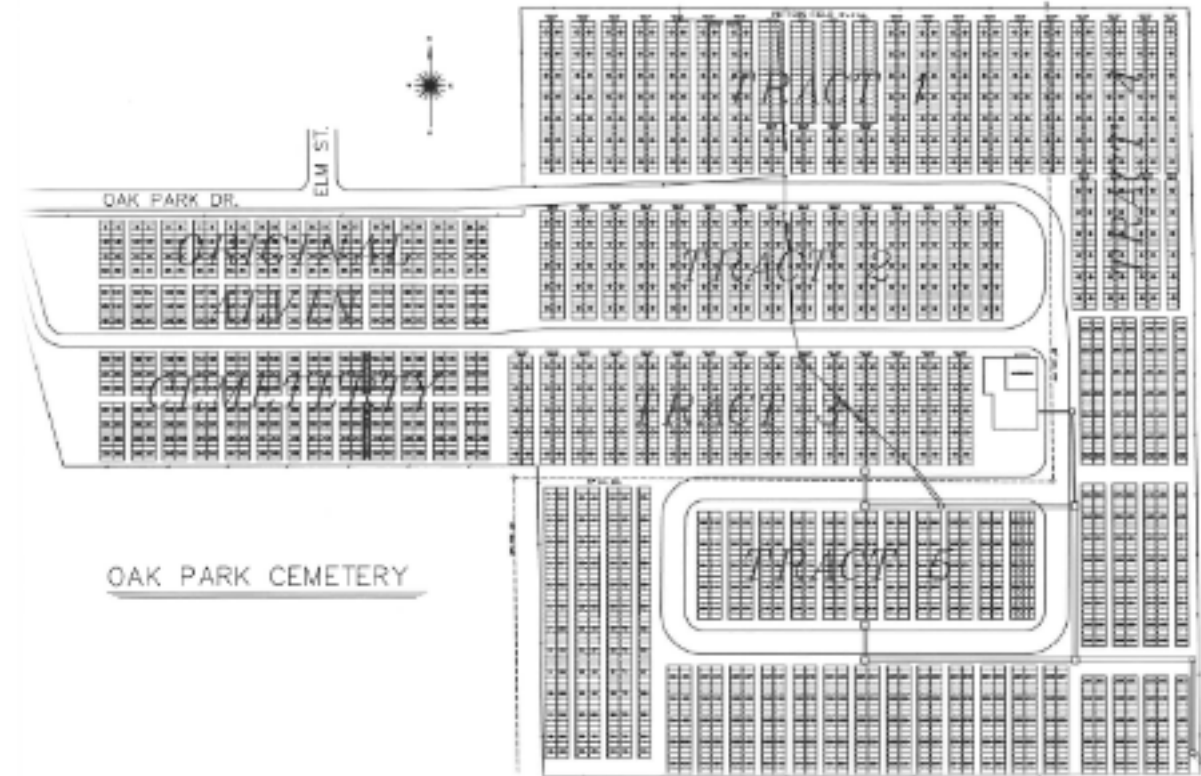
notary
publications research
ordinance customer
legal seal city
service archive
attest notices
authentication
correspondence

Records Management



Oak Park

Cemetery



Public Information Officer

- Manage City Website
- Manage City's Main Social Media Pages
 - Facebook
 - Instagram
 - Linked-in
 - YouTube
- Coordinate Information to local media
- Liaison to gather information from all departments
- Alvin Rail publication – published 2x annually
- Emergency Management Team

Get Connected



www.alvin-tx.gov



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@CoA.Emergency.Management
@alvinparksandrecreation
@AlvinCVB
@AlvinPoliceDepartment
@AlvinVolunteerFireDepartment

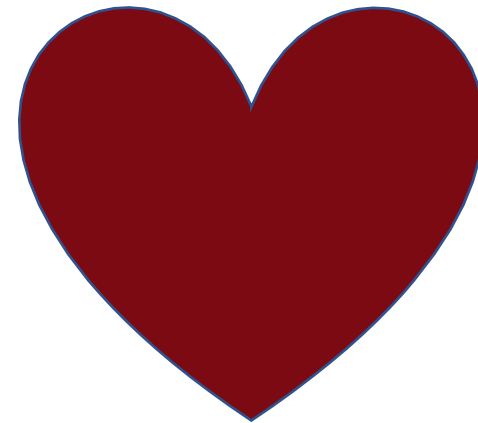


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Our Biggest Asset... Our Staff



WE



ALVIN

Questions

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**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP SESSION
THURSDAY, FEBRUARY 1, 2024
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; Council members: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Administrative Services.

WORKSHOP BUSINESS

Discuss Economic Development and the process involved in creating an Economic Development Corporation.

Loren Smith of Olson & Olson Law Firm, presented this item. Mr. Smith explained that an Economic Development Corporation is a non-profit organization established by cities for the purpose of promoting economic development using local sales tax to encourage development through approved projects. There are two types of Economic Development Corporations, type A and type B. Both types can fund projects that create jobs related to manufacturing, research and development and distribution centers. Type A differs in that it also extends that focus to military, recycling, warehouse and corporate headquarters facilities and is more restrictive on how funds can be spent. Type B usually funds projects considered to be community development initiatives related to professional and amateur sports, parks, entertainment, tourism and housing. Type B can also be used for water supply and conservation programs if those facilities are approved by the voters. Type B is required to wait 60 days from the first public notice of the project before providing funds, and hold public hearings on all projects. In both types, the members are appointed by City Council. Type A must have a minimum of 5 members, serving terms no longer than 6 years, with no state-imposed residency requirements. City Council could appoint itself to a Type A EDC board. Type B is composed of 7 members, of whom 4 total can be city council members or officials, serving no more than 2 years with specific residency requirements. Bylaws govern the operations of an EDC with the Council approving programs, projects and most expenditures. EDC board meetings are subject to the Open meetings Act and may deliberate in closed session only to receive information from or offer incentives to a business prospect. An EDC is also subject to the Public Information Act with exceptions being submitted to the Attorney General per state law. Funding for EDC projects can originate from sales and use tax proceeds, bonds, grants, interest on project loans, user admission fees and real estate profits. Cities can allocate a portion of the sales tax to fund projects only by voter approval.

Council member Moore asked how an EDC is initially funded if an election has not been conducted yet to allocate sales tax. Mr. Smith explained the EDC could take a loan from the General Fund through the budget. Council member DeKeyzer asked a question related to bonds, Mr. Smith clarified those details would be up to the lender. Council member DeKeyzer also asked if, for our current purposes, is the creation of an EDC even necessary; are there other options to satisfy current goals. Mr. Smith explained other management districts or a branch of the City could be developed to accomplish those same goals. Council member Castro asked what an EDC can do that an Economic Development Director cannot. Mr. Smith stated the biggest difference is an EDC can collect sales tax specifically for its use, a Director as an employee is funded through the City budget.

ADJOURNMENT

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

PASSED and APPROVED the 7th of March 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, FEBRUARY 1, 2024
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; Council members: Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services.

INVOCATION AND PLEDGE OF ALLEGIANCE

Amy Shelton with Hope Tabernacle Church gave the invocation. Council member Starkey led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PUBLIC COMMENT

Vicky Smith, owner of the Chameleon, presented comments in the form of a poem related to the rebuilding of her business.

John Jasso, Chair of the Host Committee of the Brazoria County Veterans Association, presented a plaque to the City Council in gratitude for their support of local Veterans and past participation in the parades; this being their 25th Anniversary.

Richard Harrington presented comments regarding issues on Dickinson Road related to truck routes, culverts and signage.

CONSENT AGENDA

Consider approval of the January 18, 2024, City Council Workshop minutes.

Consider approval of the January 18, 2024, City Council meeting minutes.

Consider Resolution 24-R-03, calling and establishing the procedures for the May 4, 2024, General Election in Alvin, Texas, and providing for related matters thereto.

This Resolution is calling the City of Alvin General Election for Saturday, May 4, 2024, to elect members to City Council District B, District C, and At Large Position 1. The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law. The first day to file for a place on the May 2024 General Election ballot was Wednesday, January 17, 2024, and continues through Friday, February 16, 2024. Early Voting will begin on Monday, April 22, 2024, and will go through Tuesday, April 30, 2024, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations (subject to change)

- Angleton (Main): East Annex, 1524 E. Mulberry
- Alvin: Alvin Library, 105 S. Gordon
- Brazoria: Brazoria Library, 620 S. Brooks
- Freeport: Freeport Library, 410 Brazosport Blvd.
- Lake Jackson: Doris Williams Civic Center, 333 E. Hwy 332
- Manvel: Manvel Annex, 7313 Corporate Dr.
- Pearland East: Tom Reid Library, 3522 Liberty Dr.
- Pearland West: West Pearland Community Center, 2150 Countryplace Pkwy.
- Shadow Creek: West Pearland Library, 11801 Shadow Creek Pkwy.

- Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
- West Columbia: Precinct 4 Building #2, 121 N. 10th Street

Early voting dates and hours:

- April 22-27; 8am-5pm
- April 29-30; 8am-5pm

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 4th General Election will be also be considered at this meeting. Staff recommends approval of Resolution 24-R-03.

Consider Ordinance 24-F, ordering a special election to be held on the adoption of amendments to the Charter of the City of Alvin; designating May 4, 2024 as the date of the election; designating the hours, election precincts and polling places; authorizing a joint election; providing for an election contract; providing for the election to be conducted by Brazoria County; providing for notice and holding of the election; providing for early voting; designating the official newspaper of the City; and providing for other matters related thereto.

The City Charter requires special elections to be called by ordinance. This Ordinance calls for a special election for the purpose of submitting amendments to the City's Charter to the public for a vote. These amendments are the recommendations of the Charter Review Commission and additional amendments initiated by City Council. This Ordinance calls for 36 propositions for voter consideration. Upon approval of this Ordinance by Council, these amendments will be submitted to the public for vote at a Special Election on May 4, 2024.

In 2009, four propositions were submitted to the voters and all four were approved.

In 2013, ten propositions were submitted to the voters and eight were approved.

In 2017, fifty-seven (57) propositions were submitted to the voters and 39 were approved.

In 2021, thirty-nine (39) propositions were submitted to the voters and all 39 were approved.

This year, there are thirty-six (36) propositions that will be submitted to the voters pending the adoption of Ordinance 24-F.

The propositions will be placed on the city's website after the special election has been called through the adoption of this Ordinance. The Charter Review's report that includes the rationale behind each change is currently listed on the website for public review. Staff recommends approval of Ordinance 24-F.

Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 4, 2024, General and Special Election; and authorize the Mayor to sign upon legal review.

This is a contract for election services with Brazoria County to conduct the May 4, 2024, General Election for City Council District B, District C, and At Large Position 1. This contract is similar to the contract authorized by City Council every year to conduct city elections. The cost for this General and Special Election could range anywhere from \$5,000 to \$12,000. The cost depends on how many other jurisdictions will be holding a May election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2018:	\$ 4,700
May 2019:	\$11,000
Nov 2020:	\$12,300 – (May 2020 election moved to November because of COVID)
May 2021:	\$ 6,200
May 2022:	\$10,600
May 2023:	\$ 8,020

Early voting and Election Day voting will take place at the Alvin Library. Registered voters have the flexibility to cast their votes at any Early Voting location within the County during the Early Voting period. On Election Day, they also have the option to vote at any Voting Center located in Brazoria County. Staff recommends approval of said contract.

Consider Resolution 24-R-05, adopting the Alvin Recreation Center Rules and Regulations; and setting forth other matters related thereto.

Over the previous months, City staff have met routinely to discuss the ownership and operational transition of the YMCA facility to the City. Part of these meetings required staff to create Rules, Regulations & Fees for the usage of the Recreation Center. Staff utilized Lake Jackson and Angleton recreation center policies as a framework to create this policy. The Parks Board reviewed and provided recommendations at their January 6, 2024, meeting. These recommendations were incorporated into the policy which was presented to City Council at the January 18, 2024, workshop. The recommendations from City Council, which are as follows, have been incorporated into the policy:

- offer no cost memberships to City of Alvin employees & members of the Alvin Volunteer Fire Department
- offer \$5 member guest pass
- eliminate redundancy in recreation center rules
- operate seven (7) days per week

* no cost memberships for employees and AVFD will be added to the personnel policy and not included in the rules and regulations

Consider Ordinance 24-G, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding fees for memberships, room rentals, and party

packages for the Alvin Recreation Center located at 3201 State Highway 35, Alvin, Texas; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

Over the previous months, City staff has met routinely to discuss the ownership and operational transition of the YMCA facility to the City. Part of these meetings required staff to create Rules, Regulations & Fees for the usage of the Recreation Center. Staff utilized Lake Jackson and Angleton recreation center policies as a framework to create this policy. The Parks Board reviewed and provided recommendations at the January 6, 2024 Park Board meeting. These recommendations were included in the policy which was presented to City Council at the January 18, 2024 workshop. City Council recommendations were as follows, and have been included in the ordinance:

- offer \$5 member guest pass

Staff recommends approval of Ordinance 24-G.

Consider Resolution 24-R-04, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign the Agreement upon legal review.

The City owns the former Alvin Post Office facility located at 300 W. Sealy Street, Alvin. In 1998, 2016 and 2017, 2019, the City adopted resolutions providing for the Alvin Museum Society's right to occupy and utilize the building for the purpose of collecting, maintaining, preserving and showcasing documentation, artifacts and relics of Alvin's past.

This Resolution amends the current agreement to reflect the following minor changes recommended by staff and the Alvin Museum Society:

1. remove wording that refers to the building as the 'former old Alvin Post Office' and using the word 'museum'
2. includes telephone services as a responsibility of the city (to reflect current practice as the city currently pays for telephone services at the museum)
3. grammatical changes

Staff recommends approval of Resolution 24-R-04.

Acknowledge receipt of the FY 24-Q1 Quarterly Investment Report ending December 31, 2023.

Per the City's investment policy, the investment officer shall provide the governing body with a report detailing the investment activities of the City not less than quarterly. The report provides an overview of the financial health of the City and shows the results of the various investment options used. Commentary and the results of FY23-Q4 investment report are included to provide scope and historical data.

Consider a final plat of Laurel Landing (located along the east side of North Gordon 0.25 miles south of the Victory Ln.) being a planned unit development of 30.52 acres of land situated in Section 22, Hooper & Wade survey, Abstract No. 491, City of Alvin, Brazoria County, Texas.

On November 14, 2023, the Engineering Department received the final plat of Laurel Landing for review. The property is located along the east side of North Gordon 0.25 miles south of Victory Lane, being 30.52 acres of land containing 125 lots, 2 reserves, and 2 blocks. This plat complies with the City's Subdivision Ordinance and with the previously approved MUD 51 Utility Services Contract that was approved by City Council on October 21, 2021 via Resolution 21-R-26.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Consider a master preliminary plat of Preservation Creek Phase I (located along the south side of FM 1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 65.30 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, City of Alvin, Brazoria County, Texas.

On December 18, 2023, the Engineering Department received the master preliminary plat of Preservation Creek Phase I for review. The property is located along the south side of Farm to Market 1462, 1.0 mile east of the SH-288 intersection. The development consists of 139 lots, 10 reserves, and 7 blocks. The plat complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023 and the Preservation Creek General Plan approved by Council on December 7, 2023.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Consider a master preliminary plat of Preservation Creek MUD Lift Station No. 1 (located along the south side of FM1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres of land, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.

On December 18, 2023, the Engineering Department received the master preliminary plat of Preservation Creek Phase MUD Lift Station No. 1 for review. The property is located along the south side of Farm to Market 1462, 1.0 mile east of the SH-288 intersection, and consists of 0.19 acres containing 1 reserve and 1 block. The plat complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023 and the Preservation Creek General Plan approved by City Council on December 7, 2023.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Consider an amendment to the Agreement with American Janitorial Services, LTD to provide janitorial services at the Alvin Recreation Center located at 3201 Highway 35 for an amount not to exceed \$38,456; and authorize the City Manager to sign the Agreement upon legal review.

American Janitorial Services, LTD currently provides janitorial service for all city facilities. AJS was originally awarded the contract through public bid process B-22-04 on April 21, 2022, for \$140,976 and renewed for the first of three annual renewals on May 4, 2023 for \$143,136. The current agreement expires September 30, 2024, and remains eligible for renewal.

AJS currently provides janitorial service for the Alvin YMCA. Staff recommends maintaining the current janitorial schedule of seven days per week and including a day porter Monday through Friday, six hours per day.

Janitorial Services (March 1 through Sept 30, 2024) - \$38,456	
Evening Services 7 days per week	\$3,558 per month
Day Porter Monday through Friday 6 hours per day	\$1,935.70

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend an annual renewal of the agreement with AJS at the October 1, 2024 city council meeting that would extend the agreement through September 30, 2025.

Consider an amendment to the Agreement with The Brandt Companies, LLC to include HVAC equipment at the Recreation Center located at 3201 Highway 35 as part of the HVAC preventative maintenance and repair scope of services for an additional annual amount not to exceed \$15,489.00; and authorize the City Manager to sign the Agreement upon legal review.

The Brandt Companies, LLC currently provides Heating Ventilation and Air Conditioning preventative maintenance and repair for all City buildings. The original agreement which included the first full year of service was approved by City Council on August 4, 2022, for an amount of \$84,667.00. The agreement was renewed for the first of three annual renewals on May 2, 2023 for an amount of \$84,667.00. The current agreement expires September 30, 2024, and remains eligible for renewal. This proposal is for an amendment to the existing agreement, adding HVAC preventative maintenance and repair to the Alvin Recreation Center, at a cost of \$15,489.00 (annually), beginning March 1 through September 30, 2024. HVAC equipment repair and replacement services provided by The Brandt Companies, LLC are utilized on an "as needed" basis with all costs pre-priced with "not to exceed" pricing already established by the Choice Partners cooperative purchasing network.

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) Fast Track procurement process*
- 2.) Lower procurement and administrative costs*
- 3.) Fewer change orders and claims*
- 4.) Competitively bid local pricing in lump sum proposal*
- 5.) Ability to accomplish a substantial number of individual projects with a competitively bid contract*
- 6.) Oversight through Choice Partners with audits the accuracy of all job order contract proposals*

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend an annual renewal of The Brandt Companies, LLC Agreement at the October 1, 2024 council meeting that would extend the agreement through September 30, 2025.

Consider an amendment to the Agreement with LTS Lawncare to include manicured mowing services at the Recreation Center located at 3201 Highway 35 as part of the manicured mowing services agreement for an additional annual amount not to exceed \$31,500.00; and authorize the City Manager to sign the Agreement upon legal review.

LTS Lawncare currently provides manicured mowing services for select City-owned and State Right of Way property including parkland, life stations, water wells, and various building grounds. LTS is currently awarded two different manicured mowing agreements. The Recreation Center would be added to the agreement originally awarded through the public bid process B-21-11 on May 2, 2021, at an original bid price of \$114,355.59, renewed on April 21, 2022 for the first of three renewals at the price of \$118,956.64, renewed for the second of three renewals on May 4, 2023 for the current price of \$123,714.91. The current agreement expires September 30, 2024, and remains eligible for one more annual renewal.

Manicured Mowing Services (March 1 through Sept. 30, 2024) - \$31,500	
Lawn care per cut price \$875 @ 28 cuts	\$24,500
Maintain front ditch per cut price \$250 @ 28 cuts	\$ 7,000

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend the third and final annual renewal of the LTS Lawncare Agreement (B-21-11) at a future City Council meeting, which would renew the agreement through September 30, 2025.

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

OTHER BUSINESS

Discuss and consider Resolution 24-R-06, appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

Judge Mohamad "Mo" Ghuneim assumed the role of Presiding Judge in March 2020, was reappointed in 2022, and expresses a desire to extend his service to the City of Alvin in the capacity of Presiding Judge. His current Employment Agreement is set to expire on March 5, 2024. Judge Mo is responsible for presiding over trials and other court proceedings, performing certain magistrate functions, and overseeing the general administration of the court. Staff recommends approval of Resolution 24-R-06 for the reappointment and the approval of the Employment Agreement with Judge Ghuneim.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Starkey moved to approve Resolution 24-R-06, appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Resolution 24-R-07, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

Article VI Section 2 of the Code of Ordinance authorizes City Council to appoint Associate Judges as deemed appropriate and necessary by the presiding judge. Presiding Judge Mohamad Ghuneim consents to the reappointment of Mike Merkel as Associate Judge of the City of Alvin. Judge Mike Merkel began serving as an Associate Judge for the City of Alvin in 2013 – overseeing the City’s magistrations in the City jail on a volunteer basis. As an associate judge, Judge Merkel will receive direction from the Presiding Judge, Mohamad Ghuneim, for his duties which include, but are not limited to, arraigning prisoners in the City jail. The terms and conditions of the proposed Employment Agreement are the same, minus a few grammatical corrections. Staff recommends approval of Resolution 24-R-07 and the Employment Agreement.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Resolution 24-R-07, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider authorizing an expenditure for the rehabilitation of the Verhalen and North Bypass 35 Elevated Water Towers to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS) in the amount not to exceed \$766,670.00; and authorize the City Manager to sign related documents upon legal review.

Public water systems are required by the Texas Commission on Environmental Quality (TCEQ) to have potable water tanks/towers inspected annually. In years past, these inspections were done by scuba divers or remote operated vehicles (ROV). The diver process is essentially a human diver that inspects the tank by diving underwater in the tank to perform the inspection. The ROV process is a remotely-operated vehicle having a camera with the ability to operate underwater while being controlled by a trained inspector. The City of Alvin has used both methods completed by reputable companies annually in previous years, and both methods are approved by TCEQ.

Over the last year, staff noticed the deterioration of the exterior coatings on the Verhalen and Bypass 35 water towers, and, as a result, we opted to have a more in-depth inspection that would include structural integrity, corrosion prevention, improving water quality, and regulatory compliance. During the in-depth inspection, several defects were revealed to the staff. For example, the Verhalen water tower inspection revealed excessive steel loss (minor holes forming in the roof), delamination of the existing coating, excessive coating materials from previous coatings, corrosion, and minimal sediment buildup inside the tank. Based on these findings, the Verhalen tank will need to be drained and sand blasted; the roof access hatch and the corroded steel will need to be repaired/replaced; coatings will need to be applied, and lastly, the tower will need to be cleaned and disinfected before being put back into service. The current cost to complete this work is \$608,420.00.

On the other hand, the Bypass 35 water tower's inspection results were much better than the Verhalen tank's inspection. The interior and exterior of the tank need to be cleaned (pressure washed), coating applied -- with City logos -- and disinfected. This tank's scope of work is not as invasive as the Verhalen tank because it is newer, but the life of the current coating is deteriorating, showing signs of corrosion and will continue to get worse as time goes on unless addressed. The cost for the work for the Bypass 35 tower is \$158,250.00.

The Verhalen water tower was constructed in 1988 and last re-coated in 2012. The Bypass 35 tower was constructed in 2008 and has the original coating from that construction. The typical life of these coatings is around 15 years. These water towers are essential for storing 1,250,000 million gallons of water, distributing drinking water to our community, and are crucial for public health and safety. The needed repairs and the re-coating are crucial for the structural integrity of the towers, ensuring they can withstand the environmental elements they are often exposed to. The re-coating on the interior and exterior will extend the lifespan of the structure, reduce the risk of contamination of the water supply, and ensure that TCEQ compliance is met.

Staff recommends Maguire Iron Inc. to service/repair the Verhalen and Bypass 35 water towers. Maguire Iron Inc. has been in the water storage tank industry since 1915. They offer a full spectrum of water storage tank services, including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings, service agreements, full-service maintenance programs, tank mixing, tank chemical cleaning, year-round emergency services, and tank inspections by National Association of Corrosion Engineers (NACE) certified inspectors. Magurie Iron Inc. is a member of a cooperative purchasing agency -- The Interlocal Purchasing System (TIPS). If approved, the contract for each water tower will be procured utilizing TIPS under the contract number 23010401.

The following documents are included in the city council packet: tank inspection photos, proposals including the scope of work for each tank, and the Maguire Iron qualification statement. Funding for this project will come from interest earnings on the 2020 Water & Sewer Revenue Bonds.

Brandon Moody, Director of Public Services, presented this item before City Council with explanation. Council member Starkey asked how this process could be changed to avoid major maintenance repairs in the future. Mr. Moody explained that in the past, this service has been provided by contractors through the competitive bid process and further explained that he plans to negotiate a maintenance agreement with Maguire Iron Inc. for regular inspections and cleaning. Roxanna with Maquire Iron Inc explained the scope and focus of the services they provide, including the liability of a maintenance program with a 2-year warranty on the paint and extended options for all other services. Council agreed they prefer the white background displaying the regular city logo to be used for the repainting of the water towers.

Council member Castro moved to authorize an expenditure for the rehabilitation of the Verhalen and North Bypass 35 Elevated Water Towers to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS) in the amount not to exceed \$766,670.00; and authorize the City Manager to sign related documents upon legal review. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider an Agreement with E-Contractors through the Choice Partners Cooperative Purchasing Network in an amount not to exceed \$415,000, for improvements to the Alvin Recreation Center; and authorize the City Manager to sign the Agreement upon legal review.

In the months leading up to the purchase of the YMCA facility, staff conducted several site visits in addition to hiring a consultant to complete a facility condition assessment. Staff utilized Choice Partners Cooperative Purchasing Network and solicited E-Contractors to provide construction services. The total not to exceed the scope of work cost includes an anticipated 2.5% for performance & payment bond and 6% contingency.

Scope of Work - \$415,000	
Replacement of wooden basketball gym floor	\$121,709.00
Pressure wash exterior of entire building	\$31,143.00
Remove YMCA branding & Stripe Parking Lot	\$48,980.00
Replacement of exterior perimeter fence	\$108,702.00
Replacement of fire alarm	\$102,485.00

Advantages of using Choice Partners Cooperative Purchasing Network:

- * Fast track procurement process
- * Lower procurement and administrative costs
- * Fewer change orders and claims
- * Competitively bid local pricing in lump sum proposal
- * Ability to accomplish a substantial number of individual projects with competitively bid contract
- * Oversight through Choice Partners, which audits the accuracy of all job order contract proposals

Staff recommends approval of the Agreement with Choice Partners.

Dan Kelinske, Director of Parks & Recreation, presented this item before City Council with explanation. Mr. Kelinske summarized all the items covered in the proposed contract to be updated.

Council member Moore moved to approve an Agreement with E-Contractors through the Choice Partners Cooperative Purchasing Network in an amount not to exceed \$415,000, for improvements to the Alvin Recreation Center; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Garivey; 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. Roland announced items of community interest; and he reviewed the preliminary list for the March 7, 2024, City Council Meeting. There will be no regular Council meeting on February 15. Instead, a Strategic Planning Workshop will be held at the Alvin Fire/EMS Station at 6:00 p.m.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey congratulated Alvin High School ROTC for their recent accomplishment of qualifying for Regionals. He also wished Happy Birthday to his son, Rocky.

Council member Starkey congratulated Bobette McGilberry on her retirement after 25 years of dedicated service to the City of Alvin Police Department. He also mentioned Brazoria County is holding Community Meetings hosted by Alvin Public Library on Monday nights. He also extended kudos to Officer Wilson for his interactions with the children that attended the last Coffee With Cops event.

Mayor Adame announced on behalf of the Alvin Noon Lions Club the upcoming Casino Night Event being held at Alvin Community College, Friday, February 16 at 6:00 p.m. Tickets will be \$50. The mayor also wanted to pass on kudos to the Alvin Police Department for their handling of the recent shooting in Alvin.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:45 p.m.

PASSED and APPROVED the 7th of March 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
801 E. SOUTH STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, FEBRUARY 15, 2024
6:00 PM**

CITY COUNCIL DINNER SERVED - 6:00 P.M.

WORKSHOP CALL TO ORDER - 6:30 P.M.

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 Training Room at the Fire/EMS Station, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Council members: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager and Dixie Roberts, Assistant City Manager/City Secretary.

WORKSHOP BUSINESS

City Council Strategic Planning Session.

Ron Cox, with Ron Cox Consulting, was present to conduct a City Council retreat as part of the City of Alvin Visioning and Goal Setting process. Key components of governance highlighted included effective leadership, meaningful communication, understanding of roles, proactive vision, and planning. He emphasized the importance of leadership from both the Mayor and Council, as well as the staff, while also identifying potential hindrances to effective leadership such as lack of commitment, trust, creativity, and wisdom. Effective leaders foster an atmosphere of understanding, recognizing the diverse personalities within the council and the unique dynamics of each council. In terms of governance, meaningful communication is paramount. This communication must extend to citizens, council members, and staff, as it forms the basis for informed decision-making. Respect for the interests of council members and the experience of staff is essential, as is the cultivation of trust between council members and staff, all of whom share the common goal of serving the community. It emphasizes the importance of being firm on issues while maintaining a compassionate approach toward people. Effective Governance must also seek to understand the roles of the Council and Staff as defined by the City Charter and manifested through policy. This effectiveness is based on proper planning and a vision for the future expressed through a goal-oriented mission statement. Open discussion was had on the aforementioned information.

A workshop is scheduled for Saturday, February 17, 2024, from 9:00 a.m. - 3:00 p.m. in the Training Room of the Alvin Fire/EMS Station for members of City Council and department heads. A staff implementation workshop will be conducted on March 7, 2024, and a final report will be presented at a future meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 9:31 p.m.

PASSED and APPROVED the 7th of March 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
801 E. SOUTH STREET
CITY COUNCIL WORKSHOP MEETING
SATURDAY, FEBRUARY 17, 2024
9:00 AM**

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 9:00 AM in the Training Room at the Fire/EMS Station, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Council members: Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Kendall Hunting, Fire Chief; Dan Kelinske, Parks and Recreation Director; Brandi Molina, Director of Human Resources; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; Ron Schmitz, EMS Director/Emgey Mgmt. Coordinator; Chris Thomas, Director of Administrative Services; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

City Council and Executive Team Strategic Planning Session.

Ron Cox, from Ron Cox Consulting, led a city council and staff retreat as a component of the City of Alvin Visioning and Goal Setting initiative. Mr. Cox conducted a review of the prior meeting held with council members and department heads. Everyone in attendance engaged in a SWOT Analysis to compile the City's perceived strengths, weaknesses, obstacles, and threats. Participants were divided into four groups, each tasked with reviewing each category of the analysis. Subsequently, staff reconvened to collectively examine each category in depth. The insights gathered will contribute to the production of the final report.

A staff implementation meeting will be held on February 27, 2024, and a final report will be presented at a future Council Meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 1:30 p.m.

PASSED and APPROVED the 7th of March 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Sodium Bisulfite for an amount not to exceed \$15,000; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: Sodium Bisulfite is a product used in the wastewater treatment process to remove chlorine disinfection prior to discharging the final effluent into the receiving waters.

City Council awarded the bid (B-23-05) to Hawkins, Inc. as the vendor to provide sodium bisulfite at \$2.71 per gallon on March 16, 2023. Hawkins has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. Hawkins has agreed to extend the contract for providing sodium bisulfite for an additional one (1) year at the same terms and conditions.

Staff recommends extending the contract with Hawkins for providing sodium bisulfite.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$15,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: CT 2/29/24

Supporting documents attached:

1. Sodium Bisulfite Addendum No. 1 - 2024-2025
2. Exhibit A; Sodium Bisulfite Agreement
3. Exhibit B; Vendor Email Confirmation

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Sodium Bisulfite for an amount not to exceed \$15,000.00; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

ADDENDUM NO. 1
TO THE
SODIUM BISULFITE AGREEMENT
BETWEEN THE CITY OF ALVIN AND HAWKINS, INC.

THIS Addendum No. 1 to the Sodium Bisulfite Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2024, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **HAWKINS, INC.** (“Contractor”).

WHEREAS, on March 16, 2023, the City approved and entered into a Sodium Bisulfite Agreement with **HAWKINS, INC.** to provide the chemical, Sodium Bisulfite, to the **CITY** in complete accordance with the City’s specifications, conditions, and prices in accordance with the Instructions to Bidders, Bid Specifications, and Bid Form, attached as Exhibit “A”; and

WHEREAS, the Agreement provided for a term ending on March 16, 2024; and

WHEREAS, under the Term Section of the Agreement it states this Agreement may be renewed for one (1) additional year with the same terms and conditions; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional year ending March 7, 2025. (See letter attached as Exhibit B).

WITNESSETH:

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

I.

The original Agreement entered into between the **CITY** and **HAWKINS, INC.** is hereby extended for an additional year, ending March 7, 2025. This renewal term is subject to all the provisions contained within the original Agreement.

II.

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

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

This Agreement is entered into as of the date in the first paragraph.

THE CONTRACTOR:

HAWKINS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST/SEAL

By: _____

Printed Name: _____

Title: _____

Date: _____

THE CITY:

CITY OF ALVIN, TEXAS

By: _____

Junru Roland
City Manager

Date: _____

ATTEST/SEAL

By: _____

Dixie Roberts
City Secretary

Date: _____

APPROVED AS TO FORM:

By: _____

Suzanne L. Hanneman
City Attorney

STATE OF TEXAS §
COUNTY OF BRAZORIA §

DESCRIPTION

AGREEMENT

TERM

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This Agreement is entered into as of the date in the first paragraph.

THE CONTRACTOR:

HAWKINS, INC.

By: Daryl Bullinger
Daryl Bullinger (Mar 22, 2023 08:30 CDT)

Printed Name: daryl Bullinger

Title: Sales

Date: 3/22/23

ATTEST/SEAL

By: Daryl Bullinger
Daryl Bullinger (Mar 22, 2023 08:30 CDT)

Printed Name: Daryl Bullinger

Title: Sales

Date: 3/22/23

THE CITY:

CITY OF ALVIN, TEXAS

By: [Signature]

Junru Roland
City Manager

Date: 3/16/23

ATTEST/SEAL

By: [Signature]

Dixie Roberts
City Secretary

Date: 3/16/23

APPROVED AS TO FORM:

By: [Signature]

Suzanne L. Hanneman
City Attorney

B-23-05
SODIUM BISULFITE
BID TAB

VENDOR	TOTAL BID PRICE	DELIVERY TIME
Hawkins	\$2.71/ Gallon	3-5 days
Purify	\$2.78/Gallon	48 hours
Univar Solutions	\$3.36/Gallon	3 days



CITY OF ALVIN

Public Works Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • www.alvin-tx.gov

ADVERTISEMENT AND INVITATION FOR BIDS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2nd floor, Alvin, Texas 77511.

**SODIUM BISULFITE
B-23-05**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at www.alvin-tx.org.

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts
Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: Bid # B-23-05 SODIUM BISULFITE

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

- Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
- a. Reason for believing collusion exists between the bidders.
 - b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
 - c. The bidder being interested in any litigation against the City.
 - d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
 - e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
 - f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
 - g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidder's goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the

work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum Insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation Insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

(1)	Bodily injury and Property Damage:	\$1,000,000
	General Aggregate Limits:	\$2,000,000

	Products/Completed Operations Aggregate Limits:	\$500,000
--	---	-----------

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

(1)	Combined Single Limit	\$1,000,000
(2)	Property Damage	\$500,000

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnify and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

SODIUM BISULFITE

B-23-05

1.00 DESCRIPTION

Appearance:	Clear pale yellow liquid
Odor:	Sulfur
PH:	3.5-5.0
Specific Gravity:	1.31-1.38
Solubility in Water:	Complete

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in sodium bisulfite production. Chemical shall be a virgin product that is NSF approved. **NOT A BI-PRODUCT.**

1.02 REQUIREMENTS: 38-42% NaHSO₃ by weight to be delivered to the City's Wastewater Treatment Plant. Quantity ordered will be a minimum of 1,000 gallons per shipment to be distributed to the Wastewater Treatment Facility. The bid price shall be good for one year from the award date. The estimated amount of NaHSO₃ to be consumed for twelve month period will be between forty thousand (40,000) and sixty thousand (60,000) gallons. The purchased chemical shall be delivered within forty eight hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation and Employers Liability.

BID FORM

PROPOSAL IDENTIFICATION: **Bid# B-23-05**
 SODIUM BISULFITE

THIS BID IS SUBMITTED TO: **Office of City Clerk**
 City of Alvin
 216 West Sealy
 Alvin, Texas 77511

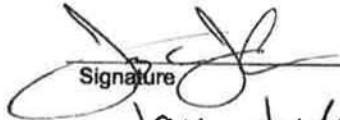
1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Minnesota, authorized to do business in the State of Texas.

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,


Signature
Jay Judge
Typed or Printed Name
Regional Manager
Position with Company
Hawkins, Inc.
Company Name
2830 Spring Cypress Road
Street Address
Spring / TX / 77388
City/State/Zip
281-705-3008
Phone
N/A
Fax

BID SUMMARY

TOTAL BID PRICE	 \$2.71 /gallon
DELIVERY TIME	3-5 days

No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

n/a

2☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

n/a

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

n/a

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☒

No

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

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

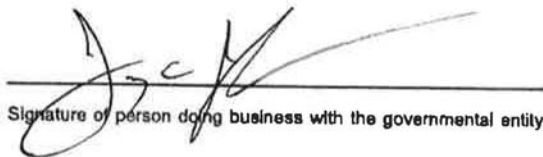
No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

n/a

7


Signature of person doing business with the governmental entity

02-10-23
Date

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is no interested party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Sodium Bisulfite Agreement; Hawkins; 2023

Final Audit Report

2023-03-22

Created:	2023-03-22
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd45J0v-COoL-ucSvQuvKkWNRnI9v9V73

"Sodium Bisulfite Agreement; Hawkins; 2023" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-03-22 - 1:24:03 PM GMT
-  Document emailed to daryl.bullinger@hawkinsinc.com for signature
2023-03-22 - 1:26:23 PM GMT
-  Email viewed by daryl.bullinger@hawkinsinc.com
2023-03-22 - 1:26:42 PM GMT
-  Signer daryl.bullinger@hawkinsinc.com entered name at signing as Daryl Bullinger
2023-03-22 - 1:30:36 PM GMT
-  Document e-signed by Daryl Bullinger (daryl.bullinger@hawkinsinc.com)
Signature Date: 2023-03-22 - 1:30:38 PM GMT - Time Source: server
-  Agreement completed.
2023-03-22 - 1:30:38 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



ADVERTISEMENT AND INVITATION FOR BIDS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2nd floor, Alvin, Texas 77511.

**SODIUM BISULFITE
B-23-05**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at www.alvin-tx.org.

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts

Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-05 SODIUM BISULFITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the

work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

- | | | |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
| | General Aggregate Limits: | \$2,000,000 |

	Products/Completed Operations Aggregate Limits:	\$500,000
--	---	-----------

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

- | | | |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage | \$500,000 |

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

SODIUM BISULFITE

B-23-05

1.00 DESCRIPTION

Appearance:	Clear pale yellow liquid
Odor:	Sulfur
PH:	3.5-5.0
Specific Gravity:	1.31-1.38
Solubility in Water:	Complete

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in sodium bisulfite production. Chemical shall be a virgin product that is NSF approved. **NOT A BI-PRODUCT.**

1.02 REQUIREMENTS: 38-42% NaHSO₃ by weight to be delivered to the City's Wastewater Treatment Plant. Quantity ordered will be a minimum of 1,000 gallons per shipment to be distributed to the Wastewater Treatment Facility. The bid price shall be good for one year from the award date. The estimated amount of NaHSO₃ to be consumed for twelve month period will be between forty thousand (40,000) and sixty thousand (60,000) gallons. The purchased chemical shall be delivered within forty eight hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation and Employers Liability.

BID FORM

PROPOSAL IDENTIFICATION: Bid# B-23-05
 SODIUM BISULFITE

THIS BID IS SUBMITTED TO: Office of City Clerk
 City of Alvin
 216 West Sealy
 Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of _____, authorized to do business in the State of Texas.

A Partnership, composed of: _____.

An Individual, operating under the name of: _____.

Respectfully Submitted,

Signature

Typed or Printed Name

Position with Company

Company Name

Street Address

City/State/Zip

Phone

Fax

BID SUMMARY

TOTAL BID PRICE	
DELIVERY TIME	

No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes

☐ No

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

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is no interested party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Brandon Moody

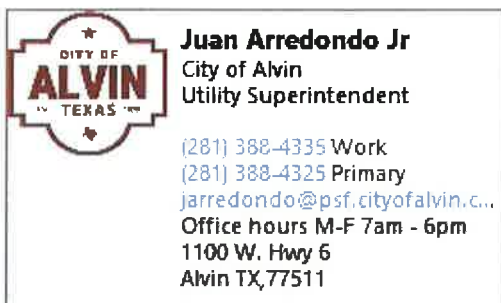
From: Juan Arredondo
Sent: Monday, January 29, 2024 7:45 AM
To: Brandon Moody; Sara Cruz
Cc: Christina Cardona
Subject: FW: pricing

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

Please read email below from Hawkins.

Thanks,



From: Johnny Morris <Johnny.Morris@hawkinsinc.com>
Sent: Monday, January 29, 2024 7:35 AM
To: Juan Arredondo <jarredondo@psf.cityofalvin.com>
Subject: pricing

Johnny,

I am writing this this to inform you that Hawkins Inc. will honor the set pricing of

Napco 214 D \$7.68 a gallon and sodium bisulfite \$2.71 per gallon until March 2025 when new bid comes in.

Thanks Johnny Morris
Hawkins Inc.





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Polyphosphate for an amount not to exceed \$35,000; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: Phosphates have many uses in the treatment of drinking water. They are used to prevent "red" (from iron) and "black" (from manganese) water; to prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and to reduce soluble lead and copper in potable water delivered to the consumer's tap

The Council awarded the bid (B-23-06) to Hawkins, Inc. as the vendor to provide polyphosphate at \$7.68 per gallon on March 16, 2023. Hawkins has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. Hawkins has agreed to extend the contract for providing polyphosphate for an additional one (1) year at the same terms and conditions.

Staff recommends extending the contract with Hawkins for providing polyphosphate.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6001-00-2425 **Amount:** \$35,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Polyphosphate Addendum No. 1 - 2024-2025
2. Exhibit A; Polyphosphate Agreement; Hawkins; 2023
3. Exhibit B; Vendor Email Confirmation

Recommendation: Move to approve Addendum No. 1 for one (1) year renewal agreement with Hawkins, Inc. to provide Polyphosphate for an amount not to exceed \$35,000; and authorize the City Manager to sign the Addendum upon legal review.

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

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

ADDENDUM NO. 1
TO THE
POLYPHOSPHATE AGREEMENT
BETWEEN THE CITY OF ALVIN AND HAWKINS, INC., INC.

THIS Addendum No. 1 to the Polyphosphate Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2024, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **HAWKINS, INC.** (“Contractor”).

WHEREAS, on March 16, 2023, the City approved and entered into a Polyphosphate Agreement with **HAWKINS, INC.** to provide the chemical, Polyphosphate, to the **CITY** in complete accordance with the City’s specifications, conditions, and prices in accordance with the Instructions to Bidders, Bid Specifications, and Bid Form, attached as Exhibit “A”; and

WHEREAS, the Agreement provided for a term ending on March 16, 2024; and

WHEREAS, under the Term Section of the Agreement it states this Agreement may be renewed for one (1) additional year with the same terms and conditions; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional year ending March 7, 2025. (See letter attached as Exhibit B).

WITNESSETH:

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

I.

The original Agreement entered into between the **CITY** and **HAWKINS, INC.** is hereby extended for an additional year, ending March 7, 2025. This renewal term is subject to all the provisions contained within the original Agreement.

II.

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

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

This Agreement is entered into as of the date in the first paragraph.

THE CONTRACTOR:
HAWKINS, INC.

THE CITY:
CITY OF ALVIN, TEXAS

By: _____
Printed Name: _____

By: _____
Junru Roland
City Manager

Title: _____
Date: _____

Date: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____
Printed Name: _____

By: _____
Dixie Roberts
City Secretary

Title: _____
Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

STATE OF TEXAS §
COUNTY OF BRAZORIA §

DESCRIPTION

AGREEMENT

TERM

This Agreement is entered into as of the date in the first paragraph.

THE CONTRACTOR:

HAWKINS

By: Daryl Bullinger
Daryl Bullinger (Mar 22, 2023 08:34 CDT)

Printed Name: Daryl Bullinger

Title: Sales

Date: 3/22/23

ATTEST/SEAL

By: Daryl Bullinger
Daryl Bullinger (Mar 22, 2023 08:34 CDT)

Printed Name: Daryl Bullinger

Title: Sales

Date: 3/22/23

THE CITY:

CITY OF ALVIN, TEXAS

By: [Signature]
Janru Roland
City Manager

Date: 3/16/23

ATTEST/SEAL

By: [Signature]
Dixie Roberts
City Secretary

Date: 3/16/23

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney

B-23-06
POLYPHOSPHATE
BID TAB

Vendor	QUANTITY	\$/GALLON	TOTAL	DELIVERY TIME
AOS Treatment	20,000	\$14.05	\$281,000	48 Hours
Purify	20,000	\$8.25	\$165,000	2 Business days
Hawkins	20,000	\$7.68	\$153,600	3-5 days
Shannon Chemical Corp	20,000	\$31.77	\$635,400	1-3 days



CITY OF ALVIN

Public Works Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • www.alvin-tx.gov

ADVERTISEMENT AND INVITATION FOR BIDS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2nd floor, Alvin, Texas 77511.

**POLYPHOSPHATE
B-23-06**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at www.alvin-tx.com.

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts

Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-06 POLYPHOSPHATE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project,

regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

(1) Bodily Injury and Property Damage:	\$1,000,000
General Aggregate Limits:	\$2,000,000

Products/Completed Operations Aggregate Limits:	\$500,000
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1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

(1) Combined Single Limit	\$1,000,000
---------------------------	-------------

(2) Property Damage

\$500,000

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

BID SPECIFICATIONS

PART 1: GENERAL

1.0 DESCRIPTION

Appearance:	Liquid
Color:	Clear to straw colored cleat liquid
Odor:	Odorless
Boiling Point:	>100c
Freezing Point:	-10-15c
Solubility in Water:	Complete
Max Use Level:	80mg/L

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in polyphosphate production. PRODUCT MUST BE MADE IN USA. NO SODIUM BASED PRODUCTS.

1.02 REQUIREMENTS: Polyphosphate mix ratio must be 25% to be delivered to (5) of the City's Water Well Distribution System sites. Quantity ordered will be a minimum of 250 - 300 gallons per shipment per site to be distributed to the Water Treatment Facilities. Must have wireless remote capabilities for refill purposes at each water well site. Ground storage tank levels for polyphosphate (MG/L) request testing each time a delivery is made. The bid price shall be good for one year from the award date. The estimated amount of Polyphosphate to be consumed for twelve-month period will be between Fifteen thousand (15,000) and Twenty-five thousand (25,000) gallons. The purchased chemical shall be delivered within (2) business days from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

PART 2:

1. Solutions of neutralized inorganic phosphates are not hazardous materials under Hazardous Materials ACT.
2. Must be blended corrosion inhibitor.
3. The function is corrosion and scale control.

BID FORM

PROPOSAL IDENTIFICATION: **Bid# B-23-06**
 POLYPHOSPAHTE

THIS BID IS SUBMITTED TO: **Office of City Clerk**
 City of Alvin
 216 West Sealy
 Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the Purchasing Coordinator. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Minnesota, authorized to do business in the State of Texas.

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,


Signature
Jay Judge
Typed or Printed Name
Regional Manager
Position with Company
Hawkins Inc.
Company Name
2830 Spring Cypress Rd.
Street Address
Spring / TX / 77388
City/State/Zip
281-705-3008
Phone
N/A
Fax

BID SUMMARY

QUANTITY	\$/GALLON	TOTAL	DELIVERY TIME
20,000	\$ 7.68 / gallon	\$ 153,600	3 - 5 day lead

No additional charges of any kind will be allowed charged during the term of the contract of not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Amended 01/13/2008

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes

☒ No

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

☐ Yes

☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

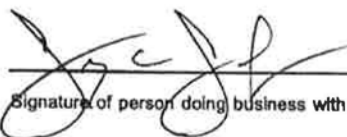
☒ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7


Signature of person doing business with the governmental entity

02/10/23
Date

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is no interested party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Polyphosphate Agreement; Hawkins; 2023

Final Audit Report

2023-03-22

Created:	2023-03-22
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEtmYvLNIBMg9gBjR1zQfxdARPEQdrs-n

"Polyphosphate Agreement; Hawkins; 2023" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-03-22 - 1:30:41 PM GMT
-  Document emailed to daryl.bullinger@hawkinsinc.com for signature
2023-03-22 - 1:32:04 PM GMT
-  Email viewed by daryl.bullinger@hawkinsinc.com
2023-03-22 - 1:33:51 PM GMT
-  Signer daryl.bullinger@hawkinsinc.com entered name at signing as Daryl Bullinger
2023-03-22 - 1:34:50 PM GMT
-  Document e-signed by Daryl Bullinger (daryl.bullinger@hawkinsinc.com)
Signature Date: 2023-03-22 - 1:34:52 PM GMT - Time Source: server
-  Agreement completed.
2023-03-22 - 1:34:52 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Brandon Moody

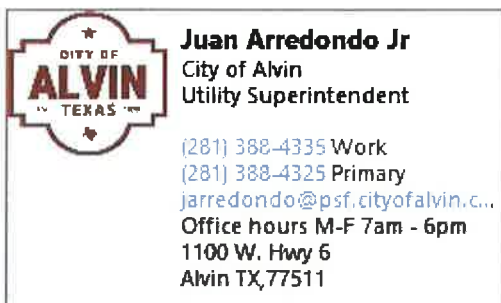
From: Juan Arredondo
Sent: Monday, January 29, 2024 7:45 AM
To: Brandon Moody; Sara Cruz
Cc: Christina Cardona
Subject: FW: pricing

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

Please read email below from Hawkins.

Thanks,



From: Johnny Morris <Johnny.Morris@hawkinsinc.com>
Sent: Monday, January 29, 2024 7:35 AM
To: Juan Arredondo <jarredondo@psf.cityofalvin.com>
Subject: pricing

Johnny,

I am writing this this to inform you that Hawkins Inc. will honor the set pricing of

Napco 214 D \$7.68 a gallon and sodium bisulfite \$2.71 per gallon until March 2025 when new bid comes in.

Thanks Johnny Morris
Hawkins Inc.





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with DXI Industries, Inc., now known as PVS DX Inc., to provide Sodium Hypochlorite in an amount not to exceed \$65,000; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the city's wastewater treatment plant.

The Council awarded the bid (B-23-04) to DXI Industries, Inc. as the vendor to provide sodium hypochlorite at \$2.14 per gallon on March 16, 2023. The ownership of DXI changed effective January 1, 2024, to the new name, PVS DX, Inc. The company has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. PVS DX, Inc. (former DXI) has agreed to extend the contract for providing sodium hypochlorite for an additional one (1) year at the same terms and conditions.

Staff recommends extending the contract with PVS DX, Inc. for providing sodium hypochlorite.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$65,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Sodium Hypochlorite Addendum No. 1 - 2024-2025
 2. Exhibit A; Sodium Hypochlorite; DXI Industries; 2023
 3. Exhibit B; Sodium Hypochlorite; Vendor Email Confirmation
-

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with DXI Industries, Inc. to provide Sodium Hypochlorite in an amount not to exceed \$65,000; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

ADDENDUM NO. 1
TO THE
SODIUM HYPOCHLORITE AGREEMENT
BETWEEN THE CITY OF ALVIN AND DXI INDUSTRIES, INC.

THIS Addendum No. 1 to the Sodium Hypochlorite Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2024, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **DXI INDUSTRIES, INC.** (“Contractor”).

WHEREAS, on March 16, 2023, the City approved and entered into a Sodium Hypochlorite Agreement with **DXI INDUSTRIES, INC.** to provide the chemical, Sodium Hypochlorite, to the **CITY** in complete accordance with the City’s specifications, conditions, and prices in accordance with the Instructions to Bidders, Bid Specifications, and Bid Form, attached as Exhibit “A”; and

WHEREAS, in June 2023, the ownership of **DXI INDUSTRIES, INC.** changed when **PVS CHEMICALS** acquired **DXI INDUSTRIES**; and

WHEREAS, on January 1, 2024, the merger between **PVS CHEMICALS** and **DXI INDUSTRIES** became effective, and the Contractor is now known as **PVS DX, INC.**; and

WHEREAS, the parties wish to continue pursuant to the original Agreement; and

WHEREAS, the Agreement provided for a term ending on March 16, 2024, and provided that this Agreement may be renewed for one (1) additional year with the same terms and conditions; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional year ending March 7, 2025. (See letter attached as Exhibit B).

WITNESSETH:

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

I.

The original Agreement entered into between the City and **PVS DX, INC.**, formerly known as **DXI, Industries, Inc.**, is extended for an additional year, ending March 7, 2025.

This renewal term is subject to all the provisions contained within the original Agreement.

II.

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

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

This Agreement is entered into as of the date in the first paragraph.

THE CONTRACTOR:

PVS DX, INC.

By: _____
Printed Name: _____

Title: _____

Date: _____

ATTEST/SEAL

By: _____
Printed Name: _____

Title: _____

Date: _____

THE CITY:

CITY OF ALVIN, TEXAS

By: _____
Junru Roland
City Manager

Date: _____

ATTEST/SEAL

By: _____
Dixie Roberts
City Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

SODIUM HYPOCHLORITE AGREEMENT
BETWEEN THE CITY OF ALVIN AND DXI INDUSTRIES, INC.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This Agreement is made and entered into on this 16th day of March 2023, by and between the **CITY OF ALVIN, TEXAS** (City), a municipality in Brazoria County, Texas, and **DIX INDUSTRIES, INC.** (Contractor).

DESCRIPTION

WITNESSETH: In consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor agrees to be a vendor for Sodium Hypochlorite for the City as described herein:

The Contractor agrees to provide the chemical, Sodium Hypochlorite, to the City in complete accordance with the City's specifications, conditions, and prices in accordance with the Instruction to Bidders, Bid Specifications, and Bid Form, attached hereto as Exhibit "A."

AGREEMENT

This Agreement shall consist of the Instruction to Bidders, Bid Specifications, and Bid Form. These items shall form the Agreement and are as fully a part of the Agreement as if attached to the Agreement.

The Contractor agrees to provide Sodium Hypochlorite to the City of Alvin for the prices listed in Exhibit "A," for the duration of the contract. However, if market prices change, Contractor will provide the most recent manufacturer's adjustment for any increase the following quarter by providing City with a written thirty (30) day notice for any price increases.

TERM

The Contractor shall provide Sodium Hypochlorite for one (1) year beginning the _____ day _____, 2023, and with an option to renew for one (1) additional year at the same prices, terms, and conditions.

The amounts to be paid are based on the Contractor's Bid Form attached hereto and subject to the conditions, which are described in the contract documents.

This Agreement is entered into as of the date signed by the City Manager and is executed in two (2) original copies; of which one (1) is to be retained by the City, and one (1) is to be delivered to the Contractor.

THE CONTRACTOR:

DXI INDUSTRIES, INC.

By: Janel Bakk
Janel Bakk (Mar 22, 2023 10:21 CDT)

Printed Name: Janel Bakk

Title: Territory Manager

Date: 3/22/23

ATTEST/SEAL

By: Janel Bakk
Janel Bakk (Mar 22, 2023 10:21 CDT)

Printed Name: Joseph Johnston

Title: Territory Manager

Date: 3/22/23

THE CITY:

CITY OF ALVIN, TEXAS

By: [Signature]

Junru Roland, City Manager

Date: 3/16/23

ATTEST/SEAL

By: [Signature]

Dixie Roberts, City Secretary

Date: 3/16/23

B-23-04

SODIUM HYPOCHLORITE

BID TAB

VENDOR	TOTAL BID PRICE	DELIVERY TIME
DXI Industries Inc	\$2.14/Gallon	2-3 Business Days
PVS Minibulk Inc	\$2.98/Gallon	4 days after receipt of order
Univar Solutions	\$3.04/Gallon	3 days



CITY OF ALVIN

Public Works Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • www.alvin-tx.gov

ADVERTISEMENT AND INVITATION FOR BIDS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2nd floor, Alvin, Texas 77511.

**SODIUM HYPOCHLORITE
B-23-04**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at www.alvin-tx.com.

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts

Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-04 SODIUM HYPOCHLORITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the

work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

- | | | |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
| | General Aggregate Limits: | \$2,000,000 |

Products/Completed Operations Aggregate Limits:	\$500,000
---	-----------

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

- | | | |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage | \$500,000 |

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

BID SPECIFICATIONS

PART 1: GENERAL

1.00 DESCRIPTION

Appearance:	Clear pale yellow liquid
Odor:	Chlorine
PH:	12.5-13.5
Specific Gravity:	1.16-1.26
Solubility In Water:	Complete

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in sodium hypochlorite production. Chemical shall be produced with RO water for cleanliness.

1.02 REQUIREMENTS: 12.5% NAOCL by weight to be delivered to the wastewater treatment plant. Quantity ordered will be between 3,000 and 4,500 gallons per shipment to be distributed at the WWTP located at 7100 County Road 160. The bid price shall be good for one year from the award date. The estimated amount of NAOCL to be consumed for the twelve-month period will be between sixty thousand (60,000) and ninety thousand (90,000) gallons. The chemical shall be bid at a per gallon cost. Upon consent by the vendor and the city, the contract may be extended for up to 12 months.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

PART 2:

1.0 DESCRIPTION

1. 12% Sodium Hypochlorite

BID FORM

PROPOSAL IDENTIFICATION: Bid# B-23-04
SODIUM HYPOCHLORITE

THIS BID IS SUBMITTED TO: Office of City Clerk
City of Alvin
216 West Sealy
Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Delaware, authorized to do business in the State of Texas.

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,

Jal Bakk
Signature

Janel Bakk
Typed or Printed Name

Territory Manager
Position with Company

DXI Industries, Inc.
Company Name

1919 Jacintoport Blvd.
Street Address

Houston, TX 77015
City/State/Zip

281-457-4848
Phone

281-457-4807
Fax

BID SUMMARY

TOTAL BID PRICE	\$2.14 / gallon
DELIVERY TIME	2-3 business days ARO

No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

DXI Industries, Inc.

BID REFERENCES – Sodium Hypochlorite B-23-04

1. City of Alvin – Francesca Beltran 281-388-4336
2. City of Sugar Land – John Bailey 281-275-2002
3. City of Texas City – Mike McKinley – mmckinley@texascitytx.gov

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

DXI Industries, Inc.
Houston, TX United States

Certificate Number:
2023-979973

Date Filed:
02/06/2023

Date Acknowledged:

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

City of Alvin, Texas

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

Bid # B-23-04
Sodium Hypochlorite

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morian, S. Reed	Houston, TX United States	X	
	Morian, S. C.	Houston, TX United States	X	
	Karm, R. C.	Houston, TX United States	X	
	Clapsaddle, Brett C.	Houston, TX United States	X	
	Filer, Kurt R.	Houston, TX United States	X	
	Hixon, William L.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brett C. Clapsaddle, and my date of birth is 08/10/1953.

My address is 300 Jackson Hill Street, Houston, TX, 77007, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 6th day of February, 2023.
(month) (year)

Brett C. Clapsaddle

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DXI Industries, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Brett C. Clapsaddle, CFO
DXI Industries, Inc.
Signature of vendor doing business with the governmental entity



02-06-2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

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

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

PRODUCER Marsh USA, Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102106122-DX-GAWU-22-23	INSURER(S) AFFORDING COVERAGE	
INSURED DXI Industries, Inc. 601 W. Industrial Blvd. Cleburne, TX 76033	INSURER A: AIG Specialty Insurance Company	NAIC # 26883
	INSURER B: Zurich American Insurance Company	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** HOU-003988608-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		EG 14260719-04	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP 0281372-05	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	WC 0281374-05	05/01/2022	05/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Alvin is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Alvin
1100 W. Hwy 6
Alvin, TX 77511

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Sodium Hypochlorite; DXI Industries; 2023

Final Audit Report

2023-03-22

Created:	2023-03-22
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw5L52N5pbsab7DtqT42vRKFF8t5UGSMQ

"Sodium Hypochlorite; DXI Industries; 2023" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-03-22 - 2:09:22 PM GMT
-  Document emailed to jbakk@dxgroup.com for signature
2023-03-22 - 2:10:32 PM GMT
-  Email viewed by jbakk@dxgroup.com
2023-03-22 - 2:40:51 PM GMT
-  Signer jbakk@dxgroup.com entered name at signing as Janel Bakk
2023-03-22 - 3:21:09 PM GMT
-  Document e-signed by Janel Bakk (jbakk@dxgroup.com)
Signature Date: 2023-03-22 - 3:21:11 PM GMT - Time Source: server
-  Agreement completed.
2023-03-22 - 3:21:11 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

From: [Juan Arredondo](#)
To: [Sara Cruz](#)
Cc: [Brandon Moody](#); [Christina Cardona](#)
Subject: FW: [EXTERNAL] Chemical contract pricing (sodium hypochlorite)
Date: Monday, January 29, 2024 7:50:26 AM

Good morning,

Janel replied to me last week attached is the email response and will honor the bleach contract extension due in march and chlorine gas due in July as well.

Thank you,



From: Bakk, Janel <JBakk@dxgroup.com>
Sent: Thursday, January 25, 2024 11:00 AM
To: Juan Arredondo <jarredondo@psf.cityofalvin.com>
Cc: Christina Cardona <ccardona@psf.cityofalvin.com>
Subject: RE: [EXTERNAL] Chemical contract pricing (sodium hypochlorite)

Hi Johnny,

I received approval on the bleach contract extension. We should be good to extend the chlorine contract in July as well. Let me know if you need anything else.

Thank you,

Janel Bakk

Territory Manager

PVS DX, Inc.

281-457-4811 office

713-542-5995 cell

jbakk@dxgroup.com





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider ratification of Resolution 24-R-08, finding that the Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy, to change rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

Type of Item: Resolution

Summary: The City, along with other similarly situated cities served by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on utility regulation matters for over 20 years.

On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed a Statement of Intent to Increase Rates application with Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions. In the filing, the Company asserted that it is entitled to a \$37.4 million increase or a 5.8% increase over current adjusted revenues, excluding gas costs.

In November, the Cities Served by CenterPoint Gas (Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, Cities' attorney recommends that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 15513), currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. Since the application was filed on October 30, 2023, all cities with original jurisdiction need to adopt the Resolution by March 3, 2024. Mayor Adame signed this Resolution on February 1st to facilitate its processing by the relevant parties. This action constitutes the ratification of the Resolution.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/31/2024 SLH

Finance Review Required: N/A ☒ Required ☐ Date Completed: _____

Supporting documents attached:

1. Res 24-R-8; Denial Resolution; Signed

Recommendation: Move to ratify Resolution 24-R-08, finding that the Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy, to change rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

RESOLUTION NO. 24-R-08

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, FINDING THAT THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TO CHANGE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas ("City"), is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") within the unincorporated areas of the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions, and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of Cities Served by CenterPoint Gas ("Cities") (such participating cities are referred to herein as "Cities"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions; and

WHEREAS, on or about October 30, 2023, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$37.4 million annually and to all customers residing in the City; and

WHEREAS, Cities is coordinating its review of CenterPoint's Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, Cities' consultants determined that CenterPoint's proposed rates are excessive; and

WHEREAS, the Cities' members and attorneys recommend that Cities members deny the Statement of Intent; and

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

Section 1. That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

Section 2. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 3. That the Company shall continue to charge its existing rates to customers within the City.

Section 4. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

Section 5. That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie Mauldin, General Counsel to the Cities Served by CenterPoint Gas at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

Section 6. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 1st day of February 2024.

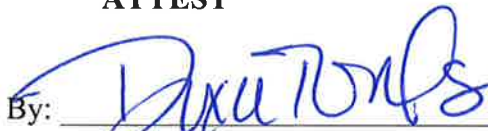
CITY OF ALVIN, TEXAS

ATTEST

By:


Gabe Adame, Mayor

By:


Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By:


Suzanne L. Hanneman, City Attorney



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-09, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section One (1); and authorize the Mayor to sign upon legal review.

Type of Item: Resolution

Summary: This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest, Section One (1).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/1/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Res 24-R-09; Utility Conveyance MUD 73 Imperial Forest Section 1
 2. Utility Conveyance and Security Agreement; Imperial Forest Section 1
-

Recommendation: Move to approve Resolution 24-R-09, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section One (1); and authorize the Mayor to sign upon legal review.

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

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

RESOLUTION 24-R-09

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE IMPERIAL FOREST, SECTION ONE (1) AND AUTHORIZE THE MAYOR TO SIGN UPON LEGAL REVIEW.

WHEREAS, Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

WHEREAS, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated August 30, 2021, for the water distribution, wastewater collection, and storm water facilities to serve Imperial Forest, Section One (1); and

WHEREAS, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, which was assumed by the District on August 16, 2018; and

WHEREAS, this conveyance is made subject to the terms of that Agreement.

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

Section 1. That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

Section 2. That the City Council hereby approves the Utility Conveyance and Security Agreement for Imperial Forest, Section One (1).

Section 3. That the Utility Conveyance and Security Agreement for Imperial Forest, Section One (1) shall be signed by the Mayor.

Section 4. That this Resolution shall take effect immediately upon its passage.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 7th day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

UTILITY CONVEYANCE AND SECURITY AGREEMENT
(Water Distribution, Wastewater Collection, and Storm Water Facilities
to serve Imperial Forest, Section 1)

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 73 (the "District") has acquired certain improvements, structures, and facilities designed to provide water, wastewater and drainage to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Dimas Bros. Construction, LLC, dated August 30, 2021, for Water, Sewer and Drainage Facilities – Imperial Forest Subdivision, Section 1, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, but specifically excluding any detention ponds or sites upon which such ponds are located, and as set forth in Exhibit A attached hereto and incorporated herein (the "Facilities").

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, between the City and Rooted Development Group, LLC ("RDG"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on August 16, 2018, and which has been amended thereafter (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on November 16, 2023.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 73

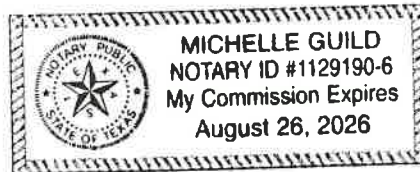
By: 
Lewis Locke
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 16, 2023, by Lewis Locke, as President of the Board of Directors of Brazoria County Municipal Utility District No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public in and for
the State of T E X A S

(NOTARY SEAL)



In accordance with the Agreement, The City hereby accepts this Utility Conveyance and Security Agreement on _____, 2024.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne Hanneman, City Attorney

695352_1

EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving Imperial Forest Subdivision, Section 1, within Brazoria County Municipal Utility District No. 73 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1"" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between Dimas Bros. Construction, LLC, dated August 30, 2021, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Alvin, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Contract referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. Public Roads and Utility Easements in the Imperial Forest Section 1 Subdivision, a subdivision consisting of 18.06 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2022041508.



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-10, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section Two (2); and authorize the Mayor to sign upon legal review.

Type of Item: Resolution

Summary: This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest Section Two (2).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Res 24-R-10; Utility Conveyance MUD 73 Imperial Forest Section 2
 2. Utility Conveyance and Security Agreement; Imperial Forest Section 2
-

Recommendation: Move to approve Resolution 24-R-10, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section Two (2), and authorize the Mayor to sign upon legal review.

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

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

RESOLUTION 24-R-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE IMPERIAL FOREST, SECTION TWO (2) AND AUTHORIZE THE MAYOR TO SIGN UPON LEGAL REVIEW.

WHEREAS, Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

WHEREAS, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated March 3, 2022, for the water distribution, wastewater collection, and storm water facilities to serve Imperial Forest, Section Two (2); and

WHEREAS, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, which was assumed by the District on August 16, 2018; and

WHEREAS, this conveyance is made subject to the terms of that Agreement.

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

Section 1. That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

Section 2. That the City Council hereby approves the Utility Conveyance and Security Agreement for Imperial Forest, Section Two (2).

Section 3. That the Utility Conveyance and Security Agreement for Imperial Forest, Section Two (2) shall be signed by the Mayor.

Section 4. That this Resolution shall take effect immediately upon its passage.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 7th day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

UTILITY CONVEYANCE AND SECURITY AGREEMENT
(Water Distribution, Wastewater Collection, and Storm Water Facilities
to serve Imperial Forest, Section 2)

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 73 (the "District") has acquired certain improvements, structures, and facilities designed to provide water, wastewater and drainage to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Dimas Bros. Construction, LLC, dated March 3, 2022, for Water, Sewer and Drainage Facilities – Imperial Forest Subdivision, Section 2, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, but specifically excluding any detention ponds or sites upon which such ponds are located, and as set forth in Exhibit A attached hereto and incorporated herein (the "Facilities").

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, between the City and Rooted Development Group, LLC ("RDG"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on August 16, 2018, and which has been amended thereafter (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

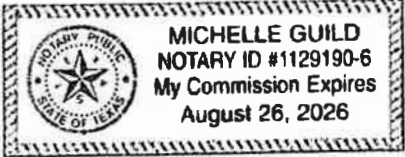
IN WITNESS WHEREOF, this conveyance is executed on February 15, 2024.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 73

By: 
Lewis Locke
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 15, 2024, by Lewis Locke, as President of the Board of Directors of Brazoria County Municipal Utility District No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)


Notary Public in and for
the State of T E X A S

In accordance with the Agreement, The City hereby accepts this Utility Conveyance and Security Agreement on _____, 2024.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne Hanneman, City Attorney

709628_1

EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving Imperial Forest Subdivision, Section 2, within Brazoria County Municipal Utility District No. 73 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1"" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between Dimas Bros. Construction, LLC, dated March 3, 2022, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Alvin, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Contract referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. Public Roads and Utility Easements in the Imperial Forest Section 2 Subdivision, a subdivision consisting of 12.86 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2022068825.



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-11, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Crossing, Section Seven (7); and authorize the Mayor to sign upon legal review.

Type of Item: Resolution

Summary: This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Mustang Crossing, Section Seven (7).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/1/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Res 24-R-11; Utility Conveyance MUD 73 Mustang Crossing Section 7
 2. Utility Conveyance and Security Agreement; Mustang Crossing Section 7
-

Recommendation: Move to approve Resolution 24-R-11, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Crossing, Section Seven (7); and authorize the Mayor to sign upon legal review.

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

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

RESOLUTION 24-R-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE MUSTANG CROSSING, SECTION SEVEN (7) AND AUTHORIZE THE MAYOR TO SIGN

WHEREAS, Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

WHEREAS, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated December 16, 2021, for the water distribution, wastewater collection, and storm water facilities to serve Mustang Crossing, Section Seven (7); and

WHEREAS, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, which was assumed by the District on August 16, 2018; and

WHEREAS, this conveyance is made subject to the terms of that Agreement.

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

Section 1. That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

Section 2. That the City Council hereby approves the Utility Conveyance and Security Agreement for Mustang Crossing, Section Seven (7).

Section 3. That the Utility Conveyance and Security Agreement for Mustang Crossing, Section Seven (7) shall be signed by the Mayor.

Section 4. That this Resolution shall take effect immediately upon its passage.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 7th day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

UTILITY CONVEYANCE AND SECURITY AGREEMENT
(Water Distribution, Wastewater Collection, and Storm Water Facilities
to serve Mustang Crossing, Section 7)

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 73 (the "District") has acquired certain improvements, structures, and facilities designed to provide water, wastewater and drainage to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Dimas Bros. Construction, LLC, dated December 16, 2021, for Water, Sewer and Drainage Facilities – Mustang Crossing Subdivision, Section 7, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, but specifically excluding any detention ponds or sites upon which such ponds are located, and as set forth in Exhibit A attached hereto and incorporated herein (the "Facilities").

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, between the City and Rooted Development Group, LLC ("RDG"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on August 16, 2018, and which has been amended thereafter (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on November 16, 2023.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 73

By: _____

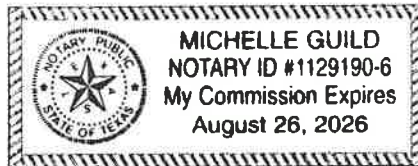
Lewis Locke
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 16, 2023, by Lewis Locke, as President of the Board of Directors of Brazoria County Municipal Utility District No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.

Michelle Guild
Notary Public in and for
the State of T E X A S

(NOTARY SEAL)



In accordance with the Agreement, The City hereby accepts this Utility Conveyance and Security Agreement on _____, 2024.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne Hanneman, City Attorney

694306_1

EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving Mustang Crossing Subdivision, Section 7, within Brazoria County Municipal Utility District No. 73 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1"" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between Dimas Bros. Construction, LLC, dated December 16, 2021, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Alvin, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Contract referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. Public Roads and Utility Easements in the Mustang Crossing Section 7 Subdivision, a subdivision consisting of 21.16.43 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2022043336.



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-12, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Ridge, Sections One (1) and Two (2); and authorize the Mayor to sign upon legal review.

Type of Item: Resolution

Summary: This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Mustang Ridge, Sections One (1) and Two (2).

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/1/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Res 24-R-12; Approving Utility Conveyance MUD 73 Mustang Ridge Sections 1 and 2
 2. Utility Conveyance and Security Agreement; Mustang Ridge Sections 1 and 2
-

Recommendation: Move to approve Resolution 24-R-12, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Ridge, Sections One (1) and Two (2); and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE MUSTANG RIDGE, SECTIONS ONE (1) AND TWO (2) AND AUTHORIZE THE MAYOR TO SIGN

WHEREAS, Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

WHEREAS, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated August 20, 2020, for the water distribution, wastewater collection, and storm water facilities to serve Mustang Ridge, Sections One (1) and Two (2); and

WHEREAS, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, which was assumed by the District on August 16, 2018; and

WHEREAS, this conveyance is made subject to the terms of that Agreement.

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

Section 1. That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

Section 2. That the City Council hereby approves the Utility Conveyance and Security Agreement for Mustang Ridge, Sections One (1) and Two (2).

Section 3. That the Utility Conveyance and Security Agreement for Mustang Ridge, Sections One (1) and Two (2) shall be signed by the Mayor.

Section 4. That this Resolution shall take effect immediately upon its passage.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 7th day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

UTILITY CONVEYANCE AND SECURITY AGREEMENT
(Water Distribution, Wastewater Collection, and Storm Water Facilities
to serve Mustang Ridge, Sections 1 and 2)

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 73 (the "District") has acquired certain improvements, structures, and facilities designed to provide water, wastewater and drainage to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Kenneth Lamb Construction Company, Ltd., dated August 20, 2020, for Water, Sewer and Drainage Facilities – Mustang Ridge Subdivision, Sections 1 and 2, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, but specifically excluding any detention ponds or sites upon which such ponds are located, and as set forth in Exhibit A attached hereto and incorporated herein (the "Facilities").

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, between the City and Rooted Development Group, LLC ("RDG"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on August 16, 2018, and which has been amended thereafter (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on November 16, 2023.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 73

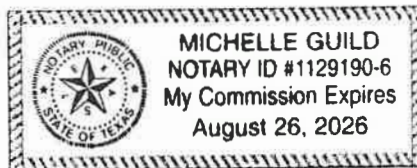
By: 
Lewis Locke
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 16, 2023, by Lewis Locke, as President of the Board of Directors of Brazoria County Municipal Utility District No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public in and for
the State of T E X A S

(NOTARY SEAL)



In accordance with the Agreement, The City hereby accepts this Utility Conveyance and Security Agreement on _____, 2024.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne Hanneman, City Attorney

695353_1

EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving Mustang Ridge Subdivision, Sections 1 and 2, within Brazoria County Municipal Utility District No. 73 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1"" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between Kenneth Lamb Construction Co., Ltd., dated August 20, 2020, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Alvin, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Contract referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. Public Roads and Utility Easements in the Mustang Ridge Sections 1 Subdivision, a subdivision consisting of 35.354 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2021030683.
2. Public Roads and Utility Easements in the Mustang Ridge Sections 2 Subdivision, a subdivision consisting of 35.354 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2023004589.



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Acknowledge receipt of the 2023 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

Type of Item: Action Item

Summary: Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1st of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.

The 2023 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside this data set as no data set indicates that work, shopping or travel demographics within the city were included. The 2023 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. One complaint involving racial profiling was made to the Alvin Police Department in 2023. The racial profiling portion of that complaint was deemed unfounded.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/26/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Racial Profiling Analysis 2023
 2. 2023 Racial Profiling Report Submitted
-

Recommendation: Acknowledge receipt of the 2023 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

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

The Alvin Police Department Annual Contact Report (2023)



Data Collection

(I) Data

Motor Vehicle-Related Contact Information (1/1/2023 - 12/31/2023)

Race	Contacts	Searches	Contraband Hits	Arrests	Contact %	Searches %	Hit %	Arrests %
W	8991	405	177	315	70.33%	4.50%	43.70%	3.50%
O	2				0.02%		0.00%	
I	18				0.14%		0.00%	
H	1879	97	43	97	14.70%	5.16%	44.33%	5.16%
B	1423	104	56	60	11.13%	7.31%	53.85%	4.22%
A	471	13	2	10	3.68%	2.76%	15.38%	2.12%
Total	12784	619	278	482	100.00%	4.84%	44.91%	3.77%

Race Summary Data

Figure 1. Motor Vehicle Related Contact Information. Subtotals averaged for Searches, Hit, and Arrest Percentages.

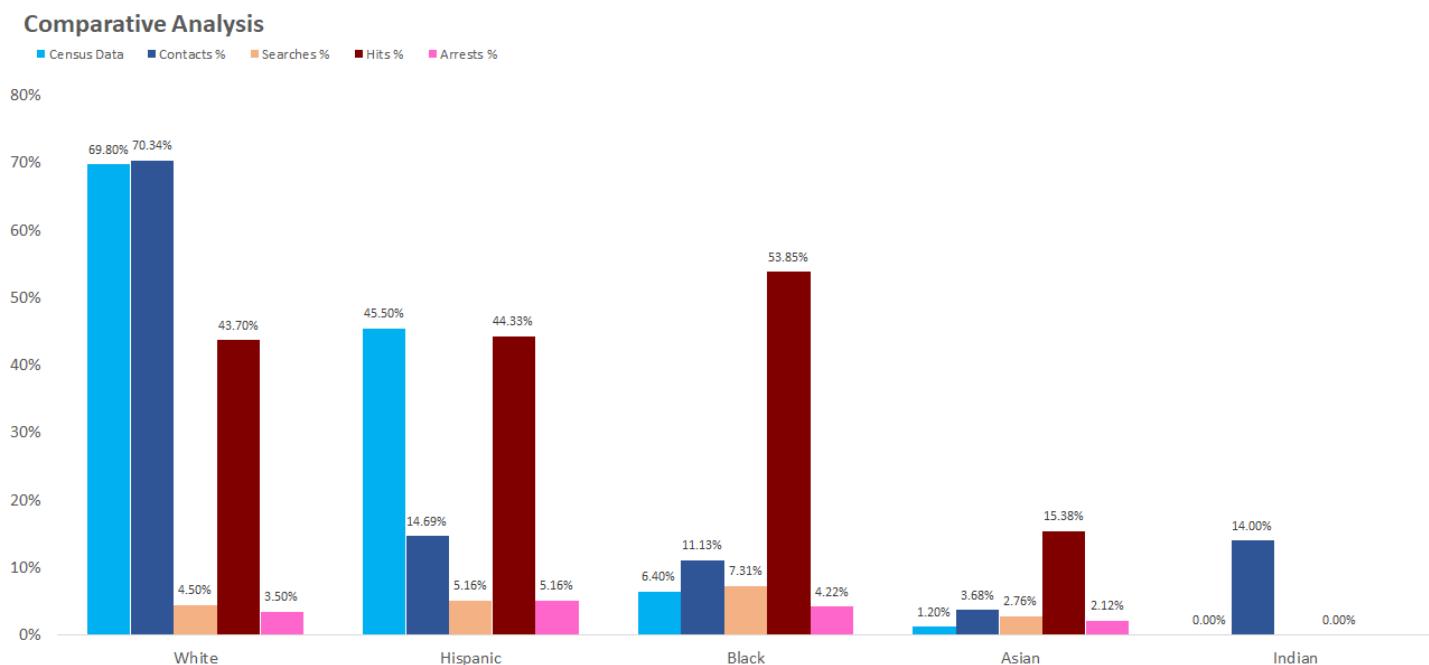


Figure 2. Search Rates, Contraband Hit Rates, & Arrest Rates

Gender	Contacts	Searches	Contraband Hits	Arrests	Contact %	Searches %	Hit %	Arrests %
M	7728	462	210	364	60.45%	5.98%	45.45%	4.71%
F	5055	157	68	117	39.54%	3.11%	43.31%	2.31%
	1			1	0.01%		0.00%	100.00%
Total	12784	619	278	482	100.00%	4.84%	44.91%	3.77%

Gender Summary Data

Figure 3. Motor Vehicle Related Contact Information. Subtotals averaged for Searches, Hit, and Arrest Percentage (by gender).

Gender Comparative Analysis

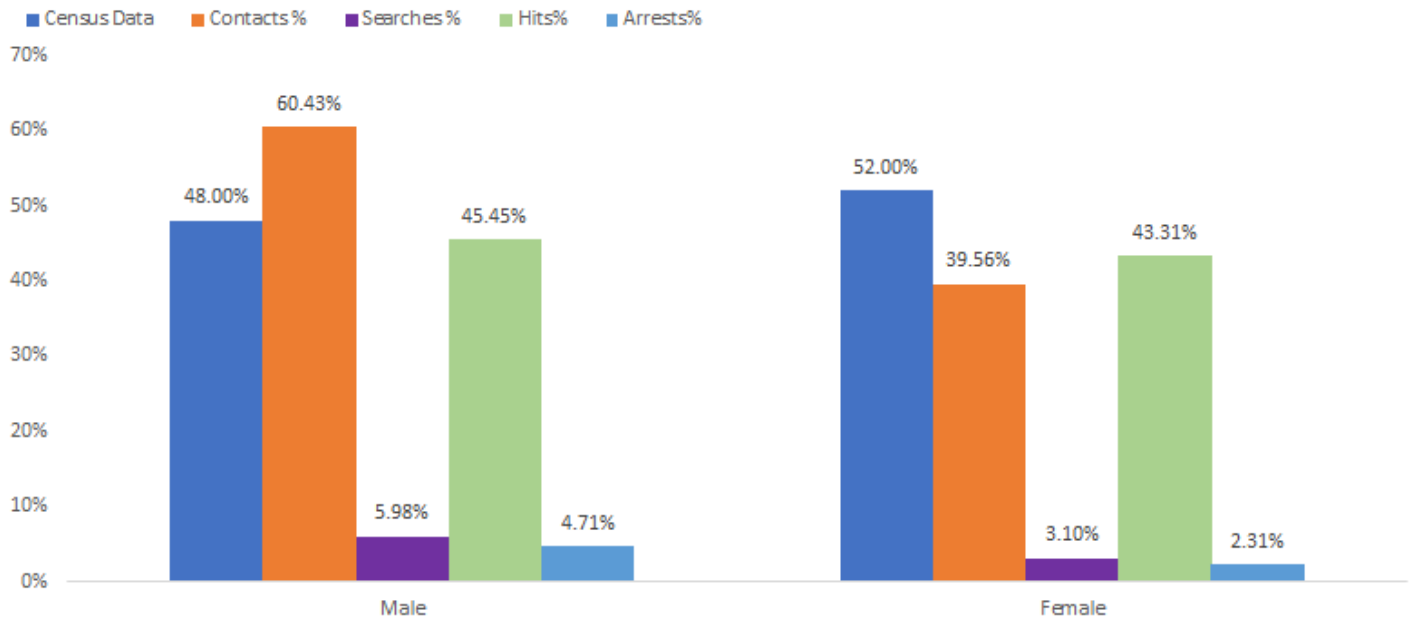


Figure 4. Search Rates, Contraband Hit Rates, & Arrest Rates (by gender).

ANALYSIS

The Texas Racial Profiling Law mandates that all police departments in Texas collect traffic-related data when a citation is issued. Further, the law requires that agencies report this information to their local governing authority and TCOLE. The purpose in collecting and presenting this information is to determine if a particular police officer is engaging in the practice of profiling minority motorists. Despite the fact most agree that it is good practice for police departments to be accountable to their community while carrying a transparent image, it is very difficult to determine if police departments are engaging in racial profiling, from the review of aggregate data. That is, it is very difficult to detect specific “individual” biased based behavior from the study and analysis of aggregate-level “institutional” data on traffic-related contacts.

The Alvin Police Department, in response to the Texas Racial Profiling Law (S.B. 1849) has conducted the attached analysis of 2023 traffic contact data. Examination of the available data resulted in the tables above comparing current census data, percentage of overall traffic stops, percentage of traffic stops resulting in searches, percentage of searches in which some form of contraband was located, and the percentage of traffic stops resulting in arrest. The graphs have been broken down by race (White, Hispanic, Black, Asian/Pacific Islander, and Indian (including Alaskan Natives)). Further, traffic data was broken down by gender and compared to the most recent census data related to gender.

(2023) Motor Vehicle-Related Contact Analysis

Overall traffic data shows that white drivers were stopped 70.34% of the time while making up 69.8% of the local population. Hispanics were stopped 14.7% of the time while making up 45.5% of the local population. Blacks were stopped 11.3% of the time while making up 6.4% of the population. Neither Asians nor Indians were stopped in percentages that make analysis reasonable.

Some considerations about the stop percentage as related to population percentages:

- The City of Alvin has two significant highways that connect to major urban areas bringing in a racial/ethnic mix that may represent a significant difference from census data shown for the City. Of particular note is that while traffic stop data shows that Blacks were stopped 11.3% of the time, nationally Blacks make up an estimated 13% of the population. Meanwhile, in the greater Houston area (a major urban area near the City of Alvin), Blacks make up approximately 22% of the population.
- The differing percentages of Whites and Hispanics stopped vs. the census data could, in part, be explained by the fact that Texas Driver Licenses, and resulting information to patrol officers, do not list “Hispanic” as an identifier. Officers are directed to fill in the racial/ethnic information, to the best of their ability, as they observe the driver. However, unless the information is volunteered by the driver, it is subjectively entered by the officer.
- The analysis does not consider drivers who are of mixed or unknown race/ethnicity.
- Race/ethnicity may be reported differently, or considered differently by observational guess, than had been reported on the most recent census data.

Racial Profiling Report | Full

Agency Name: ALVIN POLICE DEPARTMENT
Reporting Date: 02/29/2024
TCOLE Agency Number: 039201

Chief Administrator: ROBERT E. LEE

Agency Contact Information:
Phone: (281) 585-7101
Email: rlee@cityofalvin.com

Mailing Address:
1500 S GORDON ST
ALVIN, TX 77511-3451

This Agency filed a full report

ALVIN POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the ALVIN POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the ALVIN POLICE DEPARTMENT if the individual believes that a peace officer employed by the ALVIN POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the ALVIN POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the ALVIN POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ALVIN POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: TIMOTHY M. HUBBARD
Captain

Date: 02/29/2024

Total stops: 12784

Street address or approximate location of the stop

City street	8205
US highway	0
County road	132
State highway	3637
Private property or other	810

Was race or ethnicity known prior to stop?

Yes	114
No	12670

Race / Ethnicity

Alaska Native / American Indian	18
Asian / Pacific Islander	471
Black	1423
White	8993
Hispanic / Latino	1879

Gender

Female	5055
Alaska Native / American Indian	5
Asian / Pacific Islander	162
Black	525
White	3678
Hispanic / Latino	685
Male	7729
Alaska Native / American Indian	13
Asian / Pacific Islander	309
Black	898
White	5314
Hispanic / Latino	1194

Reason for stop?

Violation of law	148
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	13
White	82

Hispanic / Latino	46
Preexisting knowledge	59
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	45
Hispanic / Latino	8
Moving traffic violation	8871
Alaska Native / American Indian	12
Asian / Pacific Islander	362
Black	959
White	6309
Hispanic / Latino	1229
Vehicle traffic violation	3706
Alaska Native / American Indian	8
Asian / Pacific Islander	102
Black	445
White	2555
Hispanic / Latino	596
Was a search conducted?	
Yes	619
Alaska Native / American Indian	0
Asian / Pacific Islander	13
Black	104
White	405
Hispanic / Latino	97
No	12165
Alaska Native / American Indian	20
Asian / Pacific Islander	458
Black	1319
White	8586
Hispanic / Latino	1782
Reason for Search?	
Consent	169
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	18
White	131

Hispanic / Latino	16				
Contraband	10				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	4				
White	4				
Hispanic / Latino	2				
Probable	245				
Alaska Native / American Indian	0				
Asian / Pacific Islander	3				
Black	60				
White	150				
Hispanic / Latino	32				
Inventory	134				
Alaska Native / American Indian	0				
Asian / Pacific Islander	5				
Black	12				
White	87				
Hispanic / Latino	30				
Incident to arrest	61				
Alaska Native / American Indian	0				
Asian / Pacific Islander	1				
Black	10				
White	33				
Hispanic / Latino	17				
Was Contraband discovered?					
Yes	179				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	2	Yes	0	No	2
Black	29	Yes	18	No	11
White	120	Yes	57	No	63
Hispanic / Latino	28	Yes	10	No	18
No	440				
Alaska Native / American Indian	0				
Asian / Pacific Islander	11				
Black	75				
White	285				
Hispanic / Latino	69				

Description of contraband	
Drugs	152
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	31
White	80
Hispanic / Latino	41
Weapons	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	6
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	29
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	16
Hispanic / Latino	8
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Other	112
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	16
White	75
Hispanic / Latino	20
Result of the stop	
Verbal warning	6641

Alaska Native / American Indian	15
Asian / Pacific Islander	248
Black	744
White	4736
Hispanic / Latino	898
Written warning	3599
Alaska Native / American Indian	2
Asian / Pacific Islander	137
Black	414
White	2623
Hispanic / Latino	423
Citation	2062
Alaska Native / American Indian	3
Asian / Pacific Islander	76
Black	205
White	1317
Hispanic / Latino	461
Written warning and arrest	17
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	11
Hispanic / Latino	4
Citation and arrest	50
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	11
White	26
Hispanic / Latino	12
Arrest	415
Alaska Native / American Indian	0
Asian / Pacific Islander	8
Black	48
White	278
Hispanic / Latino	81
Arrest based on	
Violation of Penal Code	152
Alaska Native / American Indian	0
Asian / Pacific Islander	5

Black	20
White	110
Hispanic / Latino	17
Violation of Traffic Law	137
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	8
White	74
Hispanic / Latino	52
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	193
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	32
White	131
Hispanic / Latino	28

Was physical force resulting in bodily injury used during stop?

Yes	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	6
Hispanic / Latino	2
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	12774
Alaska Native / American Indian	1
Asian / Pacific Islander	8985
Black	471
White	1877
Hispanic / Latino	20

Number of complaints of racial profiling

Total	1
Resulted in disciplinary action	0
Did not result in disciplinary action	1

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☒

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing American Rescue Plan Act (ARPA) funds in a total amount not to exceed \$53,815.

Type of Item: Action Item

Summary: The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million.

Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of an ambulance module and chassis were identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval.

BID-24-01 Ambulance Chassis opened on January 30, 2024, and advertised on January 14, 2024, and January 21, 2024. Bids were received by the deadline from: Ron Carter Ford and Platinum Ford North LLC.

The E.M.S. Department is requesting to purchase a new ambulance chassis using American Rescue Plan Act (ARPA) funds and procure the equipment. The council has previously approved the purchase of the Ambulance Module that will be fitted to this chassis on September 21, 2023.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>103-3503-00-4250</u> Amount: <u>\$53,815</u>	1295 Form Required? Yes ☒ No ☐
Legal Review Required: N/A ☒ Required ☐	Date Completed: <u>2/29/2024 SLH</u>
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>CT 2/29/24</u>

Supporting documents attached:

1. Ron Carter Bid
2. Platinum Ford North Bid

Recommendation: Move to award bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing American Rescue Plan Act (ARPA) funds in a total amount not to exceed \$53,815.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

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

3.00 Minimum Specifications:

Two 2023 model FORD F-450 CAB AND CHASSIS WITH AMBULANCE PACKAGE 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

* An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

**Meets Minimum
Specifications (X)**

3.1 F-450 CAB AND CHASSIS:

- A. 7.3 L V8 - GAS ENGINE
- B. AMBULANCE PACKAGE
- C. 169 INCH WHEELBASE
- D. 10 SPEED AUTOMATIC
- E. EXTERIOR - WHITE
- F. DUAL BATTERY
- G. XL CHROME PACKAGE
- H. 5 YEAR / 100,000 MILE BODY WARRANTY
- I. 60,000 MILE CHASSIS WARRANTY
- J. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511



CONTRACTOR REFERENCES

Customer Name: NRG ENERGY	
Contact: GRANT KREPINEVICH	Title: FLEET MANAGER
Address: 910 LOUISIANA B200 HOUSTON, TX 77002	Phone No.: (281) 800-6399
Scope of Work: SUPPLIED VEHICLES TO HIM	Length of Service: 3 YEARS

Customer Name: ENERGY RENTAL SOLUTIONS	
Contact: JAMES YARBROUGH	Title: MANAGER
Address: 4300 RICE DRYER ROAD	Phone No.: (281) 416-9604
Scope of Work: SUPPLIED TRUCKS	Length of Service: 6

Customer Name: TRANS-TECH	
Contact: STEVE NOEL	Title: PRESIDENT
Address: PO BOX 1021 SEABROOK, TX 77586	Phone No.: (832) 864-3379
Scope of Work: HEAVY DUTY TRUCKS	Length of Service: 5 YEARS

CITY OF ALVIN SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of RON CARTER offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. 2023 FORD F-450 CAB+CHASSIS WITH AMBUANCE
OPTION

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
☐	
☐	
☐	
☐	
☐	
☐	

The above item as detailed per specifications and any exceptions if offered (check one):

☒

Without exceptions

☐

With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name:

Authorized Representative:

Signature:

Title:

Date:

RON CARTER FORD

GARY P. BOGGS

GARY P. BOGGS

FLEET SALES DIRECTOR

1-20-2024

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

[illegible]

We quote the above FOB Alvin, Texas. Shipment can be made in 2 days from receipt of order.

Terms NET 15 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: RON CARTER FORD

ADDRESS: 3205 FM 528 ALVIN, TX 77511

PHONE NO.: (281) 388-2406

EMAIL: GBOGUISZ@IRONCARTERAUTO.COM

GARY P BOGUSZ
AUTHORIZED REPRESENTATIVE

FLEET SALES DIRECTOR
TITLE

[Signature]
AUTHORIZED SIGNATURE

1-20-24
DATE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name FORD and Manufacturer's License No. 92130

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. 0160421 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: RON CARTER FORD

Signature: Gary P Bogusz

Print Name: GARY P BOGUSZ

Title: FLEET SALES DIRECTOR

TABLE AS

CITY OF ALVIN,
216 W. SEALY,
ALVIN TEXAS 77511
ATTEN: DIXIE ROBERTS
SEALED BID B-24-01 "AMBULANCE CHASSIS"



ORIGIN: DALLAS (817) 599-6607 VERNON SCOTT 220 RICHES DR STE 280 LEATHERFORD, TX 76086 UNITED STATES US		SHIP DATE: 29 JAN 24 ACTWGT: 0.72 LB CNO: 256097878/MSX13600	
TO ATTN: DIXIE ROBERTS CITY OF ALVIN 216 W SEALY ST SEALED BID B-24-01 "AMBULANCE CHASSIS" ALVIN TX 77511		BILL SENDER	
TRK# 2703 1968 2093 0201		TUE - 30 JAN 10:30A PRIORITY OVERNIGHT	
AB GLSA 77511 TX-US IAH		FedEx Express	

Received
1/30/24
@
3:25pm
DN



CITY OF ALVIN

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, TX 77511 no later than 2:00 P.M., Tuesday, January 30, 2024.

Bids will then be publicly opened and read aloud at 2:15 P.M., on Tuesday January 30, 2024, in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, TX 77511 for the following:

**2 (two) 2023 FORD F-450 Chassis With Ambulance Package
7.3L V8-Gas Engine**

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council. Bidding information and specifications may be found on the City of Alvin's website: www.alvin-tx.gov, Bidding Information.

All bids received must be marked "SEALED BID No. B-24-01- AMBULANCE CHASSIS", on the outside of a completely sealed envelope and submitted in writing to the Office of the City Secretary, 216 W. Sealy, Alvin, Texas, 77511.

Dixie Roberts, City Secretary
City of Alvin

*Received
1/30/24
@ 3:25 pm
c/o Dixie Roberts*

ADS RUN on January 14, 2024, and January 21, 2024

BID INVITATION

EMERGENCY MEDICAL SERVICES DEPARTMENT

City of Alvin
216 West Sealy
Alvin, TX 77511
(281) 388-4315

DATE: January 14, 2024
BID NAME: Ambulance Chassis
BID NUMBER: B-24-01

ITEM(S) OUT FOR BID:

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until 2:00 p.m., Tuesday, January 30, 2024, in the Office of the City Secretary, Alvin City Hall, 216 West Sealy, Alvin, TX 77511, at which time they will be publicly opened and read in the City Council Chambers at 2:15 p.m.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City; however, they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid" and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the CITY SECRETARY, City of Alvin, 216 W. Sealy, Alvin, TX 77511. NO BID WILL BE ACCEPTED VIA FAX OR EMAIL.
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Alvin, Texas, delivered to the floor of the location indicated.
5. The City of Alvin, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Alvin, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Alvin, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Alvin, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Alvin assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the Director of Emergency Medical Services (EMS).
11. Any attempt to negotiate on the contents of this bid with the City of Alvin or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.

13. The City of Alvin, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at any time prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening.

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1.00 Standard Terms and Conditions

The City of Alvin, Texas desires to enter into a contract with reliable firm(s) to furnish **"2 (Two) 2023 FORD F-450 Chassis with Ambulance Package and 7.3L V-Gas Engine"** in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Alvin reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.1 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Alvin's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Alvin
216 W. Sealy
Alvin, TX 77511
Attn: Dixie Roberts
Sealed Bid B-24-01 "AMBULANCE CHASSIS"

- B. The Bidder must complete and return with the bid, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**
- C. **TWO** complete duplicates of vendor's bid will be submitted to the City in bid package with current business card.
- D. **Three** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.
- E. To obtain results, copies of the bid sheets, specifications, bidding documents please visit the City's website: www.alvin-tx.gov Bidding Information. All questions must be received in writing to: droberts@cityofalvin.com

1.2 Funding

Funds for payment have been provided through the City of Alvin budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Alvin fiscal year shall be subject to budget approval by the City Council.

1.3 Late Bids

Bids received in the Office of the City Secretary after the submission deadline will be considered void and unacceptable. The City

of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., the date/time stamp in the Office of the Alvin City Secretary shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract. Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.10 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the EMS Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the EMS Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.11 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.12 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.13 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.14 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or service have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.15 Conflict of Interest

No public official shall have interest in this contract accept in accordance with the Texas Local Government Code, Chapter 171.

1.16 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.17 Insurance INSURANCE NOT REQUIRED FOR THIS BID.

1.18 Contractor's Liability

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.19 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.20 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin. Addenda will be posted to the city's website: www.alvin-tx.gov Bidding Information.

1.21 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.22 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.23 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.24 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

Fails to meet delivery schedules;
Defaults in the payment of any fees;
Otherwise fails to perform in accordance with this contract;
Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.25 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.26 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.27 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.28 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.29 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.30 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.31 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.32 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF EMERGENCY MEDICAL SERVICES, RON SCHMITZ** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Ron Schmitz
EMS Director
(281) 388-4363
rschmitz@cityofalvin.com

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.

3.00 Minimum Specifications:

Two 2023 model FORD F-450 CAB AND CHASSIS WITH AMBULANCE PACKAGE 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

Meets Minimum Specifications (X)

3.1 F-450 CAB AND CHASSIS:

A. 7.3 L V8 – GAS ENGINE	X
B. AMBULANCE PACKAGE	X
C. 169 INCH WHEELBASE	X
D. 10 SPEED AUTOMATIC	X
E. EXTERIOR - WHITE	X
F. DUAL BATTERY	X
G. XL CHROME PACKAGE	X
H. 5 YEAR / 100,000 MILE BODY WARRANTY	X
I. 60,000 MILE CHASSIS WARRANTY	X
J. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511	X

NEARBY FORD DEALERSHIP AUTHORIZED SERVICE CENTERS
Ron Carter Ford inc. 3005 FM 528 Rd, Alvin, TX 77511
McRee Ford, Inc. 2800 Gulf Freeway, Dickinson, TX 77539



THIS BID IS ON BEHALF OF PLATINUM FORD NORTH WHICH IS ONE OF THE GILCHRIST AUTOMOTIVE GROUP'S 23 INDIVIDUAL DEALERSHIP'S IN TEXAS. WE UTILIZE ALL OF OUR GROUP'S DEALERSHIPS RESOURCES TO FULFILL OUR GOVERNMENT CUSTOMERS NEEDS.

CONTRACTOR REFERENCES

<https://www.gilchristautomotive.com/>

Customer Name: City of Sherman	
Contact: Craig Long , craigl@cityofsherman.com	Title Purchasing Officer
Address: PO Box 1106 _ Sherman, TX 75091-1106	Phone No.: 903-892-7215
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 & 2024 Vehicles to the City of Sherman Departments Trucks & Law Enforcement Vehicles	

Customer Name: City of Midland	
Contact: Regina Stephenson, rstephenson@midlandtexas.gov	Title City Fleet Director
Address: P.O. BOX 1152, MIDLAND TEXAS 79703-1152	Phone No.: 432-685-7233
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 Vehicles to the City of Midland Vehicles	

Customer Name: Tarrant County	
Contact: JOYLEE RUSSELL	Title FLEET MANAGER - CENTRAL GARAGE
Address: 2650 Premier St, Fort Worth, TX 76111	Phone No.: 817-838-4656
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 Sheriff Department Courtesy Patrol Trucks & 2023 2024 Electric Vehicles Contract.	

Handwritten signature and note:
713-444-0378
cell

CITY OF ALVIN

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of PLATINUM FORD NORTH LLC - THE GILCHRIST AUTOMOTIVE GROUP offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):
F4G 4x2 Reg Chas Cab DRW - 2024 FORD F-450 XL CAB & CHASSIS 4X2 169 WB, DRW, 7.3L V8 GAS,
 Unit Manufacturer & Model No. 10SPD TRANS, AMBULANCE PREP PACKAGE, CHROME APPEARANCE PACKAGE, WHITE EXT,
VIYNL INTERIOR

EXCEPTIONS TO SPECIFICATIONS (If Any)

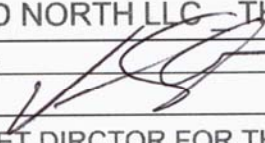
Item No.	Explanation
☐	N/A
☐	N/A
☐	N/A
☐	N/A
☐	N/A
☐	N/A

The above item as detailed per specifications and any exceptions if offered (check one):

☒ Without exceptions ☐ With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: PLATINUM FORD NORTH LLC - THE GILCHRIST AUTOMOTIVE GROUP
 Authorized Representative: VERNON SCOTT
 Signature: 
 Title: GOVERNMENT FLEET DIRECTOR FOR THE GILCHRIST AUTOMOTIVE GROUP
 Date: 01/26/2024



BUYERS ORDER

Purchaser (Govt. Agency)	
Agency Name	CITY OF ALVIN
Street Address	214 W. SEALY
City, State, Zip Code	ALVIN, TX 77511

Seller (Dealer)	
Dealership Name	PLATINUM FORD NORTH
Street Address	11590 US-377
City State, Zip Code	Pilot Point, TX 76258

FORD Fleet Account No. (FAN)	CITY OF ALVIN FORD MOTOR COMPANY FLEET ID QF005
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PURCHASE ORDER#	QUOTE - NO P.O. YET
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QTY	VON(S)	VEHICLE DESCRIPTION	UNIT PRICE	LINE TOTAL
	BUILT TO SPECS.	2024 FORD F450 XL, 4X2 REG CAB & CHASSIS 4X2 DRW/169 INCH-WB OXFORD WHITE, VINYL 40/20/40 SEATS MEDIUM DARK SLATE, PREFERRED EQUIPMENT PKG.650A, XL TRIM, AIR CONDITIONING CFC FREE, AM/FM STEREO MP3/CLK, 7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT, 225/70R19.5G BSW ALL POSITION, 4.88 RATIO REGULAR AXLE, 16500# GVWR PACKAGE, 50 STATE EMISSIONS, AMBULANCE PREP PACKAGE, 410 AMP ALTERNATOR, DUAL BATTERY, STAINLESS STEEL WHEEL COVERS, XL CHROME PACKAGE, FOG LAMPS, REMOTE START SYSTEM	MSRP \$57,350.00	
		DEALER_GOV'T FLEET DISCOUNT	(\$3,399.24)	
2		VEHICLE SALES PRICE	\$53,950.76	\$107,901.52
		DRIVER DELIVER FEE	\$385.00	\$770.00
		DOCUMENT FEE	\$150.00	\$300.00
		TEXAS STATE INSPECTION & TEMP TAG	\$28.50	\$57.00
		TEXAS SALES TAX 6.25% & COUNTY INV TAX	GOVT ENTITY TAX EXEMPT	\$0.00
		CITY OF ALVIN RESPONSIBLE FOR VEHICLE TITLE, REGISTRATION & LICENSING FEES		
Attach list of additional VON's if necessary				
TOTAL PURCHASE				\$109,029.02

Authorized Government Agency Representative	
Signature	
Date	
Printed Name	DIXIE ROBERTS - CITY SECRETARY RON SCHMITZ - EMS DIRECTOR

Authorized Dealership Sales Representative	
Signature	
Date	01/25/2024
Printed Name	VERNON SCOTT

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

Item No.	Item Description	Est. Quantity	Unit Price	Item Total
1.	2023 FORD F-450 Chassis with Ambulance Package 7.3L V-GAS ENGINE	2	\$	\$
		2	\$54,514.51	\$109,029.02
1.	2024 FORD F-450 XL REG CAB & CHASSIS 4X2 DRW 169" WB 7.3L V8 GAS, 10 SPD TRANS, AMBULANCE PREP PACKAGE, CHROME APPEARANCE PACKED, WHITE EXTERIOR, VINYL INTERIOR, ORDER UNIT - EXPECTED DELIVERY > 210 DAYS	2 UNITS	\$ 54,514.51	\$109,029.02
	DEAL STRUCTURE			
	VEHICLE MSRP - \$57,350.00			
	PLATINUM FORD NORTH DISCOUNT (\$ 3,399.24)			
	PLATINUM FORD NORTH SALES PRICE - \$53,950.76			
	DELIVERY DRIVER FEE TO ALVIN TEXAS - \$ 385.00			
	DOCUMENT FEE - \$ 150.00			
	STATE INSPECTION FEE - \$ 23.75			
	TEMPORARY LICENSE FEE - \$ 5.00			
	TOTAL PER VEHICLE DELIVERED - \$ 54,514.51			
		GRAND TOTAL		\$109,029.02
				\$109,029.02

We quote the above FOB Alvin, Texas. Shipment can be made in >210 days from receipt of order.

Terms 30 DAYS net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: PLATINUM FORD NORTH LLC THE GILCHRIST AUTOMOTIVE GROUP

ADDRESS: 11590 US-377, PILOT POINT, TX 76258

PHONE NO.: 713-444-0378

EMAIL: VSCOTT@GILCHRISTAUTOMOTIVE.COM

VERNON SCOTT
AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE

GOVERNMENT FLEET DIRECTOR - THE GILCHRIST
AUTOMOTIVE GROUP

TITLE

01/26/2024

DATE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

PLATINUM FORD NORTH FORD

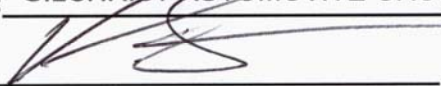
1. Name _____ and Manufacturer's License No. F52414

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. A168221 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: PLATINUM FORD NORTH LLC
GILCHRIST AUTOMOTIVE GROUP

Signature: 

Print Name: VERNON SCOTT

Title: GOVERNMENT FLEET DIRECTOR



Review Order 1235 - F4G 4x2 Reg Chas Cab DRW : Order Summary Time of Preview: 01/28/2024 14:50:31 Rec

Dealership Name : PLATINUM FORD NORTH LLC - GILCHRIST AUTOMOTIVE

Dealer Rep.	VERNON SCOTT	Type	Fleet	Vehicle Line	Superduty	Order Code	1235
Customer Name	city alvin	Priority Code	C2	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
450 4X2 CHASSIS CAB DRW/169	\$53425	16500# GVWR PACKAGE	\$0
69 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$53425	AMBULANCE PREP PACKAGE	\$1205
XFORD WHITE	\$0	.410 AMP ALTERNATOR	\$0
INYL 40/20/40 SEATS	\$0	PRICE CONCESSION INDICATOR	\$0
MEDIUM DARK SLATE	\$0	DUAL BATTERY	\$0
REFERRED EQUIPMENT PKG.650A	\$0	STAINLESS STEEL WHEEL COVERS	\$500
XL TRIM	\$0	XL CHROME PACKAGE	\$225
AIR CONDITIONING - CFC FREE	\$0	.FOG LAMPS	\$0
AM/FM STEREO MP3/CLK	\$0	.REMOTE START SYSTEM	\$0
7.3L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
0-SPEED AUTO TORQSHIFT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
25/70R19.5G BSW ALL POSITION	\$0	FUEL CHARGE	\$0
.88 RATIO REGULAR AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
OB #2 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995

MSRP
\$57350
NA
\$57350

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

Build To
Spec Sheet

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Platinum Ford North LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 11590 US-377	Requester's name and address (optional)
6 City, state, and ZIP code Pilot Point, TX 76258	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

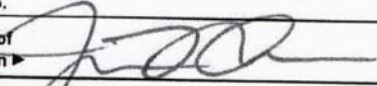
Social security number									
			-				-		
or									
Employer identification number									
8	8	-	4	2	0	5	9	0	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **1/16/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2023

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

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

PRODUCER Cornhill Insurance Programs 8851 Camp Bowie West Blvd Ste 110 Fort Worth TX 76116		CONTACT NAME: Larry Volmert PHONE (A/C, No, Ext): 817-583-8324 E-MAIL ADDRESS: dealerpak@cornhillins.com FAX (A/C, No): 817-203-2184	
INSURED Platinum Ford, LLC 85 TX-557 Spur Terrell TX 75160-9348		INSURER(S) AFFORDING COVERAGE INSURER A: Midvale Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 27138	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NA
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Garage ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	ADMP000208-01	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Other than auto only agg \$ 3,000,000
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Office Use Only

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1116955

Date Filed:
01/28/2024

Date Acknowledged:

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

Platinum Ford North
Pilot Point, TX United States

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

City of Alvin

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

SEALED BID No. B-24-01
AMBULANCE CHASSIS

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

5 Check only if there is NO Interested Party.



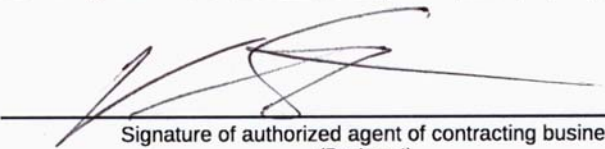
6 UNSWORN DECLARATION

My name is VERNON SCOTT, and my date of birth is 11/02/2024.

My address is 317 NORTH LAMBERT RD, WEATHERFORD, TEXAS, 76088, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in PARKER COUNTY County, State of TEXAS, on the 26 day of JAN, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

References for the Gilchrist Automotive Group

Our group of dealerships are owned & operated by Charlie Gilchrist & Stephen Gilchrist. Our group Headquarters are located inside the Southwest Ford location in Weatherford Texas.

At this time, we have 20 Dealership Locations in Texas & Oklahoma featuring 16 different franchises.

Reference #1

Reeder Distributors Inc

5450 Wilbarger St., Fort Worth Texas 76119

President: Ned Reeder – 817-429-5957

Company is a Wholesale Distributor of Diesel Fuel and purchases trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #2

Texas State Utilities

3112 Wichita Ct., Fort Worth Texas 76140

President: Justin Keller

Email: TSU1@COM, Phone: 817-665-9000

Company is providing street light maintenance and Underground Contracting for the City of Fort Worth. They purchase their Bucket & Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #3

Ledwell & Son Enterprises Inc.

3000 Waco Street, Texarkana Texas 75501

President: Steve Ledwell Phone: 903-888-6531

Company is a Custom Dump Truck bed, Tank Builder and Commercial Trailer Manufacturer. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #4

Reynolds Asphalt & Construction Inc.

617 E. College St. Lewisville Texas 75057

President: Gary Reynolds, Phone: 972-434-2004

Company is an Asphalt Paving & Construction Company. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #5

Lightfoot Mechanical – Plumbing, Electrical & HVAC

1026 Fort Worth Highway, Weatherford Texas 76086

Office Phone: 817-618-4595

This company specializes in Electrical, Plumbing and HVAC Contracting Business. They purchase their Van and Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

A handwritten signature in dark ink, appearing to be 'J. A.', is written diagonally across the right side of the page, overlapping the text of Reference #2.

THE GILCHRIST AUTOMOTIVE GROUP

DEALERSHIP LOCATIONS & BRANDS SOLD

AS OF 8-1-2023

- **Southwest Ford, Inc.-GILCHRIST HEADQUARTERS**
3000 Ft. Worth Hwy. Weatherford, TX 76087-8771 US
 - **Platinum Cadillac**
- 398 SPUR 557 TERRELL, TX 75160-3007 US
 - **Platinum Chevrolet**
- 398 SPUR 557 TERRELL, TX 75160-3007 US
 - **Platinum Chrysler Dodge Jeep RAM**
- 65 Spur 557 Terrell, TX 75160 US
 - **Platinum Ford**
- 85 Spur 557 Terrell, TX 75160 US
 - **Platinum Ford North**
- 11590 Highway 377 Pilot Point, TX 76258-6053 US
 - **Spur Chrysler Dodge Jeep Ram**
- 106 S Hwy 36 Bypass Gatesville, TX 76528 US
 - **Triple Crown Ford**
- 2975 W Washington Stephenville, TX 76401-3713 US
 - **Triple Crown Lincoln**
- 2975 W Washington St Stephenville, TX 76401-3713 US

- **SouthWest Buick GMC of Lawton**
5002 NW Cache Rd Lawton, OK 73505 US
- **SouthWest Chrysler Dodge Jeep Ram**
2235 N. Main Street Cleburne, TX 76033 US
- **SouthWest Honda**
5010 NW Cache Rd Lawton, OK 73505 US
- **Southwest Mazda**
5221 NW Cache Rd Lawton, OK 73505 US
- **SouthWest Nissan**
3050 Fort Worth Hwy. Weatherford, TX 76087 US
- **SouthWest Toyota of Lawton**
7110 NW Quannah Parker Trailway Lawton, OK 73505-3409 US
- **SouthWest Volkswagen**
2951 Fort Worth Hwy Weatherford, TX 76087 US
- **Spur Chevrolet GMC**
210 S HIGHWAY 36 N BYP GATESVILLE, TX 76528-2745 US
- **Pegasus Chevrolet**
401 S I-45 ENNIS, TX 75119-5114 US
- **Pegasus Chrysler Dodge Jeep RAM**
305 S. Interstate Highway 45 Ennis, TX 75119-5114

- PLATINUM TOYOTA OF TEXOMA
899 US-75, Denison, TX 75020

- PLATINUM NISSAN OF TEXOMA
2010 US-75, Denison, TX 75020

- PLATINUM HONDA OF TEXOMA
2020 US-75, Denison, TX 75020

A Platinum Ford

A Platinum Ford

85 Spur 557
Terrell, TX 75160 US

B Platinum Ford North

11590 Highway 377
Pilot Point, TX 76258-6053 US

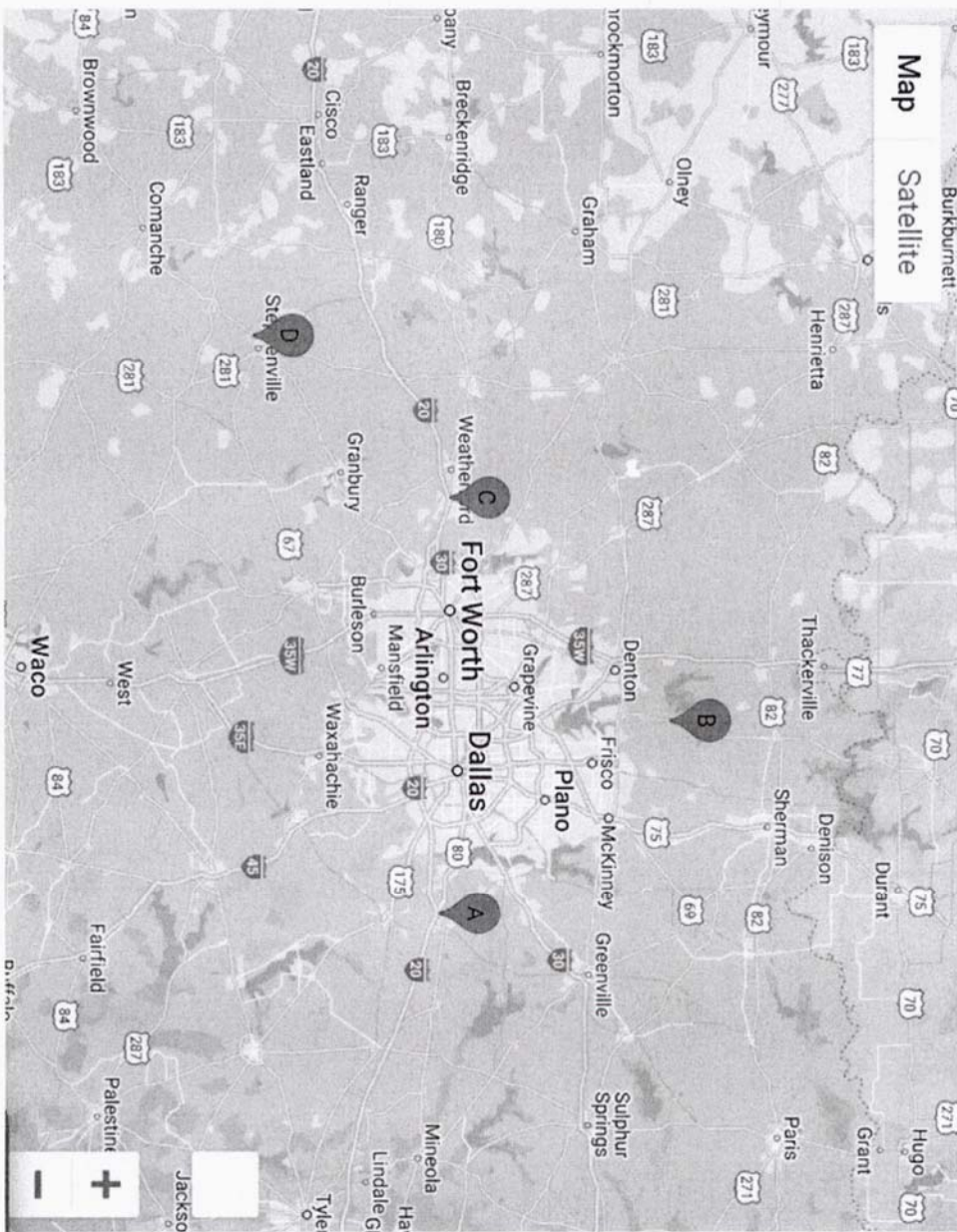
C Southwest Ford, Inc.

3000 Ft. Worth Hwy.
Weatherford, TX 76087-8771 US

D Triple Crown Ford

2975 W Washington
Stephenville, TX 76401-3713 US

GILCHRIST AUTOMOTIVE FORD DEALERSHIPS



GILCHRIST AUTOMOTIVE CHEVROLET DEALERSHIPS

3 LOCATIONS AVAILABLE

A Pegasus Chevrolet

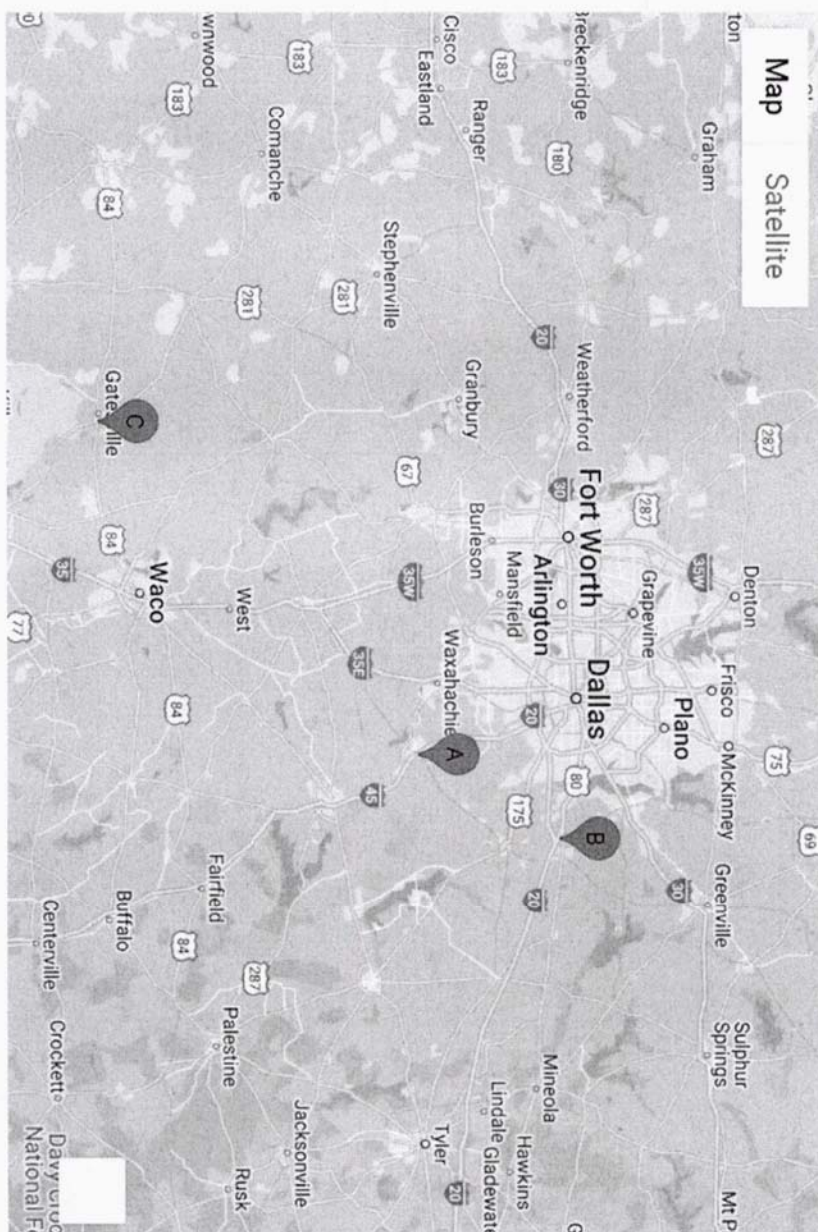
401 S. I-45
ENNIS, TX 75119-5114 US

B Platinum Chevrolet

398 SPUR 557
TERRELL, TX 75160-3007 US

C Spur Chevrolet GMC

2105 HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



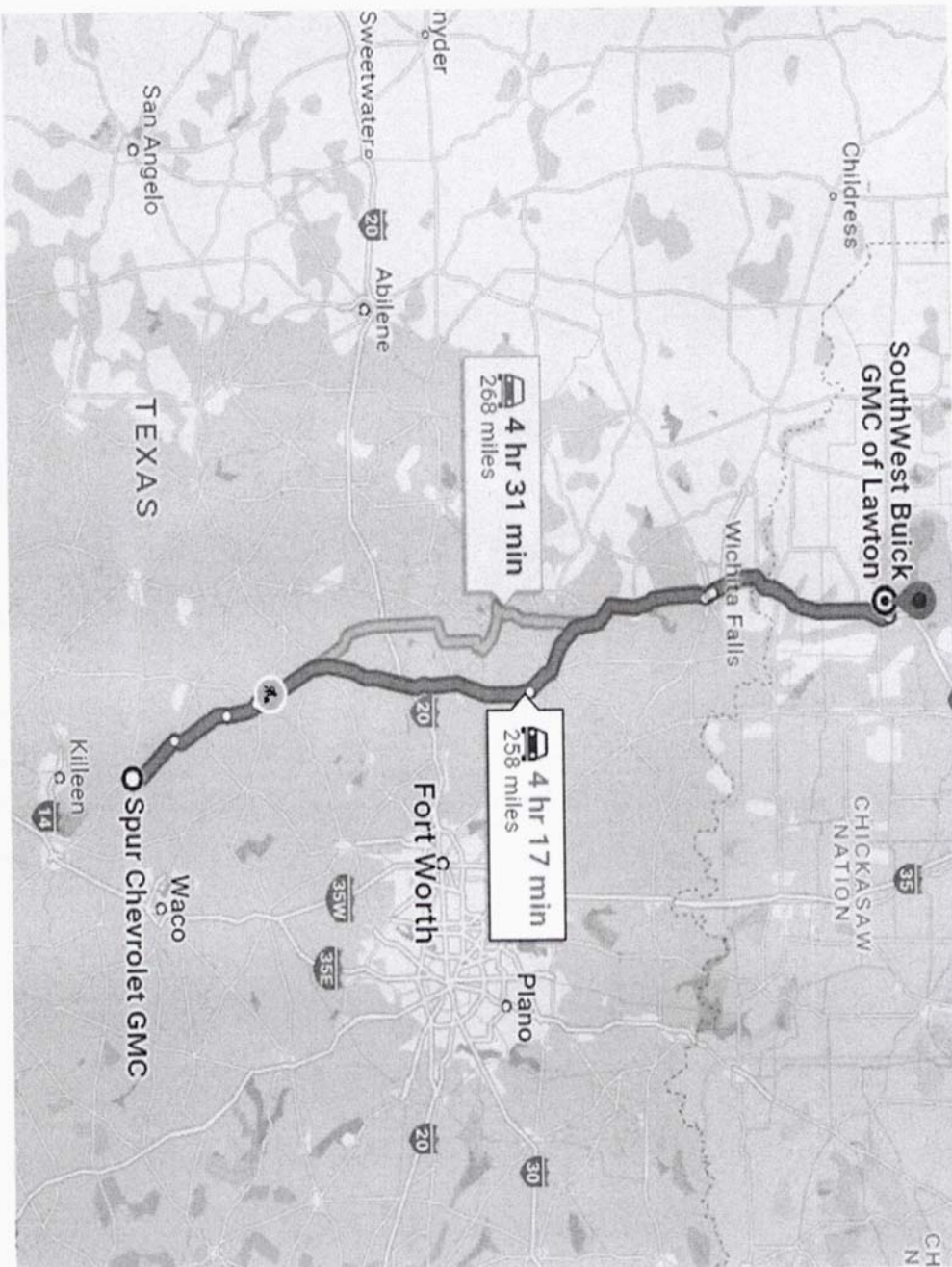
GILCHRIST AUTOMOTIVE BUICK & GMC DEALERSHIPS

A SouthWest Buick GMC of Lawton

5002 NW Cache Rd
Lawton, OK 73505 US

B Spur Chevrolet GMC

2105 HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



GILCHRIST AUTOMOTIVE DODGE CHRYSLER JEEP RAM DEALERSHIPS

4 LOCATIONS AVAILABLE

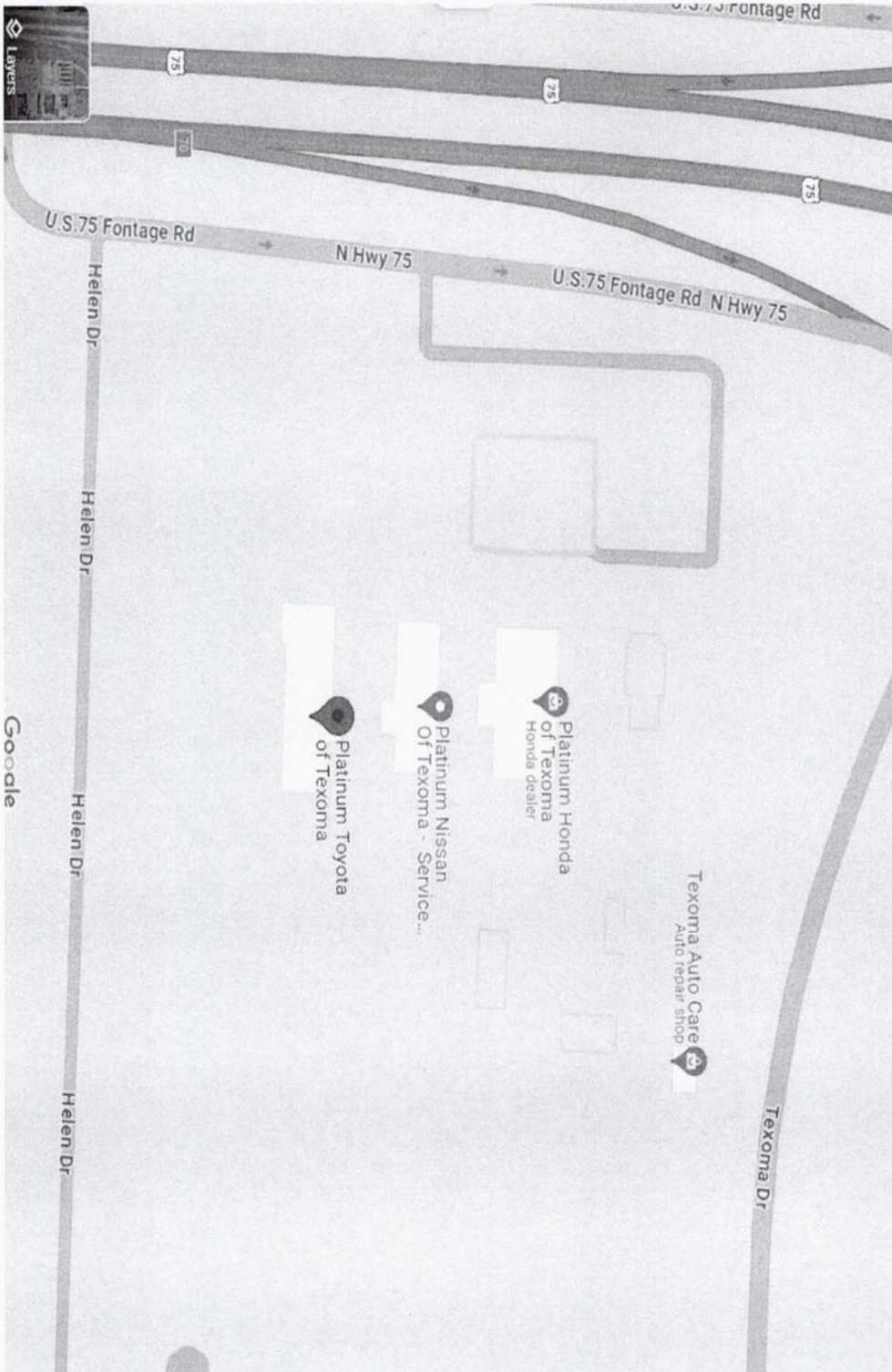
- A Pegasus Chrysler Dodge Jeep RAM**
305 S. Interstate Highway 45
Ennis, TX 75119-5114 US
- B Platinum Chrysler Dodge Jeep RAM**
65 Spur 557
Terrell, TX 75160 US
- C SouthWest Chrysler Dodge Jeep Ram**
2235 N. Main Street
Cleburne, TX 76033 US
- D Spur Chrysler Dodge Jeep Ram**
106 S Hwy 36 Bypass
Gatesville, TX 76528 US



LATINUM HONDA OF TEXOMA
020 US-75, Denison, TX 75020

PLATINUM NISSAN OF TEXOMA
2010 US-75, Denison, TX 75020

PLATINUM TOYOTA OF TEXOMA
399 US-75, Denison, TX 75020



1 LOCATION AVAILABLE
A SouthWest Nissan
 3050 Fort Worth Hwy.
 Weatherford, TX 76087 US

1 LOCATION AVAILABLE
A SouthWest Volkswagen
 2951 Fort Worth Hwy
 Weatherford, TX 76087 US

1 LOCATION AVAILABLE
A Platinum Cadillac
 398 SPUR 557
 TERRELL, TX 75160-3007 US

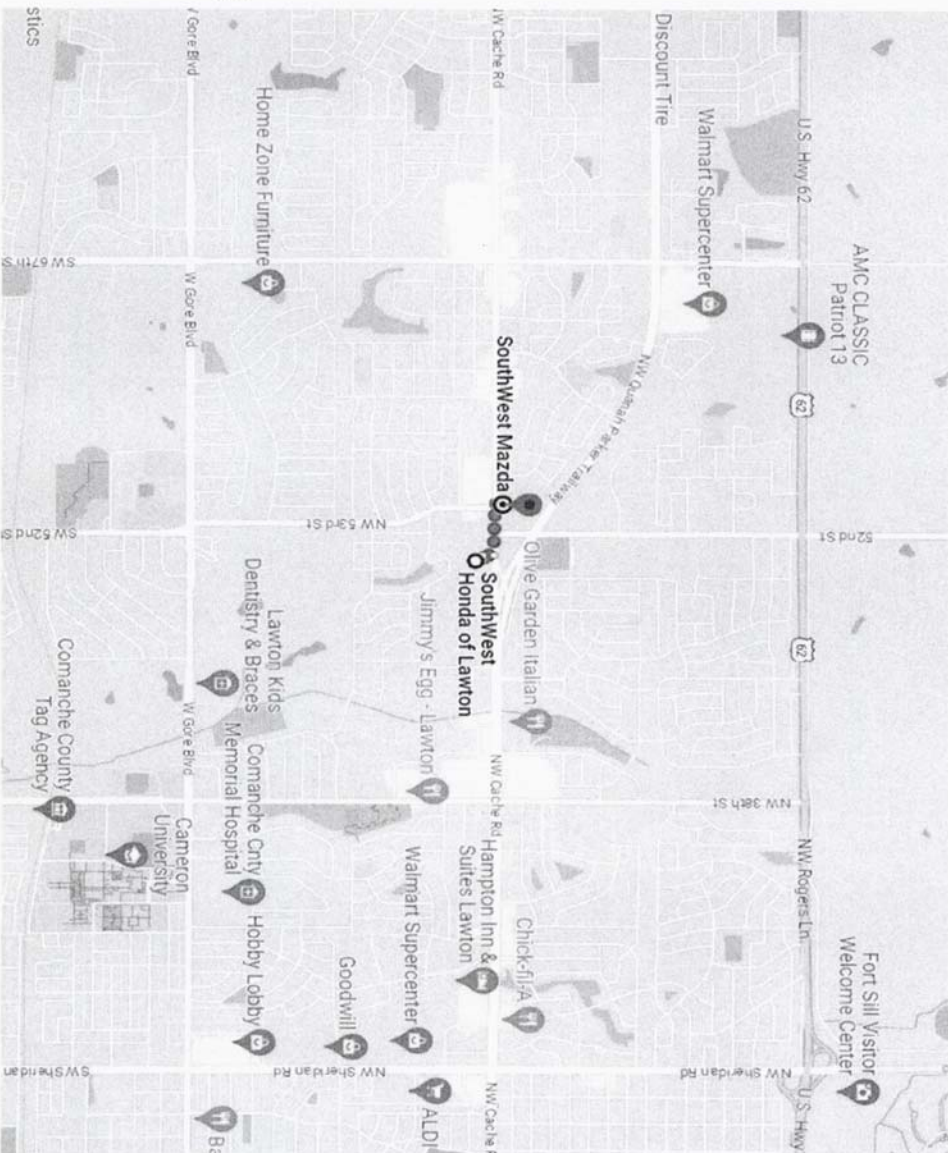
1 LOCATION AVAILABLE
A Triple Crown Lincoln
 2975 W Washington St
 Stephenville, TX 76401-3713 US

1 LOCATION AVAILABLE
A SouthWest Toyota of Lawton
 7110 NW Quannah Parker Trailway
 Lawton, OK 73505-3409 US

1 LOCATION AVAILABLE
 SouthWest Honda of
 Lawton, 5010 NW Cache
 Rd, Lawton, OK 73505

1 LOCATION AVAILABLE
 SouthWest Mazda,
 5221 NW Cache Rd,
 Lawton, OK 73505

GILCHRIST AUTOMOTIVE NISSAN VOLKSWAGEN CADILLAC LINCOLN TOYOTA MAZDA HONDA DEALERSHIPS





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing funds as budgeted in the FY23-24 budget, for a total amount not to exceed \$53,815.

Type of Item: Action Item

Summary: Ambulance Unit #845 was a 2016 Chevrolet 3500 damaged in an accident in January 2023 that resulted in a total loss (at no fault of the City). This unit was due to be replaced in FY 23/24 and had 219,000 miles at the time of the accident. The City received \$31,150.00 from TML insurance.

BID-24-01 Ambulance Chassis opened on January 30, 2024, and advertised on January 14, 2024, and January 21, 2024. Bids were received by the deadline from: Ron Carter Ford and Platinum Ford North LLC.

This purchase is for the replacement of the ambulance chassis (F450) which will be attached to an ambulance module purchased separately and previously approved by City Council on September 21, 2023.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: _____	Amount: <u>\$53,815</u>
Legal Review Required: N/A ☒ Required ☐	1295 Form Required? Yes ☒ No ☐
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>2/29/2024 SLH</u>
	Date Completed: <u>CT 2/29/24</u>

Supporting documents attached:

1. Ron Carter Bid
2. Platinum Ford Bid

Recommendation: Move award a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing funds as budgeted in the FY23-24 budget, for a total amount not to exceed \$53,815.

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

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

3.00 Minimum Specifications:

Two 2023 model FORD F-450 CAB AND CHASSIS WITH AMBULANCE PACKAGE 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

* An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

**Meets Minimum
Specifications (X)**

3.1 F-450 CAB AND CHASSIS:

- A. 7.3 L V8 - GAS ENGINE
- B. AMBULANCE PACKAGE
- C. 169 INCH WHEELBASE
- D. 10 SPEED AUTOMATIC
- E. EXTERIOR - WHITE
- F. DUAL BATTERY
- G. XL CHROME PACKAGE
- H. 5 YEAR / 100,000 MILE BODY WARRANTY
- I. 60,000 MILE CHASSIS WARRANTY
- J. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511



CONTRACTOR REFERENCES

Customer Name: NRG ENERGY	
Contact: GRANT KREPINEVICH	Title: FLEET MANAGER
Address: 910 LOUISIANA B200 HOUSTON, TX 77002	Phone No.: (281) 800-6399
Scope of Work: SUPPLIED VEHICLES TO HIM	Length of Service: 3 YEARS

Customer Name: ENERGY RENTAL SOLUTIONS	
Contact: JAMES YARBROUGH	Title: MANAGER
Address: 4300 RICE DRYER ROAD	Phone No.: (281) 416-9604
Scope of Work: SUPPLIED TRUCKS	Length of Service: 6

Customer Name: TRANS-TECH	
Contact: STEVE NOEL	Title: PRESIDENT
Address: PO BOX 1021 SEABROOK, TX 77586	Phone No.: (832) 864-3379
Scope of Work: HEAVY DUTY TRUCKS	Length of Service: 5 YEARS

CITY OF ALVIN SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of RON CARTER offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. 2023 FORD F-450 CAB+CHASSIS WITH AMBULANCE
OPTION

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
☐	
☐	
☐	
☐	
☐	
☐	

The above item as detailed per specifications and any exceptions if offered (check one):

☒

Without exceptions

☐

With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name:

Authorized Representative:

Signature:

Title:

Date:

RON CARTER FORD
GARY P. BOGGS
GARY P. BOGGS
FLEET SALES DIRECTOR
1-20-2024

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

[illegible]

We quote the above FOB Alvin, Texas. Shipment can be made in 2 days from receipt of order.

Terms NET 15 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: RON CARTER FORD

ADDRESS: 3205 FM 528 ALVIN, TX 77511

PHONE NO.: (281) 388-2406

EMAIL: GBOGUISZ@IRONCARTERAUTO.COM

GARY P BOGUSZ
AUTHORIZED REPRESENTATIVE

FLEET SALES DIRECTOR
TITLE

[Signature]
AUTHORIZED SIGNATURE

1-20-24
DATE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name FORD and Manufacturer's License No. 92130

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. 0160421 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: RON CARTER FORD

Signature: Gary P Bogusz

Print Name: GARY P BOGUSZ

Title: FLEET SALES DIRECTOR

TABLE AS

CITY OF ALVIN,
216 W. SEALY,
ALVIN TEXAS 77511
ATTEN: DIXIE ROBERTS
SEALED BID B-24-01 "AMBULANCE CHASSIS"



ORIGIN: DALLAS (817) 599-6607 VERNON SCOTT 220 RICHES DR STE 280 LEATHERFORD, TX 76086 UNITED STATES US		SHIP DATE: 29 JAN 24 ACTWGT: 0.72 LB CNO: 256097878/MSX13600	
TO ATTN: DIXIE ROBERTS CITY OF ALVIN 216 W SEALY ST SEALED BID B-24-01 "AMBULANCE CHASSIS" ALVIN TX 77511		BILL SENDER	
TRK# 2703 1968 2093 0201		TUE - 30 JAN 10:30A PRIORITY OVERNIGHT	
AB GLSA 77511 TX-US IAH		FedEx Express	

Received
1/30/24
@
3:25pm
DR



CITY OF ALVIN

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, TX 77511 no later than 2:00 P.M., Tuesday, January 30, 2024.

Bids will then be publicly opened and read aloud at 2:15 P.M., on Tuesday January 30, 2024, in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, TX 77511 for the following:

**2 (two) 2023 FORD F-450 Chassis With Ambulance Package
7.3L V8-Gas Engine**

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council. Bidding information and specifications may be found on the City of Alvin's website: www.alvin-tx.gov, Bidding Information.

All bids received must be marked "SEALED BID No. B-24-01- AMBULANCE CHASSIS", on the outside of a completely sealed envelope and submitted in writing to the Office of the City Secretary, 216 W. Sealy, Alvin, Texas, 77511.

Dixie Roberts, City Secretary
City of Alvin

*Received
1/30/24
@ 3:25 pm
c/o Dixie Roberts*

ADS RUN on January 14, 2024, and January 21, 2024

BID INVITATION

EMERGENCY MEDICAL SERVICES DEPARTMENT

City of Alvin
216 West Sealy
Alvin, TX 77511
(281) 388-4315

DATE: January 14, 2024
BID NAME: Ambulance Chassis
BID NUMBER: B-24-01

ITEM(S) OUT FOR BID:

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until 2:00 p.m., Tuesday, January 30, 2024, in the Office of the City Secretary, Alvin City Hall, 216 West Sealy, Alvin, TX 77511, at which time they will be publicly opened and read in the City Council Chambers at 2:15 p.m.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City; however, they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid" and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the CITY SECRETARY, City of Alvin, 216 W. Sealy, Alvin, TX 77511. NO BID WILL BE ACCEPTED VIA FAX OR EMAIL.
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Alvin, Texas, delivered to the floor of the location indicated.
5. The City of Alvin, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Alvin, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Alvin, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Alvin, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Alvin assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the Director of Emergency Medical Services (EMS).
11. Any attempt to negotiate on the contents of this bid with the City of Alvin or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.

13. The City of Alvin, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at any time prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening.

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1.00 STANDARD TERMS AND CONDITIONS	4
2.00 CITY RESPONSIBILITIES	10
3.00 MINIMUM SPECIFICATIONS	10
CONTRACTOR REFERENCES	12
SPECIFICATION COMPLIANCE CERTIFICATION FORM	13
BID PROPOSAL	14
VEHICLE LICENSES	15
PROPOSAL AFFIDAVIT	16

1.00 Standard Terms and Conditions

The City of Alvin, Texas desires to enter into a contract with reliable firm(s) to furnish **"2 (Two) 2023 FORD F-450 Chassis with Ambulance Package and 7.3L V-Gas Engine"** in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Alvin reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.1 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Alvin's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Alvin
216 W. Sealy
Alvin, TX 77511
Attn: Dixie Roberts
Sealed Bid B-24-01 "AMBULANCE CHASSIS"

- B. The Bidder must complete and return with the bid, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**
- C. **TWO** complete duplicates of vendor's bid will be submitted to the City in bid package with current business card.
- D. **Three** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.
- E. To obtain results, copies of the bid sheets, specifications, bidding documents please visit the City's website: www.alvin-tx.gov Bidding Information. All questions must be received in writing to: droberts@cityofalvin.com

1.2 Funding

Funds for payment have been provided through the City of Alvin budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Alvin fiscal year shall be subject to budget approval by the City Council.

1.3 Late Bids

Bids received in the Office of the City Secretary after the submission deadline will be considered void and unacceptable. The City

of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., the date/time stamp in the Office of the Alvin City Secretary shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract. Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.10 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the EMS Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the EMS Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.11 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.12 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.13 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.14 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or service have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.15 Conflict of Interest

No public official shall have interest in this contract accept in accordance with the Texas Local Government Code, Chapter 171.

1.16 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.17 Insurance INSURANCE NOT REQUIRED FOR THIS BID.

1.18 Contractor's Liability

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.19 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.20 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin. Addenda will be posted to the city's website: www.alvin-tx.gov Bidding Information.

1.21 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.22 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.23 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.24 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

Fails to meet delivery schedules;
Defaults in the payment of any fees;
Otherwise fails to perform in accordance with this contract;
Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.25 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.26 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.27 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.28 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.29 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.30 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.31 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.32 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF EMERGENCY MEDICAL SERVICES, RON SCHMITZ** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Ron Schmitz
EMS Director
(281) 388-4363
rschmitz@cityofalvin.com

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.

3.00 Minimum Specifications:

Two 2023 model FORD F-450 CAB AND CHASSIS WITH AMBULANCE PACKAGE 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

Meets Minimum Specifications (X)

3.1 F-450 CAB AND CHASSIS:

A. 7.3 L V8 – GAS ENGINE	X
B. AMBULANCE PACKAGE	X
C. 169 INCH WHEELBASE	X
D. 10 SPEED AUTOMATIC	X
E. EXTERIOR - WHITE	X
F. DUAL BATTERY	X
G. XL CHROME PACKAGE	X
H. 5 YEAR / 100,000 MILE BODY WARRANTY	X
I. 60,000 MILE CHASSIS WARRANTY	X
J. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511	X

NEARBY FORD DEALERSHIP AUTHORIZED SERVICE CENTERS
Ron Carter Ford inc. 3005 FM 528 Rd, Alvin, TX 77511
McRee Ford, Inc. 2800 Gulf Freeway, Dickinson, TX 77539



THIS BID IS ON BEHALF OF PLATINUM FORD NORTH WHICH IS ONE OF THE GILCHRIST AUTOMOTIVE GROUP'S 23 INDIVIDUAL DEALERSHIP'S IN TEXAS. WE UTILIZE ALL OF OUR GROUP'S DEALERSHIPS RESOURCES TO FULFILL OUR GOVERNMENT CUSTOMERS NEEDS.

CONTRACTOR REFERENCES

<https://www.gilchristautomotive.com/>

Customer Name: City of Sherman	
Contact: Craig Long , craigl@cityofsherman.com	Title Purchasing Officer
Address: PO Box 1106 _ Sherman, TX 75091-1106	Phone No.: 903-892-7215
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 & 2024 Vehicles to the City of Sherman Departments Trucks & Law Enforcement Vehicles	

Customer Name: City of Midland	
Contact: Regina Stephenson, rstephenson@midlandtexas.gov	Title City Fleet Director
Address: P.O. BOX 1152, MIDLAND TEXAS 79703-1152	Phone No.: 432-685-7233
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 Vehicles to the City of Midland Vehicles	

Customer Name: Tarrant County	
Contact: JOYLEE RUSSELL	Title FLEET MANAGER - CENTRAL GARAGE
Address: 2650 Premier St, Fort Worth, TX 76111	Phone No.: 817-838-4656
Scope of Work:	Length of Service: 1 YEAR
The Gilchrist Automotive Group of Dealerships supplied 2023 Sheriff Department Courtesy Patrol Trucks & 2023 2024 Electric Vehicles Contract.	

Handwritten signature and note:
713-444-0378
cell

CITY OF ALVIN

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of PLATINUM FORD NORTH LLC - THE GILCHRIST AUTOMOTIVE GROUP offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):
F4G 4x2 Reg Chas Cab DRW - 2024 FORD F-450 XL CAB & CHASSIS 4X2 169 WB, DRW, 7.3L V8 GAS,
 Unit Manufacturer & Model No. 10SPD TRANS, AMBULANCE PREP PACKAGE, CHROME APPEARANCE PACKAGE, WHITE EXT,
VIYNL INTERIOR

EXCEPTIONS TO SPECIFICATIONS (If Any)

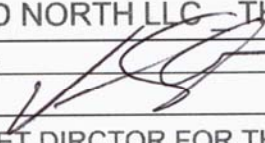
Item No.	Explanation
☐	N/A
☐	N/A
☐	N/A
☐	N/A
☐	N/A
☐	N/A

The above item as detailed per specifications and any exceptions if offered (check one):

☒ Without exceptions ☐ With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: PLATINUM FORD NORTH LLC - THE GILCHRIST AUTOMOTIVE GROUP
 Authorized Representative: VERNON SCOTT
 Signature: 
 Title: GOVERNMENT FLEET DIRECTOR FOR THE GILCHRIST AUTOMOTIVE GROUP
 Date: 01/26/2024



BUYERS ORDER

Purchaser (Govt. Agency)	
Agency Name	CITY OF ALVIN
Street Address	214 W. SEALY
City, State, Zip Code	ALVIN, TX 77511

Seller (Dealer)	
Dealership Name	PLATINUM FORD NORTH
Street Address	11590 US-377
City State, Zip Code	Pilot Point, TX 76258

FORD Fleet Account No. (FAN)	CITY OF ALVIN FORD MOTOR COMPANY FLEET ID QF005
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PURCHASE ORDER#	QUOTE - NO P.O. YET
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QTY	VON(S)	VEHICLE DESCRIPTION	UNIT PRICE	LINE TOTAL
	BUILT TO SPECS.	2024 FORD F450 XL, 4X2 REG CAB & CHASSIS 4X2 DRW/169 INCH-WB OXFORD WHITE, VINYL 40/20/40 SEATS MEDIUM DARK SLATE, PREFERRED EQUIPMENT PKG.650A, XL TRIM, AIR CONDITIONING CFC FREE, AM/FM STEREO MP3/CLK, 7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT, 225/70R19.5G BSW ALL POSITION, 4.88 RATIO REGULAR AXLE, 16500# GVWR PACKAGE, 50 STATE EMISSIONS, AMBULANCE PREP PACKAGE, 410 AMP ALTERNATOR, DUAL BATTERY, STAINLESS STEEL WHEEL COVERS, XL CHROME PACKAGE, FOG LAMPS, REMOTE START SYSTEM	MSRP \$57,350.00	
		DEALER_GOV'T FLEET DISCOUNT	(\$3,399.24)	
2		VEHICLE SALES PRICE	\$53,950.76	\$107,901.52
		DRIVER DELIVER FEE	\$385.00	\$770.00
		DOCUMENT FEE	\$150.00	\$300.00
		TEXAS STATE INSPECTION & TEMP TAG	\$28.50	\$57.00
		TEXAS SALES TAX 6.25% & COUNTY INV TAX	GOVT ENTITY TAX EXEMPT	\$0.00
		CITY OF ALVIN RESPONSIBLE FOR VEHICLE TITLE, REGISTRATION & LICENSING FEES		
Attach list of additional VON's if necessary				
TOTAL PURCHASE				\$109,029.02

Authorized Government Agency Representative	
Signature	
Date	
Printed Name	DIXIE ROBERTS - CITY SECRETARY RON SCHMITZ - EMS DIRECTOR

Authorized Dealership Sales Representative	
Signature	
Date	01/25/2024
Printed Name	VERNON SCOTT

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

Item No.	Item Description	Est. Quantity	Unit Price	Item Total
1.	2023 FORD F-450 Chassis with Ambulance Package 7.3L V-GAS ENGINE	2	\$	\$
		2	\$54,514.51	\$109,029.02
1.	2024 FORD F-450 XL REG CAB & CHASSIS 4X2 DRW 169" WB 7.3L V8 GAS, 10 SPD TRANS, AMBULANCE PREP PACKAGE, CHROME APPEARANCE PACKED, WHITE EXTERIOR, VINYL INTERIOR, ORDER UNIT - EXPECTED DELIVERY > 210 DAYS	2 UNITS	\$ 54,514.51	\$109,029.02
	DEAL STRUCTURE			
	VEHICLE MSRP - \$57,350.00			
	PLATINUM FORD NORTH DISCOUNT (\$ 3,399.24)			
	PLATINUM FORD NORTH SALES PRICE - \$53,950.76			
	DELIVERY DRIVER FEE TO ALVIN TEXAS - \$ 385.00			
	DOCUMENT FEE - \$ 150.00			
	STATE INSPECTION FEE - \$ 23.75			
	TEMPORARY LICENSE FEE - \$ 5.00			
	TOTAL PER VEHICLE DELIVERED - \$ 54,514.51			
		GRAND TOTAL		\$109,029.02
				\$109,029.02

We quote the above FOB Alvin, Texas. Shipment can be made in >210 days from receipt of order.

Terms 30 DAYS net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: PLATINUM FORD NORTH LLC THE GILCHRIST AUTOMOTIVE GROUP

ADDRESS: 11590 US-377, PILOT POINT, TX 76258

PHONE NO.: 713-444-0378

EMAIL: VSCOTT@GILCHRISTAUTOMOTIVE.COM

VERNON SCOTT
AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE

GOVERNMENT FLEET DIRECTOR - THE GILCHRIST
AUTOMOTIVE GROUP

TITLE

01/26/2024

DATE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

PLATINUM FORD NORTH FORD

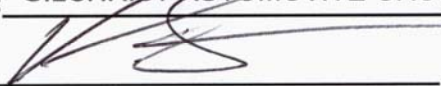
1. Name _____ and Manufacturer's License No. F52414

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. A168221 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: PLATINUM FORD NORTH LLC
GILCHRIST AUTOMOTIVE GROUP

Signature: 

Print Name: VERNON SCOTT

Title: GOVERNMENT FLEET DIRECTOR



Review Order 1235 - F4G 4x2 Reg Chas Cab DRW : Order Summary Time of Preview: 01/28/2024 14:50:31 Rec

Dealership Name : PLATINUM FORD NORTH LLC - GILCHRIST AUTOMOTIVE

Dealer Rep.	VERNON SCOTT	Type	Fleet	Vehicle Line	Superduty	Order Code	1235
Customer Name	city alvin	Priority Code	C2	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
450 4X2 CHASSIS CAB DRW/169	\$53425	16500# GVWR PACKAGE	\$0
69 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$53425	AMBULANCE PREP PACKAGE	\$1205
XFORD WHITE	\$0	.410 AMP ALTERNATOR	\$0
INYL 40/20/40 SEATS	\$0	PRICE CONCESSION INDICATOR	\$0
MEDIUM DARK SLATE	\$0	DUAL BATTERY	\$0
REFERRED EQUIPMENT PKG.650A	\$0	STAINLESS STEEL WHEEL COVERS	\$500
XL TRIM	\$0	XL CHROME PACKAGE	\$225
AIR CONDITIONING - CFC FREE	\$0	.FOG LAMPS	\$0
AM/FM STEREO MP3/CLK	\$0	.REMOTE START SYSTEM	\$0
7.3L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
0-SPEED AUTO TORQSHIFT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
25/70R19.5G BSW ALL POSITION	\$0	FUEL CHARGE	\$0
.88 RATIO REGULAR AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
OB #2 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995

MSRP
\$57350
NA
\$57350

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

Build To
Spec Sheet

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Platinum Ford North LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 11590 US-377	Requester's name and address (optional)
6 City, state, and ZIP code Pilot Point, TX 76258	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

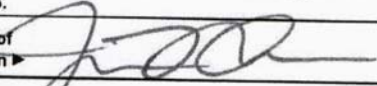
Social security number								
			-				-	
or								
Employer identification number								
8	8	-	4	2	0	5	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/16/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2023

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

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

PRODUCER Cornhill Insurance Programs 8851 Camp Bowie West Blvd Ste 110 Fort Worth TX 76116		CONTACT NAME: Larry Volmert PHONE (A/C, No, Ext): 817-583-8324 E-MAIL ADDRESS: dealerpak@cornhillins.com FAX (A/C, No): 817-203-2184	
INSURED Platinum Ford, LLC 85 TX-557 Spur Terrell TX 75160-9348		INSURER(S) AFFORDING COVERAGE INSURER A: Midvale Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 27138	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NA
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Garage ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	ADMP000208-01	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Other than auto only agg \$ 3,000,000
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Office Use Only

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1116955

Date Filed:
01/28/2024

Date Acknowledged:

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

Platinum Ford North
Pilot Point, TX United States

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

City of Alvin

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

SEALED BID No. B-24-01
AMBULANCE CHASSIS

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

5 Check only if there is NO Interested Party.



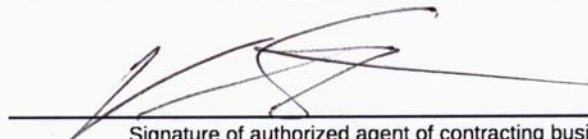
6 UNSWORN DECLARATION

My name is VERNON SCOTT, and my date of birth is 11/02/2024.

My address is 317 NORTH LAMBERT RD, WEATHERFORD, TEXAS, 76088, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in PARKER COUNTY County, State of TEXAS, on the 26 day of JAN, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

References for the Gilchrist Automotive Group

Our group of dealerships are owned & operated by Charlie Gilchrist & Stephen Gilchrist. Our group Headquarters are located inside the Southwest Ford location in Weatherford Texas.

At this time, we have 20 Dealership Locations in Texas & Oklahoma featuring 16 different franchises.

Reference #1

Reeder Distributors Inc

5450 Wilbarger St., Fort Worth Texas 76119

President: Ned Reeder – 817-429-5957

Company is a Wholesale Distributor of Diesel Fuel and purchases trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #2

Texas State Utilities

3112 Wichita Ct., Fort Worth Texas 76140

President: Justin Keller

Email: TSU1@COM, Phone: 817-665-9000

Company is providing street light maintenance and Underground Contracting for the City of Fort Worth. They purchase their Bucket & Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #3

Ledwell & Son Enterprises Inc.

3000 Waco Street, Texarkana Texas 75501

President: Steve Ledwell Phone: 903-888-6531

Company is a Custom Dump Truck bed, Tank Builder and Commercial Trailer Manufacturer. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #4

Reynolds Asphalt & Construction Inc.

617 E. College St. Lewisville Texas 75057

President: Gary Reynolds, Phone: 972-434-2004

Company is an Asphalt Paving & Construction Company. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #5

Lightfoot Mechanical – Plumbing, Electrical & HVAC

1026 Fort Worth Highway, Weatherford Texas 76086

Office Phone: 817-618-4595

This company specializes in Electrical, Plumbing and HVAC Contracting Business. They purchase their Van and Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.



THE GILCHRIST AUTOMOTIVE GROUP

DEALERSHIP LOCATIONS & BRANDS SOLD

AS OF 8-1-2023

- **Southwest Ford, Inc.-GILCHRIST HEADQUARTERS**
3000 Ft. Worth Hwy. Weatherford, TX 76087-8771 US
 - **Platinum Cadillac**
- 398 SPUR 557 TERRELL, TX 75160-3007 US
 - **Platinum Chevrolet**
- 398 SPUR 557 TERRELL, TX 75160-3007 US
 - **Platinum Chrysler Dodge Jeep RAM**
- 65 Spur 557 Terrell, TX 75160 US
 - **Platinum Ford**
- 85 Spur 557 Terrell, TX 75160 US
 - **Platinum Ford North**
- 11590 Highway 377 Pilot Point, TX 76258-6053 US
 - **Spur Chrysler Dodge Jeep Ram**
- 106 S Hwy 36 Bypass Gatesville, TX 76528 US
 - **Triple Crown Ford**
- 2975 W Washington Stephenville, TX 76401-3713 US
 - **Triple Crown Lincoln**
- 2975 W Washington St Stephenville, TX 76401-3713 US

- **SouthWest Buick GMC of Lawton**
5002 NW Cache Rd Lawton, OK 73505 US
- **SouthWest Chrysler Dodge Jeep Ram**
2235 N. Main Street Cleburne, TX 76033 US
- **SouthWest Honda**
5010 NW Cache Rd Lawton, OK 73505 US
- **Southwest Mazda**
5221 NW Cache Rd Lawton, OK 73505 US
- **SouthWest Nissan**
3050 Fort Worth Hwy. Weatherford, TX 76087 US
- **SouthWest Toyota of Lawton**
7110 NW Quannah Parker Trailway Lawton, OK 73505-3409 US
- **SouthWest Volkswagen**
2951 Fort Worth Hwy Weatherford, TX 76087 US
- **Spur Chevrolet GMC**
210 S HIGHWAY 36 N BYP GATESVILLE, TX 76528-2745 US
- **Pegasus Chevrolet**
401 S I-45 ENNIS, TX 75119-5114 US
- **Pegasus Chrysler Dodge Jeep RAM**
305 S. Interstate Highway 45 Ennis, TX 75119-5114

- PLATINUM TOYOTA OF TEXOMA
899 US-75, Denison, TX 75020

- PLATINUM NISSAN OF TEXOMA
2010 US-75, Denison, TX 75020

- PLATINUM HONDA OF TEXOMA
2020 US-75, Denison, TX 75020

A Platinum Ford

A Platinum Ford

85 Spur 557
Terrell, TX 75160 US

B Platinum Ford North

11590 Highway 377
Pilot Point, TX 76258-6053 US

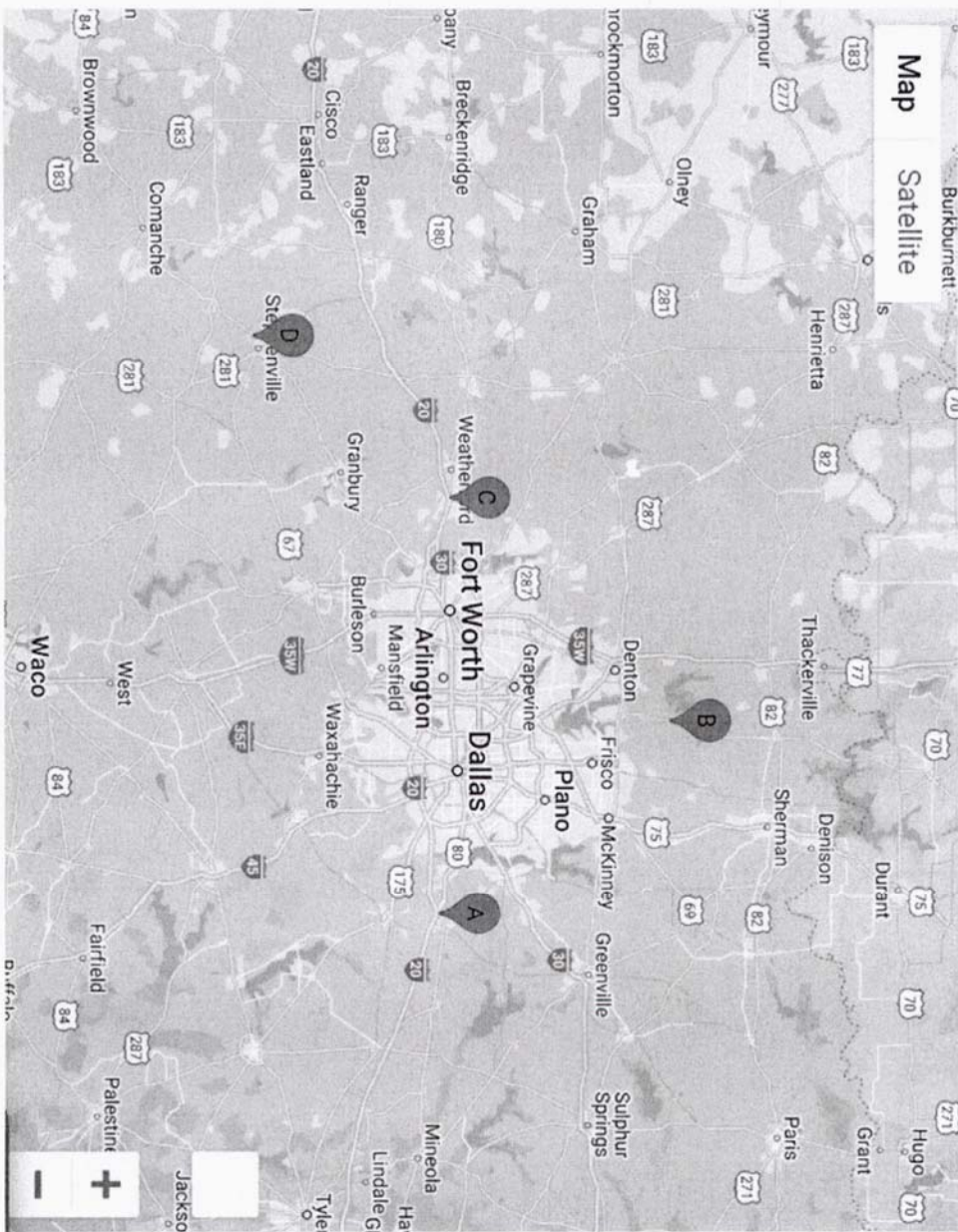
C Southwest Ford, Inc.

3000 Ft. Worth Hwy.
Weatherford, TX 76087-8771 US

D Triple Crown Ford

2975 W Washington
Stephenville, TX 76401-3713 US

GILCHRIST AUTOMOTIVE FORD DEALERSHIPS



GILCHRIST AUTOMOTIVE CHEVROLET DEALERSHIPS

3 LOCATIONS AVAILABLE

A Pegasus Chevrolet

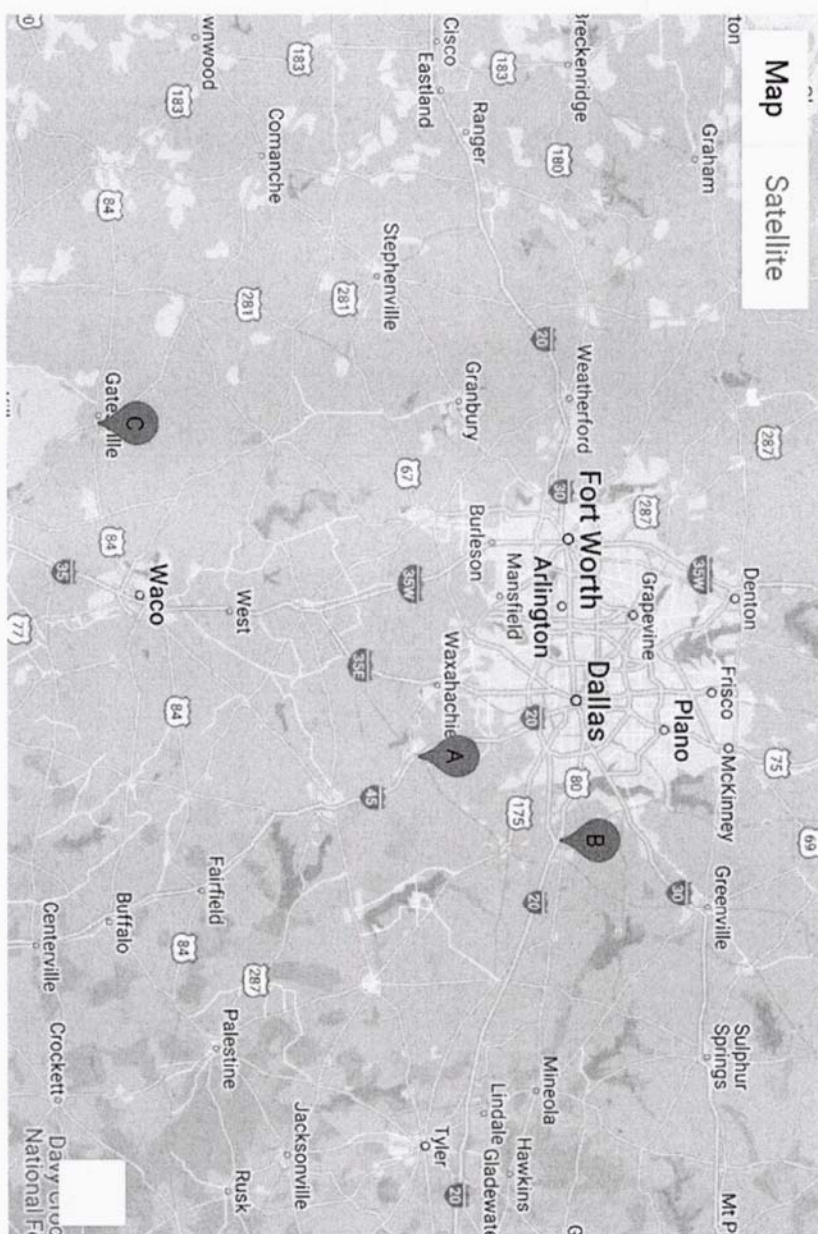
401 S. I-45
ENNIS, TX 75119-5114 US

B Platinum Chevrolet

398 SPUR 557
TERRELL, TX 75160-3007 US

C Spur Chevrolet GMC

2105 HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



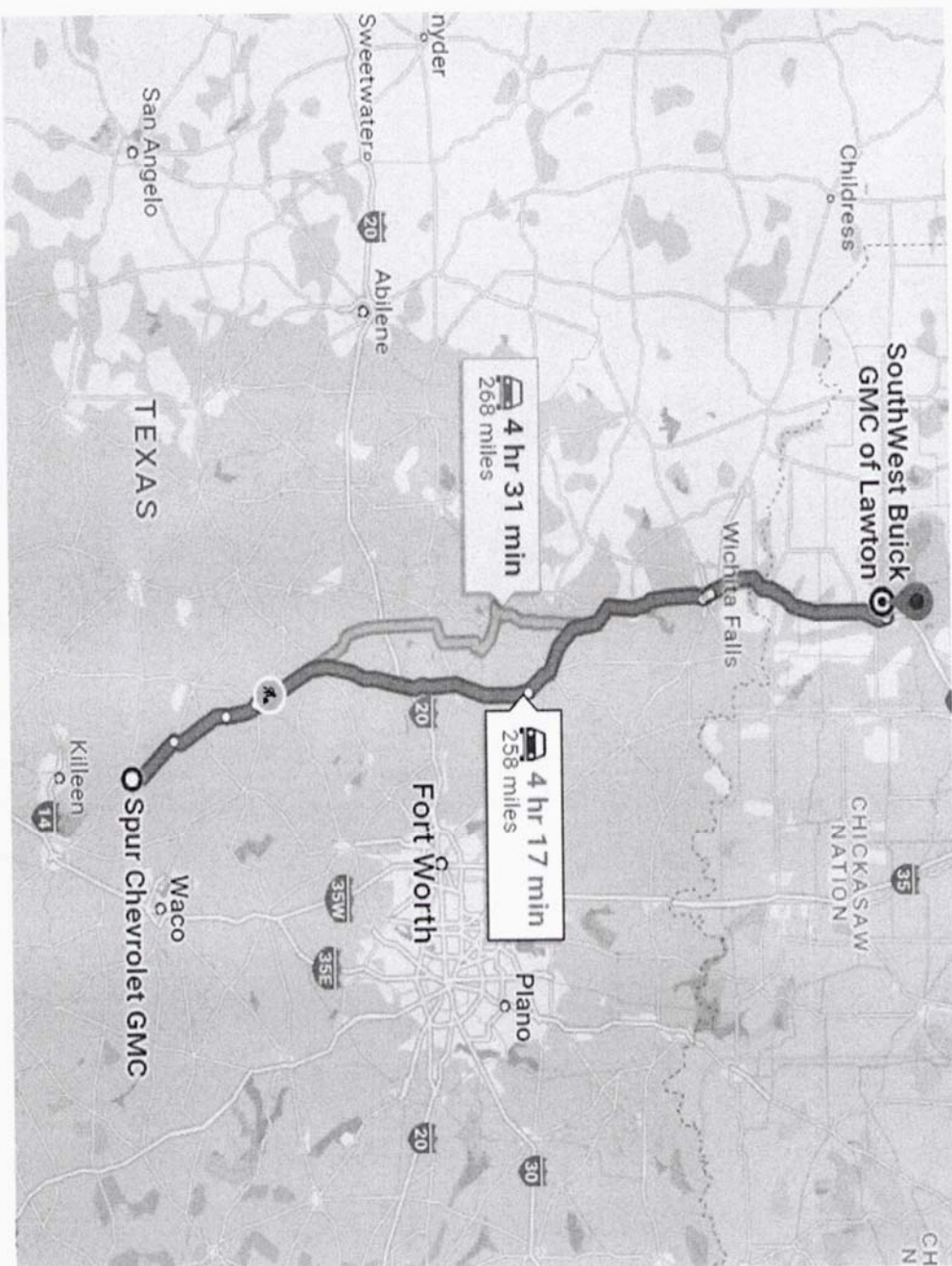
GILCHRIST AUTOMOTIVE BUICK & GMC DEALERSHIPS

A SouthWest Buick GMC of Lawton

5002 NW Cache Rd
Lawton, OK 73505 US

B Spur Chevrolet GMC

2105 HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



GILCHRIST AUTOMOTIVE DODGE CHRYSLER JEEP RAM DEALERSHIPS

4 LOCATIONS AVAILABLE

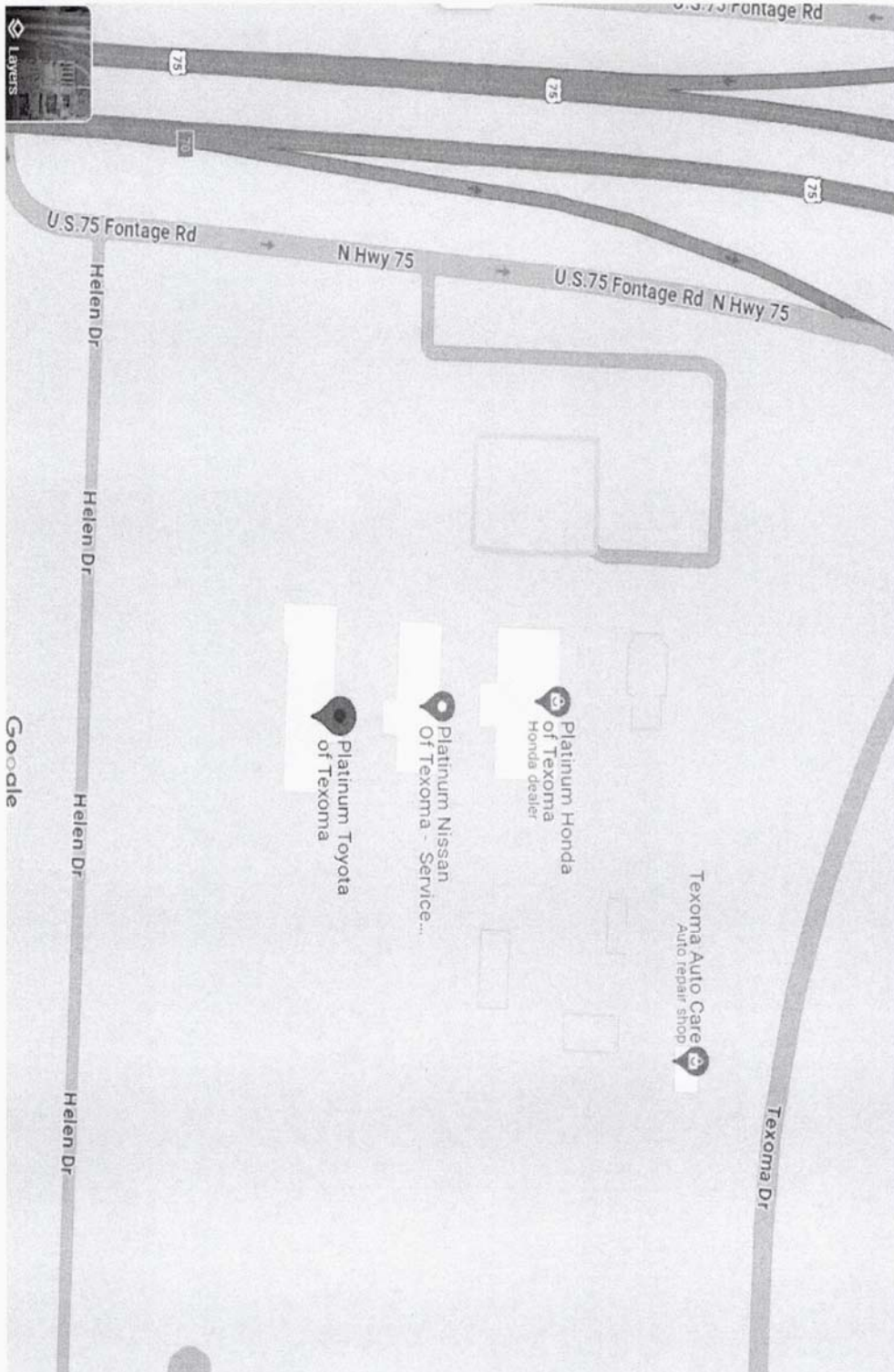
- A Pegasus Chrysler Dodge Jeep RAM**
305 S. Interstate Highway 45
Ennis, TX 75119-5114 US
- B Platinum Chrysler Dodge Jeep RAM**
65 Spur 557
Terrell, TX 75160 US
- C SouthWest Chrysler Dodge Jeep Ram**
2235 N. Main Street
Cleburne, TX 76033 US
- D Spur Chrysler Dodge Jeep Ram**
106 S Hwy 36 Bypass
Gatesville, TX 76528 US



LATINUM HONDA OF TEXOMA
020 US-75, Denison, TX 75020

PLATINUM NISSAN OF TEXOMA
2010 US-75, Denison, TX 75020

PLATINUM TOYOTA OF TEXOMA
399 US-75, Denison, TX 75020



1 LOCATION AVAILABLE
A SouthWest Nissan
 3050 Fort Worth Hwy.
 Weatherford, TX 76087 US

1 LOCATION AVAILABLE
A SouthWest Volkswagen
 2951 Fort Worth Hwy
 Weatherford, TX 76087 US

1 LOCATION AVAILABLE
A Platinum Cadillac
 398 SPUR 557
 TERRELL, TX 75160-3007 US

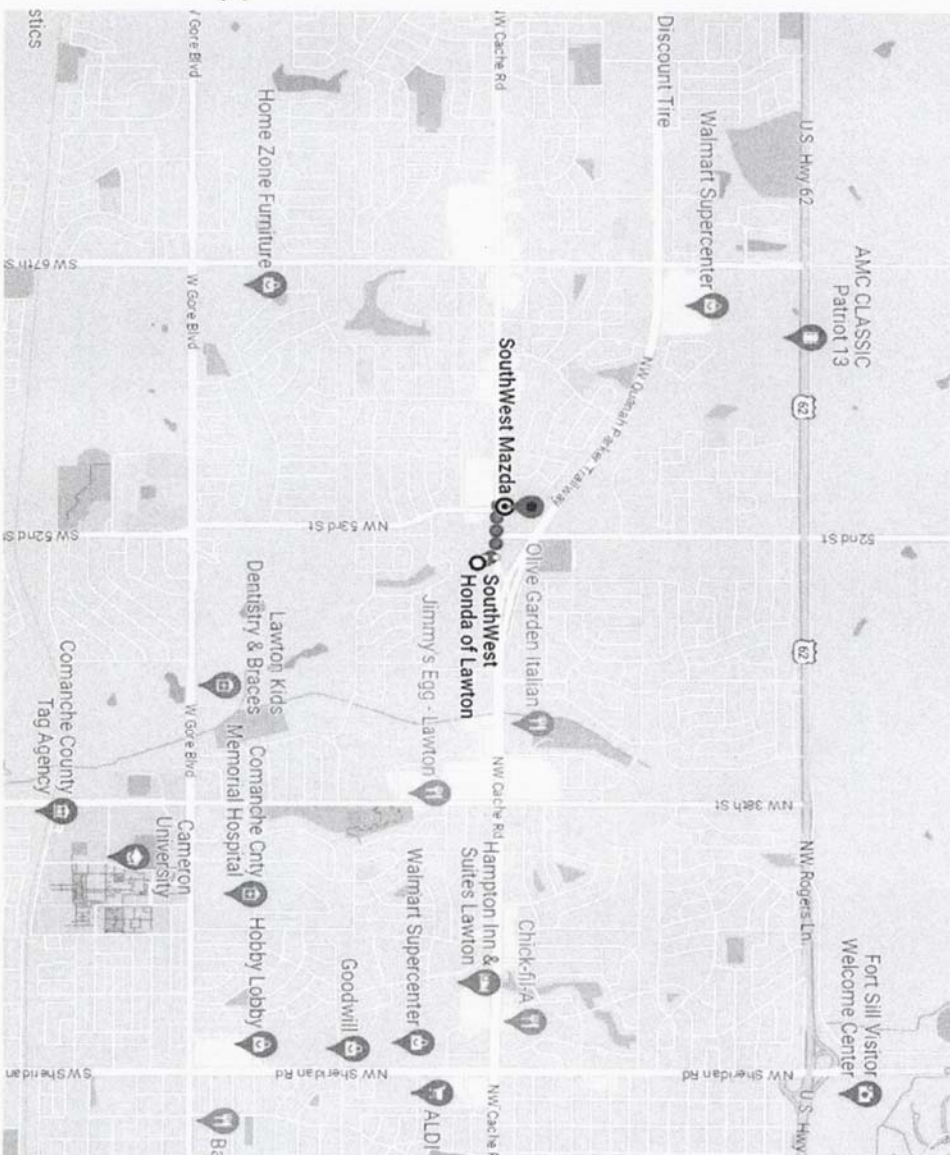
1 LOCATION AVAILABLE
A Triple Crown Lincoln
 2975 W Washington St
 Stephenville, TX 76401-3713 US

1 LOCATION AVAILABLE
A SouthWest Toyota of Lawton
 7110 NW Quannah Parker Trailway
 Lawton, OK 73505-3409 US

1 LOCATION AVAILABLE
 SouthWest Honda of
 Lawton, 5010 NW Cache
 Rd, Lawton, OK 73505

1 LOCATION AVAILABLE
 SouthWest Mazda,
 5221 NW Cache Rd,
 Lawton, OK 73505

GILCHRIST AUTOMOTIVE **NISSAN VOLKSWAGEN CADILLAC LINCOLN TOYOTA MAZDA HONDA** **DEALERSHIPS**





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a proposal with Horizon International Group through the Choice Partners JOC Cooperative Purchasing network for electro-mechanical lock set replacement for the Alvin Police Department Jail doors, in an amount not to exceed \$151,530; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: The existing sliding door devices and key switches were installed in the Alvin City Jail upon original construction of the Police Department in 1997. These jail cell locking components are worn and in need of replacement. The proposal includes replacement of two (2) sliding door devices with key switch and nineteen (19) electro-mechanical lock sets and twelve (12) mogul cut keys (matching existing key codes). Existing mogul cylinders will be re-used along with door and door frames. The price includes performance & payment bonds along with 6% contingency.

Advantages of using Choice Partners Cooperative Purchasing Network:

- * Fast track procurement process
 - * Lower procurement and administrative costs
 - * Fewer change orders
 - * Competitively bid local pricing in lump sum proposal
 - * Ability to accomplish a substantial number of individual projects with competitively bid contract
 - * Oversight through Choice Partners, which audits the accuracy of all job order contract proposals
-

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

Funding Account: 311-3501-00-4150 **Amount:** \$151,530.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 2/29/24

Supporting documents attached:

1. Horizon International Group Proposal
-

Recommendation: Move to approve the proposal with Horizon International Group through the Choice Partners JOC Cooperative Purchasing network for electro-mechanical lock set replacement for the Alvin Police Department Jail doors, in an amount not to exceed \$151,530; and authorize the City Manager to sign related documents upon legal review.

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

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

February 26, 2024

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – Jail locks

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 23/016MR-20. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

1. We remove existing detention locks and sliding door devices and re-utilize the existing detention swinging/sliding doors and door frames.
2. We will furnish and install new RR Brink Locking Systems Detention Door Sliding Devices and Locks:
 - Two (2) 57300 Sliding Door Device x K1S Paracentric x 201095 Key Switch
 - Eleven (11) AC5022S x 120CVAC x K1S electro-mechanical locksets
 - Eight (8) AC5026S x 120CVAC x K2S electro-mechanical locksets
 - Twelve (12) Mogul cut keys (matching existing keycodes)
 - Note: New Mogul cylinders are not included. The existing Mogul cylinders will be re-utilized from existing locks.

Total 142,951.00

Specific Exclusions:

1. Door control system and door control integration
2. New doors, frames, and security glazing
3. Taxes

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Jeff Greytok
Cell: 361-563-1070
jgreytok@hgiusa.com





AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider approval of the updated Gulf Region Information and Dispatch (GRID) Interlocal Agreement for Implementation and Operation of GRID system with the City of League City.

Type of Item: Action Item

Summary: Alvin is a member of the Gulf Region Information and Dispatch (GRID) System. The GRID consists of a consortium of area agencies consisting of League City, Port of Houston Authority, Morgans Point, Dickenson, Sante Fe, Sugarland, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Deer Park, La Porte, Nassau Bay, and Webster. The GRID shares a computer-aided dispatch and records management system (CAD/RMS). The sharing of the CAD/RMS system allows for a cost reduction of operating an independent, stand alone, CAD/RMS while simultaneously allowing all member agencies to have access to critical records and information across the shared system. The GRID is currently in the process of updating the current CAD/RMS system to the Motorola PremierOne CAD/RMS. Alvin Council approved our portion of the CAD/RMS purchase on May 29, 2022. This system is expected to go operational in September 2024.

The current interlocal was enacted at the time of the creation of GRID, more than 15 years ago. Since GRID is transitioning to the new CAD/RMS system, we have chosen this time to update the interlocal agreement to include updated language and the agencies that have joined since the original interlocal was created. The maintenance cost of the GRID is an already budgeted expense.

Staff recommends approval of the Interlocal Agreement for Implementation and Operation of GRID System.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☒ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Motorola Interlocal Agreement GRID; Jan 24
 2. APD Grid Agreement 2013
-

Recommendation: Move to approve the updated Gulf Region Information and Dispatch (GRID) Interlocal Agreement for Implementation and Operation of GRID system with the City of League City and authorize the City Manager to sign upon legal review.

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

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this 1st day of November, A.D. 2022, by the City of League City, Texas, and the City of Alvin, Texas, both being government entities and/or municipal corporations and/or a political subdivision within the State of Texas and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the government entities of League City, Port of Houston Authority, Morgans Point, Dickinson, Santa Fe, Sugar Land, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Alvin, Deer Park, La Porte, Nassau Bay, and Webster (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance, and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, herein referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on January 1, 2024, and ending on December 31, 2024, and thereafter will automatically renew for successive one-year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the government entity's Chief of Police who participate on the GRID system ("the Board"). In the event a government entity enters or leaves the GRID System, the Police Chief of the law enforcement entity entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Local Agency Systems Administrators" and "GRID Services Global System Administrators". The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings, and accidents. In the event the City of Alvin shall allow another agency that is not a party to the GRID system to utilize the system, then the City of Alvin is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. ***Should any agency choose not to participate; the costs will be reallocated proportionately to the other agencies.***

Regular GRID System fees shall be assessed at the start of each calendar year. For administration purposes, the GRID System shall operate on a calendar year from January 1, hereafter referred to as the "*Effective Date*", to December 31 of the same year. ***Such assessment shall be approved by majority vote of the governing bodies.***

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming calendar years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software.
- D. Year one payments for Schedule A assessments will be due 30 days after invoice.
- E. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. Board agreement shall be indicated by a majority vote of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will be responsible for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use Motorola Solutions software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided no less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the City of League City, the prospective agency, and Motorola Solutions.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. SYSTEM SECURITY:

- A. Global Administrator:** Staff members assigned to the League City Police Department's GRID Services unit will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.
- B. Local Agency Administrator:** Each agency will identify a local agency administrator who will attend regular system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local agency administrators are expected to work closely with global grid administrators and Motorola support staff to accomplish agency goals and directives.
- C. System Permissions and Access:** Access to GRID resources must be in compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice related activities will require written approval from the GRID Chief's board.
- D. API's and Third-Party Interfaces:** Application Programming Interfaces (API's) and third-party interfaces not covered by the Master Customer Agreement with the vendor will be reviewed by the GRID global administrators, the vendor, and CJIS compliance auditors prior to implementation. Third-party interfaces or API's with read only access will only be allowed to connect to non-live replicated data sources upon approval.
- E. Advanced Configuration Tools:** System tools that are designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes

and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to global administrators to preserve the integrity of the GRID system and prevent costly damages. Global administrators will develop a submission process for system wide changes with local agency administrators to ensure safe and timely system configuration changes.

- F. CYBER/PHISHING/VIRUS MITIGATION:** The City of League City reserves the right to temporarily disconnect an agency's fiber connection to GRID assets within the City of League City network to mitigate security threats. Fiber connectivity will be restored once the affected agency resolves the identified security threat.

XI. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The Global System Administrators shall have the authority to decide whether any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

XII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XIII. SEVERABILITY:

In the event that one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIV. DISPUTES:

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution.

The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

XV. LIMITATIONS:

The Parties are aware there are constitutional and statutory limitations (Limitations) on the authority of the City of Alvin to enter into certain terms and conditions that may be part of this Contract, including terms and conditions relating to liens on the City of Alvin's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to Limitations will not be binding on the City of Alvin except to the extent authorized by the laws and Constitution of the State of Texas.

XVI. TERMINATION OF PRIOR INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF GRID SYSTEM.

In entering into this Agreement, City of League City and the City of Alvin agree to terminate the existing Interlocal Agreement for Implementation and Operation of GRID System, entered into prior to the new effective date of this Agreement (the "Prior Agreement"). The Prior Agreement shall terminate as of the Effective Date of this new Agreement.

Signed and sealed by the following units of government on the dates set out below:

City of Alvin

City of League City

Signature: _____

Signature: _____

Junru Roland, City Manager

John Baumgartner, City Manager

Date: _____

Date: _____

Attachment Estimated "Schedule A"
Example for 2025:

**GRID COST MATRIX BY YEAR: 2025**

Agency	CFS	Arrests	Accidents	Reports	Total Count	Usage %	Standard Usage Fee	1st Grid Specialist	2nd Grid Specialist	Total Fee
Sugarland	82876	1564	1981	7587	94008	16.19%	\$4,047.25	\$13,760.66	5,000.00	\$22,807.92
League City	64957	2632	2227	5533	75349	12.98%	\$3,243.94	\$11,029.40	5,000.00	\$19,273.35
Texas City	65973	2572		6196	74741	12.87%	\$3,217.77	\$10,940.41	5,000.00	\$19,158.17
LaPorte	50050	1160	839	3741	55790	9.61%	\$2,401.88	\$8,166.41	5,000.00	\$15,568.29
Deer Park	42717	2091	415	4189	49412	8.51%	\$2,127.30	\$7,232.81	5,000.00	\$14,360.11
Alvin	33234	1719	688	3050	38691	6.66%	\$1,665.73	\$5,663.50	5,000.00	\$12,329.23
Webster	29115	1213		3543	33871	5.83%	\$1,458.22	\$4,957.96	5,000.00	\$11,416.18
Dickinson	19892	815	562	2164	23433	4.04%	\$1,008.84	\$3,430.07	5,000.00	\$9,438.91
La Marque	18939	902		2871	22712	3.91%	\$977.80	\$3,324.53	5,000.00	\$9,302.33
Kemah	20612	399		831	21842	3.76%	\$940.35	\$3,197.18	5,000.00	\$9,137.53
Santa Fe	19346	531		1031	20908	3.60%	\$900.14	\$3,060.46	5,000.00	\$8,960.60
UTMB	18626	233	1	928	19788	3.41%	\$851.92	\$2,896.52	5,000.00	\$8,748.44
Port of Houston	15949	68		1343	17360	2.99%	\$747.39	\$2,541.11	5,000.00	\$8,288.50
Seabrook	13942	390		868	15200	2.62%	\$654.39	\$2,224.94	5,000.00	\$7,879.33
Nassau Bay	7323	228		664	8215	1.41%	\$353.67	\$1,202.49	5,000.00	\$6,556.17
Lakeview	6260	37	35	391	6723	1.16%	\$289.44	\$984.10	5,000.00	\$6,273.54
Morgans Point	2566	28	5	48	2647	0.46%	\$113.96	\$387.46	5,000.00	\$5,501.42
Total	512377	16582	6753	44978	580690	100.00%	\$25,000.00	\$85,000.00	85,000.00	\$195,000.00

April 3, 2013

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this 10th day of April, A.D. 2013, by the City of League City, Texas and the City of Alvin, both being Texas municipal corporations and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the Cities of Alvin, Deer Park, Friendswood, La Porte, League City, Nassau Bay, Webster and Galveston (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management and mobile computer system, serving law enforcement, fire, EMS and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing municipal personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and

pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management and mobile computer system, herein referred to as the GRID System, serving law enforcement, fire, EMS and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on April 10, 2013, and ending on April 10 2014, and thereafter will automatically renew for successive one year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the cities who participate on the GRID system ("the Board"). In the event a city enters or leaves the GRID System, the Police Chief of the City entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Systems Administrators" from each GRID System agency. The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings and accidents. In the event the City of Alvin shall allow another agency that is not a party to the GRID system to utilize the system, then the City of Alvin is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. Should any agency choose not to participate, the costs will be reallocated proportionately to the other agencies.

Regular GRID System fees shall be assessed at the start of each fiscal year. For administration purposes, the GRID System shall operate on a fiscal year from October 1 to September 30 of the following year. Such assessment shall be approved by majority vote of the governing bodies.

- A. It shall be the responsibility of the Board to prepare budget projections for up-coming fiscal years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software. The City of League City will also maintain the GRID system operating fund to account for monies received and payments made related to annual maintenance.
- D. Year one payments for Schedule A assessments will be due on July 1, 2013.
- E. Annual payments as determined in Section IV A will be paid to the City of League City during the first quarter of each Fiscal year.
- F. Expansion of the schedule matrix must be approved by a major vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will reimburse the City of League City for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use SunGard Public Sector's software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be

done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided a period of time of not less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Data Access Agreement between the City of League City, the perspective agency and SunGard Public Sector.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure and work-flow of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The System Administrators shall have the authority to decide whether or not any action taken by an agency is an impairment to the system and may order the agency to follow the directive of the System Administrators.

XI. GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIII. DISPUTES:

Any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution. The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy. The Board's decision shall be final and binding on all parties.

Signed and sealed by the following units of government on the dates set out below:

City of Alvin

Signature: _____



Terry L. Lucas, City Manager

Date: _____

4/10/13

City of League City

Signature: _____



Michael W. Loftin, City Manager

Date: _____

April 18, 2013

SCHEDULE A

OSSI CONSORTIUM

COST MATRIX



	CFs	Reports	Bookings	Accidents	CFs%	Reports %	Bookings %	Accidents %
League City	65,403	4,787	3,014	1,431	17.82%	16.39%	13.00%	21.16%
LaPorte	47,274	2,672	2,427	549	12.88%	9.15%	10.47%	8.12%
Friendswood	36,664	2,254	1,878	429	9.99%	7.72%	8.10%	6.34%
Webster	32,207	2,318	3,017	1,025	8.77%	7.94%	13.01%	15.16%
Deer Park	53,082	5,380	3,202	482	14.46%	18.42%	13.81%	7.13%
Alvin	32,350	2,196	2,256	702	8.81%	7.52%	9.73%	10.38%
Galveston	93,228	9,095	7,068	2,086	25.40%	31.14%	30.48%	30.84%
Nassau Bay	6,854	501	329	59	1.87%	1.72%	1.42%	0.87%
	367,062	29,203	23,191	6,763	100.00%	100.00%	100.00%	100.00%

League City	74,635	17.51%
LaPorte	52,922	12.42%
Friendswood	41,225	9.67%
Webster	38,567	9.05%
Deer Park	62,146	14.58%
Alvin	37,504	8.80%
Galveston	111,477	26.15%
Nassau Bay	7,743	1.82%
	0	0.00%
	426,219	100.00%

LEAGUE CITY CONSORTIUM USAGE TOTALS	
-------------------------------------	--

01/01/2012 to 12/31/2012

Yearly System Maintenance

	League City
OSSI Base Computer Aided Dispatch System	\$8,915.00
OSSI Client Base Records Management System	\$10,125.00
OSSI Multi Jurisdictional Dispatch Option	\$645.00
OSSI AVL Server Host License	\$6,490.00
OSSI OSSI's Integrated CAD/STATE/NCIC Messaging software switch	\$3,705.00
OSSI Basic Accident Module	\$575.00
OSSI Accident Wizard Basde Server License	\$825.00
OSSI RMS Map Display and Pin Mapping	\$490.00
OSSI - CAD Interface to CryWolf	\$1,350.00
OSSI Incode Interface	\$1,600.00
OSSI E911 Interface Module	\$1,020.00
OSSI Medical PROQA Interface	\$1,350.00
OSSI - Crime Analysis Plus Module	\$2,000.00
OSSI - Crime Analysis Plus Module Site License	\$2,060.00
OSSI Fleet Vehicle Maintenance Module	\$800.00
OSSI Client Jail Management System Module	\$2,470.00
OSSI State Livescan Interface	\$1,360.00
OSSI - MCT Interface to Firehouse	\$1,350.00
OSSI Review Module for Field Reporting	\$2,060.00
OSSI - OPS CAD	\$1,200.00
OSSI - OPS RMS	\$1,200.00
OSSI Animal Control Module	\$1,200.00
OSSI Bike Registration Module	\$560.00
OSSI RMS Canine Tracking Module	\$880.00
Gang Profile Module	\$1,200.00
OSSI - Intelligence Module	\$1,200.00
OSSI Notification Module	\$1,088.00
OSSI Property and Evidence Module	\$905.00
OSSI Police to Citizen	\$2,060.00
OSSI Professional Standards (Internal Affairs) Module Client	\$2,400.00
OSSI Residential Security Watch Module	\$560.00
OSSI Sex Offender Module	\$2,400.00
OSSI Generic Permit Module	\$640.00
OSSI Problem Oriented Policing Module	\$880.00
OSSI Training Module	\$1,200.00
OSSI Quartermaster (Webster)	\$1,113.84
OSSI - Link Diagramming Tool (Webster)	\$2,999.36
OSSI Ordinance Module (Alvin)	\$400.00
OSSI Alpha Numeric Paging Module (Webster)	\$893.36
OSSI Interface to Pagegate (Webster)	\$198.64
Stratus Server Maintenance	\$28,476.00
	\$74,368.20

	CFS	Reports	Bookings	Accidents	CFS%	Reports %	Bookings %	Accidents %
League City	65,403	4,787	3,014	1,431	17.82%	16.39%	13.00%	21.16%
LaPorte	47,274	2,672	2,427	549	12.88%	9.15%	10.47%	8.12%
Friendswood	36,664	2,254	1,878	429	9.99%	7.72%	8.10%	6.34%
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	367,062	29,203	23,191	6,763	100.00%	100.00%	100.00%	100.00%

League City	74,635	17.51%
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Deer Park	62,146	14.58%
Alvin	37,504	8.80%
Nassau Bay	7,743	1.82%
Galveston	111,477	26.15%
		0.00%
	426,219	100.00%

LEAGUE CITY CONSORTIUM USAGE TOTALS

		A	B	Subtotal yearly cost	C	D	E
League City	17.51%	\$13,022.54	\$4,986.42	\$18,008.96			
LaPorte	12.42%	\$9,233.99	\$3,535.76	\$12,769.75			
Friendswood	9.67%	\$7,193.06	\$2,754.27	\$9,947.34			
Webster	9.05%	\$6,729.29	\$2,576.69	\$9,305.98			
Deer Park	14.58%	\$10,843.42	\$4,152.02	\$14,995.44			
Alvin	8.80%	\$6,543.81	\$2,505.67	\$9,049.48			
Nassau Bay	1.82%	\$1,351.02	\$517.32	\$1,868.34			
Galveston	26.15%	\$19,450.85	\$7,447.86	\$26,898.71			
		\$74,368.00	\$28,476.00				

- A - Current system yearly maintenance only
- B - Current server yearly maintenance
- C - Server replacement fund (board will discuss)

\$74,368.00
\$28,476.00



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider the authorization of the sale of out-of-service police Motorola radios to Sunny Communications in an amount not to exceed \$41,500; and authorize the City Manager to sign related documentation upon legal review.

Type of Item: Action Item

Summary: In FY22, Council approved the replacement of the Police handheld and mobile radios. In FY23, Council approved the upgrade of dispatch including the replacement of the "end of service life" radio consolettes. The City of Alvin Purchasing Policies & Procedures Manual requires that city property must be disposed of in one of the following ways:

- Public Auction
- Trade-in on new equipment
- Sealed bids (standard bidding procedures will apply)
- Scrap material, taken to recycling center by user department
- Destruction as unsalvageable; or
- Negotiated price, approved by City Council

The police department was able to locate a vendor, Sunny Communications, who specializes in refurbishing radios and, after some negotiation, has agreed to purchase our replaced radios for \$41,400.00. This price is significantly more than what we would expect to recoup if we placed the radios in a public auction. Two-thirds of the proceeds will be credited to the General Fund, the remaining one-third will go to the EMS fund.

Staff recommends approving the sale of the outgoing radios to Sunny Communications.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 2/20/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: CT 2/29/24

Supporting documents attached:

1. Alvin Police Department Sole Source Letter Purchase Feb 13 2024
-

Recommendation: Move to approve the sale of out-of-service police Motorola radios to Sunny Communications in an amount not to exceed \$41,500; and authorize the City Manager to sign related documentation upon legal review.

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

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

City of Alvin Police Department

February 13, 2024

Aaron Kincaide

1500 South Gordon Street

Alvin, Texas 77511

akincaide@apd.cityofalvin.com

Re: Used Radio Purchase from Sunny

Dear Mr. Kincaide

Sunny Communications specializes in REFURBISHED two-way radios. We have been in business for over twenty-four (24) years and have a 30,000 sq ft. facility located in Lakewood, Colorado where all purchased equipment is tested and refurbished. We appreciate the opportunity to work with the City of Alvin Police Department regarding our purchase of your obsolete radios. Many of your radios are no longer manufactured or soon to be "out of support".

Sunny Communications will wipe frequencies from these radios since we are a full-service radio shop specializing only in used/ refurbished two-way radio and related equipment. We will arrange the shipping and provide the shipping materials needed: pallet boxes, straps, etc. Please include all backbone equipment such as repeaters, combiners, controllers, etc. ***if applicable*** so we can increase your recovery valuation.

This is what has been presented to Sunny Communications so far:

30 Motorola APX 6500 mobiles \$400 each

60 Motorola APX 6000 Model 2.5 \$400 each

11 Motorola APX 7500 mobiles \$500 each

Please include any and all items related to these radios such as used batteries, antenna, chargers, speaker microphones, gang chargers, cables, brackets, palm microphones, etc. We can amend our Purchase Order accordingly should any quantities increase or decrease.

Based on the above quantities, the Alvin Police Department would recover **\$41,500** for these unsupported radios.

Here is the process: Sunny Communications creates a Purchase Order for the City of Alvin Police Department. Sunny will send any needed pallet boxes, dunnage, or packing material as suggested by the City of Alvin Police Department. Sunny will email shipping labels or a BOL as appropriate and pay for the shipping to Sunny Communications. Sunny will inventory the shipment against the P.O. to match everything up. Sunny will pay City of Alvin Police Department no more than ten (10) business days from the receipt of the shipment. Sunny understands that this purchase is “as is” with guarantees or warranties expressed or implied. Sunny also understands that these radios are coming out of a working environment.

This business model is very unique. We handle the trade-in programs for many manufacturers behind the scenes where we source our communication equipment. This is a niche market and we are not aware of any other companies who specialize just in this business or have the ability to properly test and warranty, wipe all frequencies and radio code plugs for all received items.

This allows us to provide unsupported radios and related communication equipment to the two-way radio community where manufacturers and local dealers cannot provide or support this older equipment. It is important for agencies to match communication equipment similar to their existing system since the cost of new or system replacement is cost prohibitive.

I trust these details about our unique business, overall services, and purchase details are helpful. Should you require anything else, we would be pleased to help out.

Sincerely,

John Sapuppo

Sunny Communications – Two-way Radio Sales & Rentals

Office: 720-459-7557 ext. 105

Cell: 303-550-8782

12980 West Cedar Drive Lakewood, CO 80228

Email: John@SunnyCommunications.com

Website: www.used-radios.com

Repairs: [***Click on this link to view updated repair pricing***](#)

Sell To Us Form: www.used-radios.com/sell-to-us/

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AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$180,000, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) Compliance Program - Phase 2; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, that significantly improve the actions that public water systems must take to reduce lead in drinking water. This is the EPA's first major overhaul of the Lead and Copper Rule since 1991. Under the LCRR, a public water system will be required to take new actions, including, but not limited to:

- Identifying the most impacted areas by requiring water systems to prepare and update a publicly-available inventory of lead service lines and requiring water systems to "find-and-fix" sources of lead when a sample in a home exceeds 15 parts per billion (ppb).
- Strengthening drinking water treatment by requiring corrosion control treatment based on tap sampling results and establishing a new trigger level of 10 ppb
- Replacing lead service lines by requiring water systems to replace the water system-owned portion of a lead service line when a customer chooses to replace their portion of the line.
- Increasing drinking water sampling reliability by requiring water systems to follow new, improved sampling procedures and adjust sampling sites to better target locations with higher lead levels.
- Improving risk communication to customers by requiring water systems to notify customers within 24 hours if a sample collected in their home is above 15 ppb. Water systems will also be required to conduct regular outreach to homeowners with lead service lines.
- Better protecting children in schools and child care facilities by requiring systems to take drinking water samples from the schools and child care facilities served by the system.

The LCRR has a compliance date of October 16, 2024. To assist the City in meeting the compliance deadline, staff recommends the execution of an Engineering Services Agreement with Freese and Nichols (FNI) to provide the phase 2 portion of the LCRR Compliance Program. Phase 1 was approved by City Council on 2/2/2023. Phase 2 assessment will consist of: project management, public communication planning for October 2024, funding initial application and support, review and submittal of initial service line inventory, LCRI compliance plan with budget estimates, participation in community meetings, and school and childcare sampling planning. The EPA encourages states and cities to leverage federal resources to support local lead service line replacement projects.

This is a budgeted item in the FY24 budget. Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 220-6001-00-3100 **Amount:** \$180,000 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 2/29/2024 SLH
Finance Review Required: N/A ☐ Required ☐ **Date Completed:** CT 2/29/24

Supporting documents attached:

1. Proposal Letter - Alvin LCRR Phase 2 - Jan 26 2024
 2. LCRR LCR Comparison
-

Recommendation: Move to approve the Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$180,000, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) Compliance Program - Phase 2; and authorize the City Manager to sign the Agreement upon legal review.

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

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

January 26, 2024

Brandon Moody
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: City of Alvin Phase 2 LCRR Compliance Support

Dear Mr. Moody,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to the City of Alvin to support compliance with new lead and copper regulations.

PROJECT UNDERSTANDING

The scope of work under this proposal is to provide support to the City of Alvin to prepare for compliance with the EPA's lead and copper regulations, per the Attachment SC. The scope focuses on completing the compliance items that are required to be completed by the upcoming October 16, 2024 compliance deadline, and recommended to be completed by December 2024. It also includes an updated compliance plan and budget, in light of the final section of regulation, the Lead and Copper Rule Improvements (LCRI), which were published in November 2023.

The LCRI proposes delayed deadlines for a number of LCRR requirements, and contains several new requirements. Following the completion of this Phase 2 project, additional actions will be required by the City to fully prepare for compliance with the updated regulations.

SCOPE OF SERVICES

Freese and Nichols, Inc. (FNI) will render the following professional services in connection with the development of the Project Phase 2 LCRR Compliance Support.

Basic Services

- Task 1 – Project Management
- Task 2 – Public Communication Planning for Oct 2024
- Task 3 – Funding Initial Application
- Task 4 – Funding Full Application Support
- Task 5 – Review and Submittal of Initial Service Line (SL) Inventory
- Task 6 – LCRI Compliance Plan and Budget Estimate
- Task 7 – Participation in Community Meeting
- Task 8 – School and Childcare Sampling Planning

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services within ten (10 months).

COMPENSATION

FNI proposes to provide services as described herein for a lump sum fee of one hundred eighty thousand dollars (\$180,000).

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Munn", is positioned below the "Sincerely," text.

David Munn, P.E.
Principal/Vice President
Southeast Texas
Freese and Nichols, Inc.

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

ALVIN LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM PHASE 2 SERVICES

PROJECT BACKGROUND AND UNDERSTANDING

This proposal is a continuation of the phased approach recommended by Freese and Nichols, Inc. (FNI) to support Alvin in their compliance with the Lead and Copper Rule Revisions (LCRR). In 2023 FNI Completed Phase 1 which provided an initial service line inventory and compliance plan for future phases. This phase focuses on the compliance items required for the October 2024 LCRR Compliance Date.

The U.S. Environmental Protection Agency (EPA) released the long-awaited Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR was given an effective date of December 16, 2021, with a compliance date of October 16, 2024.

On November 30, 2023, the EPA announced the proposed Lead and Copper Rule Improvements (LCRI). The proposed LCRI proposes a delayed compliance date on several items; however, maintains the requirement to submit an initial inventory and begin related annual public communications in October 2024, as well as performing public communications related to compliance monitoring results when the 90th Percentile exceeds the Action Level. FNI is providing a scope for the items that the proposed LCRI maintains with an October 2024 deadline and proposes to leave remaining compliance preparation for a future phase work, after the LCRI and templates and guidance are developed by the EPA and Texas Commission on Environmental Quality (TCEQ).

There are major new requirements proposed by LCRI, most notably: to eliminate all unknowns and perform randomized potholing to verify inventory entries, and to replace all lead and Galvanized Requiring Replacement (GRR) lines to the customer building inlet by 2037. FNI can provide high level compliance plan and budget for these proposed components of LCRI, if requested by the City.

The following program is proposed to support the City of Alvin (City) in their compliance preparation for the October 2024 deadline, and associated public communications required starting in October 2024.

Basic Services

- Task 1 – Project Management
- Task 2 – Public Communication Planning for Oct 2024
 - Public Facing Inventory
 - FAQs and Website Materials
 - Community Meeting Materials
 - Annual SL Material Notices
 - Public Communications Support for P90 Action Level Exceedance
- Task 3 – Funding Initial Application

SC-1

- Task 4 – Funding Full Application Support
- Task 5 – Review and Submittal of Initial Service Line (SL) Inventory
 - Final Review and Export
 - Submittal and Post-Submittal Support
- Task 6 – LCRI Compliance Plan and Budget Estimate
- Task 7 – Participation in Community Meeting
- Task 8 – School and Childcare Sampling Planning

Additional compliance preparation will be required beyond this contract to meet the remaining requirements of LCRR and LCRI. The proposed compliance dates for these items are shown below. TCEQ confirmed in a public meeting on Jan 16, 2024 that the agency will prepare as if the proposed delayed compliance dates will pass in the final rule, and advised systems to do the same. The items below are not included in this scope but may be provided in a separate proposal if and when requested by the City.

Additional Required for LCRR and LCRI Compliance

Item	Notes	Compliance Date
Additional Item 1 – Sample Plan Update	Compliance date delayed per proposed LCRI	October 2027 or earlier at the discretion of the State
Additional Item 2 – Lead Service Line Replacement Plan	Compliance date delayed per proposed LCRI	October 2027
Additional Item 3 – Distribution & Site Assessment Planning (former “Find and Fix” Planning)	Compliance date delayed per proposed LCRI	October 2027
Additional Item 4 – Baseline Inventory & Associated Public Communications	New requirement of the proposed LCRI	October 2027
Additional Item 5 – Service Potholing to verify SL material to 95% Confidence Level	New requirement of the proposed LCRI	October 2034
Additional Item 6 – Replacement of all Lead and GRR Lines	New requirement of the proposed LCRI	October 2037

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK 1 - PROJECT MANAGEMENT

1.1 PROJECT KICKOFF MEETING

FNI will conduct a kickoff meeting with key project stakeholders to discuss the project approach, roles and deliverables.

1.2 PROJECT ADMINISTRATION

Perform general administrative duties associated with the Project, including planning, progress monitoring and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the City to help meet the needs of the City in a timely manner and executing work in accordance with the work plan, budget, and schedule.

1.3 PROJECT COORDINATION MEETINGS

Lead up to eight (8), virtual, one-hour coordination meetings, with the City's staff to facilitate the progress and completion of the project. Topics for each meeting will be identified in advance and related to the execution of the tasks in this project.

At each meeting, FNI will be responsible for:

- Developing and distributing the agenda in advance of the meeting
- Moderating the discussion
- Distributing meeting minutes and action items

The City will be responsible for:

- Reviewing the agenda and securing the participation of relevant staff for each meeting
- Reviewing meeting minutes and providing timely feedback to FNI
- Addressing action items in a timely manner

TASK 2 – PUBLIC COMMUNICATION PLANNING AND SUPPORT

FNI will coordinate with the City to develop communication materials to meet the outreach requirements due by October 2024 for the LCRR and proposed LCRI.

2.1 PUBLIC-FACING INVENTORY

FNI will develop a web-map, and spreadsheet for non-computer users, to serve as the public-facing inventory for the City. FNI will present options to the City for displaying required information and potential supplemental messaging to assist in communicating with the public about the inventory.

FNI will incorporate the City's feedback into a final web-map and spreadsheet.

2.2 FAQs AND WEBSITE MATERIALS

FNI will provide a series of topics and suggested content to the City and their public communications team, and will develop a standard frequently asked questions (FAQs) sheet to unify the City's messaging on key LCRR topics such as:

1. Potential lead risks in drinking water related to lead piping
2. The City's monitoring and compliance history
3. LCRR and LCRI updates to lead regulations
4. SL inventory
5. Potential presence of lead materials in premise plumbing
6. School and childcare monitoring

FNI will provide recommended webpage content for the City to use on their website. The page will provide information from the developed FAQs and will include a placeholder for the public-facing inventory.

2.3 COMMUNITY MEETING MATERIALS

FNI will provide a PowerPoint presentation and 1-page hand out to support the City's communication regarding the City's SL Inventory and LCRR compliance activities with city council, community open houses, and other entities. FNI may attend and help present these materials as a special service.

2.4 ANNUAL SL MATERIAL NOTICES

FNI will provide support to the City to prepare for required annual SL material notices to customers served by lead, Galvanized Requiring Replacement (GRR), and lead-status-unknown service line materials.

Standard Operating Procedure (SOP) and Review of SL Notification Requirements - FNI will review the notice requirements in a progress meeting with the City and discuss methods of delivery and cost estimates. FNI will present a drafted SOP to serve as an action plan for the preparation, delivery, and certification of the annual notices to TCEQ. FNI will take up one round of comments and provide a finalized SOP.

Develop Notices and Supplemental Messaging FNI will draft supplemental messaging for the City to review and consider including with the TCEQ template(s) for notices. FNI will provide coordination with TCEQ by email and one 1-hr virtual meeting to gain TCEQ approval for sending the drafted message. FNI will provide up to 3 draft letters: one version for lead SL, one for GRR SL and one for unknown SL materials.

FNI will provide an electronic draft of notice content to the City. The City will issue the notices to customers within 30 days of the inventory submittal to TCEQ, as required by LCRR.

Support to City During Issue and Certification of Notices FNI will provide the City up to 16 hours in support to address City and customer questions through the issuance of the notices. The LCRR requires the City to certify to the state that the annual notices were delivered. FNI will prepare a certification form for the 2024 notices for the City to review, sign and submit, as required.

2.5 PUBLIC COMMUNICATIONS SUPPORT FOR P90 ACTION LEVEL EXCEEDANCE

FNI will provide an SOP detailing the required method, timing, and frequency of public education and communication required if the 90th Percentile of compliance results exceeds the Action Level (15ppb). FNI will review the SOP with the City during a routine progress meeting.

TASK 2 DELIVERABLES

- **Public-facing SL Inventory:** 1 (one) Webmap in the City's ArcGIS Online environment, and 1 excel file
- **FAQs & Website Materials:** up to 4 (four) letter-size pages of text and figures provided electronically
- **Community Meeting Materials:** 1 (one) PowerPoint presentation and 1-page hand out provided electronically
- **SOP for Annual SL Material Notices:** provided electronically
- **SL Material Template Notice(s):** up to 3 drafted versions (for example: one for lead, one for GRR and one for unknown SL) provided electronically.
- **Certification form for SL Material Notices:** completed for signature, provided electronically
- **Standard Operating Procedure for Action Level Exceedances:** provided electronically

TASK 2 ASSUMPTIONS

- The inventory spreadsheet and web-map will contain information available to us at the time. City will update the list as needed.
- City will perform website development.
- City will issue the SL material notices.
- City will review and sign certification form.

TASK 3 - TWDB LCRR PRE-FUNDING APPLICATION SUPPORT

The Texas Water Development Board (TWDB) is expected to release a second round of funding in the spring of 2024. FNI will prepare a TWDB LCRR funding application for the City. FNI will review the methodology and draft application with the City at a project coordination meeting. FNI will finalize the application based on the City's feedback and coordinate with the City to submit the application to the TWDB by the annual deadline.

TASK 3 DELIVERABLES

- **Completed Project Information Form:** 1 (one) pdf provided electronically for submittal to the TWDB

TASK 3 ASSUMPTIONS

- FNI will provide the completed form, and the City will submit the document to the TWDB

TASK 4 - TWDB FULL APPLICATION & CLOSING PROCESS SUPPORT

FNI will provide support to the City to develop and submit a full application and complete the closing process for TWDB funding. As part of this task, FNI will

- participate in a pre-application conference with the TWDB and the City,
- participate in up to three (3) coordination calls with the City and preparers of the application to discuss and review content,
- assist in the preparation of the application by providing up to six (6) GIS figures and five (5) letter-size pages of narrative text, charts and tables to summarize the project work presenting the system and inventory work for the application.
- provide input and guidance during the closing process, coordinating with the TWDB and the City.

TASK 4 DELIVERABLES

- **Completed TWDB application (electronic copy)** including up to six (6) Figures, and five (5) pages of text narrative and charts

TASK 4 ASSUMPTIONS

- Task will only be performed if TWDB invites the water system to apply, based on their ranking from the submitted Project Information Form (Task 3)
- City will inform FNI that they have been invited by TWDB to apply

TASK 5 – REVIEW & SUBMITTAL OF INITIAL SERVICE LINE (SL) INVENTORY

FNI will perform final review and preparation of the Service Line (SL) Inventory for submittal to TCEQ by the October 16, 2024 compliance date.

Note: The City of Alvin has located galvanized lines on the customer side of the meter in the inventory. These lines have been categorized as galvanized requiring replacement (GRR) because records were not identified to demonstrate the lines were never downstream of a lead service line. If requested by the City, FNI may perform an additional records review to look for documentation to verify the classification of these galvanized lines.

5.1 FINAL REVIEW AND EXPORT

FNI will review the GIS SL inventory with the City in up to two 1-hour virtual work sessions, and walk through the export into the TCEQ template. FNI will perform a final review and present the final draft inventory during a progress meeting before submission to TCEQ and send to the City for one round of comments.

5.2 SUBMITTAL AND POST-SUBMITTAL SUPPORT

FNI will prepare the final SLM Inventory for signature by the City and submission to TCEQ by the compliance deadline. FNI will provide up to 20 hours of post-submittal support in answering TCEQs questions on the submitted documents.

TASK 5 DELIVERABLES

- **Final SL Inventory In State's Template (excel file)**

TASK 5 ASSUMPTIONS

- City will review and have a representative sign the final document before the deadline.
- Post-Submittal questions will include any technical questions that arise during the submittal process or up to 4 weeks following the submittal.

TASK 6 - LCRI COMPLIANCE PLAN AND BUDGET ESTIMATE

FNI will compile a table of tasks for LCRR/LCRI Compliance, with key information including: start and completion dates, required budget, and responsible parties assigned for each task. The future-efforts listed in the table may include but are not limited to the required components of LCRR and LCRI, below:

- Baseline Inventory, including further records review and inspection to confirm SL materials
- Sample Plan Update including designation of new sample locations and procedure to update over time as SL replacements are performed.
- Distribution System & Site Assessment (formerly "Find and Fix") Planning to respond to single detections over the AL.
- School and Childcare Sample Planning
- Lead Service Line Replacement Plan and associated public communications
- Verification of non-lead service lines. Potholing to verify SL material of meter box inspections to 95% confidence level. This is now required by LCRI.

FNI will provide the City with a draft table ahead of a routine progress meeting for review. FNI will review the table with the City during a routine progress meeting to receive City input and discuss potential City departments and staff to be assigned to each task. FNI will host a workshop with the identified City staff to review the tasks and LCRR/LCRI requirements and receive input.

FNI will submit a draft table and reference document with brief explanations of each task, and a list of assumptions used for the budget estimates. FNI will take up one (1) round of City comments before finalizing the Compliance Task Reference Table.

TASK 6 DELIVERABLES

- **Compliance Task Reference Table (electronic copy)**, listing tasks, responsible persons, start and completion dates, and estimated required budget.

TASK 7 – PARTICIPATION IN COMMUNITY MEETING

FNI will attend and lead one (1) in-person community meeting hosted by the City. FNI staff will present the materials developed in task 2.3 and answer questions posed during the meeting.

TASK 7 DELIVERABLES

- Agenda and meeting minutes from one (1) community meeting led by FNI

TASK 8 – SCHOOL AND CHILDCARE SAMPLING

The proposed LCRI delayed deadline for schools sampling to 2027, but grants states the flexibility to allow early implementation of schools sampling. This task, FNI will develop materials and procedures to equip the City to conduct required outreach and sampling at all elementary schools and childcare facilities in five years at a rate of 20% of elementary schools and 20% of childcare facilities per year, and at secondary schools on request.

8.1 IDENTIFICATION OF SCHOOL AND CHILDCARE FACILITIES

Based on information available from State of Texas childcare facility and school databases, as well as information provided by the City, FNI will finalize a list of schools and childcare facilities served by the City of Alvin. Locations will be plotted onto a boundary map to confirm that they are served by the City. FNI will create the final list with all required information using TCEQ's template. The final list will be provided to the City ready for submittal to TCEQ.

8.2 SAMPLE SCHEDULE PLANNING

FNI will prepare a table of sample schedule options for completing all required school sampling in the 5-year time frame, with cost estimates. FNI will present this table during a routine progress meeting and take up to one round of city comments before providing a final copy.

8.3 WRITTEN MATERIALS

FNI will create materials for the water system to effectively communicate the requirements to schools and childcare providers. Communication materials will include:

- Public Meeting Materials, including slides and a handout. And support to present at up to 1 public meeting (virtually)
- Outreach and Sample Instructions to school and childcare facilities based on the TCEQ-provided template. This scope does not include support to distribute these materials.
- FAQs for City to answer questions regarding sampling in schools
- A list of general school recommendations for remedial actions such as signage, point-of-use filters, and fixture removal.

8.5 OUTREACH AND SAMPLING CHECKLIST

FNI will provide a table of tasks to assist the City in completing the outreach and monitoring to schools and childcare facilities. The list will include a schedule (start and finish date) for each task. The list may include but is not limited to the following:

- Initial outreach to school system officials,
- Communication and sampling coordination with individual locations: distributing educational outreach and sampling instruction to schools and childcare facilities,
- Sampling instruction and laboratory methods,
- Data management and reporting requirements for the outreach and sampling activities,
- Response to elevated concentrations, if shown in the results.

TASK 8 DELIVERABLES

- List of Schools and Childcare Facilities in the TCEQ Template (electronic copy).
- Table of sampling schedule options with annual cost estimates (electronic copy).
- Written Materials:
 - One PowerPoint, one handout for community meetings (electronic copy), and presentation support for one meeting (virtual)
 - Outreach letters and distributing sampling instructions to schools and childcare facilities (electronic copies).
 - FAQs for customer service regarding school sampling (electronic copy).
 - A list of general school recommendations for remedial actions (electronic copy).
- Table of outreach and sampling tasks (electronically in Excel).

TASK 8 ASSUMPTIONS

- City will submit the school and childcare list to the TCEQ.
- City will distribute outreach materials and perform the sample coordination with schools and childcare providers in the time frame required by the TCEQ. FNI can provide a proposal to oversee outreach and sampling requirements at a future time, if requested.

ARTICLE II

SCHEDULE AND COMPENSATION:

FNI recommends implementing the schedule shown in the table below for the execution of this Scope of Services. The project will be completed within ten months of the notice to proceed, and items related to the inventory will be completed by September 30, 2024 to allow for timely submittal of the initial inventory by the October 16, 2024 compliance deadline.

The scope of work is proposed for a lump sum fee of \$180,000. A breakdown of the proposed fees is provided in the table, below.

TASK	FEE	SCHEDULE
BASIC SERVICES		
1 – Project Management	\$ 32,000	Project Start – Dec 2024
2 – Public Communication for Oct 2024	\$ 58,000	Apr – Dec 2024
3 – Funding Initial Application	\$ 10,000	Apr – May 2024
4 – Full TWDB Funding Application Support	\$ 23,000	Jul – Dec 2024
5 – Review and Submittal of Inventory	\$ 8,000	Jul – Sep 2024
6 – LCRI Compliance Planning	\$ 16,000	Jun – Aug 2024
7 – Participation in Community Meeting	\$ 5,000	Jul – Dec 2024
8 – School and Childcare Sample Planning	\$ 28,000	Jul – Dec 2024
Total Basic Services Fee	\$ 180,000	

Reference Guide for Public Water Systems Lead and Copper Rule Proposal Comparison

EPA's proposed Lead and Copper Rule (LCR) includes a suite of actions to reduce lead exposure in drinking water where it is needed the most. The proposed rule will identify the most at-risk communities and ensure systems have plans in place to rapidly respond by taking actions to reduce elevated levels of lead in drinking water. For more information on the proposed rule, please visit: www.epa.gov/safewater/LCRproposal

The following table compares the major differences between the current Lead and Copper Rule (LCR) and proposed Lead and Copper Rule revisions (LCRR). In general, requirements that are unchanged are not listed. For existing rule requirements please visit: <https://www.epa.gov/dwreginfo/lead-and-copper-rule>

CURRENT LCR	PROPOSED LCRR
<i>Action Level (AL) and Trigger Level (TL)</i>	
90th percentile (P90) level above lead AL of 15 µg/L or copper AL of 1.3 mg/L requires additional actions.	90th percentile (P90) level above lead AL of 15 µg/L or copper AL of 1.3 mg/L requires more actions than the current rule. - Defines trigger level (TL) of P90 > 10 and ≤15 µg/L that triggers additional planning, monitoring, and treatment requirements.
<i>Lead and Copper Tap Monitoring</i>	
Sample Site Selection - Prioritizes collection of samples from sites with sources of lead in contact with drinking water. - Highest priority given to sites served by copper pipes with lead solder installed after 1982 but before the ban on lead pipes and/or lead service lines (LSLs). - Systems must collect 50% of samples from LSLs, if available.	Sample Site Selection - Changes priorities for collection of samples with a greater focus on lead service lines. - Prioritizes collecting samples from sites served by LSLs. - No distinction in prioritization of copper pipes with lead solder by installation date. - Systems must collect all samples from sites served by LSLs, if available.
Collection Procedure Requires collection of a one-liter sample after water has sat stagnant for a minimum of 6 hours.	Collection Procedure - Adds requirement that samples must be collected in wide-mouth bottles. - Prohibits sampling instructions that include recommendations for aerator cleaning/removal and pre-stagnation flushing prior to sample collection.

CURRENT LCR	PROPOSED LCRR
Monitoring Frequency • Samples are analyzed for both lead and copper. • Systems must collect standard number of samples based on population semi-annually unless they qualify for reduced monitoring. • Systems can qualify for annual or triennial monitoring at reduced number of sites. Schedule based on number of consecutive years meeting the following criteria: ○ Serves $\leq 50,000$ people and $\leq$ lead & copper ALs. ○ Serves any population size, meets State-specified optimal water quality parameters (OWQPs), and $\leq$ lead AL. • Triennial monitoring also applies to any system with P90 and copper 90th percentile levels ≤ 0.005 mg/L and ≤ 0.65 mg/L, respectively, for 2 consecutive 6-month monitoring periods. • 9-year monitoring waiver available to systems serving $\leq 3,300$.	Monitoring Frequency • Some samples may be analyzed for lead only when lead monitoring is conducted more frequently than copper. • Copper follows the same criteria as the current rule. • Lead monitoring schedule is based on P90 level for all systems as follows: ○ P90 > 15 $\mu\text{g/L}$: Semi-annually at the standard number of sites. ○ P90 > 10 to 15 $\mu\text{g/L}$: Annually at the standard number of sites. ○ P90 $\leq 10 \mu\text{g/L}$: ▪ Annually and triennially at reduced number of sites using same criteria as current rule except copper 90th percentile level is not considered. ▪ Every 9 years based on current rule requirements for a 9-year monitoring waiver.
<i>Corrosion Control Treatment (CCT) and Water Quality Parameters (WQPs)</i>	
CCT • Systems serving > 50,000 people were required to install treatment by January 1, 1997 with limited exception. • Systems serving $\leq 50,000$ that exceed lead and/or copper AL are subject to CCT requirements (e.g., CCT recommendation, study if required by Primacy Agency, CCT installation). Can discontinue CCT steps if no longer exceed both ALs for two consecutive 6-month monitoring periods. • Systems must operate CCT to meet any Primacy Agency-designated OWQPs that define optimal CCT. • There is no requirement for systems to re-optimize.	CCT • Specifies CCT requirements for systems with P90 level > 10 to $\leq 15 \mu\text{g/L}$: ○ No CCT: must conduct a CCT study if required by Primacy Agency. ○ With CCT: must follow the steps for re-optimizing CCT, as specified in the rule. • Systems with P90 level > 15 $\mu\text{g/L}$: ○ No CCT: must complete CCT installation regardless of their subsequent P90 levels. ○ With CCT: must re-optimize CCT. • Community water systems (CWSs) serving $\leq 10,000$ people and non-transient water systems (NTNCWSs) can select an option other than CCT to address lead. <i>See Small System Flexibility.</i>
CCT Options: Includes alkalinity and pH adjustment, calcium hardness adjustment, and phosphate or silicate-based corrosion inhibitor.	CCT Options: Removes calcium hardness as an option and specifies any phosphate inhibitor must be orthophosphate.

CURRENT LCR	PROPOSED LCRR
Regulated WQPs: • No CCT: pH, alkalinity, calcium, conductivity, temperature, orthophosphate (if phosphate-based inhibitor is used), silica (if silica-based inhibitor is used). • With CCT: pH, alkalinity, and based on type of CCT either orthophosphate, silica, or calcium.	Regulated WQPs: • Eliminates WQPs related to calcium hardness (i.e., calcium, conductivity, and temperature).
WQP Monitoring • Systems serving $\geq 50,000$ people must conduct regular WQP monitoring at entry points and within the distribution system. • Systems serving $\leq 50,000$ people conduct monitoring only in those periods $>$ lead or copper AL. • Contains provisions to sample at reduced number of sites in distribution system less frequency for all systems meeting their OWQPs.	WQP Monitoring • Systems serving $\geq 50,000$ people must conduct regular WQP monitoring at entry points and within the distribution system. • Systems serving $\leq 50,000$ people must continue WQP monitoring until they no longer $>$ lead and/or copper AL for two consecutive 6-month monitoring periods. • To qualify for reduced WQP distribution monitoring, P90 must be ≤ 10 $\mu\text{g/L}$ and the system must meet its OWQPs.
Sanitary Survey Review: • Treatment must be reviewed during sanitary surveys, no specific requirement to assess CCT or WQPs.	Sanitary Survey Review: • CCT and WQP data must be reviewed during sanitary surveys against most recent CCT guidance issued by EPA.
Find and Fix: No required follow-up samples or additional actions if an individual sample exceeds 15 $\mu\text{g/L}$.	Find and Fix: If individual tap sample > 15 $\mu\text{g/L}$, systems must: • Collect a follow-up sample at each location > 15 $\mu\text{g/L}$. • Conduct WQP monitoring at or near the site > 15 $\mu\text{g/L}$. • Perform needed corrective action.
LSL Inventory and LSLR Plan	
Initial LSL Program Activities: • Systems were required to complete a materials evaluation by the time of initial sampling. No requirement to update materials evaluation. • No LSLR plan is required.	Initial LSL Program Activities: • All systems must develop an LSL inventory or demonstrate absence of LSLs within first 3 years of final rule publication. • LSL inventory must be updated annually. • All systems with known or possible LSLs must develop an LSLR plan.

CURRENT LCR	PROPOSED LCRR
LSLR: • Systems with LSLs with P90 > 15 µg/L after CCT installation must annually replace ≥7% of number of LSLs in their distribution system when the lead action level is first exceeded. • Systems must replace the LSL portion they own and offer to replace the private portion at the owner's expense. • Full LSLR, partial LSLR, and LSLs with lead sample results ≤15 µg/L ("test-outs") count toward the 7% replacement rate. • Systems can discontinue LSLR after 2 consecutive 6-month monitoring periods ≤ lead AL.	LSLR: • Rule specifies replacement programs based on P90 level for CWSs serving > 10,000 people: ○ If P90 > 15 µg/L: Must fully replace 3% of LSLs per year (mandatory replacement) for 4 consecutive 6-month monitoring periods. ○ If P90 > 10 to 15 µg/L: Implement an LSLR program with replacement goals in consultation with the Primacy Agency for 2 consecutive 1-year monitoring periods. • Small CWSs and NTNCWSs that select LSLR as their compliance option must complete LSLR within 15 years if P90 > 15 µg/L. <i>See Small System Flexibility.</i> • Annual LSLR rate is based on number of LSLs when the system first exceeds the action level plus the current number of service lines of unknown materials. • Only full LSLR (both customer-owned and system-owned portion) count toward mandatory rate or goal-based rate. • All systems must replace their portion of an LSL if notified by consumer of private side replacement within 3 months of the private replacement. • Following each LSLR, systems must: ○ Provide pitcher filters/cartridges to each customer for 3 months after replacement. Must be provided within 24 hours for full and partial LSLRs. ○ Collect a lead tap sample at locations served by replaced line within 3 to 6 months after replacement.
LSL-Related Outreach: • When water system plans to replace the portion it owns, it must offer to replace customer-owned portion at owner's expense. • If system replaces its portion only: ○ Provide notification to affected residences within 45 days prior to replacement on possible elevated short-term lead levels and measures to minimize exposure.	LSL-Related Outreach: • Inform consumers annually that they are served by LSL or service line of unknown material. • Systems subject to goal-based program must: ○ Conduct targeted outreach that encourages consumers with LSLs to participate in the LSLR program. ○ Conduct an additional outreach activity if they fail to meet their goal.

CURRENT LCR	PROPOSED LCRR
○ Include offer to collect lead tap sample within 72 hours of replacement. ○ Provide test results within 3 business days after receiving results.	● Systems subject to mandatory LSLR include information on LSLR program in public education (PE) materials that are provided in response to $P90 > AL$.
<i>Small System Flexibility</i>	
No provisions for systems to elect an alternative treatment approach but sets specific requirements for CCT and LSLR.	Allows CWSs serving $\leq 10,000$ people and all NTNCWSs with $P90 > 10 \mu\text{g/L}$ to elect their approach to address lead levels at $P90 > 15 \mu\text{g/L}$ with Primacy Agency approval: ● Systems can choose CCT, LSLR, or provision and maintenance of point-of-use devices. ● NTNCWSs can also elect to replace all lead-bearing materials.
<i>Public Education and Outreach</i>	
● All CWSs must provide education material in the annual Consumer Confidence Report (CCR). ● Systems with $P90 > AL$ must provide public education and outreach (PE) to customers about lead sources, health effects, measures to reduce lead exposure, and additional information sources. ● Systems must provide lead consumer notice to individuals served at tested taps within 30 days of learning results.	● CWSs must provide updated health effects language and information regarding LSLR program in the CCR. ● If $P90 > AL$: ○ Current PE requirements apply. ○ Systems must notify customers of $P90 > AL$ within 24 hours. ● In addition, CWSs must: ○ Improve public access to lead information including LSL locations and respond to requests for LSL information. ○ Deliver notice and educational materials to customers during water-related work that could disturb LSLs. ○ Provide increased information to healthcare providers. ○ Provide lead consumer notice to customers whose individual tap sample is $> 15 \mu\text{g/L}$ within 24 hours. ● <i>Also see LSL-Related Outreach in LSLR section of table.</i>
<i>Change in Source or Treatment</i>	
Systems on a reduced tap monitoring schedule must obtain prior Primacy Agency approval before changing their source or treatment.	Systems on any tap monitoring schedule must obtain prior Primacy Agency approval before changing their source or treatment.
<i>Source Water Monitoring and Treatment</i>	

CURRENT LCR	PROPOSED LCRR
• Periodic source water monitoring is required for systems with: ○ Source water treatment; or ○ P90 > AL and no source water treatment.	• Primacy Agencies can waive continued source water monitoring if the: ○ System has already conducted source water monitoring for a previous P90 > AL; ○ Primacy Agency has determined that source water treatment is not required; <i>and</i> ○ System has not added any new water sources.
Lead in Drinking Water at Schools and Child Care Facilities	
• Does not include separate testing and education program for CWSs at schools and child care facilities. • Schools and child cares that are classified as NTNCWSs must sample for lead and copper.	• CWSs must conduct lead in drinking water testing and PE at 20% of K-12 schools and licensed child cares in service area every year. • Sample results and PE must be provided to each sampled school/child care, Primacy Agency and local or State health department. • Excludes facilities built after January 1, 2014.
Primacy Agency Reporting	
Primacy Agencies must report information to EPA that includes but is not limited to: • All P90 levels for systems serving > 3,300 people, and only levels > 15 µg/L for smaller systems. • Systems that are required to initiate LSLR and the date replacement must begin. • Systems for which optimal corrosion control treatment (OCCT) has been designated.	Expands current requirements to include: • All P90 values for all system sizes. • The current number of LSLs and service lines of unknown material for every water system. • OCCT status of all systems including Primacy Agency-specified OWQPs.



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Administration - Asst. City Manager

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

Agenda Item: Consider the purchase of Microsoft Software & Related Services for the City of Alvin from SHI Government Solutions through DIR Contract DIR-CPO-5237 for a term of three (3) years for an annual cost not to exceed \$85,855.84; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: Staff across the city extensively utilize Microsoft Office 365 for diverse tasks. Outlook is the primary communication tool, Word is employed for documentation and report writing, while Excel is pivotal for spreadsheet management and document reviews. Additionally, various other applications within the suite cater to specific needs, collectively contributing to a comprehensive and efficient work environment.

The primary reasons for the proposed cost increase are outlined below.

The anticipated budget for the Microsoft Enterprise Agreement was initially set at \$56,960. However, due to the following factors, a revised yearly budget of \$85,855.84 is necessary for the new three-year agreement:

1. Increased Staff Count:

- a. Since the last agreement in 2020, there has been a substantial increase in the overall staff count.
- b. Notably, the Police Department has seen significant growth in personnel and their staff require the highest licensing tier for Office 365 to meet their operational needs effectively.
- c. Providing officers and staff at the Alvin Police Department with the elevated licensing tier empowers them to efficiently perform essential tasks using Outlook, Word, and Excel. For instance, patrol officers can seamlessly draft reports, whether in their patrol vehicles or at their desks, all while managing email correspondence through their Outlook mail application.

2. Price Increases for Microsoft Licensing:

- a. The prices of individual items within the new Microsoft Enterprise Agreement, such as user licensing and server licensing, have experienced notable increases.
 - b. User licensing operates on a per-user basis, resulting in a proportional rise in costs for the new agreement.
 - c. Certain items have witnessed price spikes of up to 33.23%, contributing to an overall increase
-

in the total licensing expenditure.

3. Introduction of Defender P2 Email Security Suite:

- a. The new Office 365 Agreement includes the implementation of Defender P2, an advanced suite of email security features.
- b. The current email security framework relies exclusively on custom filtering implemented by the IT Staff, constituting a minimal security measure that operates reactively rather than proactively.
- c. Defender P2 offers a comprehensive set of security tools, enhancing protection against evolving cyber threats, and ensuring a robust defense for the city staff.
- d. Investing in Defender P2 aligns with best practices for safeguarding sensitive data and maintaining the integrity of city services.

4. Funding Source:

- a. The increased costs associated with the Microsoft Enterprise Agreement renewal will be sourced from the IT Support & Maintenance Fund Reserves.

This revised budget of \$85,855.84 represents a strategic and imperative investment to fortify our organizational capabilities. By allocating these funds, we not only meet the immediate demands but also proactively secure a resilient, efficient, and scalable digital environment for the next three years.

This financial commitment is pivotal in safeguarding our operations against emerging security challenges and positioning us for sustained success in the dynamic landscape of digital governance. Your support in approving this adjustment is paramount for fortifying our digital infrastructure and ensuring the continued excellence of our services to the community.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>613-2505-00-3290</u> Amount: <u>\$85,855.84</u>	1295 Form Required? Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒	Date Completed: <u>2/26/2024 SLH</u>
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>CT 2/29/24</u>

Supporting documents attached:

1. SHI - Microsoft Enterprise Agreement Quote
2. Microsoft Enterprise Enrollment
3. Microsoft Licensing - Price and Count Comparison

Recommendation: Move to approve the purchase of Microsoft Software & Related Services for the City of Alvin from SHI Government Solutions through DIR Contract DIR-CPO-5237 for a term of three (3) years for an annual cost not to exceed \$84,663.00; and authorize the City Manager to sign related documents upon legal review.

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

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



Pricing Proposal
Quotation #: 24372305
Reference #: EA # 51133661 As is
Created On: 1/12/2024
Valid Until: 1/31/2024

TX-City of Alvin

Nick Newell
FINANCE DEPARTMENT
216 W. SEALY ATTN: A/P
ALVIN, TX 77511
United States
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Fax:
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Microsoft Inside Account Manager

Shaina Walker
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-868-6191
Fax:
Email: Shaina_Walker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365 G1 FSA GCC Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	37	\$86.88	\$3,214.56
2	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	88	\$104.28	\$9,176.64
3	O365 G3 FSA GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	76	\$212.52	\$16,151.52
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	85	\$250.08	\$21,256.80
5	CCAL Bridge O365 FSA Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	54	\$16.80	\$907.20

6	CCAL Bridge O365 FSA Sub Platform Per User Microsoft - Part#: AAA-12417 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	161	\$15.84	\$2,550.24
7	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	71	\$19.80	\$1,405.80
8	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	177	\$46.12	\$8,163.24
9	Defender O365 P2 GCC Sub Per User Microsoft - Part#: GLN-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	261	\$46.44	\$12,120.84
10	SQL CAL ALng SA Device CAL Microsoft - Part#: 359-00792 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	113	\$37.89	\$4,281.57
11	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	5	\$159.79	\$798.95
12	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	261	\$0.00	\$0.00
13	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	20	\$23.89	\$477.80
14	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2024 – 3/31/2025 Note: Year 1 of 3	20	\$125.19	\$2,503.80

15	Win Server Standard Core ALng SA 2L	144	\$19.77	\$2,846.88
	Microsoft - Part#: 9EM-00270			
	Contract Name: Adobe/Microsoft Software & Related Services			
	Contract #: DIR-CPO-5237			
	Coverage Term: 4/1/2024 – 3/31/2025			
	Note: Year 1 of 3			
			Total	\$85,855.84

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

EA: Enterprise Enrollment and Enterprise Subscription Enrollment

General information for Enterprise Enrollments and Enterprise Subscription Enrollments

Agreement structure

The starting point of every Enterprise Agreement is an MBSA (Microsoft Business and Services Agreement). The MBSA is an umbrella agreement under which an Enterprise Agreement sits. It is an evergreen agreement between an organization and Microsoft, and contains high level terms and conditions. After the MBSA has been signed, the organization can sign multiple agreements under it. The Enterprise Agreement is the foundation for a set of Enterprise Agreement Enrollments.

There are three Enrollments available: the Enterprise Enrollment and Enterprise Subscription Enrollment, for desktop products, and the Server and Cloud Enrollment, for server products and Azure. All Enrollments require a three-year commitment. This document focuses specifically on the Enterprise Enrollment and Enterprise Subscription Enrollment.

Affiliates

- An affiliate organization is one that controls, is controlled by, or is under common control with the customer, where control means ownership of more than a 50% interest of voting securities in an entity, or the power to direct the management and policies of an entity
- Affiliates must consist of entire legal entities
- Each affiliate must be entirely "in" or entirely "out"

Commitments and products

Initial order

Commitment to license all devices with one or more Enterprise Products, and to buy all licenses with Software Assurance

- Windows 11 Enterprise
- Office Professional Plus 2021
- Core CAL Suite
- Enterprise CAL Suite

Minimum of 500 Qualified Devices

Qualified Devices

Any device that is:

- A personal desktop computer, portable computer, workstation or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), or
- A device used to access a Virtual Desktop Infrastructure

Exceptions:

- A PC used as a server
- A Line of Business (or Industry) device
- An unmanaged device

End of Enrollment options

Enterprise Enrollment end

1. Sign a new Enrollment
 - Software Assurance is renewed on Enterprise Products and Additional Products
 - Online Services Subscriptions are renewed

Enterprise Subscription Enrollment end

1. Sign a new Enrollment
2. De-install software
3. Buy-out the licenses:
 - Agreed price
 - For increased Qualified Devices in the third year an annual fee prior to buy-out must also be paid
 - ALL Enterprise Products must be bought out
 - Any quantity of Additional Products may be bought out

Price levels

The initial order of Enterprise Products sets the price level for the 3-year Enrollment. Actual pricing for the Enterprise Products is agreed when the Enrollment is signed.

Desktops	Level
500	A
2,400	B
6,000	C
15,000	D

Enterprise Products and Platforms

- An organization must commit to purchasing one of the Enterprise Products for every Qualified Device in their estate
- If they choose one product from each pool, then they are said to have a Platform and that attracts a further discount
- Organizations can choose between the Professional Desktop Platform and the Enterprise Desktop Platform, where it's the CAL Suite that differentiates between the two Platforms

Systems <i>Client Operating Systems</i>		
Applications <i>Client applications</i>		
Servers <i>Server Operating Systems, Server applications and CALs</i>	Core CAL Suite <i>Client Access License</i>	Enterprise CAL Suite <i>Client Access License</i>

Additional Products

- Most software products and Online Services are available
- No requirement for an enterprise wide commitment
- May be ordered in any quantity
- Price level is set by the corresponding Enterprise Product pool
- Pricing is agreed for any Additional Products on the initial order
- Further Additional Products may be purchased through the term of the Enrollment
- Licenses for Online Services may be reduced at Anniversary

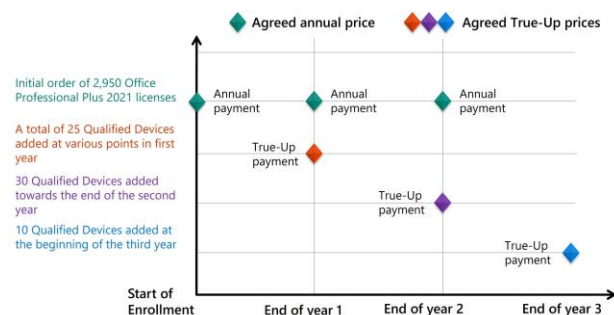
Enterprise Enrollment

Enterprise Products orders

In the diagram below a customer has committed to Office Professional Plus 2021 as their Enterprise Product for their 2,950 Qualified Devices. At the start of the Enrollment the price of the license plus three years of Software Assurance is agreed with the customer and split into three. This is the amount that the customer pays for the Office licenses each year.

If they add more Qualified Devices in the first year they make a single True Up payment at Anniversary. This is the license cost and 2.5 years of Software Assurance and is agreed with the customer at the start of the Enrollment.

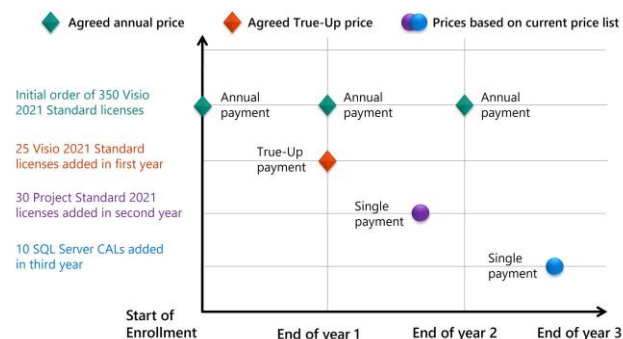
Further Qualified Devices are paid for at the end of the years in which they are added, with payment for devices added in the third year due at the end of the Enrollment.



Additional Products orders

In the diagram below a customer ordered 350 Visio licenses at the start of the Enrollment and makes three annual payments in the same way as for the Enterprise Products above. When they add a further 25 licenses in the first year they make a single True Up payment at Anniversary.

If they want to add a new Additional Product in year 2 they make a single payment at that time. The price is taken from the current price list and is the license cost plus 1.5 years of SA. If they add a product in year 3 they make a single payment which is the license cost plus 0.5 years of SA.



Enterprise Subscription Enrollment

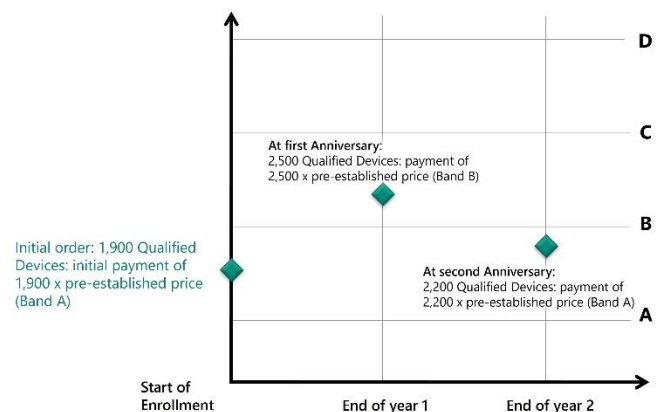
Enterprise Products Annual Orders

In the diagram below a customer has committed to an Enterprise Product for 1,900 devices and at the start of the Enrollment agrees prices for all price levels.

At the start of the Enrollment they pay for the Enterprise Products at the Level A price.

At the beginning of the next year they have an additional 600 devices which makes them eligible for Level B pricing. They make a payment for the Enterprise Products at the agreed Level B price.

In the third year they have only 2,200 devices and they make a payment for that number of devices at the agreed Level A price.

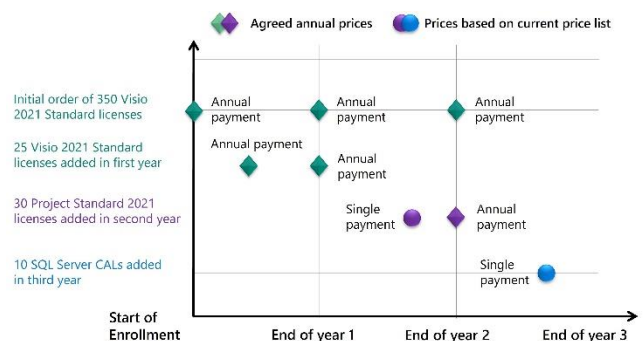


Additional Products orders

In the diagram below a customer ordered 350 Visio licenses at the start of the Enrollment and makes the first annual payment at an agreed price. In the first year they need another 25 licenses and they pay for those licenses as they install the products at the agreed price. At the first Anniversary they will still need 375 Visio licenses and make the annual payment at the agreed price. At the start of the third year they just need 350 Visio licenses and that's what they pay for.

In the second year they want to add 30 Project licenses. They pay for those licenses at the current price list price as they install the products. That price is then the price they pay at the start of the third year.

If licenses are added in the third year, then the customer pays at that moment in time using the price list price.



2020 ITEM NAME	2024 ITEM NAME	DESCRIPTION	2020 PRICE	2020 COUNT	2020 TOTAL	2024 PRICE	2024 COUNT	2024 TOTAL	PRICE INCREASE	COUNT DIFFERENCE
CoreCALBridgeO365FromSA ALNG SubsVL MVL PIt	CCAL Bridge O365 FSA Sub Per User	We have to have a CAL (Client Access License) for every user who accesses the server to use services such as file storage or printing, regardless of the number of devices they use for that access. https://www.microsoft.com/en-us/licensing/product-licensing/client-access-license?rtc=1	\$14.83	76	\$1,127.08	\$16.80	54	\$907.20	11.73%	-22
CoreCALBridgeO365FromSA ALNG SubsVL MVL Pe	CCAL Bridge O365 FSA Sub Platform Per User		\$14.83	139	\$2,061.37	\$15.84	161	\$2,550.24	6.38%	22
	CCAL Bridge O365 Sub Per User - NEW				\$0.00	\$19.80	50	\$990.00		50
O365GCCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	O365 G1 GCC Sub Per User	A G1 license merely gives the user an email address and the ability to access that email address from the Outlook Web App. They do not have access to Outlook, Word, Excel, Powerpoint, Teams, Sharepoint, or any of the 28 apps that come with G3.	\$71.79	102	\$7,322.58	\$104.28	67	\$6,986.76	31.16%	-35
O365GCCCE1FromSA ShrdSvr ALNG SubsVL MVL Pe	O365 G1 FSA GCC Sub Per User		\$58.94	37	\$2,180.78	\$86.88	37	\$3,214.56	32.16%	0
O365GCCCE3fromSA ShrdSvr ALNG SubsVL MVL Pe	O365 G3 FSA GCC Sub Per User	A G3 license give users access to all 28 of the Microsoft Apps. It's overkill for almost everyone, but Microsoft does not offer an "in-between" license such as G2 anymore. We've been ensuring that the only people getting G3s are those that need access to those business apps.	\$166.99	76	\$12,691.24	\$212.52	76	\$16,151.52	21.42%	0
	O365 G3 GCC Sub Per User - NEW				\$0.00	\$250.08	85	\$21,256.80		85
SQLCAL ALNG SA MVL DvcCAL	SQL CAL ALNg SA Device CAL	We have multiple applications on our servers that utilize SQL databases. Windows requires that we also have CALs for every machine that would access those services. https://www.microsoft.com/en-us/licensing/product-licensing/sql-server	\$33.56	113	\$3,792.28	\$37.89	113	\$4,281.57	11.43%	0
SQLSvrStd ALNG SA MVL	SQL Server Standard ALNg SA		\$144.07	3	\$432.21	\$159.79	5	\$798.95	9.84%	2
SQLSvrStd ALNG LicSAPk MVL	REMOVED	No longer being utilized.	\$336.44	2	\$672.88			\$0.00		-2
VSProSubMSDN ALNG SA MVL	REMOVED	No longer being utilized.	\$302.06	3	\$906.18			\$0.00		-3
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	Win Remote Desktop Services CAL ALNg SA UCAL	Necessary for us to remote into the licensed servers mentioned below.	\$21.28	20	\$425.60	\$23.89	20	\$477.80	10.93%	0
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	Win Server DC Core ALNg SA 2L	We have to license every core on every CPU in a server that is being utilized for Domain Controller purposes. This is different from the Standard Core licensing mentioned below.	\$124.43	8	\$995.44	\$125.19	24	\$3,004.56	0.61%	16
WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	Win Server Standard Core ALNg SA 2L	We have to license every core on every CPU in a server that is being utilized for any and all servers that we have.	\$18.01	160	\$2,881.60	\$19.77	144	\$2,846.88	8.90%	-16
WINE3perDVC ALNG SA MVL Pltfrm	Win Enterprise Device ALNg SA Platform	Windows PC Licensing.	\$38.47	113	\$4,347.11	\$46.12	177	\$8,163.24	16.59%	64
	Defender O365 P2 GCC Sub Per User - NEW	New and necessary emails security features in our ever evolving battle with ransomware and phishing. We currently have none of these features: https://learn.microsoft.com/en-us/microsoft-365/security/office-365-security/mdo-security-comparison?view=o365-worldwide			\$0.00	\$46.44	261	\$12,120.84		261
		SUBTOTAL:			\$39,836.35			\$83,750.92	52.43%	



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider the purchase of a 2024 Caterpillar Excavator from Mustang Machinery Company, LLC through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$57,473.29; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: The acquisition of a new 2024 Caterpillar Mini-Excavator was approved and adopted by City Council in the FY24 budget. The new mini-excavator will replace a 2010 Case Mini-Excavator utilized by Utility Staff to install, repair, maintain, and improve water/wastewater services for the City of Alvin community. The new Caterpillar unit will be purchased utilizing the Sourcewell Cooperative Purchasing Program Contract #032119-CAT. Pricing of the new unit is valid until April 2024.

The current unit, a 2010 Case Mini, will be auctioned in a public auction sale once the new unit arrives and is put into service. In addition, Caterpillar is providing credit for two very old units that were removed from service many years ago, a 1993 Case 580 backhoe and a 1994 Case 580 backhoe. Both of these units have not been operable and have been stored at the Wastewater Treatment Plant (WWTP) and Public Services Facility (PSF) for many years. Both units had been advertised in previous public auctions, but were not sold or bid on.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>220-6002-00-4150</u> Amount: <u>\$57,473.29</u>	1295 Form Required? Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒	Date Completed: <u>2/24/2024 SLH</u>
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>CT 2/29/24</u>

Supporting documents attached:

1. CAT excavator quote Sourcewell Contract
-

Recommendation: Move to approve the purchase of a 2024 Caterpillar Excavator from Mustang Machinery Company, LLC through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$57,473.29; and authorize the City Manager to sign related documents upon legal review.

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

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

MUSTANG CAT		New Machine Sales Agreement		MUSTANG CAT Rental	
REF# Q-08687		MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 PHONE: (800) 256 - 1001			
SOLD TO	CUSTOMER	City Of Alvin	SHIP TO		
	STREET ADDRESS	216 W Sealy St			
	CITY/STATE	Alvin/TX		/	
	POSTAL CODE	77511			
	COUNTY/ COUNTRY				
	PHONE NUMBER				
	EMAIL	anavarro@psf.cityofalvin.com			
	CUSTOMER CONTACT	EQUIPMENT Alejandro Navarro	F.O.B. AT:		
		PRODUCT			
		SUPPORT			
	INDUSTRY CODE		SHIP VIA:		
	PRINCIPAL WORK CODE				
CUSTOMER NUMBER: 0474100		SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: Caterpillar		MODEL: 303.5-07OR		YEAR: 2024	
ID NUMBER: 23NE3112		SERIAL NUMBER: 0RE904317		SMU:	
303.5	303.5-07OR				
23NE3112	23NE3112				\$78,480.00
SHIPPING/STORAGE PROTECTION	0P-2266				\$271.00
SEAT, SUSPENSION, VINYL	519-9266				\$0.00
CAT KEY, WITH PASS CODE OPTION	525-4465				\$0.00
FILM, PRODUCT LINK, ANSI	541-4787				\$0.00
2 WAY CONTROL	542-1495				\$0.00
FILM, INC. CANADA	542-1504				\$0.00
BOOM LIGHT, LED	542-8886				\$0.00
HYDRAULIC OIL, STD	546-1520				\$0.00
SOFTWARE, PROPORTIONAL CONTROL	557-1709				\$0.00
SOFTWARE, STICK STEER CONTROL	557-1710				\$0.00
SOFTWARE, CODED START	557-1713				\$0.00
ALARM, TRAVEL	558-1744				\$0.00
BOOM, STANDARD	558-1754				\$0.00
LINES, BOOM W/O BLCV	558-1760				\$0.00
LINES, STICK W/O SLCV	558-1763				\$0.00
CANOPY, ROPS	563-6658				\$0.00
TRACK, 12", RUBBER	566-2914				\$0.00
BLADE, ANGLE, BOCE	568-5199				\$0.00
TRAVEL LEVERS AND PEDALS	568-5200				\$0.00
INSTRUCTIONS, ANSI	569-3572				\$0.00
LINKAGE, BUCKET, W/LIFTING EYE	571-9088				\$0.00
STICK, LONG, W/ THUMB BRACKET	571-9661				\$0.00
UNDERCARRIAGE, FIXED, ANGLE BLD	571-9665				\$0.00
DRAIN, ECOLOGY	573-4364				\$0.00
LINES, BUCKET, LONG STICK	575-2776				\$0.00
CONTROL, 1ST AUX, JOYSTICK	575-4420				\$0.00
LINES, 1ST AUX, LONG STICK	575-7225				\$0.00
ENGINE, EPA TIER 4F	576-2961				\$0.00
MONITOR NEXT GEN, NO CAMERA	580-7179				\$0.00
ACCUMULATOR	588-2227				\$0.00
CWT EXTRA, 550LBS	592-1442				\$0.00
FILM, CANOPY	594-5727				\$0.00
FLOORMAT, CANOPY, W/TRAVEL	594-7895				\$0.00
SEAT BELT, 3" RETRACTABLE	599-7202				\$0.00
FILM, ROPS, ISO, CANOPY	602-3576				\$0.00
LANE 2 ORDER	0P-9002				\$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926				\$0.00
PACKING, LAST MILE PROGRAM	0P-4299				\$0.00
PRODUCT LINK, CELLULAR PL243	573-9677				\$0.00
303.5 07A CR HYD EXCAVATOR	558-1751				\$0.00
BUCKET-HD, 24", 42 FT3, 3T 216	464-9904				\$1,438.00
Total Machine List Price: \$80,189.00					
Dealer Discount: \$20,339.00					

Quote Notes

Sourcewell Contract #032119-CAT. COI. Pricing valid through April 2024.

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL: 580	YEAR:	SERIAL NUMBER: JJG0177233		SUB TOTAL	\$59,850.00
PAYOUT TO:	AMOUNT: \$0.00	PAID BY:		HEAVY EQUIPMENT TAX	\$123.29
MODEL: 580	YEAR:	SERIAL NUMBER: JJG0179923		SALES TAX	\$0.00
PAYOUT TO:	AMOUNT:	PAID BY:		DOC FEE	\$0.00
MODEL:	YEAR:	SERIAL NUMBER:		DIESEL SURCHARGE	\$0.00
PAYOUT TO:	AMOUNT:	PAID BY:		TOTAL CASH PRICE	\$59,973.29
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE. PREVENTATIVE MAINTENANCE AGREEMENT CVA 500 Hours				CASH WITH ORDER	\$0.00
				TRADE IN ALLOWANCE	\$2,500.00
				TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
				UNPAID BALANCE OF TRADES	\$0.00
				Invoice – Downpayment + Trade in Allowance	\$57,473.29
				TOTAL AMOUNT TO BE FINANCED	\$57,473.29
EQUIPMENT WARRANTY Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.					

WARRANTY TERM

48 Month | 1500 Hours|Premier|Labor+Travel 2H/100M
CAT Work Tools Warranty 12 Months/Unlimited Hours

CUSTOMER INITIAL.

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____

DATE _____

ORDER
RECEIVED
BY _____ Stuart Newton

CUSTOMER NAME _____

SIGNATURE _____

CUSTOMER SIGNATURE _____

TITLE _____ OSR

TITLE _____

TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2024 season.

Type of Item: Action Item

Summary: This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing-rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: www.brazoriacountytx.gov Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☐

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 2/27/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Mosquito Aerial Spraying Letter 2024
-

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



www.alvin-tx.gov

CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4294

Office of the City Manager

March 7, 2024

Ms. Fran Henderson, Director
Brazoria County Mosquito Control District
1380 East Kiber
Angleton, Texas 77515

Re: Aerial Spraying over the City of Alvin

Dear Ms. Henderson:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland
City Manager



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Preservation Creek Phase 2 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, and the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On January 22, 2024, the Engineering Department received the master preliminary plat of Preservation Creek Phase 2 for review. The property is located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres containing 330 lots and 24 reserves in 12 sections and 24 blocks and complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023, and the General Plan previously approved by Council on December 7, 2023.

The City Planning Commission unanimously approved the plat unanimously at their meeting on February 20, 2024.

Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 2/27/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Preservation Creek Phase 2 Master Preliminary Plat
-

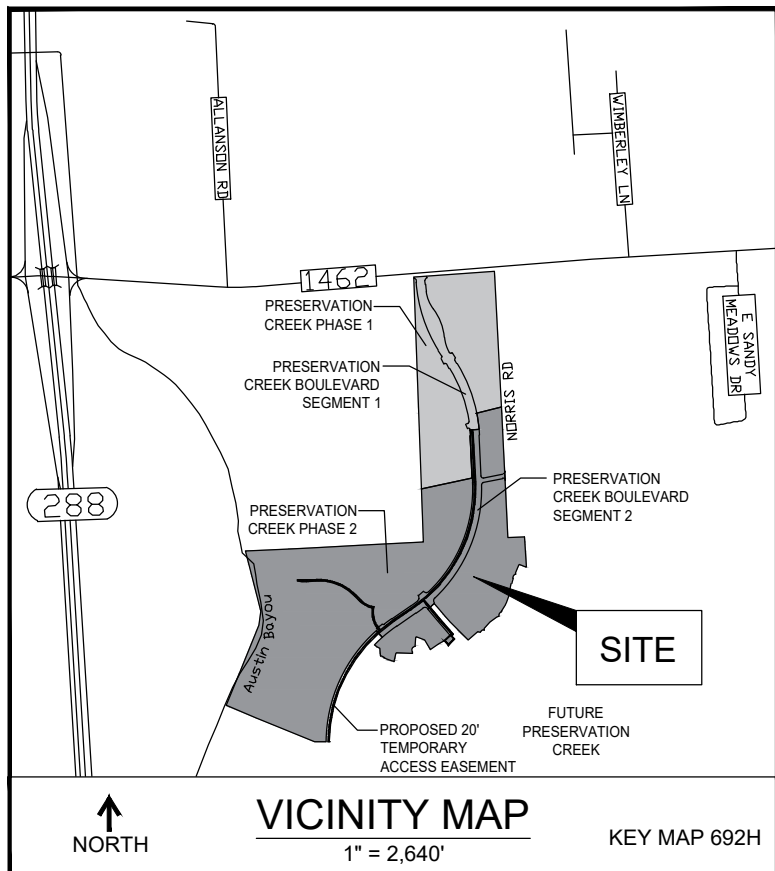
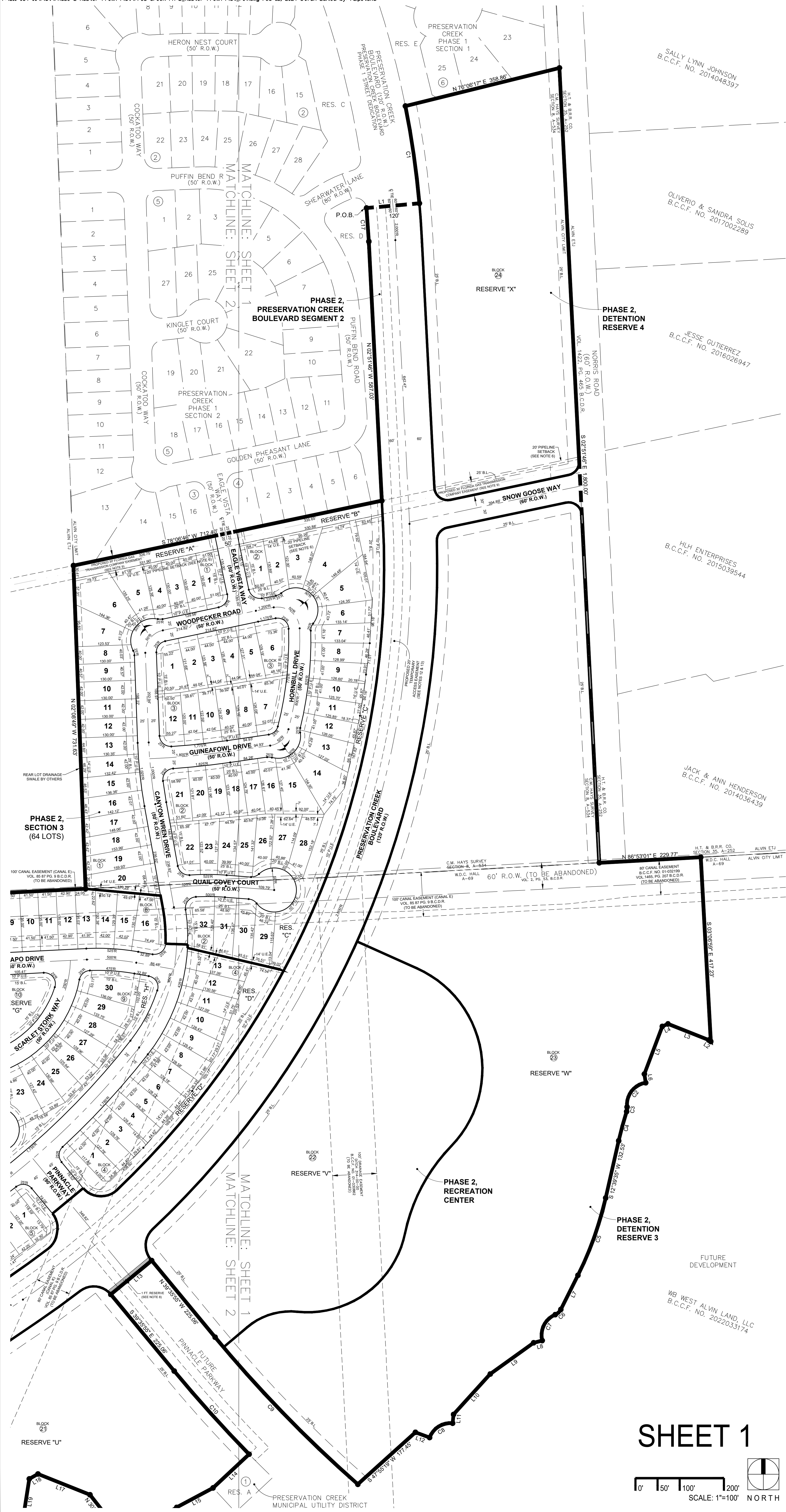
Recommendation: Move to approve a master preliminary plat of Preservation Creek Phase 2 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, and the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒



- GENERAL NOTES:**
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
 - The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.99985546.
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0275K, dated December 30, 2020, the property lies within Zone A and Zone X.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hirschaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hirschaw, Russ & Associates, Inc. d/b/a EHRA.
 - B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.S. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STM S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
 - The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.
 - No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
 - Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.
 - One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and re-vest in the dedicators, his heirs, assigns, or successors.
 - This proposed 30' easement is intended to redefine the blanket easement recorded at Vol. 733, Pg. 44 B.C.D.R.
 - Blocks 1-9 are Patio Home lots, for a total of 153 lots.
 - Blocks 11-14 are Townhome lots, for a total of 122 lots.
 - The access easement provided must be 20 feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
 - This temporary access will be released and abandoned and revert to the dedicatior when the underlying property is subdivided in a recorded plat.

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	9,879.84	0.23
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	9,997.90	0.23
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	41,722.80	0.96
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	28,550.86	0.66
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	33,018.43	0.76
F	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	20,974.83	0.48
G	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	18,279.68	0.42
H	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	22,888.23	0.53
I	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,383.21	0.08
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	27,487.67	0.63
K	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,831.17	0.48
L	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,097.34	0.05
M	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	8,297.38	0.19
N	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	26,614.02	0.61
O	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	5,213.40	0.12
P	WATER PLANT	98,675.40	2.27
Q	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,267,648.17	29.10
R	DRILL SITE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	420,222.79	9.65
S	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	507,465.79	11.65
T	WASTEWATER TREATMENT PLANT	288,969.89	6.17
U	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	366,268.12	8.41
V	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	361,761.16	8.30
W	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	976,964.31	22.43
X	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	302,326.64	6.94
TOTAL		4,849,539.03	112.25

MASTER PRELIMINARY PLAT OF: PRESERVATION CREEK PHASE 2

BEING A PLANNED UNIT DEVELOPMENT OF 175.26 ACRES OUT OF THE C.M. HAYES SURVEY, SECTION 8, ABSTRACT NO. 534, AND THE W.D.C. HALL SURVEY, ABSTRACT NO. 69, ALSO BEING OUT OF LOTS 4-8 & LOTS 13-15 KANAWHA TEXAS COMPANY'S SUBDIVISION, VOL. 2, PG. 53 B.C.D.R., CITY OF ALVIN BRAZORIA COUNTY, TEXAS.

330 LOTS 24 BLOCKS 24 RESERVES 12 SECTIONS

FEBRUARY 14, 2024

OWNER

WB WEST ALVIN LAND, LLC
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

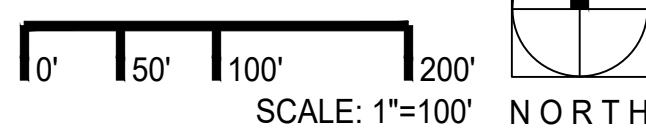
SHEET 1

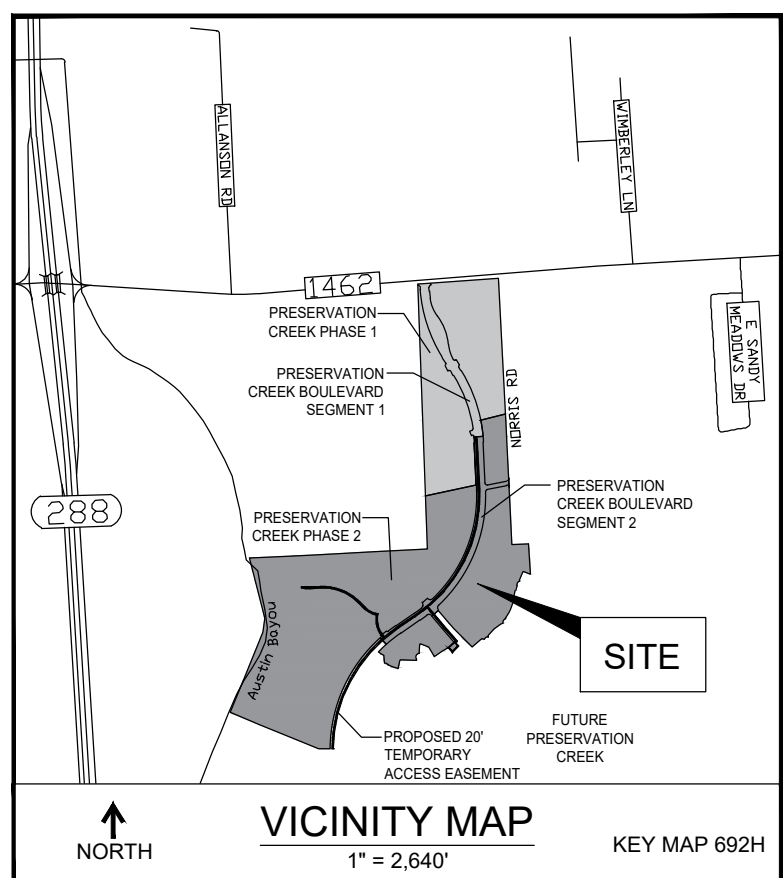
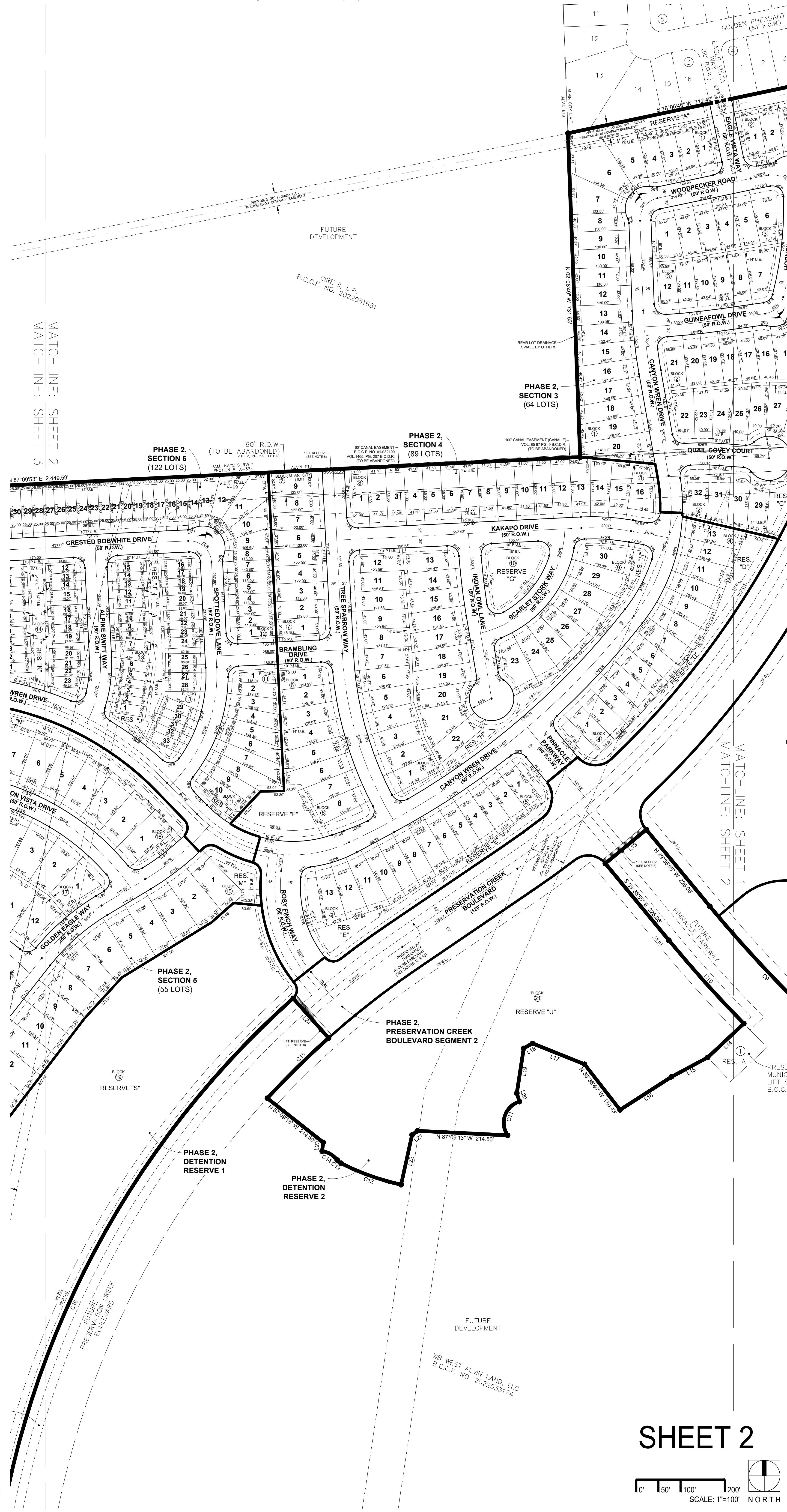


10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO.
211-084-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.





GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.99985546.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0279K, dated December 30, 2020, the property lies within Zone A and Zone X.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hirshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hirshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.S. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.T.M.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Texas, Community Panel No. 48039C0279K, Angleton Independent School District, and Brazoria County Drainage District #5.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 22-0.
- Preliminary, this document shall not be recorded for any purpose and shall be used or viewed or relied upon as a final survey document.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revert in the dedicators, his heirs, assigns, or successors.
- This proposed 30' easement is intended to redefine the blanket easement recorded at Vol. 733, Pg. 44 B.C.D.R.
- Blocks 1-9 are Patio Home lots, for a total of 153 lots.
- Blocks 11-14 are Townhome lots, for a total of 122 lots.
- The access easement provided must be 20 feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This temporary access will be released and abandoned and revert to the dedicatior when the underlying property is subdivided in a recorded plat.

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	9,879.84	0.23
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	9,997.90	0.23
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	41,722.80	0.96
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	28,550.86	0.66
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	33,018.43	0.76
F	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	20,974.83	0.48
G	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	18,279.68	0.42
H	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	22,888.23	0.53
I	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,383.21	0.08
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	27,487.67	0.63
K	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,831.17	0.48
L	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,097.34	0.05
M	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	8,297.38	0.19
N	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	26,814.02	0.61
O	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	5,213.40	0.12
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MASTER PRELIMINARY PLAT OF: PRESERVATION CREEK PHASE 2

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330 LOTS 24 BLOCKS 24 RESERVES 12 SECTIONS

FEBRUARY 14, 2024

OWNER

WB WEST ALVIN LAND, LLC
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

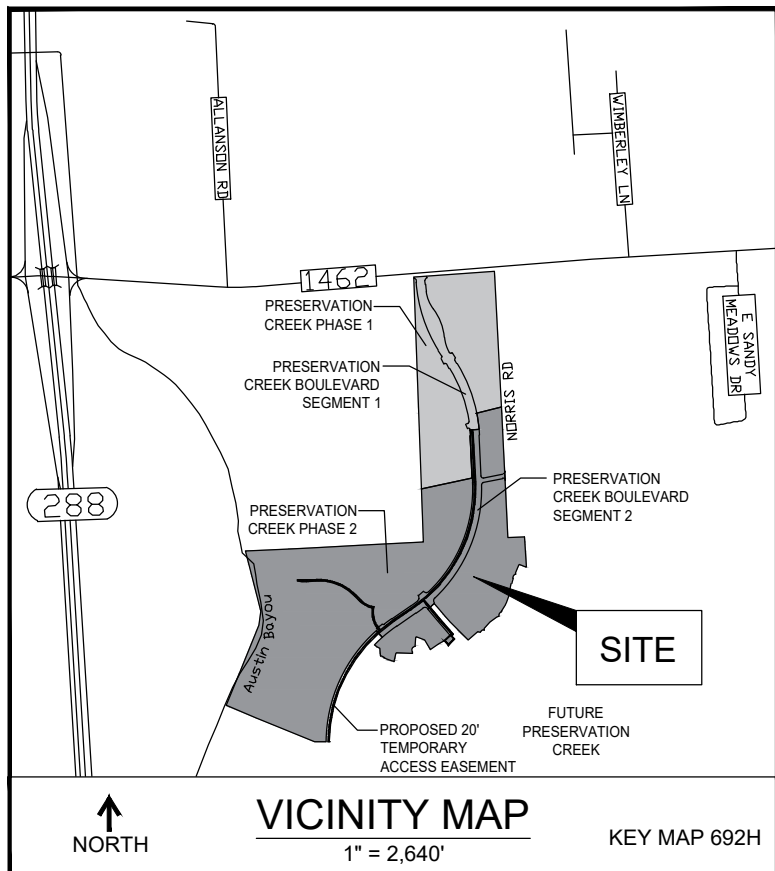
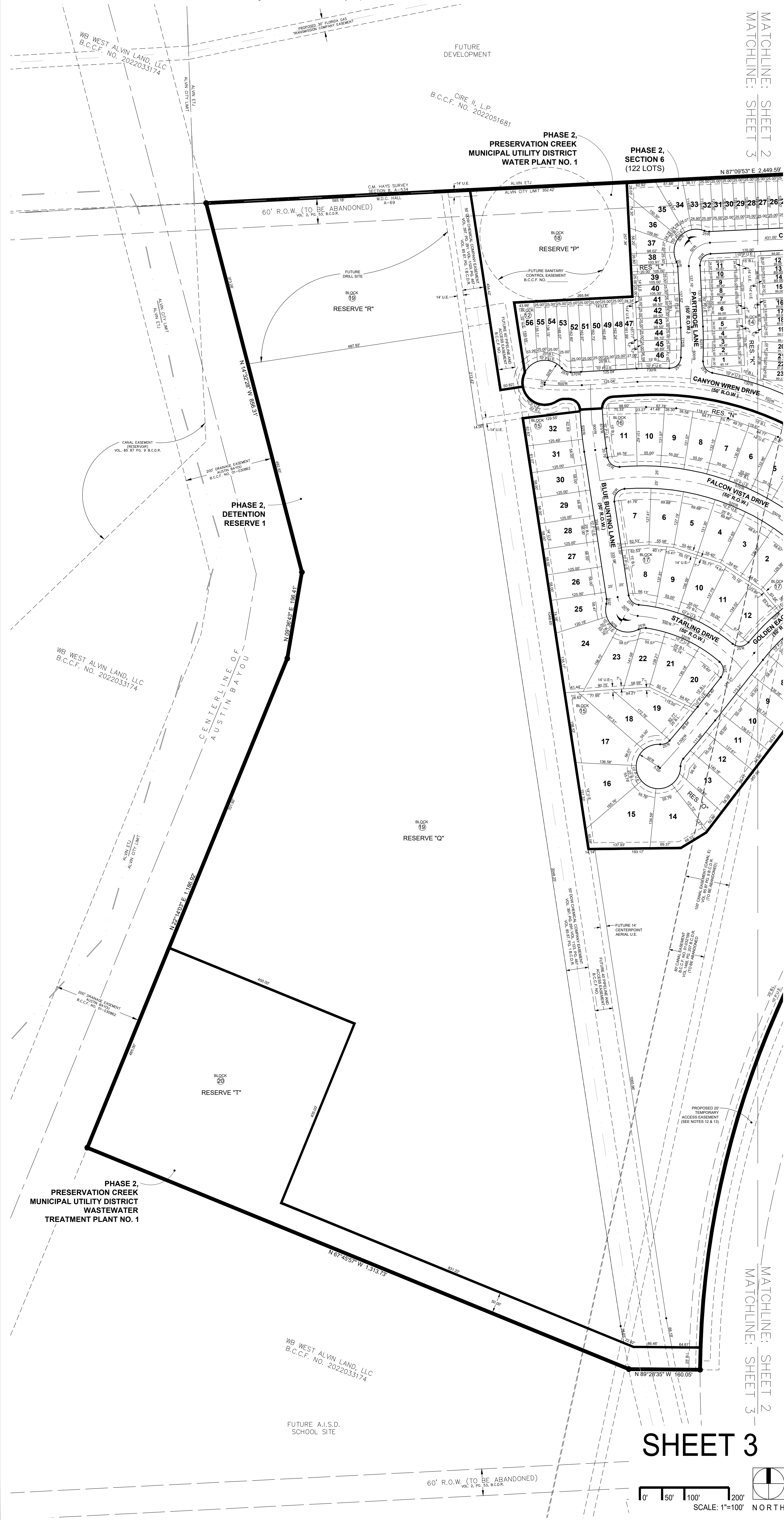
SHEET 2



EHRA JOB NO. 211-084-00

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 100923300

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MASTER
PRELIMINARY PLAT OF:
PRESERVATION CREEK
PHASE 2

BEING A PLANNED UNIT DEVELOPMENT
OF 175.26 ACRES OUT OF THE
C.M. HAYES SURVEY, SECTION 8, ABSTRACT NO. 534,
AND THE W.D.C. HALL SURVEY, ABSTRACT NO. 69,
ALSO BEING OUT OF LOTS 4-8 & LOTS 13-15
KANAWHA TEXAS COMPANY'S SUBDIVISION,
VOL. 2, PG. 53 B.C.D.R.,
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

330 LOTS 24 BLOCKS 24 RESERVES 12 SECTIONS

FEBRUARY 14, 2024

OWNER

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BELLAIRE, TX 77401
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TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO.
211-084-00

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LOT SIZE TABLE

BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	LOT WIDTH (FT.)	GP LAND USE	PUD LAND USE
1	1	6,495.87	51.00'	SF	PATIO HOME
	2	5,200.00	40.00'	SF	PATIO HOME
	3	5,200.00	40.00'	SF	PATIO HOME
	4	5,171.06	40.00'	SF	PATIO HOME
	5	7,130.37	41.26'	SF	PATIO HOME
	6	11,152.71	40.47'	SF	PATIO HOME
	7	7,963.13	41.23'	SF	PATIO HOME
	8	5,125.94	40.03'	SF	PATIO HOME
	9	5,273.81	40.57'	SF	PATIO HOME
	10	5,460.00	42.00'	SF	PATIO HOME
	11	5,460.00	42.00'	SF	PATIO HOME
	12	5,460.00	42.00'	SF	PATIO HOME
	13	5,591.33	42.00'	SF	PATIO HOME
	14	5,724.24	42.00'	SF	PATIO HOME
	15	5,863.25	42.00'	SF	PATIO HOME
	16	6,064.12	42.01'	SF	PATIO HOME
	17	6,093.67	42.00'	SF	PATIO HOME
	18	6,343.02	42.00'	SF	PATIO HOME
	19	6,592.37	42.00'	SF	PATIO HOME
	20	8,585.83	58.40'	SF	PATIO HOME
2	1	6,891.18	50.92'	SF	PATIO HOME
	2	5,270.22	40.57'	SF	PATIO HOME
	3	7,884.07	40.59'	SF	PATIO HOME
	4	12,653.51	40.41'	SF	PATIO HOME
	5	8,424.95	40.41'	SF	PATIO HOME
	6	5,732.20	43.72'	SF	PATIO HOME
	7	5,778.09	41.16'	SF	PATIO HOME
	8	5,618.08	41.00'	SF	PATIO HOME
	9	5,477.20	41.00'	SF	PATIO HOME
	10	5,394.34	41.00'	SF	PATIO HOME
	11	5,393.39	41.00'	SF	PATIO HOME
	12	5,393.39	41.00'	SF	PATIO HOME
	13	6,391.67	42.28'	SF	PATIO HOME
	14	9,543.86	40.41'	SF	PATIO HOME
	15	8,111.94	41.36'	SF	PATIO HOME
	16	5,146.80	40.01'	SF	PATIO HOME
	17	5,028.02	40.00'	SF	PATIO HOME
	18	4,998.31	40.00'	SF	PATIO HOME
	19	4,992.19	40.00'	SF	PATIO HOME
	20	4,966.81	40.00'	SF	PATIO HOME
3	1	6,756.80	58.99'	SF	PATIO HOME
	22	6,729.17	51.01'	SF	PATIO HOME
	23	5,306.92	40.00'	SF	PATIO HOME
	24	5,432.97	39.99'	SF	PATIO HOME
	25	5,523.91	40.00'	SF	PATIO HOME
	26	5,287.04	40.00'	SF	PATIO HOME
	27	6,149.44	40.88'	SF	PATIO HOME
	28	6,488.88	41.00'	SF	PATIO HOME
	29	5,626.10	46.24'	SF	PATIO HOME
	30	6,250.09	45.89'	SF	PATIO HOME
	31	6,254.98	48.90'	SF	PATIO HOME
	32	7,378.63	65.58'	SF	PATIO HOME
	1	7,148.64	55.22'	SF	PATIO HOME
	2	5,395.22	44.00'	SF	PATIO HOME
	3	5,477.86	44.00'	SF	PATIO HOME
	4	5,560.51	44.00'	SF	PATIO HOME
	5	5,543.16	44.00'	SF	PATIO HOME
	6	8,245.31	73.36'	SF	PATIO HOME
	7	8,255.82	52.07'	SF	PATIO HOME
	8	5,024.95	40.00'	SF	PATIO HOME
	9	5,024.29	40.52'	SF	PATIO HOME
4	10	5,082.61	42.04'	SF	PATIO HOME
	11	4,998.89	42.04'	SF	PATIO HOME
	12	6,287.56	55.27'	SF	PATIO HOME
	1	5,429.20	42.00'	SF	PATIO HOME
	2	5,499.89	42.00'	SF	PATIO HOME
	3	5,556.38	42.00'	SF	PATIO HOME
	4	5,525.71	42.00'	SF	PATIO HOME
	5	5,499.39	42.00'	SF	PATIO HOME
	6	5,518.82	42.00'	SF	PATIO HOME
	7	5,708.54	41.99'	SF	PATIO HOME
	8	5,868.82	42.00'	SF	PATIO HOME
	9	5,940.47	42.00'	SF	PATIO HOME
	10	5,804.68	42.00'	SF	PATIO HOME
	11	5,859.36	42.00'	SF	PATIO HOME
	12	5,460.14	40.03'	SF	PATIO HOME
	13	6,423.36	45.32'	SF	PATIO HOME
5	1	5,168.09	40.00'	SF	PATIO HOME
	2	5,170.75	40.00'	SF	PATIO HOME
	3	5,162.95	40.00'	SF	PATIO HOME
	4	5,194.61	40.00'	SF	PATIO HOME
	5	5,265.83	40.00'	SF	PATIO HOME
	6	5,327.85	40.00'	SF	PATIO HOME
	7	5,380.60	40.00'	SF	PATIO HOME
	8	5,457.51	40.00'	SF	PATIO HOME
	9	5,461.60	40.00'	SF	PATIO HOME
	10	5,575.20	40.00'	SF	PATIO HOME
	11	6,019.41	40.07'	SF	PATIO HOME
	12	5,975.23	40.00'	SF	PATIO HOME
	13	6,039.00	40.00'	SF	PATIO HOME
6	1	6,522.29	50.99'	SF	PATIO HOME
	2	5,450.31	41.00'	SF	PATIO HOME
	3	5,722.66	41.00'	SF	PATIO HOME
	4	6,105.45	41.00'	SF	PATIO HOME
	5	6,606.17	41.00'	SF	PATIO HOME
	6	7,066.62	41.00'	SF	PATIO HOME
	7	5,949.80	41.00'	SF	PATIO HOME
	8	5,662.21	41.00'	SF	PATIO HOME
7	1	6,087.87	51.00'	SF	PATIO HOME
	2	4,880.00	40.00'	SF	PATIO HOME
	3	4,880.00	40.00'	SF	PATIO HOME
	4	4,880.00	40.00'	SF	PATIO HOME
	5	4,880.00	40.00'	SF	PATIO HOME
	6	4,880.00	40.00'	SF	PATIO HOME
	7	4,880.00	40.00'	SF	PATIO HOME
	8	4,880.00	40.00'	SF	PATIO HOME
	9	6,352.42	52.07'	SF	PATIO HOME
	1	6,750.88	51.00'	SF	PATIO HOME
	2	5,602.50	41.50'	SF	PATIO HOME
	3	5,602.50	41.50'	SF	PATIO HOME
	4	5,602.50	41.50'	SF	PATIO HOME
	5	5,602.50	41.50'	SF	PATIO HOME
	6	5,602.50	41.50'	SF	PATIO HOME
	7	5,602.50	41.50'	SF	PATIO HOME
	8	5,602.50	41.50'	SF	PATIO HOME
	9	5,602.50	41.50'	SF	PATIO HOME
	10	5,602.50	41.50'	SF	PATIO HOME
8	11	5,602.50	41.50'	SF	PATIO HOME
	12	5,791.84	42.90'	SF	PATIO HOME
	13	5,874.09	41.97'	SF	PATIO HOME
	14	5,881.88	42.00'	SF	PATIO HOME
	15	5,827.65	42.02'	SF	PATIO HOME
	16	8,542.02	74.49'	SF	PATIO HOME
9	1	5,554.44	47.34'	SF	PATIO HOME
	2	5,506.85	47.34'	SF	PATIO HOME
	3	5,452.92	47.34'	SF	PATIO HOME
	4	5,452.96	47.34'	SF	PATIO HOME
	5	5,699.81	48.47'	SF	PATIO HOME
	6	5,926.22	48.47'	SF	PATIO HOME
	7	5,962.20	47.42'	SF	PATIO HOME
	8	5,810.35	43.00'	SF	PATIO HOME
	9	5,530.21	43.00'	SF	PATIO HOME
	10	5,450.07	43.00'	SF	PATIO HOME
	11	5,369.93	43.00'	SF	PATIO HOME
	12	6,130.96	51.00'	SF	PATIO HOME
	13	6,763.49	53.02'	SF	PATIO HOME
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	15	5,607.41	43.00'	SF	PATIO HOME
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	17	5,726.63	43.00'	SF	PATIO HOME
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	22	5,411.32	40.00'	SF	PATIO HOME
	23	7,863.08	54.86'	SF	PATIO HOME
	24	5,809.63	40.00'	SF	PATIO HOME
	25	5,769.60	40.00'	SF	PATIO HOME
	26	5,691.46	40.00'	SF	PATIO HOME
	27	5,727.65	40.00'	SF	PATIO HOME
	28	5,879.72	40.00'	SF	PATIO HOME
	29	6,277.74	40.00'	SF	PATIO HOME
	30	8,353.98	53.17'	SF	PATIO HOME
11	1	4,298.35	35.99'	SPR	TOWNHOME
	2	3,548.02	28.00'	SPR	TOWNHOME
	3	3,742.38	28.00'	SPR	TOWNHOME
	4	4,032.03	28.00'	SPR	TOWNHOME
	5	4,429.41	28.00'	SPR	TOWNHOME
	6	4,652.56	28.00'	SPR	TOWNHOME
	7	5,626.95	28.00'	SPR	TOWNHOME
	8	5,614.97	28.00'	SPR	TOWNHOME
	9	4,412.99	28.00'	SPR	TOWNHOME
	10	4,143.57	28.00'	SPR	TOWNHOME

1) LOT WIDTH MEASURED AT FRONT BUILDING LINE.
2) WIDTH OF LOTS ON CONVEX CURVE OF A STREET MEASURED AT INTERSECTION OF TANGENT OF FRONT BUILDING LINE WITH SIDE LOT LINES.

LOT SIZE TABLE

BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	LOT WIDTH (FT.)	GP LAND USE	PUD LAND USE	
12	1	4,046.87	37.00	SPR	TOWNHOME	
	2	2,825.00	25.00	SPR	TOWNHOME	
	3	2,825.00	25.00	SPR	TOWNHOME	
	4	2,825.00	25.00	SPR	TOWNHOME	
	5	2,825.00	25.00	SPR	TOWNHOME	
	6	2,825.00	25.00	SPR	TOWNHOME	
	7	2,825.00	25.00	SPR	TOWNHOME	
	8	2,756.05	25.00	SPR	TOWNHOME	
	9	3,644.28	25.69	SPR	TOWNHOME	
	10	4,728.16	24.54	SPR	TOWNHOME	
	11	7,101.99	24.54	SPR	TOWNHOME	
	12	5,373.86	24.54	SPR	TOWNHOME	
	13	4,049.23	24.89	SPR	TOWNHOME	
	14	2,911.97	25.00	SPR	TOWNHOME	
	15	2,999.98	25.00	SPR	TOWNHOME	
	16	3,000.00	25.00	SPR	TOWNHOME	
	17	3,000.00	25.00	SPR	TOWNHOME	
	18	3,000.00	25.00	SPR	TOWNHOME	
	19	3,000.00	25.00	SPR	TOWNHOME	
	20	3,000.00	25.00	SPR	TOWNHOME	
	21	3,000.00	25.00	SPR	TOWNHOME	
	22	3,000.00	25.00	SPR	TOWNHOME	
	23	3,000.00	25.00	SPR	TOWNHOME	
	24	3,000.00	25.00	SPR	TOWNHOME	
	25	3,000.00	25.00	SPR	TOWNHOME	
	26	3,000.00	25.00	SPR	TOWNHOME	
	27	3,000.00	25.00	SPR	TOWNHOME	
	28	3,000.00	25.00	SPR	TOWNHOME	
	29	3,000.00	25.00	SPR	TOWNHOME	
	30	3,000.00	25.00	SPR	TOWNHOME	
	31	3,000.00	25.00	SPR	TOWNHOME	
	32	2,969.68	25.00	SPR	TOWNHOME	
	33	3,410.35	24.95	SPR	TOWNHOME	
	34	4,618.58	24.01	SPR	TOWNHOME	
	35	6,764.43	24.78	SPR	TOWNHOME	
	36	5,060.30	24.78	SPR	TOWNHOME	
	37	3,841.31	26.37	SPR	TOWNHOME	
	38	2,596.19	25.50	SPR	TOWNHOME	
	39	2,624.96	25.00	SPR	TOWNHOME	
	40	2,624.96	25.00	SPR	TOWNHOME	
	41	2,462.46	25.00	SPR	TOWNHOME	
	42	2,462.46	25.00	SPR	TOWNHOME	
	43	2,462.48	25.00	SPR	TOWNHOME	
	44	2,459.03	25.00	SPR	TOWNHOME	
	45	2,438.70	25.00	SPR	TOWNHOME	
	46	3,527.30	39.74	SPR	TOWNHOME	
	47	4,454.63	27.00	SPR	TOWNHOME	
	48	4,049.14	25.00	SPR	TOWNHOME	
	49	4,055.26	25.00	SPR	TOWNHOME	
	50	4,061.39	25.00	SPR	TOWNHOME	
	51	4,067.52	25.00	SPR	TOWNHOME	
	52	4,070.61	25.00	SPR	TOWNHOME	
	53	3,955.79	25.00	SPR	TOWNHOME	
13	54	3,493.49	25.00	SPR	TOWNHOME	
	55	3,335.49	25.00	SPR	TOWNHOME	
	56	5,372.20	33.28	SPR	TOWNHOME	
	1	2,225.50	24.00	SPR	TOWNHOME	
	2	1,714.81	19.00	SPR	TOWNHOME	
	3	1,693.79	19.00	SPR	TOWNHOME	
	4	1,693.92	19.00	SPR	TOWNHOME	
	5	1,715.21	19.00	SPR	TOWNHOME	
	6	2,230.31	24.00	SPR	TOWNHOME	
	7	2,135.95	19.00	SPR	TOWNHOME	
	8	1,690.96	19.00	SPR	TOWNHOME	
	9	1,690.96	19.00	SPR	TOWNHOME	
	10	1,135.95	24.00	SPR	TOWNHOME	
	11	1,135.95	24.00	SPR	TOWNHOME	
	12	1,690.96	19.00	SPR	TOWNHOME	
	13	1,690.96	19.00	SPR	TOWNHOME	
	14	1,690.96	19.00	SPR	TOWNHOME	
	15	2,129.11	24.00	SPR	TOWNHOME	
	16	2,129.16	24.00	SPR	TOWNHOME	
	17	3,000.00	19.00	SPR	TOWNHOME	
	18	3,000.00	19.00	SPR	TOWNHOME	
	19	3,000.00	19.00	SPR	TOWNHOME	
	20	2,136.00	24.00	SPR	TOWNHOME	
	21	2,136.00	24.00	SPR	TOWNHOME	
	22	1,691.00	19.00	SPR	TOWNHOME	
	23	1,691.00	19.00	SPR	TOWNHOME	
	24	2,136.00	24.00	SPR	TOWNHOME	
	25	2,157.08	19.00	SPR	TOWNHOME	
	26	1,731.37	24.00	SPR	TOWNHOME	
	27	1,739.95	19.00	SPR	TOWNHOME	
	28	2,177.52	24.00	SPR	TOWNHOME	
	29	2,212.09	24.00	SPR	TOWNHOME	
	30	1,784.43	19.00	SPR	TOWNHOME	
31	1,760.88	18.75	SPR	TOWNHOME		
32	1,775.80	19.00	SPR	TOWNHOME		
33	2,189.70	24.00	SPR	TOWNHOME		
14	1	2,211.82	24.00	SPR	TOWNHOME	
	2	1,730.59	19.00	SPR	TOWNHOME	
	3	1,709.18	19.00	SPR	TOWNHOME	
	4	1,696.11	19.00	SPR	TOWNHOME	
	5	2,136.26	24.00	SPR	TOWNHOME	
	6	2,136.00	24.00	SPR	TOWNHOME	
	7	1,691.00	19.00	SPR	TOWNHOME	
	8	1,691.00	19.00	SPR	TOWNHOME	
	9	1,691.00	19.00	SPR	TOWNHOME	
	10	1,691.00	19.00	SPR	TOWNHOME	
	11	2,129.16	24.00	SPR	TOWNHOME	
	12	2,112.09	23.15	SPR	TOWNHOME	
	13	1,691.00	19.00	SPR	TOWNHOME	
	14	1,691.00	19.00	SPR	TOWNHOME	
	15	2,136.00	24.00	SPR	TOWNHOME	
	16	2,136.00	24.00	SPR	TOWNHOME	
	17	1,691.00	19.00	SPR	TOWNHOME	
	18	1,691.00	19.00	SPR	TOWNHOME	
	19	2,136.00	24.00	SPR	TOWNHOME	
	20	2,174.94	24.00	SPR	TOWNHOME	
	21	1,751.69	19.00	SPR	TOWNHOME	
	22	1,753.06	19.00	SPR	TOWNHOME	
	15	23	2,177.41	24.00	SPR	TOWNHOME
		1	7,999.57	55.00	SF	SFR
2		8,117.19	55.00	SF	SFR	
3		7,878.41	55.05	SF	SFR	
4		7,516.62	55.05	SF	SFR	
5		7,095.24	57.18	SF	SFR	
6		8,369.55	67.81	SF	SFR	
7		8,485.26	67.81	SF	SFR	
8		7,748.15	58.00	SF	SFR	
9		7,444.24	55.00	SF	SFR	
10		7,486.66	55.00	SF	SFR	
11		7,631.62	55.00	SF	SFR	
12		7,796.83	55.00	SF	SFR	
13		7,822.00	56.40	SF	SFR	
14		11,657.06	55.76	SF	SFR	
15		15,622.73	55.76	SF	SFR	
16		12,890.97	55.76	SF	SFR	
17		16,735.39	56.01	SF	SFR	
18		10,168.37	55.00	SF	SFR	
19		10,159.28	82.77	SF	SFR	
20		8,833.00	76.60	SF	SFR	
21		8,683.80	76.74	SF	SFR	
22		7,514.26	55.57	SF	SFR	
23		9,433.86	55.76	SF	SFR	
24		14,052.52	55.07	SF	SFR	
25		7,860.75	58.41	SF	SFR	
26		7,250.00	58.00	SF	SFR	
27		7,250.00	58.00	SF	SFR	
28	7,250.00	58.00	SF	SFR		
29	7,250.00	58.00	SF	SFR		
30	7,250.00	58.00	SF	SFR		
31	7,399.16	69.88	SF	SFR		
16	32	7,985.57	62.83	SF	SFR	
	1	7,626.73	55.00	SF	SFR	
	2	7,751.26	55.00	SF	SFR	
	3	7,682.79	55.00	SF	SFR	
	4	7,737.75	55.00	SF	SFR	
	5	7,742.33	55.00	SF	SFR	
17	6	7,712.64	55.00	SF	SFR	
	7	7,749.16	55.00	SF	SFR	
	8	7,693.46	55.00	SF	SFR	
	9	7,763.96	55.00	SF	SFR	
	10	7,731.63	55.00	SF	SFR	
	11	9,197.63	65.76	SF	SFR	
	1	9,900.50	68.24	SF	SFR	
	2	8,194.99	68.67	SF	SFR	
	3	8,213.73	68.67	SF	SFR	
	4	8,371.27	69.88	SF	SFR	
5	8,358.70	69.88	SF	SFR		
6	8,250.72	69.88	SF	SFR		
7	9,498.35	61.76	SF	SFR		
8	10,632.22	68.13	SF	SFR		
9	8,390.50	55.00	SF	SFR		
10	8,406.89	55.00	SF	SFR		
11	8,208.10	55.00	SF	SFR		
12	9,461.38	67.16	SF	SFR		



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

Type of Item: Action Item

Summary: The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular park board meeting on February 6, 2024, the board recommended and unanimously approved a five-year forecaster list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again to City Council.

The five-year park improvement projects list is a planning document. City staff and Parks Board recognize funding may not be available to fund all projects listed.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: N/A

Amount: N/A

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: _____

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Parks CIP FY25 - FY29
-

Recommendation: Move to acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

CITY OF ALVIN
2025 - 2029 CAPITAL IMPROVEMENT PROGRAM
PARKS

SOURCE OF FUNDS	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	Total	2025 - 2029 Allocation
General Project Fund Revenue	\$100,000	\$375,000	\$3,212,376	\$2,530,218	\$1,979,538	\$1,737,255	\$5,902,564	\$15,836,951	\$15,361,951
Certificates of Obligation (CO)			\$3,582,000					\$3,582,000	\$3,582,000
Proposed CO Bonds									
Proposed Rev Bonds									
Issued W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources	\$50,000	\$30,000	\$27,500	\$100,000				\$207,500	\$127,500
TOTAL SOURCES	\$150,000	\$405,000	\$6,821,876	\$2,630,218	\$1,979,538	\$1,737,255	\$5,902,564	\$19,626,451	\$19,071,451

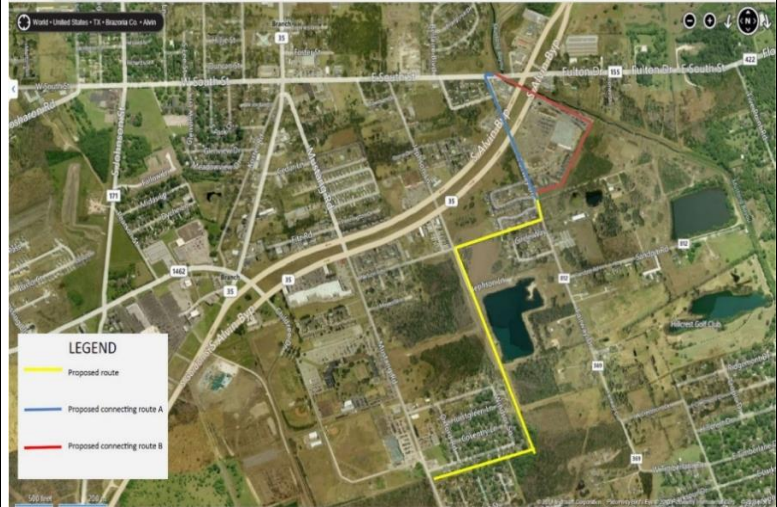
Project No.	Project Name	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	Total	2025 - 2029 Allocation
PA1901	Pearson Park Capital Improvement Rec.		\$25,000	\$607,750	\$272,844	\$193,050	\$286,000	\$228,800	\$1,613,444	\$1,588,444
PA1902	Tom Blakeney Trail Park Capital Imp. Rec.	\$150,000		\$3,940,200					\$4,090,200	\$3,940,200
PA2001	Briscoe Park Capital Improvement Rec.			\$314,600	\$371,114	\$214,500	\$150,150	\$715,000	\$1,765,364	\$1,765,364
PA2002	National Oak Park Capital Improvement Rec.	\$1,800		\$464,750		\$393,250			\$859,800	\$858,000
PA2003	Newman Park Capital Improvement Rec.			\$220,000	\$346,500	\$409,288	\$132,000	\$605,000	\$1,712,788	\$1,712,788
PA2101	Prairie Dog Park Capital Improvement Rec.			\$257,686	\$303,160		\$440,297		\$1,001,143	\$1,001,143
PA2102	Ruben Adame Park Capital Imp. Rec.				\$140,800		\$132,000	\$385,000	\$657,800	\$657,800
PA2103	Talmdge Park Capital Improvement Rec.			\$82,940		\$307,450			\$390,390	\$390,390
PA2201	Hugh Adams Park Capital Improvement Rec.			\$50,050	\$121,000				\$171,050	\$171,050
PA2202	Lions Park Capital Improvement Rec.	\$347,600		\$682,000	\$467,500		\$110,000	\$121,264	\$1,728,364	\$1,380,764
PA2203	Morgan Park Capital Improvement Rec.		\$350,000		\$85,800	\$247,500	\$22,308		\$705,608	\$355,608
PA2204	Lift Station #29			\$5,500	\$70,000				\$75,500	\$75,500
PA2205	3404 Hummingbird			\$5,500	\$70,000				\$75,500	\$75,500
PA2206	1409 Talmdge Drive			\$5,500	\$70,000				\$75,500	\$75,500
PA2207	Mustang Road			\$5,500	\$55,000				\$60,500	\$60,500
PA2208	Adoue Street			\$5,500	\$55,000				\$60,500	\$60,500
PA2301	Sealy Park Capital Improvement Rec.		\$30,000	\$42,900	\$71,500		\$126,500	\$467,500	\$738,400	\$708,400
PA2302	Marina Park Capital Improvement Rec.						\$338,000	\$3,380,000	\$3,718,000	\$3,718,000
PA2303	Bob Owen Municipal Pool Improvement Rec.			\$104,000		\$214,500			\$318,500	\$318,500
TOTAL USES		\$499,400	\$405,000	\$6,794,376	\$2,500,218	\$1,979,538	\$1,737,255	\$5,902,564	\$19,818,351	\$18,913,951

USES	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	Total	2025 - 2029 Allocation
Prelim. Engineering Report								\$0	\$0
Land/Right of Way								\$0	\$0
Design/Surveying	\$162,300	\$10,000	\$627,716	\$223,702	\$522,958	\$127,205	\$567,324	\$2,241,205	\$2,068,905
Construction	\$383,000	\$395,000	\$6,161,160	\$2,212,016	\$1,864,580	\$4,652,050	\$5,673,240	\$21,341,046	\$20,563,046
Equipment and Furniture	\$29,600							\$29,600	\$0
Contingency								\$0	\$0
TOTAL USES	\$574,900	\$405,000	\$6,788,876	\$2,435,718	\$2,387,538	\$4,779,255	\$6,240,564	\$23,611,851	\$22,631,951

Pearson Park Capital Improvement Recommendations

PROJECT NAME - Pearson Park Capital Improvement Recommendations					PROJECT # PA1901					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, replace one wooden picnic pavilion, restoration of West End Concession, mill, overlay and stripe 2 asphalt parking lots, slurry seal and stripe Ryan drive parking. In fiscal year 2026, installation of sixteen bleacher shade coverings & playground cover is recommended. In fiscal year 2027, construct a wooden picnic deck near basketball court, install irrigation on nine athletic playing fields. In fiscal year 2028 replace 6 scoreboards, add 2 new scoreboards. In fiscal year 2029, install basketball court lighting										
PROJECT ORIGIN AND JUSTIFICATION										
FY2025 - The wooden pavilion is showing rot and must be replaced. The west end concession needs exterior painting and trim along with interior work to include plumbing, painting, etc. The asphalt parking lots are in need of overlay due to cracking and sinking of some areas. FY2026 - Bleacher shade would provide relief from the sun to playground users and spectators during softball games. FY2027 - A wooden deck constructed under existing oak trees near the basketball court would offer a shaded area for park users to rest, picnic as well as cover exposed tree roots and dirt, creating a tranquil and usable space. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment. FY2028 - 6 of 8 softball fields have existing scoreboards in need of repair or replacement, remaining 2 fields have no scoreboard. FY2029 - expand opportunity for park use in evening, report of vehicle headlights being used.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$4,000					
PT/FT Staff Total										
					FY PROJECTED ALLOCATIONS					
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$144,404			\$55,250	\$24,804	\$17,550	\$26,000	\$20,800	\$144,404
Construction		\$1,469,040		\$25,000	\$552,500	\$248,040	\$175,500	\$260,000	\$208,000	\$1,469,040
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$1,613,444	\$0	\$25,000	\$607,750	\$272,844	\$193,050	\$286,000	\$228,800	\$1,613,444
					FY PROJECTED FUNDING SOURCES					
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2023	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$1,613,444		\$25,000	\$607,750	\$272,844	\$193,050	\$286,000	\$228,800	\$1,613,444
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$1,613,444	\$0	\$25,000	\$607,750	\$272,844	\$193,050	\$286,000	\$228,800	\$1,613,444
Explain & Identify Type of Other Sources:										
					Project Manager: Parks and Recreation Director					

Tom Blakeney Jr. Trail Park Capital Improvement Recommendations

PROJECT NAME - Tom Blakeney Jr. Trail Park Capital Improvement Recommendations					PROJECT # PA1902					
PROJECT DESCRIPTION					PROJECT IMAGE					
FY2025 is recommended to bid and construct the approximately 1.5 mile portion of Phase III Hike and Bike Trail from Nelson Road at Fairway Drive to Alvin Community College.					TOM BLAKENEY JR. TRAIL PROPOSED PHASE III 					
PROJECT ORIGIN AND JUSTIFICATION										
Phase III of the hike and bike trail is planned to extend from South Street to Alvin Community College. This route was designed by a steering committee, approved by the Parks and Recreation Board and ultimately adopted by City Council as part of the 2035 Comprehensive Plan (Goal 4.3, Obj. 4.3.1, pg. 4-21) Phase III is emphasized in the 2017 Parks and Recreation Master Plan (Goal 2.0, obj. 2.1, Strategy 2.1.1, pg. 3.22). FY2019 - \$100,000 was budgeted to provide preliminary design & opinion of probable construction costs. Due to uncertainty of Grand Parkway, staff was directed to focus on design of trail section from Nelson Road to ACC. FY2022 - \$50,000 was budgeted to finalize planset for bidding (Nelson Road @ Fairway Drive to Alvin Community College) & provide bidding assistance, construction management assistance is recommended during the project.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance		\$10,000								
Utilities										
Total Operating Costs	\$0	\$10,000	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$508,200	\$150,000		\$358,200	\$0	\$0	\$0	\$0	\$508,200
Construction		\$3,582,000			\$3,582,000					\$3,582,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$4,090,200	\$150,000	\$0	\$3,940,200	\$0	\$0	\$0	\$0	\$4,090,200
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund		\$458,200	\$100,000		\$358,200					\$458,200
Certificates of Obligation (CO)		\$3,582,000			\$3,582,000					\$3,582,000
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$50,000	\$50,000							\$50,000
TOTAL SOURCES	\$0	\$4,090,200	\$150,000	\$0	\$3,940,200	\$0	\$0	\$0	\$0	\$4,090,200
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

Briscoe Park Capital Improvement Recommendations

PROJECT NAME Briscoe Park Capital Improvement Recommendations					PROJECT # PA2001					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, repair asphalt subbase by saw cutting affected areas, slurry seal cap & re-stripe. Install approximately 750 linear feet of sidewalk along NW side of parking lot and connect press box. In fiscal year 2026, install curb and gutter, design & construct fishing pier @ the retention pond. In fiscal year 2027 install five new shade covers. In fiscal year 2028, installation of solar lighting for the dog park. In fiscal year 2029, installation of two concrete parking lots (Northeast & Southwest), upgrade to larger wastewater station.										
PROJECT ORIGIN AND JUSTIFICATION										
FY2025 - The asphalt parking lot has ruts and low spots which continue to hold water after rain events, indicating failure of the sub-base material. Gutters will help prevent water pooling along side the pavilion creating a muddy mess and being wind driven onto the basketball court. FY2026 – curb & gutter at entrance of asphalt parking lot would create a barrier keeping traffic on roadway. Fishing pier would promote fresh-water fishing as the pond is registered with the Texas Parks & Wildlife. FY 2027 – provide three covers for bleachers & two for the dog park. FY 2028 – provide nighttime use of the dog park. FY2029 – relieve congestion during sporting events, provide separate more accessible parking at the disc golf course.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance		\$10,000								
Utilities										
Total Operating Costs	\$0	\$10,000	\$0	\$0	\$0					
PT/FT Staff Total										
PROJECT COSTS ALLOCATION					FY PROJECTED ALLOCATIONS					
	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$160,488			\$28,600	\$33,738	\$19,500	\$13,650	\$65,000	\$160,488
Construction		\$1,604,876			\$286,000	\$337,376	\$195,000	\$136,500	\$650,000	\$1,604,876
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$1,765,364	\$0	\$0	\$314,600	\$371,114	\$214,500	\$150,150	\$715,000	\$1,765,364
FUNDING SOURCES					FY PROJECTED FUNDING SOURCES					
	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$1,765,364			\$314,600	\$371,114	\$214,500	\$150,150	\$715,000	\$1,765,364
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$100,000				\$100,000				\$100,000
TOTAL SOURCES	\$0	\$1,865,364	\$0	\$0	\$314,600	\$471,114	\$214,500	\$150,150	\$715,000	\$1,865,364
Explain & Identify Type of Other Sources: Park Dedication Funds					Project Manager: Parks and Recreation Director					

National Oak Park Capital Improvement Recommendations

PROJECT NAME - National Oak Park Capital Improvement Recommendations						PROJECT # PA2002				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2025 remove existing playground, install new playground near swing set, construction of a congregation/picnic area near skatepark is recommended, install approx. 200 linear feet of gutters on Rotary Pavilion. In fiscal year 2027, installation of parking lot lights for the Sidnor Street parking lot (near bridge) and lighting of skatepark is recommended. *recommended site for KaBOOM! Grant										
PROJECT ORIGIN AND JUSTIFICATION										
FY 2025 - Currently, the playground is located in close proximity to the skatepark. With the greater volume of skatepark participants, a larger area is needed so skate park users can rest and socialize. Removing the playground and installing a new playground closer to the existing swing set will consolidate playspaces into a single area which will allow for improved park usage, gutters on pavilion will control water run off. FY 2027 - The parking lot lights would improve visibility of the parking lot and provide added security lighting because the lot is located at the dead-end of Sidnor and is regularly used by community members to quickly access the Nature Observation Area or pedestrian bridge on the hike and bike trail. Lighting of the skatepark will provide extended user.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance	\$3,000		\$3,000							
Utilities	\$1,000		\$1,000							
Total Operating Costs	\$4,000	\$0	\$4,000	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$79,800	\$1,800		\$42,250	\$0	\$35,750	\$0	\$0	\$79,800
Construction		\$780,000			\$422,500		\$357,500			\$780,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$859,800	\$1,800	\$0	\$464,750	\$0	\$393,250	\$0	\$0	\$859,800
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$858,000			\$464,750	\$0	\$393,250	\$0	\$0	\$858,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$858,000	\$0	\$0	\$464,750	\$0	\$393,250	\$0	\$0	\$858,000
¹Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Newman Park Capital Improvement Recommendations

PROJECT NAME - Newman Park Capital Improvement Recommendations						PROJECT # PA2003				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2025, replacement of two existing wooden pavilions. 2026 - replace two swing sets with all inclusive design amenity, include accessible pathway connecting all amenities and extend concrete walking path to encircle the perimeter of the park. In fiscal year 2027, add lighting to basketball court. In fiscal year 2028, shade cover over basketball court is recommended. In fiscal year 2029, recommend to construct permanent restrooms, expand existing parking lot.										
PROJECT ORIGIN AND JUSTIFICATION										
The existing wooden pavilions are over twenty years old, showing deterioration and need to be replaced using park standards (pg. E.12). Basketball court is highly used, spectators and players need relief and protection from sun. Extending the concrete walking path has been requested by residents. Walking/Biking trails were also identified as a need in the Parks and Recreation Master Plan. Installation of lighting would provide an opportunity for community members to utilize the park in the evenings. Additional parking and onsite restrooms are needed.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance					\$10,000					
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$10,000					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$155,708			\$20,000	\$31,500	\$37,208	\$12,000	\$55,000	\$155,708
Construction		\$1,557,080			\$200,000	\$315,000	\$372,080	\$120,000	\$550,000	\$1,557,080
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$1,712,788	\$0	\$0	\$220,000	\$346,500	\$409,288	\$132,000	\$605,000	\$1,712,788
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$1,712,788			\$220,000	\$346,500	\$409,288	\$132,000	\$605,000	\$1,712,788
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$1,712,788	\$0	\$0	\$220,000	\$346,500	\$409,288	\$132,000	\$605,000	\$1,712,788
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Prairie Dog Park Capital Improvement Recommendations

PROJECT NAME - Prairie Dog Park Capital Improvement Recommendations					PROJECT # PA2101					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, expansion of Prairie Dog Park is recommended through acquisition of the EMS lot coupled with re-design of the park footprint. In fiscal year 2026, recommend installation of an outdoor exercise area and concrete pathway to join all park amenities. In fiscal year 2028, construction of a splash pad and park lighting is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
With the relocation of the EMS department, removal of the wooden privacy fence along with the building itself would allow for expansion and significant visibility of the park from the surrounding area. Parking and progressive park amenities such as an outdoor exercise area and splash pad can create unique attractions within this park (Parks Master Plan Strategy 3.2.2, pg. 3.29 & Survey Table pg. 3.15). Park lighting will be necessary to allow park users to utilize the park in the evening especially during the winter months (Parks Master Plan Objective 2.3, page 3.26).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance				15,750.00						
Utilities				2,000.00						
Total Operating Costs	\$0	\$0	\$0	\$17,750	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$91,013			\$23,426	\$27,560	\$0	\$40,027	\$0	\$91,013
Construction		\$910,130			\$234,260	\$275,600		\$400,270		\$910,130
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$1,001,143	\$0	\$0	\$257,686	\$303,160	\$0	\$440,297	\$0	\$1,001,143
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$1,001,143			\$257,686	\$303,160	\$0	\$440,297	\$0	\$1,001,143
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$1,001,143	\$0	\$0	\$257,686	\$303,160	\$0	\$440,297	\$0	\$1,001,143
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

Ruben Adame Park Capital Improvement Recommendations

PROJECT NAME - Ruben Adame Park Capital Improvement Recommendations						PROJECT # PA2102				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2026, install lightng for the basketball court, playground and backstop area, purchase and install new swing set with parent child swing(s) or other unique feature. In fiscal year 2028, install shade canopy over the basketball court. In fiscal year 2028, construct permanent restrooms.										
PROJECT ORIGIN AND JUSTIFICATION										
Illumination of the basketball court, playground and backstop area is recommended to allow use of these amenities in the evening hours, especially during the winter months (Parks Master Plan Obj. 2.3, page 3.26) A shade canopy over the basketball court would provide users protection from the sun, cooler playing conditions and attract more users (Parks Master Plan Strategy 3.2.2, page 3.29).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance		5,000.00			5,000.00					
Utilities		3,500.00			3,500.00					
Total Operating Costs	\$0	\$8,500	\$0	\$0	\$8,500					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$59,800			\$0	\$12,800	\$0	\$12,000	\$35,000	\$59,800
Construction		\$598,000				\$128,000		\$120,000	\$350,000	\$598,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$657,800	\$0	\$0	\$0	\$140,800	\$0	\$132,000	\$385,000	\$657,800
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$657,800			\$0	\$140,800	\$0	\$132,000	\$385,000	\$657,800
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$657,800	\$0	\$0	\$0	\$140,800	\$0	\$132,000	\$385,000	\$657,800
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Talmadge Park Capital Improvement Recommendations

PROJECT NAME - Talmadge Park Capital Improvement Recommendations					PROJECT # PA2103					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, construction of a concrete pathway connecting park amenities and parking lot is recommended. In fiscal year 2027 construction of a full court concrete basketball court, lighting and electrical outlets at the pavilion and installation of a unique play structure is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
Construction of a full court concrete basketball court and addition of a unique playscape combined along with installation of lights and electrical outlets on the existing pavilion would provide an attractive feature for park users. Construction of a concrete pathway connecting the parking lot and all amenities would assist with accessibility within the park.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance			5,000.00							
Utilities			3,500.00							
Total Operating Costs	\$0	\$0	\$8,500	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$35,490			\$7,540	\$0	\$27,950	\$0	\$0	\$35,490
Construction		\$354,900			\$75,400		\$279,500			\$354,900
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$390,390	\$0	\$0	\$82,940	\$0	\$307,450	\$0	\$0	\$390,390
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$390,390			\$82,940	\$0	\$307,450	\$0	\$0	\$390,390
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$390,390	\$0	\$0	\$82,940	\$0	\$307,450	\$0	\$0	\$390,390
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

Hugh Adams Park Capital Improvement Recommendations

PROJECT NAME - Hugh Adams Park Capital Improvement Recommendations					PROJECT # PA2201					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, replacement of tube slide. In fiscal year 2026, installation of park lighting.										
PROJECT ORIGIN AND JUSTIFICATION										
The tube slide is no longer manufactured, replacing this amenity will re-vitalize the play space. Lighting will provide extended use into the evening and winter months. <i>*This park is located on leased property from Alvin Community College, all improvements must first be approved by the ACC Board of Regents per the lease agreement. Sec. 4-a. Exp. 9/27/2027</i>										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☒ No ☐ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance		5,000.00								
Utilities		3,500.00								
Total Operating Costs	\$0	\$8,500	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$15,550			\$4,550	\$11,000	\$0	\$0	\$0	\$15,550
Construction		\$155,500			\$45,500	\$110,000				\$155,500
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$171,050	\$0	\$0	\$50,050	\$121,000	\$0	\$0		\$171,050
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$171,050			\$50,050	\$121,000	\$0	\$0	\$0	\$171,050
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
Proposed Rev Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$171,050	\$0	\$0	\$50,050	\$121,000	\$0	\$0	\$0	\$171,050
¹ Explain & Identify Type of Other Sources: Park Dedication Fund, General Fund					Project Manager: Parks and Recreation Director					

Lions Park Capital Improvement Recommendations

PROJECT NAME - Lions Park Capital Improvement Recommendations						PROJECT # PA2202					
PROJECT DESCRIPTION In fiscal year 2025, install concrete pad w/ inground tables behind Field #7 w/ concrete path connecting storage building and add athletic field lighting on remaining two athletic playing fields (jr T-Ball field not needed). In fiscal year 2026, remove and replace approximately 2,500 LF x 6' W of asphalt walking path with concrete and install fourteen new bleacher shade covers. In fiscal year 2028, installation of one large (>701 sq ft) picnic pavilion to include four picnic tables, five smaller picnic pavilions with ten total picnic tables, playground designed for 2-12 year old children with age recommendation and safety rules sign and an irrigation system for all seven athletic playing fields. In fiscal year 2029, install 3 new scoreboards.						PROJECT IMAGE 					
PROJECT ORIGIN AND JUSTIFICATION The existing asphalt track is in need of repair/refinishing/replacement. The bleacher shade covers will provide relief from the direct sun to everyone attending/watching games at all seven athletic fields. The current dug out roofs are built with corrugated tin aluminum and will need replacement with heavier gauge aluminum, preferably having a sun reflective finish to maintain cool temperatures within the dug out (refer to Park Standards Manual). Picnic pavilions with tables are needed because none exist currently and there is a need for relief from the sun to sit, eat and relax during breaks from baseball games. A playground is needed to provide a recreational outlet to park visitors, nothing currently exists. Increased participation with ALLB has created an increased demand for lighted athletic playing fields. Concrete food court with tables and connection to storage building is needed.											
INCREMENTAL OPERATING AND MAINTENANCE COSTS											
Impact on operating budget ☐ No ☒ Yes (See Below)											
Fiscal Year	2025	2026	2027	2028	2029						
Operating Costs											
Personnel											
Operating & Maintenance				\$11,500							
Utilities											
Total Operating Costs	\$0	\$0	\$0	\$11,500	\$0						
PT/FT Staff Total											
FY PROJECTED ALLOCATIONS											
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
Prelim. Engineering Report		\$0									
Land/Right of Way		\$0									
Design/Surveying		\$125,524			\$62,000	\$42,500	\$0	\$10,000	\$11,024	\$125,524	
Construction		\$1,573,240	\$318,000		\$620,000	\$425,000		\$100,000	\$110,240	\$1,573,240	
Equipment and Furniture		\$29,600	\$29,600							\$29,600	
Contingency		\$0									
TOTAL COSTS	\$0	\$1,728,364	\$347,600	\$0	\$682,000	\$467,500	\$0	\$110,000	\$121,264	\$1,728,364	
FY PROJECTED FUNDING SOURCES											
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
General Project Fund Revenue		\$1,380,764			\$682,000	\$467,500	\$0	\$110,000	\$121,264	\$1,380,764	
Certificates of Obligation (CO)		\$0									
General Obligation Bonds (GO)		\$0									
Proposed CO Bonds		\$0									
New/Proposed GO Bonds		\$0									
Issued W/S Revenue Bonds		\$0									
W/S Project Fund Revenue		\$0									
Impact Fees		\$0									
Sales Taxes		\$0									
Other Funding Sources ¹ -		\$0									
TOTAL SOURCES	\$0	\$1,380,764	\$0	\$0	\$682,000	\$467,500	\$0	\$110,000	\$121,264	\$1,380,764	
¹ Explain & Identify Type of Other Sources: Park Dedication Funds and/or General Project Funds						Project Manager: Parks and Recreation Director					

Morgan Park

PROJECT NAME - Morgan Park						PROJECT # PA2203				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal Year 2026, purchase and installation of four bleacher shade covers are recommended. In fiscal year 2027, construct large pavilion (>701 sq ft) with available water and electrical. In fiscal year 2028, installation of irrigation for the two athletic fields is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
Bleacher shade would provide relief from the sun to spectators during athletic games. Addition of a pavilion would allow space for community gatherings and a rentable amenity. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment. *Morgan Park was developed over a closed municipal landfill, TCEQ approval is required for new construction.										
☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance				5,000.00	\$5,000					
Utilities				3,500.00	\$2,000					
Total Operating Costs	\$0	\$0	\$0	\$8,500	\$7,000					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$42,328		\$10,000	\$0	\$7,800	\$22,500	\$2,028	\$0	\$42,328
Construction		\$663,280		\$340,000		\$78,000	\$225,000	\$20,280		\$663,280
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS		\$705,608	\$0	\$350,000	\$0	\$85,800	\$247,500	\$22,308	\$0	\$705,608
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$705,608		\$350,000	\$0	\$85,800	\$247,500	\$22,308	\$0	\$705,608
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$705,608	\$0	\$350,000	\$0	\$85,800	\$247,500	\$22,308	\$0	\$705,608
¹Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Lift Station #29 Capital Improvement Recommendations

PROJECT NAME - Calloway Street Lot Capital Improvement Recommendations					PROJECT # PA2204					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, dedicate approximately .5 acres as parkland, begin design of "mini park", including park name, amenities and layout. In fiscal year 2026, construct "mini park".										
PROJECT ORIGIN AND JUSTIFICATION										
Dedication and development of this .5 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25-.5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). This mini park would benefit the surrounding neighborhood as well serve students from Alvin Jr. High.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance		\$5,000								
Utilities										
Total Operating Costs	\$0	\$5,000	\$0	\$0	\$0					
PT/FT Staff Total										
PROJECT COSTS ALLOCATION		TOTAL BUDGET	FY PROJECTED ALLOCATIONS							
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500
Construction		\$65,000				\$65,000				\$65,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$75,500	\$0	\$0	\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
FUNDING SOURCES		TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$75,500			\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500
TOTAL SOURCES	\$0	\$81,000	\$0	\$0	\$11,000	\$70,000	\$0	\$0	\$0	\$81,000
Explain & Identify Type of Other Sources: Park Dedication Fund					Project Manager: Parks and Recreation Director					

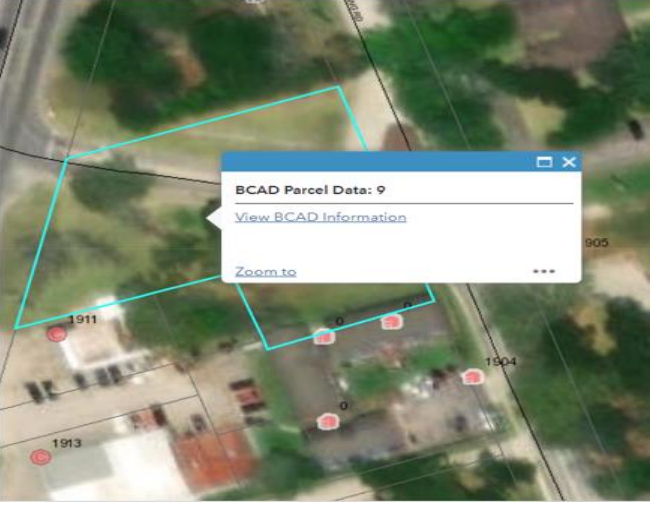
3404 Hummingbird Lot Capital Improvement Recommendations

PROJECT NAME - 3404 Hummingbird Lot Capital Improvement Recommendations					PROJECT # PA2205					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025,dedicate approximately .74 acres as parkland, begin design of "mini park", including park name, amenities and layout. In fiscal year 2026, construct "mini park".										
PROJECT ORIGIN AND JUSTIFICATION										
Dedication and development of this .74 acre site is supported within the Parks Master Plan (Park Classificatoin Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25-.55 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500
Construction		\$65,000				\$65,000				\$65,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$75,500	\$0	\$0	\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$75,500			\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500
TOTAL SOURCES	\$0	\$81,000	\$0	\$0	\$11,000	\$70,000	\$0	\$0	\$0	\$81,000
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

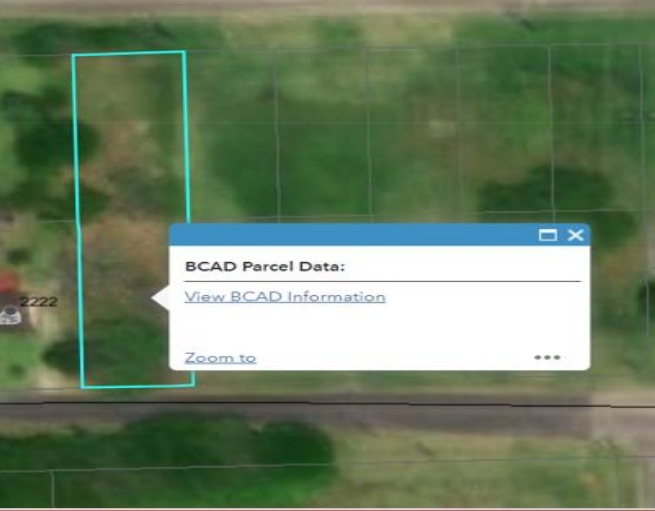
1409 Talmadge Street Lot Capital Improvement Recommendations

PROJECT NAME - 1409 Talmadge Street Lot Capital Improvement Recommendations					PROJECT # PA2206					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025,dedicate approximately .14 acres as parkland, begin design of "mini park", including name, amenities and layout. In fiscal year 2026, construct "mini park".										
PROJECT ORIGIN AND JUSTIFICATION										
Dedication and development of this .74 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25 - .5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500
Construction		\$65,000				\$65,000				\$65,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$75,500	\$0	\$0	\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$75,500			\$5,500	\$70,000	\$0	\$0	\$0	\$75,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500
TOTAL SOURCES	\$0	\$81,000	\$0	\$0	\$11,000	\$70,000	\$0	\$0	\$0	\$81,000
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					
Park Dedication Fund										

Mustang Road at S. Gordon Street

PROJECT NAME - Mustang Road Right of Way Capital Improvement Recommendations						PROJECT # PA2206					
PROJECT DESCRIPTION						PROJECT IMAGE					
In fiscal year 2025,dedicate approximately .14 acres as parkland, begin design of "mini park", including name, amenities and layout. In fiscal year 2026, construct "mini park".											
PROJECT ORIGIN AND JUSTIFICATION											
Dedication and development of this .14 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25 - .5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).											
INCREMENTAL OPERATING AND MAINTENANCE COSTS											
Impact on operating budget ☐ No ☒ Yes (See Below)											
Fiscal Year	2025	2026	2027	2028	2029						
Operating Costs											
Personnel											
Operating & Maintenance											
Utilities											
Total Operating Costs	\$0	\$0	\$0	\$0	\$0						
PT/FT Staff Total											
						FY PROJECTED ALLOCATIONS					
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
Prelim. Engineering Report		\$0									
Land/Right of Way		\$0									
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500	
Construction		\$65,000				\$65,000				\$65,000	
Equipment and Furniture		\$0									
Contingency		\$0									
TOTAL COSTS	\$0	\$75,500	\$0	\$0	\$5,500	\$70,000	\$0	\$0	\$0	\$75,500	
						FY PROJECTED FUNDING SOURCES					
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
General Project Fund Revenue		\$75,500			\$5,500	\$70,000	\$0	\$0	\$0	\$75,500	
Certificates of Obligation (CO)		\$0									
General Obligation Bonds (GO)		\$0									
Proposed CO Bonds		\$0									
New/Proposed GO Bonds		\$0									
Issued W/S Revenue Bonds		\$0									
W/S Project Fund Revenue		\$0									
Impact Fees		\$0									
Sales Taxes		\$0									
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500	
TOTAL SOURCES	\$0	\$81,000	\$0	\$0	\$11,000	\$70,000	\$0	\$0	\$0	\$81,000	
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director					
Park Dedication Fund											

Adoue Street

PROJECT NAME - Adoue Street Lot Capital Improvement Recommendations						PROJECT # PA2206					
PROJECT DESCRIPTION						PROJECT IMAGE					
In fiscal year 2025,dedicate approximately .14 acres as parkland, begin design of "mini park", including name, amenities and layout. In fiscal year 2026, construct "mini park".											
PROJECT ORIGIN AND JUSTIFICATION											
Dedication and development of this .14 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25 - .5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).											
INCREMENTAL OPERATING AND MAINTENANCE COSTS											
Impact on operating budget ☐ No ☒ Yes (See Below)											
Fiscal Year	2025	2026	2027	2028	2029						
Operating Costs											
Personnel											
Operating & Maintenance											
Utilities											
Total Operating Costs	\$0	\$0	\$0	\$0	\$0						
PT/FT Staff Total											
FY PROJECTED ALLOCATIONS											
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
Prelim. Engineering Report		\$0									
Land/Right of Way		\$0									
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500	
Construction		\$65,000				\$65,000				\$65,000	
Equipment and Furniture		\$0									
Contingency		\$0									
TOTAL COSTS	\$0	\$75,500	\$0	\$0	\$5,500	\$70,000	\$0	\$0	\$0	\$75,500	
FY PROJECTED FUNDING SOURCES											
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL	
General Project Fund Revenue		\$75,500			\$5,500	\$70,000	\$0	\$0	\$0	\$75,500	
Certificates of Obligation (CO)		\$0									
General Obligation Bonds (GO)		\$0									
Proposed CO Bonds		\$0									
New/Proposed GO Bonds		\$0									
Issued W/S Revenue Bonds		\$0									
W/S Project Fund Revenue		\$0									
Impact Fees		\$0									
Sales Taxes		\$0									
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500	
TOTAL SOURCES	\$0	\$81,000	\$0	\$0	\$11,000	\$70,000	\$0	\$0	\$0	\$81,000	
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director					
Park Dedication Fund											

Sealy Park Capital Improvement Recommendations

PROJECT NAME - Sealy Park Capital Improvement Recommendations					PROJECT # PA2301					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2025, replace one multi-bay swing set. In fiscal year 2026, construct new small hexagonal pavilion (<701 sq. ft). In fiscal year 2028, construction of full court basketball court with lighting. In fiscal year 2029, construct permanent restrooms.										
PROJECT ORIGIN AND JUSTIFICATION										
Current swing set frame is over 25 years old, showing wear and tear in addition to being re-painted numerous times. Permanent Restrooms were also requested by park users as this park features tremendous shade and thus is an ideal area to host birthday and family gatherings. Without onsite restrooms, guests are often forced to leave to seek an available restroom. An onsite restroom and small pavilion could be offered as a fee based amenity in addition to providing enhanced user experience. Park users have suggested expanding the existing court to a full court.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance				\$5,000	5,000.00					
Utilities				\$2,000	2,000.00					
Total Operating Costs	\$0	\$0	\$0	\$7,000	\$7,000					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$64,400			\$3,900	\$6,500	\$0	\$11,500	\$42,500	\$64,400
Construction		\$674,000		\$30,000	\$39,000	\$65,000		\$115,000	\$425,000	\$674,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$738,400	\$0	\$30,000	\$42,900	\$71,500	\$0	\$126,500	\$467,500	\$738,400
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$708,400			\$42,900	\$71,500	\$0	\$126,500	\$467,500	\$708,400
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$30,000		\$30,000						\$30,000
TOTAL SOURCES	\$0	\$738,400	\$0	\$30,000	\$42,900	\$71,500	\$0	\$126,500	\$467,500	\$738,400
¹Explain & Identify Type of Other Sources:					General Projects Fund and/or Park Dedication Fund					
					Project Manager: Parks and Recreation Director					

Marina Park

PROJECT NAME - Marina Park						PROJECT # PA2302				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2028, preliminary engineering/design for a parking lot, trail and pedestrian bridge connection to downtown and existing hike and bike trail destinations. In fiscal year 2029, construction of parking lot, trail with pedestrian bridge and lighting throughout.										
PROJECT ORIGIN AND JUSTIFICATION										
In FY 2018 the City acquired ownership of the 5.2 acre undeveloped land, by conveyance, from Brazoria County. The property is seated perfectly as a scenic pedestrian & pedicyclist thoroughfare from Highway 6 and the surrounding residential neighborhood to the existing hike and bike trail and downtown destinations. (Parks Master Plan, Obj. 1.2, Strategy 1.2.1, pg. 4.7)										
☒ No ☐ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$338,000						\$338,000		\$338,000
Construction		\$3,380,000							\$3,380,000	\$3,380,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$3,718,000	\$0	\$0	\$0	\$0	\$0	\$338,000	\$3,380,000	\$3,718,000
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$3,718,000			\$0	\$0	\$0	\$338,000	\$3,380,000	\$3,718,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$3,718,000	\$0	\$0	\$0	\$0	\$0	\$338,000	\$3,380,000	\$3,718,000
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Bob Owen Municipal Pool

PROJECT NAME - Bob Owen Municipal Pool						PROJECT # PA2303				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2025, replacement of the existing cyclone fence is recommended. In fiscal year 2027, construct new cabanas / shade structures on pool deck.										
PROJECT ORIGIN AND JUSTIFICATION										
The replacement fence should be AmeriStar Montage Commercial Invisible Style, or equivalent, powder coated steel fence with curved picket used to prevent a breach while providing a traditional decorative fence appearance. Cabanas could be a fee based amenity as well as enhance the user experience. The existing fence is showing wear and tear and is unattractive.										
☒ No ☐ Yes (See Below)										
Fiscal Year	2025	2026	2027	2028	2029					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$19,500					\$19,500			\$19,500
Construction		\$299,000			\$104,000		\$195,000			\$299,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$318,500	\$0	\$0	\$104,000	\$0	\$214,500	\$0	\$0	\$318,500
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2024	2025	2026	2027	2028	2029	PROJECT TOTAL
General Project Fund Revenue		\$318,500			\$104,000	\$0	\$214,500	\$0	\$0	\$318,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$318,500	\$0	\$0	\$104,000	\$0	\$214,500	\$0	\$0	\$318,500
¹ Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services, Junru Roland, City Manager

Agenda Item: Consider an Agreement for Use of Public Water System Identification Number with W Land Development; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Action Item

Summary: A public water system (PWS) is a system that supplies water to be used for human consumption and includes any collection, treatment, storage, and distribution facilities as well as any collection of pre-treatment storage facilities. PWS's are assigned an identification number (ID) to identify each water system that provides potable water and to reference correspondence and documentation.

Texas Commission on Environmental Quality (TCEQ) requires a PWS ID to be included with any construction plans submitted to TCEQ by or on behalf of a public entity (municipality, county, special district etc.). W Land Development Management LLC, developer of Preservation Creek (PC) (the 2,900 acre master planned community) is requesting approval of an agreement with the City that would allow the developer to use the City's PWS ID on behalf of the future Preservation Creek Municipal Utility District Number 1 (PCMUD) for TCEQ's review and approval of the PC MUD's public water system engineered plans. Currently, the developer is in the process of creating PCMUD that will provide water and wastewater services to serve the future residents in Preservation Creek. However, until PCMUD is created, PCMUD will not be able to obtain its own PWS ID. As a result, the developer is requesting to temporarily use the City's PWS ID in order to continue to submit plans to TCEQ for approval while PCMUD is being created.

Lisa Clark, Senior Vice President of W Land Development, has apprised staff that if City Council does not approve the PWS ID Agreement, the Preservation Creek development could "come to a halt" until PC MUD is created, which could take up to six months.

Terms of the proposed PWS ID Agreement include but are not limited to:

- The City will not incur or pay any costs associated with the developer's submission and approval of plans to TCEQ using the City's PWS ID
 - Once PCMUD is created, the developer will transfer any plans submitted by the City's PWS ID over to PCMUD's PWS ID
 - Before the public water system goes online, the developer will transfer any plans submitted by the City's PWS ID over to PCMUD's PWS ID
-

The City's Public Works Director has reviewed and staff recommends approval of the Agreement.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/4/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: _____

Supporting documents attached:

1. Agreement for Use of Public Water System ID
-

Recommendation: Move to approve an Agreement for Use of Public Water System Identification Number with W Land Development; and authorize the Mayor to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

**AGREEMENT FOR USE OF
PUBLIC WATER SYSTEM IDENTIFICATION NUMBER**

THIS AGREEMENT FOR USE OF PUBLIC WATER SYSTEM IDENTIFICATION NUMBER ("Agreement") is made and entered into as of _____, 2024, by and between the **CITY OF ALVIN, TEXAS**, a home rule municipality located in the county of Brazoria, Texas (the "City"), and **W LAND DEVELOPMENT MANAGEMENT LLC**, a Texas limited liability partnership and the development manager of the Property for WB West Alvin Land LLC and its successors and assigns (the "Developer"), represented herein by its undersigned, duly authorized general partner.

RECITALS

WHEREAS, the Developer owns the approximately 2,900-acre tract depicted on the **Exhibit A** attached hereto and made apart hereof (the "Property"); and

WHEREAS, the Developer and the City entered into that certain development agreement dated June 15, 2023 (the "Development Agreement") whereby the parties agreed to the terms and conditions upon which the Property and West Alvin (as defined in the Development Agreement) will be developed; and

WHEREAS, Developer is currently in the process of creating a municipal utility district over the boundaries of the Property (the "District") that will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, pursuant to Sub-section 4.3(a) of the Development Agreement, water and wastewater services may be provided by the District to serve customers on the Property; and

WHEREAS, pursuant to Sub-section 4.3(b) of the Development Agreement, the District will be responsible for owning, operating, and maintaining the water and sewer plants constructed to serve customers on the Property; and

WHEREAS, the Developer desires to submit plans for a water supply system and wastewater treatment collection system to serve the customers on the Property (the "System Plans"), as more particularly described in **Exhibit B** attached hereto and incorporated for all purposes, for review and approval to the Texas Commission on Environmental Quality ("TCEQ") on behalf of the District; and

WHEREAS, pursuant to 30 Texas Administrative Code Chapter 290, Subchapter D, the TCEQ requires a public water system identification number (a "PWS ID") to be

included with any plans submitted by or on behalf of public entities for review and approval, such as the District; and

WHEREAS, the District is in the process of being created and is currently unable to obtain its own PWS ID for submission of the System Plans; and

WHEREAS, the City has agreed to allow submission of the System Plans using the City's PWS ID, pursuant to the terms and conditions specified in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. City PWS ID. The City hereby agrees to allow its PWS ID to be used in the submission of the System Plans for review and approval by the TCEQ, and for no other purpose. The Developer represents and warrants that it will not use the City's PWS ID except for the express purpose provided herein. The Developer agrees to pay all costs, including, but not limited to, legal, administrative, regulatory, and engineering fees, related to the TCEQ's review and approval of the System Plans that arise directly from the use of the City's PWS ID.

2. Term. The term of this Agreement shall commence on the date first above written and shall continue until: (i) the date upon which all System Plans have been reviewed by, and receive final approval from, the TCEQ; or (ii) the date upon which the District is able to submit its own water and/or wastewater system plans to the TCEQ for review and approval using its own PWS ID, whichever is earlier.

3. Actions. The City covenants to the Developer and agrees that upon submission of the System Plans by the Developer, the City will use its best efforts to the extent permitted by law to take such actions as may be required and necessary to support the Developer in the pursuit of obtaining review and approval of the System Plans; provided, however, that the City shall neither incur nor pay any costs related to such actions. Once the District is able to submit its own water and/or wastewater system plans for review and approval using the District's own PWS ID, and/or prior to the District's water/wastewater facilities being placed into service or going online, the Developer will take reasonable efforts to cause the District to transfer any System Plans submitted with the City's PWS ID over to the District's PWS ID.

4. Powers.

(a) The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Developer hereby represents and warrants to the City that the Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Developer. Concurrently with the Developer's execution of this Agreement, the Developer has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of the Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, and is enforceable in accordance with its terms and provisions.

5. Authorized parties. Whenever, under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Manager or his designee and for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

6. Cooperation. The parties agree that they will cooperate and comply with all applicable statutes and regulations of the United States and the State of Texas, as well as any rules implementing such statutes or regulations. If a request by a state or federal agency applying any such rule requires the parties to amend this Agreement, the parties agree to work in good faith to perform any such required amendment.

7. Time of the essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

8. Default. A party shall be deemed in default under this Agreement (which

shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement. Before any failure of any party to perform its obligations under this Agreement shall be deemed a breach of this Agreement, the party claiming such failure shall notify, in writing, the Party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

9. Personal liability of public officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

10. Liability of the Developer, its successors and assignees. Any obligation or liability of the Developer whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Developer pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Developer only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any partners, officers, employees, shareholders or agents of the Developer, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

11. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:	City Manager City of Alvin 216 W. Sealy St. Alvin, Texas 77511 RE: REINVESTMENT ZONE NUMBER ONE
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with a copy to:	City Attorney City of Alvin 216 W. Sealy St. Alvin, Texas 77511
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If to the Developer:	W Land Development Management LLC 11740 Katy Freeway #1400 Houston, Texas 77079
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Attn: Lisa M. Clark
lisac@wlanddevelopment.com*

with a copy to:

Angela Lutz
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Ste. 2600
Houston, Texas 77027
alutz@abhr.com*

*Email addresses are included for convenience; email does not constitute official notice.

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Developer, as the case may be.

12. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Developer. No course of dealing on the part of the City or the Developer nor any failure or delay by the City or the Developer with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

13. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

14. Successors and assigns. No party to this Agreement shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other party, except that the Developer may assign its rights and responsibilities hereunder to any entity to which substantially all of its assets and its rights to proceed with development of the property within the Reinvestment Zone are transferred. In connection with an assignment by the Developer of its development rights and obligations under this section, the Developer may file a memorandum of this Agreement in the official real property records of the applicable county to evidence the rights and obligations of such assignee and its successors hereunder.

15. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

16. Applicable law. This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Brazoria County, Texas, or the United States District Court for the Southern District of Texas.

17. Entire agreement. This written Agreement, together with the exhibits attached hereto, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

18. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

20. Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

CITY OF ALVIN, TEXAS, a home rule municipality

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

COUNTERSIGNED:

City Manager
Date Countersigned: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

DEVELOPER:

W LAND DEVELOPMENT MANAGEMENT
LLC

By: _____

Name: _____

Title: _____

Exhibits

- A - Map of Property
- B - Description of System Plans



AGENDA COMMENTARY

Meeting Date: 3/7/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider a Memorandum of Understanding between the Community Health Network and the City of Alvin, to provide for a Qualified Mental Health Professional to work in conjunction with the Community Health Network and the City; and authorize the Mayor to sign the Memorandum of Understanding upon legal review.

Type of Item: Contract/Agreement

Summary: In August 2023, Community Health Network (CHN) announced that they were expanding services in the Alvin area, including increasing mental health services. With this information, Chief Lee developed and conceptualized an idea of forming an equal, 50/50, partnership between the City of Alvin and CHN to provide a dedicated Qualified Mental Health Professional (QMHP) to work in conjunction with Alvin Police Department (APD) Mental Health Detective (MHD).

The focus of the proposed partnership is to be on the aftercare of the mental health consumer (MHC) that APD encounters during calls for service. The call for service that involved an MHC would be noted, and the information would be forwarded to the QMHP/MHD team (TEAM). The TEAM would then reach out to the MHC and, depending on the nature of the call, work with them toward obtaining help either through the MHN network, available County or State resources, regional mental health/addiction non-profits or other identified resources. The TEAM would also help educate the MHC on what Federal or State benefits they may be entitled to, and help the MHC apply for those benefits. If the MHC is a suspect in a lower level of offense, then the TEAM would approach the victim of the offense to try to work out a diversion solution instead of formally charging the MHC with the offense. This would potentially keep the MHC from entering the criminal justice system. A diversion would involve the city prosecutor and Brazoria County District Attorney's Office, depending on the nature and type of offense. Both are amenable to this proposed program.

Staff recommends approval of the MOU between the City of Alvin and Community Health Network.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2.13.2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. MOU with Community Health Network

Recommendation: Move to approve the Memorandum of Understanding between the Community Health Network and the City of Alvin, to provide for a Qualified Mental Health

Professional to work in conjunction with the Community Health Network and the City; and authorize the Mayor to sign the Memorandum of Understanding upon legal review.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
COMMUNITY HEALTH NETWORK
AND THE CITY OF ALVIN, TEXAS**

This Agreement ("Agreement") is by and between the Community Health Network (hereinafter CHN) and the City of Alvin, Texas (herein after referred to as City), referred to as "Party" or collectively "Parties."

The parties share a mutual interest in partnering to develop a system for aftercare for mental health consumers, and the diversion from the criminal justice system. To that end, the parties desire to provide a dedicated Qualified Mental Health Professional (QMHP) to work in conjunction with the CHN and the City.

The purpose of this Agreement is to recognize the mutual benefit of collaborative partnering and serves as an indication of continued interest in cooperation between the parties for establishing a QMHP in the City of Alvin.

RESPONSIBILITIES OF THE COMMUNITY HEALTH NETWORK

CHN agrees to provide the following:

1. The QMHP will be an employee of CHN, and CHN agrees to provide all required terms and benefits provided to its other employees;
2. CHN agrees to fund 50% of the base salary for the QMHP, in addition to the terms and benefits described above;
3. Access for the QMHP to all CHN network resources, including but not limited to the medical record system, pharmacy, and legal advisors; and
4. Office or workspace will be provided for the QMHP and the City of Alvin Police Department Mental Health Detective (MHD) at one of the CHN Alvin Campuses.

RESPONSIBILITIES OF THE CITY

The City agrees to provide the following:

1. 50% of the base salary for the QMHP; and
2. Office or workspace at the Alvin Police Department for the MHD and QMHP.

MISCELLANEOUS PROVISIONS

1. Execution and modifications. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

2. Assignment. The rights and obligations of this MOU shall not be assigned without prior written consent of each party.
3. Force Majeure. Each party shall be excused from any breach of this Agreement, which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.
4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the Qualified Mental Health Professional and supersedes all other written and oral agreements between the parties with respect to the position. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
5. Venue and Governing Law. This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
6. Liability and Immunity. The parties recognize that in the event of an accident that causes damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.
7. Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
8. Notice. Any notices required by this Agreement shall be delivered to the following address:

To CHN: Community Health Network
 10851 Scarsdale Boulevard, Suite 160
 Houston, Texas 77089
 (281) 824-1480 (telephone)

To the City: Mayor, City of Alvin
 216 W. Sealy Street
 Alvin, Texas 77511
 (281) 388-4278 (telephone)
 (281) 331-7215 (facsimile)
9. Each Party to this Agreement is authorized by law to perform the functions or services to be performed hereunder. This Agreement shall be binding upon the Parties and their respective successors and assigns.
10. This Agreement is effective upon execution by the parties.

11. This Agreement may be executed in counterparts, which together shall constitute one instrument. Electronic signatures on this Agreement shall be accepted the same as original signatures. A photocopy of this Agreement may be used in any action brought to enforce or construe it.

CITY OF ALVIN, TEXAS

By _____
Gabe Adame
Mayor, City of Alvin

Date _____

COMMUNITY HEALTH NETWORK

By _____
Name
Title

Date _____