

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA

THURSDAY, AUGUST 4, 2016

7:00 P.M.

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, August 4, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Recognition of first responders by the parents of Josh Palin who was injured in a motor vehicle accident.
 - B. Nelva Urick Recognition; recipient of the Keep Texas Beautiful O.P. Schnabel Senior Citizen Award.
 - C. Keep Alvin Beautiful Recognition; recipient of the Keep Texas Beautiful Gold Star Award.
5. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the July 21, 2016 City Council workshop.
 - B. Approve minutes of the July 21, 2016 City Council meeting.
 - C. Consider Addendum No. 2 for a one (1) year renewal to the Agreement for Manicured Mowing Services with DeLeon & Son Lawn Services, Company for mowing services of various city properties, in an amount not to exceed \$101,085; and authorize the City Manager to sign.

- D. Consider Addendum No. 3 for a one (1) year agreement renewal with LTS Lawn Care for Lawn Maintenance Services of selected city parkland, in an amount not to exceed \$32,227.87; and authorize the City Manager to sign.
- E. Consider Addendum No. 1 for a one (1) year agreement renewal with Comfort Systems USA South Central for HVAC preventative maintenance and repair services of various city buildings, in an amount not to exceed \$36,400.90; and authorize the City Manager to sign.
- F. Consider awarding bid for the City's Janitorial Services Contract to Oriental Building Services, Inc. in the amount of \$80,780.52 for FY 2016-2017; and authorize the City Manager to sign.
- G. Consider an Interlocal Agreement with the City of Hillcrest Village for use of the Alvin Animal Adoption Center with automatic one (1) year renewal; and authorize the City Manager to sign.
- H. Consider an Interlocal Agreement with the City of Manvel for use of the Alvin Animal Adoption Center with an automatic one (1) year renewal; and authorize the City Manager to sign.
- I. Consider a final plat of Freedom Subdivision (1401 S. Gordon Street), being a 4.42-acre tract of land out of Lot 7, Block D, of the subdivision of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas.
- J. Consider a final plat of Roy Estates (2570 County Road 357), being a 2.75-acre tract of land located in the I. & G.N.R.R. Company Survey, Section 25, Abstract 620 in Brazoria County, Texas.

6. OTHER BUSINESS:

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

- A. Discuss and take a record vote to propose a tax rate of \$0.7980 per \$100 of assessed valuation, which is a tax increase of 3.42% above the effective tax rate, to be adopted at a future meeting.
- B. Consider setting two (2) public hearings concerning the proposed tax rate to be held Thursday, August 18, 2016 at 7:00 P.M. and Thursday, September 1, 2016 at 7:00 P.M. in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy, Alvin, Texas.
- C. Consider Ordinance 16-P; amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limits established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this ordinance; providing for a penalty, providing for a repealer clause and severability clause, providing for publication, and effective date; and setting forth other provisions related thereto.
- D. Discuss proposed amendments to the Alvin Code of Ordinances; Chapter 28 Comprehensive Fees; including Alvin Convention and Visitors Bureau Alvin Depot, Emergency Medical Services, Parks and Recreation Senior Center Rentals, Water & Sewer Fees, Driveway and Culvert Permit Fees.

- E. Consider Ordinance 16-Q; amending Chapter 35, Corridor Land Use Regulations, of the Code of Ordinances, City of Alvin, Texas, by amending certain sections pertaining to the facades within view of the corridor and the screening of certain vehicles displayed for sale or lease adjacent to the corridor; providing for a penalty, providing for a repealer clause and severability clause, providing for publication and effective date; and setting forth other provisions related thereto.
- F. Consider Ordinance 16-S; amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, by adding a new section 21-42.1; allowing for a fee in lieu of sidewalk installation and setting forth other provisions related thereto.
- G. Consider the cancellation of the October 6, 2016 City Council meeting for members of staff and City Council to attend the Texas Municipal League Conference in Austin, Texas.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

8. REPORTS FROM COUNCIL MEMBERS

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

- A. Announcements and requests from Council members.

9. EXECUTIVE SESSION

The City Council will convene into a Closed Executive Meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

- A. Section 551.071(2) Attorney consultation to receive attorney advice and counsel in connection with the city's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.
- B. Section 551.071 of the Government Code: Consultation between governmental body and its attorney to seek advice of attorney about pending or contemplated litigation or a settlement offer or a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

10. RECONVENE TO OPEN SESSION

- A. Consider action(s), if any, on item(s) discussed in Executive Session.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, AUGUST 1, 2016 at 4:00 P.M.

(SEAL)



Dixie Roberts, City Clerk

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
June 21, 2016**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Chris Hartman, Vice Chair; Santos Garza; Randy Reed; Charles Buckelew; Martin Vela and Robin Revak-Golden. Also present were Roy Sosa, Plans Examiner; Mike Collins, Building Official and Shana Church, Administrative Assistant. Absent were Darrell Dailey, Missy Jordan and Sussie Sutton.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of May 17, 2016.

Commission Member Martin Vela motioned to approve the minutes of the regular Planning Commission meeting of May 17, 2016. Seconded by Charles Buckelew, the motion carried on a vote of 3 ayes and 0 nays. Members Randy Reed and Robin Revak-Golden abstained from the vote since they did not attend the May meeting.

4. Consider final plat of Country Lane Estates, being a subdivision of 8 acres (4455 County Road 172) out of lots 8 and 9 of the Otto Redeker Subdivision as recorded in volume 89, page 448, Deed Records, Brazoria County, Texas, situated in the Francis Moore League, abstract 100, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Vela motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 5 ayes and 0 nays.

5. Discuss and consider amendments to Chapter 35 Corridor Land Use of the City of Alvin Code of Ordinances. Commission Member Vela motioned to table the amendments to Chapter 35 Corridor Land Use of the City of Alvin Code of Ordinances until the City Engineer has the opportunity to consult with Legal to further define outdoor storage. Seconded by Member Garza, the motion carried on a vote of 5 ayes and 0 nays.

6. Reports or requests from Commission Members.

Martin Vela mentioned the business between Ave E ½ and Highway 6 has vehicles behind the building that are encroaching onto the railroad right of way, and high grass which is not good for our Corridor. Roy Sosa stated he will get with Code Enforcement on the issue. Robin Revak-Golden questioned why the Community Garden is locked. Roy Sosa stated he will have someone with the Parks and Recreation department

contact Robin. Santos Garza mentioned high grass on the corner of Cleveland and Taylor. Roy Sosa stated he will get with Code Enforcement on the issue. Chris Hartman mentioned the property on Rosharon Rd. is getting worse. Roy Sosa stated he will get with Code Enforcement regarding the property.

7. Staff report and update.

There were no staff report or update.

8. Items for the next meeting.

There were no items for the next meeting.

9. Adjournment.

Commission Member Santos Garza motioned to adjourn the meeting, seconded by Member Randy Reed. The motion carried on a vote of 5 ayes. The meeting ended at 6:44 p.m.



CITY OF ALVIN

1500 South Gordon Street • Alvin, Texas 77511 • (281) 388-4370 • FAX (281) 388-4380

Police Department

On Saturday, April 2nd, Josh Palin was involved in a near deadly car accident in Alvin.

A quick, competent and professional response to the accident greatly contributed to the survival of this young injured man. He was flown to an area hospital where his condition was “touch and go” for several days. His recovery has been remarkable and attributable to the fast treatment he received immediately after the collision.

The first responders who assisted in life saving actions included members of Alvin Police Department, Alvin EMS and the Alvin Volunteer Fire Department.

The emergency responders were:

Fire Chief Rex Klesel	Assistant Fire Chief Kendall Hunting
Fire Captain Billy Dalmolin	Firefighter Danny Barajas
Firefighter Scott Loy	Firefighter James Robicheaux

Lieutenant Shawn Gilcrease	Sergeant Aaron Kincaide
Officer Daniel Burgess	Officer Zackory Guthrie
Officer Jenny Humbird	Officer Brandon Sasser
Officer Brent Schwanbeck	

Paramedic Supervisor Michael Monnat
Paramedic Ricci Lara
EMT Travis Hill

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY JULY 21, 2016
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in workshop session at 6:05 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-tem Gabe Adame; Council members: Adam Arendell, Scott Reed, Chris Sanger, Glenn Starkey, Keith Thompson, and Brad Richards.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Robert E. Lee, Police Chief; Dan Kelinske, Director of Parks and Recreation; Dixie Roberts, City Clerk; Brandon Moody, Utility Superintendent; Michelle Segovia, City Engineer; Ron Schmitz, EMS/Emergency Management Director, Julie Siggers, Convention & Visitors Bureau Director.

ITEMS OF DISCUSSION

Staff reviewed proposed fee changes found in the Alvin Code of Ordinances; Chapter 28 Comprehensive Fee Ordinances including: Alvin Convention and Visitors Bureau; Alvin Depot, Emergency Medical Services, Parks and Recreation; Senior Center Rentals, Water & Sewer Fees, Driveway and Culvert Permit Fees.

Many members of area senior citizen groups were in attendance to voice their opposition to the proposed fee changes to the Alvin Senior Citizens Center. Ms. Barbara Biggers, Alvin Senior Citizen's Board Chairwoman read a statement of opposition to City Council regarding the proposed \$35 charge for after hour events held at the Center.

An item of discussion will be placed on the August 4, 2016 Regular City Council agenda.

Council member Sanger presented information regarding the possible creation of a Proactive Homeownership Board.

Brief discussion was had.

City Council would like to workshop this item again on August 4, 2016 for further discussion.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:51 p.m.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JULY 21, 2016
7:00 P.M.**

CALL TO ORDER

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

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, CFO/Assistant City Manager; Larry Buehler, Director of Economic Development; Robert Lee, Police Chief; Dan Kelinske, Parks Director; Dixie Roberts, City Clerk; and Michelle Segovia, City Engineer.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Adame gave the invocation.

Boy Scout Troop 400 led the Pledge of Allegiance to the American Flag and Texas Flag.

PUBLIC COMMENT

There were no public comments.

PRESENTATIONS

Eagle Scout Recognition; Zacrie Wright and David Klewer.

Mayor Horn presented Zacrie Wright, David Klewer and with a certificate recognizing their efforts in obtaining the Eagle Scout rank.

Nelva Urick Recognition; recipient of the Keep Texas Beautiful O.P. Schnabel Senior Citizen Award.

Mayor Horn announced that this item will be placed on the next city council agenda.

Keep Alvin Beautiful Recognition; recipient of the Keep Texas Beautiful Gold Star Award.

Mayor Horn announced that this item will be placed on the next city council agenda.

Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collins and Moffit, LLP.

Mike Darlow of Perdue Brandon Fielder Collins and Moffit, LLP presented the City of Alvin Municipal Court Fines and Delinquent Tax Collections report.

City Clerk Departmental Presentation.

Dixie Roberts, City Clerk gave a brief departmental update.

CONSENT AGENDA

Approve minutes of the July 7, 2016 City Council workshop.

Approve minutes of the July 7, 2016 City Council meeting.

Acknowledge receipt of the Fiscal Year 2016 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Acknowledge receipt of the 2015 Delinquent Tax Roll.

Consider ratifying addendum(s) to the janitorial services contract with American Janitorial Services providing services for the Alvin Animal Adoption Center and Police Department buildings through August 31, 2016 in an amount not to exceed \$5,355.00.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider Resolution 16-R-16; approving the terms and conditions of an Interlocal Agreement by and between the City of Alvin, Texas and Brazoria County for participation in the Scofflaw Program in accordance with Section 702.003 of the Texas Transportation Code allowing the county tax assessor-collector to deny motor vehicle registrations or re-registrations for persons with outstanding warrants for failure to appear or failure to pay a fine involving the violation of a traffic offense; authorizing its execution by the City Manager, and providing an effective date; and setting forth other provisions related thereto.

The Texas Transportation Code (TTC) defines scofflaw as a vehicle owner deemed delinquent in paying a fine, fee, or tax to a city or county. According to TTC 702.003, a county tax assessor-collector may deny registration of a motor vehicle if the county assessor-collector's office receives information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The TTC, under this program, also allows the city council to impose a \$20 fee to any person who has an outstanding warrant and is not allowed to register or re-register a vehicle under the Scofflaw Program. The fee may only be used to reimburse the county for its expenses for providing services under the interlocal agreement.

In July, 2014, the Brazoria County Commissioners Court voted unanimously to adopt a resolution for collecting scofflaw fees. Since then, Lake Jackson, Pearland, Freeport, Clute, and West Columbia have passed resolutions to participate in the Scofflaw Program.

In an effort to collect outstanding warrants and fines, staff is recommending that City Council approve the interlocal agreement between the City of Alvin and Brazoria County to participate in the Scofflaw Program.

Mr. Roland presented the program information to Council. Mr. Mike Darlow answered a few questions had by Council.

Council member Arendell moved to approve Resolution 16-R-16; approving the terms and conditions of an Interlocal Agreement by and between the City of Alvin, Texas and Brazoria County for participation in the Scofflaw Program in accordance with Section 702.003 of the Texas Transportation Code allowing the county tax assessor-collector to deny motor vehicle registrations or re-registrations for persons with outstanding warrants for failure to appear or failure to pay a fine involving the violation of a traffic offense; authorizing its execution by the City Manager, and providing an effective date; and setting forth other provisions related thereto. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Receive and discuss presentation from the Downtown Improvement Task Force that includes potential projects, programs, and policies toward the revitalization of downtown Alvin.

The intent of the Downtown Improvement Task Force was to develop a vision for the revitalization of Downtown Alvin. The consultant team, the Downtown Improvement Task Force, and city staff facilitated discussions for downtown revitalization. Several meetings over six months were held and the following items were addressed:

1. *Examine case studies of successful downtown revitalization projects and make a list of things Task Force members have seen in other downtowns. This included a walk of the Alvin downtown area.*
2. *Review existing conditions of downtown Alvin that included a review of property use and ownership. This included two questions:*
 - a. *In 10 years who will be going downtown and what will they be doing?*
 - b. *How can we improve downtown, both short and long term?*
3. *Identify open spaces and pedestrian connectivity along with traffic flow and develop a vision for downtown.*
 - a. *The completed vision accepted by the Task Force is: **Downtown Alvin will be an economically sustainable center that attracts Alvin residents and people from across the region for culture, entertainment, and dining and keeps them engaged with its historic, eclectic, and friendly atmosphere.***
4. *Define a preliminary list of projects, programs, possible policies, and economic development tools to realize the vision and move the revitalization project forward.*

The presentation follows this process with recommendations and an implementation table for short and longer term items. Some items will have expenditures associated with them. The presentation will suggest funding mechanisms. Staff will bring back to Council any items that would require budgetary consideration based on the open discussion.

Mr. Chad Dudley, chairman of the Downtown Improvement Task Force presented the information gathered through the meetings of this committee.

Receive and acknowledge receipt of the Financial and Quarterly Investment reports for June 30, 2016.

Mr. Roland presented the Financial and Quarterly Investments Reports.

Council member Thompson moved to Receive and acknowledge receipt of the Financial and Quarterly Investment reports for June 30, 2016. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Acknowledge receipt of the proposed City of Alvin annual budget for the fiscal year 2016-2017 (FY17), receive presentation by City Manager of a summary of the budget and schedule a public hearing to receive comments from the public on the proposed FY17 annual budget for the regular City Council meeting to be held on Thursday, August 18, 2016 at 7:00 p.m.

Mr. Breland presented the proposed budget to City Council.

Council asked that the budget workshop be moved from August 4th at 5:00 p.m. to August 9th at 6:00 p.m.

Council member Adame moved to acknowledge receipt of the proposed City of Alvin annual budget for the fiscal year 2016-2017 (FY17), receive presentation by City Manager of a summary of the budget and schedule a public hearing to receive comments from the public on the proposed FY17 annual budget for the regular City Council meeting to be held on Thursday, August 18, 2016 at 7:00 p.m. Seconded by Council member Sanger; motion carried on a vote of 7 Ayes.

Discuss and consider possible revision to the City of Alvin Code of Ordinances, Chapter 21 Subdivisions and Property Development and the City's Design Criteria, Chapter 34 Public Storage Facilities/Mini Warehouses, and Chapter 35 Corridor Land Use Regulations relating to sidewalk requirements.

City Council discussed the possibility of amending the sidewalk requirements. Lengthy discussion was had on providing additional alternatives for the installation of sidewalks.

Ms. Breland stated that an ordinance was brought before Council back in December that would allow for the city engineer to make a site decision regarding sidewalks without going through a variance process and would also allow for the option to pay an in lieu of fee. This fee would be placed into a sidewalk fund and be used for the installation of sidewalks needed in other areas of the city. She reiterated that a well-planned urban city should require the installation of sidewalks Ms. Breland stated that a similar ordinance could be brought back to City Council for consideration.

Council asked that staff prepare a similar ordinance for City Council to consider at the next meeting.

Discuss Mustang Road Project.

Ms. Pat Drachenberg addressed City Council asking them to reconsider the installation of the sidewalk along the Mustang Road because of safety concerns.

Lengthy discussion was had.

City Council called a workshop to discuss this project for August 4th at 6:00 p.m.

Discuss and direct staff regarding the Alvin Municipal Shooting Range.

Discussion was had on whether or not to move forward with this project.

Council member Thompson moved to do away with the Shooting Range Project; go through the legal aspects of selling the land, and use the proceeds from such sale on revitalizing the downtown area. Seconded by Council member Sanger.

Discussion was had on the land that was purchased by the city for this project and whether or not the piece of property should be sold.

Mayor Horn called for a roll call vote:

Council member Thompson	Yes	Council member Sanger	Yes
Council member Reed	No	Council member Adame	No
Council member Arendell	No	Council member Starkey	No
Council member Richards	Yes		

Motion failed on a vote of 4 No's and 3 Ayes.

Council member Starkey moved to place the Shooting Range Project on an indefinite hold and retain the land for future review. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the August 4, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

Announcements and requests from Council members.

Council member Thompson thanked Ms. Roberts for the City Clerk departmental update.

Council member Arendell urged all those playing Pokémon Go phone game to please be safe and be aware of surroundings.

Council member Sanger thanked Ms. Roberts for the departmental update. He also sent his condolences to the family of the young man who was fatally shot this week.

Council member Adame invited everyone to attend the Lion's Club 1st Annual Steak of the Arts to be held at National Oak Park on September 17, 2016 from 10:00 a.m. to 11:00 p.m. He also thanked Mr. Chad Dudley for the presentation this evening and thanked all those who served on the Downtown Improvement Task Force.

Council member Starkey thanked staff and board and commission members for the what they do for this city.

Mayor Horn thanked Ms. Breland and Mr. Roland and staff for the hard work done on the proposed budget. He stated that he is glad to hopefully consider a property tax rate decrease this year.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 9:53 p.m. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 8/4/2016

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

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal to the Agreement for Manicured Mowing Services with DeLeon & Son Lawn Services, Company for mowing services of various city owned properties, in an amount not to exceed \$101,085; and authorize the City Manager to sign.

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

Summary: The original agreement was approved by City Council on September 4, 2014 in the amount of \$101,085.00 utilizing the public bid process.

The first of three annual renewals was approved September 3, 2015. This renewal request is the second of three annual renewals allowed under the terms of the agreement.

DeLeon & Son provides the manicured mowing services for the following city owned properties; Lift Stations 23B, 14, 29, 30, 31, 33; Water Wells #3, 4, 6, 7, 8 and three water towers; City Hall, Lot at W. Willis St. and Hardie St., Library, Senior Citizens Center, Museum, Public Services Facility, Alvin Animal Adoption Center, Alvin Police Department, Bob S. Owen Pool, Girl Scout House Lot, American Legion Lot, Fire Station #1 (w/ overflow parking lot), #2 and #3, EMS Station, Fire Training Field, Public Service Facility #2 on Dyche Lane, Lot at N. Gordon St. and W. Willis St., ACVB Grounds/Train Depot; North and South Bound entrance sign areas on Bypass 35, two "Welcome to Alvin" signs along Highway 6; Ruben Adame Park, Newman park, Citizens Park, Prairie Dog Park and Oak Park Cemetery.

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

Account Number: Building/Grounds
Maintenance Account **Amount:** \$101,085.00 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** July 28, 2016

Supporting documents attached:

- Addendum #2
- Renewal Request Letter
- Original Agreement for Manicured Mowing Services

Recommendation: Move to approve Addendum No. 2 for a one (1) year renewal to the Agreement for Manicured Mowing Services with DeLeon & Son Lawn Services, Company for mowing services of various city owned properties, in an amount not to exceed \$101,085; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ADDENDUM NO. 2

**TO THE
CITY OF ALVIN
AGREEMENT FOR MANICURED MOWING SERVICES**

THIS Addendum No. 2 to the City of Alvin Agreement For Manicured Mowing Services (“Addendum No. 2”) is made on this the _____ day of _____, 2016, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and DeLeon & Son Lawn Service Company (“DeLeon”).

WHEREAS, on September 4, 2014, the City approved and entered into an Agreement For Manicured Mowing Services with DeLeon for mowing services of City properties (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2015; and

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

WHEREAS, the City and DeLeon entered into Addendum No. 1 on or about September 3, 2015 agreeing to extend the term of the Agreement for an additional year ending September 30, 2016.

WHEREAS, DeLeon has provided services for the initial one-year term, the first renewal term and now requests the second of three (3) renewal terms to provide lawn services of City properties; and

WHEREAS, the City and DeLeon desire to extend the term of the Agreement for an additional year ending September 30, 2017.

WITNESSETH:

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

I.

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

II.

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

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

DELEON & SON LAWN SERVICE CO.

CITY OF ALVIN, TEXAS

By: _____
Fernando DeLeon, President

By: _____
Paul A. Horn, Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney

DeLeon & Son Lawn Services, Co.
4358 County Road 145
Alvin, TX 77511
281-388-1278

June 13, 2016

City of Alvin
Mr. Dan Kelinske
216 West Sealy
Alvin, TX 77511

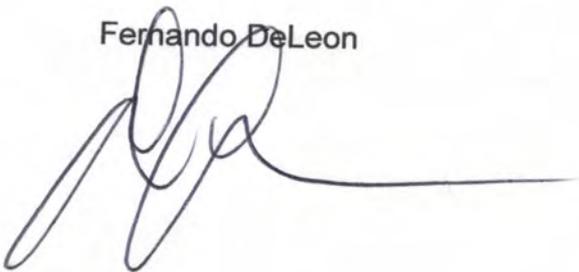
RE: Lawn Maintenance Services Agreement

Dear Mr. Kelinske:

I would like to request an extension of the current lawn maintenance contract for an additional year through the end of September 2017. Thank you for allowing me the opportunity to continue to beautify our city.

Sincerely,

Fernando DeLeon

A handwritten signature in black ink, appearing to read 'Fernando DeLeon', with a long horizontal line extending to the right.

Mowing Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

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

III. COMPENSATION

3.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of \$ 101,085.00 for manicured mowing services required hereunder for the fiscal year 2014-2015.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of \$ 101,085.00 may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "A", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A".

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

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

3.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of \$ 101,085.00, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2014-2015. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

IV.

TERM AND RENEWAL OPTION

4.01 – Term.

The term of this Agreement shall commence on **October 1, 2014** and shall end on **September 30, 2015**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a total of four (4) years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

V.
TERMINATION

5.01 – With Cause.

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

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

5.02 – Without Cause.

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

VI.
INSURANCE

6.01 - Insurance

A. Coverage and Amounts.

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

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

COVERAGE

LIMITS OF LIABILITY

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

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

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

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

VII. **MISCELLANEOUS**

7.01 - Independent Contractor.

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

7.02 - Subcontractors.

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

7.03 - Administration of Agreement.

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

7.04 - Parties in Interest.

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

7.05 - Non-waiver.

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

7.06 - Applicable Laws.

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

7.07 - Licenses and Permits.

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

7.08 - Notices.

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

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
DeLeon & Son, Inc. – Fernando DeLeon
912 N. 2nd Street
Alvin, Texas 77511
Phone No: 281-388-1278

7.09 - Captions.

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

7.10 - Acceptance and Approvals.

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

7.11 - Inspections and Audits.

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

7.12 - Remedies.

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

7.13 - Ambiguities.

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

7.14 - Survival.

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

7.15 - Entire Agreement.

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 4th day of September, 2014.

CONTRACTOR:
DeLeon & SON INC.
BY: [Signature]
Name: DeLeon
Title: OWNER

CITY:
CITY OF ALVIN, TEXAS
BY: [Signature]
Paul A. Horn,
Mayor

ATTEST/SEAL
BY: [Signature]
Name: Fernanda DeLeon
Title: Co-owner

ATTEST/SEAL
BY: [Signature]
Dixie Roberts
City Clerk

APPROVED AS TO FORM:
BY: [Signature]
Bobbi Kacz
City Attorney

EXHIBIT A



Bidder Must Fill In & Sign

Name of Firm, Company

DeLeon & Son, Inc.

Agent's Name

Fernando DeLeon

Agent's Title

Owner

Mailing Address

912 N. 2nd St

City

Alvin

State

TX

Zip

77511

Telephone

281-3881278

Fax No.

281-585-3482

Email address:

deleonandson@aol.com

[Signature]
AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES
BID NUMBER: B-14-15
BID SUBMITTAL DATE: August 12, 2014 @ 2:00 P.M.

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
	MANICURED MOWING CONTRACT, per attached Specifications.		
1	SECTION A: Manicured Mowing for Lift Stations, Water Wells and Water Towers		\$ <u>10,920</u>
2	SECTION B: Manicured Mowing for Facility Grounds		\$ <u>40,050</u>
3	SECTION C: Manicured Mowing for City Entrances		\$ <u>14,430</u>
4	SECTION D: Manicured Mowing for Parks/Cemetery		\$ <u>35,685</u>
	GRAND TOTAL		\$ <u>101,085</u>

"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."

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are 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 23 B	1823 Steel Rd.	\$ 10	26	\$ 260
2	LS 14	205 E. Old Galveston Rd.	\$ 40	26	\$ 1040
3	LS 29	1920 Callaway	\$ 40	26	\$ 1040
4	LS 30	1587 S. Hwy 35	\$ 20	26	\$ 520
5	LS 31	1075 FM 1462	\$ 20	26	\$ 520
6	LS 33	Bypass 35	\$ 20	26	\$ 520
7	Water Well #3	1080 W. Snyder	\$ 40	26	\$ 1040
8	Water Well #4	300 S. Durant	\$ 20	26	\$ 520
9	Water Well #6	1050 Heights Rd	\$ 40	26	\$ 1040
10	Water Well #7	1060 Heights Rd	\$ 20	26	\$ 520
11	Water Well #8	380 W. Willis St.	\$ 20	26	\$ 520
12	Water Tower	650 Dyche Lane	\$ 40	26	\$ 1040
13	Water Tower	707 Verhalen	\$ 40	26	\$ 1040
14	Water Tower	N. Bypass 35	\$ 50	26	\$ 1300

Section A TOTAL: \$ 10,920

**SECTION B
Facility Grounds**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
15	City Hall	216 W. Sealy St.	\$ 75	30	\$ 2,250
16	Vacant Lot (near Chamber)	W. Willis St. @ Hardie St.	\$ 20	30	\$ 600
17	Library	105 S. Gordon St	\$ 60	30	\$ 1,800
18	Senior Citizens Center	309 W. Sealy St.	\$ 40	30	\$ 1,200
19	Museum	302 W. Sealy St.	\$ 40	30	\$ 1,200
20	Public Services Facility	1100 W. Hwy 6	\$ 100	30	\$ 3,000
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 200	30	\$ 6,000
22	Alvin Police Dept.	1500 S. Gordon St	\$ 200	30	\$ 6,000
23	Bob S. Owen Pool	919 Bayou Dr.	\$ 60	30	\$ 1,800
24	Girl Scout House Lot	1006 W. Adoue St.	\$ 60	30	\$ 1,800
25	American Legion Lot	206 S. Durant St.	\$ 40	30	\$ 1,200
26	Fire Station #1 with over flow parking lot	302 W. House St / 407 W. House St.	\$ 40	30	\$ 1,200
27	Fire Station #2	110 Medic Lane	\$ 40	30	\$ 1,200
28	Fire Station #3	2700 FM 1462	\$ 90	30	\$ 2,700
29	EMS Station	709 E. House St.	\$ 40	30	\$ 1,200
30	Park-N-Ride	1755 Steele Rd	\$ 40	30	\$ 1,200
31	Fire Training Field	7100 CR 160	\$ 70	30	\$ 2,100
32	Dyche Lane property	800 Dyche Lane	\$ 20	30	\$ 600
33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 40	30	\$ 1,200
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 60	30	\$ 1,800

Section B TOTAL: \$ 40,050

**SECTION C
City Entrances**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
35	North entrance sign area	Southbound Bypass 35	\$ 150	39	\$ 5,850
36	South entrance sign area	Northbound Bypass 35	\$ 150	39	\$ 5,850
37	Welcome to Alvin sign	Hwy 6 at Gordon St.	\$ 40	39	\$ 1,560
38	Welcome to Alvin sign	Hwy 6 from Marvel	\$ 30	39	\$ 1,170

Section C TOTAL: \$ 14,430

**SECTION D
Public Parks**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
39	Ruben Adame	801 Shaw St.	\$ 100	39	\$ 3,900
40	Newman Park	1200 Newman St.	\$ 100	39	\$ 3,900
41	Citizens Park	Gordon St. @ Depot Centre Blvd	\$ 25	39	\$ 975
42	Sealy Park	206 S. Durant St.	\$ 50	39	\$ 1,950
43	Oak Park Cemetery	300 Oak Park Dr.	\$ 600	39	\$ 23,400
44	Prairie Dog Park	575 E. Hathaway	\$ 40	39	\$ 1,560

Section D TOTAL: \$ 35,685

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 DeLeon & Son, Inc. is a resident bidder of Texas
(Company Name)

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

Signature _____

Print Name Fernando DeLeon

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 _____



AGENDA COMMENTARY

Meeting Date: 8/4/2016

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

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal to the Agreement for Lawn Maintenance Services with LTS Lawn Care for mowing services of select city parkland in an amount not to exceed \$32,227.87; and authorize the City Manager to sign.

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

Summary: The original agreement was approved by City Council on February 20, 2014, in an amount not to exceed \$22,776.46 for lawn maintenance services for the following locations: Talmadge Park, Hike and Bike Trail, Morgan Park, Pearson Park and Marina Park, beginning March 1, 2014 thru September 30, 2014.

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

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

This will be the third of four (4) annual renewals with LTS Lawn Care in an amount not to exceed \$32,227.87.

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

Account Number: 111-7001-00-3270 **Amount:** \$32,227.87 **1295 Form Required?** Yes ___ No X

Legal Review Required: N/A ___ Required X **Date Completed:** July 28, 2016

Supporting documents attached:

- Addendum No. 3
- Renewal Request Letter
- Agreement for Lawn Maintenance Services

Recommendation: Move to approve Addendum No. 3 for a one (1) year renewal to the Agreement for Lawn Maintenance Services with LTS Lawn Care for mowing services of select city parkland in an amount not to exceed \$32,227.87; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ADDENDUM NO. 3
TO THE
CITY OF ALVIN
AGREEMENT FOR
LAWN MAINTENANCE SERVICES

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

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

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

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

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

WHEREAS, Section 4.0 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years of renewal services, and each renewal term shall be attached to the Agreement as an Addendum; and

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

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

WITNESSETH:

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

I.

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

II.

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

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

LTS LAWN CARE

CITY OF ALVIN, TEXAS

By: _____
Larry Dietrich, President

By: _____
Paul A. Horn, Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney



LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590

I.dietrich1313@gmail.com

DATE: 6/15/2016

DAN KELINSKE
City of Alvin
Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract between LTS Lawncare and the City of Alvin for the 2016-2017 physical year. The pricing will not change from current Contract. I hope that our service meets and exceeds your expectations.

Thank You,

Larry Dietrich

AGREEMENT FOR LAWN MAINTENANCE SERVICES

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

THIS AGREEMENT FOR LAWN MAINTENANCE SERVICES (the "Agreement") is made and entered into on this 20 day of February, 2014 by and between the CITY OF ALVIN, TEXAS, (the "City") a municipal corporation of the State of Texas, situated in Brazoria County, Texas and LTS Lawn Care, (the "Contractor").

WITNESSETH:

WHEREAS, on or about January 6, 2014, and January 13, 2014, the City advertised for bids for lawn maintenance services.

WHEREAS, the Contractor submitted the lowest responsive and most qualified bid for the job locations specified herein;

WHEREAS, on or about February 20, 2014, the City Council awarded a Lawn Maintenance Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties;

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

I.
DEFINITIONS

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

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

II.
SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Lawn Maintenance Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such

services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "B". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

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

III. COMPENSATION

3.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of **Twenty Two Thousand Seven Hundred Seventy Six and 46/100 Dollars (\$22,776.46)** for lawn maintenance services required hereunder for the remaining fiscal year 2013-2014.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of **Thirty-Two Thousand Two Hundred Twenty-Seven and 87/100 Dollars (\$32,227.87)** may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "B", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "B".

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

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

3.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of **Twenty Two Thousand Seven Hundred Seventy-Six and 46/100 (\$22,776.46)**, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2013-2014. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

IV.

TERM AND RENEWAL OPTION

4.01 – Term.

The term of this Agreement shall commence on **March 1, 2014** and shall end on **September 30, 2014**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a maximum of four (4) extensions. Each extension is subject to the provisions in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

V.
TERMINATION

5.01 – With Cause.

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

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

5.02 – Without Cause.

This Agreement may be terminated by the City without cause upon ninety (90) days advance written notice to the Contractor.

VI.
INSURANCE

6.01 - Insurance

A. Coverage and Amounts.

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

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

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Employer's Liability

\$1,000,000 per occurrence

Commercial General Liability
Including Blanket Contractual
Liability

Bodily Injury and Property Damage
Limits of \$1,000,000 each Occurrence
and \$2,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage
Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.

- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

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

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

VII. MISCELLANEOUS

7.01 - Independent Contractor.

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

7.02 - Subcontractors.

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

THIS PAGE WAS INTENTIONALLY LEFT
BLANK.

7.03 - Administration of Agreement.

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

7.04 - Parties in Interest.

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

7.05 - Non-waiver.

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

7.06 - Applicable Laws.

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

7.07 - Licenses and Permits.

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

7.08 - Notices.

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

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
LTS Lawn Care – Attn: Larry Dietrich

Phone No: _____

7.09 - Captions.

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

7.10 - Acceptance and Approvals.

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

7.11 - Inspections and Audits.

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

7.12 - Remedies.

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

7.13 - Ambiguities.

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

7.14 - Survival.

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

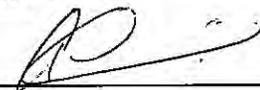
7.15 - Entire Agreement.

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 11 day of February, 2014.

CONTRACTOR:

LTS Lawn Care

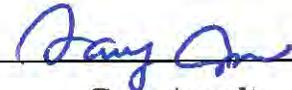
BY: 

Name: A.L. DIETRICH

Title: OWNER

CITY:

CITY OF ALVIN, TEXAS

BY: 

Gary Appelt,
Mayor

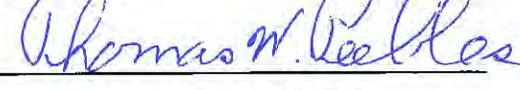
ATTEST/SEAL

BY: 

Name: KAREN DIETRICH

Title: _____

ATTEST/SEAL

BY: 

Thomas W. Peebles
City Clerk

APPROVED AS TO FORM:

BY: 

Bobbi Kacz
City Attorney



CITY OF ALVIN

216 West Sealy St • Alvin, Texas 77511

• (281) 388-4200 •

CITY HALL

FAX (281) 388-4294

“Exhibit A”

CITY PARKS

2013-2014 PROPOSAL

	<u>Per Trip Price</u>	<u>Total Price</u>
1. Pearson Park, 2200 Westpark Dr.	\$ <u>271.15</u> x 39 =	\$ <u>10574.85</u>
2. Morgan Park, 1500 W. South St.	\$ <u>116.21</u> x 39 =	\$ <u>4532.19</u>
3. Hugh Adams Park, 3502 Mustang Rd.	\$ <u>77.47</u> x 39 =	\$ <u>3021.33</u>
4. Marina Park, Hwy. 6 behind bowling alley	\$ <u>77.47</u> x 26 =	\$ <u>2014.22</u>
5. Talmadge Park, Talmadge St. @ 6 th St.	\$ <u>77.47</u> x 39 =	\$ <u>3021.33</u>
6. Hike and Bike Trail, Adoue St. to South St.	\$ <u>232.41</u> x 39 =	\$ <u>9063.95</u>
	TOTAL	= \$ <u>32227.87</u>

***Under normal circumstances, the City of Alvin shall expect the above listed Parks be mowed bi-weekly from September thru February and weekly from March thru August. The City of Alvin shall also expect the above listed parks be “made ready” for heavier public use prior to all evenings, weekends and/or holidays, moreover, the contractor shall make all efforts to mow/trim prior these expected heavier usage times.**

LTS LAURE CARE
LARRY DIETRICH
281-433-2590



AGENDA COMMENTARY

Meeting Date: 8/4/2016

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

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Comfort Systems USA (South Central) for Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and repair services of various city buildings, in an amount not to exceed \$36,400.90; and authorize the City Manager to sign.

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

Summary: Consider a one (1) year renewal of the current HVAC agreement. The original agreement was approved September 17, 2015 in the amount of \$32,440.90 utilizing the public bid process. The following City facilities would continue under this agreement; City Hall, Public Services Facility, Public Services Facility #2 at Dyche Lane, Library, Senior Citizens Center, Museum, Alvin Convention and Visitor's Bureau/Train Depot, Waste Water Treatment Plant, Fire Stations 1, 2 and 3, EMS Station and Police Department.

The Animal Adoption Center HVAC equipment was added into the agreement as an addendum in February, 2016 for an annual amount \$3,960, bringing the total to \$36,400.90. Animal Adoption Center was added per the request of Chief Lee based on the warranty expiring.

The initial term of the agreement is through September 30, 2016 and provides the option of three (3) additional one (1) year renewable terms, subject to the sole option of the City, and upon agreement by the Contractor. Comfort Systems USA submitted a renewal request letter for their first renewal term of October 1, 2016 through September 30, 2017.

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

Departmental
Building/Grounds

Account Number: Maintenance Account **Amount:** \$36,400.90 **1295 Form Required?** Yes ___ No x

Legal Review Required: N/A ___ Required x **Date Completed:** July 26, 2016

Supporting documents attached:

- Addendum #1
- Animal Adoption Center Addendum
- Original Agreement
- Renewal Request Letter

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal with Comfort Systems USA (South Central) Inc. for HVAC preventative maintenance and repair services of various City of Alvin facilities; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ADDENDUM NO. 1

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

THIS Addendum No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Services Agreement (the "Addendum No. 1") is entered into on this the _____ day of August, 2016 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and Comfort Systems USA (South Central) with an effective date of October 1, 2016.

WHEREAS, on September 17, 2015, the City approved and entered into a HVAC Preventative Maintenance and Repair Services Agreement for HVAC preventative maintenance and repairs to the City of Alvin facilities (the "Agreement"); and

WHEREAS, Section III of the Agreement states the initial term ends September 30, 2016 and provides the option of three additional one year renewable terms; and that renewal shall be the sole option of the City and upon agreement by the Contractor; and

WHEREAS, Comfort Systems USA has provided the initial year of service and now requests the first one-year renewal term to provide HVAC preventative maintenance and repair services for City facilities (See Comfort Systems USA letter attached as Exhibit "A"); and

WHEREAS, the City and Comfort Systems USA desire to extend the term of the Agreement for the first one-year renewal term ending September 30, 2017.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the February 2016 Letter Addendum whereby the Animal Adoption Center HVAC equipment was added.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, the 2016 Letter Addendum and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

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

COMFORT SYSTEMS USA

CITY OF ALVIN, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Paul a. Horn, Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney



2/22/2016

**Alvin City Hall
216 West Sealy
Alvin, Texas 77511
281-388-4200**

Attn: Dan Kelinske

RE: Alvin Animal Adoption Center HVAC Preventative Maintenance

Mr. Kelinske

This is an addendum to the existing HVAC preventative maintenance and repair agreement between Comfort Systems USA and the City of Alvin. Comfort Systems will begin quarterly preventative maintenance and repair of the Alvin Animal Adoption Center beginning March 1st 2016 and this addendum shall fall under the same provisions and expiration date of September 30, 2016 as stated in the original agreement with an option for yearly renewals up to three years based upon mutual agreement.

The first quarter of 2016 invoicing shall be prorated to reflect the preventative maintenance for the month of March only.

March Preventative Maintenance Cost: \$247.50 All Applicable Taxes Extra

Quarterly Preventative Maintenance Cost: \$990.00 All Applicable Taxes Extra

Best Regards,

A handwritten signature in black ink that reads "Jonathan Parow". The signature is written in a cursive, flowing style.

Jonathan Parow
Executive Vice President Building Services

9745 BENT OAK DRIVE • HOUSTON, TEXAS 77040 • OFFICE: 832.590.5700 • FAX: 713.856.9720

**AGREEMENT FOR HVAC PREVENTATIVE
MAINTENANCE AND REPAIR SERVICES**

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (the "Agreement") is made on this the 17th day of September, 2015 by and between the **CITY OF ALVIN, TEXAS**, (the "City") a municipal corporation of the State of Texas, situated in Brazoria County, Texas and Comfort Systems USA (South Central) Inc. (the "Contractor").

WITNESSETH:

WHEREAS, on or about July 20, 2015, City advertised for bids for heating, ventilation, and air conditioning services to provide HVAC preventative maintenance and repair services to the City of Alvin; and

WHEREAS, bids were received on or about August 18, 2015 and were extensively evaluated by City staff; and

WHEREAS, through such evaluation it was determined that Contractor presented the best value bid; and

WHEREAS, on or about September 17, 2015, the City Council awarded a bid for HVAC preventative maintenance and repair services to Contractor; and

WHEREAS, the City desires to enter into an agreement with Contractor according to the terms stated in the Agreement;

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

I.
SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposal (the "RFP"). The RFP consists of the Notice to Bidders, Instructions to Bidders and Scope of Services for HVAC Preventative Maintenance and Repair Services. To the extent a conflict or inconsistency between or among the provisions of this agreement document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) The Agreement for HVAC Preventative Maintenance and Repair Services;
- (2) the RFP;
- (3) Contractor's Bid Proposal.

As stated in the Instructions to Bidders (page 2 of 44 of RFP), the City reserves the right to obtain alternate pricing for repair/replacement at the discretion of the City.

II.
COMPENSATION

Contractor shall perform the services required by this agreement for the fees set forth in the Bid Proposal and shall bill City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment by City shall be made within 30 days of receiving the invoice(s). Contractor shall notify City of any changes of address, phone number, or email within five (5) days.

III.
TERM

The term of this Agreement shall commence on October 10, 2015 and shall terminate on September 30, 2016, unless terminated earlier in accordance within the provisions hereof. Renewal terms of this Agreement shall be the sole option of City and upon agreement by Contractor. This Agreement may be renewed for a one (1) year renewal term for a maximum of three (3) renewal terms. Renewal terms will begin October 1 and end September 30, corresponding with the City's fiscal year. The City of Alvin may cancel this agreement without cause upon thirty (30) days advance written notice to Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement For HVAC Preventative Maintenance and Repair Services in multiple copies, each of which shall be considered an original, as of this 17 day of September, 2015.

CONTRACTOR:

By: Jonathan Parow
Name: JONATHAN PAROW
Title: EXECUTIVE VP Building Services

CITY OF ALVIN, TEXAS

By: Sereniah Breland
Sereniah Breland,
City Manager

ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: Dixie Roberts
Dixie Roberts
City Clerk

Greg MacRae
9745 Bent Oak Dr.
Houston, TX. 77040
832-590-5794 Direct

6/10/16

Alvin Parks & Recreation Department

1100 W. Highway 6
Alvin, Texas 77511
281.388.4299
Attn: Daniel Kelinskie

Re: HVAC Preventative Maintenance Agreement

Dear Dan,

Thank you for the opportunity to continue working with the city of Alvin. In regards to the second year of our HVAC preventative maintenance agreement there will be no price increase.

Please feel free to give me a call if you have any questions.

Best Regards,



Greg MacRae
Service Account Executive



AGENDA COMMENTARY

Meeting Date: 8/4/2016

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

Agenda Item: Consider awarding bid for the City's Janitorial Services Contract to Oriental Building Services, Inc. in the amount of \$80,780.52 for FY 2016-2017; and authorize the City Manager to sign.

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

Summary: Consider awarding bid to Oriental Building Services, Inc. (OBS) for an annual contract amount of \$80,780.52 with options of additional services per request at restroom buildings located in City Parks. Cleaning site locations include; City Hall, Public Services Facility, Alvin Library, Senior Citizen's Center, Historical Museum, Convention and Visitor's Bureau, Portable Restroom Trailer, Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S. Owen Pool Restrooms, National Oak Park Restrooms, Alvin Girl Scout House, Police Department and Alvin Animal Adoption Center.

Janitorial Contract bid # B-16-13 opened on July 12, 2016 and advertised on June 27, 2016 and July 4, 2016. The City of Alvin received bids from 5 janitorial companies. OBS submitted the lowest bid. The overall bid amount of OBS's proposed contract exceeds the City's current contract cost due to the City's request to service two additional facilities: the police department facility and the animal adoption center. Excluding the police department facility and the animal adoption center, OBS is proposing a lower cost than the current janitorial company. Staff contacted three (3) references concerning OBS and received positive recommendations from all three references.

The contract's effective date is September 1, 2016, with a one-year term and has the option of one (1) year renewals for a maximum of three (3) renewal terms. Renewal of the contract is at the sole discretion of the City upon City Council approval.

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

Account Number: _____ **Amount:** \$80,780.52 **1295 Form Required?** Yes X No ___

Legal Review Required: ___ Required X **Date Completed:** 07-26-2016

Supporting documents attached:

- Bid B-16-13 Proposed Contract, Oriental Building Services, Inc.
- Bid Tabulation Spreadsheet
- Per Cost, Per Location Spreadsheet

Recommendation: Move to award Oriental Building Services, Inc. the City's janitorial services contract; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



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

NOTICE TO BIDDERS

Notice is hereby given that sealed bids in duplicate, addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the Office of the City Clerk at 216 West Sealy, Alvin, Texas, **July 12, 2016, no later than 2.00 P.M.** for Janitorial Services for City Hall, Public Services Facility, Alvin Library, Senior Citizens Center, Historical Museum, Convention and Visitor's Bureau, Portable Restroom Trailer Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S Owen Pool Restrooms, National Oak Park Restrooms, Alvin Girl Scout House, Police Department and Alvin Animal Adoption Center

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

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

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

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

Dixie Roberts, City Clerk

Legal Ad

**Publish· Monday, June 27, 2016
Monday, July 4, 2016**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

“SEALED BID BID NO B-16-13, JANITORIAL SERVICES CONTRACT”

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

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

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

- 1 Clean all floor mats.
- 2 Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.

- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D. SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.
- 3 Strip and wax travertine flooring in downstairs area.

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

- 1 Clean all floor mats.
- 2 Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.

- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (6) DAYS PER WEEK

- 1 Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in Abitibi receptacles located at the Alvin Public Library, 105 South Gordon St. parking area.
- 17 Clean and disinfect entire toilet, toilet seats and urinals.
- 18 Clean and disinfect washbasins and counters.

- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 33 Secure and lock doors upon completion of work.

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (5) DAYS PER WEEK

- 1 Clean all floor mats
- 2 Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.
- 18 Clean and disinfect washbasins and counters.

- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (2) DAYS PER MONTH

- 1 Clean all floor mats.
- 2 Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.

- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
- 28 Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

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

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

WORK SPECIFICATIONS

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

CONFIGURATION OF BUILDING

The building consists of three main functional areas.

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

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (2) DAYS PER WEEK

- 1 Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)
- 14 Clean and sanitize telephones.

- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.
- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
- 28 Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds
- 33 Clean all interior windows

C. MONTHLY SERVICES

- 1 Buff all laminate floors.

D SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Clean exterior windows at an additional cost.
2. Perform post event clean up at an additional cost.

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

ITEM # 7
PARKS AND RECREATION PORTABLE RESTROOM TRAILER

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 8
BOB BRISCOE PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 9
LIONS PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels

ITEM # 10
PEARSON PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 11
MORGAN PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 12
BOB S. OWEN POOL RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 13
NATIONAL OAK PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
- 3 Clean and disinfect countertops and sinks.
- 4 Clean and disinfect walls, doors and floors with a germicidal solution.
- 5 Remove all paper, trash and debris from restroom.
- 6 Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 7 Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 14
ALVIN GIRL SCOUT HOUSE

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

- 1 Clean all floor mats.
- 2 Sweep or vacuum all floors.
- 3 Damp mop all tile.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Spot clean metal and wood doors, doorframes and wall switches.
- 7 Dust chairs and other office furniture.
- 8 Dust desk accessories (i.e keyboards, mouse, penholders, etc.)
- 9 Clean and sanitize telephones.
- 10 Empty wastebaskets, replace liners and carry trash to designated area.
- 11 Empty paper recycle bins (if any) and dispose in recycling bin at Public Services Facility, 1100 W Highway 6
12. Clean and disinfect entire toilet, toilet seats and urinals.
- 13 Clean and disinfect washbasins and counters.
- 14 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 15 Clean restroom floors and drains with germicidal solution.
- 16 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
- 17 Clean and polish all mirrors and metal surfaces.
- 18 Sweep outside entrances, pick up litter, and empty trash receptacles.

- 19 Leave on only designated lights.
- 20 Secure and lock doors upon completion of work.
- 21 Dust ledges, bookcases and windowsills.
22. Wash tile walls and toilet compartment partitions.
- 23 Dust door sashes, chairs and banisters
- 24 Vacuum all fabric type furniture
- 25 Clean plastic and leather furniture
- 26 Brush ceiling tile vents
- 27 Dust picture frames, artifacts and window blinds
- 28 Clean all interior windows

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

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

SERVICES TO BE PERFORMED

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

- 1 Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.

- 10 Clean and polish brass plates on all bathroom doors with brass cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e. keyboards, mouse, penholders, etc)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.
- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
- 28 Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D. SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

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

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

WORK SPECIFICATIONS

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

SERVICES TO BE PERFORMED

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

- 1 Clean all floor mats.
- 2 Sweep all tile and brick floors with chemically treated dust mops.
- 3 Damp mop all tile and brick floors.
- 4 Vacuum all carpeted areas.
- 5 Clean all baseboards of splash marks.
- 6 Clean, sweep, and mop stairwells.
- 7 Clean glass entry doors and interior windows.
- 8 Spot clean metal and wood doors, doorframes and wall switches.
- 9 Remove fingerprints from woodwork, walls and partitions.
- 10 Clean and polish plates on all bathroom doors with cleaner
- 11 Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
- 13 Dust desk accessories (i.e keyboards, mouse, penholders, etc)
- 14 Clean and sanitize telephones.
- 15 Empty wastebaskets, replace liners and carry trash to designated area.
- 16 Empty paper recycle bins and dispose in recycling bin at Public Services Facility,
1100 W Highway 6
- 17 Clean and disinfect entire toilet, toilet seats and urinals.

- 18 Clean and disinfect washbasins and counters.
- 19 Spot clean walls, toilet partitions, and shower walls in restrooms.
- 20 Clean restroom floors and drains with germicidal solution.
- 21 Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
- 23 Sweep outside entrances, pick up litter, and empty trash receptacles.
- 24 Leave on only designated lights.
- 25 Secure and lock doors upon completion of work.
- 26 Dust ledges, bookcases and windowsills.
- 27 Wash tile walls and toilet compartment partitions.
- 28 Dust door sashes, chairs and banisters
- 29 Vacuum all fabric type furniture
- 30 Clean plastic and leather furniture
- 31 Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

- 1 Buff all tile floors.

D. SEMI-ANNUAL SERVICES

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

E. ADDITIONAL SERVICES

- 1 Clean exterior windows at an additional cost.

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

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 1

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

4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ 890 95
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ 195 32

Total Cost Per Month \$ 1,086 28

Additional Services

Shampoo carpeted area (as requested) \$ 976 62

Clean exterior windows \$ 450 00

Strip and wax travertine flooring in downstairs area \$ 450 00

ITEM # 2

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

4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ 524 06
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ 104 06

Total Cost Per Month \$ 628 12

Additional Services

Shampoo carpeted area (as requested) \$ 520 26

Clean exterior windows \$ 200 00

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 3

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

6 Days Per Week (Monday – Saturday)

Janitorial Services Per Month \$ 1,491 36
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ 272 46

Total Cost Per Month \$ 1,763 82

Additional Services

Shampoo carpeted area (as requested) \$ 1,089 84

Clean exterior windows \$ 520 00

ITEM # 4

Senior Citizen Facility **309 W. Sealy** **10,000 square feet**

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

Janitorial Services Per Month \$ 698 46
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ 120 00

Total Cost Per Month \$ 818 46

Additional Services.

Strip, seal and refinish tile floor (annually) \$ 1,600 00

Shampoo carpeted area (as requested) \$ 175 00

Clean exterior windows \$ 250 00

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 5

Museum 309 W. Sealy 7,500 square feet

2 Days Per Month (approximately)

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ 314 31

Supply Cost Per Month \$ 90 00

Total Cost Per Month \$ 404 31

Additional Services.

Strip, seal and refinish tile floor (annually) \$ 425 00

Shampoo carpeted area (as requested) \$ 300 00

Clean exterior windows \$ 175 00

ITEM # 6

Convention & Visitors Bureau 200 Depot Centre Blvd. 1,482 square feet

2 Days Per Week (Tuesday/Friday) (approximately)

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ 117.52

Supply Cost Per Month \$ 17 78

Total Cost Per Month \$ 135.31

Additional Services

Strip, seal and refinish tile floor (annually) \$ 250.00

Clean exterior windows \$ 100.00

Total Cost Per Request \$ 50.00

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 11

Morgan Park Restrooms 1500 West South Street

As Requested

Janitorial Services Per Request \$ 40 00

Supply Cost Per Request \$ 10.00

Total Cost Per Request \$ 50.00

ITEM # 12

Bob S. Owen Pool Restrooms 919 Bayou Drive

As Requested

Janitorial Services Per Request \$ 40.00

Supply Cost Per Request \$ 10.00

Total Cost Per Request \$ 50.00

ITEM #13

National Oak Park Restrooms 118 S. Magnolia St.

7 days per week scheduled yearly (Monday – Sunday)

Janitorial Services \$ 300.00

Supply Cost \$ 60.00

Total Cost \$ 360.00

ITEM #14

Alvin Girl Scout House 1006 W. Adoue St.

8 times per month scheduled monthly

Janitorial Services \$ 231 11

Supply Cost \$ 70.00

Total Cost (monthly) \$ 301.11

ITEM # 15

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

Janitorial Services Per Month \$ 1,229 30
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 264 00

Total Cost Per Month \$ 1,493 30

Additional Services

Strip, seal and refinish tile floor (annually) \$ 650.00

Shampoo carpeted area (as requested) \$ 1,100.00

Clean exterior windows \$ 250 00

ITEM # 16

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

Janitorial Services Per Month \$ 342 11
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 60.00

Total Cost Per Month \$ 402.11

Additional Services.

Strip, seal and refinish tile floor (annually) \$ 350.00

Shampoo carpeted area (as requested) \$ 120.00

Clean exterior windows \$ 125.00

JANITORIAL SERVICES CONTRACT

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

THAT THIS JANITORIAL SERVICES CONTRACT (the “Janitorial Services Contract”) is made on this the 1st day of September, 2016 by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and _____ (The “Contractor”)

WITNESSETH.

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

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

WHEREAS, through such evaluation it was determined that _____ presented the best proposal, and

WHEREAS, the City desires to enter into a janitorial services contract with _____, according to the terms stated in the Contract;

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

I.

SCOPE OF SERVICES

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

- (1) this Janitorial Services Contract document;
- (2) the RFP,
- (3) the Bid.

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

II.

COMPENSATION

2.01 – Payments.

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of \$ _____

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

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

III.

NOTICE

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

IV

TERM

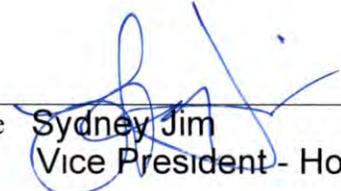
4.01 – Term.

Subject to the provisions of this Janitorial Services Contract, the term of this Contract shall commence on approval by City Council and shall terminate one year later unless terminated earlier in accordance within the provisions hereof. The contract shall be for one (1) year from the date services commence. This Contract may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body. The City of Alvin may cancel this contract without cause upon thirty (30) days written notice prior to date of termination.

IN WITNESS WHEREOF, the parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of this _____ day of _____, 2016

CONTRACTOR

CITY OF ALVIN TEXAS

By  _____
Name Sydney Jim
Title Vice President - Houston Operation

By _____
Paul A Horn
Mayor

ATTEST/SEAL

ATTEST/SEAL

By _____
Name
Title

By _____
Dixie Roberts
City Clerk

EXHIBIT "A"

CITY OF ALVIN SPECIFICATIONS FOR JANITORIAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

STATUTORY WORKERS COMPENSATION

PUBLIC LIABILITY	\$1,000,000 combined single limit
PROPERTY DAMAGE	\$2,000,000 per occurrence \$2,000,000 aggregate
SECURITY BOND	\$25,000 per person

FIRE PROTECTION AND PREVENTION

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

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

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

CONDUCT OF WORK.

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

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

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

The successful contractor shall conduct cleaning in such a manner that there will be no interruption in or interference with the proper execution of City business. The cleaning of the facilities shall not commence prior to 8:00 P.M. Monday through Friday and 10:30 P.M. each day for the Senior Center facility

PROTECTION AND DAMAGE

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

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

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

SUPPLIES, MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491 80th Leg. Regular Session
This questionnaire is being filed in accordance with Chapter 176 Local Government Code by a person who has a business relationship as defined by Section 176.001(1 a) with a local governmental entity and the person meets requirements under Section 176.006(a)

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

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

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

Sydney Jim - Vice President

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

July 11, 2016

Date

Introduction

**Hiring Practices & Procedures
Recruitment, Background
Check Program**

**Training Program
And Acknowledgement**

**Quality Control Plan
Check List and Forms**

Safety Policy

Reference List

Equipment List

Uniform



Introduction of Organization

Mr Sang Gye and his brother found Oriental Building Services in 1992, he is the sole owner of the company The business is conducted under proprietorship in the State of Texas Has been providing full spectrum of janitorial services to business, corporation, and government entities in Texas for 20 years In 2006 the company becomes a corporation Home office and warehouses are located at

Dallas

2526 Manana Dr Suite 208

Dallas, TX 75220

Phone 469-522-0001

Fax 469-522-0003

E-Mail obsco@msn.com or nshum@obsusa.net

Web Site www.obsusa.net

Houston

14100 SW Freeway Suite 360

Sugar Land, TX 77478

Phone 281-728-7900

Company's Vision, Mission, Creed, Commitment

Vision Eventually, every building from the basement to the executive office, single home to multi-unit complex school to university train stations to airports independent business corporation to government entities, will benefit from the cleanest environment make possible by Oriental Building Services

Mission With the most effective technology, high quality products and knowledgeable personnel, creating the cleanest building environment for customers and communities without increasing their cost

Creed We shall provide our Customers with the most dependable cleaning service through technological and operational excellence Our people will be the best-trained, most knowledgeable building cleaning specialist who takes pride in being the best

Commitment At Oriental Building Services we stand ready to custom design the most cost-efficient cleaning program to fit each building and project Our management and employees are committed to respond "Twenty-five hours a day, seven days a week, three hundred sixty five days a year, to provide the best service and coverage for each building and project like you are our only customer

About Oriental Building Services

Oriental Building Services is a regional company, with 2 century plus of professional operating experience excellent references and a desire to get better with our focus on commercial and government entities janitorial and custodial services

Oriental Building Services uses the most effective technology high quality products and knowledgeable personnel and is continuing a period of strong growth, as our reputation grows The company's revenue will be approaching 3.3 million dollars per year in 2013 Oriental Building Services fiscally sound and stands ready to provide a high quality of services to our customers Also we are an **M/WBE & GREEN CLEANING** and **International Janitorial Cleaning Services Association "IJCSA certified company M/WBE certified** by North Central Texas Regional Certification Agency **GREEN CLEANING certified** by Green Clean Institute Green Cleaning ? Non-Toxic Cleaning by "IJCSA" In 2007 the company had received award for **Asian company of the year** by **Dallas Regional Minority Enterprise Development** 2008 2009 2010 2012 2013 award received **Top 100 Asian Owner Business in U.S** 2010 award received **Top 10 Fastest Growing Asian Business**



Executive Team

Sang Gye, Owner/President

Sang Gye hold a business degree from Dan Kook University in Seoul, Korea. Come to United State in 1985. Start working as a Supervisor for B.P A Inc. Responsible for 22 janitors and 5 Building, 1989 H.B.M Services Corp as a Operations Manager. Responsible for two route supervisor and 4 Building, 1990 Oriental Building Services, as a Project Manager later become owner/president of the business.

Nixon Shum, Vice President

Nixon joint Oriental Building Services in 2000 after many years in the restaurant and finance industry. Bring along the experience he have on how to keeping a clean restaurant and customer services to joint OBS as a project manager. Promoted through the ranks as Vice president by developed new training program customers services and improve employees productive.

Jack Choi, Director of Development

Jack joint Oriental Building Services in 2002. After year in property management he bring along the experience he have obtain in the field of property management, what property management expectations from custodial services to help increase Oriental Building Services customer satisfaction.

Sydney Jim, Vice President Operation

Sydney Join Oriental Building Services in 2015 as Vice President of Operation, after years of developing new startup company. He bring many years of operation experience from major national services company to added depth to our executive team.

Richard U Chu Kim, Quality Control Director/VP

Richard joint Oriental Building Services in 2000. After 15 years as Quality Engineering Specialist with Lockheed Martin Tactical Aircraft System he is a certified green belt & six sigma by International Organization for standardization (ISO). He bring along the experience he have as QES with Lockheed Martin and help develop the quality control program at Oriental Building Services.

Full Service Solutions

Janitorial
Day Porter Services
Carpet & Floor Care Services
Minor & General Maintenance
Landscaping / Grounds Keeping
Parking Lot Sweeping
Garage Maintenance
Window Washing / Power Washing
Event Service Staffing
Marble and Terrazzo maintenance and resurfacing

Our Current Customer

Dallas County
City of Plano
City of Grand Prairie
City of Arlington
City of Desoto
City of Colleyville
City of Ft. Worth
Department of US Army
Dallas Area Rapid Transit
DFW Airport
Texas Work Force Commission
Texas Women University
Trinity River Authority of Texas



University of Texas Arlington
University of North Texas

Our Customer Past Customer

City of Dallas
Dallas County Community Collage
Dallas Meyerson Symphony Center
Tarrant County TX
Dallas Water Utilities
North Texas Tollway Authority
Mori Seiki Corporation

Our Support Group and M/W/DV/BE Associate

Jan Pak
Bob Schapansky
4252 Simonton Rd
Dallas, TX 75244
972 385-0188 Ext.231

Access Capital Corporation
Equipment Leasing
Robert Calzaretta
630-434-0088

Procter & Gamble
Keith Koraska
Account Manager
711 Live Oak Dr
Euless TX 76040
817-355-0990

VCP Int'l
Equipment
Jesse Valladarez
972 271 7474 ext 454

Master Cleaning Supply
Supply and Equipment
Yun Sun Kim
2254 Royal Ln Suite 200
Dallas, TX 75229
973 243-6747

Alto Financial Services
Equipment Leasing
16091 Swingley Ridge Rd Suite 180
Chesterfield MO 63017
636-532 7430

Bonding and Insurance Support

The Grayhawk Companies
Brents M Blonigan
1740 N Collins Blvd Suite 200
Richardson TX 75080
972-671-9105



Oriental Building Services Personnel Recruitment and Hiring Practices

OBS recruitment and hiring practices typically following the law and contract requirement

- 1 OBS recruits employees from the list of people that are friends, family, walk-in and referral
- 2 To apply the applicant must have two from of acceptable picture I D with them at the time of apply for the job opening
- 3 The applicant must be legal age of 18 year old and must have proof of legally to work in US
- 4 Upon complete of application, interviewer will make copy of applicant's acceptable documentation (Driver's License, Social Security Card, Aliens Card and Authorized to Work Card etc)
- 5 Before the applicant are hire, company will conduct background check and drug test as require by all contract and call Social Security office to confirm on applicant's Social Security number
- 6 Upon pass of background check and social security number check Applicant return to office to completing all required documents (I-9, W-4, etc)
- 7 Upon all documents are completed, applicant's application will submit to contracting office for approve before start working at the location
8. After the hire payroll department have 3 day to E-Verify the new employee from the hiring date
- 9 After application approve, applicant will start 20-hour orientation and training
- 10 The new employee finished the training, will be on probation for the first working days, and the first two-week they will work with company's supervisor.

The recruitment and hiring practices of OBS will be update from time to time to comply with the law and contract requirement



**Texas Department of Public Safety
Criminal History Search**

USER: nshum@obsusa.net (1163448,1343604) SERVER: DPSWEBB DAT :4/8/2013 :04: 3 PM LANG:ENGLISH (UNITED STATES)



Search #9423736

Search Criteria

- Searched for **XXXXXXXXXXXX**
- Searched on 4/8/2013

No Matching Records

There are no records matching your search criteria as of the date and time of this specific search. This includes the Criminal History File, Sex Offender Registration and Name Based Files.

A search of the Texas Conviction Database will not provide a definitive match or no-match. Results may or may not be related to the individual that has been searched. Further review of these records is necessary to determine if a possible match exists. The only way a positive match can be obtained is through the submission of fingerprints.

[How To Search The Criminal History Database](#)



Social Security Number Verification System (SSNVS)

[SSNVS Help](#)

SSN Verification Results

Employer's EIN 205-XXX-XXX Name XXX-XXX-XXXX
Records Submitted 1
Verified Records 1

The following table displays your submitted results. The first column indicates if the submitted record verified, failed, or employee is deceased. The first five digits of the SSN will be masked for verified records and records with a verification results code of 3 or 6.

[Verify More SSNs](#)
[Why Are Some SSNs Masked?](#)
[Field Office Locator](#)

- **Failed** Data does not match Social Security Administration's records. Select [What to do if an SSN Fails to Verify](#) for more information.
- **Deceased** Data matches Social Security Administration's records, and our records indicate that the person is deceased. For more information, please contact our general SSA information line at 1-800-772-1213 (TDD/TTY 1-800-325-0778) or your local Social Security field office. Select [Field Office Locator](#) to find the office nearest you.
- **Verified** Data matches Social Security Administration's records.

Results	SSN 999999999	First Name	Middle Name	Last Name	Suffix	Date of Birth MMDDYYYY	Verification Results
Verified	XXX-XXX-XXXX	XXXX		XXXX		XXXXXX	

Have a question? Call 1-800-772-6270 Mon - Fri 7AM to 7PM Eastern Time to speak with Employer Customer Service personnel. For TDD/TTY call 1-800-325-0778.



RFP – B-16-13
City of Alvin
Janitorial Services



TRAINING PROGRAM SUMMARY

The training program at Oriental Building Services is very detailed and comprehensive. All new employees go through five steps of training before he or she is permanently assigned to the building. The five steps are classroom training, video training, first aid, chemical, equipment, safety, hands on training and green cleaning and products. We use the **3M™** Service Maintenance, Analysis, Resource, Training (**S M A R T**) Program. This program allows OBS to customize the training for each project or facilities; the employees will have first hand training before they step foot in to the facilities. It allows OBS to customize to the point an employee will know what the same office trouble area or restrooms look like and what step tool and chemical to use. It also allows OBS to implement proven green cleaning methods in all facilities and to combine any facilities owner's maintenance schedules into the training. For any customers that are working towards Green Sealed or Leadership in Energy and Environmental Design **LEED** certifications, we will provide a green care system (green cleaning procedures & products) that will help you earn points to getting that certification.

Supervisor Training The supervisor will receive ongoing skill development training as needed. Training programs available for Supervisors will include:

- ✓ Supervisory Skills 101
- ✓ Managing Change
- ✓ Building Productivity through Mutual Respect
- ✓ Eliminating Un-lawful harassment in the workplace
- ✓ Conducting performance reviews
- ✓ Hiring and Firing procedures (Conducting Interviews)
- ✓ Building Productive Teams

(Note: All basic employees training will be available to supervisors also)

Basic Employee Training

1 Classroom Training

- ✓ General Cleaning
- ✓ Floor Care Task
- ✓ Housekeeping
- ✓ Hard Floor Care
- ✓ Carpet Care
- ✓ Disinfectants Tips and information
- ✓ Restroom Cleaning
- ✓ Office Cleaning
- ✓ MSDS Information
- ✓ Specialized Cleaning



Training Facility



Classroom Training

2 3M™ Video Training (English and Spanish)

- ✓ Commercial Care
- ✓ Restroom Care Procedures
- ✓ Twist and Fill
- ✓ Working Safety
- ✓ Equipment
- ✓ Safe Cleaning



3M Green Seal Products

3 First Aid, Chemicals, Equipments, Safety

- ✓ Basis first aid
- ✓ Safe use of chemicals
- ✓ Understanding equipment
- ✓ Blood borne Pathogen
- ✓ Hazard program
- ✓ Asbestos awareness Training



Environmental
Friendly Equipment

4 Green Cleaning

- ✓ Building Expectations
- ✓ Green Cleaning Basics
- ✓ Custodial Duty
- ✓ Green Clean Procedures
- ✓ How to evaluate Green Clean Products
- ✓ List of Environmental Issues
- ✓ Traditional versus Green Products
- ✓ Understanding the impact of Cleaning Green



5 Hand on Training

A supervisor works with the trainee and showing actual cleaning procedure and answering all questions. During this time he or she is obligated to take note on and special instruction, such as any door to be locked after cleaning turning of light alarm-setting procedures. Onsite training will take up to 2 weeks before the trainee works on their own.

Training Review and Development Current training material will be reviewed to assure all aspects needed for job performance are covered. Training will be evaluated on the following basis:

- Compliance to contract requirements
- Compliance to current contract requirements to delivery requirement (Example Annual or Quarterly training)
- Documentation of completed training (Training Completion Form)
- Documentation filed in appropriate place

Additional training will be developed and delivered by the Project Manager



Acknowledgement of Training

I _____ acknowledged received the following training from Oriental Building Services for my _____ position. Furthermore, I totally understand the training and safety program that I had received from Oriental Building Services. I will follow the training and safety guideline to perform my work to the best of my knowledge.

Classroom and Video Training ___ Hr

- Green Cleaning _____
- Floor Care Task _____
- Housekeeping _____
- Hard Floor Care _____
- Carpet Care _____
- Restroom Cleaning _____
- Disinfectants Tips _____
- Specialized Cleaning _____
- Equipment _____
- Working Safety _____
- Basis First Aid _____
- MSDS _____
- Safe Use of Chemicals _____
- Hazard Program _____

Training Materials By

- 3M Training Video _____
- Procter & Gamble _____

Trainer _____

Date _____

Trainee _____

Date _____



QUALITY CONTROL PROGRAM

We've structured our Quality Control standards and procedures to always meet and very often exceed Government quality assurance expectations. Our Quality Control program and approach has been implemented on numerous Government Custodial/Janitorial contracts. The success of the program has provided Oriental Building Services Management "OBS" with the confidence to expand our Quality Control applications and objectives to evolve with client requests. Four elements are key to effective Quality Control administration:

- 1 **TRAINING** - For a thorough understanding of quality objectives and requirements, periodic refresher classes keep quality performance in the minds of our employees.
- 2 **DAILY SUPERVISION** By a qualified management team to ensure proper adherence to contract quality requirements.
- 3 **SCHEDULING** The judicious application of resources in the right area at the right time is the best assurance of quality.
- 4 **INSPECTION** Periodic and unannounced checks for adherence to define Quality Control policy by both the management team and Government inspectors to predict potential deviations, as well as, to document and correlate improvements.

The following paragraphs present an outline of our Quality Control practices:

- **An efficient Inspection System**
- **Timely Deficiency Identification**
- **Quality Control Documentation and Enforcement**
- **Government Communication Interfaces**
- **A qualified Organization and Structure**
- **A responsive Customer Comment Program**
- **Steps to implement Corrective Action**
- **Recommendation Program with the appropriate provisions for**
 - ◆ reporting mechanisms
 - ◆ complaint investigation
 - ◆ preventive measures
 - ◆ synopsis of complaints and steps taken for improvement



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Inspection Program The following major areas of concern are considered routine inspection items

- **Employee Personal Hygiene** Cleanliness of hands arms face hair, uniforms, proper use of hair restraints, gloves, and associated sanitary protections
- **Safety** The safe use of janitorial and custodial equipment insure the proper safety procedures are in place to include the use of wet floor caution signs but not limited to constant inspection of floor conditions walls ceilings to preclude accidents and assure dust less cleaning methods
- **Janitorial & Custodial Operations** We shall insure that quality and efficiency of sweeping, mopping, dusting, etc service display cases, walls, wall hangings, floor and entryways proper ventilation lighting toilet and lavatory facilities
- **Property & Equipment Maintenance** - Check on all exterior and interior maintenance responsibilities falling under the service contract requirements snow and ice removal from entrance/exit walkways, proper trash disposal and inspection of lighting fixtures (both interior and exterior)
- **Employee Conduct & Attitude** Checks for the practice of the proper code and conduct in employee/customer relations including decorum respect politeness and responsiveness to customer needs

Inspection Schedule Our Project Manager and/or Supervisor will conduct daily or bi-daily unscheduled inspections of all contract functional areas to assure continuing compliance with the PWS in conjunction with the Government QAE. Additionally, weekly inspections will occur on a scheduled basis to alert deficiencies that continue for more than one or two days. As a result problems can be "nipped in the bud" before they affect overall performance or can spill over into other functional areas

After inspection, the Project Manager will document all deficiencies on Oriental Building Services forms. A copy of these completed forms will be retained in each facility and one will be given to the affected functional area Supervisor. The affected employee will be required to sign the deficiency report, acknowledging the deficiency and the corrective actions to be taken. If the problem persists beyond the maximum two hour time limit after notification a subsequent deficiency report will be filed with the Project Manager for immediate remedial action.

The Project Managers will prepare a synopsis report of all deficiencies and associated corrections on a monthly basis. Copies of the report will then be given to the Project Manager Corporate Operations



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Manager, and the Contracting Officer. A copy of the monthly report will be filed in each facility's QUALITY CONTROL records for review in the event of a recurrence.

Our Corporate Operations Manager will conduct random site visits for spot checks and to review on-site project operations throughout the term of the contract. Subsequent inspections will be scheduled during the first and third quarters of performance for each contract year. Should circumstance require more frequent inspections will be conducted as determined by persisting deficiencies, or at the request of the Contracting Officer. If required, the Operations Manager will conduct additional or remedial QUALITY CONTROL training of the on-site project management staff and affected employees.

Corrective Action The Project Manager will document his/her findings in a QUALITY CONTROL Deficiency/Correction Report and instruct the Supervisors of the affected area to take corrective action for resolution of the problem within two hours or within the minimum reasonable time period to adequately correct the deficiency.

The Project Manager will then require the Supervisors to initial the deficiency report acknowledging the problem(s) identified. When the deficiency has been corrected and re-inspected, the Project Manager will complete the corrective action portion of the deficiency form. If unresolved, the deficiency will be escalated to an official reprimand of the employee(s) responsible. The Project Manager will then perform random spot checks of the subject area to verify adherence to quality standards.

Each Supervisor will submit a monthly Quality Control Inspection Report to the Project Manager after each detailed inspection. The Project Manager will complete and file the Monthly QC Inspection Summary in the Project Office and send a copy to the Home Office.

The Corporate Operations Manager will also conduct unannounced inspections of all on-site project operations, providing an independent quality control function. During the Operations Manager's visit, a discussion of quality levels with the Project Manager and Supervisors will provide further corporate oversight of the contract. Should any problem persist, the Operations Manager will conduct refresher training of the affected project staff and employees. If despite additional training, directives for correction or pronounced deficiencies persist, the Operations Manager is delegated the authority to dismiss the deficient employee(s) and replace them. Notification to the Project Manager and the Government QAE will be made.

Government Communication Interfaces Quality complaints and suggestions for improvement at the customer level will be handled in accordance with Government specifications and coordinated through the



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customer Complaint and Improvement Recommendation Program Official communications between Government Contract personnel and the project office will adhere to all contract terms and conditions Where necessary or desired the Contracting Officer and our Contract Manager can have special 'one-on-one' meetings Our Project Manager is delegated the necessary authority and access to executive management to fully commit the company We further propose quarterly roundtable forums to be attended by the Contracting Officer and his/her designees, our Project Manager Supervisors and corporate Operations Manager Through this open discussion a forecast of impending quality decisions can be discussed and problem areas isolated before they impact the project As a general rule however deficiencies discovered by the Government should be delivered in writing to the Project Manager for immediate corrective action

Quality Control Documentation and Enforcement OBS has several standard forms to document quality control inspection enforcement deficiency and corrective actions reports Further documentation practices will be coordinated through the Customer Complaint/Improvement Program All project quality control records will be available to the Government for review throughout the term of the contract The Project Manager will keep the following reports on file in the project office for review during normal business hours

- Completed Quality Control Inspection forms for all functional areas detailing deficiencies and corrective actions taken
- Completed Operations Managers inspection evaluations after surprise inspections including corporate directives for enforcing corrective actions
- All weekly deficiency/correction inspection reports from Operations Manager
- Completed Customer Comment Forms
- All monthly synopsis reports to the Operations Manager and Contracting Officer listed identified deficiencies/complaints and the corrective action taken

Customer Comment Program – OBS firmly believes in a strong contractor consumer interface for identifying problems Solutions to some of the simplest or toughest problems may be very obvious to the customer, but we may be "too close to the trees to see the forest " To facilitate this program we will make a Customer Comment Form available at various places throughout the work areas This will make the forms readily available to all customers Additionally our Project Manager and Supervisors will be highly visible during the day to-day operations They will be available to receive customer comments and complaints All Customer Comment Sheets received will be delivered directly to the Project Manager All Comment Sheets will be serialized logged and maintained in a file in the Project Office for Government review



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All complaints will be carefully investigated and timely solutions will be implemented. If the customer chooses to give his/her name and telephone number we will provide feedback to them regarding the corrective action taken to alleviate their complaint.

Employee Training/Qualification In addition to the OBS initial and follow-on training we will ensure our employees attend additional company sponsored training based on Government requirements. In all cases OBS will perform initial and refresher training. We will maintain training folders on all employees and ensure all training briefings and physical examinations are properly recorded. We will forward a list of employees and training they have received to the Contracting Officer Representative if required.



Inspection / Work Order Report

Building _____

- | ITEMS |
|--------------------------------|
| 1 Trash Empty / Remove |
| 7 Horizontal Dust |
| 8 Dust Furniture/Fix/Equip |
| 9 Dust Hi / Lo / Detail |
| 15 Spot Clean Detail |
| 16 Spot Clean General |
| 18 Drinking Fountains |
| 19 Clean Sinks |
| 20 Dust Window Blinds |
| 22 Vac Spot / Full / Detail |
| 25 Spot Clean Carpet |
| 26 Police Hard Surface Floor |
| 28 Mop Spot / Damp |
| 32 Spray Buff |
| 33 Machine Scrub (Recoat) |
| 34 Strip/Refinish |
| 36 Machine Scrub |
| 46 Clean Restroom Vents |
| 47 Clean Partitions |
| 48 Clean Restroom (All) |
| 49 Clean Shower |
| 51 Door Glass / Partition |
| 37 Bright Metal Clean / Polish |
| 68 Eye Wash Station |
| 73 Damp Dust |
| 109 Vacuum Furniture |
| 111 Empty Recyclable |
| 141 Machine Scrub Restroom |
| 144 Wash Walls |
| 157 Wash Ceramic Tile Wall |
| 163 Vacuum Pipes |
| 178 Dust Light Fixtures |
| 179 Clean Refrigerator |
| 209 Vacuum Mats |
| 211 Refill Dispensers |
| 219 Clean Janitor Closet |
| 224 Clean Dry Erase Boards |
| 225 Clean Baseboards |
| 228 HVAC Vent |
| 230 Polish Furniture |
| 236 Clean Microwave |
| 266 Clean Telephones |
| 288 Wipe Exercise Equipment |
| 331 Extract Carpet |
| 625 Clean Mirrors |

	INSPECTED / WORK ORDER AREAS
<input type="checkbox"/>	Breakroom
<input type="checkbox"/>	Conference Room
<input type="checkbox"/>	Corridors
<input type="checkbox"/>	Copy Room
<input type="checkbox"/>	Elevators
<input type="checkbox"/>	Entrances
<input type="checkbox"/>	Hallway
<input type="checkbox"/>	Janitor Closet
<input type="checkbox"/>	Landscape
<input type="checkbox"/>	Lobbies
<input type="checkbox"/>	Men's Restrooms
<input type="checkbox"/>	Men's Showers
<input type="checkbox"/>	Offices
<input type="checkbox"/>	Sidewalks
<input type="checkbox"/>	Stairwells / Landings
<input type="checkbox"/>	Women's Restrooms
<input type="checkbox"/>	Women's Showers
<input type="checkbox"/>	Work Station

Quarterly Carpet and Floor Work Performed

Manager Comment

Notes

This inspection was conducted on _____ By _____

2nd Inspection
 Final Notice
 Work Order



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COMPANY SAFETY POLICY

Responsibility to Injury and Illness Prevention Program (IIPP) has been delegated throughout all levels of the company from management to employees. The following is an overview of that policy.

Executive Management Safety Responsibilities

The owner of Oriental Building Services has the ultimate responsibility for the safety and health of company personnel and must ensure that company operations are conducted in accordance with the safety standards and guidelines. Executives Management's attention will focus on the strategic direction of the company's IIPP and overall management of the Injury and Illness Prevention Program. As such, Executive Management will establish and direct an IIPP that will provide:

1. Statements of policy and responsibility for the Company's total IIPP
2. Identification of safety and health hazards
3. Codes for safe practices
4. Inspection, investigation systems and corrective actions
5. Training programs
6. Communications systems
7. Record keeping

Safety Coordinator's Responsibilities

1. The Owner of Oriental Building Services has an appointed Safety Coordinator and will monitor his/her activities to ensure an effective program.
2. The Safety Coordinator develops and administers the Company's IIPP in order to achieve the goal of a totally safe workplace.
3. The Safety Coordinator has the authority to implement immediate action to correct hazardous conditions, which pose a threat of death or serious injury.
4. The Safety Coordinator will liaison with federal, state and local safety officials, insurance company safety specialists and safety/management consultants.



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- 5 The Safety Coordinator will be the Chairperson of the Safety Study Group
- 6 Review claim files to recommend and institute loss control prevention
- 7 Provide safety training to the Project Manager, Supervisors and employees
- 8 Perform Safety/Loss Control audits and inspections
- 9 Perform Job Safety Analysis (JSA)
- 10 Implement employee safety incentive and award programs
- 11 Enforce employee safety infraction disciplinary procedures
- 12 Investigate all major accidents
- 13 Coordinate with Project Manager the investigation and corrective action for minor accidents
- 14 Coordinate with Project Manager and Safety Study Group the investigation and corrective action for major accidents
- 15 Monitor and disseminate information company wide regarding new safety laws, regulations and standards
- 16 Perform safety inspections
- 17 Maintain files and records of IIPP

Safety Orientation, Education & Training

The Preliminary Safety Training Plan is presented under Subsection This plan includes a complete agenda for safety training prior to job commencement as well as a refresher, OFT, and new hire training New hires will be trained in their particular workstations in safety procedures and practices before commencing work They will receive instruction in all other safety matters within thirty days

Industrial Safety Program

The IIPP is an essential part of the Department of Reclamation Services Industrial Safety Program The overall goal is to reduce the probability of accidents from occurring Additionally, we will ensure conformity to the current edition of Occupations Safety and Health Administration (OSHA), and National Fire Codes



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Hazard Reporting Procedures and Follow-On Corrective Action

Any accident, no matter how minor, will be reported to the on site manager by the assigned supervisor. The Supervisor will conduct an inspection of the accident scene and interview the employees who witnessed or were associated with the said accident. As part of an accident report a brief statement will be taken and signed by the employees involved and attached to the accident report. After an accident report has been filed with the project office, E&A's on site manager will notify our insurance carrier by mail with a complete follow up of circumstances surrounding the accident and a duplicate to the Home Office.

Following notification of the insurance carrier and the home office our manager will complete all applicable accident investigation reports required by the contracting officer as required by OSHA standards.

A listing of accident reporting procedures will be posted on the employee bulletin board in the project office. Along with his investigation the on site manager will file a corrective or preventative action notice with the Project Manager and deliver a duplicate to the Home Office. Posted alongside the accident reporting procedures on the employee bulletin board will be the name, address and telephone of the local company physician.

Pending any changes in the current status of Department of Reclamation Services on going project operations our on site manager may designate a different qualified local company physician and submit written notification to the Government contracting officer, including name, office location and home/work telephone numbers.

In the event of an on the job accident/injury, the injured employee will be transported to the nearest emergency medical treatment center for treatment. E&A currently maintains an Accident Prevention Safety Program, which can be updated or revised upon request of the installation of the Project Manager.



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Accident Record for the Past Years

Throughout Oriental Building Service s history, safety has been considered as high a priority as any other organizational function. Consequently, Oriental Building Services has developed and implemented methods to aid in minimizing the probability of accidents. Over the last two years, accidents have been kept to an average of 1 per year, none of which was considered to be

REFERENCE LIST / EXPERIENCE

Over the past two decades we have built a list of references that will attest to our ability to provide uncompromised "Best in Class" service to projects similar to that of the City of Alvin custodial services project. In fact, we have several completed projects that have proven to the City of Alvin that we are a strong partner who shares the same operational and customer service goals. A full list of our projects active and completed follows.

Active Projects	Completed Projects
<ul style="list-style-type: none">• DFW Airport Non Public Facilities• City of Dallas, Texas• City of Plano, Texas• City of Colleyville, Texas	<ul style="list-style-type: none">• Dallas Area Rapid Transit• Dallas county Community Collage• Tarrant County, TX• North Texas Toll Way Authority• City of Dallas Love Field Airport• City of Dallas - City Hall

From the complete list, provide the following additional information four (4) different and most applicable Commercial Custodial Services for which Work has been performed (national and internationally) Include the following information

Our reference data sheets are presented on the following pages, and we encourage the City to reach out to them for details on how we have successfully managed projects similar to yours.

DFW AIRPORT NON-PUBLIC FACILITY DFW AIRPORT, TEXAS



Company/Entity Name	DFW Airport
Address	DFW Airport, 3122 E 30th Street DFW Airport, TX 75261
Contact Names	Kofi Armardi Coordinator
Phone Number	(972) 973-6211
Facsimile Number	(972) 973 5601
Email Addresses	karmardi@dfwairport.com
Brief Description of Work Performed	Non Public Facilities Custodial Services and Floor Care
Relevancy	Airport Facility – 236,000 square feet
Value	\$ 2 708 029 58
Term	2010 2015 2015 2020

OBS is currently in the fourth year of a five-year contract to provide 24/7 custodial services to 28 DFW Airport Non Public facilities with 24 personnel to cover the 24/7 requirement. OBS has also successfully completed four other five-year contracts with DFW Airport the past ten years. Klean Concept is the subcontractor to provide the service to fill the 24/7 and M/WBE requirements at Taxi Queue.

CITY OF COLLEYVILLE, TEXAS



Company/Entity Name	City of Colleyville
Address	100 Main Street, Colleyville TX 76034
Contact Names	Jaime Gutierrez
Phone Number	(817) 503 1097
Email Addresses	jgutierrez@colleyville.com
Brief Description of Work Performed	Custodial Services and Floor Care
Relevancy	Public Facility 125,039 square feet
Value	Original \$130,298
Term	2013 2018

OBS is currently in the third year of a five year contract to provide full custodial day time services for 10 City of Colleyville facilities to include

- | | | |
|---------------------|----------------|-------------------|
| City Hall | Court House | City Jail |
| Police Headquarters | Public Library | Recreation Center |
| Public Works Center | Fire Station | Senior Center |

CITY OF PLANO, TEXAS



Company/Entity Name	City of Plano, Texas
Address	1409 Avenue K, Plano, TX 75074
Contact Names	Joe Weigel
Phone Number	(972) 941 5517
Facsimile Number	(972) 941 5515
Email Addresses	josephw@plano.gov
Brief Description of Work Performed	Custodial Service and Floor Care
Relevancy	Public Facilities 1,069,103 square feet
Value	\$4 172 000
Term	2013 2017

OBS is currently in the second year of a four year contract to provide full custodial and day porter services for 36 City of Plano facilities to include

- City Hall
- Court House
- City Jail
- Police Headquarters
- Public Library
- Recreation Center
- Public Works Center

CITY OF DALLAS, TEXAS



Company/Entity Name	City of Dallas - Oak Cliff Municipal Center
Address	Oak Cliff Municipal Center 320 E Jefferson Blvd , Dallas, TX 75203
Contact Names	Lonnie Taylor
Phone Number	(214) 670 9569
Facsimile Number	(214) 670 9569
Email Addresses	Lonnie.taylor@dallascityhall.com
Brief Description of Work Performed	Custodial Services and Floor Care
Relevancy	Public Facilities – includes parking
Value	\$ 760,480
Term	2015 Present

OBS is currently in the second - year of a four-year contract to provide full custodial and day porter services for Oak Cliff Municipal Center to include the follow city department

- Sustainable & Construction Department
- Building permits & Inspections
- Parking enforcement
- Trinity watershed management
- Building Permits
- Code compliance
- Public works



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 Janitorial Services



EQUIPMENT LIST

EQUIPMENT						
Type	Project Function / Purpose	Year made or Age	Manufacturer	Model Number	Make	Quantity
Vacuum Cleaner	HEPA Filter 12" Upright 10Amp Carpet Clean	NEW	Sanitaire	SC5815B	Sanitaire	8
Backpack Vacuum	6 ft.. 1 ¼' flex hose Disposable filter bag Carpet Clean	NEW	ProTeam	SCM 1282	Pro Team	3
Floor Scrubber Low Speed Buffer	20' Single disc. 175 rpm 25' cable Floor Strip Wax & Polish Buff	1 years old Good	PowerFlite	C201HD	PowerFlite	2
Floor Scrubber High Speed Buffer	20' Single disc. 2000 rpm 50' cable Hard floors Polish	1 year old Good	PowerFlite	M1600-3	PowerFlite	2
Carpet Extractor	13gl Tank, 50 water lift flex hose, Attachments Carpet Shampoo	NEW	PowerFlite	PFX1085E	PowerFlite	1
Carpet Shampoers	10gl 32" Walk behind Carpet Shampoo	1 year old Good	Tennant	6D7877	Tennant	1
Carpet Dryer	2 speed air mover 0.5HP 4.8AMPS w/handle & wheels Wet Floor Air Dry	NEW	PowerFlite	PD500DX	PowerFlite	2
Wet/Dry Tank Vacuum	15gl. 50ft. water lift Auto Overflow Water Vacuum	NEW	PowerFlite	PF57	PowerFlite	1
Trash Containers	55gl Brut Barrel Container / 5 wheels Collecting Trash	1 year old Good	Rubbermaid	H1047	Rubbermaid	10
Floor Signs	Wet & Dry – English 12 X 24	NEW	Rubbermaid	H2271	Rubbermaid	24
Mop Bucket & Wringer Set	3' casters 38qt. "Caution" printed on 2	NEW	Rubbermaid	H-3458	Rubbermaid	14
Spray Bottle & Gun	24oz Leak proof Spray Head	NEW	Delta	24oz	Delta	32
Dust Mop & Handle Set	24' 36" 48' Commercial Clip-on Dust Mop Cotton String. 5" Handle	NEW	Rubbermaid	36'	Rubbermaid	11
Dust Pan with Broom	Upright Dustpan w/Cover 12" W Plastic, Black	NEW	Unger Ergo	TT36	Unger Ergo	15
Wet Mop	24oz & 32oz Cotton Synthetic Fiber	NEW	Unger Ergo	TT24		14
Lamb's Wool Duster	Extendable 36" Duster	NEW	Unisan	PM1218	Unisan	14

COMPANY PROPOSED UNIFORM



**Our everyday staff uniform
projects
a professional appearance**



**The OBS winter coat keeps
employees warm
while maintaining uniformity**

JANITORIAL SERVICES CONTRACT

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

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

WITNESSETH:

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

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

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

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

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

I.

SCOPE OF SERVICES

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

- (1) this Janitorial Services Contract document;
- (2) the RFP;
- (3) the Bid.

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

II.

COMPENSATION

2.01 – Payments.

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of \$_____.

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

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

III.

NOTICE

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

IV.

TERM

4.01 – Term.

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

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

CONTRACTOR:

CITY OF ALVIN, TEXAS

By: _____
Name:
Title:

By: _____
Paul A. Horn
Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts
City Clerk

BID NO. B-16-13 JANITORIAL SERVICES CONTRACT

American Janitorial Services, Ltd.		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,150.00	\$ 13,800.00
Public Services	\$ 1,020.00	\$ 12,240.00
Library	\$ 1,354.00	\$ 16,248.00
Senior Citizen Facility	\$ 851.00	\$ 10,212.00
Museum	\$ 337.00	\$ 4,044.00
Convention & Visitor's Bureau	\$ 155.00	\$ 1,860.00
Police Department	\$ 1,658.00	\$ 19,896.00
Animal Adoption Center	\$ 750.00	\$ 9,000.00
Totals	\$ 7,275.00	\$ 87,300.00

Oriental Building Services, Inc.		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,086.28	\$ 13,035.36
Public Services	\$ 628.12	\$ 7,537.44
Library	\$ 1,763.82	\$ 21,165.84
Senior Citizen Facility	\$ 818.46	\$ 9,821.52
Museum	\$ 404.31	\$ 4,851.72
Convention & Visitor's Bureau	\$ 135.31	\$ 1,623.72
Police Department	\$ 1,493.30	\$ 17,919.60
Animal Adoption Center	\$ 402.11	\$ 4,825.32
Totals	\$ 6,731.71	\$ 80,780.52

BID NO. B-16-13 JANITORIAL SERVICES CONTRACT

Agape Cleaning Enterprises, Inc.		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,155.66	\$ 13,867.92
Public Services	\$ 745.71	\$ 8,948.52
Library	\$ 1,435.96	\$ 17,231.52
Senior Citizen Facility	\$ 900.00	\$ 10,800.00
Museum	\$ 357.50	\$ 4,290.00
Convention & Visitor's Bureau	\$ 352.00	\$ 4,224.00
Police Department	\$ 1,584.00	\$ 19,008.00
Animal Adoption Center	\$ 445.00	\$ 5,340.00
Totals	\$ 6,975.83	\$ 83,709.96

Dazzle Maids		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 2,204.93	\$ 26,459.16
Public Services	\$ 1,280.39	\$ 15,364.68
Library	\$ 3,061.32	\$ 36,735.84
Senior Citizen Facility	\$ 1,700.00	\$ 20,400.00
Museum	\$ 525.00	\$ 6,300.00
Convention & Visitor's Bureau	\$ 550.00	\$ 6,600.00
Police Department	\$ 3,040.00	\$ 36,480.00
Animal Adoption Center	\$ 950.00	\$ 11,400.00
Totals	\$ 13,311.64	\$ 159,739.68

BID NO. B-16-13 JANITORIAL SERVICES CONTRACT

WCD Enterprises, LLC.		
Facility Location	Monthly Cost	Annual Cost
City Hall	\$ 1,950.00	\$ 23,400.00
Public Services	\$ 850.00	\$ 10,200.00
Library	\$ 2,375.00	\$ 28,500.00
Senior Citizen Facility	\$ 1,350.00	\$ 16,200.00
Museum	\$ 380.00	\$ 4,560.00
Convention & Visitor's Bureau	\$ 300.00	\$ 3,600.00
Police Department	\$ 2,395.00	\$ 28,740.00
Animal Adoption Center	\$ 710.00	\$ 8,520.00
Totals	\$ 10,310.00	\$ 123,720.00

Bid B-16-13 COST - PER REQUEST, PER LOCATION

Oriental Building Services, Inc.		
Facility Location	Billing Specifications	Cost
Bob Briscoe Park Restrooms	Per Request	\$50.00
Lion's Park Restrooms	Per Request	\$50.00
Pearson Park Restrooms	Per Request	\$50.00
Morgan Park Restrooms	Per Request	\$50.00
Bob S. Owen Pool Restrooms	Per Request	\$50.00
Alvin Girl Scout House	8 Cleanings Per Month	Monthly = \$301.11
National Oak Park Restrooms	7 Days Per Week	Weekly = \$360.00
Portable Restroom	Per Request	\$34.09
Portable Restroom	8 hour attendant - Per Request	\$160.00

Contract to begin September 1, 2016 and end August 31, 2017



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Police (Humane)

Contact: Chief Robert E Lee

Agenda Item: Consider an Interlocal Agreement with the City of Hillcrest Village for use of the Alvin Animal Adoption Center with automatic one (1) year renewal; and authorize the City Manager to sign.

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

Summary: The City of Hillcrest Village wishes to enter into an interlocal agreement for their use of the Alvin Animal Adoption Center. The terms of the agreement are similar to those entered into with the Tri-City agreement which recently went into effect.

Hillcrest Village will be responsible for catching and delivering animals and will be limited to no more than two (2) intakes per day with a maximum monthly intake of twenty (20) dogs and fifteen (15) cats. It is anticipated that actual usage will fall significantly below the maximum allowed monthly intake.

The intake fee will be billed monthly at \$100 per animal accepted at the shelter with any and all associated fees for adoption or animal redemption etc. being retained by the City of Alvin and not deducted or put toward the intake fee. Just as in the current two (2) shelter use agreements, the shelter staff have the right to refuse intakes if there is not sufficient space at the shelter.

The agreement is for one (1) year and includes automatic one (1) year renewal terms.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: ___ Required **Date Completed:** July 21, 2016

Supporting documents attached:

- Inter-local Agreement with Hillcrest Village
- Email chain discussing details of agreement

Recommendation: Move to approve an Interlocal Agreement with the City of Hillcrest Village for use of the Alvin Animal Adoption Center with automatic one (1) year renewal; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

II. CITY OF ALVIN'S OBLIGATIONS

2.01 Alvin shall:

(a) provide Hillcrest Village with space at the Animal Shelter for a maximum of twenty (20) dogs and fifteen (15) cats per month on an as-needed basis subject to available space as determined by Alvin;

(b) provide Hillcrest Village's authorized representatives with access to the Animal Shelter at all times of the day or night for delivery of impounded animals;

(c) submit to Hillcrest Village on a monthly basis an "Impoundment Receipt" for each animal received from Hillcrest Village;

(d) care for all seriously sick or injured animals as soon after arrival as possible;

(e) give food, water and other reasonable care needed for all animals impounded;

(f) maintain proper pen facilities and care for animals brought in by Hillcrest Village authorized representatives for a minimum of ninety-six (96) hours, except as otherwise provided herein;

(g) hold all animals that have an ID or Microchip brought in by Hillcrest Village authorized representatives for a minimum of ten (10) business days in order to allow Hillcrest Village authorized representatives to locate and contact the owner;

(h) maintain Certified Quarantine Cages for animals suspected of having rabies and hold such animals for the time specified by the Brazoria County Health District;

(i) have the right to determine when an animal is to be euthanized. All euthanizations shall be conducted by humane methods and in accordance with guidelines of the State Health District Director;

(j) have the right to refuse delivery of animals for impoundment by Hillcrest Village authorized representatives in the event that Alvin determines that it does not have sufficient space available at the Animal Shelter for such animals;

(k) have the right to collect fees, as provided for in the City of Alvin Code of Ordinances from the owner of an animal reclaiming same;

(l) will invoice Hillcrest Village on a monthly basis with net thirty (30) terms for impounded animals delivered to the Animal Shelter;

(m) shall keep records and statistics of all facilities used at the Animal Shelter. These records shall be submitted monthly as backup to the monthly invoice;

(n) agrees that authorized representatives of Hillcrest Village may inspect the Animal Shelter during regular business hours to determine disposition and status of animals impounded by Hillcrest Village; and

(o) understands and agrees that this Agreement does not include animal control functions or enforcement for Hillcrest Village.

2.02 In cases where an animal is suspected of rabies, Alvin shall hold the rabies suspect in a Certified Quarantine Cage for a period of ten (10) days, or euthanize the rabies suspect, based on the condition of the animal, and submit the remains to the Health Department for examination. When a rabies suspect succumbs during the ten (10) day quarantine period, Alvin shall immediately notify the Health Department of such death and cause the remains to be refrigerated until it can be submitted to the State Health Department Laboratory for laboratory examination for rabies. If after the ten (10) day quarantine period the animal is examined by a licensed veterinarian or certified Animal Control Officer and declared not to have rabies, the animal shall be handled as any other animal not suspected of rabies. Any costs incurred for required veterinary services shall be borne by Alvin.

III. HILLCREST VILLAGE OBLIGATIONS

3.01 All deliveries of stray or unwanted animals to the Animal Shelter shall be permitted through the Hillcrest Village authorized representatives. It is understood that all transportation of impounded animals to the Animal Shelter shall be the responsibility of Hillcrest Village.

3.02 Hillcrest Village shall undertake a three (3) day intake process for, and vaccinate any animal that will be impounded at the Animal Shelter prior to transporting such animals to the Animal Shelter.

3.03 In the event that Hillcrest Village needs to transport an animal to the Animal Shelter directly from the street (hereinafter referred to as a "raw intake"), Hillcrest Village shall be limited to no more than two (2) such raw intakes per each day during the term of this Agreement.

3.04 Hillcrest Village shall provide Alvin with documentation for each animal delivered to the Animal Shelter, including the name of the owner, if known, the approximate time and location where the animal was picked up, the dates on which the animal went through the intake process, vaccinations given to the animal, and other pertinent information such as needs for medical care or special attention.

3.05 Hillcrest Village authorized representatives shall coordinate with a designated representative from the Alvin Police Department for after-hours delivery of animals to the Animal Shelter.

3.06 As consideration for the services provided herein, the Hillcrest Village agree to pay Alvin a fee of \$100.00 per animal delivered to the Animal Shelter.

3.07 As additional consideration and upon request from Alvin, Hillcrest Village shall provide staff to assist Alvin with providing services to animals impounded by Hillcrest Village at the Animal Shelter.

3.08 Hillcrest Village shall allow Alvin to keep all fees for care permitted by the Codes of Ordinances of Hillcrest Village that are collected from owners pursuant to Section 2.01(k) above. Such payments shall be recorded and shall be considered additional consideration to the City of Alvin for services rendered to Hillcrest Village.

3.09 Hillcrest Village understands and agrees that this Agreement does not include animal control functions or enforcement by Alvin on behalf of Hillcrest Village.

shall be construed and enforced as if such invalid, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

6.08 Waiver. This Agreement is not intended to extend the liability of the parties beyond that provided by law. None of the parties hereto waives any immunity or defense that would otherwise be available to it against claims by third parties.

6.09 Default. In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ten (10) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

6.10 Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

EXECUTED on this the ____ day of _____, 2016, by City of Alvin.

ATTEST: City of Alvin, Texas

By: _____ By: _____
Dixie Roberts, City Clerk Paul Horn, Mayor

EXECUTED on this the 20th day of July, 2016, by Hillcrest Village.

ATTEST: Hillcrest Village, Texas

By: Rashelle Casas By: Tom Wilson
Rashelle Casas, City Clerk Tom Wilson, Mayor

XFINITY Connect

± Font Size -

RE: Agmt w Hillcrest for use of Animal Shelter**From :** Robert Lee <rlee@apd.cityofalvin.com>

Mon, Apr 25, 2016 03:15 PM

Subject : RE: Agmt w Hillcrest for use of Animal Shelter

11 attachments

To [REDACTED] >**Cc :** Sereniah Breland <sbreland@cityhall.cityofalvin.com>, Bobbi Kacz <bkacz@cityhall.cityofalvin.com>

Mr. Franzen,

I think I have covered all of your questions below. If I missed anything or if you need additional information please contact me.

1. Yes, we will need a list of who is authorized by you to bring animals to the shelter.
2. Section III 3.02 wouldn't apply to your City since you do not have a temporary holding facility. Section 3.03 (quick delivery) is what would apply to you
3. After hours deliver would have to be coordinated with APD dispatch 281.688.4370 since an officer will have to meet someone at the shelter after hours to open the gate. Hillcrest Village will also have to coordinate with the Shelter Manager, Autumn Miller 281.388.4331, on notification/paperwork to be completed when dropping off animals during or after business hours.
4. Section 3.07 is only in the event of the shelter becoming overwhelmed with animals from Hillcrest Village. If the number of animals exceeds what staff can reasonable care for then assistance from Hillcrest Village would be requested and would consist of feeding and cleaning of kennels and cages.
5. I have attached a copy of the City Ordinance you requested. Here is a direct link https://www2.municode.com/library/tx/alvin/codes/code_of_ordinances?nodeId=PTIICOOR_CH4ANFO

General and Misc Questions

1. If an animal is picked up which is from Alvin then we would not charge a fee for someone from Hillcrest Village dropping the animal at the shelter. If an animal is identified as belonging in Alvin and an animal control officer is on duty we would dispatch someone to pick up the animal, otherwise you would have to bring the animal over. If it was determined that the animal was not an Alvin animal then Hillcrest Village would be responsible for the fee.
2. I am open to the possibility of Alvin picking up contained animals in Hillcrest Village during normal business hours for an additional fee.
3. The monthly report on animals will only include date of intake, intake number and status of the animal for that monthly report for billing purposes. If an animal is brought in at the end of a monthly reporting period and is kept into the next reporting period, it will only be reflected on the monthly report which covers when it was brought in and will not be listed on the next monthly report.



Robert E. Lee LCC, BA, MS
Chief of Police
Alvin Police department
1500 South Gordon Street
Alvin, Texas 77511

281.585.7101
rlee@cityofalvin.com
www.alvinpolice.org

Exceptional Team, Exceptional Service.



From: Sereniah Breland
Sent: Thursday, April 21, 2016 5:44 PM
To: Bobbi Kacz; Robert Lee
Subject: Fw: Agmt w Hillcrest for use of Animal Shelter

Please review questions and chief, send him back your reponses, copy me and bobbi on the email.
thanks!

From:
Sent: Thursday, April 21, 2016 2:38 PM
To: Sereniah Breland
Subject: Re: Agmt w Hillcrest for use of Animal Shelter

As a result of discussion at the April 11, 2016 Hillcrest Council meeting we have the following questions and clarifications on the Animal Control Inter-Local Agreement proposal:

1. Does the City of Hillcrest need to provide City of Alvin names of authorized representatives to include in agreement or list in a letter to be attached to agreement?
2. Section III Par. 3.02
Need further explanation. Does this mean Hillcrest has to hold animals for three (3) days and vaccinate before taking to shelter? If so this defeats the purpose of the agreement for Hillcrest, or dose Par 3.03 clarify, by allowing for quick delivery.
3. Section III Par. 3.05
Will Alvin P. D. provide phone number and name of contact?
4. Section III Par 3.07

Need further explanation as to what's involved?

5. Section III Par 3.08

Can we get copy of Alvin Animal Ordinance to coordinate wording in revision of Hillcrest Animal Ordinance?

General and Misc. Questions:

1. If Hillcrest picks-up animal and it is determined to be from City of Alvin, will Alvin Animal Control come and pick-up or if we deliver will Alvin accept at no cost to Hillcrest?
2. Would Alvin ever consider picking up animals in Hillcrest, at a additional cost, if the animal is contained?
3. In monthly report from Alvin to Hillcrest for animals delivered, will it include all the expenses, and final status of animal?

If a meeting may be needed for more detailed discussion, please let me know.

Thanks,
Terrell Franzen

From: "Sereniah Breland" <sbreland@cityhall.cityofalvin.com>
To: "terrell franzen" [REDACTED]
Cc: "Robert Lee" <rlee@apd.cityofalvin.com>
Sent: Monday, March 28, 2016 4:49:35 PM
Subject: Agmt w Hillcrest for use of Animal Shelter

Good afternoon,

Sorry for our delay but attached you will find a draft of an agreement for the use of the City of Alvin Animal Shelter. Highlighted are the terms that may be stated differently for general law cities.

Let me know how you would like to proceed.

Thanks!





AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Police (Humane)

Contact: Chief Robert E Lee

Agenda Item: Consider an Interlocal Agreement with the City of Manvel for use of the Alvin Animal Adoption Center with an automatic one (1) year renewal; and authorize the City Manager to sign.

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

Summary: In 2014 the City of Manvel entered into an interlocal agreement for the 2014-2015 budget year with the City of Alvin for Manvel to use the Alvin Animal Adoption Center. This agreement allowed Manvel to bring up to 250 animals per year to the center for a set fee of \$25,000 which was paid at the beginning of the agreement. Any animals over and above 250 would be billed to Manvel on a monthly basis at a rate of \$100 per animal. Manvel renewed this agreement for the 2015-2016 budget year with the same set fee. Manvel would like to renew this agreement for the 2016-2017 budget year with an automatic renewal for the 2017-2018 budget year. This agreement maintains the same fee and terms as the current agreement in effect.

In 2014-2015 Manvel brought a total of 149 animals to the center and in 2015/2016 to date they have brought in 136 animals. Any associated fees for reclamation of lost animals or adoption fees are kept by the City of Alvin and do not affect the fee paid by Manvel. The current agreement as well as the requested renewal does allow for the center to deny animals for cause, such as no space, but the center has been able to take all animals brought in thus far without issue.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** July 21, 2016

Supporting documents attached:

- Interlocal Agreement for Manvel use of the Alvin Animal Adoption Center

Recommendation: Move to approve an Interlocal Agreement with the City of Manvel for use of the Alvin Animal Adoption Center with an automatic one (1) year renewal; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MANVEL
AND
CITY OF ALVIN
FOR USE OF THE
ALVIN ANIMAL ADOPTION CENTER**

This Interlocal Agreement is made and entered into by and between the City of Alvin, Texas, hereinafter referred to as "Alvin," and the City of Manvel, Texas, hereinafter referred to as "Manvel."

WHEREAS, Alvin owns and operates the Alvin Animal Adoption Center located at 550 West State Highway 6, Alvin, Texas, such facility being hereinafter referred to as the "Animal Shelter"; and

WHEREAS, Manvel desires that Alvin assist it in the shelter, maintenance, and disposition of certain animals impounded by Manvel in the enforcement of Manvel's animal control regulations; and

WHEREAS, Alvin desires to assist Manvel in the shelter, maintenance, and disposition of animals impounded by Manvel; and

WHEREAS, the governing bodies of Alvin and Manvel have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, chapter 791 Texas Government Code; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, obligations, and benefits hereinafter set forth, Alvin and Manvel hereby agree as follows:

I. TERM

1.01. The term of this Agreement shall be for a one (1) year period beginning on October 1, 2016, and terminating September 30, 2017.

1.02. This agreement shall automatically renew for an additional one (1) year period from October 1, 2017, and terminating September 30, 2018, if no changes or objections are raised by either party.

1.03. Either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other.

1.04. This Agreement may be terminated in ten (10) days for default that remains uncured as per section 5.10 of this Agreement.

II. PURPOSE OF AGREEMENT

2.01 In accordance with and pursuant to the terms and conditions hereof, Alvin shall permit Manvel the right to use the Animal Shelter to house animals impounded by Manvel in the enforcement of its animal control regulations. For the purposes of this Agreement, "animal" shall mean a dog, cat, or other small (not exceeding one hundred fifty pounds) warm-blooded animal capable of contracting rabies.

III. CITY OF ALVIN'S OBLIGATIONS

3.01 Alvin shall:

- (a) submit to Manvel on a monthly basis an "Impoundment Receipt" for each animal received from Manvel;
- (b) care for all seriously sick or injured animals as soon after arrival as possible;
- (c) give food, water and other reasonable care needed for all animals impounded;
- (d) maintain proper pen facilities and care for animals brought in by Manvel authorized representatives for a minimum of ninety-six (96) hours, except as otherwise provided herein;
- (e) hold all animals that have an ID or Microchip brought in by Manvel authorized representatives for a minimum of ten (10) business days in order to locate and contact the owner, and shall attempt to locate and contact the owner;
- (f) advise the person to whom an animal is released of the "Manvel Regulations" for maintaining an animal within the City of Manvel;
- (g) maintain Certified Quarantine Cages for animals suspected of having rabies and hold such animals for the time specified by the Brazoria County Health District;
- (h) have the right to determine when an animal is to be euthanized. All euthanizations shall be conducted by humane methods and in accordance with guidelines of the State Health District Director;
- (i) have the right to collect fees, as provided for in the City of Alvin Code of Ordinances from the owner of an animal reclaiming same; and
- (j) submit to Manvel on a monthly basis an invoice for all fees and charges for any and all animals over the number of 250 impounded during the term of the Agreement. Animals over this amount will be billed at \$100 per animal. Payment is due within thirty (30) days of date of invoice.

3.02. In cases where an animal is suspected of rabies, Alvin shall hold the rabies suspect in a Certified Quarantine Cage for a period of ten (10) days, or euthanize the rabies suspect, based on the condition of the animal, and submit the remains to the Health Department for examination. When a

rabies suspect succumbs during the ten (10) day quarantine period, Alvin shall immediately notify the Health Department of such death and cause the remains to be refrigerated until it can be submitted to the State Health Department Laboratory for laboratory examination for rabies. If after the ten (10) day quarantine period the animal is examined by a licensed veterinarian or certified Animal Control Officer and declared not to have rabies, the animal shall be handled as any other animal not suspected of rabies. Any costs incurred for required veterinary services shall be borne by Alvin.

IV. CITY OF MANVEL'S OBLIGATIONS

4.01. All deliveries of stray or unwanted animals to the Animal Shelter shall be permitted through the Manvel Police Chief, any Manvel Police Officer, or the Manvel Police Chief's authorized designee.

4.02. Manvel shall provide Alvin information pertaining to all animals delivered to the Animal Shelter, including the name of the owner, if known, the approximate time and location where an animal was picked up, and other pertinent information such as needs for medical care or special attention.

4.03. As consideration for the services provided herein, Manvel agrees to pay Alvin an annual fee of \$25,000.00 on or before October 31, 2016, for budget year 2016-2017.

4.04. Should the automatic renewal take effect for year 2017-2018, and as consideration for the services provided herein, Manvel agrees to pay Alvin an annual fee of \$25,000.00 on or before October 31, 2017, for budget year 2017-2018.

4.04. Manvel shall allow Alvin to keep all fees for care permitted by the City of Alvin Code of Ordinances that are collected from owners as per section 3.01(i). Such payments shall be recorded and shall be considered additional consideration to the City of Alvin for services rendered Manvel.

V. GENERAL TERMS

5.01. Solutions to problems encountered shall follow each respective City's chain of command.

5.02. Manvel agrees to hold Alvin harmless from and against any and all claims or suits brought or made for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of, or occasioned by, the acts or omissions of Manvel or its officers or employees relating to Manvel's use of the Animal Shelter pursuant to this Agreement.

5.03. All expenditures herein shall be made from current revenues.

5.04. Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended, except by written

agreement duly executed by both parties.

5.05. Authority to Execute. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

5.06. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Brazoria County, Texas.

5.07. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, return receipt requested, at the following addresses or at such future address as may be designated in writing:

If to MANVEL: City of Manvel
 20025 Morris Ave (Hwy 6)
 Manvel, Texas 77578
 Attn: City Manager

If to ALVIN: City of Alvin
 216 W. Sealy
 Alvin, Texas 77511
 Attn.: City Manager

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

5.08. Severability. If any provisions hereof are determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

5.09. Waiver. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City waives any immunity or defense that would otherwise be available to it against claims by third parties.

5.10. Default. In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ten (10) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

5.11. Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Executed as of the 11 day of July, 2016 by the City of Manvel.

ATTEST:

CITY OF MANVEL, TEXAS



Tammy Bell, City Secretary



Kyle Jung, City Manager

Executed as of the _____ day of _____, 2016 by the City of Alvin.

ATTEST:

CITY OF ALVIN, TEXAS

Dixie Roberts, City Secretary

Sereniah Breland, City Manager



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Freedom Subdivision (1401 S. Gordon Street), being a 4.42-acre tract of land out of Lot 7, Block D, of the subdivision of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas.

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

Summary: On June 30, 2016 the Engineering Department received the final plat of Freedom Subdivision for review. The property is located at 1401 S. Gordon Street in the City of Alvin and is being platted for future development.

The City Planning Commission unanimously approved the plat at their meeting on July 19, 2016.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Freedom Subdivision

Recommendation: Move to approve the final plat of Freedom Subdivision (1401 S. Gordon Street), being a 4.42 acre tract of land out of Lot 7, Block D, of the subdivision of the H. T. & B. R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

VICINITY MAP



LEGEND

- O.R.B.C.T. = OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS
- C.C.F.NO. = COUNTY CLERKS FILE NUMBER
- IR = IRON ROD
- IP = IRON PIPE
- OH = OVERHEAD POWER LINES

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

WE FREEDOM ISN'T FREE, LLC, ACTING BY AND THROUGH MATTHEW ERICKSON, MANAGER, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT AND WHOSE NAME IS DESCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATE TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS AND DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20__.

MATTHEW ERICKSON, MANAGER

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MATTHEW ERICKSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING REPRESENTATIVE FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

I, ROBERT LUNDE, AUTHORIZED PREVENTATIVE OF CAPITAL BANK OF TEXAS, OWNER AND HOLDER OF A LIEN AGAINST THE INSTRUMENT OF RECORD IN THE CLERK FILE NUMBER 201509533 OF THE O.R.B.C.T., 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 HEREIN TO SAID SUBDIVISION PLAT AND I HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20__.

ROBERT LUNDE, AUTHORIZED PREVENTATIVE

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ROBERT LUNDE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING REPRESENTATIVE FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF ALVIN SUBDIVISION APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20__ BY THE CITY OF ALVIN, TEXAS.

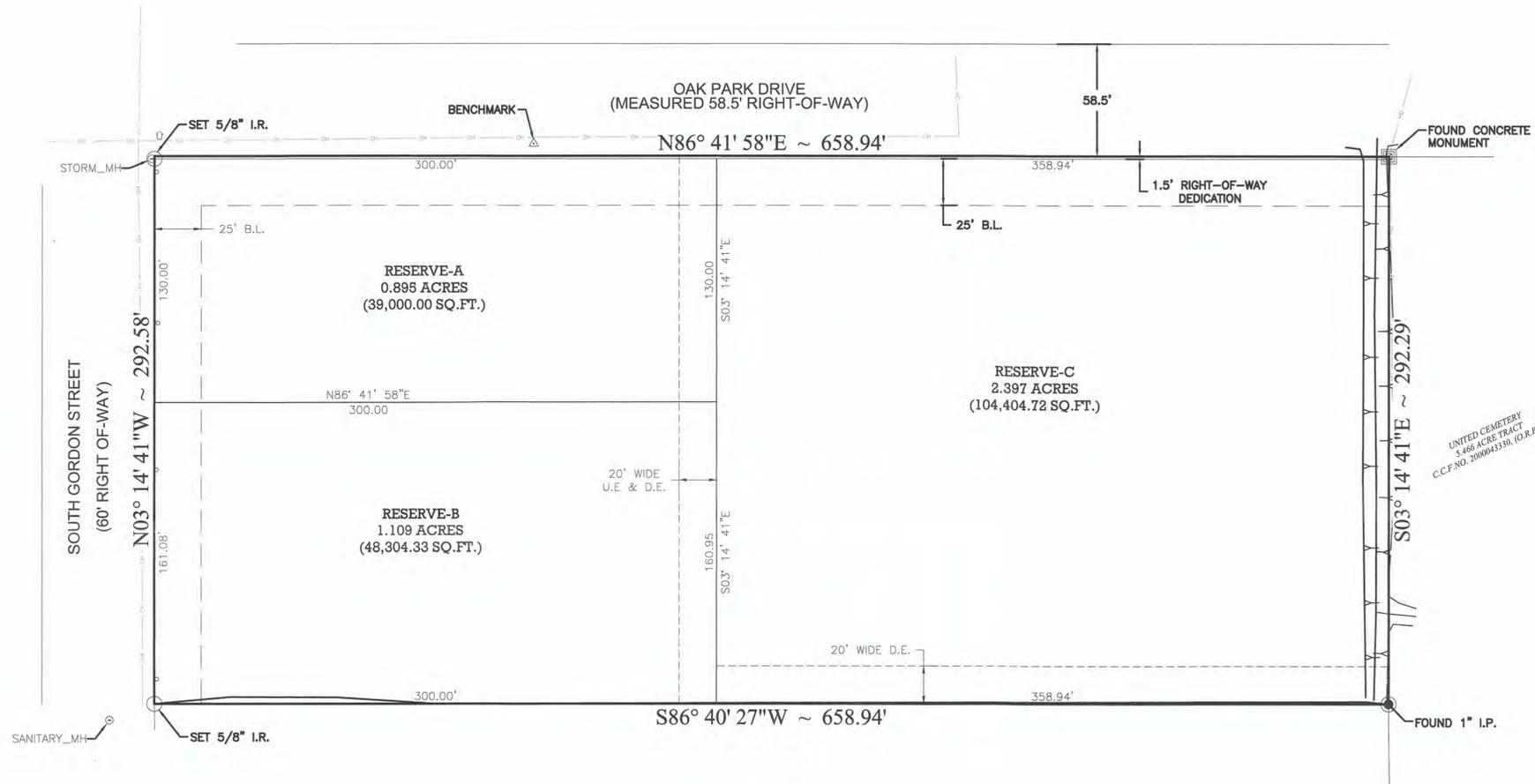
MAYOR PAUL HORN COUNCILMEMBER ADAM ARENDELL

COUNCILMEMBER BRAD RICHARDS COUNCILMEMBER KEITH THOMPSON

COUNCILMEMBER CHRIS SANGER COUNCILMEMBER GLENN STARKEY

COUNCILMEMBER SCOTT REED COUNCILMEMBER GABE ADAME

DIXIE ROBERTS, CITY CLERK MICHELLE H. SEGOVIA, CITY ENGINEER



DESCRIPTION OF 4.42 ACRE TRACT

BEING A 4.42 ACRE TRACT OF LAND OUT OF LOT-7, BLOCK-D, OF THE SUBDIVISION OF THE H.T. & B.R.R. COMPANY SURVEY, SECTION-14, ABSTRACT-449, BRAZORIA COUNTY, TEXAS, SAID 4.42 ACRE TRACT BEING THE SAME TRACT OF LAND CONVEYED TO FREEDOM ISN'T FREE, LLC AS DESCRIBED IN DEED RECORDED IN COUNTY CLERKS FILE NUMBER 201509533, IN THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), SAID 4.42 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1-INCH IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF THE BRENNEN ADDITION SUBDIVISION AS RECORDED IN VOLUME 4, PAGE 168, O.R.B.C.T. AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 86° 40' 27" W, ALONG THE NORTH BOUNDARY LINE OF SAID BRENNEN ADDITION, A DISTANCE OF 658.94 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON RPLS 6467" ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GORDON STREET SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 03° 14' 41" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH GORDON STREET, A DISTANCE OF 292.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON RPLS 6467" ON THE EXISTING SOUTH RIGHT-OF-WAY OF OAK PARK DRIVE SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 86° 41' 58" E, ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF OAK PARK DRIVE, A DISTANCE OF 658.94 FEET TO A CONCRETE MONUMENT FOUND MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 03° 14' 41" E, A DISTANCE OF 292.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.42 ACRES (OR 192,535.20 SQUARE FEET) OF LAND.

THIS DESCRIPTION IS BASED ON A SURVEY MADE ON THE GROUND BY BAKER & LAWSON INC. AND IS PREPARED ALONG WITH A PLAT OF THE PROPERTY SURVEYED.

THE BEARINGS USED IN THIS DESCRIPTION ARE REFERENCED TO THE THE TEXAS PLAIN COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET, NAD-83.

UNITED CEMETERY
4.466 ACRE TRACT
C.C.F. NO. 2006003330, (O.R.B.C.T.)

BRENNEN ADDITION
VOLUME 4, PAGE 168 (O.R.B.C.T.)

NOTES:

1. ALL BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.
2. THE AREA INCLUDED IN THE SUBDIVISION IS IN ZONE "X" AS SHOWN ON THE FEMA FIRM #485451C0165 AND IS OUTSIDE OF THE 500-YEAR FLOODPLAIN.
3. ALL ELEVATIONS ARE REFERENCED TO THE CITY OF ALVIN BENCHMARK # 0208, HAVING A CALLED ELEVATION OF 40.14' SHOWN HEREIN.
4. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF BUILDING PERMIT FOR EACH TRACT.
5. RESERVE A & B WILL HAVE A SHARED CROSS ACCESS FROM GORDON STREET.
6. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN APPROVED BY THE CITY ENGINEER.
7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT BY GREAT AMERICAN TITLE COMPANY, GP NO. 37250-GA781, EFFECTIVE DATE NOVEMBER 17, 2015, AND ISSUED NOVEMBER 20, 2015.

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JOSHUA A. MCGINN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

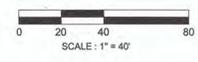
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

SIGNED: *Joshua A. McGinn* 7-13-16
JOSHUA A. MCGINN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6467



B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS

300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500

SCALE: 1" = 40'	REVISION NO.:	REVISION DESCRIPTION:	DRAWN BY: BT
DATE: 07-11-2016			CHECKED BY: RC
PROJECT NO.: 11896			DRAWING NO.: 1 OF 1

OWNER DEVELOPER
FREEDOM ISN'T FREE PROPERTIES, LLC
14039 FM 2100
CROSBY, TX 77532

FINAL PLAT OF
FREEDOM SUBDIVISION
A
3 - RESERVES
4.42 ACRE TRACT
SITUATED IN
LOT-7, BLOCK-D,
A SUBDIVISION OF THE
H.T. & B.R.R. COMPANY SURVEY,
SECTION-14 ABSTRACT-449,
BRAZORIA COUNTY, TEXAS



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Roy Estates (2570 County Road 357), being a 2.75-acre tract of land located in the I. & G.N.R.R. Company Survey, Section 25, Abstract 620 in Brazoria County, Texas.

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

Summary: On June 22, 2016 the Engineering Department received the final plat of Roy Estates for review. The property is located at 2570 County Road 357 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owner of the property to sell Lot 2.

The City Planning Commission unanimously approved the plat at their meeting on July 19, 2016.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A X Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Roy Estates

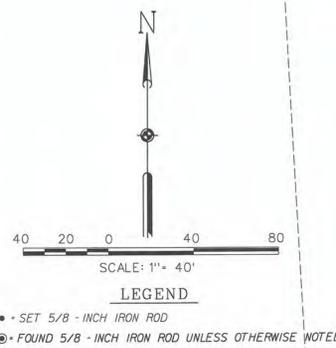
Recommendation: Move to approve the final plat of Roy Estates (2570 County Road 357), being a 2.75-acre tract of land located in the I. & G.N.R.R. Company Survey, Section 25, Abstract 620 in Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



CROW JANELL
2.00 ACRE TRACT
DOC. NO. 2003076388
B.C.D.R.

ROSE P. TORODE
1.50 ACRE TRACT
DOC. NO. 2005058939
B.C.D.R.

DEBORAH S. QUINN
6.00 ACRE TRACT
DOC. NO. 2010028278
B.C.D.R.

NOTES:

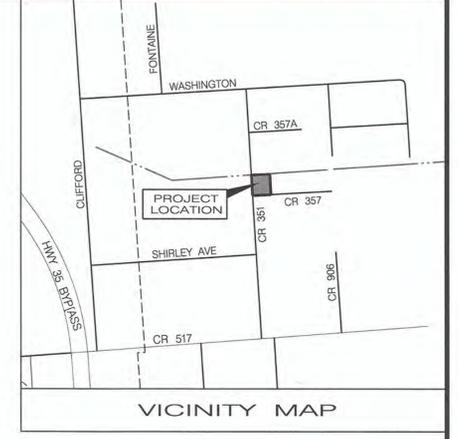
- THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF ALVIN. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY ALAMO TITLE INSURANCE COMPANY G.F. NO ATCH16057509, EFFECTIVE DATE JUNE 22, 2016. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C0165 H, WITH THE EFFECTIVE DATE OF JUNE 5, 1989, THIS PROPERTY IS LOCATED IN UNSHADED ZONE "X" (AREAS DETERMINE TO BE OUTSIDE 500-YEAR FLOODPLAIN) AND ZONE "AO". ALL FLOOD INFORMATION NOTED IN THE PLAT REFLECTS THE STATS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
- THIS PLAT IS REQUIRED FOR CONVEYANCE OF OWNERSHIP AND NO IMMEDIATE IMPROVEMENTS ARE PROPOSED TO BE CONSTRUCTED. IF APPLICABLE, A DRAINAGE PLAN IN COMPLIANCE WITH THE CITY'S DESIGN CRITERIA AT THE TIME OF APPLICATION FOR A BUILDING PERMIT.
- IF APPLICABLE, SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT.

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS HAS APPROVED THIS FINAL PLAT OF ROY ESTATES, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF ALVIN AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____ 2016.

MAYOR PAUL HORN
COUNCILMEMBER CHRIS SANGER
COUNCILMEMBER SCOTT REED
COUNCILMEMBER KEITH THOMPSON
COUNCILMEMBER GABE ADAME
COUNCILMEMBER BRAD RICHARDS
COUNCILMEMBER ADAM ARENDELL
COUNCILMEMBER GLENN STARKEY

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

DIXIE ROBERTS
CITY CLERK



I, BEVERLY ROY, OWNER OF THE PROPERTY SUBDIVIDED AND PLATTED IN THE FOREGOING PLAT OF ROY ESTATE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, LOTS, STREETS, EASEMENTS, RESERVES, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND DESIGNATE SAID SUBDIVISION AS ROY ESTATE, BEING A SUBDIVISION OF 2 LOTS, IN THE CITY OF ALVIN, BRAZORIA COUNTY, TEXAS, AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE STREETS AND EASEMENTS, AS SHOWN HEREON, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE GRADES APPROVED FOR THE STREETS, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS TO CONFORM TO SUCH GRADES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF ALVIN, BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF _____, 2016.

BEVERLY ROY, OWNER

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BEVERLY ROY, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016.

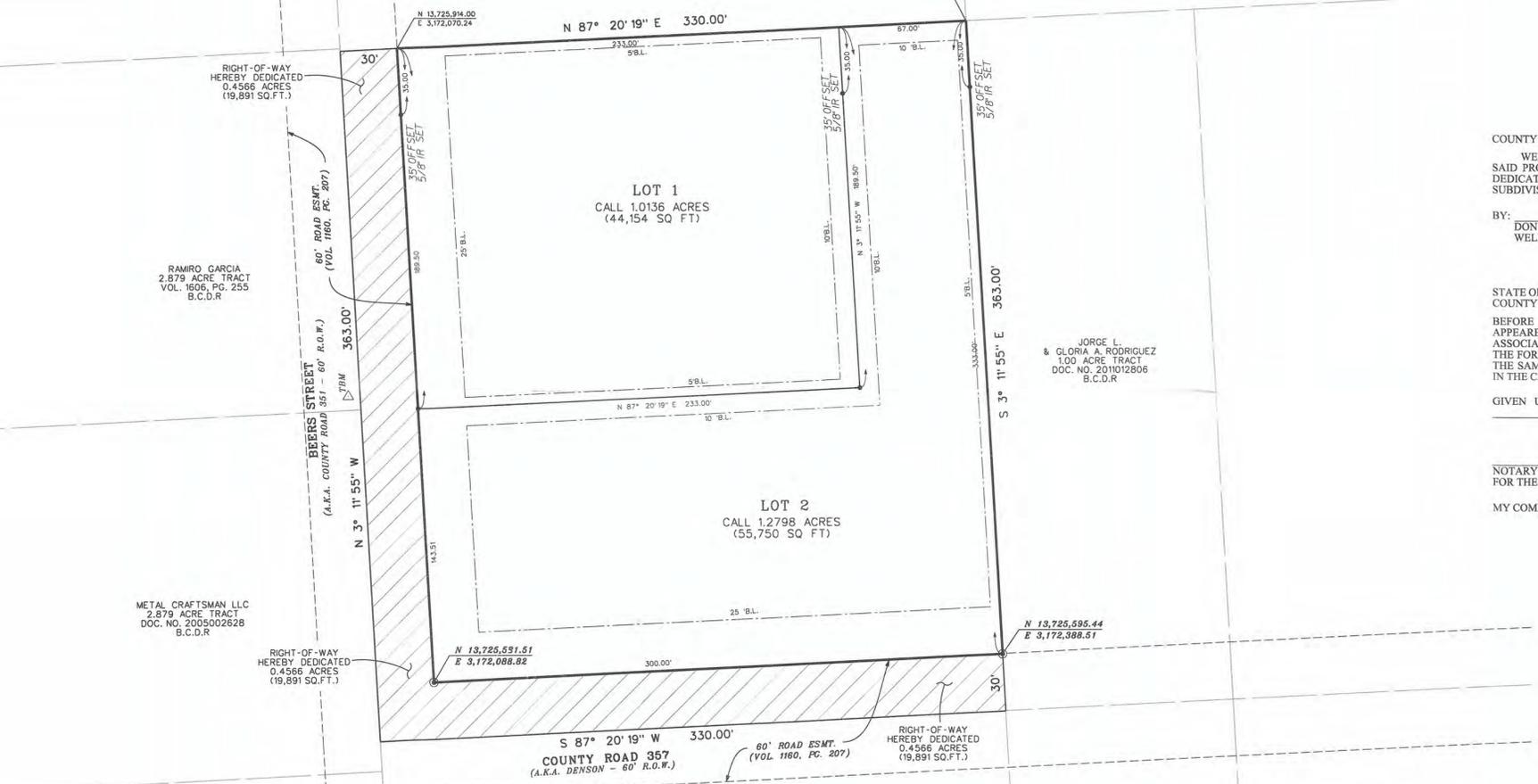
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

Being a 2.75-acre tract of land located in the I. & G. N. R. R. Company Survey, Section 25, Abstract 620 in Brazoria County, Texas; said 2.75-acre tract being all of a called 2.75-acre tract of land recorded in Clerk's File Number 2007063981 of the Official Records of Brazoria County (O.R.B.C.); said 2.75-acre tract being more particularly described by metes and bounds as follows (bearings are reference to the Texas State Plane Coordinate System (NAD 83), South Central Zone):

Beginning at a PK nail set for the southwest corner of said 2.75-acre tract, same being the center line intersection of County Road 357 and Beers Street (both 60-foot wide) as described in said 2.75 acre deed from which a 1/2-inch iron rod found for northeast intersection of said right-of-ways bears N44°44'29"E a distance of 42.11 feet;

- Thence, with the center line of said Beers Street, same being the west line of said 2.75-acre tract, North 03 degrees 11 minutes 55 seconds West, a distance of 363.00 feet to a PK nail set;
- Thence, with the north line of said 2.75-acre tract, North 87 degrees 20 minutes 19 seconds East, at a distance of 330.00 feet;
- Thence, with the east line of said 2.75-acre tract, South 03 degrees 11 minutes 55 seconds West, at 35.00 feet pass a 5/8-inch iron rod with cap set for reference, at 333.00 feet pass a 5/8-inch iron rod found on the north line of aforesaid County Road 357, continuing in all a total distance of 363.00 feet to a point in the centerline of said County Road;
- Thence, with the south line of said 2.75-acre tract, same being the centerline of said County Road 357, South 87 degrees 20 minutes 19 seconds West, a distance of 330.00 feet to the Point of Beginning and containing 2.75 acres of land



RAMIRO GARCIA
2.879 ACRE TRACT
VOL. 1606, PC. 255
B.C.D.R.

METAL CRAFTSMAN LLC
2.879 ACRE TRACT
DOC. NO. 2005002628
B.C.D.R.

JOE FRANCIS & TRICIA M. WOTPKA
2.879 ACRE TRACT
DOC. NO. 2012022940
B.C.D.R.

GEORGE E. GARNER JR. & LINDA E. GARNER
2.79 ACRE TRACT
DOC. NO. 2012022940
B.C.D.R.

JORGE L. & GLORIA A. RODRIGUEZ
1.00 ACRE TRACT
DOC. NO. 2011012806
B.C.D.R.

ARTHUR & ANA VILLANUEVA
1.00 ACRE TRACT
VOL. 1156, PC. 60
B.C.D.R.

WILLIAM P. & DEBRA A. LESLIE
3.00 ACRE TRACT
DOC. NO. 33011942
B.C.D.R.

COUNTY OF BRAZORIA

WELLS FARGO BANK, NATIONAL ASSOCIATION, HOLDER OF A LIEN UPON SAID PROPERTY, DOES HEREBY RATIFY AND CONFIRM SAID SUBDIVISION AND DEDICATION, AND DOES HEREBY IN ALL THINGS SUBORDINATE ITS LIEN TO SAID SUBDIVISION AND DEDICATION.

BY:
DON W. LEDBETTER, TRUSTEE
WELLS FARGO BANK, NATIONAL ASSOCIATION

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DON W. LEDBETTER, TRUSTEE, WELLS FARGO BANK, NATIONAL ASSOCIATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

BENCHMARK:
CITY OF ALVIN GPS 112
ELEVATION = 35.98 NAVD 1988
TBM: PK NAIL IN ASPHALT SET ON THE WEST SIDE OF BEERS STREET APPROXIMATELY 180 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1 AND 36 FEET WEST OF POWER POLE.
ELEV = 33.84, NAVD 88

I, LUTHER J. DALY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE EIGHTHS INCH (3/8") AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

LUTHER J. DALY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6150



FINAL PLAT OF
ROY ESTATES
BEING 2.75 ACRES
LOCATED IN THE
I & G.N.R.R. COMPANY SURVEY
SECTION 25, A-602
BRAZORIA COUNTY, TEXAS

2 LOTS 1 BLOCK
JULY 13, 2016

OWNER: BEVERLY ROY
2570 COUNTY ROAD 357
ALVIN, TEXAS 77511
PHONE: 832-352-1354

SURVEYOR: AL LUTHER DALY
4550 COUNTY ROAD 537
ALVIN, TEXAS 77511
PHONE: 832-876-0984



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Administration

Contact: Junru Roland, Assistant City Manager/CFO

Agenda Item: Discuss and take a record vote to propose a tax rate of \$0.7980 per \$100 of assessed valuation, which is a tax increase of 3.42% above the effective tax rate, to be adopted at a future meeting.

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

Summary: The tax rate adoption process consists of the comparison of three (3) rates: the effective tax rate, the rollback rate and the city's proposed tax rate.

The *effective tax rate* is the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2015 tax year (FY16) and the 2016 tax year (FY17).

The *rollback tax rate* is the highest tax rate that the City may adopt before voters are entitled to petition for an election to limit (or rollback) the proposed rate to the rollback rate.

The *proposed tax rate* is the rate proposed by staff to generate property tax revenues to be used for the general maintenance and operational costs of providing city services; as well as to cover the principal and interest on bonds and other debt secured by property tax revenues.

According to the Local Government Code, when a city proposes a tax rate that exceeds the lower of the rollback rate or the effective tax rate, the city council must vote to place a proposal to adopt the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule two public hearings on the city's proposed tax rate.

The Brazoria County Tax Assessor-Collector has calculated the City's effective and rollback tax rates.

Effective Tax Rate (FY17)	\$0.771576 per \$100 of assessed valuation
Rollback Tax Rate (FY17)	\$0.802706 per \$100 of assessed valuation
City's Proposed Tax Rate (FY17)	\$0.798000 per \$100 of assessed valuation
City's Current Tax Rate (FY16)	\$0.838600 per \$100 of assessed valuation

For FY17, staff is proposing to lower the city's current tax rate from \$0.8386 to \$0.7980 per \$100 of assessed valuation. Because the city's proposed tax rate exceeds the lower of the effective tax rate or the rollback tax rate, two public hearings are required to be held before adopting the proposed tax rate.

The city council will consider adopting the city's proposed tax rate at the regular meeting of the city council on September 15, 2016, at 7:00 pm. Should city council adopt the proposed tax rate of \$0.7980 per \$100 of

assessed valuation, this will be the third time the city has lowered its property tax rate in the last 4 years. The following is a history of the city's property tax rates:

FY 2013 - \$0.8438
FY 2014 - \$0.8436
FY 2015 - \$0.8386
FY 2016 - \$0.8386
FY 2017 - \$0.7980 (proposed)

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A ___
Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___
Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Effective Tax Rate Worksheet

Recommendation: Move to propose a tax rate of \$0.7980 per \$100 of assessed valuation, which is a tax increase of 3.42% above the effective tax rate, to be adopted at a future meeting.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

2016 Effective Tax Rate Worksheet CITY OF ALVIN

Date: 07/30/2016 02:38 PM

<p>1. 2015 total taxable value. Enter the amount of 2015 taxable value on the 2015 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).¹</p>	\$1,089,660,337
<p>2. 2015 tax ceilings. Counties, cities and junior college districts. Enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step.²</p>	\$0
<p>3. Preliminary 2015 adjusted taxable value. Subtract Line 2 from Line 1.</p>	\$1,089,660,337
<p>4. 2015 total adopted tax rate.</p>	\$0.838600/\$100
<p>5. 2015 taxable value lost because court appeals of ARB decisions reduced 2015 appraised value. A. Original 2015 ARB Values. B. 2015 values resulting from final court decisions. C. 2015 value loss. Subtract B from A.³</p>	<p style="margin-top: 10px;">\$0</p> <p style="margin-top: 10px;">\$0</p> <p style="margin-top: 10px;">\$0</p>
<p>6. 2015 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.</p>	\$1,089,660,337
<p>7. 2015 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2015. Enter the 2015 value of property in deannexed territory.⁴</p>	\$0
<p>8. 2015 taxable value lost because property first qualified for an exemption in 2016. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions. A. Absolute exemptions. Use 2015 market value: B. Partial exemptions. 2016 exemption amount or 2016 percentage exemption times 2015 value: C. Value loss. Add A and B.⁵</p>	<p style="margin-top: 10px;">\$467,620</p> <p style="margin-top: 10px;">\$4,177,640</p> <p style="margin-top: 10px;">\$4,645,260</p>
<p>9. 2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. Use only properties that qualified in 2016 for the first time; do not use properties that qualified in 2015. A. 2015 market value: B. 2016 productivity or special appraised value:</p>	<p style="margin-top: 10px;">\$1,206,267</p> <p style="margin-top: 10px;">\$10,880</p>

C. Value loss. Subtract B from A. ⁶	\$1,195,387
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$5,840,647
11. 2015 adjusted taxable value. Subtract Line 10 from Line 6.	\$1,083,819,690
12. Adjusted 2015 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$9,088,911
13. Taxes refunded for years preceding tax year 2015. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2015. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015. ⁷	\$7,984
14. Taxes in tax increment financing (TIF) for tax year 2015. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0. ⁸	\$197,344
15. Adjusted 2015 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$8,899,551
16. Total 2016 taxable value on the 2016 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$1,138,569,639
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property:	\$0
D. Tax increment financing: Deduct the 2016 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2016 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	\$26,230,620
E. Total 2016 value. Add A and B, then subtract C and D.	\$1,112,339,019
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2016 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$89,772,242
B. 2016 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$0

C. Total value under protest or not certified: Add A and B.	\$89,772,242
18. 2016 tax ceilings. Counties, cities and junior colleges enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$0
19. 2016 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$1,202,111,261
20. Total 2016 taxable value of properties in territory annexed after Jan. 1, 2015. Include both real and personal property. Enter the 2016 value of property in territory annexed. ¹⁶	\$0
21. Total 2016 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2015. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2015, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2016. ¹⁷	\$48,686,867
22. Total adjustments to the 2016 taxable value. Add Lines 20 and 21.	\$48,686,867
23. 2016 adjusted taxable value. Subtract Line 22 from Line 19.	\$1,153,424,394
24. 2016 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.771576/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2016 county effective tax rate. ¹⁹	

A county, city or hospital district that adopted the additional sales tax in November 2015 or in May 2016 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(15)

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c)

¹³Tex. Tax Code Section 26.04 and 26.041

¹⁴Tex. Tax Code Section 26.04 and 26.041

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

2016 Rollback Tax Rate Worksheet

CITY OF ALVIN

Date: 07/30/2016

26. 2015 maintenance and operations (M&O) tax rate.	\$0.711880/\$100
27. 2015 adjusted taxable value. Enter the amount from Line 11.	\$1,083,819,690
28. 2015 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$7,715,495
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2015. Enter amount from full year's sales tax revenue spent for M&O in 2015 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$2,131,266
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2015: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015.	\$6,534
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0.	\$167,742
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$9,685,553
29. 2016 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$1,153,424,394
30. 2016 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.839722/\$100
31. 2016 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.906899/\$100

<p>32. Total 2016 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p>	<p>\$894,292</p> <p>\$0</p> <p>\$0</p> <p>\$894,292</p>
33. Certified 2015 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2016 debt. Subtract Line 33 from Line 32D.	\$894,292
35. Certified 2016 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2016 debt adjusted for collections. Divide Line 34 by Line 35	\$894,292
37. 2016 total taxable value. Enter the amount on Line 19.	\$1,202,111,261
38. 2016 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.074393/\$100
39. 2016 rollback tax rate. Add Lines 31 and 38.	\$0.981292/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2016 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2016 Additional Sales Tax Rate Worksheet

CITY OF ALVIN

Date: 07/30/2016

41. Taxable Sales. For taxing units that adopted the sales tax in November 2015 or May 2016, enter the Comptroller's estimate of taxable sales for the previous four quarters. ¹ Taxing units that adopted the sales tax before November 2015, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ² Taxing units that adopted the sales tax in November 2015 or in May 2016. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³ - or - Taxing units that adopted the sales tax before November 2015. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$2,146,797
43. 2016 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,202,111,261
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0.178586/\$100
45. 2016 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.771576/\$100
46. 2016 effective tax rate, adjusted for sales tax. ⁴ Taxing units that adopted the sales tax in November 2015 or in May 2016. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2015.	\$0.771576/\$100
47. 2016 rollback tax rate, unadjusted for sales tax. ⁵ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.981292/\$100
48. 2016 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.802706/\$100

¹Tex. Tax Code Section 26.041(d)

²Tex. Tax Code Section 26.041(i)

³Tex. Tax Code Section 26.041(d)

⁴Tex. Tax Code Section 26.04(c)

⁵Tex. Tax Code Section 26.04(c)



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Administration

Contact: Junru Roland, Assistant City Manager/CFO

Agenda Item: Consider setting two public hearings concerning the proposed tax rate to be held Thursday, August 18, 2016 at 7:00 P.M. and Thursday, September 1, 2016 at 7:00 P.M. in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy, Alvin, Texas.

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

Summary: The City's proposed tax rate exceeds the effective tax rate. As a result, the Local Government Code requires the city council to set two public hearings on the proposed tax rate, prior to adoption. The second public hearing may not be held earlier than the third day after the date of the first public hearing.

The city council will consider adopting the proposed tax rate at the regular meeting of the City Council on September 15, 2016 at 7:00 pm.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** July 28, 2016

Supporting documents attached:

Recommendation: Move to schedule two public hearings concerning the proposed tax rate to be held Thursday, August 18, 2016 at 7:00 P.M. and Thursday, September 1, 2016 at 7:00 P.M. in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy, Alvin, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 16-P; amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limits established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this ordinance; providing for a penalty, providing for a repealer clause and severability clause, providing for publication, and effective date; and setting forth other provisions related thereto.

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

Summary: On June 9, 2016 the City received a letter from the Director of Transportation Operations for the Texas Department of Transportation (TXDOT) notifying the City of changes to the posted speed limits along Bypass 35 from Highway 6 to south of the FM 1462 intersection. TXDOT revised these speed limits based on a Speed Zone Study that they conducted. In order for these changes to be enforceable the City must approve an ordinance to amend Chapter 24 Traffic to incorporate these revised speed limits. The Legal Department has created Ord. 16-P that amends Chapter 24 therefore accomplishing this goal. The speed limit changes are as follows:

1. Along SH 35, east and west frontage roads, from the intersection of SH 6 to 660 feet south of SH 6, a distance of approximately 0.125 mile, the speed limit shall be 40 MPH (currently posted at 40 MPH on the west frontage road, the east frontage road there is no sign).
2. Along SH 35, two-way east and west frontage roads, from 390 feet north of House Street to 565 feet south of House Street, a distance of approximately 0.181 mile, the speed limit shall be 30 MPH (currently there are no signs posted).
3. Along SH 35, main lane, from the intersection of SH 6 to 1314 feet north of South Street, a distance of approximately 0.772 mile, the speed limit shall be 55 MPH (Currently posted at 55 MPH).
4. Along SH 35, main lane, from 1314 feet north of South Street to the 1980 feet south of the intersection of FM 1462, a distance of approximately 1.591 miles, the speed limit shall be 45 MPH (Currently posted 55 MPH).

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** July 28, 2016 _____

Supporting documents attached:

- Ordinance 16-P
- TXDOT letter

Recommendation: Move to approve Ordinance 16-P; amending Chapter 24, Traffic, of the Code of Ordinances, for the purpose of amending and altering the prima facie speed limits as requested by TXDOT, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-P

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the city shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; **NOW, THEREFORE**

BE IT ORDAINED 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 Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General,

of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

~~(q) — Along State Highway 35 Bypass from the north city limit at Mustang Bayou to the south city limit, a distance of approximately 1.028 miles, 55 miles per hour.~~

...

(nn) Along State Highway 35 Bypass, east and west frontage roads, from the intersection of State Highway 6 to the 660 feet south of SH 6, a distance of approximately 0.125 mile, the speed limit shall be 40 MPH.

(oo) Along State Highway 35 Bypass, two-way east and west frontage roads, from the 390 feet north of House road to the 565 feet south of House road, a distance of approximately 0.181 mile, the speed limit shall be 30 MPH.

(pp) Along State Highway 35 Bypass, main lane, from the intersection of State Highway 6 to the 1314 feet north of South Street, a distance of approximately 0.772 mile, the speed limit shall be 55 MPH.

(qq) Along State Highway 35 Bypass from the north city limit to the south city limit, 55 miles per hour, except for that portion along State Highway 35 Bypass, main lane, from the 1314 feet north of South Street to the 1980 feet south of intersection of FM 1462, a distance of approximately 1.591 miles, the speed limit shall be 45 MPH.

Section 2. That except as amended herein all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons 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 ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. **Publication.** The City Clerk of the City of Alvin is hereby directed to publish this

ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

June 9, 2016

Received 6/13/16

The Honorable Paul Horn
Mayor, City of Alvin
216 West Sealy
Alvin, Texas 77511

RE: Request City Ordinance – Speed Zone – SH 35 – Brazoria County

Dear Mayor Horn:

Our office has completed a Speed Zone Study along SH 35 within the City of Alvin.

Attached you will find Speed Zone Strip Map numbered 5795A and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 35. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio R. Rubico, at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Suzanne Reed - City of Alvin
Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Vernon's Texas Civil Statutes, provides that whenever the governing body of the city shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along SH 35, east and west frontage roads, from the intersection of SH 6 to the 660 feet south of SH 6, a distance of approximately 0.125 mile, the speed limit shall be 40 MPH.

Along SH 35, two-way east and west frontage roads, from the 390 feet north of House road to the 565 feet south of House road, a distance of approximately 0.181 mile, the speed limit shall be 30 MPH.

Along SH 35, main lane, from the intersection of SH 6 to the 1314 feet north of South Street, a distance of approximately 0.772 mile, the speed limit shall be 55 MPH.

Along SH 35, main lane, from the 1314 feet north of South Street to the 1980 feet south of intersection of FM 1462, a distance of approximately 1.591 miles, the speed limit shall be 45 MPH.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

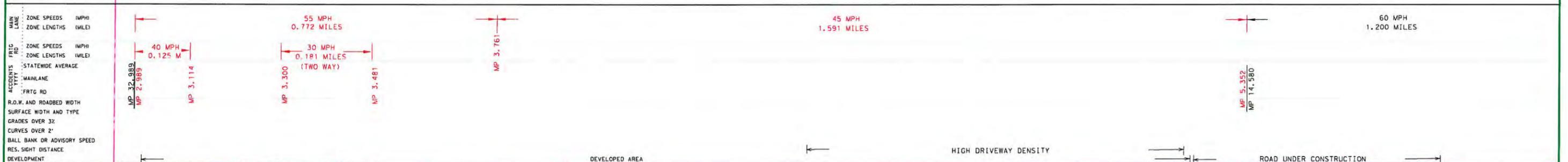
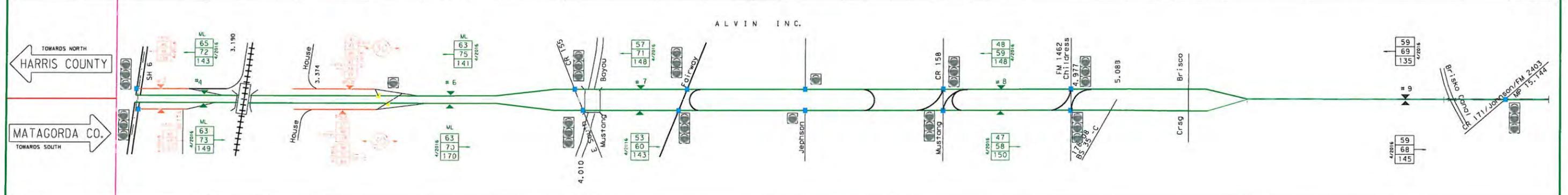
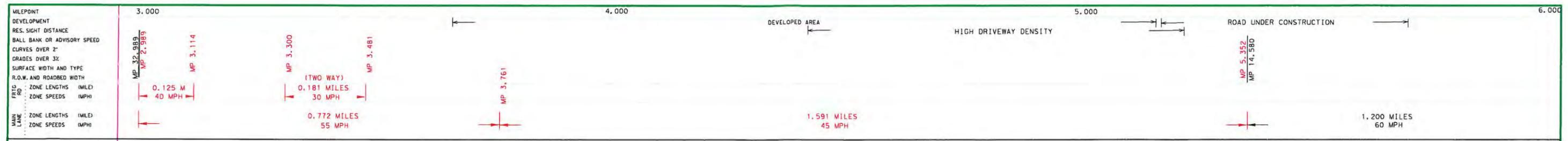
PASSED AND APPROVED THIS _____ day of _____, 2016

ATTEST:

APPROVED:

City Secretary

Mayor



DISTRICT	HOUSTON (DIST 12)	COUNTY	BRAZORIA	MINUTE NO.	DATE	/ /
HIGHWAY	SH 35	CITY	ALVIN	REPLACES	DATE	/ /
DATE OF SURVEY	4/2016	SCALE	5" = 1 MILE	REPLACED BY	DATE	/ /
				CANCELED BY	DATE	/ /

LIMITS OF ZONE					
SECTION ONE			SECTION TWO		
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.
SECTION THREE			SECTION FOUR		
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.

SPEED CHECK BLOCK: XXX - 85 PERCENTILE SPEED XXX - TOP SPEED MEASURED XXX - NUMBER OF CARS CHECKED XXX - 85 PERCENTILE SPEED XXX - TOP SPEED MEASURED XXX - NUMBER OF CARS CHECKED (XX) - TRIAL RUN	● - FATAL ACCIDENT ○ - PERSONAL INJURY ACCIDENT ○ - PROPERTY DAMAGE ACCIDENT ○ - SECTION ZONED BY COMMISSION MINUTE ORDER XX - EXISTING SPEED LIMIT SIGN - - SECTION ZONED BY CITY ORDINANCE *X - SPEED CHECK STATION
--	---

★ - EXCEEDED STATEWIDE AVERAGE ACCIDENT ○ - EXISTING SIGNAL ○ - EXISTING FLASHING BECON ○ - EXISTING POLE 4 - PROPOSED SIGN PC - POINT OF CURVE PT - POINT OF TANGENT

FOR MAINTENANCE CREW INFORMATION ONLY: R2-1 - PROPOSED SPEED LIMIT SIGN (TYP) W3-5 - PROPOSED REDUCED SPEED AHEAD SIGN (TYP) S5-1 - PROPOSED SCHOOL ZONE WHEN FLASHING WITH BEACONS (TYP)
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TEXAS DEPARTMENT OF TRANSPORTATION
SPEED ZONE
 STRIP MAP 5795 A



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Administration

Contact: Junru Roland, Asst. City Manager/CFO

Agenda Item: Discuss proposed amendments to the Alvin Code of Ordinances; Chapter 28 Comprehensive Fees; including Alvin Convention and Visitors Bureau Alvin Depot, Emergency Medical Services, Parks and Recreation Senior Center Rentals, Water & Sewer Fees, Driveway and Culvert Permit Fees.

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

Summary: On Thursday, July 21, 2016, a city council workshop was held where staff presented proposed fee changes. The main purpose of the proposed fee changes is to recover cost of providing services as well as to put the City in line with industry standards. Staff has amended the proposal slightly from the workshop based on staff feedback. Staff intends to bring back to Council an item to consider on August 18, 2016.

Depot Center

Description	Current Fee Ordinance	Proposed	Purpose
Refundable Rental Deposit	\$300	\$150	Encourage rental of facility
Rental Fee (Mon – Thursday); additional hour	\$40	\$75	Cost recovery/ Industry Standard
Rental Fee (Friday – Sunday); additional hour	\$50	\$75	Cost recovery/Industry Standard
Hourly Rental (one-hour minimum)	\$0	\$100	Recover cost incurred from renters who need the depot on an hourly basis

Emergency Medical Services

Description	Current Fee Ordinance	Proposed	Purpose
Monthly Voluntary Contribution to Residents	\$5	\$7	Recover cost of providing services, and provides benefit to customer
Annual Voluntary Contribution – Non Residents	\$120	\$168	Recover cost of providing services, and provides benefit to customer
Monthly Voluntary Contribution for Commercial Business	\$5	\$10	Recover cost of providing services, and provides benefit to customer

Utilities

Description	Current Fee Ordinance	Proposed	Purpose
Temporary Service	\$15	\$25	Cost Recovery / Industry Standard
Fire Hydrant meter refundable deposit	\$500	\$1,400	Secure resources for potential damages / Industry Standard
Monthly Fire Hydrant Rental fee	\$20	\$100	Recover cost of providing services and encourage tap placement if needed
Fire Hydrant Handling Fee	\$50	\$100	Cost Recovery / Industry Standard
Service restoration outside normal business hours.	\$40	\$75	Cost Recovery / Industry Standard
Tampering Fee	\$0	\$100	Cost Recovery / Industry Standard
Meter Removal	\$0	\$100	Cost Recovery / Industry Standard
Returned Check Fee	\$25	\$35	Discourage NSF payments /Recover cost to staff for additional work associated with the NSF.
Meter reread request (if initial read is accurate)	\$0	\$25	Cost Recovery/Industry Standard
Driveway and Culvert Permit	\$12/foot of pipe	\$75	Shift responsibility to the customer

Senior Center

Description	Current Fee Ordinance	Proposed	Purpose
Eastside Exercise Room: Business Hours, Resident Group	\$0	\$40/hour	Recover costs of utilizing facility
Eastside Exercise Room Business Hours, Non Resident Group	\$0	\$50/hour	Recover costs of utilizing facility
Eastside Exercise Room: After Business Hours, Resident Group	\$0	\$50/hour	Recover costs of utilizing facility
Eastside Exercise Room: After Business Hours, Non Resident Group	\$0	\$60/hour	Recover costs of utilizing facility after business hours
Rental of East & West Rooms Refundable Deposit, Clean-up Damage Deposit (\$100 per room)	\$150	\$200	Secure resources for potential cleanup and damage to facility.
Rental for Non-Profit Organization/501c-3	\$0	\$45/hour per room anytime	Cost Recovery / Industry Standard
Rental for recognized Senior Groups	\$0	\$15/hour per room	Recover costs of utilizing facility. (The deposit is waived, and 1 free monthly rental on Monday thru Friday from 7:30am to 4:30pm)

*If a senior group wants to rent 2 rooms for 20 hours for a weekend outside of business hours, the cost would be \$600.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

Recommendation: Provide staff direction on proposed fee changes.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 16-Q; amending Chapter 35, Corridor Land Use Regulations, of the Code of Ordinances, City of Alvin, Texas, by amending certain sections pertaining to the facades within view of the corridor and the screening of certain vehicles displayed for sale or lease adjacent to the corridor; providing for a penalty, providing for a repealer clause and severability clause, providing for publication and effective date; and setting forth other provisions related thereto.

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

Summary: On May 19, 2016 City Council directed staff to look into amending the Corridor Land Use Ordinance with regard to the façade requirements due to the recent variance request from King’s Bierhaus to be allowed to use Hardie board siding on a portion (14%) of the exterior façade of their proposed building. Council has also indicated in the past that they would consider changes to the screening section of the ordinance as it relates to outdoor storage. The proposed policy change should allow for a more “business friendly” approach and would decrease the amount of variance requests while still meeting the desire of a well maintained city.

The Ordinance 16-Q would amend Chapter 35 Corridor Land Use Regulations in the following ways:

1. It would require that 80% of the exterior facade of all building elevations visible from the corridor be constructed of brick, stone, stucco, concrete tilt wall, concrete block, glass curtain walls, or exterior insulation and finish systems (EFIS), therefore allowing 20% of the visible elevations to be constructed out of other material suitable for use as an exterior building covering as defined in the building code. Currently the ordinance requires that 100% of all building elevations visible from the corridor be constructed with facades of the materials listed above. Approval of this amendment would eliminate the need for variance requests like the one that was requested and approved for King’s Bierhaus.
2. The amendment to Section 35-34 (4) would remove the screening requirement for motorized vehicles and recreational vehicles that are being displayed for sale or lease. Under the current ordinance these vehicles would be required to be completely screened from view of the corridor. Approval of this amendment would eliminate variances similar to those that were previously approved for UV Country, the Used Car Dealership on Highway 6, Mack Trucks, and Nissan.

The City Planning Commission unanimously approved Ordinance 16-Q at their meeting on July 19, 2016.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** July 28, 2016

Supporting documents attached:

- Ordinance 16-Q

Recommendation: Move to approve Ordinance 16-Q; amending Chapter 35, Corridor Land Use Regulations by amending certain sections pertaining to the facades within view of the corridor and the screening of certain vehicles displayed for sale or lease adjacent to the corridor.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-Q

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 35, CORRIDOR LAND USE REGULATIONS; NAMING THE ENGINEERING DEPARTMENT TO ADMINISTER THE CHAPTER; REVISING CERTAIN SECTIONS PERTAINING TO FACADES WITHIN VIEW ALONG THE CORRIDOR AND THE SCREENING OF CERTAIN VEHICLES FOR SALE OR LEASE ADJACENT TO THE CORRIDOR; PROVIDING FOR A PENALTY, PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That certain sections of Chapter 35, of the Code of Ordinances, City of Alvin, Texas is hereby amended by repealing and adding the following language as follows:

Chapter 35

CORRIDOR LAND USE REGULATIONS

ARTICLE I. IN GENERAL

Sec. 35-1. Purpose and applicability.

The following regulations are created for the purpose of imposing special standards in designated areas of the city to accomplish the intentions of the comprehensive plan. The regulations are intended to protect and preserve the appearance and character of the community's primary highway corridors, including the S.H. 35 North and South, S.H. 35 Bypass, S.H. 35 Business, S.H. 6, F.M. 528, and F.M. 1462. The provisions herein shall apply to all lands, in whole or in part, within three hundred (300) feet of either side of the rights-of-way of the above described roadways, within the city limits, as may be changed from time to time. The rights-of-way shall be determined by the adopted thoroughfare plan, as amended from time to time.

Sec. 35-2. Exemptions.

The regulations contained within this chapter shall not apply to the following:

- (1) Single family residential dwellings; and
- (2) Those projects that, on the effective date of this chapter, have submitted administratively complete plans as determined by the [engineering community development](#) department.

Sec. 35-3. Compliance required.

(a) There shall be no alteration of the existing condition of the lands, buildings, or structures within the above described areas from the date of enactment of this chapter, except as provided by this or other sections of this Code. This chapter shall be applied to building additions, expansions, alterations, installation, and construction and new development under building permits issued after the effective date of this chapter, except as may otherwise be provided for under the provisions of this chapter.

(b) The regulations set forth in this chapter are in addition to any other applicable requirements set forth in this Code. In the event of a conflict between this chapter and another provision of this Code, the most restrictive shall apply.

(c) It shall be the responsibility of each applicant submitting a request for approval of a change or building permit to confirm that the proposed development complies fully with the special development requirements of these regulations. A pre-development meeting with pertinent city departments is required regarding the applicability of these standards to the proposed development.

Sec. 35-4. Variance process.

(a) Where unique natural features such as soil and geological characteristics, topography, or significant vegetation; historical features such as building design and materials and site configuration; or man-made features such as peculiarly-shaped lots, joint or split ownership patterns or location of existing structures and infrastructure on the site inhibit creative site design or pose unnecessary constraints to appropriate development as a result of strict compliance with these requirements, the building official may approve an alternative plan upon determining that such plan meets or exceeds the intent of these standards.

(b) If the building official determines alternative compliance is not applicable, an applicant may file a written request for a variance from these standards with the building official who will forward the request to the planning commission. An applicant for a variance shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28. The planning commission shall review all requests for variances to these requirements regarding appropriate measures for compliance with the intent of these standards. The city council shall take action on the recommendation of the planning commission.

Sec. 35-5. Definitions.

When used in this chapter, the following definitions shall apply unless the context clearly indicates otherwise. All definitions in chapter 21 shall apply herein for the purpose of interpreting this chapter:

Berm refers to an earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise, or fulfill other purposes.

Bufferyard refers to a strip of land on the periphery of a property created to separate one type of development or land use from another when they are incompatible or in conflict.

Building official is the officer, or a duly authorized representative, hereby authorized and directed to enforce all of the provisions of this code. The building official shall have the power to render interpretations of this Code and to enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this Code.

Caliper refers to a horticultural method of measuring the diameter of nursery stock. For trees less than four (4) inches in diameter, the measurement shall be taken at six (6) inches above ground level. For trees greater than four (4) inches in diameter up to and including twelve (12) inches, the caliper measurement must be taken at twelve (12) inches above the ground level. For trees greater than twelve (12) inches in diameter, the trunk is measured four and one-half (4.5) feet above the ground.

Chain link fence refers to an open mesh fence made entirely of wire woven in squares of approximately one and one-half (1.5) inches with vertical supports not less than one and one-half (1.5) inches in diameter spaced not less than six (6) feet, and not more than eight (8) feet, apart.

Corner clearance refers to the distance from an intersection of a public or private road to the nearest access connection, measured from the closest edge of the pavement of the intersecting road to the closest edge of the pavement of the connection along the traveled way.

Corridor means all lands, in whole or in part, within three hundred (300) feet of either side of the rights-of-way of S.H. 35 North and South, S.H. 35 Bypass, S.H. 35 Business-Gordon Street, S.H. 6, F.M. 528, and F.M. 1462.

Cross access refers to a service drive providing vehicular access between two or more contiguous sites so a driver need not enter the public street right-of-way to pass between sites.

Feeder line refers to that portion of an electrical circuit that provides power from a power substation, and which has a rated capacity of three thousand (3,000) KVA or more.

Front yard refers to open space extending across the full width of the lot between the front lot line and the nearest line of the building or any enclosed portion of the building.

Ground cover refers to any evergreen or broadleaf evergreen plant that does not attain a mature height of more than one foot. Such plants shall be characterized by a growth habitat in which the plant spreads across the ground to connect with other similar plants forming a continuous vegetative cover on the ground.

Indigenous refers to plant material that occurs or lives naturally in an area, also referred to as native plant materials.

Intensity category, use category means the classifications of land in the corridor set forth in subsection 35-44(a).

Interior side yard refers to a yard between any building and the side lot line, extending from the front yard to the rear yard.

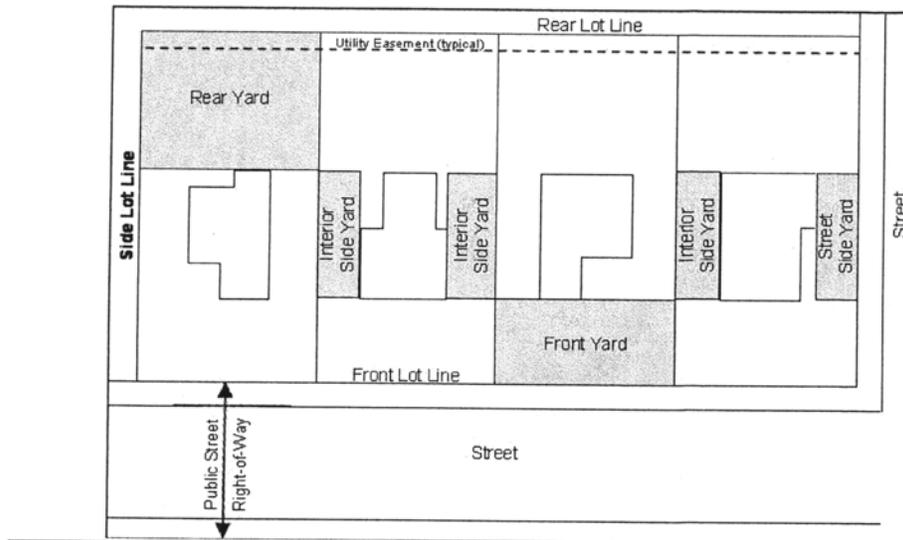


Figure 1 Definition of Yards

Irrigation system refers to a permanent, artificial watering system designed to transport and distribute water to plants.

Landscape plan refers to a plan, drawn to scale, showing locations and dimensions of existing and proposed site features and the quantity, size, and name of proposed plant material, including shade trees, evergreens, shrubs, groundcovers, and turf.

Landscape surface refers to the surface area of land not covered by any buildings, storage areas, or impervious surfaces. These areas shall be maintained as lawn, natural area, or landscaped beds and may be left undisturbed.

Loading berth refers to a space within a building or on the premises providing for the standing, loading, or unloading, and together with apron space for maneuvering of vehicles, trucks, and semi-tractor trailers.

National branding means a nationally standardized trademark, logo, service mark, symbol, sign, decor, architecture, or layout.

Nonconforming structure or building means a structure or building the size dimensions or location of which was lawful prior to the adoption, revision or amendment of this chapter, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of this chapter.

Nonconforming use means any building, structure or land lawfully occupied by a use or lawfully existing at the time of passage of this chapter or amendments thereto, which does not, by

reason of design or use, conform after the passage of this chapter or amendments with the regulations of the chapter or amendment.

Opacity refers to the relative measurement of the screening effectiveness of a bufferyard expressed as the percent of vision that the screen blocks.

Outdoor display area refers to an area of designated size used for the display of merchandise or tangible property normally vended within the contiguous business or organization.

Outdoor storage refers to the storage of any material, ~~or~~ or personal or business property, ~~or motor vehicles~~ for a period greater than twenty-four (24) consecutive hours, including items for sale, lease, processing, and repair not within an enclosed building.

Parking structure refers to a structure composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be below grade or either partially or totally above grade with those levels being either open or enclosed.

Planning Commission means the City of Alvin planning commission.

Principal building or structure refers to a structure in which is conducted the principal use of the lot on which it is located.

Principal facade refers to exterior walls of a building that are adjacent to or front on a public street, park or other special feature, which are of an architectural design and building standard that contributes to the quality appearance of the environment.

Principal use refers to the main use to which a premise is devoted and the primary purpose for which a premise exists.

Rear yard refers to open space extending across the full width of the lot between the rear lot line and the nearest line of the building or any enclosed portion of the building. See figure 1.

Retaining wall refers to any fence or wall built or designed to retain or restrain lateral forces of soil or other materials.

Sight distance triangle refers to the triangular area formed by a diagonal line connecting two points located on intersecting street right-of-way lines, or a right-of-way line and the curb or edge of a driveway. See figure in section 35-35.

Soil stabilization refers to measures that protect soil from the erosive forces of raindrop impact and flowing water and include, but are not limited to, vegetative establishment, mulching, and the early application of gravel base on areas to be paved.

Street side yard refers to that portion of a yard, which abuts the street right-of-way along the side of the lot extending from the front lot line to the rear lot line. This may also be referred to as a corner yard. See figure 1.

Surface parking lot refers to a parking area for motor vehicles where there is no gross building area below the parking area and no gross building area or roof above the parking area.

Swale refers to a linear depression in land running downhill or having a marked change in contour direction in which sheet runoff would collect and form a temporary watercourse.

Thoroughfare plan is the thoroughfare street system plan adopted by the city, as amended from time to time, and filed in the city clerk's office.

Wall refers to a constructed solid barrier of concrete, masonry, stone, brick, tile, wood, or similar type of material that closes or borders a field, yard, or lot, and limits visibility and restricts the flow of light and air.

Yard refers to an open space at grade between a building and adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise allowed in these regulations.

Secs. 35-6 - 35-11. Reserved.

ARTICLE II. LOT STANDARDS

Sec. 35-12. Lots.

(a) General yard provisions.

- (1) Yard restrictions. Except as otherwise provided in these regulations, a building must not be erected, established, altered, converted, or relocated so as to be located or extend within the required front, rear, interior side, or street side yard.
- (2) Shared yards. No part of a yard, or other open space required in connection with any building or use for the purpose of complying with these regulations, shall be used to meet the requirements of any other building or use as part of a yard or landscape surface.
- (3) Measurement of yard depth. The depth of the required front yard and rear yard is determined by measuring along the interior side lot lines, beginning at the respective front and rear lot lines and extending the required minimum distances. The depth of the required interior side and street side yards is determined by measuring along the front and rear yards, beginning at the respective interior side and street side lot lines, as applicable, and extending the required minimum distances. See figure 2.
- (4) Yard determination. The front yard of a corner lot shall be considered as parallel to the street upon which the lot has its least dimension.
- (5) Lot width. The minimum lot width shall be measured along the front setback line. See figure 2.

- (6) Double frontage. On lots abutting public streets to the front and rear, the required front yard setback shall be provided to the front and rear or, alternatively, the average setback of buildings along the same side of the block if it is greater than the required front yard setback. See figure 2.
- (7) Conflict with other codes. The yard requirements set forth in this section shall not be construed as repealing or in any manner amending applicable building or fire code requirements regarding building separation, which may be more restrictive than the requirements set forth in this section.

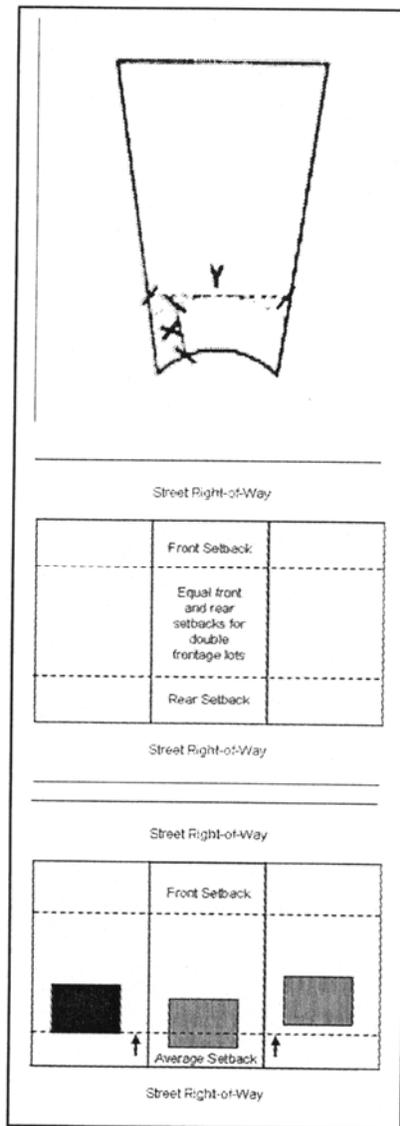


Figure 2 Measurement of Yards

(b) Yard allowances. Every part of a required yard must be open and unobstructed of structures from ground level of the graded lot to the sky, except as follows:

- (1) Landscaping, fountains, sculptures, lighting fixtures, and flagpoles, which are situated and constructed in compliance with all other provisions of these regulations, provided they do not obstruct the view of traffic.
- (2) Fences, walls, and bufferyard treatments.
- (3) Driveways, sidewalks, vehicular use areas, parking and loading areas.
- (4) Building or ground-mounted mechanical equipment.

(c) Yard requirements. The following indicates the dimensional yard requirements that apply to the corridor.

- (1) Front yard. All uses and activities shall maintain a minimum building front set back line of twenty-five (25) feet. Such front building line shall be measured from the ultimate rights-of-way of the corridor, which shall be determined by the thoroughfare plan.
- (2) Interior side yard. All uses and activities, including both principal buildings and accessory buildings or structures, shall be setback a minimum distance of ten (10) feet.
- (3) Street side yard.
 - a. All uses and activities, including both principal buildings and accessory buildings or structures, shall have a minimum street side yard setback of fifteen (15) feet. Such street side building line shall be measured from the ultimate rights-of-way of the corridor, which shall be determined by the thoroughfare plan.
 - b. The ultimate rights-of-way of all other streets shall be in accordance with the thoroughfare plan.
 - c. A street side yard that abuts the corridor shall remain open and unobstructed in accordance with this chapter.
 - d. A street side yard that abuts street rights-of-way other than the corridor may be used for the required parking and vehicular use areas, subject to sections 35-30, 35-31, and 35-44.
- (4) Rear yard.
 - a. All uses and activities, including both principal buildings and accessory buildings or structures, shall have a minimum rear yard setback of twenty (20) feet, subject to the requirements of section 35-44.
 - b. In the case of a lot that abuts the corridor to the rear, the same provisions required for front yards shall apply.

Secs. 35-13 - 35-18. Reserved.

ARTICLE III. PROPERTY AND LAND STANDARDS

Sec. 35-19. Street elevations; building facades; exterior materials.

(a) The street elevations, building facades, and exterior materials of buildings in the corridor shall abide by the following standards:

- (1) Where a building abuts the corridor, to the extent practicable, the front facade shall be oriented to the highway frontage. In the case of a side building facade oriented generally parallel to the highway frontage, the building wall elevation shall form a principal facade.
- (2) In the case of a building that abuts the frontage of more than one of the roadways of the corridor, a principal facade shall be constructed adjacent to both highway frontages.
- (3) Long-monotonous facades, including, but not limited to, those characterized by unrelieved repetition of shape or form or by an unbroken extension of planes shall be avoided.
- (4) Eighty percent (80%) of all~~all~~ building facades adjacent to and within public view of the corridor shall be constructed of clay or masonry brick; customized concrete masonry with scored or broken faced brick type units (sealed) with color consistent with the design theme; poured in place, tilt-up, or pre-cast concrete with a stone textured or coated finish; steel frame structures with glass curtain walls; natural stone; exterior insulation and finish systems (EIFS); or stucco. similar materials. Non-decorative exposed concrete block buildings are prohibited. ~~Metal buildings, including corrugated metal-sided buildings and wood-sided buildings are prohibited unless such metal buildings and wood-sided buildings are finished with an above-described material on eighty (80) percent of the facade.~~
- (5) To provide a professional appearance along the corridors, all siding and roof materials seen from ground level must be of earth tone colors as defined in this chapter. Signs and glass are not restricted to color; however, signs are limited to size as defined in chapter 17½. National branding colors are allowed for no more than twenty (20) percent of the structure's visible elevation. Approved colors in all structures built or installed along the corridors must be in one, or a combination of, shade(s) from white to dark of the following palettes:

- Grey
- Brown
- Terracotta
- Green

The building official shall maintain an approved color sample chart that the owner or builder may use to select colors. The approved color sample chart represents the intent of this chapter and may be updated from time to time by the building official, with approval of council. The building official shall have the authority to approve slight variations in color from the color sample chart so long as the colors fall within the approved color palettes.

All non-conforming structures shall be required to comply with this section regulating color:

- a. Within five (5) years of the date of final passage of this chapter; or
- b. Upon repainting of the structure's exterior.

Any request for an extension of time for compliance with this section regulating color shall be considered by council.

(b) Property maintenance. Property located in the corridor, including all principal and accessory buildings and appurtenances thereto, display and/or storage areas, parking and loading spaces, and open areas, shall be maintained in accordance with this section and all applicable ordinances. The exterior of all structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Sec. 35-20. - Nonconforming uses and structures.

(a) This section applies to buildings or land which fail to conform to the regulations set forth in this chapter on the date of enactment of this chapter. The lawful use of any building or land existing as of the date of enactment of this chapter may be continued, although such use does not conform to the provisions of this chapter, provided that:

- (1) No nonconforming use shall be extended to displace a conforming use.
- (2) A building that contains a nonconforming use may not be reconstructed or structurally altered in excess of fifty (50) percent of the assessed value of the building prior to construction, unless the building is changed to a conforming use approved by the building official.
- (3) Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.
- (4) Whenever a building used in whole or in part for a nonconforming use becomes and remains vacant for a continuous period of one-hundred and eighty (180) days, or whenever the commercial operations carried on in such a building have been discontinued for a period of more than one-hundred and eighty (180) days, the subsequent use of the property must conform to the provisions of this chapter.
- (5) An abandoned nonconforming use may be re-established within ninety (90) days after one-hundred and eighty (180) days of the abandonment, upon a showing that the continuation of a conditional nonconforming use would not adversely affect the health, safety or welfare of the public; and is in substantial compliance with existing or permitted uses of adjacent properties.
- (6) This section shall apply to any nonconforming uses which may arise whenever the boundaries of a corridor are altered.

(b) Nonconforming structures. Any structure lawfully existing on the effective date of this chapter, or any amendment hereto that is designed for a use not permitted where the structure is located shall be designated a nonconforming structure.

- (1) No such nonconforming structure may be enlarged or altered except to redesign it for a use permitted within the corridor where the structure is located or to bring the structure into compliance with the facade and exterior material standards of this chapter. Ordinary maintenance and repair are permitted; provided that when a structure is repainted, the color shall comply with the requirements of this chapter.
- (2) Should such nonconforming structure be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.
- (3) Should such nonconforming structure be moved for any reason for any distance within the corridor, it shall thereafter conform to the corridor regulations.

Sec. 35-21. Common access and internal cross access.

The use of common access and cross access between properties with compatible land uses is highly encouraged to minimize direct access off public streets, resulting in improved street capacity and reduced traffic conflicts. In cases where access control is especially critical to the safe and efficient flow of traffic, such as multi-use developments, the building official may require common or cross access as a contingency of site plan approval. A cross access requirement may include one or more of the following:

- (1) A continuous drive extending the entire length of each block it serves, or at least one thousand (1,000) feet of linear frontage along a thoroughfare, whichever is less.
- (2) Sufficient width to accommodate a two-way access between properties, designed to accommodate automobiles and service and loading vehicles.
- (3) Stub-outs and other design features to allow abutting properties to be tied in to provide future cross access.
- (4) Linkage to other cross access drives in the area.

Access that is shared by adjacent properties, whether under single or separate ownership, requires that an access easement and agreement between property owners be approved by the city attorney and recorded. The recorded book and page number shall be denoted on any subsequent subdivision plats of the property.

Secs. 35-22 - 35-27. Reserved.

ARTICLE IV. LANDSCAPING

Sec. 35-28. Landscape plan requirements.

(a) For any property to be developed or redeveloped, or for any land, building, or structural alteration within the corridor, a landscape plan must be submitted showing how the requirements of this article are to be met. The required plan must be submitted in a form and manner specified by the city.

(b) In approving a landscape plan for new development, the building official may allow or require minor deviations from the requirements of this article whenever a literal application of a requirement to a property or premise would, because of circumstances or situations not generally common to other premises, not achieve the purpose or intent of the regulation or may cause an undesirable result.

(c) Where improvements are proposed for lands, buildings, or structures that existed prior to the effective date of this chapter, the building official may approve a landscape plan with deviations from the requirements of this article or impose alternative requirements that serve the purpose and intent of this article, if the requirements cannot be reasonably complied with because of the existing developed conditions. The decision as to whether or not to allow deviations shall be at the discretion of the building official.

Sec. 35-29. Selection, installation, and maintenance.

(a) Trees, shrubs and other landscaping materials depicted on the approved landscape plan shall be considered to be characteristics of use (site improvements) in the same manner as parking, buildings, and other details. The property owner, and his/her successor and/or subsequent owner(s) and their agents shall be responsible for maintenance of landscaping on the property on a continuing basis for the life of the development. Plant materials which exhibit evidence of insect pests, disease, and/or damage shall be appropriately treated, and dead plants promptly removed and replaced. All landscaping will be subject to periodic inspection. Should landscaping not be installed, maintained, and replaced as needed to comply with the approved landscape plan, the owner shall be considered in violation of this chapter.

(b) All landscape materials shall be installed in accordance with the current planting procedures established by the most recent edition of The American Standard for Nursery Stock, as published by the American Association of Nurserymen.

Sec. 35-30. Streetscape standards.

Streetscape improvements shall be designed in accordance with the following standards:

- (1) Streetscape buffer. A minimum planting strip between the ultimate right-of-way line of the corridor and all proposed buildings/structures and parking and vehicular use areas is required, which shall be continuous along the full length of said corridor frontage and shall be no less than ten (10) feet in width.

- (2) Abutting residential use. If the premises abutting the opposite side of the Corridor are vacant or used for residential use, one canopy tree is required in the streetscape buffer for each thirty (30) feet of lot width, or portion thereof, measured along the front property line. The trees may be clustered or spaced linearly and need not be placed evenly.
- (3) Abutting nonresidential use. If the premises abutting the opposite side of the highway is used for nonresidential use, one canopy tree is required in the streetscape buffer for each fifty (50) feet of lot width, or portion thereof, measured along the front property line. The trees may be clustered or spaced linearly and need not be placed evenly.
- (4) Ground cover. All portions of the ground located in a streetscape buffer that are not covered by driveways, parking lots, sidewalks, and similar permanent improvements, must be covered with live plants, grass or ground cover.

Sec. 35-31. Parking lot landscaping standards.

This section applies to all surface parking lots with more than five (5) parking spaces on properties within the defined limits of the corridor, regardless of whether the parking is required by other applicable city ordinances. All parking lots shall be screened from adjacent properties in accordance with section 35-44.

- (1) Landscaping along corridors. Landscaping shall be provided for all parking and vehicular use areas adjacent to the corridor as well as all private street rights-of-way, street easements, or internal access aisles in multi-use or multi-tract developments within, in part or in whole, the defined limits of the Corridor, in accordance with the following standards:
 - a. Features and height. Landscaping may include features such as planter boxes, fences, walls, shrubs, or earthen berms in combination with trees and other plantings, but must be a minimum height of thirty-six (36) inches.
 - b. Shrubs and hedges. Non-deciduous or evergreen shrubs shall be planted in a double row with triangular spacing along seventy-five (75) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the corridor, as well as all private street rights-of-way, street easements, or internal access aisles in multi-use or multi-tract developments within, in whole or in part, the defined limits of the corridor. See figure 3.

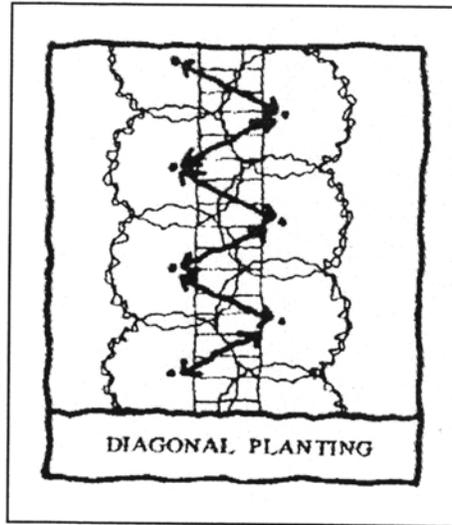


Figure 3 Diagonal Planting

- c. Fences or walls. If a fence or wall is used along seventy-five (75) percent of all parking and vehicular use areas as stated in subsection b. above, one shrub or vine shall be planted on the street side of the fence or wall for each ten (10) feet of street frontage, but the plants need not be spaced evenly. The maximum height of a fence or wall shall be no more than forty-two (42) inches.
 - d. Earthen berms. An earthen berm may be used along seventy-five (75) percent of all parking and vehicular use areas as stated in subsection b. above, provided it has a minimum height of thirty (30) inches. Deciduous or evergreen shrubs shall be planted in a single row on top of an earthen berm along twenty-five (25) percent of said parking and vehicular use areas, but the plants need not be spaced evenly.
- (2) Interior parking lot landscaping.
- a. Any premises containing a parking lot that has fewer than fifteen (15) parking spaces must provide a minimum of one island containing at least one hundred sixty-two (162) square feet, subject to the provisions of this subsection.
 - b. Any premises containing a parking lot that has fifteen (15) or more parking spaces must meet the following landscaping requirements:
 1. Islands. For each fifteen (15) parking spaces, or fraction thereof, a landscape island containing at least one hundred sixty-two (162) square feet must be provided within the parking lot. Landscaped islands must be a minimum of seven and one-half (7½) feet in width, measured from the back of the curb, and must be dispersed throughout the parking lot. Islands measuring less than one hundred sixty-two (162) square feet may be permitted provided the total required minimum square footage for the site is met. See figure 4.

2. Diamonds. Diamond-shaped islands between abutting parking rows may be used to fulfill the requirement for islands provided the total required minimum square footage for the site required in subsection 1. above is met. The minimum area of a diamond shall be thirty-six (36) square feet. See figure 4.

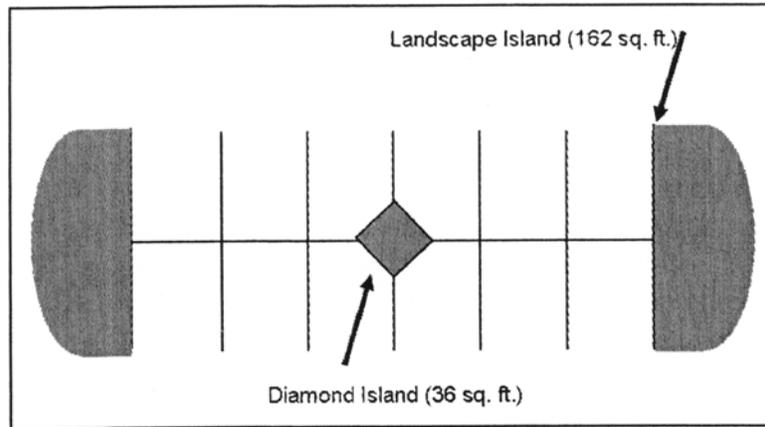


Figure 4 Islands and Diamonds

3. Trees. At least two (2) trees must be provided for each one hundred sixty-two (162) square feet of required island of which at least seventy-five (75) percent must be non-deciduous or evergreen trees. One tree is required for each diamond-shaped island.
4. Ground cover. All island areas shall be completely landscaped with ground cover or plants not exceeding two (2) feet in height.
5. Vertical protection. Landscape islands shall be protected from vehicle intrusion by vertical curbs.

This section applies to all parking structures in the corridor, including the parking requirements of other city ordinances. All parking structures shall be landscaped and screened in accordance with all applicable provisions of this section and in accordance with section 35-44.

Sec. 35-32. Minimum plant sizes and planting standards.

Any tree or shrub installed to satisfy the provisions of this section must meet the following requirements:

- (1) Size of trees. Trees must be a minimum of seven (7) feet in overall height and have a minimum of three (3) inch caliper upon planting and must have an average mature crown spread of at least fifteen (15) feet in diameter. Trees having an average mature crown spread of less than fifteen (15) feet in diameter may be grouped in sufficient number so as to create an equivalent crown spread.
- (2) Size and opacity of shrubs. Shrubs must be a minimum of twenty-four (24) inches in height upon planting. When used for screening purposes, the shrubs must be planted with

triangular centers and not be separated by more than thirty-six (36) inches. Whenever a hedge is used along streets, the plants must be planted and maintained so as to form a continuous, unbroken, solid visual screen within one year of planting.

- (3) Ground covers. When used in lieu of grass, in whole or in part, ground covers must be planted to present a finished appearance and reasonably complete coverage within one year of planting.
- (4) Grass. Grass must be of a species normally grown as permanent lawns in the Gulf Coast Region. Sod with solid coverage must be used to provide soil stabilization in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, annual rye grass seed must be sown for immediate effect and protection until coverage is achieved.
- (5) Sturdy plant materials. Indigenous and drought resistant plant material must be used, but if not used, an irrigation system shall be installed or a watering source shall be made available within one hundred fifty (150) feet.

Sec. 35-33. Fences, walls, and earthen berms.

When fences, walls, or earthen berms are used for landscaping, such as for screening under section 35-34, the following requirements apply:

- (1) All fences shall be erected so that the structural supports are not visible from highway rights-of-way or adjacent properties.
- (2) All fences shall be maintained by the owner of record in good condition so that there are no damaged or missing boards or parts, all structural supports are sound and sufficient to maintain the fence in its original upright condition, and any surface treatment, including paint or stucco, is substantially maintained in its original appearance so that there is no noticeable cracking, discoloration, or similar surface blemishes or defects.
- (3) The posts and grade beams of fences and walls used for landscaping shall be designed and constructed using materials and methods expected to last at least twenty (20) years without requiring major repair.
- (4) All wood fences and walls used to meet landscaping requirements shall have either a grade beam or rot board along the entire length of the base of the wooden section of the fence. The grade beam or rot board may be partly below grade. All fence posts shall be set in concrete
- (5) Any fence installed to meet the requirements of this section must, unless otherwise specified, be constructed of wood, stone, brick, masonry, stucco or concrete. Wire-type fencing such as a chain link fence, with or without vertical slats, shall not satisfy the requirements of this section.

- (6) Fences that exceed eight (8) feet in height shall be constructed to meet the city's wind loading design standards.
- (7) Earthen berms shall be constructed with smooth transitions, at a slope of no greater than one unit of rise to three (3) units run, unless stabilized by an anchored, durable retaining wall.
- (8) Earthen berms shall be planted with vines, grasses, or other ground cover.

Sec. 35-34. Screening requirements.

Landscape plans, as required by section 35-28, shall include a detailed drawing of screening methods for all developments adjacent to the corridor. The requirements for screening are as follows:

- (1) Trash enclosures. Areas used to hold refuse containers must be completely screened from public view with a solid masonry or wood fence at least as tall as the container and in no case less than eight (8) feet in height. This provision applies to all refuse containers, including those used for the collection and storage of recyclable materials. All applicable city ordinances shall apply to trash enclosures.
- (2) Mounted equipment. Exterior ground-mounted or building-mounted equipment to serve a building, including mechanical equipment, utility meter banks, and heating or cooling equipment, must be completely screened from public view with landscaping or with an architectural treatment compatible with the building materials and colors. Building mounted equipment may be painted to match the building color on which it is attached.
- (3) Rooftop equipment. All rooftop equipment must be completely screened from public view with a structural treatment that is compatible with the building architecture. The methods of screening rooftop equipment include the use of parapet walls and the encasement of partition screens. This subsection applies to the roofs of buildings within view of the future elevated section of the S.H. 35 Bypass.
- (4) Outdoor storage. All materials, supplies, inventory, and equipment which is stored outside of a fully-enclosed building, must be completely screened from public view.

(a) Vehicles for sale or lease

(1) The screening requirements for outdoor storage of vehicles for sale or lease are not required for the following:

(i) any motorized vehicle advertised for sale or lease; or

(ii) any vehicle without motor power which is designed primarily as temporary living quarters for recreational camping, vacation or travel use, which is mounted on or drawn by another vehicle.

(2) Any area used for the display of vehicles for sale or lease located within one-hundred (100) feet of any single-family residential property shall screen the outdoor storage from such residence with a fence type in compliance with Section 35-33;

(3) Areas used for the display of vehicles for sale or lease shall comply with the parking lot landscaping standards of Section 35-31.

Sec. 35-35. - Site distance requirements.

Within the triangular area formed by the right-of-way lines of intersecting streets with the corridor, and a line connecting points twenty-five (25) feet on either side of such intersecting rights-of-way, including triangles formed from centerlines of driveways, there shall be clear space and no obstruction to vision. No person shall place or maintain any structures, fences, landscaping, or other objects within any sight distance triangle that obstructs or obscures site distance visibility by more than twenty-five (25) percent of the total view in the vertical plane above the sight distance triangle between a height of thirty (30) inches and ninety-six (96) inches above the roadway surface, except for the following (see figure 5):

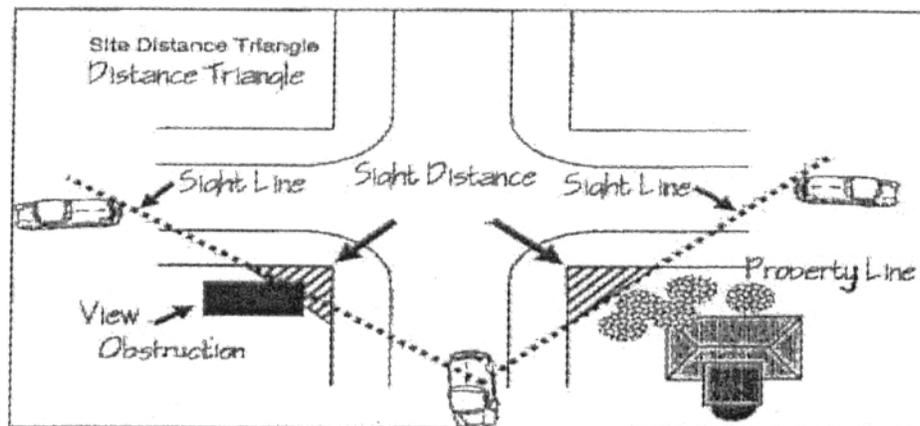


Figure 5 Site Distance Triangle

- (1) Landscaping, structures, or fences that protrude no more than thirty (30) inches above the adjacent roadway surface may be permitted within the site distance triangle.
- (2) Trees may be planted and maintained within the site distance triangle if all branches are trimmed to maintain a clear vision for a vertical height of ninety-six (96) inches above the roadway surface and the location of the trees planted, based on the tree species expected mature height and size, does not obstruct sight visibility by more than twenty-five (25) percent of the site distance triangle area.

Sec. 35-36. Timing of compliance.

(a) All landscaping requirements must be met prior to issuance of a certificate of occupancy for any premises to which these regulations apply. If weather conditions, scheduling delays, or similar conditions delay compliance, the building official may authorize a temporary certificate of occupancy, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal

to one and one-half (1.5) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscape provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials may be accepted in lieu of a cash escrow or irrevocable letter of credit as approved by the city attorney. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within thirty (30) days after the issuance of a temporary certificate of occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner or person in control of the premises of the responsibility to complete the required landscaping, as approved.

(b) Prior to final inspection, when additional parking spaces are required that are less than twenty (20) percent of the number of existing parking spaces, all standards of section 35-31, shall be met for the new portions of the parking lot. Such required landscaping may be distributed throughout the existing and new parking areas.

(c) Prior to final inspection, when additional parking spaces are required that exceed twenty (20) percent of the number of existing parking spaces, all standards of section 35-31, shall be met for the new and existing portions of the parking lot.

Secs. 35-37 - 35-42. Reserved.

ARTICLE V. BUFFERYARDS

Sec. 35-43. Bufferyards.

Bufferyards are required between properties and, in some cases, between individual developments. All bufferyard requirements are specified in terms of opacity, which is a relative term used to describe the degree to which an adjoining use is visible. For instance, an opacity of one-tenth screens ten (10) percent of an object. Where the provisions of this section and section 35-30, both apply, the most restrictive shall apply and the purpose and intent of both sections shall be met.

Sec. 35-44. Bufferyard standards.

These regulations are intended to increase the compatibility of adjacent uses, and to minimize the effects on the surrounding environment due to noise, dust, debris, artificial light intrusions, and other impacts of an adjoining or nearby use.

(1) Intensity categories. Use categories classify land uses and activities based upon common functional and physical characteristics, each of which relate to the requisite intensity of the use or activity. It is possible for there to be uses and activities within the same development that are of different intensities and, hence, categories. The intensities are denoted from least to most intensive by the following categories:

I. Undeveloped, open land.

- II. Detached single and attached single and two (2) family dwellings up to a maximum density of four (4.0) units per acre.
- III. City home, medium density multiple family development, and manufactured home parks and subdivisions up to a maximum density of eight (8.0) units per acre.
- IV. Multiple family developments up to a maximum density of fifteen (15.0) units per acre. See section 31-8.
- V. Light office and commercial retail uses within freestanding or multi-tenant buildings up to a maximum scale of six thousand (6,000) square feet.
- VI. Moderate office and commercial retail uses within freestanding or multi-tenant buildings ranging in scale from six thousand one (6,001) square feet to thirty thousand (30,000) square feet.
- VII. Large-scale office and commercial retail uses within freestanding or multi-tenant buildings ranging in scale from thirty thousand one (30,001) to one hundred thousand (100,000) square feet.
- VIII. Intensive office and commercial retail or wholesale uses within freestanding or multi-tenant buildings that are over one hundred thousand one (100,001) square feet.
- IX. Multi-story (3+ stories) single or mixed use buildings.
- X. Light industrial, non-retail assembly, warehousing, wholesaling, and office uses conducted within a fully enclosed building with outdoor storage in a confined area of less than fifteen (15) percent of the gross floor area of all principal and accessory buildings.
- XI. Heavy industrial manufacturing and processing of materials with outdoor storage and principal or ancillary industrial activity and storage in a confined or unconfined area in excess of fifteen (15) percent of the gross floor area of all principal and accessory buildings.

The building official shall make an official determination as to the appropriate use category for all uses and activities along the corridors. If there is ambiguity as to its proper classification, the building official may seek the judgment of the planning commission, whose decision shall be final.

- (2) The standards in table 1, opacity requirements, address the opacity of the bufferyard that is required between properties and, in some cases, between individual developments within the same property. The table is a matrix showing varying intensities of uses based upon quantifiable factors such as building square footage and height. Site performance characteristics such as loading berths, outdoor storage areas, outdoor use and activity areas, uses with intensive noise and/or lighting, drive-through lanes, and multi-tenant buildings are considered for their increases in intensity, which are addressed in section 35-47.

(3) The columns in table 1, opacity requirements, represent the development or use of the adjoining property or properties while the values in the rows represent the intensity category of the proposed development or use. The black cells are where both properties are similarly used. There are two (2) numbers shown within each cell whereby the first number indicates the required opacity on the property of the proposed development and the second number indicates the opacity required for the adjoining development or use. The total required bufferyard is the sum of the two (2) numbers. For instance, 0.2/0.2 means a total opacity of 0.4. Where the adjacent development or use is existing or where the bufferyards may not be developed, the proposed development or use shall provide the full bufferyard requirement—the sum of the two (2) numbers. Where a proposed development abuts undeveloped land, the first number is that required for installation by the proposed development. At the time of development of the adjoining tract, the total required opacity shall be met by the latter development.

**Table 1
Opacity Requirements**

Proposed Development	Adjoining Development or Use										
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
I	0.2/0.0	0.0/0.2	0.1/0.3	0.1/0.4	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.6	0.1/0.6	0.1/0.7	0.1/0.8
II	0.2/0.0	0.3/0.1	0.1/0.3	0.3/0.1	0.1/0.5	0.1/0.5	0.1/0.5	0.1/0.5	0.1/0.5	0.2/0.6	0.2/0.7
III	0.3/0.1	0.3/0.1	0.4/0.1	0.1/0.3	0.1/0.1	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.3	0.1/0.6	0.1/0.7
IV	0.4/0.1	0.1/0.3	0.3/0.1	0.5/0.1	0.1/0.1	0.1/0.4	0.1/0.5	0.1/0.5	0.1/0.3	0.2/0.6	0.2/0.7
V	0.4/0.1	0.5/0.1	0.1/0.1	0.1/0.1	0.2/0.1	0.1/0.1	0.1/0.2	0.1/0.2	0.1/0.1	0.0/0.3	0.0/0.4
VI	0.5/0.1	0.5/0.1	0.4/0.1	0.4/0.1	0.1/0.1	0.2/0.1	0.1/0.1	0.1/0.1	0.1/0.5	0.0/0.3	0.0/0.4
VII	0.5/0.1	0.5/0.1	0.5/0.1	0.5/0.1	0.2/0.1	0.1/0.1	0.0/0.0	0.0/0.0	0.0/0.3	0.1/0.2	0.2/0.3
VIII	0.6/0.1	0.5/0.1	0.5/0.1	0.5/0.1	0.2/0.1	0.1/0.1	0.3/0.0	0.3/0.0	0.0/0.3	0.1/0.2	0.1/0.3
IX	0.6/0.1	0.5/0.1	0.3/0.1	0.3/0.1	0.1/0.1	0.5/0.1	0.3/0.0	0.3/0.0	0.0/0.3	0.0/0.3	0.0/0.4
X	0.7/0.1	0.6/0.2	0.6/0.1	0.6/0.2	0.3/0.0	0.3/0.0	0.2/0.1	0.2/0.1	0.3/0.0	0.0/0.3	0.0/0.4
XI	0.8/0.1	0.7/0.2	0.7/0.1	0.7/0.2	0.4/0.0	0.4/0.0	0.3/0.1	0.3/0.1	0.4/0.0	0.1/0.0	0.0/0.1

(4) The corresponding standards for each of the required levels of opacity provided in table 1, opacity requirements, are shown in table 2, bufferyard standards. To use this table, refer first to the intensity category of the subject and adjoining development(s) or use(s). Once the intensity category, or categories in the case of more than one adjacent development or use, is defined, refer to table 1, opacity requirements, to identify the required opacity between the proposed development and the adjoining development or use. Then, refer to table 2, bufferyard standards, to identify the preferred bufferyard width for the proposed development or use and the corresponding plant units for each of nine (9) different widths. The minimum allowable width is eight feet. If an interim bufferyard width is preferred, such as eleven (11) feet, the required plant units must be rounded up to the next bufferyard width, in this case twelve (12) feet. All required plant units for an opacity of 0.3 and above require a six-foot fence, subject to the provisions of section 35-33.

Sec. 35-46. Constrained sites.

In the case of small sites where there is limited area for bufferyards, a petition may be made by an applicant to the building official requesting a narrower bufferyard. The building official may review the small site and may determine the site exempt from this article, except where painting is concerned. Or, the building official may grant a bufferyard as narrow as five (5) feet provided:

- (1) It can be shown that a bufferyard of the minimum required width would occupy more than ten (10) percent of the site area; and
- (2) The required plant units would remain the same; or
- (3) There are physical constraints that force an alternative site plan, in which case the planning commission shall approve an alternate bufferyard plan.

Sec. 35-47. Special provisions.

The following special provisions apply for uses that have characteristics that increase the extent of intensity and incompatibility with adjacent and nearby uses. These defined characteristics require more stringent bufferyard requirements to ensure there is a requisite compatibility between developments or uses.

- (1) Uses with one or two (2) loading berths shall increase the required plant unit on the subject tract by an opacity of 0.2. For instance, if an opacity of 0.5 is required for the subject development or use, the required opacity shall be 0.7 along the adjacent property line(s) that are within direct view of the loading berths.
- (2) Uses with two (2) or more loading berths that are within fifty (50) feet of an adjacent property line that has a lesser intensity category shall meet the bufferyard requirements and shall provide a masonry wall, with an opacity of 1.0, constructed of a material similar to and consistent with that used as the primary building material of the principal building to a minimum height of twelve (12) feet and sufficient in length to entirely screen trucks from view of the adjacent properties with a lesser intensity category. When such subject use is adjacent to a development or use or equal or higher intensity category the standard bufferyard requirements shall apply, as specified in section 35-44.
- (3) Uses with outdoor storage of materials or an outdoor display area within an enclosed, fenced area shall require an increase in the required plant unit on the subject tract by an opacity of 0.1. If materials are stacked above the enclosure or fencing, the required plant unit shall be increased by an opacity of 0.2.
- (4) Uses with outdoor storage of materials or an outdoor display area not within an enclosed, fenced area shall require an increase in the required plant units on the subject tract by an opacity of 0.2. If the intensity categories of adjacent uses are separated by two (2) or more categories, the opacity of the plant unit on the subject property shall be

increased by 0.3. The opacity shall be increased by 0.4 if the intensity categories of adjacent uses are separated by four (4) or more categories.

- (5) Drive-in or drive-through type uses shall increase the required plant units on the subject tract by an opacity of 0.1.
- (6) Developments or uses with bays for vehicle service or use shall not front an adjoining public right-of-way. Furthermore, when adjacent to an adjoining property line of a development or use of equal or lesser intensity category, the required plant unit on the subject tract shall be increased by an opacity of 0.2.
- (7) Developments or uses with a canopy, such as gasoline stations and the drop-off areas of hotels/motels may extend to within twenty-five (25) feet of the property line provided there is one canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum height of forty-two (42) inches (within two (2) years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.
- (8) Development or uses that propose a one-way drive aisle within the required setback may be allowed provided there is one canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum height of forty-two (42) inches (within two (2) years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.
- (9) Development or uses that have operable automobiles of any type, whether for sale, lease, or service, shall require an increase in the required plant units on the subject tract by an opacity of 0.2. If such development or use abuts or is within direct view of a development or use of lesser intensity category, the required opacity shall be increased by 0.3.
- (10) Development or uses that have inoperable vehicles, as determined by the building official shall be within a fully enclosed area and have an opacity of 1.0 (screened one hundred (100) percent from public view), subject to the provisions of section 35-33.
- (11) Development or uses within intensity categories III or IV may locate parking along up to fifty (50) percent of the right-of-way line provided there is one canopy tree in the streetscape buffer for each twenty (20) feet of lot width, or portion thereof, measured along the front property line, and non-deciduous or evergreen shrubs to a minimum height of forty-two (42) inches (within two (2) years of planting) planted in a double row with triangular spacing along one hundred (100) percent of all parking and vehicular use areas that are parallel or roughly adjacent to the right-of-way.

ARTICLE VI. UNDERGROUND UTILITIES

Sec. 35-54. Underground utilities.

From and after the effective date of this chapter, it shall be unlawful, except as specifically provided in this article, for any person or utility to erect or construct poles, overhead wires, and associated overhead structures to supply electric, communication, or other similar or associated services to any area, platted or unplatted, within the corridor.

The subdivider, developer, or owner of any area shall make the necessary arrangements for the installation of underground facilities, including circuits for street lights and traffic signals that may be required by the city. Such arrangements shall be made with each of the companies or persons supplying the electrical and/or communication services. Letters from each of the companies or persons, indicating that arrangements have been made, shall be submitted to the city at the time a construction plan or site plan is submitted.

The provisions of this subsection shall not apply to any of the following uses:

- (1) All electric power lines rated at or above feeder line class.
- (2) Radio and television antennas.
- (3) Structures on corner lots, in streets and alleys, and on easements, in cases where electrical and communication wires cross a street or other district boundary from an area where overhead wires are not prohibited, may be connected to the overhead wires.
- (4) Existing overhead lines attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building.
- (5) Poles used exclusively for street or area lighting or for traffic control facilities.
- (6) Service terminals, transformers, regulators, meters, or other on-ground and above-ground facilities normally used with and as part of an underground distribution system.
- (7) Electric substations and the accompanying equipment and apparatus necessary to provide adequate electric service.

Sec. 35-55 - 35-60. Reserved.

ARTICLE VII. ENFORCEMENT

Sec. 35-61. Enforcement.

(a) Penalty. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by section 1-5.

(b) Administrative action. The building official shall enforce this chapter by appropriate administrative action and the issuance of stop work orders, including, but not limited to, rejection of plans, plats and specifications not found to be in compliance with this chapter and good engineering practices.

(c) Court proceedings. Upon the request of the city council, the city attorney or other authorized attorney shall file an action to enjoin the violation or threatened violation of this chapter, or to obtain declaratory judgment, and to seek and recover court costs and attorney fees, and/or to recover damages in an amount sufficient for the city to undertake any construction or other activity necessary to bring about compliance with a requirement regarding the property and established pursuant to this chapter.

Secs. 35-62 - 35-67. Reserved.

Section 2. That except as amended herein all other provisions of Chapter 35 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons 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 ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. **Publication.** The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 16-S; amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, by adding a new section 21-42.1; allowing for a fee in lieu of sidewalk installation and setting forth other provisions related thereto.

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

Summary: On July 21, 2016 City Council requested Staff to bring back the amendment to Chapter 21 that was previously proposed (Ord. 15-BB) and denied at the City Council meeting on December 3, 2015.

Ordinance 16-S (formally Ord. 15-BB) amends Chapter 21 Subdivisions and Property Development of the City Code by adding Section 21-42.1; allowing for a fee in lieu of sidewalk installation for new infill development with unique construction or site constraints. The addition of this section would give the City Engineer the operational decision making to allow a property owner to pay a fee equivalent to the cost of building the required sidewalk for developments where construction of a sidewalk is not feasible or practical due to site constraints such as open ditch drainage systems, and large mature trees in the right-of-way in the locations where the sidewalk would be the most beneficial (the absence of sidewalks in the area alone would have no bearing on the decision). The fee would be based on the City's most recent annual concrete maintenance contract bid pricing. The fees collected would be deposited in the Sidewalk Fund, as established by this ordinance, and could only be used to build, maintain, or replace sidewalks within the City.

In instances where the City Engineer determines that a sidewalk must be constructed versus paying the fee and a Developer disagrees with the decision then the Developer still has the ability to request a variance in accordance with the variance process as outlined in Section 21-4.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required X **Date Completed:** July 28, 2016

Supporting documents attached:

- Ordinance 16-S

Recommendation: Move to approve Ordinance 16-S; amending Chapter 21, Subdivisions and Property Development, adding a new section 21-42.1 allowing for a fee in lieu of sidewalk installation.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-S

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT, BY ADDING A NEW SECTION 21-42.1 - ALLOWING FOR A FEE IN LIEU OF SIDEWALK INSTALLATION; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Article III, Section 21 - 42 of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

ARTICLE III.

MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION

...

“Sec. 21-42. Sidewalks, ADA ramps, driveways and driveway approaches.

Sidewalks, Americans with Disabilities Act (ADA) ramps, driveways and driveway approaches shall be required and shall be constructed in accordance with the City’s design criteria. ADA ramps shall be constructed at all street intersections and other locations deemed necessary for adequate accessibility. The construction of ADA ramps shall be included in the paving contract and are therefore the responsibility of the developer. If not constructed prior to issuance of a building permit, sidewalks, driveways, and driveway approaches must be constructed as part of the issuance of the building permit for each tract.”

Sec. 21-42.1.

(1) Fee payment in lieu of sidewalk installation. Where a sidewalk is required by the City of Alvin Subdivision Ordinance and the installation is not feasible due to construction or site constraints, the City Engineer may require the Developer/Property Owner to satisfy the sidewalk requirement by payment of a fee to the City’s Sidewalk Fund in lieu of installing the sidewalk. Said payment shall be at the current rate of construction per square foot or square yard of sidewalk, and such rate shall be based on the City’s most recent annual Concrete Maintenance Contract bid pricing. Once approved by the City Engineer payment of the fee shall be rendered at the time of building permit issuance.

(2) Sidewalk Fund. There is hereby established a special fund for the deposit of all sums paid in lieu of sidewalk installation under this section or any preceding ordinance, this

fund shall be known as the "Sidewalk Fund". Funds shall only be utilized to build, maintain, or replace sidewalks within the City.

Section 3. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons 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 ordinance are declared to be severable.

Section 4. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

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

PASSED AND APPROVED on first and final reading on the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 8/4/2016

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider the cancellation of the October 6, 2016 City Council meeting for members of staff and City Council to attend the Texas Municipal League Conference in Austin, Texas.

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

Summary: The Texas Municipal League Conference will be held October 4-7, 2016 in Austin. Members of staff and City Council may be attending the conference; therefore, a quorum of the Council may not be present at the October 6th meeting.

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

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A ___ Required ___ **Date Completed:** _____

Supporting documents attached:

Recommendation: Move to cancel the October 6, 2016 regular City Council meeting.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager