

NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Workshop** and **Special Session** on **Thursday, October 9, 2014 at 6:00 P.M.** in the **Council Chambers** located on the 2nd floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. **CALL WORKSHOP SESSION TO ORDER:**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PURPOSE OF THE WORKSHOP:**
 - A. Discuss the M-1 Watershed Study and proposed projects including detention pond designs for the proposed detention basin located at Kost Road and South Street.
5. **ADJOURNMENT**

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1. **CALL SPECIAL SESSION TO ORDER:**
 - A. Consider the Letter Agreement Terminating the Memorandum of Understanding with Texas A & M University for the development of a stormwater wetlands component of the detention basin located at Kost Road and South Street and authorize the Mayor to sign.
 - B. Consider authorizing staff to research alternative construction methods for the proposed detention basin at Kost Road and South Street.
 2. **ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, OCTOBER 2, 2014 at 5:00 p.m.

(SEAL)

Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the _____ day of _____ 2014, at _____ a. /p.m.

Dixie Roberts, City Clerk

**** 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).**

If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or droboterts@cityhall.cityofalvin.com. Requests for special services must be received 48 hours prior to

the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.



AGENDA COMMENTARY

Discussion Date:

Approval Date:

Submitted By:

SUBJECT:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |
-

Submitted by:

Funds Available:

Approved as to Form:

Approved By:

Department Head

Finance Director

City Attorney

City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN
TEXAS A&M UNIVERSITY
AND THE CITY OF ALVIN

This agreement ("Agreement") is by and between Texas A&M University (TAMU) as agency of the State of Texas, and the City of Alvin, referred to as "Party" or collectively "Parties".

Both parties share a mutual interest in partnering to develop the stormwater wetland component ("Project") of the proposed Kost Pond stormwater detention basin park located at Kost Road and South Street in Alvin, Texas

The purpose of this Agreement is to recognize the mutual benefit of collaborative partnering and serves as an indication of continued interest in cooperation of the above mentioned parties. The goal of the Project is to 1) develop a design for stormwater wetland based on the hydrological conditions of the site, 2) to provide plants for the stormwater wetland by constructing and maintaining a wetland plant nursery at a location to be determined, and 3) planting the stormwater wetland. The function of the proposed stormwater wetland is to improve the water quality flowing from the Kost Pond site, while providing a natural wetland habitat and opportunities for Alvin residents to observe and enjoy wildlife in a wetland setting.

The Project is part of the larger effort to improve non-point source (i.e. stormwater runoff) water quality in Harris, Galveston and Brazoria Counties by demonstrating the use of engineered wetlands as a stormwater Best Management Practice. The Project is grant funded through the Texas Commission on Environmental Quality and the Galveston Bay Estuary Program. This Agreement shall become effective when executed by all parties and shall remain in effect through May 15, 2015.

None of the parties involved will incur financial obligations to the other as a result of this Agreement.

RESPONSIBILITIES OF TEXAS A&M UNIVERSITY

TAMU will provide engineering consultation on matters relating to the design of the stormwater wetland and outfall structure, and the hydrology of the site. The engineering consultant will be available to discuss the stormwater wetland design and parameters with Alvin and Alvin's subcontractors as needed.

TAMU will provide the construction of a wetland plant nursery, including above-ground nursery ponds, fencing, signage, and an irrigation system.

TAMU will provide plant sourcing and propagation in the wetland plant nursery.

TAMU will provide planting of the stormwater wetland, by volunteers and/or subcontractors.

TAMU will provide consultation with a wetland specialist on matters concerning the design and planning of the proposed stormwater wetland, including but not limited to plant selection, sourcing, propagation, and installation; volunteer coordination, wetland maintenance, interpretive signage, educational outreach and funding opportunities. The wetland specialist will be available to discuss the stormwater wetland design and planning with Alvin as needed.

RESPONSIBILITY OF THE CITY OF ALVIN

Alvin will provide access to the site for TAMU and TAMU subcontractors on an as needed basis. Alvin will provide TAMU with a site and connection to a water supply for the wetland plant nursery. Alvin will facilitate coordination with Alvin subcontractors and TAMU on an as needed basis.

MISCELLANEOUS PROVISIONS

1. Execution and modifications. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with written consent of both parties.
3. Force Majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.
4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the installation of the Study and supersedes all other written and oral agreements between the parties with respect to the Study. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

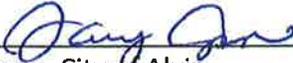
5. Governing Law. This Agreement is construed under the laws of Texas.
6. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between any of the parties. Each party shall maintain in force worker's compensation insurance, professional liability insurance and comprehensive general liability insurance policies; proof of such policies shall be presented upon request of the other party. All parties will cooperate, as needed, with defense of claims in which students, staff, or employees were involved or of which they had knowledge related to the claim. Each party assumes full responsibility for the actions of their own employees and each shall remain solely responsible for their own employees' supervision, daily direction, and control of payment of salary and benefits.
7. Liability and Immunity. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.
8. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
9. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
10. Notice. Any notices required by this agreement shall be delivered to the following address:

TAMU: Texas A&M University
400 Harvey Mitchell Parkway South, Suite 300
College Station, TX 77845-4375
Attn: Michele Lacey, Director, Contracts & Grants
(Phone) 979 862-4444
(Fax) 979 862 3275
mlacey@tamus.edu

Alvin: Mayor, City of Alvin
216 W. Sealy Street
Alvin, TX 77511
(Phone) 281.388.4278
(Fax) 281.331.7215

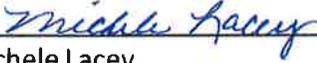
The parties must make every reasonable attempt to resolve in an amicable manner all disputes concerning the interpretation of this Agreement. To any extent applicable to this agreement, all Parties must use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Alvin that cannot otherwise be resolved. Alvin must submit written notice of a claim of breach of contract under this Chapter to the Director, who will examine Alvin's claim and any counterclaim and negotiate with the Party or Parties in an effort to resolve the claim.

CITY OF ALVIN

By 
Mayor, City of Alvin

Date April 24, 2014

TEXAS A&M UNIVERSITY

sw By 
Michele Lacey
Director, Contracts & Grants
Texas A&M University

Date 5/6/14

Stormwater wetland schematics for the proposed Kost Pond



- 1 Less defined flow sequence
Consolidated habitats
Minimal grading



Alewife Stormwater Wetland, Cambridge MA. Photo: Catherine Woodbury



- 2 Intermediate flow sequence,
microhabitats, and grading

LEGEND

- DEEP POOL, 24" minimum depth
- SHALLOW ZONE, 0"-6" wet meadow
- TEMPORARY INUNDATION ZONE
- UPPER BANK
- Spillway
- 30' maintenance berm
- Bottom Area 12 ac
- Proposed Kost Pond 15.95 ac



TEXAS COASTAL
WATERSHED
PROGRAM



- 3 More defined flow sequence
Increased microhabitats
Increased fine grading



Arlington Stormwater Wetlands Park, Arlington, WA. Source: Bill Gillam