

City of Alvin, Texas

Paul Horn, Mayor

Adam Arendell, Mayor Pro-tem, District B
Brad Richards, At Large Position 1
Terry Droege, At Large Position 2
Scott Reed, District A



Keith Thompson, District C
Roger E. Stuksa, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, MARCH 3, 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 droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, March 3, 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. Presentation of the "Recognized Law Enforcement Agency" award from the Texas Police Chief's Association.
 - B. Presentation regarding Alvin Independent School District Bond Package.
 - C. ~~Presentation regarding Alvin Community College Bond Proposition~~ (Amended 2/29/16 @ 12:03 p.m.).
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 February 18, 2016 City Council regular meeting.
 - B. Consider letter of support to the Texas General Land Office; Veterans Land Board; supporting the City of Brazoria's application for the possible construction of a Veterans Home in the City of Brazoria.
6. **OTHER BUSINESS:**

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

- A. Consider final plat for Forest Heights Section 6, being a subdivision of 19.173 acres (located northwest of the Heights Road and Brazos Street intersection) of land out of lots 51, 52, 63 and 64 of the Hooper and Wade Survey, Section 23, A-420 and tract 3, Lepper Family Partnership, LTD. CF 97-024069 Deed Records of Brazoria County, Texas.
- B. Receive and acknowledge receipt of the Alvin Utility Master Plan prepared by Freese and Nichols, Inc.
- C. Consider amendment to the Public Facilities Agreement (PFA) with Brazoria County for Community Development Block Grant (CDBG) project funding to extend the deadline for CDBG funded park improvement projects to the 31st day of March 2016; and authorize the Mayor to sign.

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. 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, FEBRUARY 29, 2016 at 12:00 P.M.



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).**



AGENDA COMMENTARY

Meeting Date: 3/3/2016

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Presentation of the “Recognized Law Enforcement Agency” award from the Texas Police Chief’s Association.

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

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

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

Account Number: _____ **Amount:** _____

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

Recommendation: Presentation

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

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

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
January 19, 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, Charles Buckelew, Chair; Missy Jordan, Vice Chair; Darrell Dailey, Secretary; Santos Garza; Randy Reed; Chris Hartman; and Martin Vela. Also present were staff members Sereniah Breland, City Manager; Dixie Roberts, City Clerk; Shana Church, Administrative Assistant and Michelle Segovia, City Engineer. Absent were Robin Revak-Golden and Sussie Sutton.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Oath of Office to be administered by the City Clerk to reappointed commission members. City Clerk administered the oath of office to reappointed commission Members Missy Jordan and Chris Hartman prior to the meeting.

4. Approve the Minutes of the Planning Commission meeting of December 15, 2015. Commission Member Martin Vela motioned to approve the minutes of the regular Planning Commission meeting of December 15, 2015. Seconded by Chris Hartman, the motion carried on a vote of 6 ayes and 0 nays.

5. Presentation by the City Manager regarding the Comprehensive Plan Update. Charles Buckelew, Chair moved the item up on the Agenda (which was originally Item #8). City Manager Breland presented an update of the implementation portion of the City of Alvin Comprehensive Plan.

6. Consider a final plat of Meza Manor, being a subdivision of 2.4897 acres (south of the CR 160 and CR 266 intersection) located in the L. C. Dunbaugh Survey, abstract 585, in 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 Garza, the motion carried on a vote of 6 ayes, 0 nays.

7. Consider a final plat of Airgas USA, being a 1.11 acre (710 E. Highway 6) replat of lots 6, 7, 8, 9, 10, and 11, Block 2 of A. E. Bates Live Oak Addition, volume 4, page 181, Brazoria County Map Records, City of Alvin, 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 Reed, the motion carried on a vote of 6 ayes, 0 nays.

8. City Clerk to discuss Open Meetings Act.

City Clerk, Dixie Roberts discussed the Open Meetings Act.

9. Reorganize Commission; appointment of Chair, Vice Chair and Secretary.

Commission Member Darrell Dailey was nominated by Randy Reed for position of Chair. Commission Member Chris Hartman was nominated by Santos Garza for position of Chair. Darrell Dailey was elected by a 4 to 2 vote.

Commission Member Chris Hartman was nominated by Santos Garza for position of Vice-Chair. Chris Hartman was elected unanimously.

Commission Member Santos Garza was nominated by Darrell Dailey for position of Secretary. Santos Garza respectfully declined the nomination. Commission Member Missy Jordan was nominated by Martin Vela for position of Secretary. Missy Jordan was elected unanimously.

10. Reports or requests from Commission Members.

Darrell Dailey mentioned there is a stretch on Highway 6 on the southbound lanes that are very rough. Chris Hartman mentioned he contacted Representative Thompson's office regarding Highway 6 and his office said they are aware of it and informed him that TXDOT is acquiring bids for the work. Charles Buckelew mentioned the streets have not been swept in a while. Shana Church will send an email to Brian Smith, Public Works Director regarding this issue.

11. Staff report and update.

Michelle Segovia, City Engineer stated the Commission may see the Tree Ordinance at the meeting next month. Michelle Segovia also stated all the comments were received for the Thoroughfare Plan and the draft will be posted to the website.

12. Items for the next meeting.

Michelle Segovia, City Engineer stated the Commission may see a final plat for Forest Heights, Section 6 and Kendall Lakes, Section 7. Michelle Segovia reminded the members there is a City Council and Planning Commission Joint Workshop on January 21st.

13. Adjournment.

Commission Member Randy Reed motioned to adjourn the meeting, seconded by Member Santos Garza. The motion carried on a vote of 6 ayes. The meeting ended at 6:42 p.m.

Passed and Approved the 16th day of February, 2016.

/s/ Charles Buckelew, Chair

Attest: /s/ Darrell Dailey, Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 18, 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, Councilmembers: Gabe Adame, Terry Droege, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Chief Financial Officer/Assistant City Manager; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Rex Klesel, Fire Chief;

INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Vangie Gonzales gave the invocation.

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

Council member Reed led the Pledge to the Texas Flag.

PUBLIC COMMENT

There were no public comments.

PRESENTATIONS

Fire Department Update

Chief Klesel gave an update on the Fire Department.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Approve minutes of the February 4, 2016 City Council workshop.

Approve minutes of the February 4, 2016 City Council regular meeting.

Consider Joint Election Agreement And Contract For Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 7, 2016 Election; and authorize the City Manager to sign.

Acknowledge receipt of the 2015 Racial Profiling Report.

Council member Droege moved to approve the consent agenda as presented. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

OTHER BUSINESS:

Presentation by Belt Harris Pechacek, LLP of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2015; and Council's acknowledgment of receipt of the CAFR.

As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLP, for the fiscal year ended September 30, 2015. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY15, the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City’s financial position.

Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor’s opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2015). The CAFR, which includes the auditor’s opinion, will be presented to the Mayor and City Council; and to the City Clerk for filing.

Ms. Stephanie Harris, partner with Belt Harris Pechacek, LLP presented the CAFR report.

Council member Thompson moved to acknowledgment receipt of the Comprehensive Annual Financial Report as of September 30, 2015. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Consider appointment of Belt Harris Pechacek, LLP as the City’s auditors for the fiscal year ending September 30, 2016; and authorize the Mayor to sign the Auditor’s Engagement Letter.

Chapter 103 of the Local Government Code requires cities to have its records and accounts audited; and a financial statement prepared based on the audit, annually. Belt Harris Pechacek, LLP has served as the City’s independent auditors for seven years, and has an excellent professional/working relationship with management and staff. Belt Harris Pechacek, LLP is proposing a base estimated fee of \$36,416 for the City’s FY16 financial statement audit; with an additional estimated fee of \$7,000, if the City requires a single audit. Staff is requesting that City Council approve the engagement of Belt Harris Pechacek, LLP to provide auditing services for FY16.*

Prior Fiscal Year Engagement

FY15 Base estimated audit fees: \$35,355 (\$7,000 for single audit).

FY15 Actual audit fees: \$42,355.

FY16 Audit Budgets for Comparative Cities:

Lake Jackson: \$42,000

Friendswood: \$45,000

Webster: \$49,500

Deer Park: \$63,600

La Porte: \$66,900

** A single audit is additional auditing procedures that are required if the City receives and expends over \$750,000 of federal funds in a fiscal year.*

Council member Reed moved to approve appointment of Belt Harris Pechacek, LLP as the City’s auditors for the fiscal year ending September 30, 2016; and authorize the Mayor to sign the Auditor’s Engagement Letter. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider Resolution 16-R-06; accepting a \$10,000 donation from the estate of Diane Collins directed to the Alvin Animal Adoption Center (AAAC) to assist in the adoption of animals at the shelter.

The estate of Alvin resident Diane Collins wishes to donate \$10,000 to the Alvin Animal Adoption Center (AAAC). Ms. Diane Collins was a local resident who passed away in 2015. Ms. Collins made it known to family that she wanted a portion of her estate go to helping animals at the AAAC. Ms. Collin’s executor has advised that the estate wishes to donate \$10,000 to the City of Alvin. Ms. Collin’s asked that this donation be used to sponsor costs associated with animal adoptions (spay/neuter, tags/microchipping and fees) in order to lower the cost of animal adoptions at the AAAC; increasing animal adoptions. City of Alvin Code of Ordinances, Sec. 2-16. - Acceptance of gifts, reads: A gift or donation of property or money with value of five thousand dollars (\$5,000.00) or greater which is given to the city shall be accepted by resolution.

Council member Droege moved to approve Resolution 16-R-06; accepting a \$10,000 donation from the estate of Diane Collins directed to the Alvin Animal Adoption Center (AAAC) to assist in the adoption of animals at the shelter. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Ordinance 16-B; amending Chapter 15, Miscellaneous Offenses, Section 9.1 – Noise; by revising the list of sound nuisances, establishing maximum permissible sound levels defined by decibel, establishing exemptions, and providing regulations for business sound permits, and setting forth other related provisions thereto.

The existing ordinance regulating sound nuisances does not establish a decibel level and current enforcement is forced to rely on the 85 decibel level established by state law. The proposed Ordinance 16-B establishes a maximum permissible sound level of 65 decibels during daytime and 60 decibels during nighttime in residential areas and 70 decibels both day and night for nonresidential properties. The proposed ordinance also sets forth the method and manner of measuring noise levels. The existing ordinance does not address vibrational nuisances but this will be prohibited in the proposed ordinance.

The existing ordinance requires that a private individual or business obtain a one-time use noise permit for every individual event held. Ordinance 16-B allows for the issuance of a yearly sound/noise permit for businesses which in the normal course of their business provide an area for outside live or recorded music. Private individuals will still be required to obtain a single use permit for each event.

Ordinance 16-B also better defines what constitutes noise violations by animals including creating a rebuttable presumption when 3 or more citations or 3 or more complaints from more than one household occur within 60 days. Lastly, Ordinance 16-B removes language referencing outdated technology such as steam engines and cassettes.

Council member Stuksa moved to adopt Ordinance 16-B; amending Chapter 15, Miscellaneous Offenses, Section 9.1 – Noise; by revising the list of sound nuisances, establishing maximum permissible sound levels defined by decibel, establishing exemptions, and providing regulations for business sound permits, and setting forth other related provisions thereto. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Resolution 16-R-05; supporting the Brazoria County Commissioners' Court action to pursue State of Texas and Federal Restore Act grants for the restoration and modernization of the Quintana Beach public fishing pier and for the ecosystems restoration of the lower San Bernard River by dredging open the silted mouth of the San Bernard River; and setting forth other provisions related thereto.

Reopening the mouth of the San Bernard River is critical to maintaining this balance along the Texas coast. Our wetland areas and beaches are at risk and this project will help restore the natural river flow and the water quality needed to sustain these treasures. The beneficial use of the dredge material from the river dredging project will be used to help sustain our beaches and revitalize wetlands areas. The opening of the river also provides numerous second and third order economic benefits to industry, the state and the nation. During high water events, with the river mouth closed, the water backs up the river which creates a flood hazard for the industry and local citizens along the river. Additionally, this backwash also creates an unnatural current along the Gulf Intracoastal Waterway (GIWW) which impedes the ability of barges to safely navigate this portion of the GIWW. This unnatural current increases sediment flow causing increased siltation and draft restrictions which requires more dredging along the waterway to correct the problem. Our industry is highly dependent upon a fully capable GIWW.

Council member Thompson moved to adopt Resolution 16-R-05; supporting the Brazoria County Commissioners' Court action to pursue State of Texas and Federal Restore Act grants for the restoration and modernization of the Quintana Beach public fishing pier and for the ecosystems restoration of the lower San Bernard River by dredging open the silted mouth of the San Bernard River; and setting forth other provisions related thereto. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the March 3, 2015 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

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.

Announcements and requests from Council members.

Council member Thompson thanked Mr. Roland and staff for their hard work. He also thanked Chief Klesel and the Fire Department for their dedicated service.

Council member Reed thanked Mr. Roland and staff for their hard work. He also thanked the Diane Collins family for their donation to the Animal Shelter and Ms. Vangie Gonzales for giving the invocation.

Council member Richards thanked the Finance Department for their hard work.

Council member Droege thanked Mr. Roland and staff for their hard work. He also mentioned that Alvin Independent School District will host the Turtle Race fundraiser this coming Saturday.

Council member Adame thanked Mr. Roland for his financial leadership.

Council member Stuksa stated that the Nolan Ryan exhibit would be moving to Waco. He encouraged all those who may not yet have had the opportunity to visit the exhibit to do so before it is moved.

Mayor Horn thanked the Fire Department and their families for their dedicated service to the City.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 7:40 p.m. Seconded by Council member Thompson; with all members present voting "Aye" and Council member Adame voting "No"; motion carried on a vote of 5 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 3/3/2016

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider letter of support to the Texas General Land Office; Veterans Land Board; supporting the City of Brazoria's application for the possible construction of a Veterans Home in the City of Brazoria.

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

Summary: Mayor of Brazoria, Ken Corley, asked cities within Brazoria County to send a letter to the Texas General Land Office (GLO) in support of the site application submitted for the possible construction of a Veterans Home in the City of Brazoria. There are more than 26,000 veterans living in Brazoria County. Local veterans hospitals and clinics are overwhelmed. Additional resources are desperately needed within the South East Texas area. The Veterans Land Board (VLB) is also looking at sites within Fort Bend and Harris County. The City of Brazoria is generously offering to donate the land needed for this facility. Veteran residents of Brazoria County may benefit greatly if this site is chosen by the GLO for this project.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A x Required ___ **Date Completed:** February 24, 2016

Supporting documents attached:

- Site Criteria
 - Letter of Support
-

Recommendation: Move to authorize a letter of support to the Texas General Land Office; Veterans Land Board; supporting the City of Brazoria's application for the possible construction of a Veterans Home in the City of Brazoria.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4278

Office of the Mayor

March 3, 2016

Mr. John J. Berkely, LNFA
Deputy Director
Texas State Veterans Homes
Veterans Land Board
General Land Office

Mr. Berkely,

I am aware that the Veterans Land Board (VLB) of the Texas General Land Office (GLO) is planning to build a new Texas Veterans home in the South East Texas Region. One of the areas under consideration is in the City of Brazoria. The City of Alvin is in support of Brazoria's site application, and would like to encourage the VLB to give full consideration to this location.

Brazoria County has a long history of supporting our veterans, with more 26,000 veterans living within our County. The sheer numbers of veterans are overwhelming local VA hospitals and clinics; additional resources are desperately needed.

The Brazoria site is an ideal selection for many reasons. Furthermore, the location is close to three private hospitals, which stand ready to lend assistance, as well as a large population of the veteran community. The City of Brazoria is offering the land free of charge. This project would also bring a number of well-paying jobs into the area. Finally, the site is located in a beautifully peaceful rural setting, providing additional mental health benefits to those in need.

The City of Alvin would like to see an additional care option added for local heroes. Thank you for your consideration of the site application submitted by the City of Brazoria. Thank you for what you do for our veterans and for the State of Texas. Please feel free to contact me or my office should you have any questions regarding this matter.

Regards,

Paul Horn,
Mayor

Site Criteria:

Minimum of 20 acres (preferably square shaped) of land in Brazoria, Fort Bend or Harris counties suitable for standard construction with all utilities (listed below) provided to the property line at no expense to the VLB (including waiver of all connection, development and impact fees). Site to have at least two paved roadway access points (main and staff/service). Ease of access for emergency response/vehicles, patient evacuations and family/public. Minimum site slope/topography, flood plains, existing underground utilities / easements and site clearing needed with acceptable soils for construction. If on site detention is required that area (approximately two to five acres) should be in addition to the 20 acre minimum. Proximity to hospital and health care facilities and other related activities. It is anticipated that the facility will be one story of 136,000 SF made up of five connected buildings with 120+ parking spaces. Property selection is anticipated by June 15, 2016.

Domestic Water Needs (excludes landscape irrigation): The project total domestic water needs have been calculated at 360 GPM requiring an available static water pressure of 70 PSI.

Fire Sprinkler Flow: Fire Flow requirement: 1,950 gallons per minute flow, 4 hour minimum duration of fire flow, with 468,000 gallon volume
Water desired tap supply line of 8" to 12"

Sanitary Sewer:

Neighborhood A: 350 DFU = 6" Sanitary Waste
Neighborhood B: 350 DFU = 6" Sanitary Waste
Neighborhood C: 350 DFU = 6" Sanitary Waste
Neighborhood D and E: 420 DFU = 6" Sanitary Waste
Sanitary desired tap to minimum 8" sanitary collection line.

Power Distribution:

This project will have a 3000 amp, 480/277 volt power service. Preliminary calculated load is 1900 KW; anticipated demand load is 1200 KW.

Telecommunications:

This project will require both fiber and copper (POTS) voice/data service for voice, high-speed internet, and alarm monitoring. Number of lines, data speed and bandwidth will be determined by Owner. This project will require multi-channel CATV television service.

Additional information is helpful, but not required:

- Phase I Environmental Assessment
- Geotechnical Study
- Additional Environmental, Habitat and Cultural Resource studies
- Land Title Survey
- Local Traffic studies



AGENDA COMMENTARY

Meeting Date: 3/3/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider final plat for Forest Heights Section 6, being a subdivision of 19.173 acres (located northwest of the Heights Road and Brazos Street intersection) of land out of lots 51, 52, 63 and 64 of the Hooper and Wade Survey, Section 23, A-420 and tract 3, Lepper Family Partnership, LTD. CF 97-024069 Deed Records of Brazoria County, Texas.

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

Summary: On January 26, 2016 the Engineering Department received the Final Plat of Forest Heights Section 6 for review. This section consists of 63 single-family residential lots, 3 blocks, and 3 reserves and is located northwest of the Heights Road and Brazos Street intersection. The Forest Heights Subdivision currently consists of four previously platted sections totaling 212 residential lots of which 196 have homes on them.

The City Planning Commission unanimously approved the plat at their meeting on February 16, 2016.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required Date Completed: February 24, 2016

Supporting documents attached:

- Final Plat Forest Heights Section 6.

Recommendation: Move to approve the final plat of Forest Heights - Section 6, a subdivision of approximately 19 acres.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

WE, Heritage Erectors Development, Inc., a Texas Corporation Developer, and Peggy Scaboda Jacobs and Lepper Family Partnerships, Ltd., owners of the property subdivided in the above and foregoing map of FOREST HEIGHTS SECTION 6, do hereby make subdivision of said property according to the lines, streets, alleys, parks and easements herein shown, and designate said subdivision as FOREST HEIGHTS SECTION 6 in the Hooper and Wade Survey, Abstract No. 420, Brazoria County, Texas, and dedicate to public use as such, the streets, alleys, parks and easements shown herein forever; and do hereby waive any claims for damages occasioned by the establishment of grades as approved for the streets and alleys dedicated or occasioned by the affirmation of the surfaces of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever assign the title of the land so dedicated. There is also dedicated for utilities an unobstructed aerial easement three (3) feet wide from a plane twenty (20) feet above ground upward located adjacent to all easements and alleys shown hereon.

WITNESS my hand, City of Alvin, Brazoria County, Texas this _____ day of _____, 2016.

DEVELOPER:
By: Don Barras, Vice President, Heritage Erectors Development, Inc., a Texas

OWNERS:
By: Peggy J. Jacobs, General Partner
Peggy Scaboda Jacobs, Individual Lepper Family Partnership, Ltd.

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

BEFORE ME, the undersigned authority, on this day personally appeared Don Barras, Vice President, Heritage Erectors Development, Inc., subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations herein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

BEFORE ME, the undersigned authority, on this day personally appeared Peggy Scaboda Jacobs, subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations herein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

BEFORE ME, the undersigned authority, on this day personally appeared Peggy J. Jacobs, General Partner, Lepper Family Partnership, Ltd., subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations herein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

This is to certify that I, Scot Lowe, a licensed surveyor of the State of Texas, do hereby certify this plat correctly represents a boundary survey made under my supervision on the ground in accordance with the information provided to me and correctly represents the facts found at the time of this survey. There are no encroachments except as those shown.

Witness my hand and seal this _____ day of _____, 2016.

REGISTERED PROFESSIONAL LAND SURVEYOR No. 5007



I, JOYCE HUDMAN, Clerk of the County of Brazoria County, do hereby certify that this plat with the certificate of authentication was filed for registration in my office on _____, 2016, at _____ o'clock, and duly recorded on _____, 2016, at _____ o'clock, in Volume _____, Page _____ of the map records of Brazoria County for said county.

JOYCE HUDMAN
Clerk of the County Clerk
Brazoria County, Texas

Deputy Clerk
Brazoria County, Texas

CITY OF ALVIN APPROVALS

PAUL HORN, MAYOR

KEITH THOMPSON, DISTRICT C

BRAD RICHARDS, AT LARGE 1

ROGER STUKSA, DISTRICT D

FERRY DROEGE, AT LARGE 2

GABE ADAME, DISTRICT E

SCOTT REED, DISTRICT A

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

ADAM ARENBELL, DISTRICT B

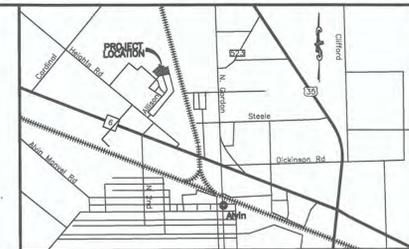
DIXIE ROBERTS, TRMC - CITY CLERK

FLOOD STATEMENT

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48039C01351 DATED SEPTEMBER 22, 1999, AND HAVE DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY IN UNSHADED ZONE "X" AND SHADED ZONE "AO" (DEPTH 1').

RESERVE TABLE with columns: RESERVE, ACREAGE, SQUARE FEET, USE. Includes entries for PUD PARK, MITIGATION/ DETENTION, and STORM SEWER.

- NOTES: 1. SIDEWALKS WILL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT. 2. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE SECTION 6 CONSTRUCTION IMPROVEMENTS AND DETENTION HAVE BEEN CONSTRUCTED. 3. DETENTION TO BE MAINTAINED SOLELY BY THE HOMEOWNERS ASSOCIATION. 4. THE CITY OF ALVIN AND BRAZORIA COUNTY C & S.F. RR #3 WILL HAVE NO RESPONSIBILITY FOR MAINTENANCE OF THE DETENTION POND. 5. THE DEVELOPER AND CITY OF ALVIN HEREBY WAIVES ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF CHANGES OR ALTERATIONS OF THE SURFACE OF ANY PORTION OF THE STREETS. 6. RESERVE "A" IS DEDICATED AS A PUD PARK AND IS TO BE MAINTAINED BY THE FOREST HEIGHTS HOMEOWNERS ASSOCIATION AND NOT THE CITY OF ALVIN.



LEGEND

- BL BUILDING LINE
UE UTILITY EASEMENT
EE ELECTRICAL EASEMENT
DE DRAINAGE EASEMENT
FND FOUND
RCP REINFORCED CONCRETE PIPE
FL FLOWLINE
ROW RIGHT OF WAY
IR IRON ROD
* INDICATES STREET LIGHT
CSP CORRUGATED STEEL PIPE
CMP CORRUGATED METAL PIPE
POB POINT OF BEGINNING
[49] EXIST LOT NUMBER
[10] BLOCK NUMBER
B.C.C.F. BRAZORIA COUNTY CLERK'S FILE
B.C.P.R. BRAZORIA COUNTY PLAT RECORDS
B.C.M.R. BRAZORIA COUNTY MAP RECORDS

BENCHMARK ELEV. 41.23

MONUMENT NO 0406
3 1/4" BRASS DISK SET ON 5/8" IR BELOW GRADE
NORTHEAST SIDE OF HEIGHTS ROAD, SOUTHEAST OF THE INTERSECTION OF BRAZOS STREET, SOUTHWEST OF THE CITY OF ALVIN WATER WELL SITE NO. 5
NAVD '96 x = 1,350,571.893 y = 13,724,552.794
(GRD COORDINATES - SCALE FACTOR 1.000136)

ENGINEER:
David A. Borengasser, P.E.
FIRM REGISTRATION NO. F-9482
1122 Caspian Lane
Houston, Texas 77090
Ph: (281) 468-6141
Email: dborengasser@sbcglobal.net

SURVEYOR:
LJA Engineering, Inc.
7438 Evie Lane Phone 281.930.0201
Deer Park, Texas Fax 281.930.0220
T.B.P.L.S. Firm No. 10193971

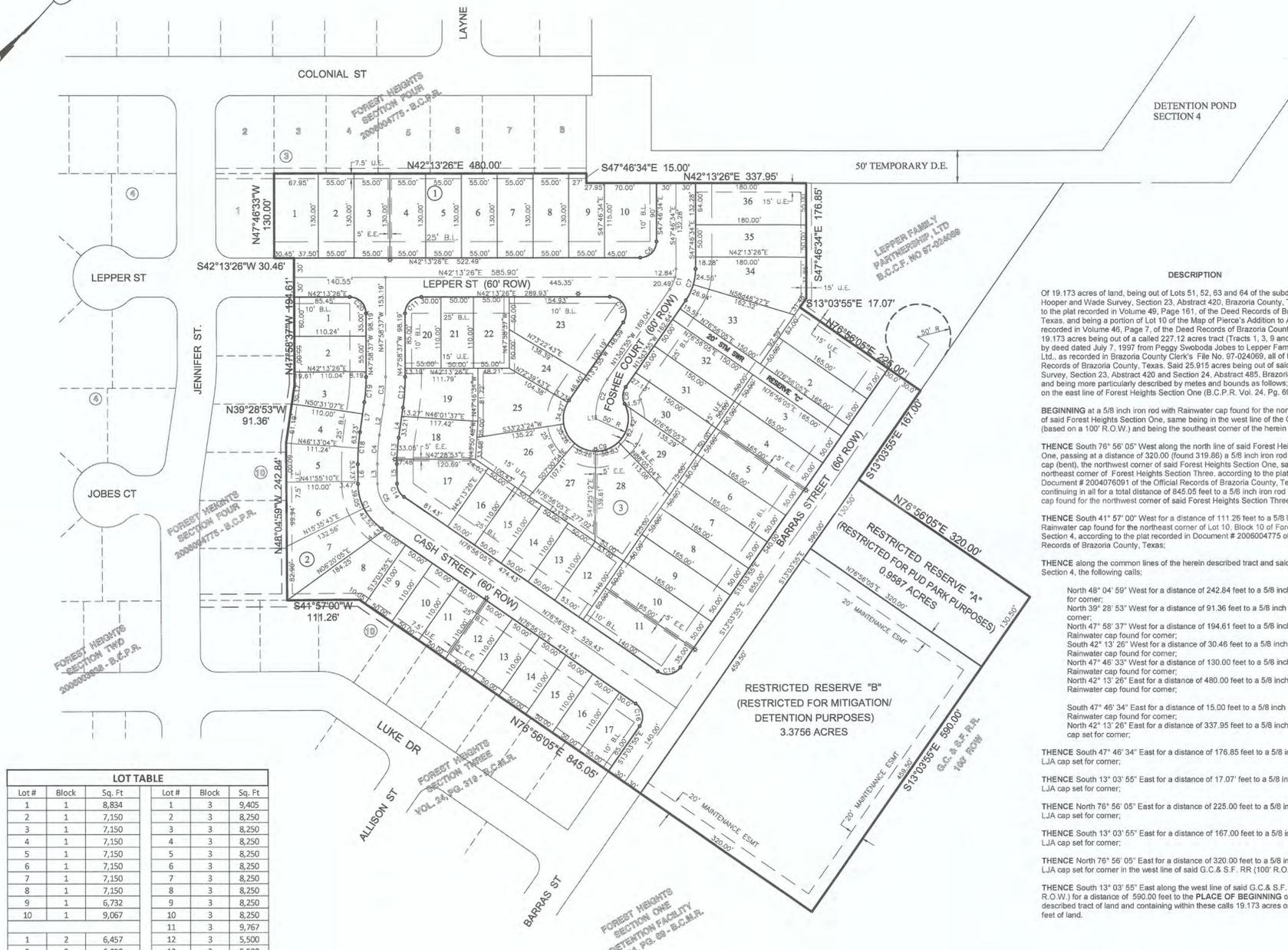
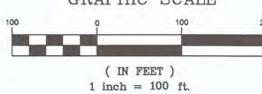
OWNERS:
HERITAGE ERECTORS DEVELOPMENT, INC.
DON BARRAS
1300 PLANTATION DR.
ALVIN, TEXAS 77511
PHONE: (281) 639-0333

FINAL PLAT OF FOREST HEIGHTS SECTION SIX

A PLANNED UNIT DEVELOPMENT OF A 19.173 ACRE TRACT OF LAND OUT OF LOTS 51, 52, 63 AND 64 OF THE HOOPER AND WADE SURVEY, SECTION 23, A-420 AND TRACT 3, LEPPER FAMILY PARTNERSHIP, LTD. CF 97-024069, THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

CONTAINING 3 BLOCKS 63 LOTS 3 RESERVES
FEBRUARY 10, 2016

GRAPHIC SCALE



LOT TABLE with columns: Lot#, Block, Sq. Ft. Lists 36 lots and their respective block and area.

LINE TABLE with columns: Line, Length, Bearing. Lists 7 lines with their dimensions and bearings.

CURVE DATA with columns: Curve, Radius, Length, Delta, Chord, Chord Bear. Lists 20 curves with their geometric data.

DESCRIPTION
Of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of the Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas. Said 19.173 acres being out of a called 27.12 acres tract (Tracts 1, 3, 9 and 10) conveyed by deed dated July 7, 1997 from Peggy Swoboda Jobs to Lepper Family Partnership, Ltd., as recorded in Brazoria County Clerk's File No. 97-024069, all of the Official Records of Brazoria County, Texas. Said 25.915 acres being out of said Hooper & Wade Survey, Section 23, Abstract 420 and Section 24, Abstract 455, Brazoria County, Texas and being more particularly described by metes and bounds as follows: (Bearings based on the east line of Forest Heights Section One (B.C.P.R. Vol. 24, Pg. 69))

BEGINNING at a 5/8 inch iron rod with Rainwater cap found for the northeast corner of said Forest Heights Section One, same being in the west line of the G.C.&S.F. RR (based on a 100' R.O.W.) and being the southeast corner of the herein described tract;

THENCE South 76° 56' 05" West along the north line of said Forest Heights Section One, passing at a distance of 320.00' (found 319.86') a 5/8 inch iron rod with Rainwater cap (bent), the northwest corner of said Forest Heights Section One, same being the northeast corner of Forest Heights Section Three, according to the plat recorded in Document # 2004076091 of the Official Records of Brazoria County, Texas, and continuing in all for a total distance of 845.05 feet to a 5/8 inch iron rod with Rainwater cap found for the northwest corner of said Forest Heights Section Three;

THENCE South 41° 57' 00" West for a distance of 111.26 feet to a 5/8 inch iron rod with Rainwater cap found for the northeast corner of Lot 10, Block 10 of Forest Heights Section 4, according to the plat recorded in Document # 200604775 of the Official Records of Brazoria County, Texas;

THENCE along the common lines of the herein described tract and said Forest Heights Section 4, the following calls:

- North 48° 04' 59" West for a distance of 242.84 feet to a 5/8 inch iron rod found for corner;
North 39° 28' 53" West for a distance of 91.36 feet to a 5/8 inch iron rod found for corner;
North 47° 58' 37" West for a distance of 194.61 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
South 42° 13' 28" West for a distance of 30.46 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 47° 46' 33" West for a distance of 130.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 480.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
South 47° 46' 34" East for a distance of 15.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 337.95 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 47° 46' 34" East for a distance of 176.85 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 13° 03' 55" East for a distance of 17.07' feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE North 76° 56' 05" East for a distance of 225.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 13° 03' 55" East for a distance of 167.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE North 76° 56' 05" East for a distance of 320.00 feet to a 5/8 inch iron rod with LJA cap set for corner in the west line of said G.C.&S.F. RR (100' R.O.W.);

THENCE South 13° 03' 55" East along the west line of said G.C.&S.F. RR (100' R.O.W.) for a distance of 590.00 feet to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 19.173 acres of 835,157 square feet of land.



AGENDA COMMENTARY

Meeting Date: 3/3/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Receive and acknowledge receipt of the Alvin Utility Master Plan prepared by Freese and Nichols, Inc.

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

Summary: At the Workshop on February 4, 2016 the City Council received a presentation by Richard Wheatherly of Freese and Nichols detailing the evaluation of the City's Water and Wasterwater Systems and the Company's findings and recommendations outlined in the 20-year Utility Master Plan. The Utility Master Plan outlines a Capital Improvements Plan (CIP) for both the water and wastewater systems for the next 20 years based on anticipated population growth over that time period. The CIP will serve as a guide in planning for future City budgets. The Plan also recommends several rehabilitation projects on both the water and wastewater systems that should be incorporated into future budgets over the next few years in order to continue the City's current level of service. Appendix A of the report details the water rehabilitation and CIP projects and Appendix B details the wastewater projects.

To view the document click on the following link:

[Drop Box Alvin Utility Master Plan; 2016](#)

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A Required ___ **Date Completed:** February 24, 2016

Supporting documents attached:

- 2015 Utility Master Plan

Recommendation: Move to acknowledge receipt of the Alvin Utility Master Plan by Freese and Nichols, Inc.

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: 3/3/2016

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Consider amendment to the Public Facilities Agreement (PFA) with Brazoria County for Community Development Block Grant (CDBG) project funding to extend the deadline for CDBG funded park improvement projects to the 31st day of March 2016; and authorize the Mayor to sign.

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

Summary:

On February 5, 2015, the City Council authorized a PFA with Brazoria County; in which the City received \$273,000 of CDBG project funding for improvements to the following parks: Rueben Adame Park, National Oak Park, Prairie Dog Park, Talmadge Park, Sealy Park, and Pearson Park.

Per the PFA, the deadline to complete the CDBG-funded projects was September 30, 2015. The Talmadge Park and National Oak Park improvements were not able to be completed by the September 30, 2015 deadline due to the City receiving the preliminary draft of the restroom design for National Oak Park 20 days prior to the deadline; and the need to obtain supplemental funding for the Talmadge Park pavilion – which city council approved on September 3, 2015.

The Brazoria County Commissioner's Court recently approved an amendment to the PFA; which granted the City an extension to complete CDBG funded park improvements through March 31, 2016. As a result, staff is requesting that council also amend the original PFA; extending the deadline to complete these remaining park projects to March 31, 2016.

Should council authorize the amendment to the PFA, the CDBG funded amount of \$13,973 for the Talmadge Park picnic pavilions, and \$154,644.25 for the restroom at National Oak Park will remain available to the City until the extended deadline of March 31, 2016.

Should council elect not to authorize the amendment to the PFA, the City will forfeit the CDBG funds, and will need to seek other funding mechanisms to complete these projects.

Current Status of the Outstanding CDBG Park Improvements:

- Talmadge Park picnic pavilions are pending final inspection by the City.
 - The National Oak Park restroom is under construction.
-

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required **Date Completed:** February 24, 2016

Supporting documents attached:

- Original Public Facilities Agreement
 - Amendment to Public Facilities Agreement
 - Request letter for deadline extension
-

Recommendation: Move to approve amendment to the Public Facilities Agreement (PFA) with Brazoria County for Community Development Block Grant (CDBG) project funding to extend the deadline for CDBG funded park improvement projects to the 31st day of March 2016; and authorize the Mayor 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

**AGREEMENT BETWEEN
BRAZORIA COUNTY
AND
THE CITY OF ALVIN**

THIS AGREEMENT, entered in this 1st day of October, 2014 by and between Brazoria County (herein called the "Grantee") and the City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218, Grant Number B-14-UC-48-0005; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. ACTIVITIES

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2014 Community Development Block Grant (CDBG) Program Consolidated Action Plan:

Alvin Parks Improvements – The City will upgrade 6 parks in various locations to promote viable neighborhoods. The neighborhood parks are located in areas deemed at 51% low/mod by the new ACS Census.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG National Program that will benefit at least fifty-one percent (51%) low/moderate income persons.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2013 and end on the 30th day of September, 2015. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 months
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	4 months
Total:	<u>12 months</u>

The Grantee will monitor the performance of the Subrecipient against the performance standards and construction milestones as required herein. Substandard performance as determined by the

Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

IV. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two Hundred Seventy-Three Thousand Dollars and No Cents (\$273,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Seventy-Three Thousand Dollars and No Cents (\$273,000.00) or the amount received from HUD, whichever is less.

In addition, if the Grantee requires a detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

V. PAYMENT

Drawdowns for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Subpart C of OMB Circular A-110.

VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
E. J. "Joe" King, County Judge Brazoria County Brazoria County Courthouse 111 E. Locust, Suite 102A Angleton, Texas 77515	Dan Kalinski City of Alvin 1100 W. Hwy 6 Alvin, Texas 77511

VII. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of

Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain and "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract as may be required by state law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity

bond covering all employees in an amount equal to Two Hundred Seventy-Three Thousand Dollars and no cents (\$273,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in Subpart C of OMB Circular A-110, Procurement Standards.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination's of the Scope of Service in Paragraph I (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with Subpart C of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87, "Cost Principles for State, local and Indian Tribal Governments" would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the

records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570.503(b)(8), as applicable.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations" for governmental entities.

C. Additional Requirements

1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall

reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(8).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in this contract for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this contract.

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement of Materials, Property or Services

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Subpart C of OMB Circular A-110, Procurement Standards, and shall

subsequently follow Subpart C of OMB Circular A-110, Property Management Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

3. Use and Reversion of Assets:

The Subrecipient shall use all CDBG assisted property acquired under this Agreement in accordance with Subpart J of 24 CFR 570.505 for a period of five (5) years following the date of the expiration of the Agreement between Brazoria County and the Subrecipient respective to the CDBG Program or the anticipated life of the property, depending on the property at the discretion of the CD Department. Unless specified otherwise within this Agreement, at the conclusion, cancellation, assignment or termination of this Agreement, the disposition of assets under this Agreement shall be in compliance with 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. Personal property and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503, unless Subrecipient continues to carry out the same Program for which said property and equipment was acquired.
- b. Where there is a residual inventory of unused supplies in excess of \$5,000.00 in total aggregate fair market value in which the Subrecipient has vested title through acquisitions under this Agreement, and where there is no need for said supplies for any other federally sponsored programs or projects, the Subrecipient shall compensate Brazoria County for its share in compliance with 24 CFR 570.502.
- c. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- d. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Contract in excess of \$25,000.00, unless otherwise specified in Scope of Services, shall be (a) used to meet one of the national objectives pursuant to Subpart C of 24 CFR 570.208 until five (5) years after the expiration of the Agreement between Brazoria County and the Subrecipient, respective to the approved CDBG Program, or (b) disposed of in a manner which results in Brazoria County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- e. If so specified in this Agreement, the Subrecipient may retain CDBG assisted real and personal property acquired under Brazoria County's CDBG Program after the expiration of the five-year period covered by 24 CFR 570.503 and 24 CFR 570.505.

X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-

displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipient and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal

assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all contract and subcontracts executed under this agreement;

§135.38 Section 3 Clause.

- A. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for*

training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any contract with contractors and /or sub-contractors who have been debarred or prohibited from federal contracts.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontractors let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j).

XII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIII. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:
By: 

FOR GRANTEE:
By: 
E. J. "Joe" King

Title: Mayor, City of Alvin

Title: County Judge

Date: 2/5/15

Date: _____

**AMENDMENT TO PUBLIC FACILITIES AGREEMENT
BETWEEN BRAZORIA COUNTY
AND
CITY OF ALVIN
(Alvin Park Improvements Projects)**

WHEREAS on September 22, 2015 the Brazoria County Commissioner’s Court at its regular Commissioner’s Court meeting approved an amendment to the Public Facilities Agreement between “The City of Alvin” and “Brazoria County” as follows:

On Page 1, first paragraph of Section III. shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of October, 2014 and end on the 31st day of March, 2016.

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____

Date: _____

APPROVED FOR GRANTEE:

By: _____

L.M. “Matt” Sebesta, Jr.

Date: _____



www.alvin-tx.gov

CITY OF ALVIN

1100 W. Highway 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks & Recreation Department

September 14, 2015

Brazoria County Community Development & Welfare
1524 East Mulberry
Angleton, TX 77515

Attention: Nancy Friudenberg, Program Director

Dear Ms. Friudenberg,

On behalf of the City of Alvin, I am requesting a six month extension beyond the September 30, 2015, deadline in order to complete the National Oak Park restroom construction project. This is a CDBG funded project. The City of Alvin received a preliminary final draft of the construction documents on September 10th, which is currently under review by Roy Sosa, Plans Examiner for the City of Alvin. Once the review is complete, any changes will be finalized in the drawings and then sent for ADA compliance review as well as sealed by the appropriate registered professionals. Once those components are completed, the project will be ready for public bid by the City of Alvin. The expected six month extension will accommodate bid time, construction contract approval by Alvin City Council and construction time.

Secondly, I am requesting a sixty day extension for the construction of the Talmadge Park picnic pavilion. This is also a CDBG funded project. There was a delay in selecting a contractor for this project due to all the construction quotes exceeding the original forecasted cost prompting the need for supplemental funding. On September 3, 2015 the Alvin City Council approved the construction quote with T.F. Harper & associates L.P. as the lowest price/best value contractor and the supplemental funding to complete the picnic pavilion project at Talmadge Park.

Best Regards,

Daniel Kelinske
Director
Alvin Parks and Recreation Department