

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, May 2, 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, **MAY 2, 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. PRESENTATIONS

- A. Proclamation - Police Week May 12-18, 2024.
- B. Proclamation - Motorcycle Awareness Month.
- C. Information Technology Annual Departmental Presentation.

4. PUBLIC COMMENT

5. PUBLIC HEARING

- A. Public hearing to receive comment on the proposed annexation of an 18.23-acre tract of land, and a 0.44-acre tract of land, both located along State Highway 6, in Brazoria County, Texas.

6. CONSENT AGENDA

- A. Consider approval of the April 18, 2024, City Council Workshop minutes.
- B. Consider approval of the April 18, 2024, City Council meeting minutes.
- C. Consider Addendum No. 3 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$161,176.35; and authorize the City Manager to sign the Addendum upon legal review.
- D. Consider Addendum No. 2 for a one (1) year renewal agreement with LTS Lawncare for

manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$56,252.65; and authorize the City Manager to sign the Addendum upon legal review.

- E. Consider Addendum No. 1 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in an amount not to exceed \$82,772; and authorize the City Manager to sign the Addendum upon legal review.
- F. Consider Addendum No. 2 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$220,340.40; and authorize the City Manager to sign the Addendum upon legal review.
- G. Consider Addendum No. 2 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative Maintenance services of City-owned buildings, in an amount not to exceed \$109,958; and authorize the City Manager to sign the Addendum upon legal review.
- H. Consider a final plat of Preservation Creek Phase I, Preservation Creek Boulevard Segment 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 7.225 acres, out of the C.M. Hayes survey, Abstract No. 534, City of Alvin, Brazoria County, Texas.
- I. Consider a final plat of Preservation Creek Municipal Utility District No. 1 Lift Station No. 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres containing 1 reserve and one block, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.
- J. Consider Resolution 24-R-18, declaring the results of the Local Option Petition to "legalize the sale of all alcoholic beverages, including mixed beverages;" declaring that the petition issued on February 5, 2024, was circulated by the Petitioners through April 12, 2024; finding that the petition did not contain the required number of signatures by City of Alvin qualified voters to order a Special Local Option Election in the City of Alvin; and setting forth other provisions related thereto.
- K. Consider the resignation of Missy Jordan for an unexpired term on the Planning Commission ending December 31, 2025.

7. OTHER BUSINESS

- A. Consider authorizing an expenditure of \$119,700 for the roof replacement of the Verhalen Water Tower to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS); and authorize the City Manager to sign related documents upon legal review.
- B. Consider a variance request for the property owner at 1974 Jobes Court to deviate from a side building setback requirement set forth in Chapter 21, Subdivisions and Property Development, Article III, Section 37(a) – Minimum Setback Lines, and through provisions set forth in the recorded Final Plat of Forest Heights Section 4, for the construction of a swimming pool.
- C. Consider a variance request for the Kendall Lakes South development, a Planned Unit Development of 51.52 acres, to deviate from a requirement set forth in Chapter 21, Subdivisions and Property Development, Article VI, Planned Unit Developments Section

110(c.)(6.), to construct park equipment amenities after plat recordation, instead of prior to plat recordation.

- D. Consider an agreement for the roof replacement of the city-owned building located at 302 W. House Street (Recreation Station) to JACO Roofing & Construction, Inc. through the Interlocal purchasing system (TIPS) in an amount not to exceed \$114,904.00; and authorize the City Manager to sign related documents upon legal review.
- E. Consider appointment to the Planning Commission to fill the unexpired term of Missy Jordan through December 31, 2025.
- F. Discuss the placement of east/west stop signs at the intersection of Adoue Street and Hill Street.
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

8. REPORTS FROM THE CITY MANAGER

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

9. 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.

10. EXECUTIVE SESSIONS

- 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.
- B. **Section 551.071(1)(A)** of the Local Government Code provides as follows: Consultation with City Attorney regarding pending or contemplated litigation or **(B)** settlement offer.

11. RECONVENE TO OPEN SESSION

12. 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 April 29, 2024 at 5:30 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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, National Police Week has been an observance in the United States during which our nation recognizes and pays respects to our law enforcement officers since 1962; and

WHEREAS, Communities rely on law enforcement officers to keep our neighborhoods and roadways safe, enforce our laws and respond in times of crisis by facing danger, and defending others; and

WHEREAS, The City of Alvin is committed to honoring the valor, service, and dedication of law enforcement officers from our community and across the nation and encourage our citizens to show their appreciation to City of Alvin Officers for their faithful and loyal service to us all.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 12 - May 18, 2024**, as:

Police Week

in the City of Alvin and further recognize that Peace Officers Memorial Day is observed on Sunday, May 12, 2024, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

WITNESS my hand and seal this 2nd day of May 2024.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, millions of people across the United States ride motorcycles for work, travel and leisure. More and more motorcycles are on the road especially as May marks the start of the traditional riding season; and

WHEREAS, motorcycle Safety Awareness Month was first established in 1980 by the National Highway Traffic Safety Administration to promote safe driving practices and reduce motorcycle-involved accidents and fatalities; and

WHEREAS, all drivers bear the responsibility of sharing the road, being vigilant of passing motorcycles and avoiding distractions.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 2024, as

Motorcycle Safety Awareness Month

in the City of Alvin and encourage all citizens to join the Warriors Bikers 4 Charity in giving fellow motorists and riders mutual respect and consideration on Alvin's roadways.

WITNESS my hand and seal this
2nd day of May 2024.

Gabe Adame, Mayor

Information Technology

We're here to
serve.



Nick

IT Manager



Jordan

System
Administrator



Josiah

Network
Administrator



Bobby

IT Technician



Andy

IT Technician





*We're Here
to Serve...*

- The diverse technology needs of all our staff.
- The integration of new technologies to enhance productivity and security.
- Through “white-glove” IT support for staff at all levels.
- With willing hearts and bright smiles.

4/30/24

The entire IT department!

▶ You guys are the absolute best! I know that if I have questions or make a request that things will be handled with a smile! I can't say enough great things about this team! Keep up the great work and positive attitude!

Y'all are Awesome Sauce!

We provide IT services for:

- Approximately 260 staff members.
- 14 buildings.
- Serviced over 1,500 tickets in 2023.

- Email provision, security, maintenance, and retention for all staff citywide.
- Installing and supporting video security in nearly every building used by staff.
- File access and file security management.
- Audio system maintenance and implementation.
- Building access control setup and management.
- APD's MCT installation and support.
- Software support for Court, APD, PSF, and other departments.
- Securing various network-oriented elements, such as SCADA for PSF.
- Sustaining internet and network connectivity while providing "quality of service" protocols to city assets for every building.
- Network hardware installation and cabling for all city-owned buildings.
- Build and support PCs for daily staff use.
- Build and support PCs for situational use, like APD's evidence and security systems.
- Assistance with various peripherals and hardware setup, including printers, speakers, monitors, keyboards, mice, power supplies, and cameras.
- Phone installation and support for all staff members across the city.
- Cellphone provision and security.
- Compliance with security and networking standards that are enforced by federal, state, and local government entities for APD operations.
- Data acquisition for Open Records requests.
- User account creation, security, and support.
- Cybersecurity training and threat assessment.
- Research and implementation of technology standards across the city.

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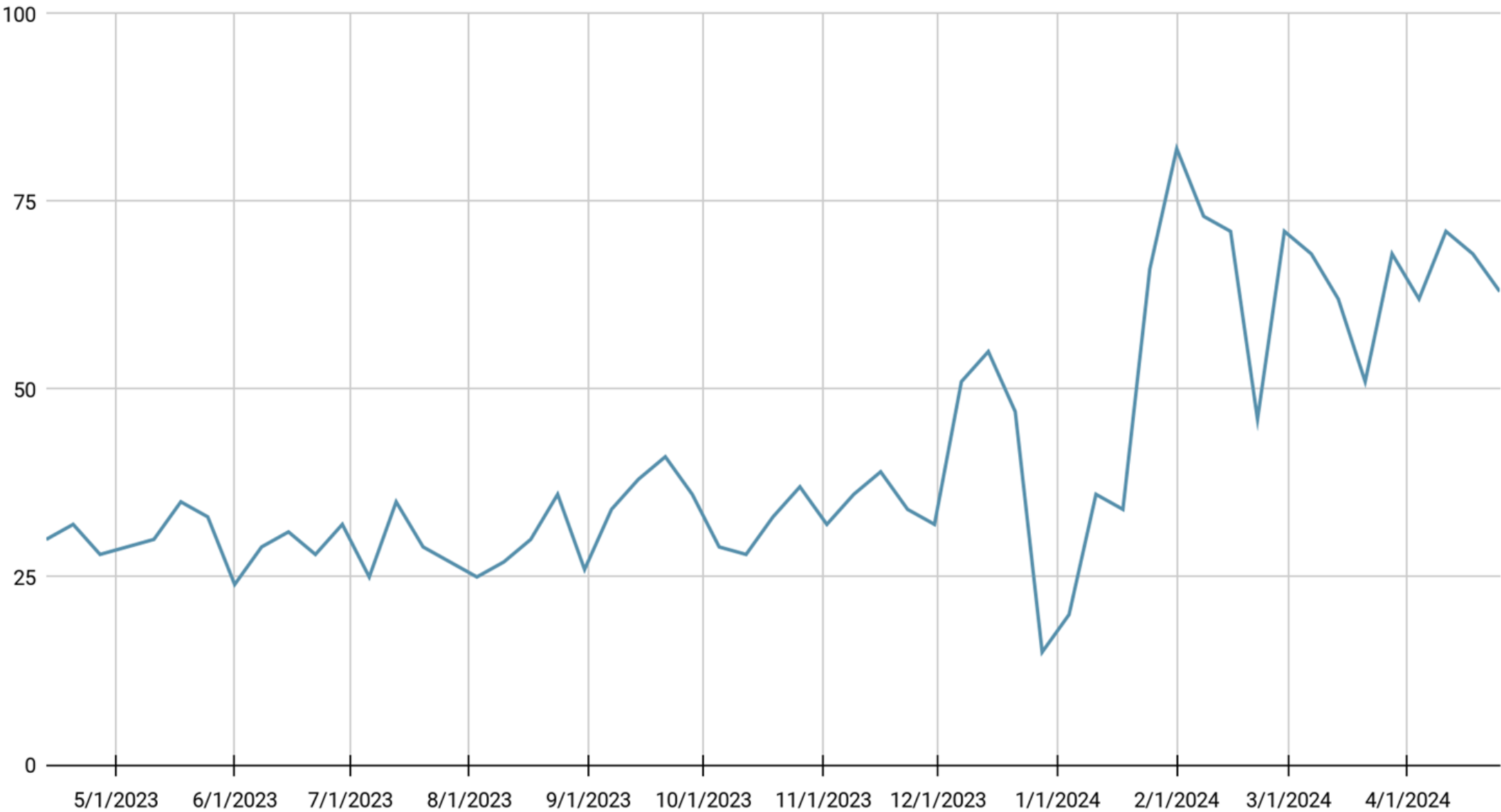
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Tickets Serviced in the Past year



Any Questions?



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Public hearing to receive comment on the proposed annexation of an 18.23-acre tract of land, and a 0.44-acre tract of land, both located along State Highway 6, in Brazoria County, Texas.

Type of Item: Public Hearing

Summary: This is the first of two required public hearings for this annexation requested by the Alvin Independent School District. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the City of Alvin along State Highway 6, and the Alvin ISD Transportation Center.

This public hearing is a time for public comment on said annexation. Notices have been published in *The Alvin Sun*, and on the City's website. **The second public hearing will be at the next regular City Council Meeting, May 16, 2024.**

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: 4/23/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res. 24-R-16; Annexation for AISD
 2. Exhibit A - Map
 3. Exhibit B - Metes and Bounds
 4. Exhibit C - Municipal Service Plan AISD
 5. Annexation Schedule for AISD
 6. Petition for Annexation
-

Recommendation: No action - public hearing only.

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-16

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF AN 18.23 ACRE TRACT OF LAND, AND A 0.44 ACRE TRACT OF LAND, BOTH LOCATED ALONG STATE HIGHWAY 6, IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, the owner of certain property located within Brazoria County, Texas, has petitioned the City of Alvin, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein, into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of all portions of the following property not previously annexed into the City, and the Municipal Service Plan, attached as Exhibit C, submitted by Petitioner, are hereby accepted:

Being a tract of land containing 18.23 acres located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve “A” of the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume 23, Page 311 of the Brazoria County Plat Records, being more particularly shown in Exhibit “A” and described in Exhibit “B,” attached hereto and incorporated herein for all purposes.

Being a tract of land containing 0.44 acre located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148 as shown on the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume 23, Page 311 of the Brazoria County Plat Records, particularly shown in Exhibit “A” and described in Exhibit “B,” attached hereto and incorporated herein for all purposes

Two (2) public hearings are set for the dates of May 2, 2024 and May 16, 2024. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the

annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED this the 21st day of March 2024.

THE CITY OF ALVIN, TEXAS

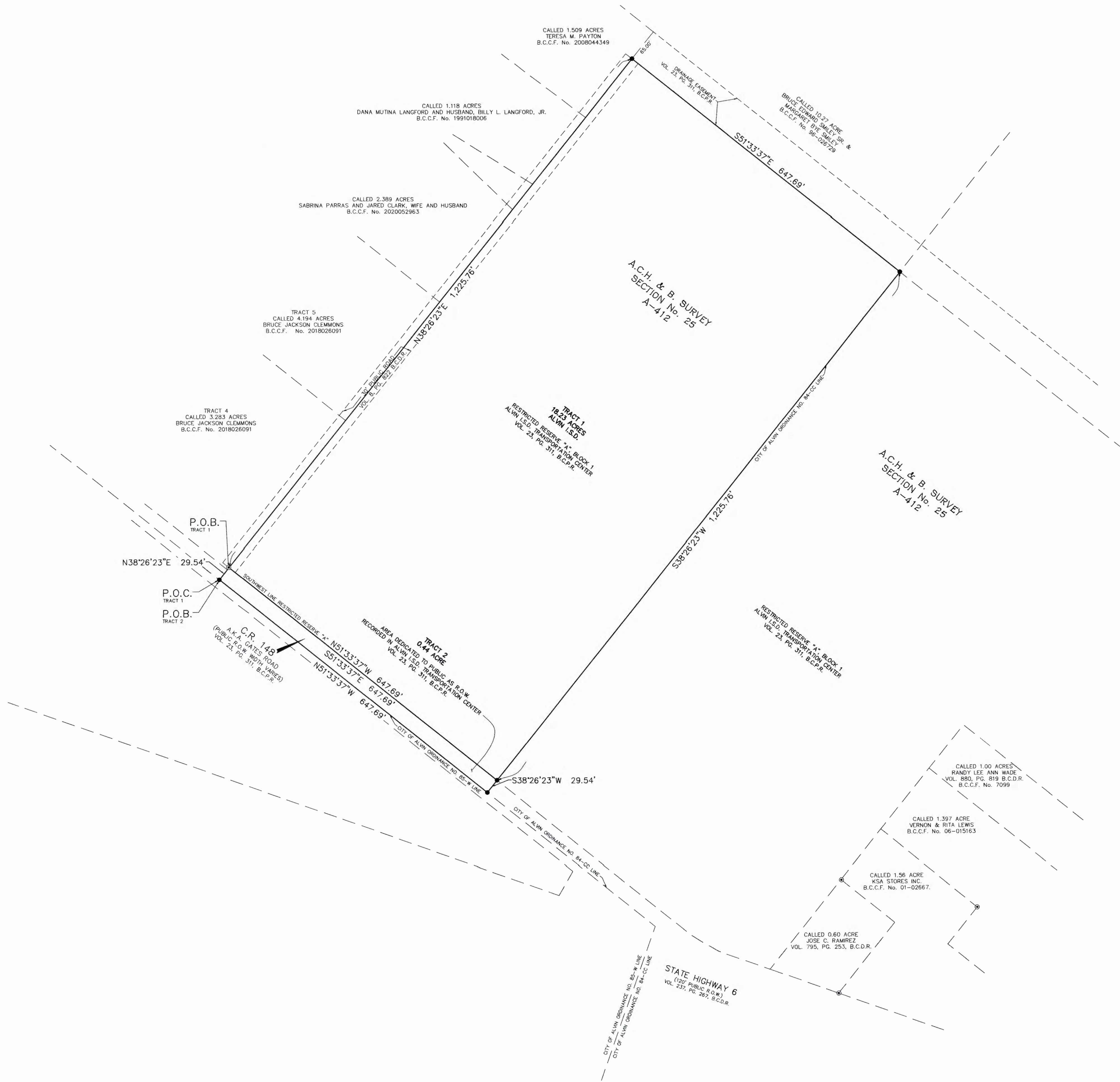
ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

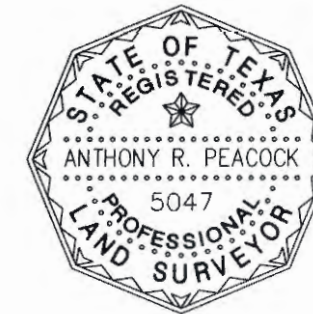
- SYMBOLS
- = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
 - = ANGLE POINT (UNLESS OTHERWISE NOTED)
 - = A.C. PAD
 - = BLOW OFF VALVE
 - = BOLLARD
 - ☒ = CABLE BOX
 - = CABLE MARKER
 - = CLEAN-OUT
 - = E-INLET
 - ☒ = ELECTRIC BOX
 - ⚡ = FIRE DEPARTMENT CONNECTION
 - = FLAG POLE
 - ⦿ = FLUSH VALVE (FIRE HYDRANT)
 - ⊠ = GAS METER
 - ⊠ = GAS VALVE
 - ⊠ = GRATE INLET
 - ⊠ = GREASE TRAP
 - = GUY ANCHOR
 - ♿ = HANDICAPPED PARKING SPACE
 - ★ = LIGHT STANDARD
 - ⦿ = POWER POLE
 - ⦿ = SAMPLE WELL
 - ⦿ = SANITARY MANHOLE
 - ⦿ = SERVICE POLE
 - = SIGN
 - = STORM MANHOLE
 - ⦿ = TREE
 - △ = TELEPHONE PEDESTAL
 - = WATER METER
 - = WATER VALVE

- LEGEND
- AC. = ACRE
 - A.E. = AERIAL EASEMENT
 - B.L. = BUILDING LINE
 - CHB = CHORD BEARING
 - CHD = CHORD LENGTH
 - D.E. = DRAINAGE EASEMENT
 - ESMT = EASEMENT
 - B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
 - B.C.P.R. = BRAZORIA COUNTY MAP RECORDS
 - L. = LENGTH
 - L.E. = LANDSCAPE EASEMENT
 - LTD. = LIMITED
 - No. = NUMBER
 - NR = NON-RADIAL
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - PVT. = PRIVATE
 - S.F. = SQUARE FEET
 - SAN.S.E. = SANITARY SEWER EASEMENT
 - STM.S.E. = STORM SEWER EASEMENT
 - U.E. = UTILITY EASEMENT
 - W.L.E. = WATER LINE EASEMENT
 - P.O.B. = POINT OF BEGINNING
 - I.R. = IRON ROD
 - I.P. = IRON PIPE
 - H.L.&P. = HOUSTON LIGHTING AND POWER
 - R.O.W. = RIGHT-OF-WAY



- NOTES:
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A PROJECT SCALE FACTOR OF: 0.999867266635, AS PER GPS OBSERVATIONS.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0135K, EFFECTIVE DATE OF 12/30/2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
 - THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
 - A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY AND ACCOMPANIES THIS ANNEXATION MAP.

Anthony R. Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047
PEACOCK@MILLERSURVEY.COM



2790 HWY 6
ALVIN, TX 77511

REVISED:	ANNEXATION MAP TRACT 1 18.23 ACRES TRACT 2 0.44 ACRE ALVIN I.S.D. TRANSPORTATION CENTER LOCATED IN THE A.C.H. & B. SURVEY, A-412 BRAZORIA COUNTY, TEXAS		
MILLER SURVEY		Miller Survey Firm Reg. No. 10047100	
DCCM		1760 W. Sam Houston Pkwy N. Houston, TX 77043	
		713.413.1900 millersurvey.com	
JOB No.: 4648-DS	SCALE: 1"= 100'	DATE: 1/31/2024	FIELD BOOK: N/A
DWG. No.: 4648-DS - ANNEXDWG	DRAWN BY: ARH	CHECKED BY: ARP	M&B No.: 241013, 241014

County: Brazoria
Project: Alvin I.S.D. Transportation Center Annexation
M.S.G. No.: 241013
Job Number: 4648-DS

**FIELD NOTES FOR 18.23 ACRES
TRACT 1**

Being a tract of land containing 18.23 acres located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve "A" of the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.). Said 18.23 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone):

COMMENCING at a point on the City of Alvin Ordinance No. 85-W line at the northwest corner of said Alvin I.S.D. Transportation Center subdivision plat in County Road 148 (a.k.a. Gates Road) (width varies);

Thence, North 38 degrees 26 minutes 23 seconds East along the north line of said 44.770 acre subdivision plat, a distance of 25.94 feet to the **POINT OF BEGINNING**, being the northwest corner of Restricted Reserve "A", Block 1 of said Alvin I.S.D. Transportation Center subdivision plat;

Thence, North 38 degrees 26 minutes 23 seconds East continuing along said north line and the line common to a called 3.283 acre tract (Tract 4) recorded in the name of Bruce Jackson Clemmons of the Brazoria County Clerk's File Number (B.C.C.F. No.) 2018026091 and continuing along the line common to a called 4.194 acres (Tract 5) recorded in the name of Bruce Jackson Clemmons of the B.C.C.F. No. 2018026091, a called 2.389 acre tract recorded in the name of Sabrina Parras and Jared Clark, wife and husband B.C.C.F. No. 2020052963, a called 1.118 acre tract recorded in the name of Dana Mutina Langford and husband, Billy L. Langford, Jr. B.C.C.F. No. 1991018006, a called 1.509 acre tract recorded in the name of Teresa M. Payton B.C.C.F. No. 2008044349, for a total distance of 1,225.76 feet to the northeast corner of said Restricted Reserve "A", the northwest corner of a Drainage Easement recorded in Vol. 23, Pg. 311 of the Brazoria County Plat Records B.C.P.R. and the herein described tract;

Thence, South 51 degrees 33 minutes 37 seconds East, along the line common to said Restricted Reserve "A" and said Drainage Easement, a distance of 647.69 feet to a point on the City of Alvin Ordinance No. 84-CC line;

Thence, through and across said Restricted Reserve "A" and along said City of Alvin Ordinance No. 84-CC line, South 38 degrees 26 minutes 23 seconds West, a distance of 1,225.76 to a point on the southwesterly line of said Restricted Reserve "A", in the northeasterly line of County Road 148;

Thence, North 51 degrees 33 minutes 37 seconds West, along said southwesterly line, a distance of 647.69 feet to the **POINT OF BEGINNING** and containing 18.23 acres of land.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An Annexation Map of the described tract has been prepared by Miller Survey and accompanies this description.

Anthony R. Peacock

Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



Miller Survey | DCCM
www.millersurvey.com
Texas Firm Reg. 10047100
Ph: (713) 413-1900
M&B No. 241013
Date: January 31, 2024

County: Brazoria
Project: Alvin I.S.D. Transportation Center Annexation
M.S.G. No.: 241014
Job Number: 4648-DS

**FIELD NOTES FOR 0.44 ACRE
TRACT 2**

Being a tract of land containing 0.44 acre located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148 as shown on the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.). Said 0.44 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone):

BEGINNING at a point on the City of Alvin Ordinance No. 85-W line at the northwest corner of said Alvin I.S.D. Transportation Center subdivision plat in County Road 148 (a.k.a. Gates Road) (width varies);

Thence, North 38 degrees 26 minutes 23 seconds East along the north line of said 44.770 acre subdivision plat, a distance of 25.94 feet to a point, being the northwest corner of Restricted Reserve "A", Block 1 of said Alvin I.S.D. Transportation Center subdivision plat;

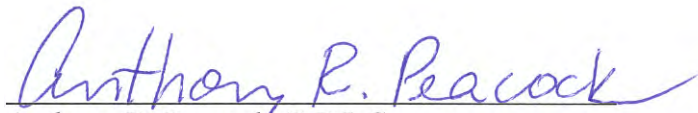
Thence, South 51 degrees 33 minutes 37 seconds East, along the southwesterly line of said Restricted Reserve "A", a distance of 647.69 feet to a point on the City of Alvin Ordinance No. 84-CC line;

Thence, South 38 degrees 26 minutes 23 seconds West along said City of Alvin Ordinance No. 84-CC line, a distance of 25.94 to a point at the intersection of said City of Alvin Ordinance No. 84-CC line and City of Alvin Ordinance No. 85-W line in County Road 148;

Thence, North 51 degrees 33 minutes 37 seconds West, along said City of Alvin Ordinance No. 85-W line in County Road 148, a distance of 647.69 feet to the **POINT OF BEGINNING** and containing 0.44 acre of land.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An Annexation Map of the described tract has been prepared by Miller Survey and accompanies this description.


Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



Miller Survey | DCCM
www.millersurvey.com
Texas Firm Reg. 10047100
Ph: (713) 413-1900
M&B No. 241013
Date: January 31, 2024

Exhibit C

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ALVIN

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Texas Local Government Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the location of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

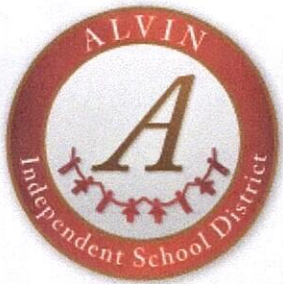
(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions

thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

**SCHEDULE FOR VOLUNTARY ANNEXATION
AISD**

DATE	ACTION/EVENT	LEGAL AUTHORITY
March 21, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings May 2, 2024 and May 16, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
April 1, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062
April 21, 2024* Publish notice of First Public Hearing (1 time) Send School District Notice	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
May 5, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
May 2, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
May 16, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date June 6, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before July 3, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before August 5, 2024)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**



ALVIN INDEPENDENT SCHOOL DISTRICT

Carol Nelson
Superintendent of Schools

February 15, 2024

PETITION FOR ANNEXATION

The Alvin Independent School District owns the following real property "the Property" in Brazoria County, Texas;

Tract 1, an 18.23 acre tract of land located within the H.C.H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve "A" and, Tract 2, a 0.44 acre tract of land located within the H.C.H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148, as shown on the Alvin ISD Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.)
(see attached)

The Alvin Independent School District hereby petitions the City of Alvin, Texas, to annex the remaining portions of our property located at 2790 Hwy 6.

The Property is one half mile or less in width, contiguous to the City of Alvin, and has no qualified voters residing on it.

OWNER: Alvin Independent School District

Carol Nelson

Signature of Authorized Agent

Printed Name: Carol Nelson

Title: Superintendent of Schools

THE STATE OF TEXAS \$
COUNTY OF BRAZORIA \$

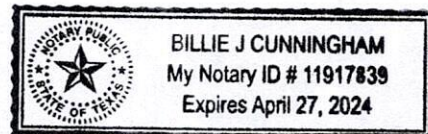
This instrument was acknowledged before me, on the 20 day of February 2024, by

Carol Nelson, as the Superintendent on behalf of

Alvin ISD

Billie J Cunningham

301 E. House Street ♦ Alvin, TX 77511 ♦ Phone 281-388-1130 ♦ FAX 281-331-3319



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, APRIL 18, 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, 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; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss Zoning.

Paige Bailey, with Olson & Olson Law Firm, presented this item before City Council. Ms. Bailey summarized the definition and purpose of municipal zoning. She also explained the authority to zone as established by the Texas Local Government Code and what specifically can be regulated. The path to zoning would begin with the City's Comprehensive Plan, adopted with all the elements required by the Local Government Code, Chapter 211. The Comprehensive Plan outlines orderly growth over the long term. Once this plan is adopted, it should be broadly disseminated to the public along with a strong public educational program. City Council would then be required to appoint a Zoning Commission. This Commission must then make a preliminary report on the suggested zoning regulations and districts and then hold public hearings on the proposed report before submitting it to the City Council for a future proposed zoning ordinance. City Council would then hold public hearings on a proposed zoning ordinance before its consideration/adoption. Ms. Bailey stated that a zoning ordinance adopted by City Council could be repealed through the referendum process/election. Discussion continued on the process, policy development, and appointment of a Zoning Commission.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:42 p.m.

PASSED and APPROVED the 2nd of May 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, APRIL 18, 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 and Executive 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: Martin Vela, Keko Moore, 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; Michael Medwedeff, Asst. City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Daryl Bailey with First United Methodist Church gave the invocation. Council member DeKeyzer led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Proclamation - Crime Victim's Week April 21-27, 2024.

Mayor Adame proclaimed the week of April 21-27, 2024 as Crime Victim's Rights Week and formally issued the proclamation to recipients in attendance.

PUBLIC COMMENT

Ashley Davis presented comments regarding City of Alvin Code of Ordinances Chapter 17 1/2 Temporary Signs and the signs she placed for the recent City-Wide Garage Sale.

CONSENT AGENDA

Consider approval of the April 4, 2024, City Council meeting minutes.

Consider Ordinance 24-L of the City Council of the City of Alvin, Texas, amending Chapter 15 - "Offenses and Miscellaneous Provisions" of the City of Alvin Code of Ordinances, by adding Article XI "Electioneering at Polling Locations," Section 15-123 "Purpose," Section 15-124 "Definitions," Section 15-125 "Electioneering on City Owned Facilities/Grounds;" providing for regulations of electioneering conducted on city property used as election polling locations; amending Chapter 17 1/2 "Signs" of the City of Alvin Code of Ordinances, Article IV "Construction, Placement and Maintenance," Section 17½-41 "Temporary Political Signs on Private Property;" providing for severability; providing for a penalty of a fine not to exceed the sum of \$500.00 for each offense; providing for an effective date; and providing for publication.

At the March 7, 2024, City Council meeting, two public comments were made by election workers regarding electioneering activities observed at the Alvin Library during the recent March primary election. Staff compiled recommended changes to Chapter 15 - "Offenses and Misc Provisions" and Chapter 17 1/2 - "Signs" and presented for review and discussion at the April 4th City Council meeting. The proposed modifications are aimed at addressing the concerns raised and improving the process. During the discussion, the Council asked that one row of the reserved area for canopies be moved to the parking spaces along Gordon and that it be noted within the ordinance that each "candidate" is allowed a 10x10 canopy.

Proposed amendments:

- Adds Article XI "Electioneering at Polling Locations" to Chapter 15 "Offenses and Misc Provisions" to the Code
- Adds Section 15-123 Purpose
- Adds Section 15-124 Definitions
- Adds Section 15-125 Electioneering on City Owned Facilities/Grounds
- Amends Chapter 17 ½ Signs – Article IV Construction, Placement, and Maintenance, Section 17 ½-41 Temporary political signs, by adding "...on City owned public property"
- Adds Section 17½ -42 – Temporary Political Signs on Private Property

Additional language incorporated into the ordinance:

- Designates an area for candidates to place their canopy in the library parking lot outside the 100 ft distance marker. State law states that no electioneering can be done within 100 feet of the entrance used by voters to enter the building.
 - The parking lot is scheduled to be re-stripped, the area marked in yellow (see Exhibit A) will be designated for the placement of canopies; all other parking places will be left open for voter and patron parking (*changes to the location as discussed on April 4th have been made and included in the exhibit*).
 - Canopies will be limited to 10x10 in (*size per candidate*), and must be removed daily; can be placed one (1) hour prior to polls opening and one (1) hour after polls close; spaces available on a first come, first served basis, no use of tables, etc.
 - The areas blocked in white (see Exhibit A) shall be left open for voters onsite casting their ballot, patrons of the library, and library employees.
 - Vehicles/trailers etc. may not be parked onsite and left throughout the day/voting period for use as an "electioneering" sign because of limited parking.
 - Reduce the number of candidate/committee signs placed onsite from 10 to 4 per person/committee etc.
 - Reducing the size of electioneering signs placed onsite from 36 sq ft / 8 ft height to 16 sq ft / 4 ft height.
- Staff recommends approval of Ordinance 24-L.*

Consider Addendum No. 2 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$97,680.00; and authorize the City Manager to sign the addendum upon legal review.

An initiative in the City's Strategic Plan is to establish a comprehensive program to beautify the City. As a part of that plan, staff included funding in the FY24 budget to contract out mowing services to improve beautification along the TXDOT Bypass 35 thoroughfare traveled by Alvin's residents and visitors. The bid to mow the Bypass 35 includes 139.5 acres of the median, eastside right-of-way, and westside right-of-way from the Alvin Recreation Center/Kroger on the south end of town, to Fox Meadows on the north end. This includes mowing to a uniform height of 4-6 inches, weed eating, or trimming around objects that cannot be mowed around, such as signs, utility poles, guidewires, drainage structures, ditches, etc., on a monthly basis or a 30-day cycle. The contractor shall be responsible for obtaining any permits necessary and provide traffic control when necessary, such as posting the appropriate caution signs.

*The Council awarded the bid for the Bypass 35 mowing services to Stronghold Vegetation Management on May 19, 2022. Stronghold has been very reliable, dependable, and has performed their services timely to date. The current contract has an option to extend for two (2) additional one (1) year terms at the same terms and conditions, as long as both parties are in agreement to doing so. On May 4, 2023, City Council approved addendum #1 extending the agreement until May 19, 2024. If approved, Addendum #2 will allow the City and Stronghold to continue to provide the Bypass 35 Mowing Services until May 19, 2025. Stronghold is in agreement to extend the contract for the Bypass 35 mowing services for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract for the Bypass 35 mowing services with Stronghold Vegetation Management. *this is separate and unrelated to the Manicured Mowing contract services.*

Acknowledge receipt of the FY 24-Q2 Quarterly Investment Report ending March 31, 2024.

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 FY24-Q2 investment report are included to provide scope and historical data.

Item B, Ordinance 24-L Electioneering and Political Signs, was removed from the Consent agenda by Mayor Adame.

Council member Vaughn moved to approve the consent agenda as modified. Seconded by Council member Vela; motion carried with all members present voting Aye.

OTHER BUSINESS

Item removed from Consent agenda by Mayor Adame: Consider Ordinance 24-L of the City Council of the City of Alvin, Texas, amending Chapter 15 - "Offenses and Miscellaneous Provisions" of the City of Alvin Code of Ordinances, by adding Article XI "Electioneering at Polling Locations," Section 15-123 "Purpose," Section 15-124 "Definitions," Section 15-125 "Electioneering on City Owned Facilities/Grounds;" providing for regulations of electioneering conducted on city property used as election polling locations; amending Chapter 17 1/2 "Signs" of the City of Alvin Code of Ordinances, Article IV "Construction, Placement and Maintenance," Section 17½-41 "Temporary Political Signs on Private Property;" providing for severability; providing for a penalty of a fine not to exceed the sum of \$500.00 for each offense; providing for an effective date; and providing for publication.

Item B was removed from Consent agenda by Mayor Adame. Mayor Adame asked that Exhibit A, the graphic of candidate parking spaces, be modified to show the spaces along the Gordon Street side of the Library parking lot being utilized for candidate tent placement instead of the proposed center parking lot location. City Council concurred. Staff stated that Exhibit A would be modified to reflect this change.

Council member DeKeyzer moved to approve Ordinance 24-L of the City Council of the City of Alvin, Texas, amending Chapter 15 - "Offenses and Miscellaneous Provisions" of the City of Alvin Code of Ordinances, by adding Article XI "Electioneering at Polling Locations," Section 15-123 "Purpose," Section 15-124 "Definitions," Section 15-125 "Electioneering on City Owned Facilities/Grounds;" providing for regulations of electioneering conducted on city property used as election polling locations; amending Chapter 17 1/2 "Signs" of the City of Alvin Code of Ordinances, Article IV "Construction, Placement and Maintenance," Section 17½-41 "Temporary Political Signs on Private Property;" providing for severability; providing for a penalty of a fine not to exceed the sum of \$500.00 for each offense; providing for an effective date; and providing for publication. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Presentation of the 2024 City of Alvin Strategic Planning report and consider the adoption of the Alvin Strategic Plan.

In 2023, staff engaged the services of Ron Cox Consulting to facilitate and update the City's current Strategic Plan through 2027. There were over eighteen hours of sessions and meetings with Mr. Cox during this process:

- * One-on-One interviews with the Mayor and City Council (01/23/2024)*
- * Special City Council workshop on governance (02/15/2024)*
- * City Council and Staff planning session and SWOT analysis (02/17/2024)*
- * Development of implementation strategies with City Manager/Staff (02/27/2024)*

Ron Cox will present the Strategic Planning Report to City Council for approval. Staff recommends City Council approval of the Strategic Plan Report and look forward to implementing the goals and objectives identified in the Strategic Plan.

Junru Roland, City Manager, introduced Ron Cox of Ron Cox Consulting, who facilitated the City of Alvin 2024 strategic planning sessions. Mr. Cox reviewed the process of the planning sessions and presented the summary of the Alvin Strategic Plan.

Council member DeKeyzer moved to adopt the 2024 City of Alvin Strategic Plan as presented; Seconded by Council member Moore; motion carried with all members present voting Aye.

Discuss the old EMS building located at 309 E. House Street.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation. Mr. Kelinske reviewed the facility assessment that was completed of the building on March 22, 2024. In addition to the recommendations outlined in the assessment, he stated that the building will also need ADA compliance as determined by a licensed contractor. The majority of the cost from the recommendations would be for completely replacing the roof. Discussion was had on other costs, alternative repairs and the City's future plans for possibly utilizing the building for office space. City Council directed staff to engage an architect to better determine the exact requirements that will be needed in order to make the building operational. This will allow City Council to formulate a solid plan of action for future plans for said building.

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.

Council member DeKeyzer requested an item be placed on a future agenda to discuss replacing the stop sign at the intersection of Adoue Street and Hill Street.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

No items were presented.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:04 p.m. in accordance with the following:

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.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:34 p.m.

Consider and take appropriate action, if any, regarding the employment contract of the City Manager.

Council member DeKeyzer moved to approve the employment contract of the City Manager. Seconded by Council member Vela; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:36 p.m.

PASSED and APPROVED the 2nd of May 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$161,176.35; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: This Agreement with LTS Lawncare was originally approved for the amount of \$114,355.59 by City Council on May 6, 2021, utilizing the public bid process, Bid # B-21-11. Addendum No. 1 began October 1, 2022, and ended September 30, 2023. Addendum No. 2 began October 1, 2023, and will end September 30, 2024. Amendment 1 adding the new Recreation Center was approved by City Council on February 1, 2024, for an amount not to exceed \$31,500 for service dates from March 1 through September 30, 2024. Addendum No. 3 is the third of three one (1) year renewal options and includes the Recreation Center location, which would begin October 1, 2024, and end September 30, 2025.

Service Year	Proposal
FY25 (3rd one year renewal option - Addendum 3)	\$161,176.35
FY24 (2nd one year renewal option - Addendum 2)	\$123,714.91 + \$31,500 = \$155,214.91
FY23 (1st one year renewal option - Addendum 1)	\$118,956.64
FY22 (Initial Award)	\$114,355.59

This addendum is the third and final of three, one-year renewals allowed per the agreement, having an effective date of October 1, 2024, to September 30, 2025. The 3% proposed increase is below the latest consumer price index for all urban consumers.

Staff recommends approval of addendum No. 3 allowed in the manicured mowing agreement in the amount of \$161,176.35 with LTS Lawncare as their performance continues to provide good value to the City of Alvin.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 616-8003-00-3270 **Amount:** \$161,176.35 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/29/24

Supporting documents attached:

1. Manicured Mowing Parkland; LTS; Addendum No. 3; 2024-2025
 2. LTS Addendum 3; 2024-2025; Cost per Location
 3. LTS; Letter of Intent 2024-2025
 4. Bid 21-11; LTS 042021
-

Recommendation: Move to approve Addendum No. 3 with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including lift stations, water wells, park land and various building grounds, in an amount not to exceed \$161,176.35 and authorize the City Manager to sign the addendum upon legal review.

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

ADDENDUM NO. 3
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 3 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 3”) 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 LTS Lawncare (“LTS”).

WHEREAS, on May 6, 2021, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for lawn services of selected City facilities, Lift Stations, Water Wells and Towers, City parks and Right of Ways (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2022; and

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

WHEREAS, the City and LTS Lawncare entered into Addendum No. 1 on or about April 21, 2022, agreeing to extend the term of the Agreement for an additional year ending September 20, 2023; and

WHEREAS, the City and LTS Lawncare entered into Addendum No. 2 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024;

WHEREAS, the City and LTS Lawncare entered into Amendment #1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA) 3201 Highway 35 into the grounds maintenance inventory;

WHEREAS, this Addendum No. 3 includes a price increase of five and one-half (5.5%) percent. (See LTS Lawncare’s letter attached as Exhibit “A”); and

WHEREAS, the City and LTS Lawncare desire to extend the term of the Agreement for the third and final of three (3) additional one (1) year extensions, ending September 30, 2025.

WITNESSETH:

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

I.

The original Agreement entered into between the City and LTS Lawncare is extended for an additional year, ending September 30, 2025.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement and Amendment #1, except for the price increase of five and one-half (5.5%) percent.

III.

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, Amendment and Addendum No. 3, the provisions of Addendum No. 3 shall control. Addendum No. 3 may only be amended, modified, or supplemented by written agreement and signed by all parties.

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

LTS LAWN CARE

CITY OF ALVIN, TEXAS

By: _____
Larry Dietrich, President

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

B-21-11 Manicured Mowing Service Bid Submittals											
BID SUBMITTAL # 1 / LTS Lawncare											
Section A - Lift Stations/Water Towers/Water Wells											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Addendum #1	4.0% increase	FY 2024 Addendum #2	3.0% increase	FY2025Addendum #3
1	Lift Station 8	2580 Koster St.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
2	Lift Station 14	205 E. Old Galveston R.	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
3	Lift Station 23B	1823 Steele Rd	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
4	Lift Station 26	2490 Rowan Burton South & CR 178	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
5	Lift Station 28	2690 West Dumble St.	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
6	Lift Station 29	1920 Callaway	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
7	Lift Station 30	1587 S. Hwy 35	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
8	Lift Station 31	1075 FM 1462	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
9	Lift Station 33	Bypass 35	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
10	Lift Station 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
11	Lift Station 43	1846 FM 528	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
12	Water Well #3	1080 W. Snyder	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
13	Water Well #4	300 S. Durant	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
14	Water Well #6	1050 Heights Rd	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
15	Water Well #7	1060 Heights Rd	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
16	Water Well #8	380 W. Willis St.	\$ 20.97	26	\$ 545.22	\$ 13.63	\$ 558.85	\$ 22.35	\$ 581.20	\$ 17.44	\$ 598.64
17	Water Tower	650 Dyche Lane	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
18	Water Tower	707 Verhalen	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
19	Water Tower	N. Bypass 35	\$ 41.96	26	\$ 1,083.94	\$ 27.10	\$ 1,111.04	\$ 44.44	\$ 1,155.48	\$ 34.66	\$ 1,190.14
Section A Total						\$ 15,207.66	\$ 15,587.85	\$ 16,211.37	\$ 16,697.71		

Section B - Facility Grounds											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0% increase	FY2024 Addendum #2	3.0% increase	FY2025 Addendum #3
20	City Hall	216 W. Sealy St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
21	Vacant Lot (near chamber bldg.)	W.Willis St @ Hardie St	\$ 20.84	30	\$ 625.20	\$ 15.63	\$ 640.83	\$ 25.63	\$ 666.46	\$ 19.99	\$ 686.46
22	Library	105 S. Gordon St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
23	Senior Citizen Center	309 W. Sealy St	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
24	Museum	302 W. Sealy St.	\$ 20.84	30	\$ 625.20	\$ 15.63	\$ 640.83	\$ 25.63	\$ 666.46	\$ 19.99	\$ 686.46
25	Public Service Facility	1100 W. Hwy 6	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 125.08	30	\$ 3,732.40	\$ 93.31	\$ 3,825.71	\$ 153.03	\$ 3,978.74	\$ 119.36	\$ 4,098.10
27	Alvin Police Department	1500 S. Gordon St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
28	Bob Owen Pool	919 Bayou Dr.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14

29	Girl Scout House Lot	1006 W. Adoue St.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
30	American Legion Lot	206 S. Durant St	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
31	COA Facility with over-flow parki	302 W. House St./407 W. House St	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
32	Fire Station #2	110 Medic Lane	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
33	Fire Station #3	2700 FM 1462	\$ 62.54	30	\$ 1,876.20	\$ 46.91	\$ 1,923.11	\$ 76.92	\$ 2,000.03	\$ 60.00	\$ 2,060.03
34	COA Facility	709 E. House St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
35	Park-N-Ride	1755 Steel Rd.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
36	Fire Training Field	7100 CR 160	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
37	Dyche Lane Property	800 Dyche Lane	\$ 83.39	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
40	Fire Station / EMS	801 E. South Street	\$ 125.08	30	\$ 3,252.40	\$ 81.31	\$ 3,333.71	\$ 133.35	\$ 3,467.06	\$ 104.01	\$ 3,571.07
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 41.69	30	\$ 1,258.80	\$ 31.47	\$ 1,290.27	\$ 51.61	\$ 1,341.88	\$ 40.26	\$ 1,382.14
42	APD Shooting Range	200 Depot Centre Blvd.	\$ 83.39	30	\$ 2,701.70	\$ 67.54	\$ 2,769.24	\$ 110.77	\$ 2,880.01	\$ 86.40	\$ 2,966.41
43	Durant Detention Pond	Durant & South Street	\$ 125.08	30	\$ 3,252.40	\$ 81.31	\$ 3,333.71	\$ 133.35	\$ 3,467.06	\$ 104.01	\$ 3,571.07
44	Kost Detention Pond	Kost & South Street	\$ 175.00	30	\$ 5,250.00	\$ 131.25	\$ 5,381.25	\$ 215.25	\$ 5,596.50	\$ 167.90	\$ 5,764.40
45	Waste Water Treatment	4238 CR 160	\$ 83.39	30	\$ 2,501.70	\$ 62.54	\$ 2,564.24	\$ 102.57	\$ 2,666.81	\$ 80.00	\$ 2,746.82
	Recreation Center	3201 Hwy 35	\$ 1,125.00	30					\$ 31,500.00	\$ -	\$ 33,750.00
Section B Total			\$ 52,215.40				\$ 55,265.03		\$ 88,975.63		\$ 92,949.90

Section C - City Entrances											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0% increase	FY 2024 Addendum #2	3.0% increase	FY2025 Addendum #3
46	North entrance sign area	Southbound Bypass 35	\$ 83.39	39	\$ 3,251.21	\$ 81.28	\$ 3,332.49	\$ 133.30	\$ 3,465.79	\$ 103.97	\$ 3,569.76
47	South entrance sign area #1	Northbound Bypass 35	\$ 83.39	39	\$ 3,251.21	\$ 81.28	\$ 3,332.49	\$ 133.30	\$ 3,465.79	\$ 103.97	\$ 3,569.76
48	South entrance Area #2	Northbound Bypass 35	\$ 250.00	12	\$ 3,000.00	\$ 75.00	\$ 3,075.00	\$ 123.00	\$ 3,198.00	\$ 95.94	\$ 3,293.94
49	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 41.69	39	\$ 1,639.55	\$ 40.99	\$ 1,680.54	\$ 67.22	\$ 1,747.76	\$ 52.43	\$ 1,800.19
50	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 41.69	39	\$ 1,639.55	\$ 40.99	\$ 1,680.54	\$ 67.22	\$ 1,747.76	\$ 52.43	\$ 1,800.19
Section C Total			\$ 12,783.55				\$ 13,101.06		\$ 13,625.10		\$ 14,033.85

Section D - Public Parks											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	2.5% increase	FY 2023 Price	4.0 % increase	FY 2024 Addendum #2	3.0% increase	FY2025 Addendum #3
51	Ruben Adame	801 Shaw St.	\$ 41.69	39	\$ 1,625.91	\$ 40.65	\$ 1,666.56	\$ 66.66	\$ 1,733.22	\$ 52.00	\$ 1,785.22
52	Newman Park	1200 Newman St.	\$ 83.39	39	\$ 3,252.21	\$ 81.31	\$ 3,333.52	\$ 133.34	\$ 3,466.86	\$ 104.01	\$ 3,570.86
53	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 20.89	39	\$ 814.71	\$ 20.37	\$ 835.08	\$ 33.40	\$ 868.48	\$ 26.05	\$ 894.54
54	Sealy Park	206 S. Durant St.	\$ 62.54	39	\$ 2,439.06	\$ 60.98	\$ 2,500.04	\$ 100.00	\$ 2,600.04	\$ 78.00	\$ 2,678.04
55	Prairie Dog Park	575 E. Hathaway	\$ 41.69	39	\$ 1,625.91	\$ 40.65	\$ 1,666.56	\$ 66.66	\$ 1,733.22	\$ 52.00	\$ 1,785.22
56	National Oak Park	118 S. Magnolia St.	\$ 125.08	39	\$ 4,878.12	\$ 121.95	\$ 5,000.07	\$ 200.00	\$ 5,200.08	\$ 156.00	\$ 5,356.08

57	Lion's Park	1060 College Dr	\$ 208.47	39	\$ 8,130.52	\$ 203.26	\$ 8,333.78	\$ 333.35	\$ 8,667.13	\$ 260.01	\$ 8,927.15
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 291.86	39	\$ 11,382.54	\$ 284.56	\$ 11,667.10	\$ 466.68	\$ 12,133.79	\$ 364.01	\$ 12,497.80
Section D Total			\$ 34,148.44				\$ 35,002.70		\$ 36,402.81		\$ 37,494.90
GRAND TOTAL			\$ 114,355.05				\$ 118,956.64		\$ 155,214.91	(incl Rec. Center)	\$ 161,176.35

LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590



DATE: 4/29/2024

DAN KELINSKE

City of Alvin

Dept. of Parks and Recreation

This Letter of Intent is to Notify you of my intent to continue the current contract #b-21-11 between LTS Lawncare and the City of Alvin, Fiscal Year 25- October 1, 2024 through September 30, 2025

request price increase of 3.0 %

Note: current pricing on Recreation Center is not to be included in 3.0% increase.

I hope that our service continues to meet and exceeds your expectations.

Thank You,

Larry Dietrich

Recorded
From
Envelope
4/20/21
9:57am
TM



ORIGINAL

Bidder Must Fill In & Sign

Name of Firm, Company

LT'S LAWN CARE

Agent's Name

LARRY DIETRICH

Agent's Title

OWNER

Mailing Address

P.O. Box 314

City

ALVIN

State

TX

Zip

77512

Telephone

281-433-2590

Fax No.

Email address:

[REDACTED]

[Signature]

AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES

BID NUMBER: B-21-11

BID SUBMITTAL DATE: April 20, 2021

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES SERVICES OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION			TOTAL
1	MANICURED MOWING CONTRACT, per attached Specifications.			
1	SECTION A: Manicured Mowing for Lift Stations, Water Wells and Water Towers			\$ 15207.66
2	SECTION B: Manicured Mowing and Flowerbed maintenance for Facility Grounds			\$ 52215.40
3	SECTION C: Manicured Mowing and Flowerbed maintenance for City Entrances			\$ 12783.55
4	SECTION D: Manicured Mowing for Parks/Cemetery			\$ 34148.98
	GRAND TOTAL			\$ 114355.59

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

month.

April 1 through September 30: **SECTION A** growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. **SECTION B** growth will be cut when height reaches four (4) inches or every ten (10) days, whichever comes first, or as directed by the City Representative. **SECTION C and D** growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative. Excluding the alternate location #48, which will be "rough cut" within the same period each month.

Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles.

Pruning and/or trimming of shrubs and low laying limbs of trees, weeding and turning flowerbed soil/mulch will be conducted on a quarterly basis, four (4) times per twelve (12) month period.

FACILITIES: The areas to be mowed are categorized by names, addresses and exhibits (if any), as listed.

SECTION A
Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
1	LS 8	2580 Koster St.	\$ 20.97	26	\$ 545.22
2	LS 14	205 E. Old Galveston Rd.	\$ 41.96	26	\$ 1083.94
3	LS 23 B	1823 Steel Rd.	\$ 41.96	26	\$ 1083.94
4	LS 26	2490 Rowan Burton South & CR 178	\$ 20.97	26	\$ 545.22
5	LS 28	2690 West Dumble St.	\$ 41.96	26	\$ 1083.94
6	LS 29	1920 Callaway	\$ 41.96	26	\$ 1083.94
7	LS 30	1587 S. Hwy 35	\$ 20.97	26	\$ 545.22
8	LS 31	1075 FM 1462	\$ 20.97	26	\$ 545.22
9	LS 33	Bypass 35	\$ 20.97	26	\$ 545.22
10	LS 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 20.97	26	\$ 545.22
11	LS 43	1846 FM 528	\$ 41.96	26	\$ 1083.94
12	Water Well #3	1080 W. Snyder	\$ 20.97	26	\$ 545.22
13	Water Well #4	300 S. Durant	\$ 20.97	26	\$ 545.22
14	Water Well #6	1050 Heights Rd	\$ 20.97	26	\$ 545.22
15	Water Well #7	1060 Heights Rd	\$ 41.96	26	\$ 1083.94
16	Water Well #8	380 W. Willis St.	\$ 20.97	26	\$ 545.22
17	Water Tower	650 Dyche Lane	\$ 41.96	26	\$ 1083.94
18	Water Tower	707 Verhalen	\$ 41.96	26	\$ 1083.94
19	Water Tower	N. Bypass 35	\$ 41.96	26	\$ 1083.94

Section A TOTAL: \$ 15,207.66

SECTION B
Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
20	City Hall	216 W. Sealy St.	\$ 83.39	30	\$ 2501.70
21	Vacant Lot (near Chamber)	W. Willis St. @ Hardie St.	\$ 20.84	30	\$ 625.20
22	Library	105 S. Gordon St	\$ 41.69	30	\$ 1250.80
23	Senior Citizens Center	309 W. Sealy St.	\$ 41.69	30	\$ 1250.80
24	Museum	302 W. Sealy St.	\$ 20.84	30	\$ 625.20
25	Public Services Facility	1100 W. Hwy 6	\$ 83.39	30	\$ 2501.70
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 125.08	30	\$ 3752.40
27	Alvin Police Dept.	1500 S. Gordon St	\$ 83.39	30	\$ 2501.70
28	Bob S. Owen Pool	919 Bayou Dr.	\$ 41.69	30	\$ 1250.80
29	Girl Scout House Lot	1006 W. Adoue St.	\$ 83.39	30	\$ 2501.70
30	American Legion Lot	206 S. Durant St.	\$ 83.39	30	\$ 2501.70
31	COA Facility with over-flow parking lot	302 W. House St / 407 W. House St.	\$ 41.69	30	\$ 1250.80
32	Fire Station #2	110 Medic Lane	\$ 41.69	30	\$ 1250.80
33	Fire Station #3	2700 FM 1462	\$ 62.54	30	\$ 1876.20
34	COA Facility	709 E. House St.	\$ 41.69	30	\$ 1250.80
35	Park-N-Ride	1755 Steele Rd	\$ 41.69	30	\$ 1250.80
36	Fire Training Field	7100 CR 160	\$ 83.39	30	\$ 2501.70
37	Dyche Ln property/PSF#2	800 Dyche Lane	\$ 83.39	30	\$ 2501.70
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 41.69	30	\$ 1250.80
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 83.39	30	\$ 2501.70
40	Fire Station/EMS	801 E. South Street	\$ 125.08	30	\$ 3752.40
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 41.69	30	\$ 1250.80
42	APD Shooting Range		\$ 83.39	30	\$ 2501.70
43	Durant Detention Pond	Durant & South Street	\$ 125.08	30	\$ 3752.40
44	Kost Detention Pond	Kost & South Street	\$ 175.00	30	\$ 5250.00
45	Waste Water Treatment	4238 CR 160	\$ 83.39	30	\$ 2501.70

Section B TOTAL: \$ 52215.40

SECTION C
City Entrances

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
46	North entrance sign area	Southbound Bypass 35	\$ 83.39	39	\$ 3251.21
47	South entrance sign area #1	Northbound Bypass 35	\$ 83.39	39	\$ 3251.21
48	South entrance Area #2	Northbound Bypass 35	\$ 250.00	12	\$ 3000.00
59	Welcome to Alvin sign	Hwy 6 at Gordon St.	\$ 41.69	39	\$ 1639.55
50	Welcome to Alvin sign	Hwy 6 from Manvel	\$ 41.69	39	\$ 1639.55

Section C TOTAL: \$ 12783.55

SECTION D
Public Parks

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
51	Ruben Adame	801 Shaw St.	\$ 41.69	39	\$ 1625.91
52	Newman Park	1200 Newman St.	\$ 83.39	39	\$ 3252.21
53	Citizens Park	Gordon St. @ Depot Centre Blvd	\$ 20.89	39	\$ 814.71
54	Sealy Park	206 S. Durant St.	\$ 62.54	39	\$ 2439.06
55	Prairie Dog Park	575 E. Hathaway	\$ 41.69	39	\$ 1625.91
56	National Oak Park	118 S. Magnolia St.	\$ 125.08	39	\$ 4788.12 (4878.12)
57	Lion's Park	1060 College Drive	\$ 208.47	39	\$ 8130.52
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 291.86	39	\$ 11382.54

Section D TOTAL: \$ 34148.44

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

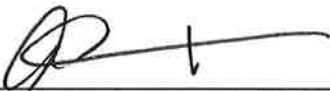
- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that LTS LAWN CARE is a **resident** bidder of Texas.
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature 

Print Name A.L. (LARRY) DIETRICH

I certify that _____ is a **non-resident** bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code, and our principal place of business is _____.

(City and State)

Signature _____

Print Name _____

ATTACHMENT A
REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: CITY OF LIVERPOOL

Address: 8901 CR 171

Contact Person: MAYOR - BILL STRICKLAND.

Telephone: (981) 581- 2223

Email: bstrickland@CITYOFLIVERPOOLTexas.com

Product Purchased by Reference: LAWN CARE

Company Name: SAVANNAH PLANTATION POA - CASEY/HOLDCLAW

Address: SCRATON RIDGE DR.

Contact Person: CASEY HOLDCLAW

Telephone: (281) 798-0641

Email: _____

Product Purchased by Reference: LAWN CARE

Company Name: CITY OF MANVEL

Address: 20025 HIGHWAY 6 , MANVEL, TX

Contact Person: ROBBIE (STREETS DEPT)

Telephone: (281) 489-0630

Email: _____

Product Purchased by Reference: _____



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$56,252.65; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: This is the second of two manicured mowing agreements, originally approved in the amount of \$54,614.22 with LTS Lawncare by City Council on April 21, 2022, utilizing the public bid process, Bid# B-22-05. The first year of service began October 1, 2022, and will end September 30, 2023. Addendum No. 1 was the first of up to three one (1) year renewal options, which began October 1, 2023, and will end September 30, 2024. Addendum No. 2 is the second of up to three one (1) year renewal options, which would begin October 1, 2024, and end September 30, 2024.

Service Year	Proposal
FY25 (2nd one year renewal option - Addendum 2)	\$56,252.65 (3%)
FY24 (1st one year renewal option - Addendum 1)	\$54,614.22
FY23 (Initial Award)	\$54,614.22

The 3% proposed increase for FY25 is below the consumer price index for all urban users. Staff recommends approval of Addendum No. 2 allowed in the manicured mowing agreement in the amount of \$56,252.65 with LTS Lawncare as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$56,252.65 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/25/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/29/24

Supporting documents attached:

1. Manicured Mowing; LTS Lawncare; Addendum No 2; 2024-2025
2. B-22-05 LTS Addendum 2 Cost per location
3. B-22-05 LTS Letter of Intent Addendum 2

Recommendation: Move to approve Addendum No. 2 for manicured mowing services to LTS Lawncre for mowing services of select parkland and other city-owned property and State Right of Way, in an amount not to exceed \$56,252.65; and authorize the City Manager to sign the Addendum 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

ADDENDUM NO. 2
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 2 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 2”) 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 LTS Lawncare (“LTS”).

WHEREAS, on April 21, 2022, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for lawn services of select parkland and other City owned property and State Right of Way (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

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

WHEREAS, the City and LTS Lawncare entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Addendum No. 2 includes a price increase of five and one-half (5.5%) percent. (See LTS Lawncare’s letter attached as Exhibit “A”); and

WHEREAS, the City and LTS desire to extend the term of the Agreement for the second of three (3) additional one (1) year extensions, ending September 30, 2025

WITNESSETH:

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

I.

The original Agreement entered into between the City and LTS Lawncare is extended for an additional year, ending September 30, 2025.

II.

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

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 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. 2 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LTS LAWNCARE

CITY OF ALVIN, TEXAS

BY: _____
Larry Dietrich, President

BY: _____
Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____
Name: _____
Title: _____

BY: _____
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____
Suzanne L. Hanneman
City Attorney

B-22-05 Manicured Mowing Service Bid Submittals									
BID SUBMITTAL # 2 / LTS									
Section A - Public Parks and Right of Way (ROW)									
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	0% increase	FY2025 Addendum #1	3.00%	FY2025 Addendum #2
1	Pearson Park	2200 Westpark Dr.	\$ 477.50	39	\$ 18,622.55	\$ -	\$ 18,622.55	\$ 558.68	\$ 19,181.23
2	Morgan Park	1500 W. South St.	\$ 238.75	39	\$ 9,311.28	\$ -	\$ 9,311.28	\$ 279.34	\$ 9,590.62
3	Hugh Adams Park	3502 Mustang Rd.	\$ 119.38	39	\$ 4,655.64	\$ -	\$ 4,655.64	\$ 139.67	\$ 4,795.31
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 238.75	39	\$ 9,311.28	\$ -	\$ 9,311.28	\$ 279.34	\$ 9,590.62
6	Hike and Bike Trail	Adoue St. to South St.	\$ 59.69	39	\$ 2,327.82	\$ -	\$ 2,327.82	\$ 69.83	\$ 2,397.65
7	Right of Way	Gordon St. Bridge	\$ 119.38	39	\$ 4,655.64	\$ -	\$ 4,655.64	\$ 139.67	\$ 4,795.31
Section A Total									\$ 50,350.74
Section B - Facility Grounds									
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	0% increase	FY2025 Addendum #1	3.00%	FY2025 Addendum #2
7	Trust Property #1	3404 Hummingbird	\$ 59.69	24	\$ 1,432.50	\$ -	\$ 1,432.50	\$ 42.98	\$ 1,475.48
8	Trust Property #2	1409 W. Talmadge	\$ 59.69	24	\$ 1,432.50	\$ -	\$ 1,432.50	\$ 42.98	\$ 1,475.48
9	Marina Park	Behind Bowling Alley	\$ 119.38	24	\$ 2,865.01	\$ -	\$ 2,865.01	\$ 85.95	\$ 2,950.96
Section B Total									\$ 5,901.91
GRAND TOTAL							\$ 54,614.22		\$ 56,252.65

LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590



DATE: 4/29/2024

DAN KELINSKE

City of Alvin

Dept. of Parks and Recreation

This Letter of Intent is to Notify you of my intent to continue the current contract #b-22-05 between LTS Lawncare and the City of Alvin, Fiscal Year 25- October 1, 2024 through September 30, 2025

request price increase of 3.0 %

I hope that our service continues to meet and exceeds your expectations.

Thank You,

Larry Dietrich



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in an amount not to exceed \$82,772; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Contract/Agreement

Summary: This agreement was originally approved in the amount of \$82,772.00 with Horticare Landscape Management by City Council on August 3, 2023, utilizing the public request for pricing, RFP 23-04. The first year of service began August 3, 2023, and will end September 30, 2024. Addendum No. 1 is the first of three one (1) year renewal options, which would begin October 1, 2024, and end September 30, 2025.

At the March 7, 2023, budget workshop, City Council directed staff to focus on better servicing the exterior of city properties, in particular landscaping. Thereafter, on March 16, 2023, City Council adopted Ordinance 23-E which expanded the use of funds received in the Tree Preservation Fund to be used for beautification activities in the form of landscaping and landscaping maintenance, which was used to fund the first year of this agreement. Thereafter, staff would include the cost of landscape maintenance service agreement within the facility maintenance fund budget.

This addendum is the first of up to three, one-year renewals allowed per the agreement, having an effective date October 1, 2024, to September 30, 2025.

Staff recommends approval of Addendum No. 1 allowed in the landscape maintenance service agreement in the amount of \$82,772.00 with Horticare Landscape Management as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$82,772.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/29/24

Supporting documents attached:

1. Landscaping; Horticare; Addendum No. 1; 2024-2025
 2. Landscaping; Horticare; Letter of Intent; 2024-2025
-

3. Landscaping; Horticare; 2023

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in an amount not to exceed \$82,772; and authorize the City Manager to sign the Addendum 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

ADDENDUM NO. 1
TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the _____ day of _____, 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2025; and

WITNESSETH:

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

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2025.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

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

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

**HORTICARE LANDSCAPE
MANAGEMENT**

CITY OF ALVIN, TEXAS

By: _____
George Zagorianos

By: _____
Junru Roland, City Manager

Printed Name & Title:

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

April 10, 2024

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2024-9/30/2025.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management



**NOTICE
REQUEST FOR PROPOSALS**

LANDSCAPE MAINTENANCE

I. Request for Proposal:

- A. The City of Alvin is accepting sealed competitive proposals from qualified professional companies to provide for City owned or maintained Parks, Facility Grounds and Rights of Way.
- B. Interested firms are invited to submit their qualifications for consideration. The submittal shall contain, at a minimum, the information included in this Request for Proposals.
- C. Staff will evaluate the submittals. If necessary, a shortlist of firms will be notified for follow-up interviews.
- D. The City of Alvin reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin and reserves the rights to negotiate with any or all firms submitting proposals.

Dan Kelinske
Parks and Recreation Director

INSTRUCTIONS/INFORMATION TO PROSPECTIVE CONTRACTORS

1. **EXAMINATION OF REQUEST FOR PROPOSALS:** A copy of this Request for Proposal will be available on the City's website, www.alvin-tx.gov.

2. **PROPOSAL SUBMISSION:** Proposals shall be complete and submitted in a sealed envelope to:

Alvin City Hall

Attn: City Secretary

216 West Sealy, Alvin, Texas 77511

Submittals must be received by Tuesday, July 11, 2023 at 2:00p.m. and clearly labeled
"LANDSCAPE MAINTENANCE"

3. **PREPARATION OF PROPOSALS:** All proposals for the work shall be made only on the Proposal/Specifications form attached to this Request for Proposals and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, additions, conditional or alternate bids, or that contain irregularities of any kind may be rejected. Bidders are required to provide a minimum of two references for similar types of work on a separate sheet of paper attached to their proposal. Bidders are advised to carefully review the Specifications and attach with their proposal the additional items required.
4. **ALTERNATE / MULTIPLE PROPOSALS:** It is not the desire or intent of the City to eliminate or exclude any company from submitting a proposal because of minor deviations, or changes that may be deemed an improvement to the level of service provided.

The City shall be the sole and final judge, unequivocally, as to whether any substitute is of an equivalent or better quality or is necessary for providing and maintaining satisfactory preventive maintenance and repair for the equipment referenced herein.

5. **BASIS OF AWARD:** The City of Alvin is seeking a qualified company for Landscape Maintenance for City owned or maintained flowerbeds. **The successful bidder shall provide: demonstrated competence in horticulture, fixed price quotations per bidding instructions, and Item #9 Qualifications of Proposing Contractor, below.** The contract is renewed annually for a maximum of no more than three (3) consecutive renewals. Generally, the contract award shall be made to the qualified bidder based on the best combination of overall lowest rates and level of service, as determined by the City to provide the best combination of price and value to the City. Other factors such as quality and quantity of work will also be considered when awarding the contract.

The City of Alvin reserves the right to reject or accept any proposal, in whole or part, or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin.

6. **INSURANCE:** The selected contractor shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:
 - a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement;
 - b. Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;

- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- d. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

Certificates evidencing such insurance shall be furnished to the City prior to the selected contractor commencing the work. Companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

- 7. **INDEMNIFICATION:** If this Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.
- 8. **COMPLIANCE WITH LAWS:** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
- 9. **QUALIFICATIONS OF PROPOSING CONTRACTOR:** The prospective Contractor must be satisfactory to the City in experience, length of time in business, reliability, and demonstrated ability to provide the services required by the specifications. The contractor must satisfy the following requirements:
 - a. Maintain a permanent place of business;
 - b. Have adequately trained personnel and equipment to perform the services in an expeditious and competent manner;
 - c. Have satisfactorily furnished services of similar size and scope for a period of at least twelve (12) months; and
 - d. Provide no less than two (2) references for services of similar size and scope.
- 10. **EXECUTION OF CONTRACT/CONTRACTOR STATUS:** The successful Contractor shall execute the Contract in accordance with the Instructions/Information to Prospective Contractors document, and the Proposal/Specifications document as accepted by the City and furnish the necessary insurance certificates upon execution of the contract.
- 11. **TERM OF THE CONTRACT:** The term of this Contract shall be one year, commencing on _____, 2023, and ending at midnight on September 30, 2024. The City of Alvin will have the option to renew these services for three (3) additional one-year periods upon mutual consent and agreement of both parties at least ninety (90) days prior to the expiration of the service Contract.
- 12. **INVOICE/PAYMENT:** Invoices shall be submitted to the City of Alvin Parks and Recreation Department, 216 West Sealy, Alvin, Texas 77511.
- 13. **TAX EXEMPTION:** The City of Alvin is a municipal corporation and is exempt from applicable State and local taxes on the purchase and delivery of supplies directly to the City.

14. **CANCELLATION:** The City of Alvin reserves the right to terminate the services at any time during the term of the Contract upon receipt of a 30-day written notice to the Contractor.
15. **DEFAULT:** In the case of default of the Contractor, the City reserves the right to terminate the Contract and purchase similar services in the open market, charging against the Contractor any excess costs the City incurs thereby.
16. **QUESTIONS:** All questions must be submitted in writing, via e-mail to Dan Kelinske, Parks and Recreation Director, DLKelinske@cityofalvin.com no less than two (2) business days prior to the scheduled due date of the response.

PROPOSAL/SPECIFICATIONS

Name of Contractor Horticare Landscape Management ("Contractor")

Principal Business Address 2717 FM 517 Rd. Alvin, Tx 77511

Contact Person George Zagorianos Phone Number 281-554-5273

Date 7/11/2023 Email Address george@horticarelawn.com

The undersigned is authorized to execute this Proposal to the City of Alvin and to bind the Contractor to its terms and conditions.

Signature of Officer, Partner, or Sole Proprietor *George Zagorianos*

Print Name and Title George Zagorianos

Name of Certified Arborist(s) providing oversight Justin Estopinal

- Include copies of certification(s)

This area intentionally left blank

This Proposal/Specifications document, inclusive of the Instructions/Information to Prospective Contractors, when accepted and signed by an authorized signatory of the City of Alvin, shall become a contract binding upon the City and the Contractor.

SCOPE OF SERVICES:

Successful bidder shall maintain, monthly, a total of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations. Maintenance shall include turning mulch, removing invasive weeds, vines, and grasses, adding mulch, removing, and replacing purposefully planted dead, diseased, dying, or damaged plants and shrubs with alike or City approved plantings.

The quote will also include seasonal plantings twice per year, within the months of April and October. Seasonal plantings shall include:

- flowers selected from the provided list, with substitutions pre-approved by the Operations Manager
- a minimum of 4 different varieties of flowers
- applying preventative measures of insecticides/herbicides and fertilizer
- mulch of good quality and color
- soil which promotes flower growth

Duties Per Location

- Monthly
 - o Turn/add mulch & soil as necessary
 - o Replacement of dead or dying (plants, shrubs, flowers, etc...)
 - o Remove unwanted weeds, grasses, vines, etc.
- Semi-Annually (April & October)
 - o Seasonal planting

▪ See Landscaping Plan for Nature Observation Area @ National Oak Park

Preferred Planting List	
Spring	Fall
Snap Dragons	Chrysanthemum
Dahlias (dwarf varieties)	Gerber Daisies
Angelonia	Butter Cups
Celosia	Alyssum
Geraniums	Pansies
Begonias	Cocks Comb-Celosia
Impatiens	Aster
Larkspur or Delphinium	Dianthus
Petunias	Croton
Dianthus	Ornamental Peppers
Salvia	Violas
Alyssum	Dusty Miller "Cirrus"
Calibrachoa	Black-eyed Susan's
Verbena	Petunias
Fox Gloves	
Gerber Daisies	
Periwinkles	
Morning Glory	

Facilities

Site	Size (approximate)	Cost
1. City Hall 216 W. Sealy Street	Irrigated	
- Perimeter of building & pathways	1,800 sq feet	\$ 10,000
- Circular planter	400 sq feet	\$ 2,224
Total		\$ 12,224
2. Museum 302 W. Sealy Street	Irrigated	
- Two flowerbeds	156 sq feet	\$ 900
- Two planter pots	n/a	\$ 450
Total		\$ 1,800
3. Senior Center 309 W. Sealy Street	Irrigated	
- North, East & West side of building & along pathway	800 sq feet	\$ 4,448
- North rectangular bed	250 sq feet	\$ 1,400
- Two planter pots	n/a	\$ 450
Total		\$ 6,298
4. Train Depot 200 Depot Centre Blvd	Irrigated	
- South side of building	800 sq feet	\$ 4,448
- East rectangular bed	100 sq feet	\$ 560
- 5 rectangular beds	2,000 sq feet	\$ 11,112
- South side of clock tower	100 sq feet	\$ 560
Total		\$ 16,680
5. Public Service Facility 1100 W. Highway 6	Irrigated	
- South side of building	700 sq feet	\$ 3,900
Total		\$ 3,900
6. Recreation Station 302 W. House St.	Irrigated	
- South side of building	200 sq feet	\$ 1,120
Total		\$ 1,120
7. Police Department 1500 S. Gordon St.	Irrigated	
- Southeast side of building	900 sq feet	\$ 5,000
Total		\$ 5,000
8. Animal Adoption Center 550 W. Hwy 6	Irrigated	
- Northside of building	800 sq feet	\$ 4,448
Total		\$ 4,448

Parks

Site	Size (approximate)	Cost
1. National Oak Park 118 Magnolia St.	Irrigated	
- Nature Observation Area, all 4 beds	600 sq feet	\$ 3,335
- Skate Park, 2 flowerbeds	200 sq feet	\$ 1,115
Total		\$ 4,450
2. Ruben Adame Park 801 Shaw St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 2,225
Total		\$ 2,225
3. Newman Park 1200 Newman St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 1,115
Total		\$ 1,115
4. Lions Park 1060 College Drive	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560
5. Sealy Park	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560

Other Locations

Site	Size (approximate)	Cost
1. Entry Sign Southeast Corner Gordon & Hwy 6	Irrigated	
- 1 rectangular flowerbed	1500 sq feet	\$ 8,340
Total		\$ 8,340
2. Entry Sign W. Highway 6 (from Manvel)	NOT Irrigated	
- 1 rectangular flowerbed	800 sq feet	\$ 4,448
Total		\$ 4,448
3. Depot Sign @ Gordon & W. Willis	Irrigated	
- 1 rectangular flowerbed	300 sq feet	\$ 1,680
Total		\$ 1,680
4. Gordon Street Bridge	Irrigated	
- 4 rectangular flowerbeds @ 100 sq ft ea	400 sq feet	\$ 2,224
Total		\$ 2,224
5. Downtown Parking Lot @ W. Sealy & Gordon St.	NOT Irrigated	
- 8 rectangular flowerbeds @ 40 sq ft ea	320 sq feet	\$ 1,800
6. Corner of W. Willis St. & N. Gordon St.	Irrigated	
- 2 rectangular flowerbeds @ 350 sq ft ea	700 sq feet	\$ 3,900
Total		\$ 5,700

City of Alvin LANDSCAPE MAINTENANCE PROPOSAL FORM

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the City of

Alvin Landscape Maintenance, hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to provide these services in a safe and efficient manner, in accordance with aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of this proposal.

Notes:

Authorized Contractor Representative (printed): George Zagorianos

Signature: George Zagorianos

Date: 7/11/2023

Authorized City Representative

Signature:

Contract Approval Date:

JUNRU ROLAND
8-3-23



Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX 77511
281.554.5273
info@horticarelawn.com

To The City of Alvin,

Horticare Landscape Management, established in 2008, is a locally-owned and full-service landscape management company located in Alvin, Texas. Throughout the years, Horticare continues to provide the Greater Houston area with quality lawn and landscape management while specializing in delivering what every customer wants in their landscape: a site that is clean and aesthetically pleasing to visitors.

To highlight, Horticare's most prominent scope of work includes homeowners' associations, local government municipalities, commercial shopping centers, and industrial facilities. Currently, Horticare carries a staff of 42 full-time employees and manages a fleet of nine service trucks and counting.

We, at HLM, attribute the company's growth and longevity in this competitive market to our insistence on staying at the forefront of technology and to an unwavering commitment to customer service. At Horticare, we ensure our customers' sceneries are always immaculate by being well-informed of the absolute best practices; whether these be tried and true methods or at the forefront of landscape innovation. We take a deliberate and proactive approach to customer satisfaction through careful attention to detail and developing good working relationships with our patrons.

Your property is a direct reflection of your standards. With the proper design, consistent landscaping enhancement recommendations and maintenance, your property will convey the right first impression and reflect your standard of quality.

Our objective is to help you create and maintain landscape designs that leave a lasting image. We are responsive, proactive and seek to understand your specific needs and objectives. This is the key to our long-term success. Horticare Landscape Management owners, Evan and George, pride themselves on a meticulous eye to detail and excellence in customer service. We look forward to the possibility of working with the City of Alvin on this upcoming project and providing the City with the very best customer service there is to offer in the Greater Houston area.

Sincerely,

Evan Zagorianos
George Zagorianos
Horticare Landscape Management

Company References

Park Shadows HOA
University Park Dr.
Houston, TX 77058
Contact: Angela Creech
Phone: 832-864-1274

Canterbury Park HOA
Canterbury Park Dr.
Pearland, TX 77584
Contact: Betty Fiala
Phone: 346-266-8743

Massey Lakes HOA
Massey Lakes Blvd.
Pearland, TX 77584
Contact: Katie Paz
Phone: 281-947-8675



Company Certifications

George Zagorianos
Licensed Irrigator
LI0028475

Evan Zagorianos
Texas Certified Landscape Associate

Justin Estopinal
Certified Arborist (Consultant)
TX-4230A

Justin Mansfield
Commercial Applicator
0876983



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$220,340.40; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: This agreement with American Janitorial Services LTD was originally approved for the amount of \$140,976.00 by City Council on April 21, 2022, utilizing the public bid process, Bid # B-22-04. Addendum No. 1 was the first of up to three one-year renewal options which began October 1, 2023, and ended September 30, 2024. Amendment 1, adding the new Recreation Center, was approved by City Council on February 1, 2024, for an amount not to exceed \$38,456 for janitorial service from March 1 through September 30, 2024. Addendum No. 2 is the second of up to three one-year renewal options and includes the full year of janitorial service (\$77,204.00) at the Recreation Center location, which would begin October 1, 2024, and end September 30, 2025.

Service Year	Proposal
FY25 (2nd one year renewal option - Addendum 2)	\$220,340.40
FY24 (1st one year renewal option - Addendum 1)	\$143,136 + \$38,456 = \$181,592
FY23 (Initial Award)	\$140,976

Staff recommends approval of Addendum No. 2 as allowed in the Janitorial Services agreement in the amount of \$220,340.40 with American Janitorial Services as their performance continues to provide good value to the City of Alvin.

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

Account 616-8003-00-3270 **Amount:** \$220,340.40 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/25/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/29/24

Supporting documents attached:

1. Janitorial Services; AJS Addendum No 2; 2024-2025
2. Janitorial Services; AJS Addendum 2; 2024-25; Cost per location
3. Janitorial Services; AJS; Amendment Adding Recreation Center

4. Janitorial Services; AJS; Addendum No 1; 2023-2024

Recommendation: Move to approve Addendum No. 2 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$220,340.40; and authorize the City Manager to sign the Addendum 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

ADDENDUM NO. 2
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Addendum No. 2 to the City of Alvin Janitorial Agreement (“Addendum No. 1”) is made on this _____ day of _____ 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and American Janitorial Services, Ltd. (the “Contractor”).

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services to the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2023;

WHEREAS, Section III of the Agreement states that renewal shall be upon mutual consent of the parties and requires approval of the governing body. (See American Janitorial Services’ letter attached as Exhibit “A”);

WHEREAS, the City and American Janitorial Services entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024;

WHEREAS, the City and American Janitorial entered into Amendment #1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA) 3201 Highway 35 into the grounds maintenance inventory;

WHEREAS, the City and American Janitorial Services, Ltd. desire to extend the term of the Agreement for the second of three one (1) year extensions ending September 30, 2025; and

WITNESSETH:

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

I.

The original Agreement entered into between the City and American Janitorial Services is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement and Amendment No. 1, which includes the additional pricing and frequency of the Recreation Center.

II.

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

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

CITY OF ALVIN, TEXAS

By: _____

By: _____

Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

By: _____

Name:

Dixie Roberts, City Secretary

Title:

APPROVED AS TO FORM:

By: _____

Suzanne L. Hanneman
City Attorney

B-22-04 Janitorial Services Contract									
BID SUBMITTAL # 3 / American Janitorial Services LTD									
Locations - Daily Cleaning									
Item No.	Name	Address	Janitorial Services per Month	Supply Cost per Month	Estimated Annual Subtotal this item	Janitorial Services 0% Increase	FY24 Addendum #1	Janitorial Services 0% Increase	FY24 Addendum #2
1	City Hall	216 W. Sealy Street	\$ 950.00	\$ 250.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
2	Public Services Facility	1100 W. Highway 6	\$ 925.00	\$ 150.00	\$ 12,900.00	\$ -	\$ 12,900.00	\$ -	\$ 12,900.00
3	Library	105 S. Gordon St.	\$ 1,150.00	\$ 240.00	\$ 16,680.00	\$ -	\$ 16,680.00	\$ -	\$ 16,680.00
4	Senior Citizen Facility	309 W. Sealy St.	\$ 800.00	\$ 100.00	\$ 10,800.00	\$ 2,160.00	\$ 12,960.00	\$ -	\$ 12,960.00
5	Museum	302 W. Sealy St.	\$ 540.00	\$ 100.00	\$ 7,680.00	\$ -	\$ 7,680.00	\$ -	\$ 7,680.00
6	Convention & Visitors Bureau	200 Depot Centre Blvd	\$ 100.00	\$ 65.00	\$ 1,980.00	\$ -	\$ 1,980.00	\$ -	\$ 1,980.00
13	National Oak Park Restrooms	118 S. Magnolia	\$ 775.00	\$ 150.00	\$ 11,100.00	\$ -	\$ 11,100.00	\$ -	\$ 11,100.00
15	Police Department	1500 N. Gordon St.	\$ 1,528.00	\$ 150.00	\$ 20,136.00	\$ -	\$ 20,136.00	\$ -	\$ 20,136.00
16	Alvin Animal Adoption Center	550 Highway 6	\$ 670.00	\$ 95.00	\$ 9,180.00	\$ -	\$ 9,180.00	\$ -	\$ 9,180.00
17	Public Services Facility #2	800 Dyche Lane	\$ 325.00	\$ 40.00	\$ 4,380.00	\$ -	\$ 4,380.00	\$ -	\$ 4,380.00
18	Recreation Station	302 W. House St.	\$ 425.00	\$ 50.00	\$ 5,700.00	\$ -	\$ 5,700.00	\$ -	\$ 5,700.00
19	Fire/EMS Station #1	801 E. House St.	\$ 1,500.00	\$ 150.00	\$ 19,800.00	\$ -	\$ 19,800.00	\$ -	\$ 19,800.00
20	Fire Station #2	110 Medic Lane	\$ 150.00	\$ 50.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
21	Fire Station #3	2700 FM1462	\$ 260.00	\$ 60.00	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00
	Recreation Center	3201 Highway 35	\$ 5,493.70	\$ 940.00	\$ 77,204.40	\$ -	\$ 38,456.00	\$ -	\$ 77,204.40

Locations - Cleaning Per Request					
Item No.	Name	Address	Janitorial Services per Request	Supply Cost per Request	Subtotal this item
7	Portable Restroom	As Specified	\$ 120.00	\$ 26.00	\$ 146.00
8	Bob Briscoe Park Restrooms	3201 S. Highway 35	\$ 70.00	\$ 15.00	\$ 85.00
9	Lions Park Restrooms	1060 College Drive	\$ 83.00	\$ 15.00	\$ 98.00
10	Pearson Park Restrooms	2200 Westpark Drive	\$ 70.00	\$ 15.00	\$ 85.00
11	Morgan Park	1500 W. South St	\$ 70.00	\$ 15.00	\$ 85.00
12	Bob Owen Pool Restrooms	919 Bayou Dr.	\$ 70.00	\$ 15.00	\$ 85.00
14	Alvin Girl Scout House	1006 W. Adoue St.	\$ 115.00	\$ 70.00	\$ 185.00

TOTAL Annual (Daily Cleaning) \$ 140,976.00

\$ 181,592.00
(incl. Rec. Center)

\$ 220,340.40

AMENDMENT NO. 1

TO THE CITY OF ALVIN JANITORIAL SERVICES AGREEMENT

THIS Amendment No. 1 to the City of Alvin Janitorial Agreement ("Amendment No. 1") is made on this 1st day of February 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and American Janitorial Services, Ltd. (the "Contractor").

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services for the City of Alvin facilities (the "Agreement"); and

WHEREAS, this Agreement provided for a term ending on September 30, 2024; and

WHEREAS, the City and American Janitorial Services, Ltd. entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the cleaning for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$3,558.00 per month for janitorial cleaning of the Recreation Center for seven (7) days per week;
- 2) \$1,935.70 per month for daytime porter cleaning of the Recreation Center for (5) days per week (Monday – Friday) 6 hours per day;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and American Janitorial Services, Ltd. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 203-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

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

AMERICAN JANITORIAL SERVICES

By: Anni Greene
Anni Greene (Feb 5, 2024 17:16 CST)
Name: Anni Greene
Title: Partner

ATTEST/SEAL

By: Alany Martniez
Name: Alany Martinez
Title: Alany Martinez

CITY OF ALVIN, TEXAS

By: [Signature]
Junji Roland, City Manager

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney

American Janitorial; City of Alvin; Amendment Adding Recreation Center

Final Audit Report

2024-02-05

Created:	2024-02-05
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT5UXt1avYBkY_MoTOgKNC4LPCDUAhG2E

"American Janitorial; City of Alvin; Amendment Adding Recreation Center" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-02-05 - 9:38:31 PM GMT
-  Document emailed to operations@ajsltdservices.com for signature
2024-02-05 - 9:39:07 PM GMT
-  Email viewed by operations@ajsltdservices.com
2024-02-05 - 9:39:19 PM GMT
-  Signer operations@ajsltdservices.com entered name at signing as Anni Greene
2024-02-05 - 11:16:24 PM GMT
-  Document e-signed by Anni Greene (operations@ajsltdservices.com)
Signature Date: 2024-02-05 - 11:16:26 PM GMT - Time Source: server
-  Agreement completed.
2024-02-05 - 11:16:26 PM GMT

ADDENDUM NO. 1
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Janitorial Agreement ("Addendum No. 1") is made on this 4th day of May 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and American Janitorial Services, Ltd. (the "Contractor").

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services for the City of Alvin facilities (the "Agreement"); and

WHEREAS, this Agreement provided for a term ending on September 30, 2023;

WHEREAS, this Addendum No. 1 adds pricing and frequency of the cleaning for the Alvin Senior Center and the new "East End Restroom" at Pearson Park for the upcoming 2024 fiscal year as follows:

- 1) Alvin Senior Center cleaning will increase from 5 (five) days a week to 6 (six) days a week increasing from \$900.00 per month to \$1080.00 per month; and
- 2) The addition of the new "East End Restroom" at Pearson Park will be cleaned "upon request only" which will be \$85.00/per time.

WHEREAS, Section III of the Agreement states that renewal shall be upon mutual consent of the parties and requires approval of the governing body. (See American Janitorial Services' letter attached as Exhibit "A");

WHEREAS, the City and American Janitorial Services, Ltd. desire to extend the term of the Agreement for the first of three one (1) year extensions ending September 30, 2024.

WITNESSETH:

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

I.

The original Agreement entered into between the City and American Janitorial Services is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement and this Addendum No. 1, which includes the additional pricing and frequency of the Alvin Senior Center and the addition of the new "East End Restroom" at Pearson Park.

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 Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

By: Anni Greene
Anni Greene (May 15, 2023 17:08 CDT)

Name: Anni Greene

Title: Partner

ATTEST/SEAL

By: Victoria Castillo
Name:
Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Junru Roland, City Manager

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



• EXCELLENCE • INTEGRITY • RESPONSIVENESS

Mar 1, 2023

MS. Lori Pitts

City of Alvin- Parks & Recreation

Executive Secretary

281-388-4292

lpitts@cityofalvin.com

1100 W Hwy 6 Alvin TX 77511

www.alvin-tx.gov

Ms Lori Pitts,

This letter of intent is to renew the current contract #B-22-04 for the new fiscal year starting Oct 1, 2023 and ending September 30, 2024.

Upon request from City of Alvin, the following changes will be implemented:

- Senior Center cleaning going from 5 days a week to 6 days a week which will increase from \$900/month to \$1080/month
- Pearson Park will be adding a new restroom "East End Restroom" which is considered as "upon request only" cleaning which will be \$85/per time. Currently the "West End Restroom" is in the contract at \$85/per time "upon request".

There will be no price increase on the contract in place. If this is acceptable, please sign and return a copy of this letter as your agreement to the renewal.

We look forward to continuing our great working relationship.

_____ agrees to renew the janitorial services contract for city facilities with the new implementations stated above starting October 1, 2023 and ending September 30, 2024.

Sincerely,

Felicia Sanchez- Operations Administrator I

Addendum No 1; Janitorial Services; American Janitorial Services LTD; 2023

Final Audit Report

2023-05-15

Created:	2023-05-09
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPk74or6Raxs7Lo9cJIB_DGjlzX7bcZTu

"Addendum No 1; Janitorial Services; American Janitorial Services LTD; 2023" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-05-09 - 8:48:26 PM GMT
-  Document emailed to operations@ajsltdservices.com for signature
2023-05-09 - 8:49:14 PM GMT
-  Email viewed by operations@ajsltdservices.com
2023-05-09 - 8:49:16 PM GMT
-  Email viewed by operations@ajsltdservices.com
2023-05-15 - 8:53:56 PM GMT
-  Signer operations@ajsltdservices.com entered name at signing as Anni Greene
2023-05-15 - 10:08:11 PM GMT
-  Document e-signed by Anni Greene (operations@ajsltdservices.com)
Signature Date: 2023-05-15 - 10:08:13 PM GMT - Time Source: server
-  Agreement completed.
2023-05-15 - 10:08:13 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative Maintenance services of City-owned buildings, in an amount not to exceed \$109,958; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Action Item

Summary: The agreement with The Brandt Companies, LLC, was originally approved for the amount of \$10,437 for the remaining months of August and September 2022 and \$84,667 for the first full year of service from October 1, 2022, through September 30, 2023. Addendum No. 1 began October 1, 2023, and will end September 30, 2024. Amendment 1 added the new Recreation Center and was approved by City Council on February 1, 2024, for an amount not to exceed \$15,489 for service beginning March 1 through September 30, 2024. Addendum No. 2 is the second of up to three one (1) year renewal options and includes the Recreation Center (\$22,751 full annual cost) and a separate increase of \$2,540 (3%) of the annual cost \$84,667, which will begin October 1, 2024, and end September 30, 2025. Per the current agreement, "This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI)."

Service Year	Proposal
FY25 (2nd one year renewal option - Addendum 2)	\$109,958 = (\$84,667 + 22,751 + \$2,540)
FY24 (1st one year renewal option - Addendum 1 + amendment 1)	\$100,156 = (\$84,667 + \$15,489)
FY23 (1st full year of service)	\$84,667
FY22 (Initial Award, 2 months of service)	\$10,437

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 process
- 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 which 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.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 616-8003-00-3270 **Amount:** \$109,958.00 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/25/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/29/24

Supporting documents attached:

1. HVAC; Brandt; Addendum No. 2; 2024-2025
 2. HVAC; Brandt; Letter of Intent 2024-2025
 3. HVAC; Brandt; Adding Recreation Center
 4. HVAC; Brandt; Addendum No.1; 2023-2024
-

Recommendation: Move to approve Addendum No. 2 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative Maintenance services of City-owned buildings, in an amount not to exceed \$109,958; 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. 2
TO THE CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.

THIS Addendum No. 2 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Addendum No. 2”) 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 The Brandt Companies, LLC., (“Brandt”).

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 20, 2024; and

WHEREAS, the City and Brandt entered into Amendment #1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA) 3201 Highway 35 into the HVAC Preventative Maintenance and Repair inventory;

WHEREAS, this Addendum No. 2 includes a price increase of three (3%) percent. (See Brandt’s letter attached as Exhibit “A”);and

WHEREAS, the City and Brandt desire to extend the term of the agreement for the second of three (3) additional one (1) year extension, ending September 30, 2025.

WITNESSETH:

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

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2024.

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

II.

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

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

THE BRANDT COMPANIES, LLC.

CITY OF ALVIN, TEXAS

By: _____
Christopher Clegg,
Service Account Manager

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

Letter of Intent

April 18, 2024

The Brandt Companies LLC
8848 N Sam Houston Pkwy W.
Suite 410
Houston, TX 77064
Choice Partners #PU19500

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract for the upcoming fiscal year:

FY 25: October 1, 2024 – September 30, 2025.

Brandt is requesting a 3% (\$2,540) increase to this agreement along with the addition to the Rec Center

Total Agreement: \$109,958

Sincerely,



Jonathan Lemons
Director of Service
The Brandt Companies, LLC

AUSTIN

19001 N. Heatherwilde Blvd.,
Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA 30430C
TECL 20109
M 41312

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.6000
TACLA 19981C
TECL 20109
M 40211

FORT WORTH

1001 NE Loop 820.,
Ste. 300
Fort Worth, TX 76131
817.626.0033
TACLA 60298C
TECL 20109
M 40211

HOUSTON

8848 N Sam Houston Pkwy W.,
Ste 410
Houston, TX 77064
832.714.3200
TACLA 15221C
TECL 20109
M 40211

SAN ANTONIO

6023 Corridor Parkway.,
Ste. 100
Schertz, TX 78154
210.599.6120
TACLA 18441C
TECL 20109
M 41312

WACO

8175 Robinson Industrial Park Blvd.,
Ste. 1
Robinson, TX 76706
254.772.1693
TACLA 26979C
TECL 20109
M 40211

AMENDMENT NO. 1

**TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT**

THIS Amendment No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Amendment No. 1") is made on this 1st day of February 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and The Brandt Companies LLC. (the "Contractor").

WHEREAS, on August 4, 2022, the City approved and entered into a HVAC Preventative Maintenance and Repair Agreement for Heating, Ventilation and Air Conditioning services for the City of Alvin facilities (the "Agreement"); and

WHEREAS, this Agreement provided for a term ending on September 30, 2024; and

WHEREAS, the City and The Brandt Companies, LLC. entered into Addendum No. 1 on or about May 2, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the HVAC Preventative Maintenance for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$15,489 for one quarterly and one annual preventative maintenance service visit

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and The Brandt Companies, LLC. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 2023-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the HVAC Preventative Maintenance and Repair Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

The Brandt Companies, LLC

By: Chris Clegg
Chris Clegg (Feb 5, 2024 16:37 CST)

Name: Chris Clegg

Title: Service Account Manager

ATTEST/SEAL

By: _____

Name:

Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Junry Roland, City Manager

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



January 25, 2024

The City of Alvin
3201 TX-35
Alvin, TX 77511

Attn: Javier Lopez & Dan Kelinske
Re: PM Agreement for Thelma Ley Anderson Facility

Mr. Lopez & Mr. Kelinske,

Below is the total annual cost for Brandt to perform (1) Quarterly & (1) Annual Service Maintenance Agreement. Coverage to provide early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions to (2) Trane Chillers, (1) PTAC, (3) Pumps, (2) Trane AHU's, (2) Boilers, (10) VAV boxes, (1) BAS Controls System and (5) Exhaust Fans identified in this proposal. Additionally, Brandt will perform (2) quarterly filter replacement on all AHU's and (1) Annual filter replacement on all VAV boxes. Brandt will replace all belts annually and perform Annual coil cleaning and oil sampling to both chillers. All labor, parts and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the agreement invoice. Brandt will perform (1) quarterly PM and (1) Annual PM for all HVAC equipment except for the VAV Boxes and Exhaust Fans which will be PM'd once a year.

It is anticipated that this service agreement coverage would go into effect March 1, 2024 and end September 30, 2024.

Year-1:
\$15,489.00

We appreciate the opportunity to work with you and your organization to ensuring the quality and service to be provided in taking care of your equipment. Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

Christopher Clegg
281-639-6119

AUSTIN

19001 N. Heatherwilde Blvd., Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA 30430C
TECL 20109
M 41312

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.6000
TACLA 19981C
TECL 20109
M 40211

FORT WORTH

1001 NE Loop 820, Ste. 300
Fort Worth, TX 76131
817.626.0033
TACLA 60298C
TECL 20109
M 40211

HOUSTON

8848 N Sam Houston Pkwy W., Ste 410
Houston, TX 77064
832.714.3200
TACLA 15221C
TECL 20109
M 40211

SAN ANTONIO

6023 Corridor Parkway, Ste. 100
Schertz, TX 78154
210.599.6120
TACLA 18441C
TECL 20109
M 41312

WACO

205 Schroeder Dr.
Waco, TX 76710
254.772.1693
TACLA 26979C
TECL 20109
M 40211

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.license.state.texas.gov

HVAC; City of Alvin; Brandt; Adding Recreation Center

Final Audit Report

2024-02-05

Created:	2024-02-05
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53irKASLWaOPp6e2ekl1A4Lif7eeBU83

"HVAC; City of Alvin; Brandt; Adding Recreation Center" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-02-05 - 9:40:24 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2024-02-05 - 9:40:49 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2024-02-05 - 10:35:27 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Chris Clegg
2024-02-05 - 10:37:34 PM GMT
-  Document e-signed by Chris Clegg (christopher.clegg@brandt.us)
Signature Date: 2024-02-05 - 10:37:36 PM GMT - Time Source: server
-  Agreement completed.
2024-02-05 - 10:37:36 PM GMT

ADDENDUM NO. 1

**TO THE CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.**

THIS Addendum No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Addendum No. 1") is made on this the 4th day of May 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and The Brandt Companies, LLC., ("Brandt").

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt desire to extend the term of the Agreement for an additional year for the first of three one (1) year extensions ending September 30, 2024. (See The Brandt Companies, LLC's letter attached as Exhibit "A").

WITNESSETH:

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

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2024.

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

II.

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

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

THE BRANDT COMPANIES, LLC.

CITY OF ALVIN, TEXAS

By: Christopher Clegg
Christopher Clegg (May 10, 2023 12:44 CDT)
Christopher Clegg,
Service Account Manager

By: 
Junru Roland, City Manager

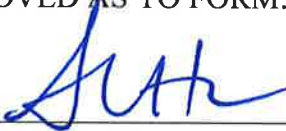
ATTEST/SEAL

ATTEST/SEAL

By: Christopher Clegg
Christopher Clegg (May 10, 2023 12:44 CDT)
Name:
Title: Service Account Manager

By: 
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: 
Suzanne L. Hanneman
City Attorney



Letter of Intent

March 14, 2023

The Brandt Companies, LLC
8848 N Sam Houston Pkwy W
Suite 410
Houston, TX 77064
Choice Partners #: 22049

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract
for the upcoming fiscal year:

FY24: October 1, 2023- September 30, 2024.

No price increase will be reflected in the upcoming renewal.

Sincerely,

Jonathan Lemons
Director of Service
The Brandt Companies, LLC

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd., Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	1001 NE Loop 820, Ste. 300 Fort Worth, TX 76131 817.626.0033 TACLA 60298C TECL 20109 M 40211	8848 N Sam Houston Pkwy W., Ste 410 Houston, TX 77064 832.714.3200 TACLA 15221C TECL 20109 M 40211	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1683 TACLA 28979C TECL 20109 M 40211

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Addendum No 1; HVAC Preventative Maintenance and Repair Services; Brandt Companies

Final Audit Report

2023-05-10

Created:	2023-05-09
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_OY7cG90C-eV9ZHCwobu6q7U9cbzxZ8K

"Addendum No 1; HVAC Preventative Maintenance and Repair Services; Brandt Companies" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-05-09 - 5:48:17 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2023-05-09 - 5:49:07 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2023-05-09 - 6:05:07 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Christopher Clegg
2023-05-10 - 5:44:13 PM GMT
-  Document e-signed by Christopher Clegg (christopher.clegg@brandt.us)
Signature Date: 2023-05-10 - 5:44:15 PM GMT - Time Source: server
-  Agreement completed.
2023-05-10 - 5:44:15 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Preservation Creek Phase I, Preservation Creek Boulevard Segment 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 7.225 acres, out of the C.M. Hayes survey, Abstract No. 534, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On March 19, 2024, the Engineering Department received the final plat of Preservation Creek Phase I, Preservation Creek Boulevard Segment 1 for review. The property is located along the south side of FM 1462 one mile east of the SH-288 intersection, being a Planned Unit Development of 7.225 acres containing a public boulevard width ROW dedication for the construction of Preservation Creek Boulevard, 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 approved the plat unanimously at their meeting on April 16, 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: 4/25/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Preservation Creek Phase 1, Preservation Creek Boulevard Segment 1 - Final Plat
-

Recommendation: Move to approve the final plat of Preservation Creek Phase I, Preservation Creek Boulevard Segment 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 7.225 acres, out of the C.M. Hayes survey, Abstract No. 534, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, WB West Alvin Land LLC, a Texas Limited Liability Company, acting by and through Lisa Clark, Sr. Vice President, of WB West Alvin Land LLC, a Texas Limited Liability Company hereinafter referred to as Owners (whether one or more) of the 7.225 acre tract described in the above and foregoing map of Preservation Creek Phase 1, Preservation Creek Boulevard Segment 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aeral easements. The aeral easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aeral easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aeral easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aeral easements. The aeral easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aeral easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aeral easement totals thirty feet (30' 0") in width.

IN TESTIMONY WHEREOF, the WB West Alvin Land LLC, a Texas Limited Liability Company has caused these presents to be signed by Lisa Clark, Sr. Vice President of WB West Alvin Land LLC, a Texas Limited Liability Company, thereunto authorized, this ____ day of _____, 2024.

OWNER
WB West Alvin Land LLC,
a Texas Limited Liability Company,
Its Authorized Agent

BY: _____
Print Name: Lisa Clark
Title: Sr. Vice President

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa Clark, Sr. Vice President of WB West Alvin Land, LLC a Texas Limited Liability Company known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2024.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

I, Randal A. Kingery, II, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

Randal A. Kingery, II,
Registered Professional Land Surveyor
Texas Registration No. 7035

APPROVED BY CITY COUNCIL OF CITY OF ALVIN, TEXAS THIS ____ DAY OF _____, 2024

GABE ADAME, MAYOR

MICHELLE H. SEGOVIA, P.E., CFM, CITY ENGINEER

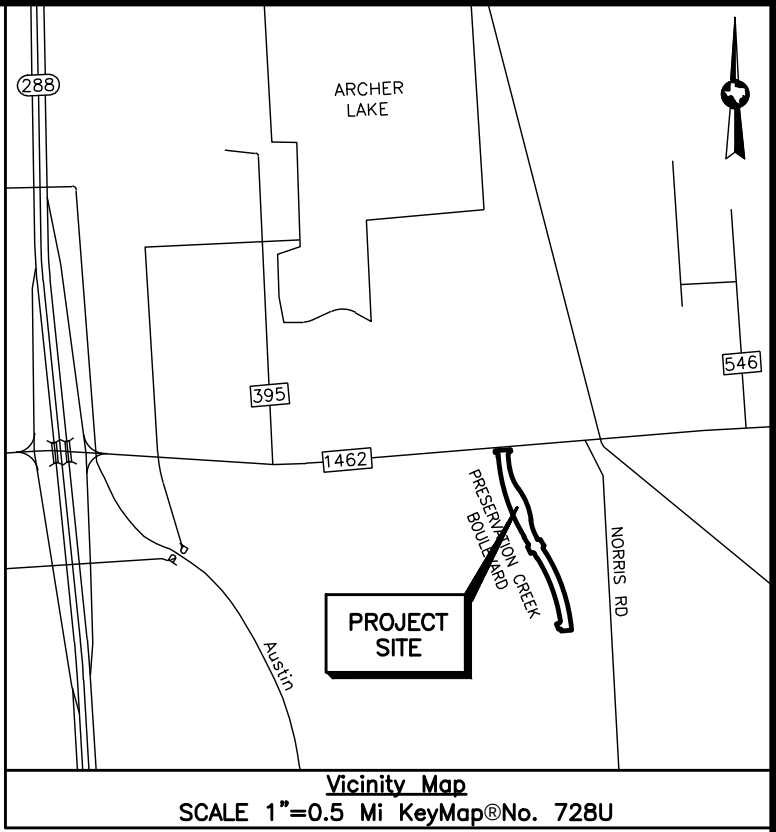
DIXIE ROBERTS, TRMC, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK PHASE 1
PRESERVATION CREEK BOULEVARD SEGMENT 1
BEING 7.225 ACRES OF LAND SITUATED IN THE
C.M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 7.225 ACRE TRACT OF LAND SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 95.72 ACRE TRACT OF LAND CONVEYED TO WB WEST ALVIN LAND, LLC RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2022033174; SAID 7.225 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwest corner of said 95.72 acre tract of land, same being the northeast corner of that certain 205.990 acre tract land recorded under B.C.C.F. NO. 2022051681; and being in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950), from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet;

- 1) THENCE, North 85°40'14" East, along the southerly right-of-way line of said FM 1462 for a distance of 179.05 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner, from which a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" called for and found marking the northeasterly corner of said 95.72 acre tract bears North 85°40'14" East, a distance of 938.52 feet;
- 2) THENCE, South 04°19'46" East, for a distance of 25.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;
- 3) THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing of South 40°40'14" West, for a distance of 42.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 4) THENCE, South 04°19'46" East, for a distance of 58.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) THENCE, in a southerly direction along the arc of said curve to the left having a radius of 1,940.00 feet, a central angle of 03°01'49", an arc length of 102.60 feet, and a chord bearing of South 05°50'41" East, for a distance of 102.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;
- 6) THENCE, in a southeasterly direction along the arc of said compound curve to the left having a radius of 500.00 feet, a central angle of 29°57'55", an arc length of 261.50 feet, and a chord bearing of South 22°20'32" East, for a distance of 258.53 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- 7) THENCE, in a southeasterly direction along the arc of said reverse curve to the right having a radius of 750.00 feet, a central angle of 30°51'49", an arc length of 404.00 feet, and a chord bearing of South 21°53'35" East, for a distance of 399.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- 8) THENCE, in a southeasterly direction along the arc of said reverse curve to the left having a radius of 500.00 feet, a central angle of 25°16'31", an arc length of 220.57 feet, and a chord bearing of South 19°05'56" East, for a distance of 218.78 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 9) THENCE, South 31°44'11" East, for a distance of 13.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 10) THENCE, in a southeasterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 87°33'23", an arc length of 38.20 feet, and a chord bearing of South 75°30'53" East, for a distance of 34.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 11) THENCE, North 60°42'26" East, for a distance of 5.55 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 12) THENCE, South 29°17'34" East, for a distance of 80.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;
- 13) THENCE, in a southwesterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 92°26'37", an arc length of 40.34 feet, and a chord bearing of South 14°29'07" West, for a distance of 36.10 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 14) THENCE, South 31°44'11" East, for a distance of 55.99 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 15) THENCE, in a southeasterly direction along the arc of said curve to the right having a radius of 2,060.00 feet, a central angle of 26°38'04", an arc length of 957.61 feet, and a chord bearing of South 18°25'09" East, for a distance of 949.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 16) THENCE, South 84°53'53" West, for a distance of 120.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;
- 17) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 105°49'27", an arc length of 46.17 feet, and a chord bearing of North 58°00'51" West, for a distance of 39.89 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 18) THENCE, North 20°55'34" West, for a distance of 60.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;
- 19) THENCE, in a northeasterly direction along the arc of said curve to the right having a radius of 330.00 feet, a central angle of 04°26'05", an arc length of 25.54 feet, and a chord bearing of North 71°17'29" East, for a distance of 25.54 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- 20) THENCE, in a northeasterly direction along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 81°58'21", an arc length of 35.77 feet, and a chord bearing of North 32°31'21" East, for a distance of 32.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;
- 21) THENCE, in a northwesterly direction along the arc of said compound curve to the left having a radius of 1,940.00 feet, a central angle of 23°16'22", an arc length of 788.00 feet, and a chord bearing of North 20°06'00" West, for a distance of 782.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 22) THENCE, North 31°44'11" West, for a distance of 63.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 23) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 86°46'21", an arc length of 37.86 feet, and a chord bearing of North 75°07'22" West, for a distance of 34.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- 24) THENCE, in a southwesterly direction along the arc of said reverse curve to the right having a radius of 465.00 feet, a central angle of 01°10'03", an arc length of 9.48 feet, and a chord bearing of South 62°04'29" West, for a distance of 9.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 25) THENCE, North 27°20'29" West, for a distance of 80.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a non-tangent curve;
- 26) THENCE, in a northeasterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 94°23'42", an arc length of 41.19 feet, and a chord bearing of North 15°27'40" East, for a distance of 36.69 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 27) THENCE, North 31°44'11" West, for a distance of 95.32 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 28) THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 2,060.00 feet, a central angle of 27°24'25", an arc length of 985.39 feet, and a chord bearing of North 18°01'59" West, for a distance of 976.02 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- 29) THENCE, North 04°19'46" West, for a distance of 26.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 30) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing of North 49°19'46" West, for a distance of 42.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 31) THENCE, North 02°08'49" West, for a distance of 25.02 feet to the POINT OF BEGINNING and containing 7.225 acres of land.



BENCHMARK:

1. NGS M 692 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 1.9 miles south of Rosharon. Elev.: 45.88' NAVD 1988, GEOID 18
2. NGS A 803 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 0.9 miles south of Bonney. Elev.: 44.62' NAVD 1988, GEOID 18

FINAL PLAT OF PRESERVATION CREEK PHASE 1, PRESERVATION CREEK BOULEVARD SEGMENT 1

BEING A PLANNED UNIT DEVELOPMENT OF 7.225 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

WB WEST ALVIN LAND LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

APRIL 10, 2024



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA TEAM
TBPE No. F-726
TBPLS No. 10092300



BEING A PLANNED UNIT DEVELOPMENT OF 7.225 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

APRIL 10, 2024

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Preservation Creek Municipal Utility District No. 1 Lift Station No. 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres containing 1 reserve and one block, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On March 18, 2024, the Engineering Department received the final plat of Preservation Creek Municipal Utility District No. 1 Lift Station No. 1 for review. The property is located along the south side of FM 1462 one mile east of the SH-288 intersection, being a Planned Unit Development of 0.19 acres containing 1 reserve and 1 block, 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 at their meeting on April 16, 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: 4/29/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Preservation Creek MUD No. 1 Lift Station No. 1 - Final Plat
-

Recommendation: Move to approve the final plat of Preservation Creek Municipal Utility District No. 1 Lift Station No. 1 (located along the south side of FM 1462 one mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres containing 1 reserve and one block, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

STATE OF TEXAS }
COUNTY OF BRAZORIA }

We, WB West Alvin Land LLC, a Texas Limited Liability Company, acting by and through Lisa Clark, Sr. Vice President, of WB West Alvin Land LLC, a Texas Limited Liability Company hereinafter referred to as Owners (whether one or more) of the 0.1941 acre tract described in the above and foregoing map of Preservation Creek Municipal Utility District No. 1 Lift Station No. 1 do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

IN TESTIMONY WHEREOF, the WB West Alvin Land LLC, a Texas Limited Liability Company has caused these presents to be signed by Lisa Clark, Sr. Vice President of WB West Alvin Land LLC, a Texas Limited Liability Company, therunto authorized, this ____ day of _____, 2024.

OWNER
WB West Alvin Land LLC,
o Texas Limited Liability Company,
its Authorized Agent

By: _____
Print Name: Lisa Clark
Title: Sr. Vice President

STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared Lisa Clark, Sr. Vice President of WB West Alvin Land LLC, a Texas Limited Liability Company known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2024.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

I, Randal A. Kingery, II, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

Randal A. Kingery, II,
Registered Professional Land Surveyor
Texas Registration No. 7035

APPROVED BY CITY COUNCIL OF CITY OF ALVIN, TEXAS THIS ____ DAY OF _____, 2024

Gobe Adame, Mayor

Michelle H. Segovia, P.E., CFM, City Engineer

Dixie Roberts, TRMC, City Secretary

METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1
LIFT STATION NO. 1
BEING 8,453 SQUARE FEET (0.1941 ACRES) OF LAND SITUATED IN THE
W.D.C. HALL SURVEY, ABSTRACT 69,
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 8,453 SQUARE FOOT (0.1941 ACRE) TRACT OF LAND SITUATED IN THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOT 7 OF THE KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 8,453 SQUARE FOOT (0.1941 ACRE) TRACT BEING OUT OF THAT CERTAIN 2,698.28 ACRE TRACT OF LAND CONVEYED TO WB WEST ALVIN LAND, LLC RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2022033165; SAID 8,453 SQUARE FOOT (0.1941 ACRE) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 3/4-inch iron pipe called for and found marking the northeasterly corner of said 2,698.28 acre tract of land, same being a southerly angle point of that certain 37.73 acre tract of land recorded under B.C.C.F. No. 2022033167, said corner being in the recognized and apparent easterly line of the W.D.C. Hall Survey, Abstract 69, same being the recognized and apparent westerly line of the H.T. & B. R.R. Co., Abstract 252;

THENCE, South 03°00'29" East, along the easterly line of said 2,698.28 acre tract and generally along said survey lines, passing at 334.75 feet a 5/8-inch iron rod found marking westerly common corner of said 37.73 acre tract and a called 40.13 acre tract as recorded under B.C.C.F. No. 2014019841 and continuing for a total distance of 1,258.98 feet to a point for corner;

THENCE, South 87°03'06" West, for a distance of 3,561.93 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the easterly corner and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 46°56'23" West, for a distance of 114.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southerly corner of the herein described tract;

2) THENCE, North 43°03'37" West, for a distance of 75.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the westerly corner of the herein described tract;

3) THENCE, North 46°56'23" East, for a distance of 111.56 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve and marking the northerly corner of the herein described tract;

4) THENCE, in a southeasterly direction along the arc of said curve to the left having a radius of 3,060.00 feet, a central angle of 01°24'19", an arc length of 75.05 feet, and a chord bearing of South 45°02'28" East, for a distance of 75.04 feet to the POINT OF BEGINNING and containing 8,453 square feet or (0.1941 acres) of land.

We, Star State Land, L. P., a Texas limited partnership, owner and holder of a lien against the property described in the plat known as "Preservation Creek Municipal Utility District No. 1 Lift Station No. 1", said lien being evidenced by instrument of record in Brazoria County Clerk's file No. 2022033165, 2022052296 and 2022033166 of the official records of Brazoria County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown in this section to said plat and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

By: _____
Print name: _____
Star State Land,
L. P., a Texas limited partnership

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 202__.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

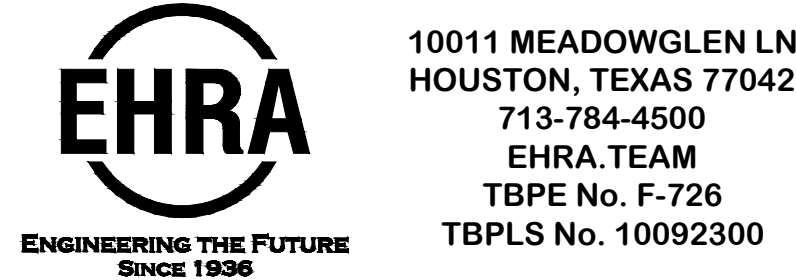
FINAL PLAT OF PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1 LIFT STATION NO. 1

BEING A PLANNED UNIT DEVELOPMENT OF 0.1941 ACRES
SITUATED IN THE W.D.C. HALL SURVEY, ABSTRACT 69,
ALSO BEING OUT OF LOTS 7 OF THE KANAWHA TEXAS
COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 53
OF THE BRAZORIA COUNTY PLAT RECORDS,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

1 BLOCK 1 RESERVE

OWNER
WB WEST ALVIN LAND LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

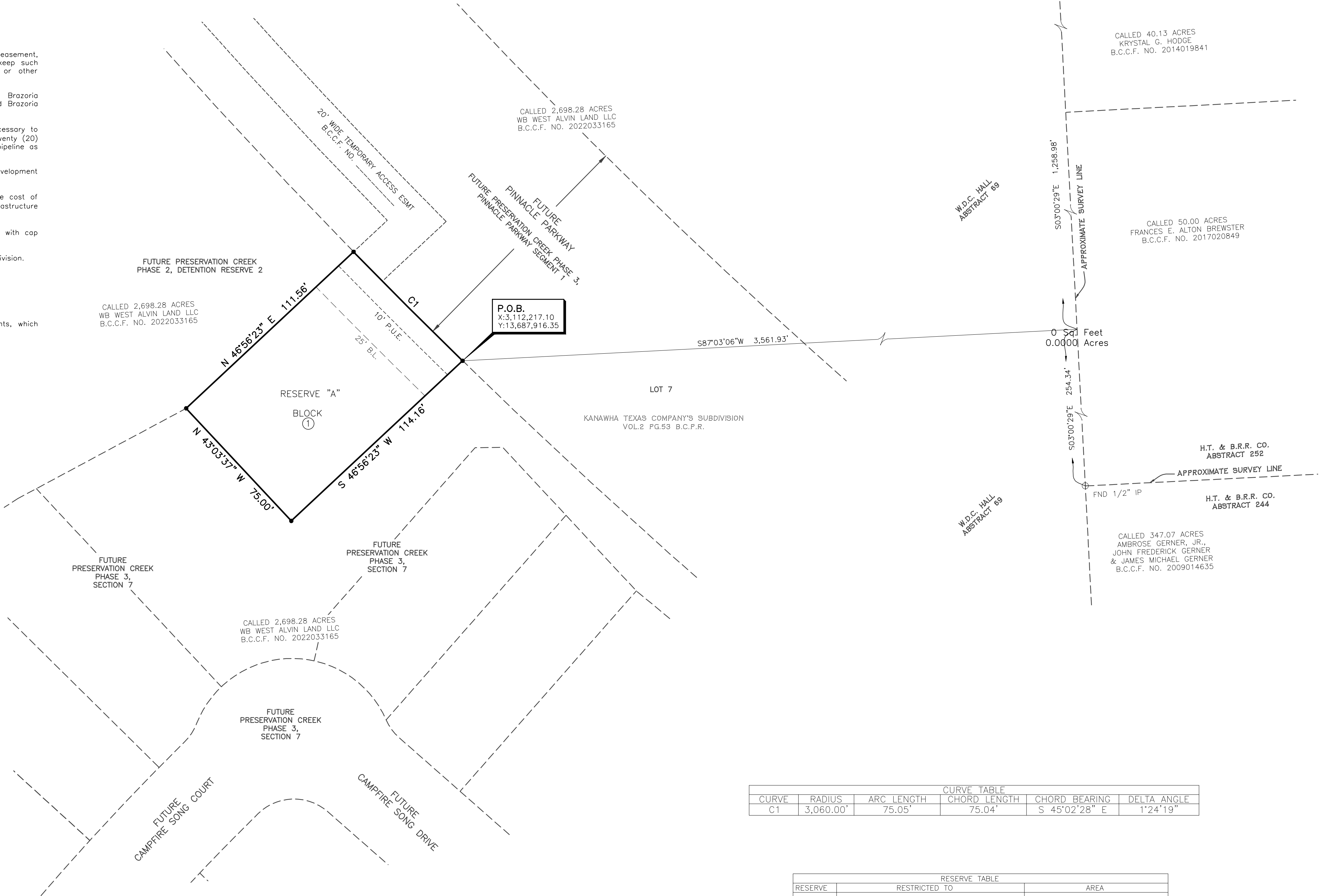
APRIL 10, 2024



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 (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986546.
- 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" (No Base Flood Elevations Determined).

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, Hinshaw, 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, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
B.C.D.R. indicates Brazoria County Deed Records.
B.C.P.R. indicates Brazoria County Plat Records.
B.L. indicates Building Line.
BRS. indicates Bears
ESMT indicates Easement
FND. indicates Found
IP indicates Iron Pipe
IR indicates Iron Rod
NO. indicates Number.
PG. indicates Page
P.O.B. indicates Point of Beginning
P.O.C. indicates Point of Commencing
P.T.P. indicates Pinch Top Pipe
P.U.E. indicates Public Utility Easement.
R.O.W. indicates Right-Of-Way.
SQ. FT. indicates Square Feet.
U.E. indicates Utility Easement.
VOL. indicates Volume
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
- 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 twenty (20) feet to any facility or pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
- All sidewalks shall be constructed in accordance with Planned Unit Development Ordinance 23-0
- A one-year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City, shall be required.
- All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
- There are no visible or apparent pipelines within the boundaries of this subdivision.
- The boundary for this plat has a closure in excess of 1:15,000.
- The drainage on adjacent property will not be impacted by this development.
- Development regulations and City permits are required on all properties.
- No building permits will be issued until all the storm drainage improvements, which may include detention, have been constructed.



FINAL PLAT OF
PRESERVATION CREEK
MUNICIPAL UTILITY DISTRICT NO. 1
LIFT STATION NO. 1

BEING A PLANNED UNIT DEVELOPMENT OF 0.1941 ACRES
SITUATED IN THE W.D.C. HALL SURVEY, ABSTRACT 69,
ALSO BEING OUT OF LOTS 7 OF THE KANAWHA TEXAS
COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 53
OF THE BRAZORIA COUNTY PLAT RECORDS,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

1 BLOCK 1 RESERVE

OWNER

WB WEST ALVIN LAND LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

APRIL 10, 2024



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA TEAM
TBPE No. F-726
TBPLS No. 10092300



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: City Secretary

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

Agenda Item: Consider Resolution 24-R-18, declaring the results of the Local Option Petition to "legalize the sale of all alcoholic beverages, including mixed beverages;" declaring that the petition issued on February 5, 2024, was circulated by the Petitioners through April 12, 2024; finding that the petition did not contain the required number of signatures by City of Alvin qualified voters to order a Special Local Option Election in the City of Alvin; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: On February 5, 2024, the City Secretary's Office received an application for a Local Option Petition to legalize the sale of all alcoholic beverages, including mixed beverages, in the City of Alvin. The petition contained the names and verified signatures of 10 qualified voters of the City of Alvin.

The petition was issued by the City Secretary's Office on February 12, 2024, for circulation. The required number of signatures needed by City of Alvin registered voters was equivalent to 35% of the total votes cast in the last gubernatorial election, which amounted to 2,212 signatures based on the 6,320 votes recorded in the 2022 gubernatorial election within Alvin.

The petition was circulated and was turned in by the petitioner on April 12, 2024, as required by state law.

After thorough review, it has been determined that the circulated petition did not acquire the necessary number of valid signatures needed to call for a Local Option Election as mandated by state law. The petition submitted contained a total of 2,871 signatures. However, upon examination, only 1,504 of these signatures were verified as registered voters in the City of Alvin. Therefore, the petition fell short of the required number of valid signatures by 708 signatures.

This item is on the City Council agenda for City Council's acknowledgment, ensuring its official recording in the minutes of the governing body in accordance with state law,

Staff recommends approval of Resolution 24-R-18

Texas Election Code §501.023, §501.024, §501.025

Texas Election Code §501.032

Texas Election Code §501.032, §1.006

Texas Election Code §501.033

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:** 4/25/2024 SLH
Finance Review Required: N/A ☒ Required ☐ **Date Completed:**

Supporting documents attached:

1. Resolution 24-R-18; Acknowledging Local Election Petition Results
-

Recommendation: Move to approve Resolution 24-R-18, declaring the results of the Local Option Petition to "legalize the sale of all alcoholic beverages, including mixed beverages;" declaring that the petition issued on February 5, 2024, was circulated by the Petitioners through April 12, 2024; finding that the petition did not contain the required number of signatures by City of Alvin qualified voters to order a Special Local Option Election in the City of Alvin; and setting forth other provisions related thereto.

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-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS DECLARING THE RESULTS OF THE LOCAL OPTION PETITION TO "LEGALIZE THE SALE OF ALL ALCOHOLIC BEVERAGES, INCLUDING MIXED BEVERAGES;" DECLARING THAT THE PETITION ISSUED ON FEBRUARY 5, 2024, WAS CIRCULATED BY THE PETITIONERS THROUGH APRIL 12, 2024; FINDING THAT THE PETITION DID NOT CONTAIN THE REQUIRED NUMBER OF SIGNATURES BY CITY OF ALVIN QUALIFIED VOTERS TO CALL FOR A LOCAL OPTION ELECTION IN THE CITY OF ALVIN; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, On February 5, 2024, the City of Alvin received an application for a Local Option Petition to "legalize the sale of all alcoholic beverages, including mixed beverages," in the City of Alvin. The application contained the names and verified signatures of 10 qualified voters of the City of Alvin; and

WHEREAS, the petition was issued for circulation by the City Secretary's Office on February 12, 2024. In accordance to Texas Election Code §501.032(3), the required number of signatures needed by City of Alvin qualified voters was equivalent to 35% of the total votes cast in the last gubernatorial election, which amounted to 2,212 signatures based on the 6,320 votes recorded in the 2022 gubernatorial election within Alvin; and

WHEREAS, the petition was circulated and was turned in by the Petitioner on April 12, 2024, as required by state law; and

WHEREAS, after thorough review, it has been determined that the circulated petition did not acquire the necessary number of valid signatures needed to call for a Local Option Election as mandated by state law. The petition submitted contained a total of 2,871 signatures; upon examination, only 1,509 of these signatures were verified as qualified voters of the City of Alvin. Therefore, the petition did not gather the required number of valid signatures needed and was found to have a deficit of 708 signatures; and

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

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

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby acknowledges the receipt of the results of the petition.

Section 3. It is hereby officially found and determined that the meeting at which this

resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 2nd day of May 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: City Secretary

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

Agenda Item: Consider the resignation of Missy Jordan for an unexpired term on the Planning Commission ending December 31, 2025.

Type of Item: Action Item

Summary: Missy Jordan submitted her resignation from the Alvin Planning Commission for her term ending December 31, 2025. Her letter of resignation is included in the City Council packet.

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: 4/23/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Resignation Letter; Planning Commission; Missy Jordan
-

Recommendation: Move to approve the resignation of Missy Jordan for an unexpired term on the Planning Commission ending December 31, 2025.

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
216 W Sealy St
Alvin, Texas 77511

April 16, 2024

Dear Dixie,

Regretfully, effective immediately I will need to take a break from the Planning Commission.

I am honored to have been selected, and I have enjoyed my time on the Planning Commission, however, due to our busy work schedule and a few other personal things I've had to make the decision to take a break.

I sincerely apologize for any inconvenience that this may cause.

Please reach out to me if you need anything further.

Thank you,

Missy Jordan



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider authorizing an expenditure of \$119,700 for the roof replacement of the Verhalen Water Tower to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS); and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: On February 1, 2024, City Council approved the expenditure of \$766,670 to Maguire Iron for the rehabilitation of the Bypass 35 and Verhalen Water Towers. Maguire promptly mobilized in March 2024 to start the necessary work on the Bypass 35 Tower, which included the cleaning of the interior and exterior of the tank, applying a new protective coating layer with the approved City logos, and disinfecting the tank before it was placed back into service. The work completed will extend the life of the structure for many years and ensure compliance with TCEQ rules and regulations.

While work was starting on the Bypass Tower, Maguire's crew started visiting and planning the necessary work needed and approved for the Verhalen Tower. Upon their mobilization, Maguire's crew discovered that the overall condition of the steel on the roof of the tower was far more deteriorated than what was initially assessed. Upon discovering the condition of the roof steel, Maguire informed City staff that a repair of the roof was not feasible and that a 28' diameter portion of the roof would need to be replaced. The council's agenda packet includes a letter from Maguire outlining the need for additional work and the proposal for the additional work needed.

Funding for this project will come from interest earnings on the 2020 Water & Sewer Revenue Bonds.

In order to extend the life of the Verhalen Water Tower structure, meet TCEQ rules and regulations, and enhance water quality, staff recommends approving the replacement of the roof steel on the Verhalen Water Tower.

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

Funding Account: 238-6001-00-9085 **Amount:** \$119,700.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2024 SLH

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

Supporting documents attached:

1. Verhalen WT Roof Repairs; Maguire Iron, 500MG Sphere
 2. Verhalen WT Roof Repair Letter; Maguire Iron
-

Recommendation: Move to approve an expenditure of \$119,700 for the roof replacement of the

Verhalen Water Tower to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS); and authorize the City Manager to sign related documents 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



CONTRACT FOR SERVICES

This contract made and entered into this 12 day of April, 2024, by and between Alvin, TX - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Verhalen Sphere - 500MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Replace 28' Diameter of Roof Cap and Appurtenances -- See Notes

Notes:

- Contractor will remove approximately 28' diameter of existing roof steel. Contractor will install one (1) 8' dollar plate and finger plates to replace the removed roof section.
- Contractor will remove and replace approximately 4' of the 4' diameter roof access drywell.
- Contractor will install one (1) 24" roof vent that meets TCEQ requirements.
- Contractor will install one (1) 30" roof manway to the interior wet area that meets TCEQ requirements.
- Contractor will install one (1) 15' diameter roof handrail per OSHA requirements.
- Contractor will replace approximately 10' of access ladder in the drywell tube and/or interior wet as needed.
- Any additional steel repair (plating, pit filling, etc.) for areas in the LWL/wet area of the tank are not included in the cost of the proposal. If such repairs are required, repairs will be made at the rate of \$675/hr. + materials. No additional repairs will be made without consent of the owner.
- Proposal includes labor, materials, additional rigging, and crane rental.
- Proposal has been reduced/credited for steel work that was priced in contract executed in January 4, 2024 contract: see roof access (30" roof manway) and roof repairs (steel plating on areas with excessive steel loss).
- Proposal has been reduced/credited for temporary water/pressure tank rental that was priced in contract executed in January 4, 2024 contract. No rental services will be provided for the renovation.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 119,700.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

Quote ID: DQ008842-1
Page 117 of 150



Brandon Moody
City of Alvin, TX
216 West Sealy Street
Alvin, TX 77511

April 15, 2024

Dear Mr. Moody:

Per your request, we have compiled a report for your review, as well as for the Alvin City Council, detailing the additional repairs and enhancements required for the roof of the 500,000 Gallon Verhalen Pedisphere water storage tank.

To facilitate effective communication between your department, the city council, and Maguire, I have provided some background information below, outlining the necessity for additional work:

- Following our initial inspection of the tower, Maguire proposed significant steel repairs to the roof area in the amount of \$35,000. This included plating, replacement of portions of the dry access tube, and replacement of the roof hatch.
 - Given the condition of the interior coating and the corrosion observed, extensive steel replacement was deemed unlikely.
 - To keep costs reasonable, Maguire opted not to allocate large amounts of capital to the project for contingency.
- Upon mobilization with a steel crew on the tower, we discovered that the overall condition of the steel was far more deteriorated than what was initially assessed.
- Crews bring an upgraded set of safety equipment to the job site. This allows them to see the entire tank. These areas are not possible to inspect during the initial inspection of the tank, as reach is limited. The crew uncovered the latent defects.
 - Latent defects, such as areas where steel loss/corrosion was painted over during past renovations, were revealed. It is evident that during the last renovation (approximately 2010), areas exhibiting pitting and corrosion were not addressed, thus concealed by the coating applied over the defect.
 - Latent defects are typically detected only once crews commence work on the tower, often uncovered during welding, abrasive blasting, or hand tooling.
- Upon discovering the true condition of the roof steel, Maguire informed the city that repair was not feasible, necessitating full replacement. Neither the city nor the contractor had prior knowledge of the degradation of the steel.
- Latent defects can remain undetected for years, and neither the city nor the contractor bears responsibility for their presence.



Maguire's objective is to provide the most comprehensive work specifications for every project quoted. We achieve this by thoroughly inspecting (Sanitary, Safety, Security, Structural, and Coating Systems) every tank before presenting a proposal. In the majority of our proposals, we are able to avoid change orders. While we understand the city's concerns regarding change orders for additional work, we request the city's understanding that these are issues we *uncovered, not created*. We eagerly anticipate collaborating with the city to determine the best solution. Should budget constraints arise, we offer the flexibility to spread capital costs over a period of 2 to 4 years, as needed.

Upon completion of the work, the tower will be in near-new condition, providing service to the city for many years to come. By rehabilitating the tower, the city stands to save well over \$2,000,000 compared to replacement, underscoring the significant financial value of the work being undertaken.

Thank you for your business and please feel free to contact me with queries or require additional information.

Best regards,

Jack Powell
Southern Regional Sales Manager
powellj@maguirewater.com
337-936-6012





AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the property owner at 1974 Jobs Court to deviate from a side building setback requirement set forth in Chapter 21, Subdivisions and Property Development, Article III, Section 37(a) – Minimum Setback Lines, and through provisions set forth in the recorded Final Plat of Forest Heights Section 4, for the construction of a swimming pool.

Type of Item: Action Item

Summary: On April 8, 2024, the Engineering Department received a variance request for 1974 Jobs Court to encroach 17 feet into the 25-foot side building setback for the construction of a swimming pool.

The City Planning Commission unanimously approved the variance at their meeting on April 16, 2024.

Staff recommends approval of the variance.

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: 4/25/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Variance Request Letter-1974 Jobs CT
 2. Survey - 1974 Jobe CT
 3. Pool Construction Plan
 4. Pool Rendering
 5. Pool Rendering 2
-

Recommendation: Move to approve a variance request for the property owner at 1974 Jobs Court to deviate from a side building setback requirement set forth in Chapter 21, Subdivisions and Property Development, Article III, Section 37(a) – Minimum Setback Lines, and through provisions set forth in the recorded Final Plat of Forest Heights Section 4, for the construction of a swimming pool.

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: ☒



To whom it may concern,

We are requesting a variance to put the proposed inground, gunite, swimming pool at 1974 Jobes Ct, Alvin, Texas 77511 within the side 25' build line. The homeowner of the property was in a car accident that resulted in a hurt shoulder. His doctor recommends swimming as a form of exercise to prevent further damage. Due to the restrictive size and shape of the back yard in relation to utility easements, the side yard provides us with enough space to install a pool. We are requesting to use roughly 17.5' of the 25' build line as seen on the "Pool on Survey" document that is part of this request.

For further questions, feel free to reach out to myself, Alex Robbins, Pool Designer, at 512-619-3588 or by email - arobbins@codypools.com

Thanks,

Alex Robbins

NOTES:
1. BEARINGS BASIS IS NORTH R.O.W. LINE OF
JOBES COURT BEING SOUTH 42 DEGREES 13
MINUTES 26 SECONDS WEST.

Chanan & Berg

NEW INGROUND
GUNITE POOL AND
SPA

ACCESS

DECK AREA
DRAINS TO 4"
DRAIN LINE
BURIED TO POP-
UP DRAIN AT
STREET

TWO STORY
BRICK AND FRAME
POOL EQUIPMENT

NEW CONCRETE
POOL DECKING
WITH SPRAY DECK
COATING

EXISTING 6'
WOODEN FENCE
WITH SELF
CLOSING, SELF
LATCHING GATES

JOBES COURT
(60' R.O.W.)

JENNIFER STREET
(60' R.O.W.)

LOT 12
BLOCK 4

SCALE 1"=20'

This survey is being provided solely
for the use of the current parties
and that no license has been created,
express or implied, to copy the survey
except as is necessary in conjunction
with the original transaction.

PROPERTY LIES WITHIN FLOOD ZONE "X" & "AO", ACCORDING TO F.I.R.M. MAP NO.
48039C 01351, DATE 09-22-99, BY GRAPHING PLOTTING ONLY, WE
DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY
IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND
FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

PROPERTY SUBJECT TO SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS.
I hereby certify that this survey was made on the ground and that this plat correctly represents
the facts found at the time of survey showing any improvements, from legal descriptions supplied
by client. There are no encroachments apparent on the ground, except as shown. This survey is
only certified for boundary and this transaction only. Surveyor did not obstruct property. Easements,
building lines, etc. shown are as identified by:

GF ATCH15048898A of ALAMO TITLE GUARANTY INSURANCE COMPANY

Fred W. Lawton, Registered Professional Land Surveyor No. 2321

ADDRESS: 1974 JOBES COURT
CITY: ALVIN, TEXAS
PURCHASER: CHARLES M. BERG AND CHANAN R. BERG
JOB NO: BH176 DATE: 05-05-15 SCALE: 1"=20'-00" REVISION:
LENDER:
Key Map 695L/M



SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Suite J-101 Houston, Texas 77082
TEL. (281) 556-6918 FAX (281) 556-9331

M.C./BC

CUSTOMER INFORMATION

LAST NAME: BERG

ADDRESS: 1974 JOBES COURT

CITY/ZIP: ALVIN, TX 77511

PHONE #: 832-287-7470 GATE CODE: _____

DESIGNER: ALEX ROBBINS SUPER: _____

BOND BEAM: _____ FINISH: _____

STEEL SCHEDULE

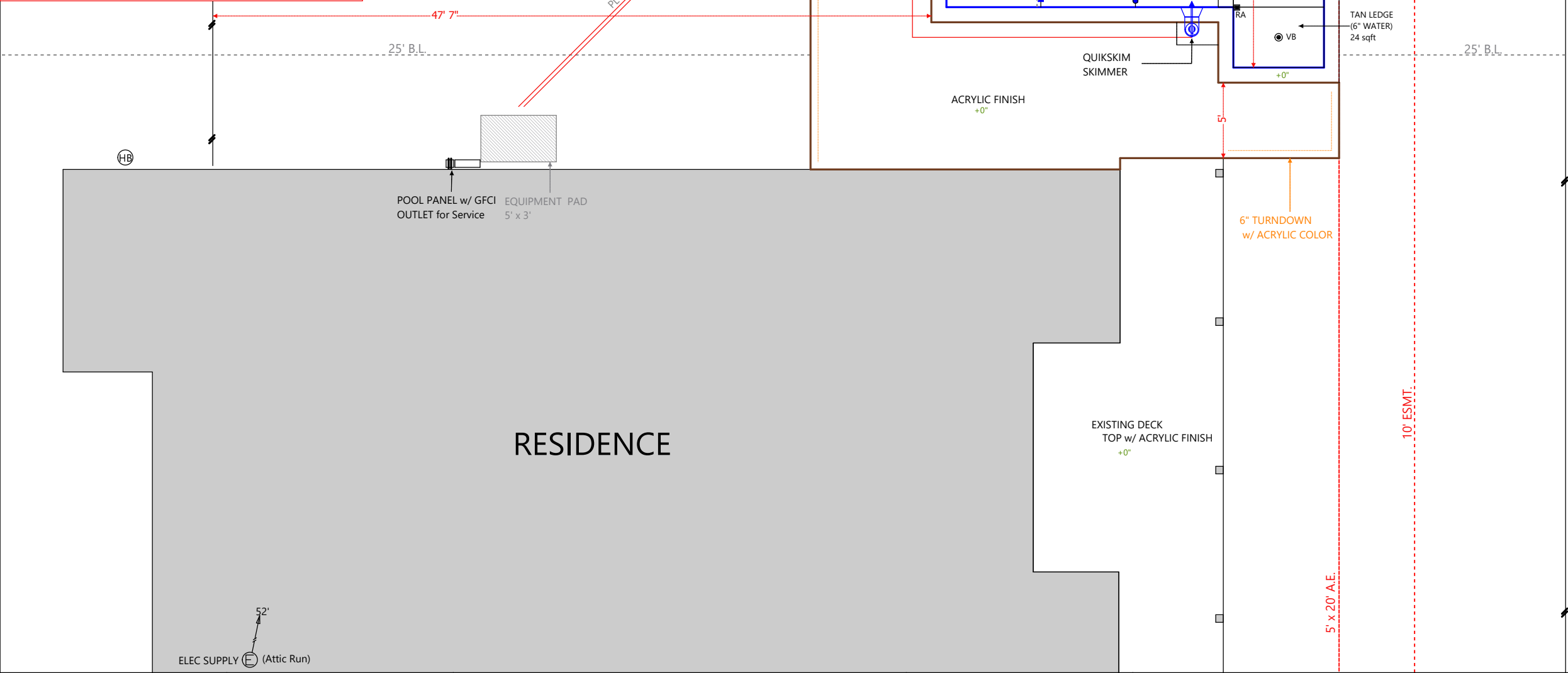
BOND BEAM: 4 Rows @ #4 (1/2")

POOL SHELL: #3 (3/8") @ 8" O.C.E.W.

EXCAVATION and GUNITE

POOL WALLS: 6" POOL FLOORS: 8"

ALL ELEVATED/EXPOSED POOL WALLS to be 12" THICK



BERG

PAGE 1 of 2

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

PLAN REVISION

ORIGINAL

CONTRACT NOTE:
FENCE REMOVE and REPLACE by CODY

CONSTRUCTION PLUMBING NOTE:
EACH VENTURI SKIMMER TO HAVE INDEPENDENT RETURN LINE w/ VALVE

PLUMBING NOTE:
(1) ACTUATOR INCLUDED

DECK DRAINAGE:
Pool Overflow to Site.
70' of 4" Drain Line with (7) Heads are Included.
(Route TBD by SUPER and DECK CREW)

CONTRACT NOTE:
(1) VB SLEEVE INCLUDED.
Location to be verified at Layout

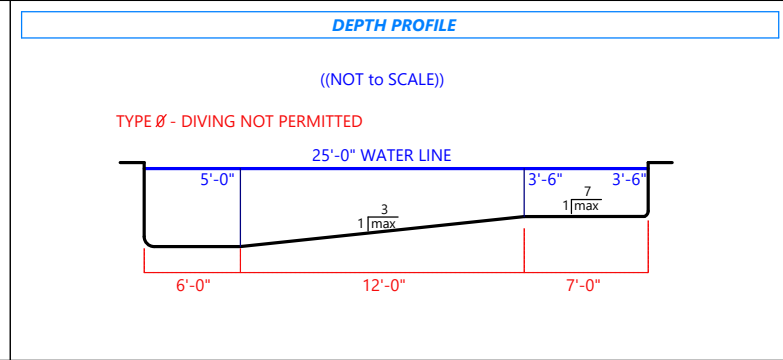
PLAN NOTE:
NO PORTION OF THE POOL WILL BE WITHIN AERIAL EASEMENT

POOL SPECS
PERIMETER: <u>83'</u>
AREA: <u>331 sqft</u>
DIMENSIONS: <u>25' x 16'</u>
GALLONS: <u>9,862</u>
TURNOVER: <u>1.83 HRS @ 90 GPM</u>
*** VGBA 2017 ACT COMPLIANT *** ALL SUBMERGED SUCTION OUTLETS ARE EQUIPPED w/ DUAL DRAIN COVERS and/or SINGLE UNBLOCKABLE DRAINS WHICH ARE ASME/ANSI A112.19.8 RATED

DECK SPECS
"A" TYPE: <u>ACRYLIC FINISH</u>
"A" AREA: <u>410 sqft</u>
"B" TYPE: <u>N/A</u>
"B" AREA: <u>N/A</u>
"C" TYPE: <u>N/A</u>
"C" AREA: <u>N/A</u>
TOP EX. TYPE: <u>ACRYLIC FINISH</u>
TOP EX. AREA: <u>391 sqft</u>
TURNDOWN TYPE: <u>ACRYLIC COLOR</u>

EQUIPMENT SPECS	
CIRC PUMP: <u>Intelliflo i3 (3HP) #011075</u>	CONTROL PANEL: <u>IntelliCenter iSP</u>
PUMP #2: <u>N/A</u>	REMOTE: <u>(App Incl)</u>
PUMP #3: <u>N/A</u>	SANITIZER: <u>INLINE</u>
FILTER: <u>Cartridge CCP 420</u>	BLOWER: <u>N/A</u>
HEATER: <u>N/A</u>	FILL LINE: <u>N/A</u>
CLEANER: <u>Pentair Prowler 920 Robotic</u>	OTHER: <u>36" SHEER</u>
POOL LIGHT: <u>(1) IntelliBrite LED</u>	OTHER: <u>N/A</u>
SPA LIGHT: <u>N/A</u>	OTHER: <u>N/A</u>
OTHER: <u>N/A</u>	OTHER: <u>N/A</u>

PLUMBING SPECS
MAIN DRAIN: <u>39'</u> SKIMMER: <u>50'</u>
SPA: <u>N/A</u> Common Return: <u>N/A</u>
FEATURE A: <u>50' (Sheer)</u>
FEATURE B: <u>N/A</u>
FEATURE C: <u>N/A</u>
FEATURE D: <u>N/A</u>
WAVE VALVE to EQ: <u>N/A</u>
WAVE VALVE to POOL: <u>N/A</u>
ELEC: <u>52' (Attic Run)</u> GAS: <u>N/A</u>



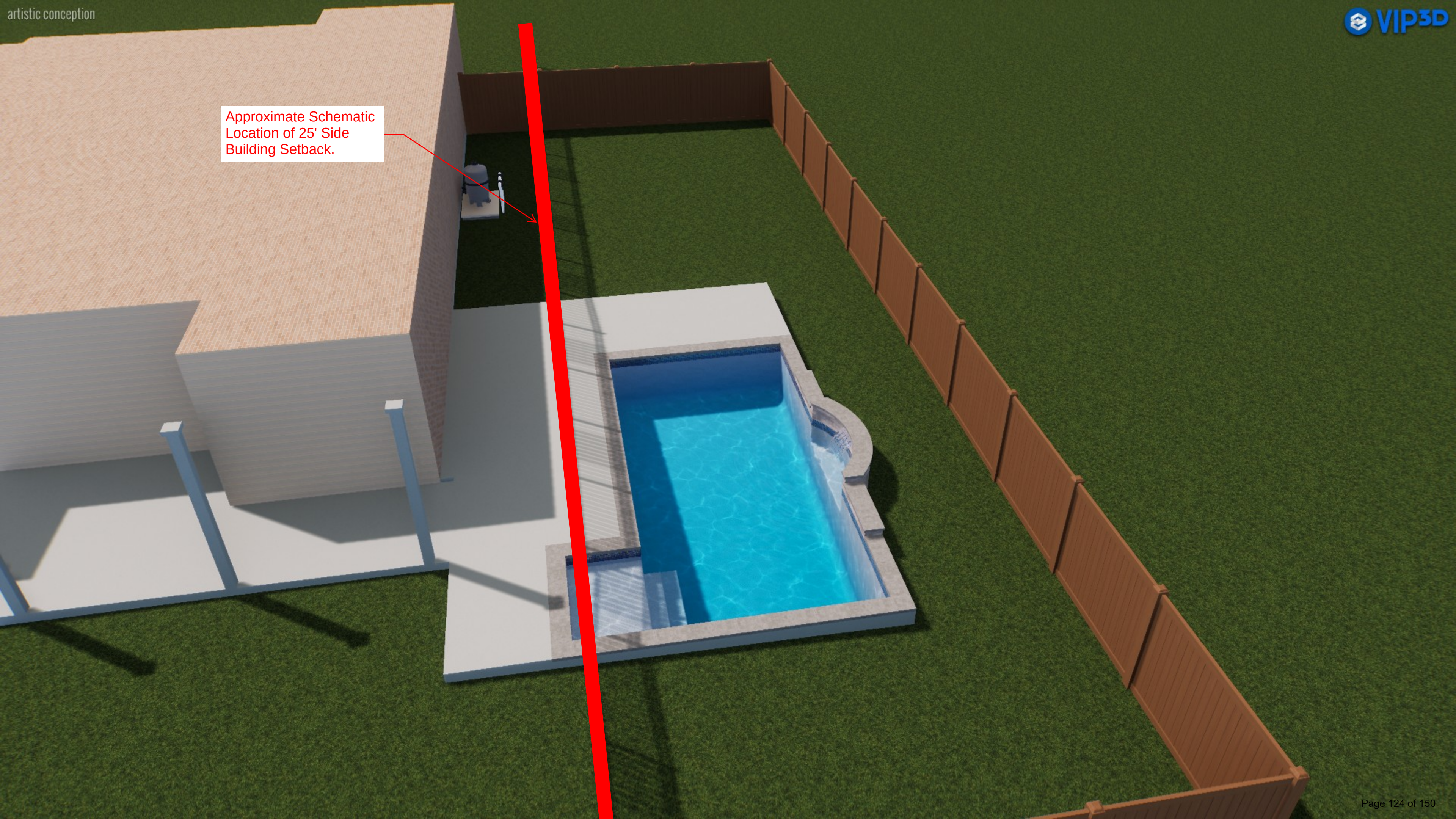
Cody Pools

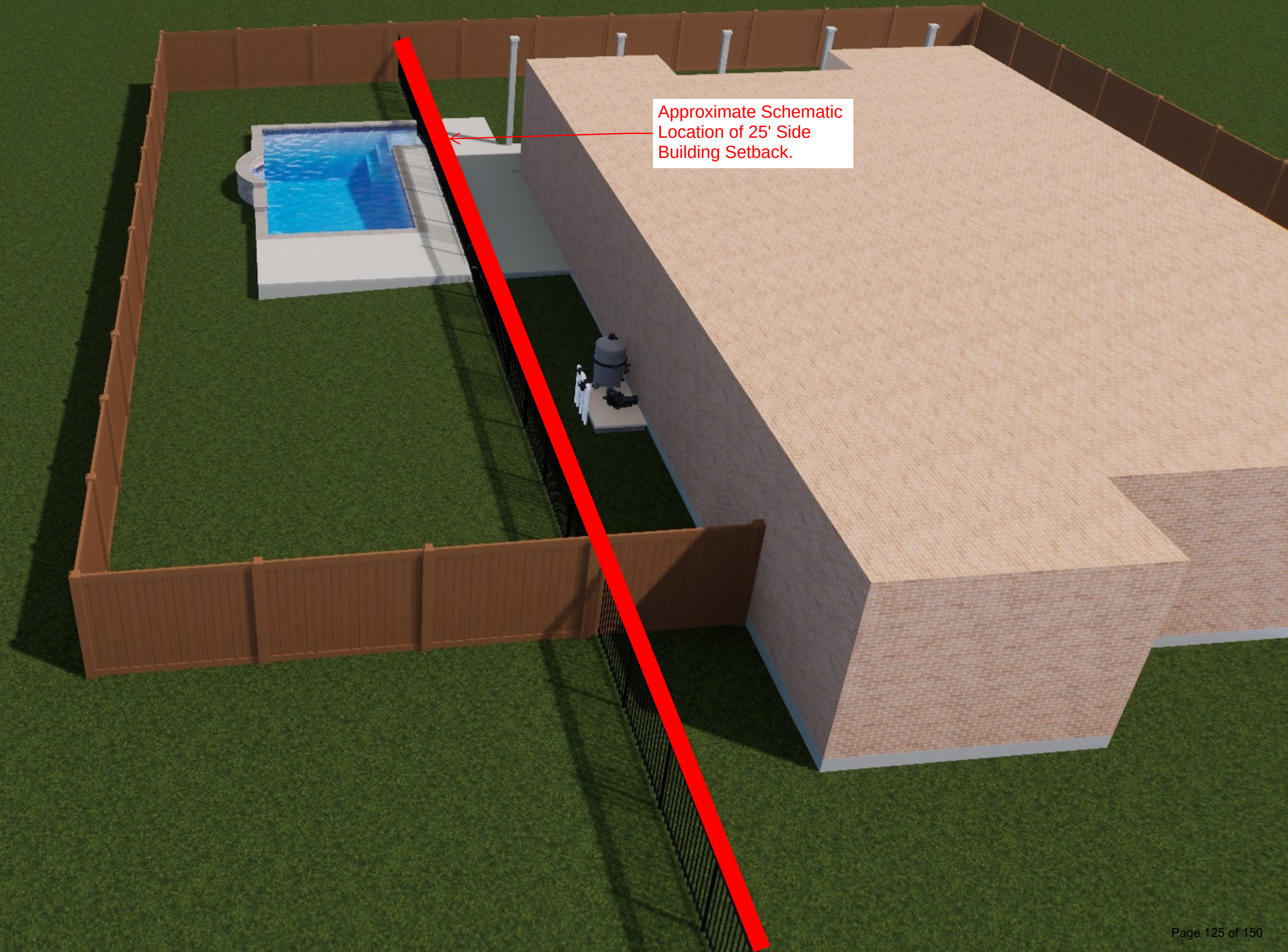
APPROVAL

I (owner/s) have reviewed and approve this plan as correct within reasonable tolerance. I understand that any changes to shape or location may result in delay of project and additional cost.

x

Approximate Schematic
Location of 25' Side
Building Setback.





Approximate Schematic
Location of 25' Side
Building Setback.



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the Kendall Lakes South development, a Planned Unit Development of 51.52 acres, to deviate from a requirement set forth in Chapter 21, Subdivisions and Property Development, Article VI, Planned Unit Developments Section 110(c.)(6.), to construct park equipment amenities after plat recordation, instead of prior to plat recordation.

Type of Item: Action Item

Summary: On April 1, 2024, the Engineering Department received a variance request for the proposed Kendall Lakes South Development to construct park amenities after plat recordation, instead of prior to recordation, to mitigate potential damage to installed equipment during the infrastructure construction phase and to delay the start of the warranty period for installed equipment to the developer.

The City Planning Commission unanimously approved the plat at their meeting on April 16, 2024.

Staff recommends approval of the variance.

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: 4/25/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Kendall Lakes South; PUD; Variance Request
-

Recommendation: Move to approve a variance request for the proposed Kendall Lakes South development, a Planned Unit Development of 51.52 acres, to deviate from a requirement set forth in Chapter 21, Subdivisions and Property Development, Article VI, Planned Unit Developments Section 110(c.)(6.), to construct park equipment amenities after plat recordation, instead of prior to plat recordation.

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: ☒

Kendall Lakes South Planned Unit Development

Prepared for:



FRIENDSWOOD
DEVELOPMENT COMPANY
A Lennar Company

I. INTRODUCTION	Page 2
II. PROJECT DESCRIPTION	Page 2
1. Compliance with Comprehensive Plan	Page 2
2. PUD Parks and Green Space.....	Page 3
III. VARIANCE	Page 3

EXHIBITS

- Exhibit A – Area Location Map
- Exhibit B – Conceptual Development Plan
- Exhibit C – Conceptual Amenities and Open Space Plan
- Exhibit D – Conceptual Park Imagery

I. INTRODUCTION

The Kendall Lakes South Planned Unit Development (PUD) was prepared on behalf of Friendswood Development Company pursuant to *Sec. 21-110. Planned Unit Developments of the City of Alvin Subdivision Ordinance*. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most appropriate uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Kendall Lakes South PUD is located in the Northern portion of Alvin and is a 51.52-acre development on the East of Highway-35 and the North by the Kendall Lakes subdivision. The Area Location Map (**Exhibit ‘A’**) illustrates the location of the project.

Kendall Lakes development was approved by Planning and Zoning Commission as a Master Planned subdivision of approximately 274 acres with 684 homesites. This extension of Kendall Lakes (**Exhibit ‘B’**) will look to adopt a PUD that will continue the community in a typical residential subdivision with standards of the same quality, aesthetics, and overall development as the aforementioned community was constructed.

II. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

The intent of City of Alvin under *Ordinance No. 23-BB, ARTICLE VI. PLANNED UNIT DEVELOPMENTS* is to encourage high-quality development in the City by providing additional flexibility to take advantage of special site characteristics, diversification of lots or land uses. This document establishes development standards that in correlation with the set requirements for properties specifically located within the boundaries of the Kendall Lakes South PUD. The development of an internal park system that will include walking trails, a traditional park and significant open space area will help to provide for the City’s future open space needs. Complying to the Planned Unit Development guidelines will be as followed:

- The minimum size of a PUD shall be ten (10) acres, and not less than seven (7) percent of the total area shall be set aside for common areas, contiguous green space.
- Utility easements, drainage easements, or pipeline easements shall not be used in calculating the seven (7) percent requirement.
- Each lot shall be a minimum of five thousand five hundred (5,500) square feet in size.
- Each section must maintain an average lot width of sixty (60) feet as measured at the front building setback line with no lot to be less than (50) feet wide.
- Twenty-five-foot front building setback.
- Ten-foot street side building set back on corner lots
- All streets shall have a minimum right-of-way width of sixty (60) feet.

2. PUD Parks and Green Space

The pedestrian walking trail, open space, and park infrastructure is illustrated on the Conceptual Amenities and Open Space Plan (**Exhibit 'C'**). Throughout the park system the trail will provide easy and safe pedestrian access for existing and future homeowners within the area via community sidewalk. The two proposed park reserves will feature passive and active areas for various activities for residents to enjoy. The amenities to be included are shown in (**Exhibit 'D'**) as Conceptual Park Imagery and noted below:

- 51.52 ac PUD Development - PUD Park – (51.52ac x 7% Amenitized Green Space = 3.61ac)
- Walking trails (5' concrete path)
- Enhanced landscaping and tree-planting areas
- Park benches & picnic tables
- Various multi-age playground structures
- Dog waste stations
- Park trash cans
- Covered pavilion or shade structure

III. VARIANCE

There is a single variance to the City of Alvin development regulations anticipated by the Kendall Lakes South PUD.

- In order to pull permits, all amenities are required to be constructed prior to the one-year acceptance period of the section's residential construction.

EXHIBIT A

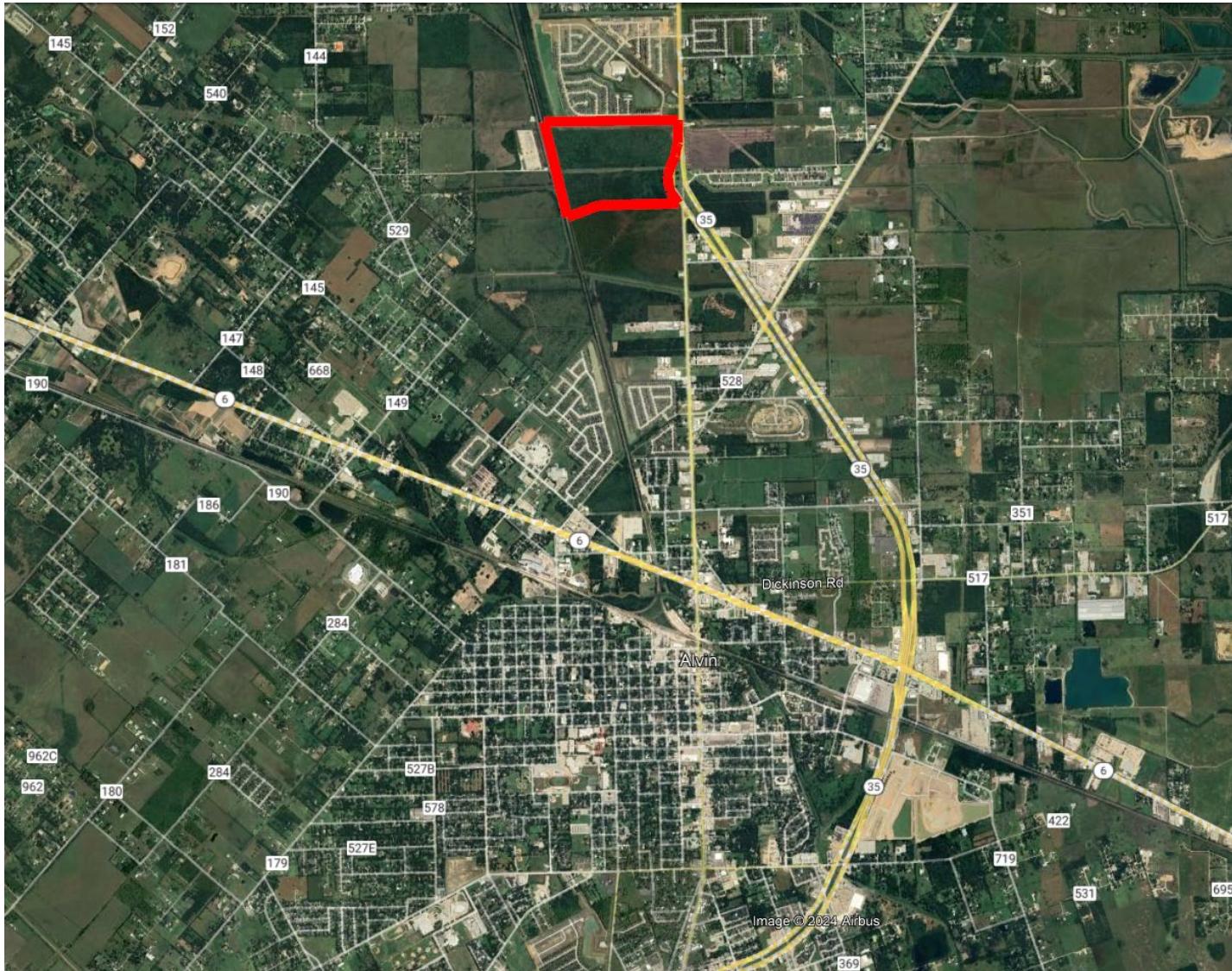


EXHIBIT B

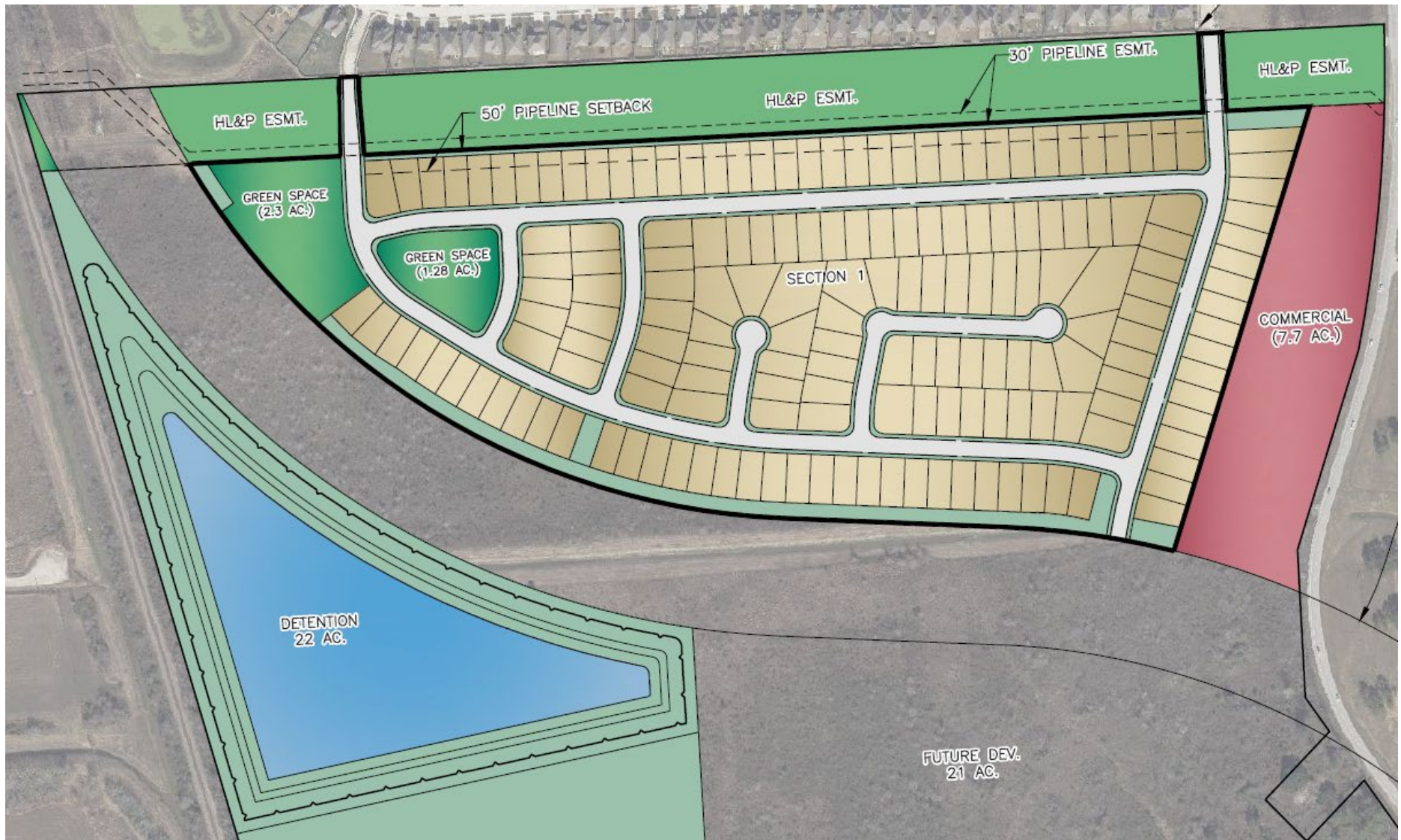


EXHIBIT C.1

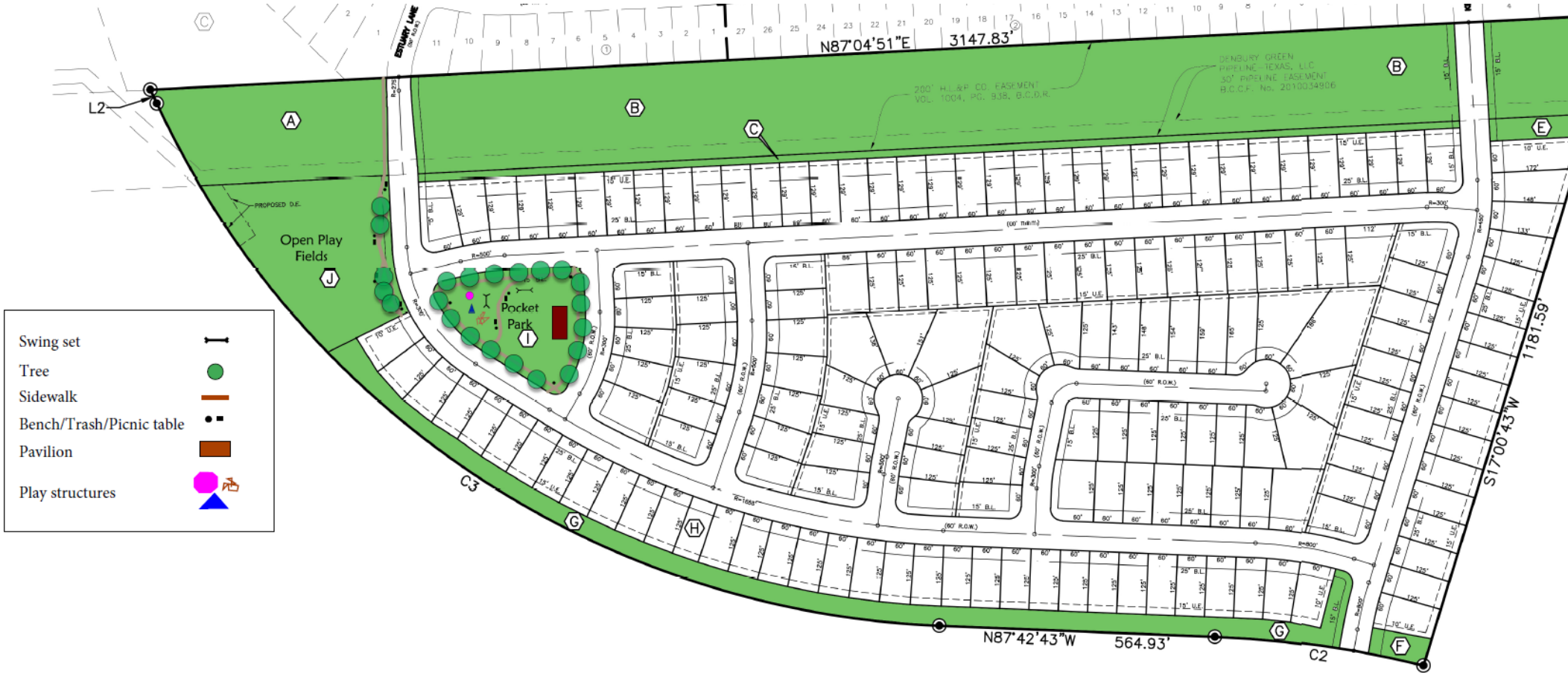


EXHIBIT C.2

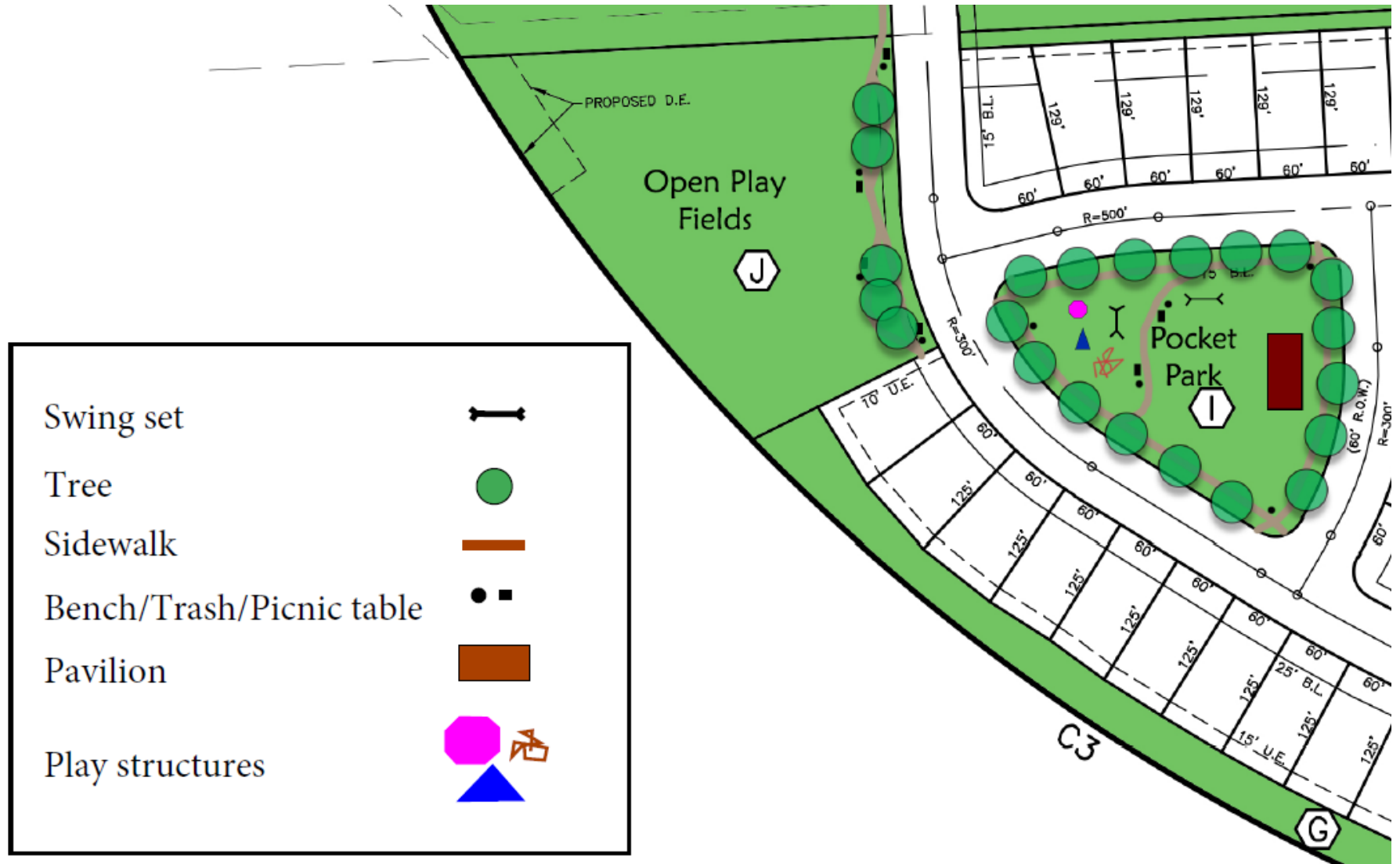


EXHIBIT D





AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement for the roof replacement of the city-owned building located at 302 W. House Street (Recreation Station) to JACO Roofing & Construction, Inc. through the Interlocal purchasing system (TIPS) in an amount not to exceed \$114,904.00; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: The existing upper and lower roof of the building were installed January 1997. Both roofing systems have surpassed their useful life of approximately 20-25 years. During that time professional patchwork has been completed when necessary and now replacement is inevitable. The rain event on 4/28 saw water penetration in five different areas of the building. (Kitchen, Storage, Exercise, Pre-School and Art room). Both existing roofing systems and gutter will be removed and replaced. The new roofing system would be duro-last mechanically fastened roof system, providing a 15-year warranty on labor and materials. The not to exceed price includes \$108,400 quote + \$6,504 (6% contingency) = \$114,904.00.

Funds for this project come from interest earned on money the City of Alvin received related to the American Rescue Plan Act of 2021. Interest earned on this money is not restricted per the ARPA guidelines and can be used for any worthwhile project.

Staff recommends approval of the agreement with JACO Roofing & Construction Inc.

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

Funding Account: 103-9001-00-3100 **Amount:** \$114,904 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/29/2024 SLH

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

Supporting documents attached:

1. Jaco TIPS Proposal; Recreation Station Roof
 2. Email from City Mgr Dated 04.10.24
-

Recommendation: Move to approve an agreement for the roof replacement of the city-owned building located at 302 W. House Street (Recreation Station) to JACO Roofing & Construction, Inc. through the Interlocal purchasing system (TIPS) in an amount not to exceed \$114,904.00; and authorize the City Manager to sign related documents upon legal review.

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

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



Reroof Proposal - Based on Contract #21060301 with TIPS

April 16, 2024

City of Alvin
216 W. Sealy St.
Alvin, TX 77511

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM @ RECREATION STATION BUILDING LOCATED AT 302 W. HOUSE STREET IN ALVIN, TX.

PROPOSAL INCLUDES REROOF OF BOTH THE UPPER AND LOWER ROOF AREAS.

PROPOSAL INCLUDES NEW GUTTERS AND DOWNSPOUTS.

Attn: Dan Kelinske

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 15-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project.

This proposal is based on utilizing the following material and qualifications:

1. Duro-Last 50 mil. white PVC reinforced membrane.
2. Duro-Last 4" fascia bar with metal fascia trim at open perimeter, with termination bar in the new gutter.
3. Underlayment: Duro-Guard 3/8" XPS recover insulation.
4. New 24 ga. prefinished gutters and downspouts to be installed in the existing locations.
5. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Proposal based on overlaying of existing roof, per manufacturer specifications.
2. Walk-pads are included at HVAC equipment.
3. City to supply a dumpster for trash and debris.
4. City to waive permit fee.
5. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
6. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
7. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacorroofing.com
info@jacorroofing.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

8. This pricing proposal was developed using Jaco's contract number 21060301 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.
9. Windstorm inspection is included for roof system only; HVAC or other components are not included in certification.
10. City permit is included.
11. State and local taxes are not included.
12. Bond is not included.
13. Quotation based on Jaco's Standard Insurance Limits; 1 Million General Liability, 2 Million General Aggregate with 10 Million Excess/Umbrella Liability, 1 Million Automobile Liability.
14. Payment terms: One half of contract amount due upon delivery of roofing materials to jobsite and reroof commencement, with balance due upon completion. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.

TOTAL PROPOSAL \$ 108,400.00

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

Agreed and Accepted:

By:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)



THE INTERLOCAL PURCHASING SYSTEM

Jaco Roofing
1-800-265-5226 **& CONSTRUCTION, INC.**

From: Junru Roland <jroland@cityofalvin.com>

Sent: Wednesday, April 10, 2024 11:28 AM

To: Mayor and City Council <U_MayorandCityCouncil@cityhall.cityofalvin.com>

Subject: Recap from last night's storm

- Recreation Station - Water Penetration into kitchen area (currently checking for roof leak)
- Generator activation:
 - WWTP – 4AM – still running as of 8 AM
 - WWTP lost power because a tree limb fell onto the power lines on CR 160. The generator started up and is powering the plant.
 - A water well site lost power very briefly, but the power was quickly restored.
- There were reports of tree limbs down in various areas and staff is out collecting the downed limbs.
- Tree down on the west end of the Station 1 property
- Some branches were down on Mustang and a traffic light went out at SH35/FM2403
- A tractor trailer rig blew over blocking 288 at FM1462. The driver suffered a possible broken leg. 288 was shut down for a couple of hours or so. Rosharon Fire and Angleton EMS responded.
- Nothing major as far as flooding.





AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: City Secretary

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

Agenda Item: Consider appointment to the Planning Commission to fill the unexpired term of Missy Jordan through December 31, 2025.

Type of Item: Action Item

Summary: With the resignation of Ms. Jordan, there will be six (6) members on the Planning Commission. The Alvin Code of Ordinances states that the Planning Commission shall consist of no less than five (5) members, and may not have more than eleven (11) members. As outlined in the Board and Commission manual, City Council's preference is to maintain all boards and commissions at seven (7) members uniformly. Therefore, an appointment to the Planning Commission would be appropriate.

Current members on the Planning Commission are: Abrin brooks, Ashley Davis, Santos Garza, Jason Jones, Scott Loy and Samuel Washington.

Staff reviewed the notes from the Board and Commission interviews held in December 2024. Despite listing the Planning Commission as their first choice of service, the individuals below were appointed to their subsequent choices due to the lack of vacancies on the Planning Commission at that time.

- **Clenon Mitchell**, (Building Board of Adjustments and Appeals and the Civil Service Commission)
- **Caiden Anderson**, (Parks & Recreation Board)

Staff reached out to both individuals. Mr. Mitchell expressed keen interest in being considered for placement on the Planning Commission, indicating his readiness to resign from his position on the BBOAA if necessary. Mr. Anderson expressed interest in serving on the Planning Commission; however, he has decided to forgo consideration for appointment at this time and will remain on the Parks & Recreation Board.

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: 4/25/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Planning Commission Applicant List
-

Recommendation: Move to appoint _____ to fill the unexpired term of Missy Jordon on the Planning Commission through December 31, 2025.

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

Board/Commission Applicant Information for Interview					
Name	Boards applying for	Present for Interview	# Years on Board	New Applicant	Interview Notes
Anderson, Caiden *	Planning (currently serving on Parks Board and Animal Shelter Board)	Y	-	yes	comments from 11/30: open to serving on any of the boards listed in order
Mitchell, Clenon	Planning (currently on Civil Service)	Y	-	yes	comments from 11/30: would be interested in BBOAA if not appointed to Planning

* = Alvin Upfront Citizens Academy

Updated 04/25/2024



AGENDA COMMENTARY

Meeting Date: 5/2/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss the placement of east/west stop signs at the intersection of Adoue Street and Hill Street.

Type of Item: Discussion & Direction

Summary: This item is on the agenda for discussion per Council member DeKeyzer's request at the April 18, 2024, city council meeting. A map of the area is included for discussion.

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: 4/25/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. East West Adoue Stop Signs
 2. All Traffic Summary; 400 block Adoue
 3. Adoue April 14-30 2024
-

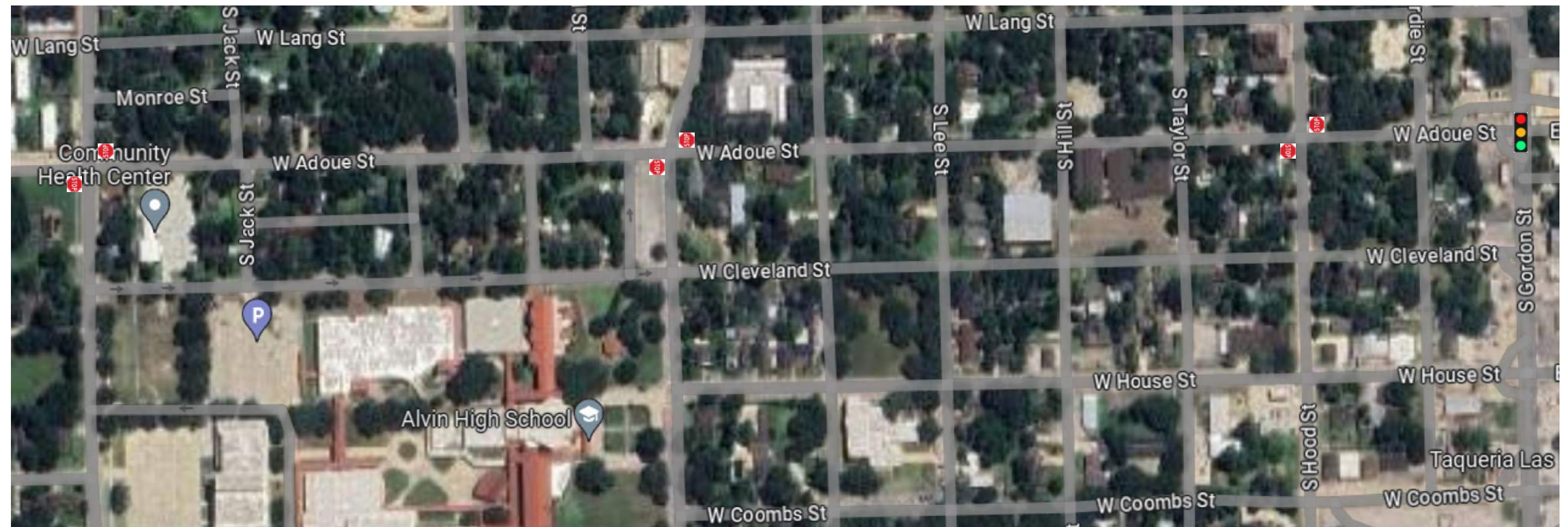
Recommendation:

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: ☒





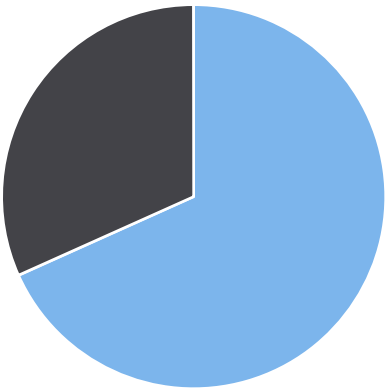
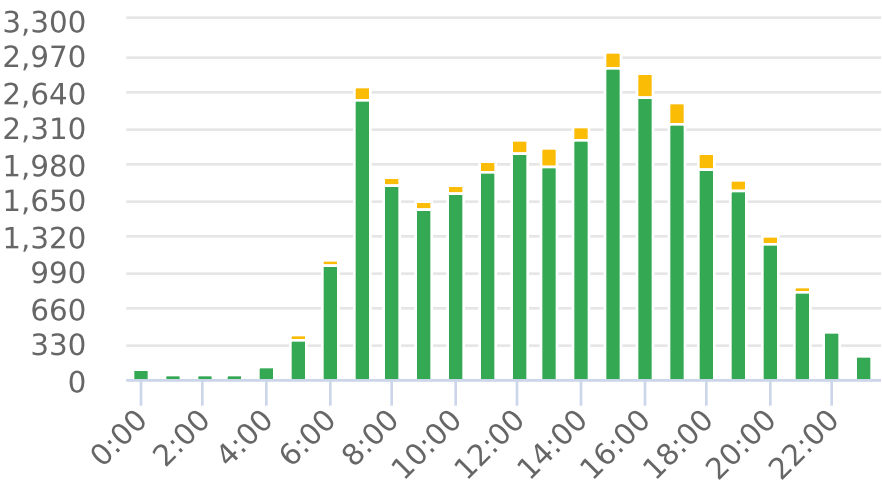
Start: 2024-04-15
End: 2024-04-30
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

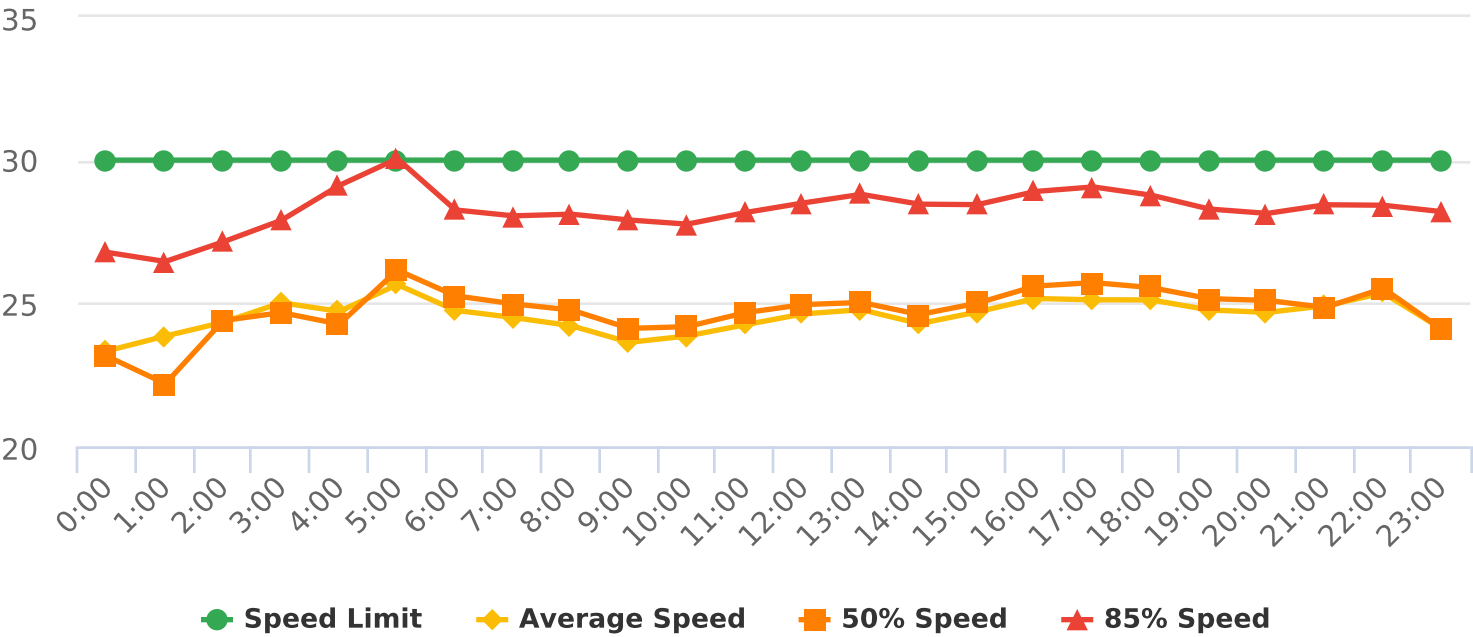
Overall Summary

Total Days of Data: 16
Speed Limit: 30
Average Speed: 24.62
50th Percentile Speed: 25.01
85th Percentile Speed: 28.43
Pace Speed Range: 20-30

Minimum Speed: 10
Maximum Speed: 50
Display Mode: Speed Display, Dependent
Average Volume per Day: 2102.9
Total Volume: 33647



● Violators ● Inside Threshold ● Compliant ● Vehicles Slowed ● Other





Extended Speed Summary

W Adoue St, 400 block EB, EB

Start: 2024-04-15

End: 2024-04-30

Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display, Dependent Messages	30	98	0	0.0%	6.5	0.0	10	35	23.3	23.1	26.8	68.6%
1:00	Dependent Messages, Speed Display	30	48	0	0.0%	3.2	0.0	11	35	23.9	22.2	26.5	64.6%
2:00	Speed Display, Dependent Messages	30	48	1	2.1%	3.2	0.1	11	48	24.3	24.4	27.1	60.4%
3:00	Dependent Messages, Speed Display	30	58	0	0.0%	3.9	0.0	10	40	25.0	24.7	27.9	74.2%
4:00	Speed Display, Dependent Messages	30	137	0	0.0%	9.1	0.0	10	40	24.7	24.3	29.1	67.2%
5:00	Dependent Messages, Speed Display	30	415	1	0.2%	27.7	0.1	10	43	25.7	26.2	30.1	69.2%
6:00	Speed Display, Dependent Messages	30	1097	0	0.0%	73.1	0.0	10	38	24.8	25.3	28.3	68.6%
7:00	Dependent Messages, Speed Display	30	2678	1	0.0%	191.3	0.1	10	44	24.5	25.0	28.1	64.3%
8:00	Speed Display, Dependent Messages	30	1861	0	0.0%	132.9	0.0	10	39	24.2	24.8	28.1	70.7%
9:00	Dependent Messages, Speed Display	30	1644	0	0.0%	117.4	0.0	10	40	23.6	24.1	27.9	68.9%
10:00	Speed Display, Dependent Messages	30	1778	1	0.1%	118.5	0.1	10	42	23.9	24.2	27.8	66.8%
11:00	Speed Display, Dependent Messages	30	2004	2	0.1%	133.6	0.1	10	42	24.2	24.7	28.2	67.8%
12:00	Speed Display, Dependent Messages	30	2194	0	0.0%	146.3	0.0	10	38	24.6	25.0	28.5	69.7%
13:00	Speed Display, Dependent Messages	30	2118	3	0.1%	141.2	0.2	10	45	24.8	25.0	28.8	69.6%
14:00	Speed Display, Dependent Messages	30	2323	1	0.0%	154.9	0.1	10	42	24.3	24.6	28.5	68.0%



Extended Speed Summary

W Adoue St, 400 block EB, EB

Start: 2024-04-15
End: 2024-04-30
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
15:00	Speed Display, Dependent Messages	30	3010	0	0.0%	200.7	0.0	10	39	24.7	25.0	28.4	67.0%
16:00	Speed Display, Dependent Messages	30	2819	2	0.1%	187.9	0.1	10	45	25.2	25.6	28.9	68.7%
17:00	Speed Display, Dependent Messages	30	2535	4	0.2%	169.0	0.3	10	50	25.1	25.7	29.1	70.8%
18:00	Speed Display, Dependent Messages	30	2079	0	0.0%	138.6	0.0	10	40	25.1	25.5	28.8	70.2%
19:00	Speed Display, Dependent Messages	30	1827	2	0.1%	121.8	0.1	10	45	24.8	25.2	28.3	68.3%
20:00	Speed Display, Dependent Messages	30	1317	1	0.1%	87.8	0.1	10	46	24.7	25.1	28.1	64.2%
21:00	Speed Display, Dependent Messages	30	859	0	0.0%	57.3	0.0	10	40	24.9	24.9	28.4	71.5%
22:00	Speed Display, Dependent Messages	30	472	0	0.0%	31.5	0.0	10	39	25.4	25.5	28.4	65.3%
23:00	Speed Display, Dependent Messages	30	228	0	0.0%	15.2	0.0	10	36	24.1	24.1	28.2	67.3%
Total Volumes/ Avg			33647	19	0.1%	2272.6	1.4	10	50	24.6	24.7	28.3	68.0%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			33647	19	0.1%	2272.6	1.4	10	50	24.6	24.7	28.3	68.0%

<u>Date</u>	<u>Charge</u>	<u>Citation/Warning</u>
2024-04-18 15:45:45	WINDOW TINT VIOLATION	CITATION
2024-04-26 16:01:31	ASSAULT BY CONTACT F/VIO	CITATION
2024-04-29 07:35:17	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-16 09:16:56	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-16 07:17:03	SPEEDING	CITATION
2024-04-29 07:06:19	DISREGARD STOP SIGN	CITATION
2024-04-26 15:48:06	ASSAULT BY CONTACT F/VIO	CITATION
2024-04-16 20:21:10	FAIL TO SIGNAL TURN FOR 100 FT	WARNING
2024-04-15 20:27:45	DEFECTIVE STOP LAMPS	WARNING
2024-04-16 09:30:33	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	WARNING
2024-04-29 07:49:49	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-26 09:55:08	DISREGARD STOP SIGN	WARNING
2024-04-18 07:44:09	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-16 08:47:12	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-16 07:28:56	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	CITATION
2024-04-26 10:42:51	DISREGARD STOP SIGN	WARNING
2024-04-25 19:00:47	OPERATE WITH EXPIRED REGISTRATION INSIGNIA	WARNING
2024-04-15 20:11:19	DEFECTIVE TAIL LAMPS	WARNING
2024-04-16 09:58:31	SPEEDING	WARNING
2024-04-23 15:50:34	NO DL	CITATION
04/24/2024 15:09	EXPIRED REGISTRATION	WARNING
04/24/2024 15:23	EXPIRED REGISTRATION	CITATION
04/24/2024 15:27	EXPIRED REGISTRATION	CITATION
04/24/2024 15:36	EXPIRED REGISTRATION	CITATION
04/24/2024 15:44	FAIL TO SIGNAL TURN FOR 100 FT	CITATION

Officer

BREWER

RANEY

CRUZ

CRUZ

CRUZ

CRUZ

RANEY

RAMSEY

DARNELL

CRUZ

CRUZ

RANEY

CRUZ

CRUZ

CRUZ

RANEY

RAMSEY

GREEN

CRUZ

SCHWANBECK

HUBBARD

HUBBARD

HUBBARD

HUBBARD

HUBBARD