

## **NOTICE OF PUBLIC MEETING**

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, October 23, 2014 at 7:00 P.M.** in the **Council Chambers** located on the 2<sup>nd</sup> floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SPECIAL PRESENTATIONS**
  - A. Mayor to present a proclamation declaring October, 2014 as National Colonial Heritage Month.
  - B. Mayor to present a proclamation declaring November, 2014 as Alzheimer's Disease Awareness Month.
  - C. Presentation by Chief of Police Robert Lee regarding the Texas Law Enforcement Recognition Program.
- 5. APPROVAL OF MINUTES**
  - A. Approve minutes of the October 2, 2014 Regular City Council meeting.
  - B. Approve minutes of the October 9, 2014 Workshop/Special City Council meeting.
- 6. PETITIONS OR REQUESTS FROM THE PUBLIC**

Speakers may be limited to 2, 3 or 5 minutes according to Section 2-24 of the Code of Ordinances, City of Alvin, Texas. State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from Council Chambers.
- 7. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**
- 8. PUBLIC HEARING - NONE**
- 9. OTHER BUSINESS:**

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

  - A. Receive and acknowledge the monthly financial report for September, 2014.
  - B. Receive and acknowledge the quarterly investment report for the quarter ending September 30, 2014.
  - C. Consider request from Carrie Holder to close a portion of Kendall Crest Drive on October 31, 2014 from 8:00 p.m. to 11:00 p.m. for the purpose of a Halloween Block Party.

- D. Consider approval of out of State travel for shooting range advisory group members: Council member Scott Reed, CVB Director Julie Siggers and Mike Bryan to attend the 2015 shooting, hunting, outdoor trade show January 20-23, 2015 in Las Vegas, Nevada.
- E. Consider authorizing staff to develop an agreement with Conservation and Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street.
- F. Presentation and discussion on the 2035 Comprehensive Plan to outline next steps using Chapter 6, Implementation.
- G. Consider Ordinance 14-EE, an ordinance granting a permit to Phillips 66 Pipeline, LLC to construct certain pipeline facilities in certain property or rights-of-way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto – first reading.
- H. Consider Ordinance 14-GG amending the City of Alvin, Ordinance 14-AA passed and approved September 11, 2014, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2014-15 by approving "Budget Amendment I" to the original 2014-15 budget; providing supplemental appropriation and/or transfer of funds for the purpose of funding the Court Collections Analyst position in the Finance Department and amending the organization chart of the Finance Department; providing for severability; and providing for other matters related thereto– first reading.
- I. Consider an Intergovernmental Agreement with the Houston-Galveston Area Council (H-GAC) to receive grant funds funded by TXDOT designed to increase DWI directed enforcement during certain holiday periods in order to help remove drunk drivers from our roadways and reduce traffic accidents and injuries/fatalities and authorize the Mayor to execute the agreement.
- J. Consider Resolution 14-R-41, authorizing the Mayor to execute an Agreement made pursuant to Texas Local Government Code Chapter 380 with Highland Square Ltd., regarding the City's incentive for improvements made by Highland Square Ltd. to close and remove an existing entrance to the development from FM 1462 and relocate the entrance to FM 1462 at Pearson Road to improve the safety of commercial activity within the Highland Square development by providing a safer access.
- K. Consider approval of Resolution 14-R-42, adopting the Anti-NIMBYism (Not In My Backyard) Action Plan for the City of Alvin as required by the Fair Housing Activity Statement – Texas (FHAAT) through the General Land Office of Texas.

- L. Consider a contract with the Texas Water Development Board for a 100% FEMA funded Flood Mitigation Assistance Grant; and authorize the Mayor to execute the contract.
- M. Consider a contract with Jeff S. Ward & Associates for consulting services related to the implementation of the Flood Mitigation Assistance Grant for the acquisition and demolition of two flood prone homes located on Talmadge St. and Hummingbird Ln.; and authorize the Mayor execute the contract.
- N. Consider a one year contract extension through December 31, 2015 with Wells Fargo Bank for depository and banking services to the City of Alvin.
- O. Consider Resolution 14-R-39 acknowledging and accepting easements granted to the City of Alvin for the TxDOT Bridge Replacement project on Old Galveston Road.
- P. Consider Resolution 14-R-40 acknowledging and accepting easements granted to the City of Alvin for the TxDOT Bridge Replacement project on County Road 149.

#### 10. **REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of November 6, 2014.
- B. Announcements:
  - 1. TxDOT Public Hearing regarding FM528 from SH35B to SH6 – Nov. 13, 2014

#### 11. **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.

#### 12. **CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:**

*Section 551.071(2) - Attorney consultation to receive attorney advice and counsel in connection with the City's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.*

#### 13. **CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN**

*Section 551.071(2) - Attorney consultation to receive attorney advice and counsel on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. SGR ITEM*

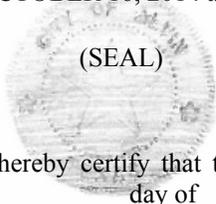
#### 14. **RECONVENE TO OPEN SESSION**

#### 15. **ACTION ITEM FROM EXECUTIVE SESSION; Consideration and action, if any, to approve a newly negotiated Collective Bargaining Labor Agreement between the City**

of Alvin, Texas and the Alvin Police Officer’s Association; and authorize the Mayor to sign the agreement.

**16. ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, OCTOBER 16, 2014 at 5:00 p.m.



(SEAL)

A handwritten signature in blue ink, which appears to read "Dixie Roberts", is written over a horizontal line.

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](mailto: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.*



Office of the Mayor, City of Alvin, Texas

## *Proclamation*

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**WHEREAS,** the John Champion Chapter of the National Society Colonial Dames XVII Century is locally sponsoring National Colonial Heritage Month during the month of October 2014; and

**WHEREAS,** National Colonial Heritage Month brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country; and

**WHEREAS,** the members of this Society, by virtue of their lineal descent from those early arrivals, feel an obligation to work for the preservation of the priceless legacy that these early arrivals left to all American citizens; and

**WHEREAS,** they continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from “loving our country, obeying its laws, respecting its flag and defending it against all enemies”.

**NOW, THEREFORE,** I, Mayor Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the Alvin City Council do hereby proclaim the month of October, 2014 as

### *Colonial Heritage Month*

in Alvin, and urge citizens to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, in order to help preserve our rich culture and heritage with deep respect for the principles upon which our great country was found.

**WITNESS** my hand and seal this  
23<sup>rd</sup> day of October, 2014.

---

Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

*Proclamation*

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**WHEREAS,** the City of Alvin is proud to be a part of the Brazoria County Alzheimer's Awareness Project, recognized regionally by the Alzheimer's Association and nationally by the Alzheimer's Foundation as leading the way in community awareness and early detection of Alzheimer's Disease; and

**WHEREAS,** the Memory Screening Project sponsored by Brazoria County Libraries and the Alzheimer's Awareness Project November 17 through the 22<sup>nd</sup> will be the largest community-based Memory Screening Project in the United States for the third consecutive year; and

**WHEREAS,** Alzheimer's, a neurodegenerative disease that results in the loss of brain cells and their connections, affects 5.5 million Americans and more than 350,000 people on the Texas Gulf Coast; and

**WHEREAS,** Brazoria County, with its Community Partners, has created the largest County sponsored project in the United States to create events and activities that increase awareness about dementia, treatment options, caregiving issues, and community resources; and

**WHEREAS,** we are called upon as a nation to be aware of Alzheimer's disease and related disorders and to heighten our awareness of these challenges throughout the month of November, 2014,

**NOW, THEREFORE,** I, Paul A. Horn, by virtue of the authority vested in me as Mayor of the City of Alvin, do hereby proclaim the month of November as **Alzheimer's Awareness Month** in the City of Alvin, Texas and call upon all citizens to join me in commending the Brazoria County Alzheimer's Awareness Project for working through education and collaboration to create awareness and encourage early detection of Alzheimer's disease in our community.

**WITNESS** my hand and seal this  
23<sup>rd</sup> day of October, 2014.

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Paul A. Horn, Mayor



# AGENDA COMMENTARY

Discussion Date: 10/23/2014

Approval Date:

Submitted By: Robert E Lee

## SUBJECT:

Presentation by Chief of Police Robert Lee regarding the Texas Law Enforcement Recognition Program.

## DISCUSSION:

The Texas Police Chief's Association developed a voluntary program which requires agencies to prove their compliance with 166 best business practices for Texas law enforcement to independent assessors. This program helps reduce risk in 12 critical areas of agency operations, and more importantly, assists the agency in remaining progressive and professional.

## RECOMMENDATION:

Presentation only.

## ATTACHMENTS:

- |                                   |    |
|-----------------------------------|----|
| 1. Texas Recognition Presentation | 4. |
| 2.                                | 5. |
| 3.                                | 6. |

Submitted by:  
**Robert E. Lee**  
Digitally signed by Robert E. Lee  
DN: cn=Robert E. Lee, o=Alvin  
Police Department, ou=Chief of  
Police,  
email=lee@cityofalvin.com, c=US  
Date: 2014.10.13 16:08:15  
-05'00'  
Department Head

Funds Available:  
  
Finance Director

Approved as to Form:  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:54:35 -05'00'  
City Attorney

Approved By:  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:15:57 -05'00'  
City Manager



*Texas Law Enforcement Recognition Program*

# Texas Law Enforcement Recognition Program

Providing Recognition to  
Texas Law Enforcement Agencies  
who meet Best Practices in  
Law Enforcement management  
and operations



*Texas Law Enforcement Recognition Program*

# Overview of the Texas Program

Program Requires Agencies to Prove  
their Compliance with 166  
Best Business Practices  
for  
Texas Law Enforcement  
To Independent Assessors



*Texas Law Enforcement Recognition Program*

# Overview of the Texas Program

What are Best Practices??



*Texas Law Enforcement Recognition Program*

## Best Practices

A compilation of practices which address the twelve critical areas of law enforcement that form basis of legal action against police.

Compliance with these Best Practices reduces risk.



*Texas Law Enforcement Recognition Program*

# Twelve Critical Issues

- Use of Force
- Emergency Vehicle Operation and Pursuits
- Search, Seizure, and Arrest
- Care, Custody and Restraint of Prisoners
- Domestic Violence and agency employee domestic misconduct
- Off-Duty Conduct
- Selection and Hiring
- Sexual Harassment
- Complaint and Internal Affairs Management
- Narcotics, SWAT, and High Risk Warrant Service
- Dealing with the Mentally Ill and Developmentally Disabled
- Property and Evidence



# Sample Best Practice

## **2.11.1 Sexual and Other Unlawful Harassment**

The Agency has a written directive with reporting procedures that include when it is appropriate to make a report outside the chain of command or outside the Agency, and training provided to all personnel, that prohibit sexual or other unlawful harassment.

Discussion: Training must be provided to all department personnel, not just sworn.

### Proof of Compliance

- Copy of written directive, and
- Proof of Training is Required: Copy of training lesson plan and dated schedule, or  
Copy of sign-in sheet.



# Sample Best Practice

## **6.03.1 Use of Force Documentation and Review**

The Agency has a written directive requiring completion of a specific administrative form for this purpose only to document the use of force by agency personnel, including a review process of each incident by supervisory personnel. The form may be electronic or paper and the format will be designated by the agency.

Discussion: This standard requires a special use of force form that is created by the department and used to report use of force at a level defined by the agency. Some agencies require use of the form any time an officer uses any form of physical force or higher, or points a firearm at a citizen. Others require reporting only when officers use a firearm or less-lethal weapon. The form must have a review process where supervisors review the actions to determine if the officer was appropriate in the use of force.

### Proof of Compliance

- Copy of written directive, **and**
- Proof of training of officers in policy, **or**
- Proof of receipt of copy of policy by officers, **and**
- Copy of completed "Use of Force" form.



*Texas Law Enforcement Recognition Program*

# Program Philosophy

- Make Requirements Achievable
- Assist Agencies in Compliance
- Provide Resources such as a Sample Policy Manual



*Texas Law Enforcement Recognition Program*

## Program Goals

- Reduce Risk and associated costs
- Improve the Management and Operations of Texas Law Enforcement Agencies
- Improve Protection of Citizens and Officer Safety



*Texas Law Enforcement Recognition Program*

# Texas Recognition Process

- Application
- Contract for Completion
- Internal Review of Policies and Procedures
  - File Development (assembling proofs of compliance)
- Review by Independent Assessors
- Report to Recognition Committee
- Committee Review and Awarding of  
“Recognized” Status



*Texas Law Enforcement Recognition Program*

# Texas Recognition Process

## **Final Review (On-Site Assessment)**

A specially trained Police Chief and Assessor from outside the local area conducts a Final Review visit where visual confirmation is made for all on-site proofs. This is typically a two day visit.



*Texas Law Enforcement Recognition Program*

# Texas Recognition Process

Awarding Recognized Status

Agency is Recognized at TPCA Annual Conference

Certificate (may be awarded at Conference or local function in agency's city)

Other recognition items available



*Texas Law Enforcement Recognition Program*

# Program Costs

Depends on Agency Size

Sworn Officers	Annual Fee Amount
1 – 10	\$350
11 – 25	\$500
26 – 50	\$1,200
51 – 100	\$1,600
101 – 200	\$2,000
201 or more	\$2,400



*Texas Law Enforcement Recognition Program*

## Program Benefits

Council, Mayor or Manager, and Citizens of City are assured that Police Department is complying with the Best Practices of Texas Law Enforcement.



*Texas Law Enforcement Recognition Program*

# Program Costs

## Additional Costs

### TPCA Membership for Chief of Police

(currently \$3.00 per every \$1,000 Chief's Annual Salary)

### On-Site Fees (once every four years)

Final Review                      \$ 750 to \$1,000

(estimates, itemized expenses provided)



*Texas Law Enforcement Recognition Program*

# Texas Recognition Program

- Recognized Status awarded for four year period.
- Annual Reports required
- Process of proving compliance is repeated after four years to maintain “Recognized” status.



*Texas Law Enforcement Recognition Program*

# Current Status

Program is Fully Operational

85 Agencies Recognized

35 In the Program

100+ Preparing for Entry

Currently accepting applications



*Texas Law Enforcement Recognition Program*

Questions?

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY OCTOBER 2, 2014***  
**7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-Tem Terry Droege and Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, and Keith Thompson. Also present: Junru Roland, Interim City Manager, Bobbi Kacz, City Attorney and Dixie Roberts, City Clerk.

**INVOCATION**

Mary Sanders, Chaplain Alvin Police Department gave the invocation.

**PLEDGE OF ALLEGIANCE**

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

Council member Arendell led the Pledge of Allegiance to the Texas Flag.

**SPECIAL PRESENTATIONS**

There were no special presentations.

**APPROVAL OF MINUTES**

Approve minutes of the September 11, 2014 Special City Council meeting

Council member Droege moved to approve the minutes of September 11, 2014. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Approve minutes of the September 18, 2014 Regular City Council meeting

Council member Adame moved to approve the minutes of September 18, 2014. Seconded by Council member Droege; motion to approve carried on a vote of 6 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Ms. Cindy Price, League City, Texas, an author and nature scientist spoke before City Council regarding Article 1, Chapter 4 Animals, the keeping of pet reptiles. Ms. Price read a 3 minute statement and offered her services to Council as a subject matter expert.

Police Chief Robert Lee announced that National Night Out will be held on Tuesday October 7, 2014. He encouraged citizens to get out and engage with their neighbors and community.

**REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**

No reports were given.

**PUBLIC HEARINGS**

There were no public hearings.

**CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

- A. Consider Ordinance 14-CC, adopting the City of Alvin 2035 Comprehensive Plan Update and setting forth other provisions related thereto - on second and final reading.
- B. Consider Ordinance 14-DD, amending Ordinance 13-SS, passed and approved September 12, 2013, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2013-2014 by approving "Budget Amendment XII" to the original 2013-14 FY budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit "A" for the purpose of adjusting the current fiscal year-end budget - on second and final reading.
- C. Consider a request for street closures for safety of the public and patrons of the Alvin Blue Santa Motorcycle Fund raiser being held Sunday, October 19, 2014 from 8:00 a.m. to 5:00 p.m. Street closures being requested are E. Sidnor St. at Depot Centre Blvd, E. Sidnor St. at S. Magnolia St., E. Sealy St. at Depot Centre Blvd, Depot Centre parking lot east side exit, Depot Centre at North exit of Parking Lot.
- D. Consider out-of-state travel for Jose Ibarra, Garage Department, to Phoenix Arizona to attend Victory Motorcycle Warranty Certification class from November 2, 2014 to November 7, 2014 to for the purpose of performing warranty work on two motorcycle units recently purchased by Alvin Police Department.
- E. Consider out-of-state travel for Lieutenant Tim Hubbard to participate in the visit of 2014 Delegates for the Annual Professional Police Exchange to China from October 11, 2014 to October 18, 2014. The trip is sponsored by Sam Houston State University and their Chinese partners and is offered at no cost to the City.

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

**MATTERS REMOVED FROM CONSENT AGENDA**

No items were removed from the consent agenda.

**OTHER BUSINESS**

Receive and acknowledge the monthly financial report for August, 2014.

Council member Droege moved to acknowledge the monthly financial report for August, 2014. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Consider a variance request from William Pye of CDI, a consultant for the proposed Nissan of Alvin, to waive the sidewalk requirement of Section 21-42 and the screening requirement of Section 35-34 of the Code of Ordinances, for the new Nissan dealership that will be located along FM 528 and Victory Lane.

*Alvin Nissan has purchased Reserve G of the Ron Carter at Victory Lane Subdivision which is near the northwest corner of the FM 528 at Victory Lane intersection and plan to construct their new facility at this location. They are requesting a variance to the sidewalk requirement to not be required to build a sidewalk along FM 528 or Victory Lane due to "insufficient space and no other existing sidewalks for new sidewalks to tie onto." They are also requesting a variance to not screen the view of the new vehicles from the FM 528 corridor as obstruction of the new vehicles would cause adverse selling conditions that would place the*

dealership at a competitive disadvantage. The Planning Commission approved this variance request September 16, 2014.

Discussion was had on whether or not these variances should be allowed or not. Some members of Council felt that variances waiving the sidewalk requirement shouldn't be given. The ordinance needs to be reviewed and amended if council is going to continue to give variances. Council asked that the City Attorney review the sidewalk ordinance.

Council member Richards moved to deny the request to waive the sidewalk requirements of Section 21-42. Seconded by Council member Thompson; motion to **deny** the request to waive sidewalk requirements failed with Council members Reed, Arendell, Droege and Adame voting No; Council members Thompson and Richards voting Yes.

Council member Adame moved to approve a variance request from William Pye of CDI, a consultant for the proposed Nissan of Alvin, to waive the sidewalk requirement of Section 21-42 and the screening requirement of Section 35-34 of the Code of Ordinances, for the new Nissan dealership that will be located along FM 528 and Victory Lane. Seconded by Council member Arendell; motion to approve carried on a vote of 4Ayes; Council members Richards and Thompson voting No.

Consider Resolution 14-R-30, a resolution supporting a traffic study by the Texas Department of Transportation and authorizing the State of Texas to install and maintain a median to be placed on FM 517 approaching the North Bypass 35 intersection as depicted in Exhibit "A"; and setting forth other provisions related thereto.

*In August, representatives from the TXDOT Area Engineer's Office met with City Staff to discuss their findings and proposed resolutions regarding a study of the FM 517 and the North Bypass 35 intersection. This study was conducted due to the unusually high number of accidents that have occurred in recent years at this intersection, as reported by APD and TXDOT. A total of 51 reportable accidents have occurred between February 2011 and July 2014, with 18 of these accidents reporting injuries. Additionally, the TXDOT report indicated 37 of the accidents could have been prevented by the proposed changes to the intersection. In order to decrease the number of accidents at this location TXDOT is proposing to construct a center median along FM 517 beginning at North Bypass 35 and extending 280 feet to the east past the intersection with Clifford Street.*

TxDot representatives were in attendance to answer questions. Discussion was had regarding the installation of the median at this location.

Council member Reed moved to approve Resolution 14-R-30, a resolution supporting a traffic study by the Texas Department of Transportation and authorizing the State of Texas to install and maintain a median to be placed on FM 517 approaching the North Bypass 35 intersection as depicted in Exhibit "A"; and setting forth other provisions related thereto. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Consider Resolution 14-R-34 adopting the Fiscal Year (FY) 2014-15 City of Alvin Investment Policy for the investment of municipal funds; and setting forth other related matters.

*Pursuant to 2256.005 of the Texas Public Funds Investment Act, the governing body of an investing entity shall review its investment policy and strategies not less than annually. For FY 2014-15 there are no recommended revisions to the current policy*

Council member Reed moved to approve Resolution 14-R-34 adopting the Fiscal Year (FY) 2014-15 City of Alvin Investment Policy for the investment of municipal funds; and setting forth other related matters. Seconded by Council member Droege; motion to approve carried on a vote of 6 Ayes.

Consider Resolution 14-R-35 designating one representative and one alternate representative to the Houston-Galveston Area Council (HGAC) General Assembly for 2015.

*HGAC's bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to serve on the H-GAC General Assembly.*

Council member Reed moved to approve Resolution 14-R-35 designating Council member Gabe Adame to serve as representative and Council member Thompson to serve as the alternate representative to the Houston-Galveston Area Council (HGAC) General Assembly for 2015. Seconded by Council member Arendell; motion to approve carried on a vote of 4Ayes; C

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of October 23, 2014.

Mr. Roland reviewed the preliminary list for the October 23, 2014 City Council meeting.

#### Announcements:

- a. Oct. 7, 2014 State of the City
- b. Oct. 9, 2014 City Council Workshop
- c. Oct 18, 2014 – City Wide Clean-up
- d. October 23, 2014 - City Manager Search update will be given to City Council.

### **REPORTS FROM COUNCILMEMBERS**

Pursuant to S.B. No. 1182, City Councilmembers 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 Councilmembers.

Council member Thompson stated that he and Council member Arendell and other members of staff met with Progressive representatives regarding heavy trash pickup. Another meeting is scheduled for next month. He stated that he would like to receive feedback from citizens regarding Progressive services before their next meeting.

Councilmember Reed stated that staff is looking into various funding mechanisms regarding the municipal shooting range. Once a financial mechanism is solidified, the project can move forward. He asked that Mr. Roland keep the Mayor and Council up to date with this project.

Council member Arendell stated that everyone seems to be receptive to the Quiet Zone installation as long as the unattractive reflective bollards are not installed down the middle of Gordon Street. HGR is going back to the drawing board; staff is waiting to hear back from them.

Councilmember Adame reminded citizens of the workshop being held on October 9, 2014 at 6:00 p.m. regarding the detention area located at Kost St. and South St. located within District E.

**CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:**

*Section 551.071(2) - Attorney consultation to receive attorney advice and counsel in connection with the City's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.*

**CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN**

*Section 551.071(2) - Attorney consultation to receive attorney advice and counsel on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.*

Mayor Horn convened the meeting to closed session at 7:55 p.m.

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened the meeting to open session at 8:57p.m.

**ADJOURNMENT**

Council member Droege moved to adjourn the meeting at 8:57 p.m. Seconded by Council member Adame; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**WORKSHOP/SPECIAL**  
**CITY COUNCIL MEETING**  
**THURSDAY OCTOBER 9, 2014**  
**6:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in *Workshop* and *Special Session* at 6:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-Tem Terry Droege and Council members: Gabe Adame, Scott Reed, Brad Richards, Roger Stuksa, and Keith Thompson. Also present: Junru Roland, Interim City Manager, and Dixie Roberts, City Clerk.

**INVOCATION**

Ms. Janette Stuksa gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Horn led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge of Allegiance to the Texas Flag.

**PURPOSE OF THE WORKSHOP:** 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.

Michelle Segovia, City Engineer reviewed the following information:

**Proposed Ultimate Improvements to the M-1 Watershed Based on the 2011 study:**

- Detention ponds at Kost, Moller, and Durant, Storm sewer improvements along Stadium, Moller and Durant St.
- Regional detention pond at Johnson Street.
- 10' bottom width diversion channel from Moller to Johnson Street. M-1 ditch culvert improvements at Coombs St., Dumble St, Kost St. and the Park Box Structure.
- 2 additional 6'x6' box culverts at FM1462.

Expected Results:

- Alleviates all the problem areas within the M-1 Ditch Watershed.
- Provides potential drainage outfalls for future development.

**Proposed Phase I Improvements Based on the 2014 Study Update:**

- Construct a detention pond on the 15.8 acres obtained on the northwest corner of the Kost and South intersection.
- Construct a detention pond on the 5 acres obtained on the northwest corner of Durant and South.
- Storm sewer improvements along Moller, Durant, and Stadium

**Pond Cost Estimates:**

- Wetlands Pond- \$2,177,376
- Wet Pond- \$2,362,707
- Dry Pond- \$1,499,886

**Cost Estimates for Storm Sewer Improvements:**

- Moller Drive System- \$3,652,826
- Durant Road (w/detention pond)- \$3,176,475
- Stadium Drive System- \$654,920

**Proposed Project Phasing:**

- Phase 1- Kost Pond (Dry Pond Design)- \$1,499,886
- Phase 2- Durant Road (w/detention pond)- \$3,176,475
- Phase 3- Moller Drive System- \$3,652,826
- Phase 4- Stadium Drive System- \$654,920

**Total: \$8,984,107**

Workshop discussion was had on proposed detention pond designs.

**CALL SPECIAL SESSION TO ORDER**

Mayor Horn called the Special Council Session to order at 6:49 p.m.

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.

There is no cost to terminate said agreement. Texas A&M will remove a 12x10 storage building that was placed onsite.

Council member Reed moved to approve 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 authorizing the Mayor to sign. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider authorizing staff to research alternative construction methods for the proposed detention basin at Kost Road and South Street.

Council member Droege moved to authorize staff to research alternative construction methods for the proposed detention basin at Kost Road and South Street. Seconded by Council member Richards.

Discussion continued on partnering with the Brazoria County Conservation & Reclamation District 3 to begin dirt excavation onsite. Ms. Segovia stated that a preliminary design for this project has been done; Staff believes that a cut fill design plan should be completed by the engineer to ensure sequence to the design.

Ms. Segovia recommends the installation of a dry pond similar to what has been done at Fairview Jr. High. Have the engineering consultant finish the design as a dry pond. Go out for sealed bids and then re-evaluate.

Mayor Horn stated that the C&R District and the city are partners; they are willing to help with this project, why not move forward. If the city goes out for bid it will be until after the first of the year before this project can begin.

Discussion continued on the amount of time needed for the excavation and hauling of the dirt from the location.

Ms. Segovia stated that staff would like Dannenbaum to finish the design of XYZ dry pond. Meet with the C&R District to verify the responsibilities of each party; have this spelled out in agreement form and in the meantime receive estimates from contractors. Staff will gather all of this information and bring it back before Council for consideration.

Motion carried on a vote of 4 Ayes, with Councilmember Adame and Council member Stuksa voting No.

Council member Reed moved to authorize staff proceed with the design of a **dry** detention pond. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

**ADJOURNMENT**

Council member Thompson moved to adjourn said meeting at 7:15 p.m. Seconded by Council member Reed; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 10/23/2014

Submitted By: Junru Roland

## **SUBJECT:**

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Receive and acknowledge the monthly financial report for September, 2014.

## **DISCUSSION:**

---

A monthly report has been prepared and submitted to the Council for review.

## **RECOMMENDATION:**

---

Move to acknowledge receipt of the September, 2014 financial report.

## **ATTACHMENTS:**

---

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

Submitted by:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.15 12:54:23  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.10.15 12:54:31 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=jkacz@cityofalvin.com, c=US  
Date: 2014.10.15 16:35:25 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:08:07 -05'00'

City Manager



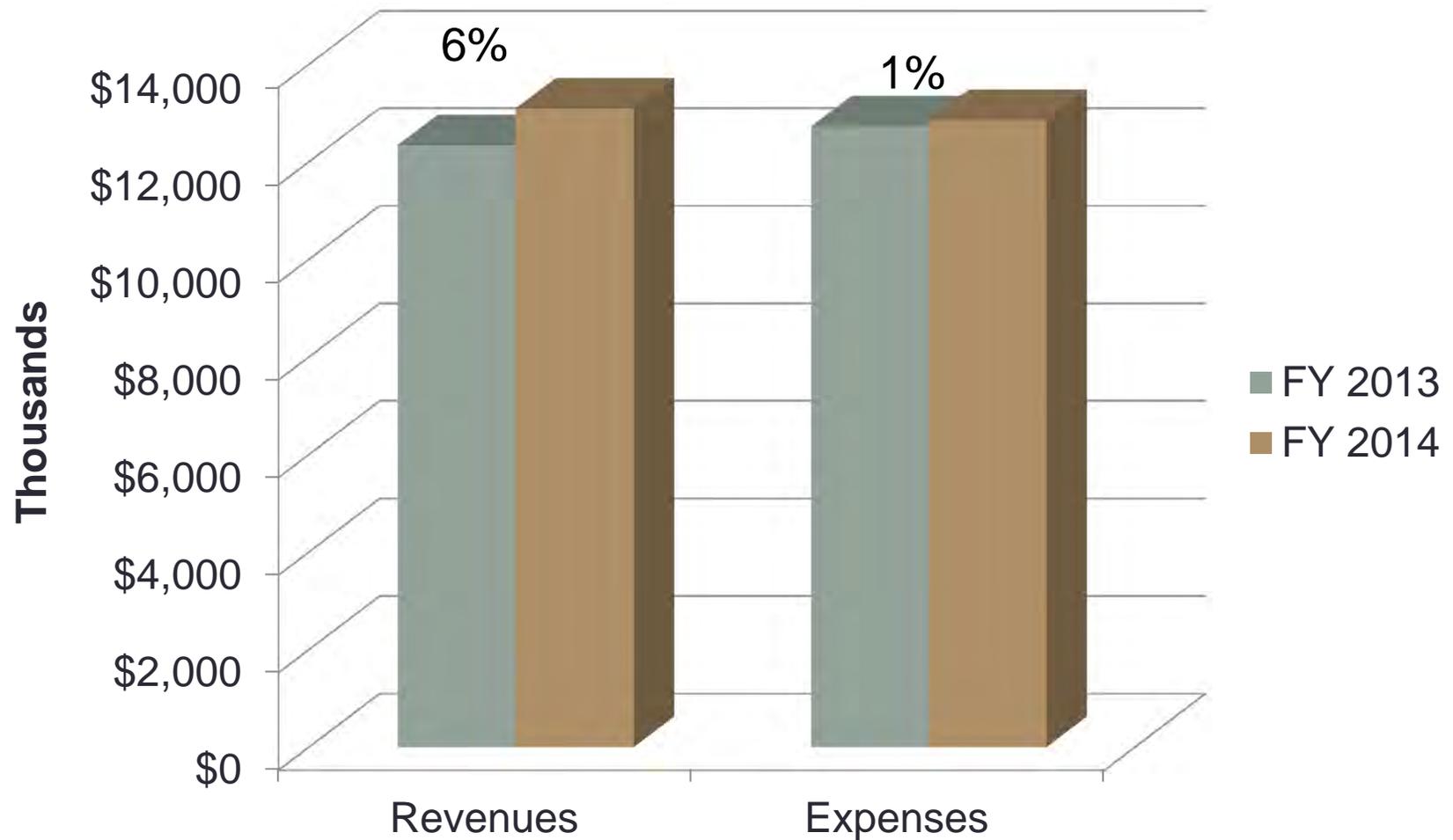
# CITY OF ALVIN

Monthly Financial Summary

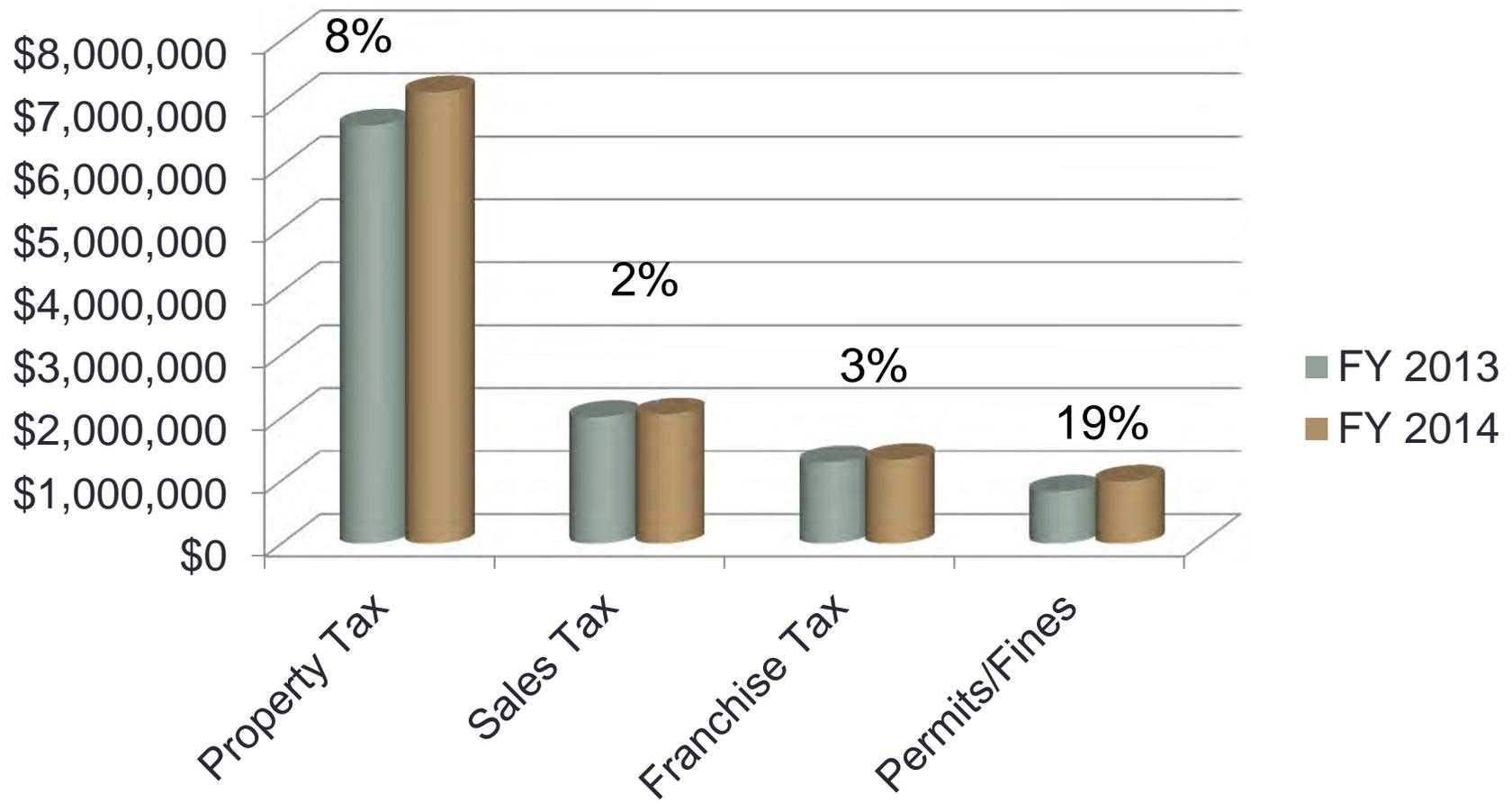
September 30, 2014 (pre-audit)

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# General Fund Revenue & Expense Comparison



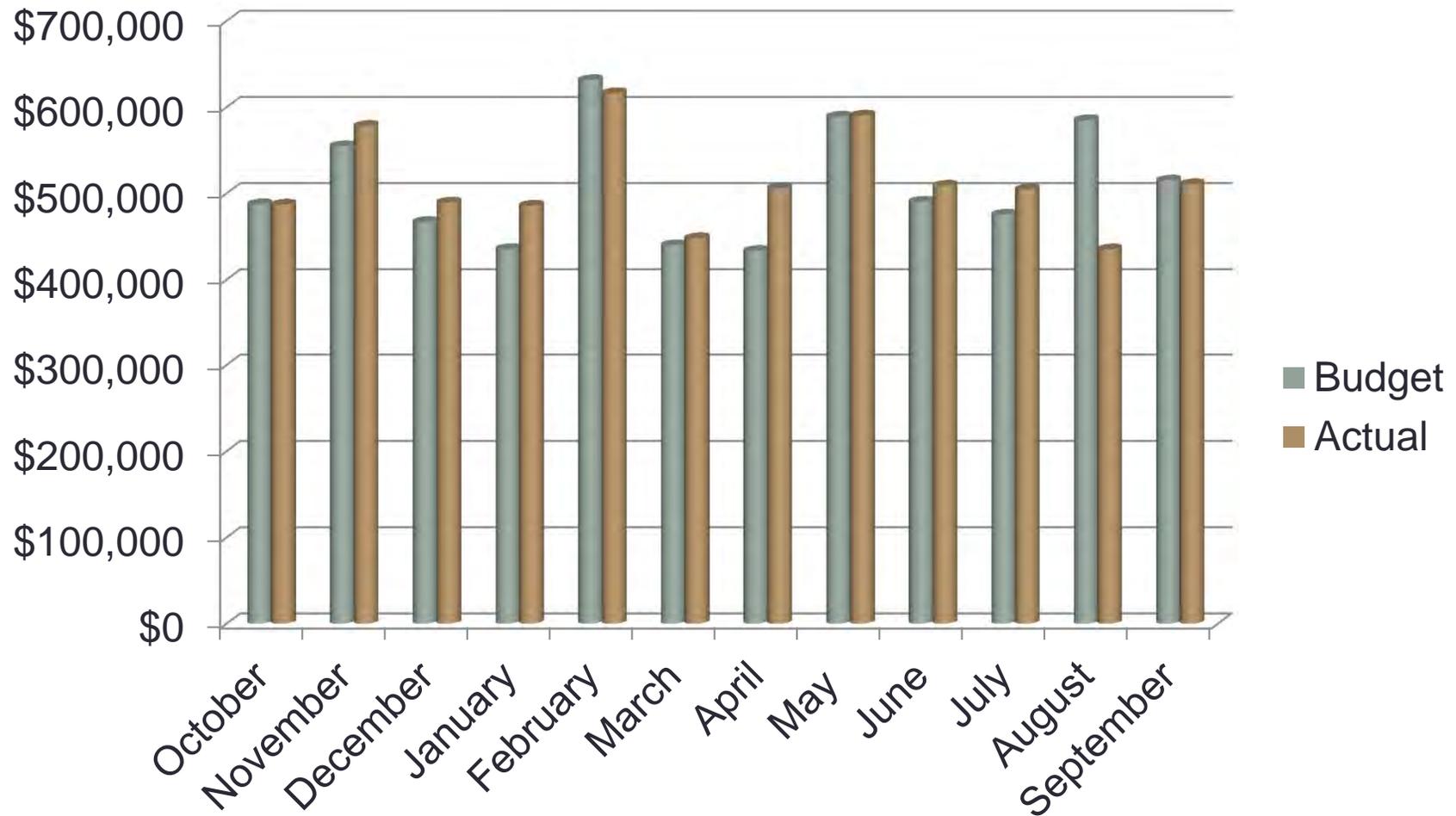
# General Fund Major Revenue Comparison as of September 30, 2014



# Sales Tax Revenues

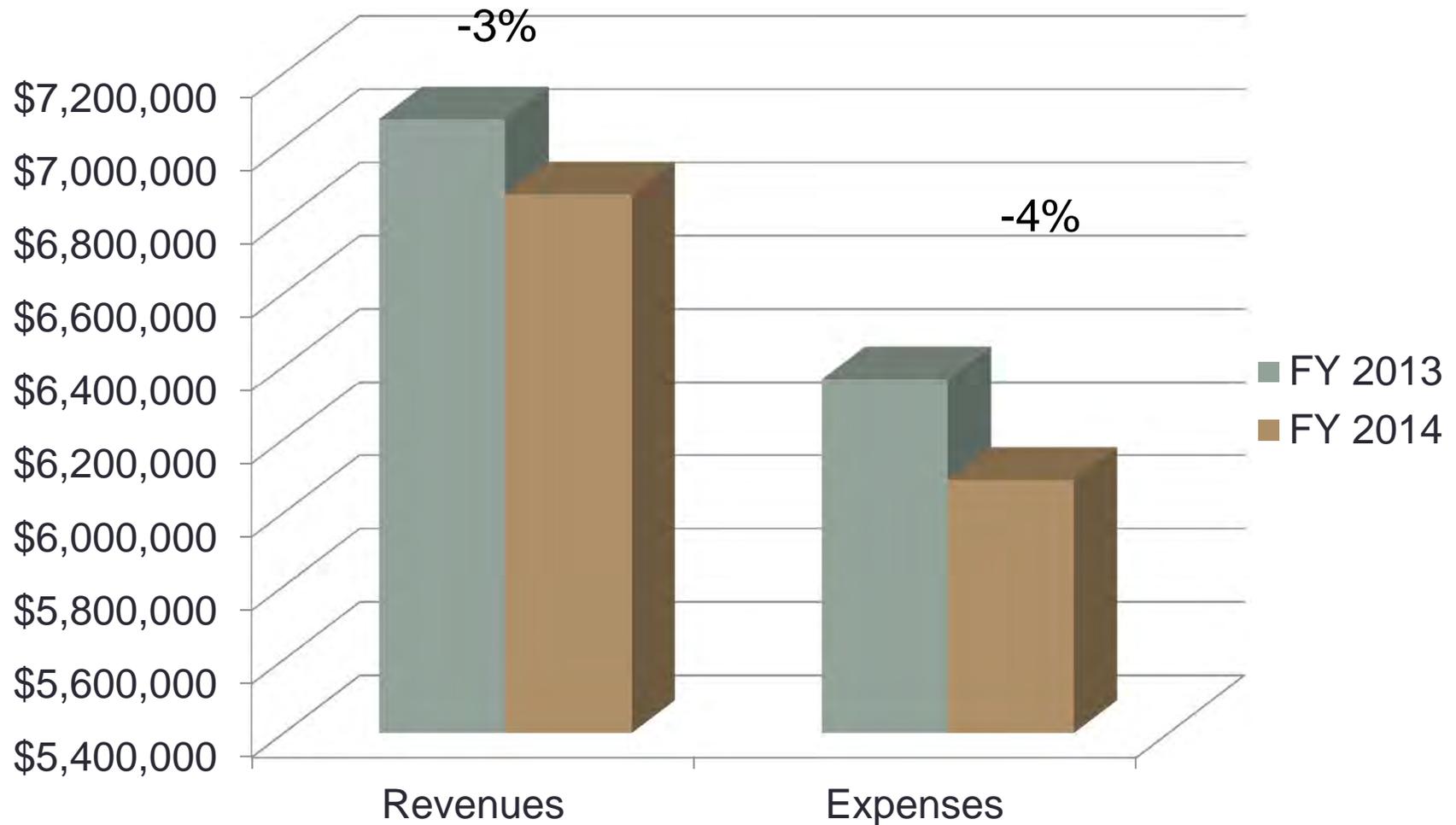
## Budget vs. Actual

### FY 2013-14

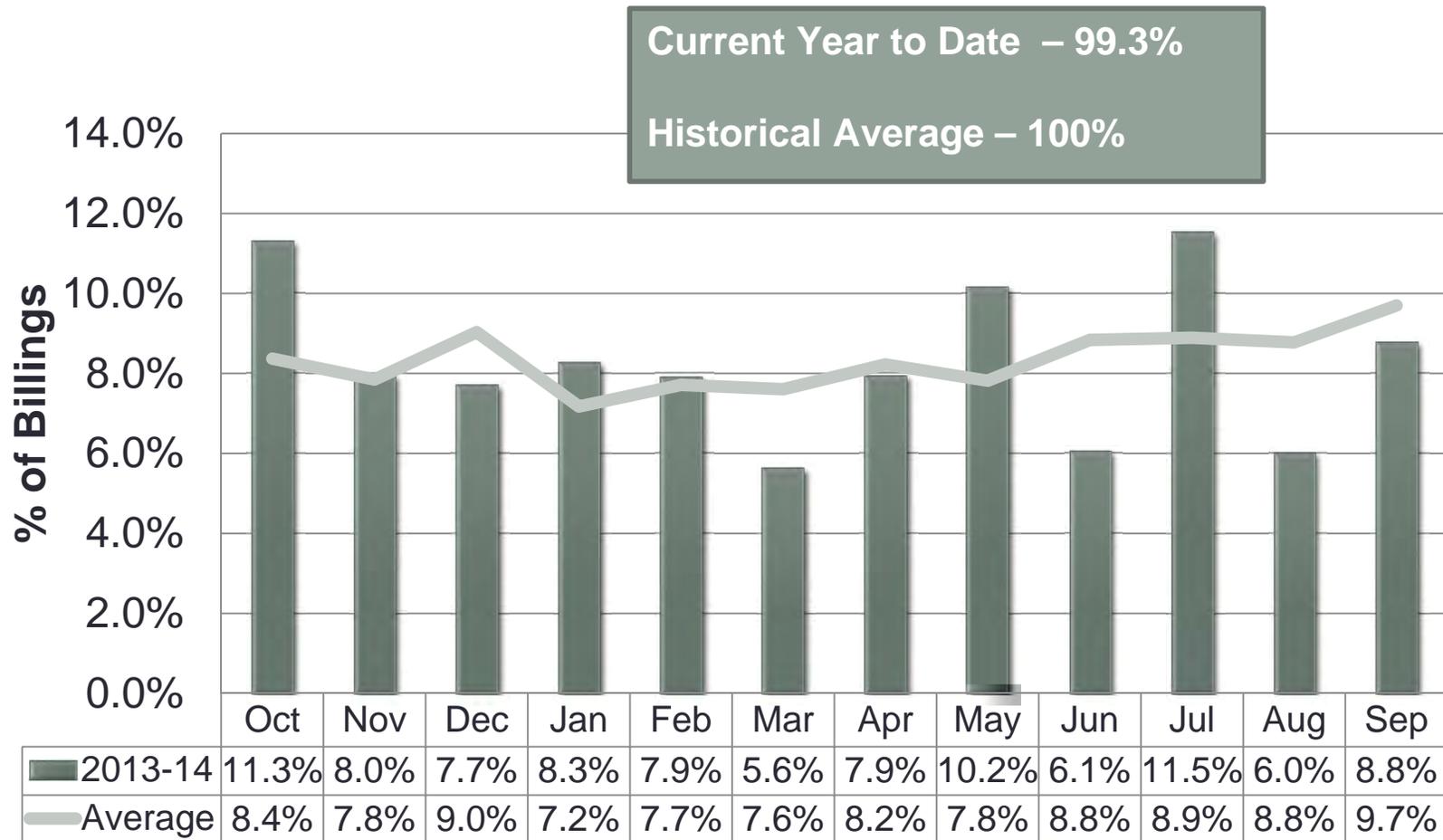


# Utility Fund

## Revenue & Expense Comparison

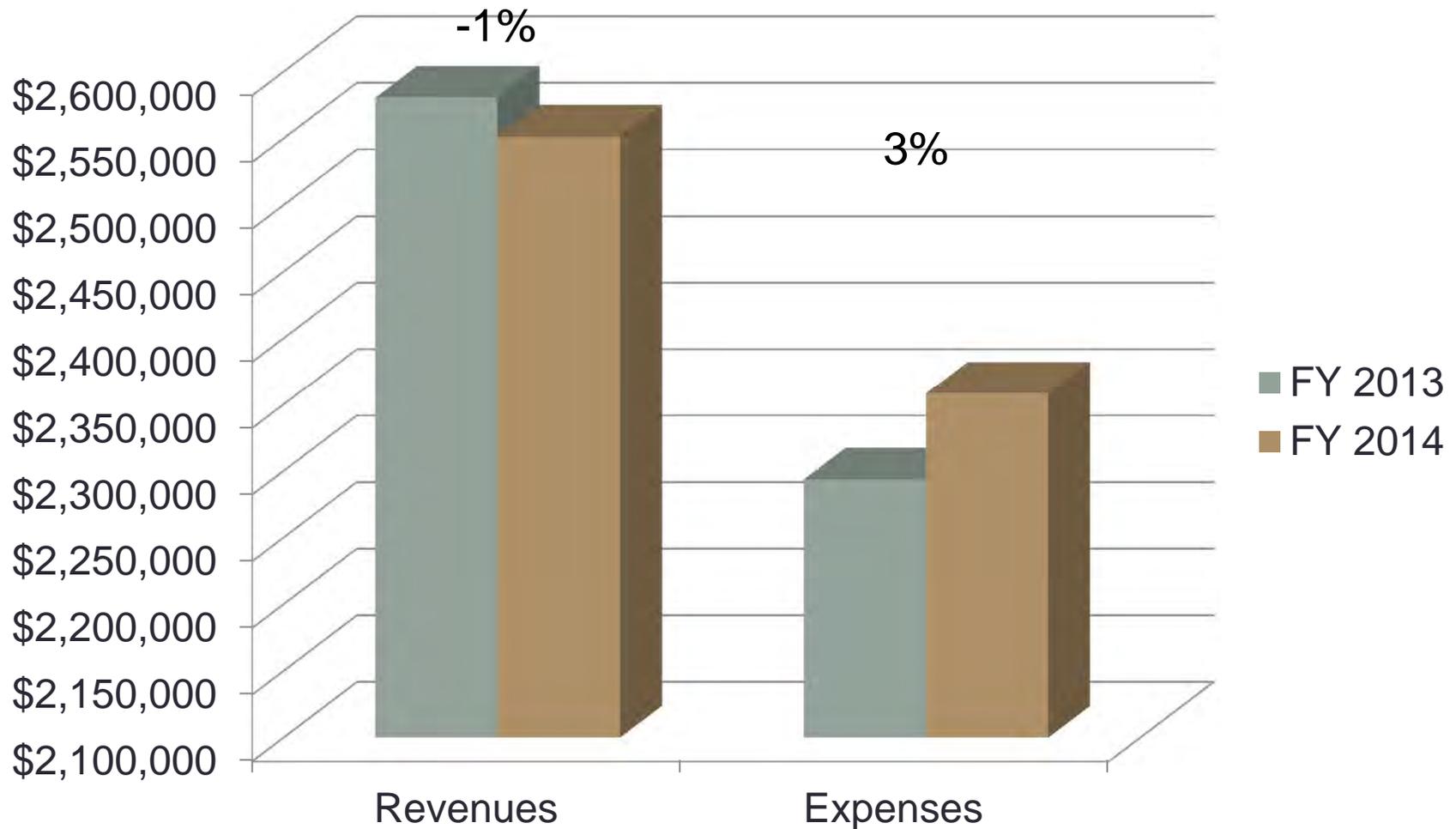


## 2013-14 Analysis of Water & Sewer Billings

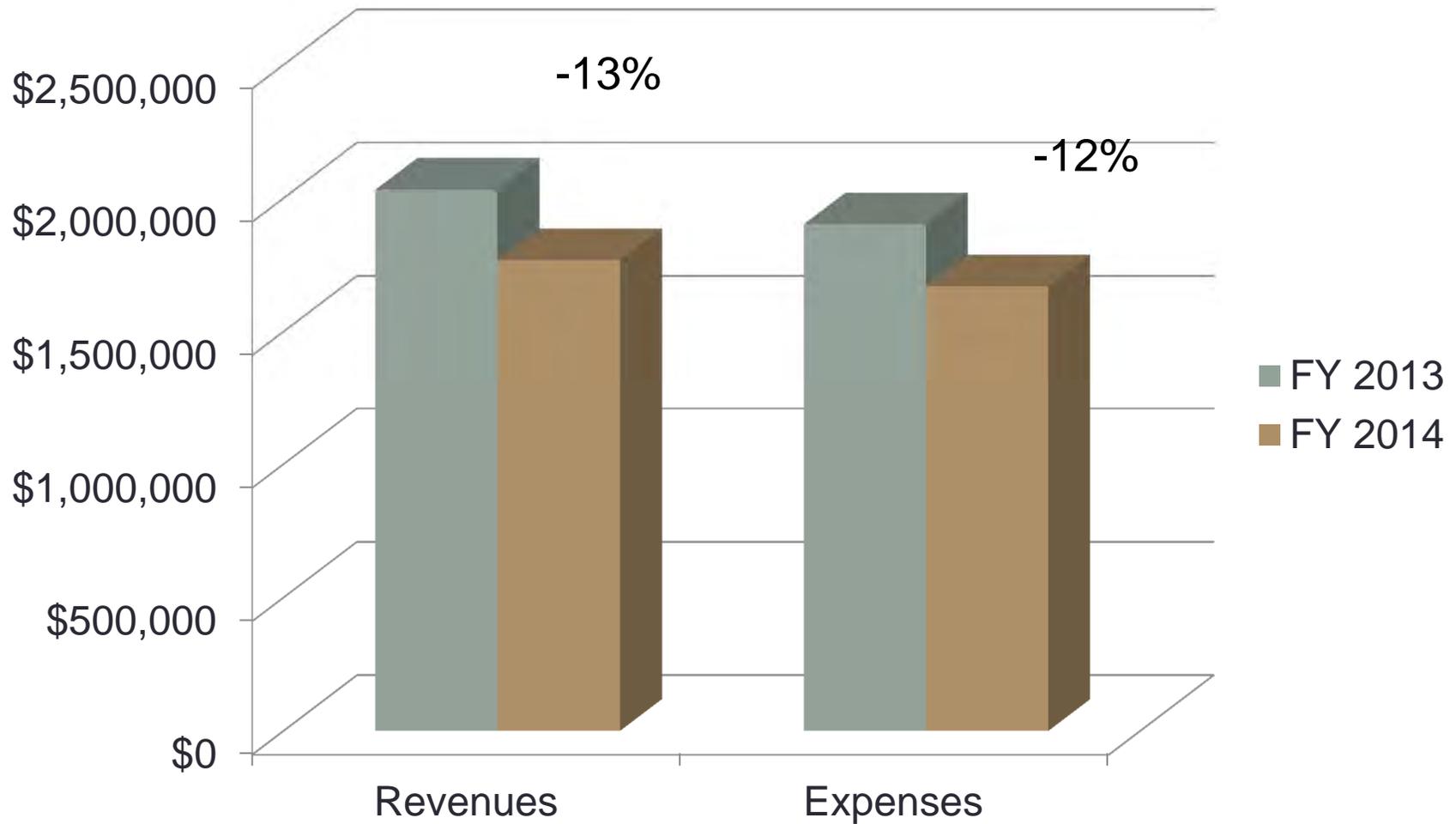


Line - 5 year history of the % of total annual billings per month.  
 Bar - % of the 2013-14 budgeted revenues billed per month.

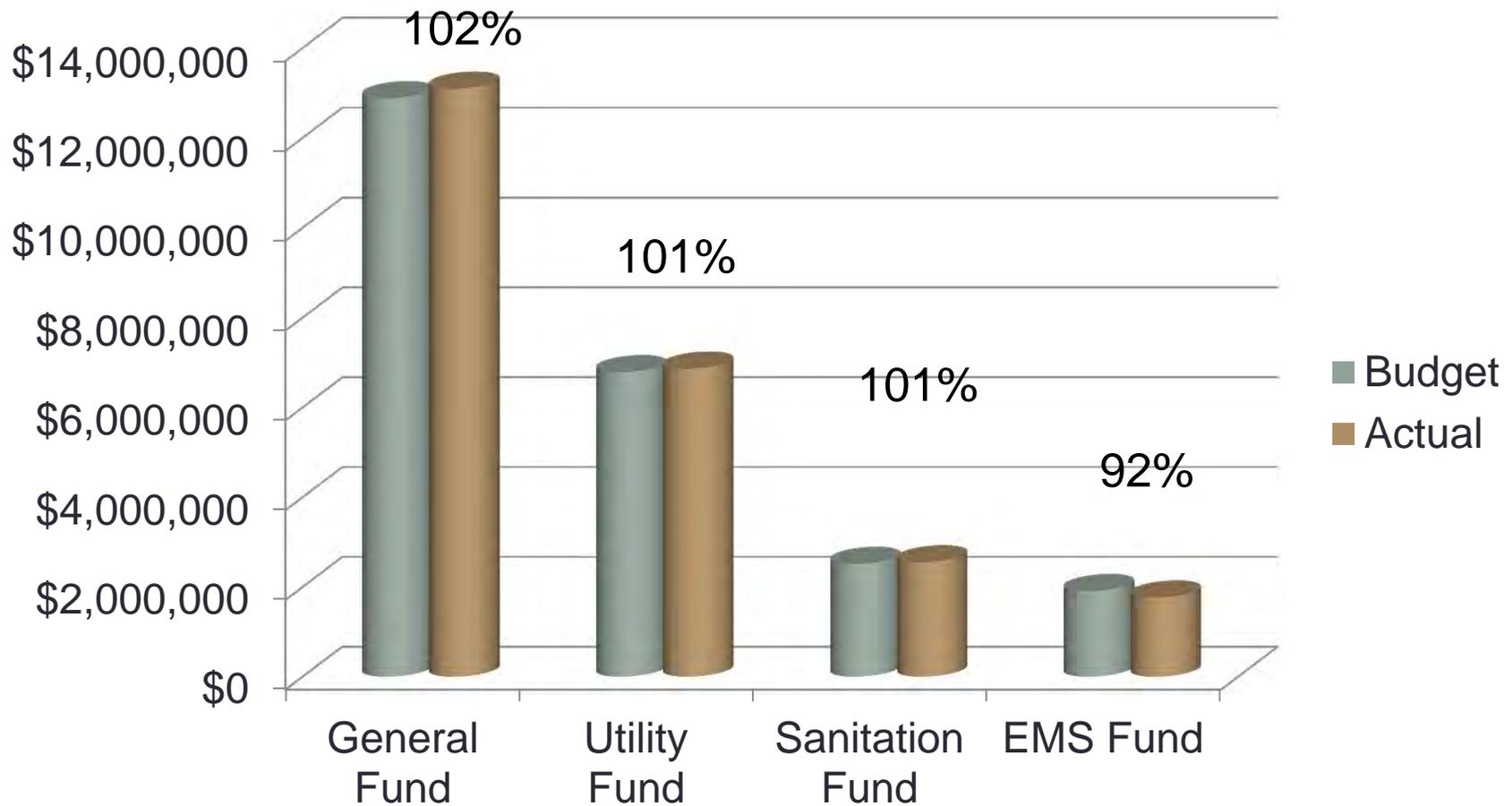
# Sanitation Fund Revenue & Expense Comparison



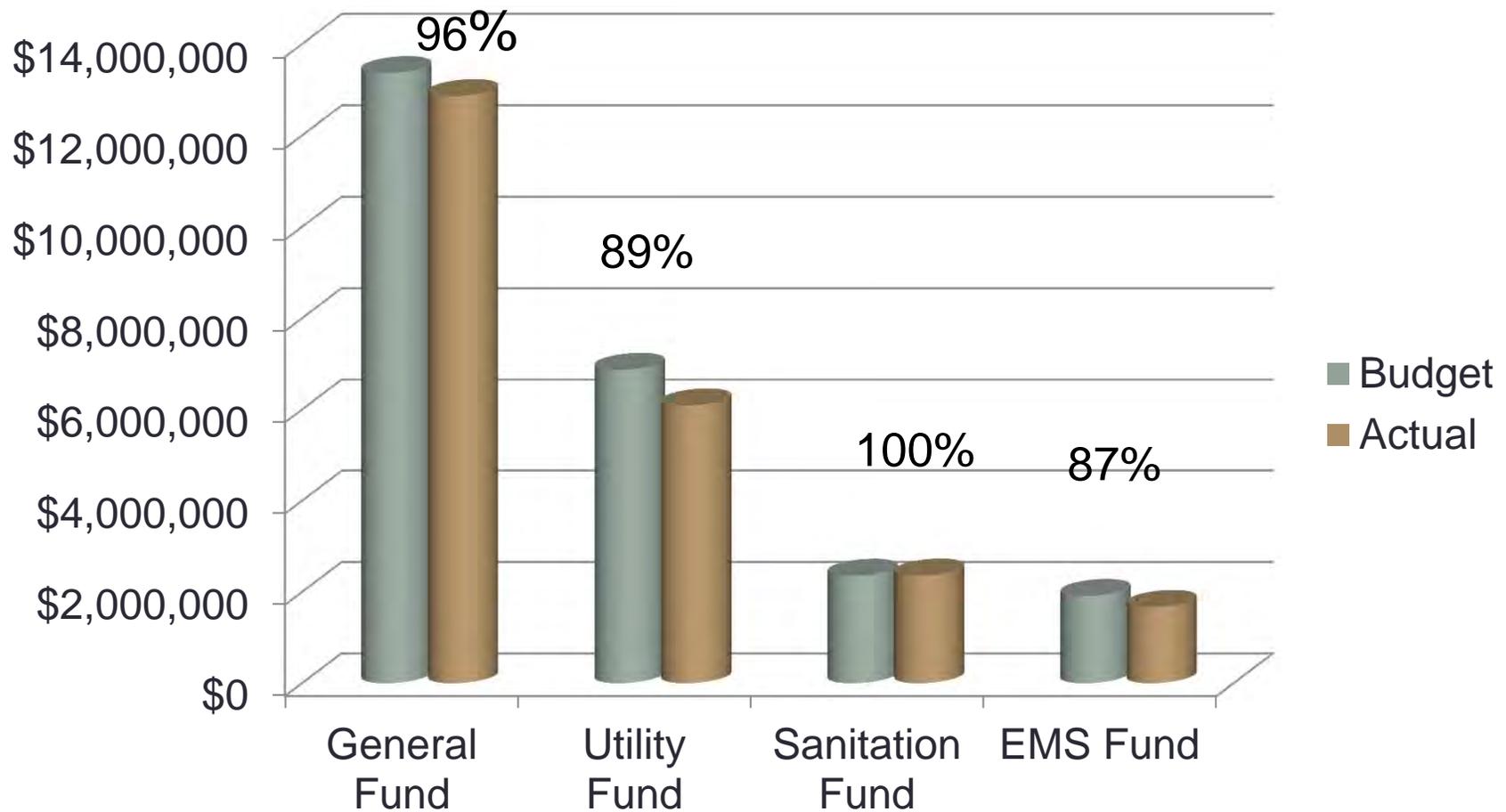
# EMS Fund Revenue & Expense Comparison



# Operating Revenues Budget vs. Actual as of September 30, 2014 (100% of FY)



# Operating Expenditures Budget vs. Actual as of September 30, 2014 (100% of FY)



# Cash and Investments as of September 30, 2014

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 4,617,340
UTILITY FUND	5,590,684
SPECIAL REVENUE FUNDS *	1,169,609
TIRZ	148,049
CEMETERY FUND	466,397
SANITATION FUND	1,412,315
EMS FUND	966,001
CAPITAL PROJECTS (GOVERNMENTAL) **	5,212,369
CAPITAL PROJECTS (UTILITY) ***	2,692,403
INTERNAL SERVICE FUNDS ****	1,761,898
<b>Total</b>	<b>\$ <u>24,037,065</u></b>

- \* Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- \*\* Sales Tax Fund and Governmental Bond Funds
- \*\*\* Utility Bond Funds
- \*\*\*\* Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds



**CITY OF ALVIN**

**MAJOR FUND RECAP**

**For the period ending 09/30/2014**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2014**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>GENERAL FUND</b>								
<b><u>REVENUES</u></b>								
GENERAL PROPERTY TAXES	43,989	12,133	-72%	6,645,737	7,172,495	8%	7,159,717	(12,778)
SALES TAXES	190,323	170,278	-11%	2,013,524	2,054,184	2%	2,034,840	(19,344)
OTHER TAXES	8,052	-	0%	25,235	25,569	1%	25,000	(569)
FRANCHISE TAXES	24,681	7	-100%	1,292,706	1,330,258	3%	1,321,000	(9,258)
PERMITS AND LICENSES	36,568	42,171	15%	425,157	487,531	15%	358,450	(129,081)
FINES AND FORFEITURES	43,935	42,946	-2%	405,116	500,407	24%	468,200	(32,207)
OTHER INCOME	87,399	127,708	46%	513,858	504,225	-2%	495,277	(8,948)
INTRAGOVERNMENTAL	62,501	85,217	36%	1,022,602	1,022,601	0%	1,022,602	1
<b>TOTAL REVENUES</b>	<b>497,449</b>	<b>480,460</b>	<b>-3%</b>	<b>12,343,935</b>	<b>13,097,270</b>	<b>6%</b>	<b>12,885,086</b>	<b>(212,183)</b>
<b><u>EXPENDITURES</u></b>								
CITY COUNCIL	5,448	6,412	18%	53,452	54,942	3%	55,456	514
CITY CLERK	30,365	24,989	-18%	243,165	246,369	1%	259,487	13,118
CITY ATTORNEY	86,187	54,995	-36%	459,559	425,326	-7%	420,558	(4,768)
CITY MANAGER	27,519	9,759	-65%	272,624	344,034	26%	351,032	6,999
ECONOMIC DEVELOPMENTS	19,064	25,132	32%	177,770	241,736	36%	251,098	9,362
FINANCE	41,369	43,721	6%	390,722	419,515	7%	420,169	654
COURT	15,037	21,619	44%	157,896	160,996	2%	162,934	1,937
HUMAN RESOURCES	9,350	9,408	1%	101,000	94,745	-6%	130,476	35,731
CITY HALL	12,631	7,954	-37%	97,393	112,798	16%	126,934	14,136
CODE ENFORCEMENT	12,587	23,291	85%	69,851	133,577	91%	127,188	(6,389)
POLICE	594,182	661,108	11%	6,093,579	6,156,424	1%	6,217,833	61,409
FIRE	113,336	93,878	-17%	811,617	841,696	4%	858,701	17,004
ENGINEERING	58,331	64,024	10%	577,490	438,386	-24%	599,241	160,855
PARKS AND RECREATION	140,346	110,281	-21%	1,481,420	1,222,104	-18%	1,299,265	77,161
LIBRARY	9,827	5,731	-42%	103,633	100,316	-3%	112,844	12,528
NON-DEPARTMENTAL	114,789	202,752	77%	1,632,827	1,866,283	14%	1,968,715	102,431
<b>TOTAL EXPENDITURES</b>	<b>1,290,367</b>	<b>1,365,054</b>	<b>6%</b>	<b>12,723,998</b>	<b>12,859,249</b>	<b>1%</b>	<b>13,361,931</b>	<b>502,682</b>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					238,021			
BEGINNING FUND BALANCE					4,514,129			
ENDING FUND BALANCE					<u>4,752,150</u>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 09/30/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>HOTEL FUND</b>								
<b><u>REVENUES</u></b>								
OCCUPANCY TAXES	27,174	10,993	-60%	278,169	298,394	7%	287,400	(10,994)
OTHER OPERATING INCOME	996	635	-36%	7,290	11,065	52%	6,200	(4,865)
<b>TOTAL REVENUES</b>	<b>28,170</b>	<b>11,628</b>	<b>-59%</b>	<b>285,459</b>	<b>309,459</b>	<b>8%</b>	<b>293,600</b>	<b>(15,859)</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	7,731	8,870	15%	75,520	87,099	15%	105,319	18,220
SUPPLIES	1,365	169	-88%	6,670	3,861	-42%	7,600	3,739
CONTRACT SERVICES	8,578	2,801	-67%	91,342	134,849	48%	153,250	18,401
DEBT SERVICE	-	-		18,754	19,551	4%	19,551	0
INTERFUND TRANSFERS	157	140	-11%	1,883	1,682	-11%	1,682	(0)
<b>TOTAL EXPENDITURES</b>	<b>17,831</b>	<b>11,981</b>	<b>49%</b>	<b>194,169</b>	<b>247,042</b>	<b>27%</b>	<b>287,402</b>	<b>40,360</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					62,417			
BEGINNING FUND BALANCE					595,380			
ENDING FUND BALANCE					<b>657,797</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 09/30/2014**

**UTILITY FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>%</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	656,758	578,125	-12%	6,838,666	6,612,645	-3%	6,643,280	30,635
OTHER OPERATING INCOME	363,180	16,555	-95%	235,502	257,031	9%	146,835	(110,196)
<b>TOTAL REVENUES</b>	<b>1,019,939</b>	<b>594,680</b>	<b>-42%</b>	<b>7,074,167</b>	<b>6,869,676</b>	<b>-3%</b>	<b>6,790,115</b>	<b>(79,561)</b>

**EXPENDITURES**

WATER	70,663	84,610	20%	923,725	1,036,773	12%	1,265,371	228,598
SEWER	34,206	63,423	85%	819,615	620,031	-24%	980,941	360,909
WASTEWATER TREATMENT	73,178	76,925	5%	698,659	657,014	-6%	919,421	262,407
ADMINISTRATION	40,306	35,058	-13%	300,542	347,196	16%	353,183	5,986
BILLING AND COLLECTIONS	44,796	31,968	-29%	262,905	233,918	-11%	264,507	30,589
PUBLIC SERVICES FACILITY	13,049	2,767	-79%	85,686	86,463	1%	92,820	6,357
CODE ENFORCEMENT PROGRAM	7,913	3,073	-61%	21,057	30,934	47%	37,803	6,869
OTHER REQUIREMENTS	61,662	122,663	99%	1,127,301	1,029,406	-9%	1,054,578	25,172
<b>TOTAL OPERATING EXPENDITURES</b>	<b>345,772</b>	<b>420,487</b>	<b>22%</b>	<b>4,239,490</b>	<b>4,041,736</b>	<b>-5%</b>	<b>4,968,623</b>	<b>926,887</b>
TRANSFERS TO DEBT SERV. FUND	157,084	158,348	1%	2,124,920	2,046,862	-4%	1,900,178	(146,684)
CAPITAL PROJECTS			0%			0%		
<b>TOTAL EXPENDITURES</b>	<b>502,856</b>	<b>578,835</b>	<b>15%</b>	<b>6,364,410</b>	<b>6,088,598</b>	<b>-4%</b>	<b>6,868,801</b>	<b>780,204</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

781,078

BEGINNING NET OPERATING ASSETS

3,208,354

-

ENDING NET OPERATING ASSETS

**3,989,432**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2014**

**SANITATION FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>REVENUES</b>								
CHARGES FOR SERVICES	230,089	213,677	-7%	2,578,086	2,548,571	-1%	2,476,218	(72,353)
OTHER OPERATING INCOME	204	201	-1%	2,513	2,643	5%	41,000	38,357
<b>TOTAL REVENUES</b>	<b>230,293</b>	<b>213,878</b>	<b>-7%</b>	<b>2,580,599</b>	<b>2,551,214</b>	<b>-1%</b>	<b>2,517,218</b>	<b>(33,996)</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	342,127	527,686	54%	2,049,372	2,105,603	3%	2,101,101	(4,502)
INTERFUND TRANSFERS	12,701	12,809	1%	213,403	223,348	5%	223,348	(0)
DEBT SERVICE	-	-	0%	30,743	29,386	-4%	29,386	0
<b>TOTAL EXPENDITURES</b>	<b>354,829</b>	<b>540,495</b>	<b>52%</b>	<b>2,293,517</b>	<b>2,358,337</b>	<b>3%</b>	<b>2,353,835</b>	<b>(4,502)</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					192,877			
<b>BEGINNING NET OPERATING ASSETS</b>					1,056,118			
<b>ENDING NET OPERATING ASSETS</b>					<b>1,248,995</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 09/30/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>EMS FUND</b>								
<b><u>REVENUES</u></b>								
CHARGES FOR SERVICES	300,150	189,368	-37%	2,016,115	1,756,662	-13%	1,903,000	146,338
OTHER OPERATING INCOME	124	119	-4%	15,706	10,662	-32%	8,500	(2,162)
<b>TOTAL REVENUES</b>	<b>300,275</b>	<b>189,488</b>	<b>-37%</b>	<b>2,031,821</b>	<b>1,767,324</b>	<b>-13%</b>	<b>1,911,500</b>	<b>144,176</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	130,973	112,413	-14%	1,210,766	1,102,868	-9%	1,228,231	125,363
SUPPLIES	24,261	16,941	-30%	207,658	164,010	-21%	214,164	50,154
CONTRACT SERVICES	25,328	28,376	12%	275,357	174,821	-37%	241,844	67,022
DEBT SERVICE	0	0	0%	7,531	8,104	8%	8,151	47
INTERFUND TRANSFERS	14,388	18,291	27%	200,700	219,497	9%	219,497	(0)
<b>TOTAL EXPENDITURES</b>	<b>194,951</b>	<b>176,021</b>	<b>-10%</b>	<b>1,902,012</b>	<b>1,669,301</b>	<b>-12%</b>	<b>1,911,887</b>	<b>242,585</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					98,023			
BEGINNING WORKING CAPITAL					765,102			
ENDING WORKING CAPITAL					<b>863,125</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 09/30/2014

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
<b>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	380,534	340,454	-11%	4,025,834	4,107,141	2%	4,069,679	(37,462)
OTHER OPERATING INCOME	46,647	11,578	-75%	169,525	26,413	-84%	10,000	(16,413)
<b>TOTAL REVENUES</b>	<b>427,181</b>	<b>352,032</b>	<b>-18%</b>	<b>4,195,359</b>	<b>4,133,554</b>	<b>-1%</b>	<b>4,079,679</b>	<b>(53,875)</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	98,183	89,644	-9%	878,323	841,617	-4%	937,446	95,829
PERSONNEL (CODE ENFORCEMENT)	6,998	5,281	-25%	34,105	58,997	73%	69,607	10,610
SUPPLIES	23,597	22,939	-3%	328,134	211,778	-35%	335,925	124,147
CONTRACT SERVICES	162,919	94,190	-42%	1,137,272	1,415,036	24%	1,783,641	368,604
CAPITAL OUTLAY	114,250	229,125	0%	1,137,299	1,372,481	21%	945,566	(426,916)
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	47,255	54,444	15%	534,342	709,468	33%	630,992	(78,476)
<b>TOTAL EXPENDITURES</b>	<b>453,202</b>	<b>495,623</b>	<b>9%</b>	<b>4,049,474</b>	<b>4,609,378</b>	<b>14%</b>	<b>4,703,176</b>	<b>93,799</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(475,824)			
BEGINNING FUND BALANCE					6,255,196			
ENDING FUND BALANCE					<u>5,779,372</u>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 09/30/2014

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>SHOP FUND</b>								
<b><u>REVENUES</u></b>								
INTRA GOVERNMENTAL TRANSFERS	46,880	39,313	-16%	524,552	472,009	-10%	472,009	0
OTHER OPERATING INCOME	4	3	-19%	170	6,673	3815%	-	(6,673)
<b>TOTAL REVENUES</b>	<b>46,883</b>	<b>39,316</b>	<b>19%</b>	<b>524,723</b>	<b>478,682</b>	<b>-9%</b>	<b>472,009</b>	<b>(6,673)</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	12,709	20,761	63%	167,916	184,732	10%	198,352	13,620
SUPPLIES	26,918	10,036	-63%	136,556	142,439	4%	171,655	29,216
CONTRACT SERVICES	33,415	31,689	-5%	147,939	237,935	61%	222,410	(15,525)
INTERFUND TRANSFERS	786	833	6%	9,430	9,997	6%	9,997	567
<b>TOTAL EXPENDITURES</b>	<b>73,828</b>	<b>63,319</b>	<b>-14%</b>	<b>461,841</b>	<b>575,103</b>	<b>25%</b>	<b>602,414</b>	<b>27,878</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(96,421)			
BEGINNING OPERATING ASSETS					283,388			
ENDING OPERATING ASSETS					<b>186,967</b>			



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 10/23/2014

Submitted By: Junru Roland

## SUBJECT:

Receive and acknowledge receipt of the quarterly investment report for the quarter ending September 30, 2014.

## DISCUSSION:

Per the Public Funds Investment Act of Texas and the City's investment policy, a quarterly investment report for the period ending September 30, 2014 has been prepared and submitted for Council's review.

## RECOMMENDATION:

Move to acknowledge receipt of the quarterly investment report ending September 30, 2014.

## ATTACHMENTS:

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

Submitted by:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.15 11:48:07  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.10.15 11:48:17 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=jkacz@cityofalvin.com, c=US  
Date: 2014.10.15 16:36:07 -05'00'

City Attorney

Approved By:

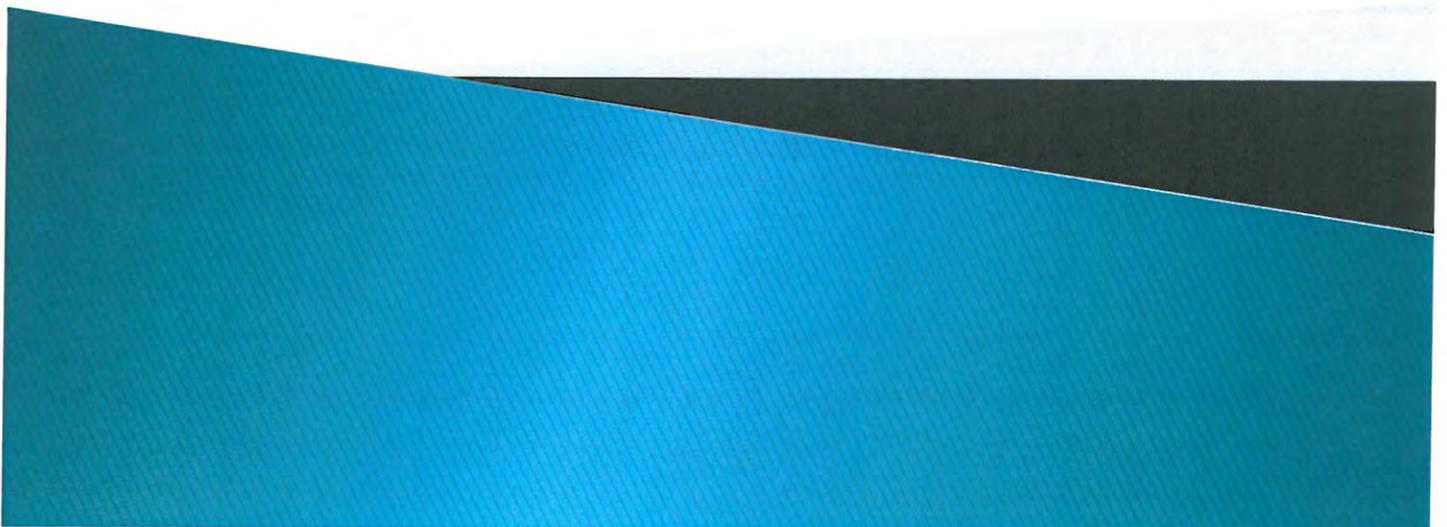
Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:08:34 -05'00'

City Manager

# City of Alvin

Quarterly Investment Report  
as of  
September 30, 2014



**City of Alvin**  
**Investment Report**  
**For the Period Ending September 30, 2014**

	Beginning Balance October 1, 2013	Ending Balance September 30, 2014
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 11,078,764	\$ 9,102,289
Texpool		
Book Value	10,232,207	10,235,651
Market Value	10,232,207	10,235,651
TexStar		
Book Value	\$ 2,326,511	\$ 2,313,757
Market Value	2,326,511	2,313,757
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ -	\$ 1,245,791
Market Value	-	1,245,791
Par Value	-	1,250,000
<b>Money Market</b>		
Book Value	\$ 1,774,443	\$ 1,774,976
Market Value	1,774,443	1,774,976
<b>Municipal Bonds</b>		
Book Value	\$ 1,325,045	\$ -
Market Value	1,325,045	-
Par Value	1,320,000	-
<b>Total Portfolio</b>		
Book Value	\$ 26,736,970	\$ 24,672,464
Market Value	26,736,970	24,672,464
Par Value	26,731,925	24,676,673
Weighted Average Maturity (in Days)**		35
Weighted Average Yield-to-Maturity **		0.0630%
Current YTD Interest Earnings		
Accrued Interest	\$	1,536
<b>Comparative Yields</b>		
3 month Treasury Bill		0.02%
6 month Treasury Bill		0.03%
2 Year Treasury Note		0.58%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

City of Alvin  
 Summary Investment Report  
 Quarter Ending 09/30/2014

Current Date: 9/30/2014

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.0317				100,152.91	100.000	100,152.91	100,152.91	100.000	100,152.91	1	0.0317
General Fund	TexPool	LGIP		0.0300				4,336,984.87	100.000	4,336,984.87	4,336,984.87	100.000	4,336,984.87	1	0.0300
General Fund	DWS-GCIS	MMKT		0.0300				1,774,976.23	100.000	1,774,976.23	1,774,976.23	100.000	1,774,976.23	1	0.0300
Utility Fund	TexSTAR	LGIP		0.0317				10,102.19	100.000	10,102.19	10,102.19	100.000	10,102.19	1	0.0317
Utility Fund	TexPool	LGIP		0.0300				891,690.78	100.000	891,690.78	891,690.78	100.000	891,690.78	1	0.0300
Utility Fund	TexPool	LGIP		0.0300				523,744.00	100.000	523,744.00	523,744.00	100.000	523,744.00	1	0.0300
Utility Fund	CD	CD	065680HZ6	0.2500	6/4/2014	12/4/2014		250,000.00	100.000	250,000.00	249,915.00	99.905	249,915.00	65	0.2500
Utility Fund	CD	CD	87164DEQ9	0.3000	5/29/2014	5/29/2015		250,000.00	100.000	250,000.00	249,580.00	99.678	249,580.00	241	0.3000
Impact Fees	TexSTAR	LGIP		0.0317				100,408.85	100.000	100,408.85	100,408.85	100.000	100,408.85	1	0.0317
Impact Fees	TexPool	LGIP		0.0300				162,657.26	100.000	162,657.26	162,657.26	100.000	162,657.26	1	0.0300
2005 Bonds	TexPool	LGIP		0.0300				281,478.76	100.000	281,478.76	281,478.76	100.000	281,478.76	1	0.0300
2006 Bonds Utility	TexPool	LGIP		0.0300				810,438.61	100.000	810,438.61	810,438.61	100.000	810,438.61	1	0.0300
2008 Bonds Utility	TexPool	LGIP		0.0300				585,017.79	100.000	585,017.79	585,017.79	100.000	585,017.79	1	0.0300
Sanitation Fund	TexPool	LGIP		0.0300				67,575.33	100.000	67,575.33	67,575.33	100.000	67,575.33	1	0.0300
Sanitation Fund	TexSTAR	LGIP		0.0317				231,462.48	100.000	231,462.48	231,462.48	100.000	231,462.48	1	0.0317
Sales Tax Fund	TexSTAR	LGIP		0.0317				23,976.13	100.000	23,976.13	23,976.13	100.000	23,976.13	1	0.0317
Sales Tax Fund	TexPool	LGIP		0.0300				1,628,545.09	100.000	1,628,545.09	1,628,545.09	100.000	1,628,545.09	1	0.0300
Sales Tax Fund	CD	CD	02006LEY5	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	248,740.00	99.585	248,740.00	615	0.5500
Sales Tax Fund	CD	CD	254671U24	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	248,740.00	99.585	248,740.00	615	0.5500
Sales Tax Fund	CD	CD	38147JD58	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	248,816.00	99.668	248,816.00	615	0.5500
2006 Bonds Gov't	TexPool	LGIP		0.0300				194,025.15	100.000	194,025.15	194,025.15	99.668	194,025.15	1	0.0300
2006 Bonds Gov't	TexSTAR	LGIP		0.0317				49,709.30	100.000	49,709.30	49,709.30	100.000	49,709.30	1	0.0317
Debt Service	TexPool	LGIP		0.0300				20,300.75	100.000	20,300.75	20,300.75	100.000	20,300.75	1	0.0300
Cemetery Fund	TexPool	LGIP		0.0300				146,740.18	100.000	146,740.18	146,740.18	100.000	146,740.18	1	0.0300
Cemetery Fund	TexSTAR	LGIP		0.0300				282,613.12	100.000	282,613.12	282,613.12	100.000	282,613.12	1	0.0300
Cemetery Fund	TexPool	LGIP		0.0300				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0300
2013 TAN	TexSTAR	LGIP		0.0317				922,154.14	100.000	922,154.14	922,154.14	100.000	922,154.14	1	0.0317
Hotel Motel Fund	TexPool	LGIP		0.0300				73,960.22	100.000	73,960.22	73,960.22	100.000	73,960.22	1	0.0300
Special Investigation	TexSTAR	LGIP		0.0317				61,061.48	100.000	61,061.48	61,061.48	100.000	61,061.48	1	0.0317
Building Security	TexSTAR	LGIP		0.0317				65,566.35	100.000	65,566.35	65,566.35	100.000	65,566.35	1	0.0317
Court Technology	TexSTAR	LGIP		0.0317				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0317
Donation Fund	TexSTAR	LGIP		0.0317				27,130.90	100.000	27,130.90	27,130.90	100.000	27,130.90	1	0.0317
Hike and Bike	TexSTAR	LGIP		0.0317				-	100.000	-	-	100.000	-	1	0.0317
EMS	TexPool	LGIP		0.0300				91,270.09	100.000	91,270.09	91,270.09	100.000	91,270.09	1	0.0300
EMS	TexSTAR	LGIP		0.0317				19,082.89	100.000	19,082.89	19,082.89	100.000	19,082.89	1	0.0317
Shop	TexSTAR	LGIP		0.0317				113,982.95	100.000	113,982.95	113,982.95	100.000	113,982.95	1	0.0317
Veh.Replacement	TexPool	LGIP		0.0300				371,221.92	100.000	371,221.92	371,221.92	100.000	371,221.92	1	0.0300
Veh.Replacement	TexSTAR	LGIP		0.0317				295,048.33	100.000	295,048.33	295,048.33	100.000	295,048.33	1	0.0317
Seniors Fund	TexSTAR	LGIP		0.0317				11,304.58	100.000	11,304.58	11,304.58	100.000	11,304.58	1	0.0317
								<b>15,574,384.13</b>		<b>15,574,384.13</b>	<b>15,570,175.13</b>		<b>15,570,175.13</b>	<b>35</b>	<b>0.0630</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certifies that, to the best of his knowledge on the date this report was created, the City of Alvin is in compliance with the provisions of Government Code 2256 and the stated policies and strategies of the City of Alvin.



**Junru Roland**  
 Chief Financial Officer



# AGENDA COMMENTARY

Discussion Date: 10/23/2014

Approval Date: 10/23/2014

Submitted By: Dixie Roberts

## SUBJECT:

Consider request from Carrie Holder to close a portion of Kendall Crest Drive on October 31, 2014 from 8:00 p.m. to 11:00 p.m. for the purpose of a Halloween Block Party.

## DISCUSSION:

Ms. Holder contacted my office the first of October with this request. I told her that this would need City Council authorization. Ms. Holder is also requesting the use of city barricades. She has obtained signatures from her neighbors in support of this request.

I informed Ms. Holder that the residents would have to have someone man the barricades to allow residents ingress/egress from the area during the time the street is closed. She concurred with this request.

## RECOMMENDATION:

Move to approve request from Carrie Holder to close a portion of Kendall Crest Drive on October 31, 2014 from 8:00 p.m. to 11:00 p.m.

## ATTACHMENTS:

- |                        |    |
|------------------------|----|
| 1. Letter of Request   | 4. |
| 2. Map of Street       | 5. |
| 3. Resident Signatures | 6. |

Submitted by:

Dixie Roberts

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of Alvin, ou=City Clerk, email=droberts@cityofalvin.com, c=US  
Date: 2014.10.08 16:34:29 -05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:58:28 -05'00'

City Attorney

Approved By:

Junru Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2014.10.16 09:05:55 -05'00'

City Manager

**From:** Holder Carey  
**Sent:** Tuesday, October 07, 2014 8:47 AM  
**To:** 'd.roberts@cityofalvin.com'  
**Subject:** Barricade, Kendal Crest Drive 10/31/2014

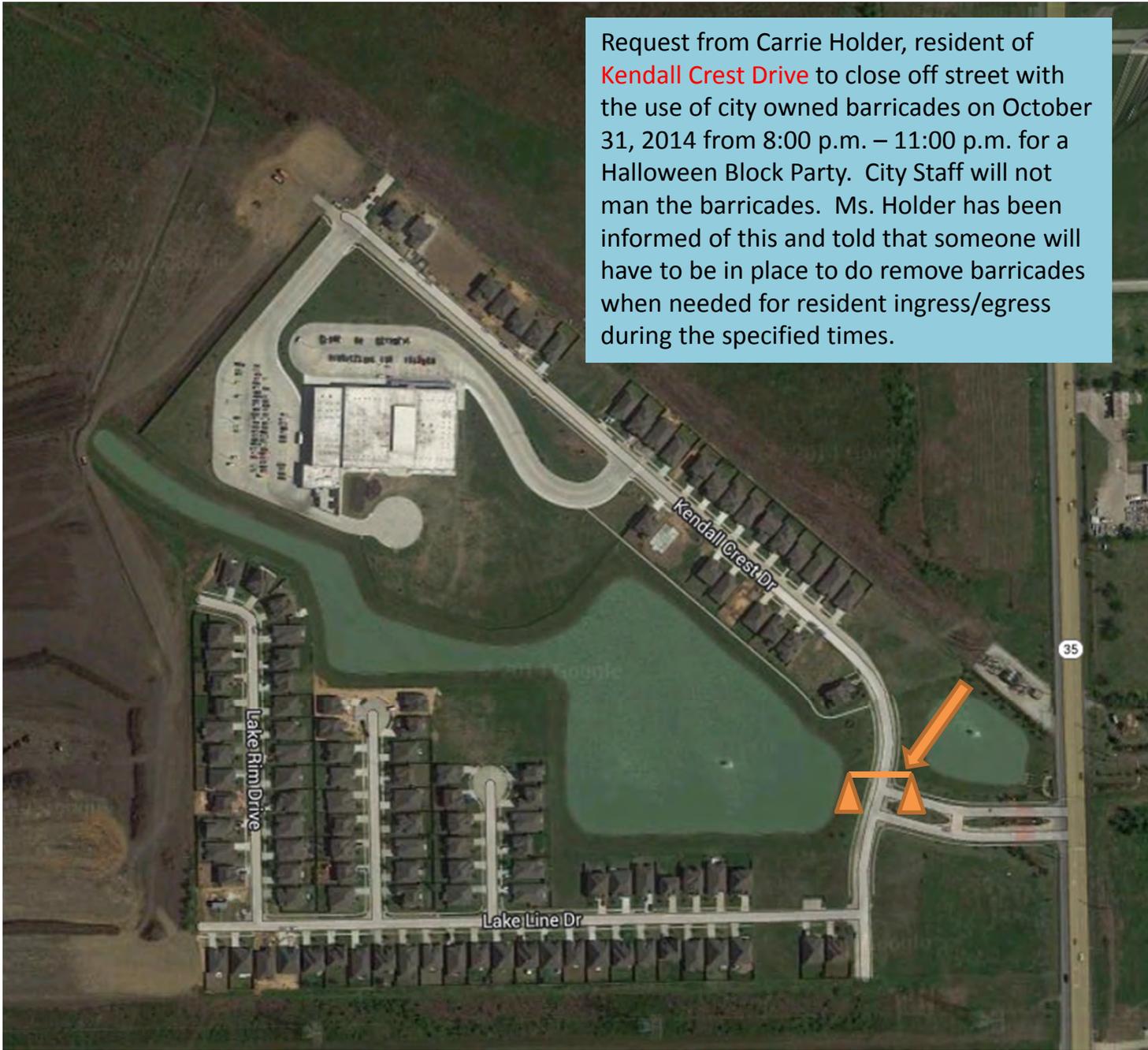
Ms. Roberts

Everyone on the street as agreed to a barricade for Friday, October 31<sup>st</sup>. Can you please add us to the agenda for the meeting?

Please let me know what else I need to do or what I will need to bring with me to the meeting.

Thanks,  
**Carey Holder**  
Kendal Crest Drive Resident

Request from Carrie Holder, resident of **Kendall Crest Drive** to close off street with the use of city owned barricades on October 31, 2014 from 8:00 p.m. – 11:00 p.m. for a Halloween Block Party. City Staff will not man the barricades. Ms. Holder has been informed of this and told that someone will have to be in place to do remove barricades when needed for resident ingress/egress during the specified times.



642  
344  
2/25

7pm - 10:30pm

Kendall Crest Street Block Off 10/31/2014

	Name	Address	Agree	Disagree	Phone Number
1	Carey Holdert	310 Kendall Crest	<input checked="" type="checkbox"/>		832-525-9232
2	Gregg Ferris	307 Kendall Crest	<input checked="" type="checkbox"/>		832-605-7157
3	Jessica Trujillo	310 Kendall Crest	<input checked="" type="checkbox"/>		832-405-4119
4	<del>Sam A. Baker</del>	314 Kendall Crest	<input checked="" type="checkbox"/>		832-425-2774
5	Alicia Loung	318 Kendall Crest	<input checked="" type="checkbox"/>		830-743-6794
6	Sharon Gamble	324 "	<input checked="" type="checkbox"/>		713-858-3045
7	LeTanya + David Stecker	326 Kendall Crest Dr.	<input checked="" type="checkbox"/>		281-829-8810
8	Randall Shuten	330 Kendall Crest Dr	<input checked="" type="checkbox"/>		832-405-1445
9	Donna Atkins - Rodgers	338 Kendall Crest Dr	<input checked="" type="checkbox"/>		281-636-4190
10	Young Phillips	340 Kendall Crest Dr	<input checked="" type="checkbox"/>		832-221-0672
11	Tate Riley	320 Kendall Crest Dr	<input checked="" type="checkbox"/>		806-241-7530
12	<del>Gregg</del>	313 Kendall Crest Dr	<input checked="" type="checkbox"/>		832-226-8314
13	Kimmy Barber	304 Kendall Crest Dr.	<input checked="" type="checkbox"/>		832-248-7417
14	Christina DiGiovanni	303 Kendall Crest Dr.	<input checked="" type="checkbox"/>		512-422-2444
15	Allenia Lam	31 Kendall Crest Dr.	<input checked="" type="checkbox"/>		281-467-1299
16	Raul Sadas	308 Kendall Crest Dr	<input checked="" type="checkbox"/>		833-621-0209
17	Warren Sullivan	328 Kendall Crest Dr	<input checked="" type="checkbox"/>		813 494 1195
18	Frank Onozlo	305 Kendall Crest Dr.	<input checked="" type="checkbox"/>		281-222-8043
19	Jessica Gruetzmacher	314 Kendall Crest Drive	<input checked="" type="checkbox"/>		409-502-7644
20	Robert Copeland	312 Kendall Crest Drive	<input checked="" type="checkbox"/>		713-822-2391
21	Stanley Wilhoits	306 Kendall Crest	<input checked="" type="checkbox"/>		281-381-8315
22	Yuhno Italofero	354 Kendall Crest	<input checked="" type="checkbox"/>		822-455-8411
23					
24					
25					
26					
27					
28					
29					
30					



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Mayor Horn

## **SUBJECT:**

---

Consider approval of out of State travel for shooting range advisory group members: Council member Scott Reed, CVB Director Julie Siggers and Mike Bryan to attend the 2015 National Shooting Sports Foundation (NSSF) Shot Show January 20-23, 2015 in Las Vegas, Nevada.

## **DISCUSSION:**

---

The City's Travel Policy requires that all requests for out-of-state travel be approved in advance by the Council for employees, committee members and councilmembers. The SHOT Show is the largest and most comprehensive trade show for all professionals involved with the shooting sports, hunting and law enforcement industries.

It is the world's premier exposition of combined firearms, ammunition, law enforcement, cutlery, outdoor apparel, optics, and related products and services. SHOT® attracts buyers from all 50 states and more than 100 countries. It is owned by the National Shooting Sports Foundation.

## **RECOMMENDATION:**

---

Move to approve out-of-state travel for shooting range advisory group members, Council member Scott Reed, CVB Director Julie Siggers and Mike Bryan, to attend the 2015 SHOT Show January 20-23, 2015 in Las Vegas, Nevada.

## **ATTACHMENTS:**

---

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

**Submitted by:**

**Dixie Roberts**

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of Alvin, ou=City Clerk, email=droberts@cityofalvin.com, c=US  
Date: 2014.10.16 08:19:01 -05'00'

**Department Head**

**Funds Available:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2014.10.16 08:31:18 -05'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.16 10:56:32 -05'00'

**City Attorney**

**Approved By:**

**Junru M Roland**

Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o=City of Alvin, ou=City Manager, email=jroland@cityofalvin.com, c=US  
Date: 2014.10.16 14:47:08 -05'00'

**City Manager**



# AGENDA COMMENTARY

Discussion Date: 10/23/2014

Approval Date: 10/23/2014

Submitted By: Dixie Roberts

## SUBJECT:

Consider authorizing staff to develop an agreement with Conservation and Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street.

## DISCUSSION:

This item was placed on the agenda at the request of the Mayor in order to help alleviate some confusion from the workshop held on October 9, 2014.

## RECOMMENDATION:

Move to authorize staff to develop an agreement with Conservation and Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street.

## ATTACHMENTS:

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

Submitted by:

Dixie Roberts

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of Alvin, ou=City Clerk,  
email=droberts@cityofalvin.com, c=US  
Date: 2014.10.16 08:23:10 -05'00'

Department Head

Funds Available:

Junru M Roland

Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com, c=US  
Date: 2014.10.16 14:32:10 -05'00'

Finance Director

Approved as to Form:

Bobbi J Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.16 10:55:12 -05'00'

City Attorney

Approved By:

Junru M Roland

Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com, c=US  
Date: 2014.10.16 14:42:47 -05'00'

City Manager



# AGENDA COMMENTARY

Discussion Date: 10/23/2014

Approval Date: 10/23/2014

Submitted By: L. Buehler

## SUBJECT:

Presentation and discussion on the 2035 Comprehensive Plan to outline next steps using Chapter 6, Implementation.

## DISCUSSION:

The 2035 Comprehensive plan has been adopted by City Council. Chapter 6, Implementation, covers several elements, methods, and administration to move this living document forward. These will be presented which will lead to the Implementation Action Plan. Top key recommendations will be highlighted for Council discussion.

## RECOMMENDATION:

Discussion only.

## ATTACHMENTS:

- |                                        |    |
|----------------------------------------|----|
| 1. Com Plan - Chapter 6 Implementation | 4. |
| 2.                                     | 5. |
| 3.                                     | 6. |

Submitted by:

Larry  
Buehler

Digitally signed by Larry Buehler  
DN: cn=Larry Buehler, ou=City of Alvin,  
ou=Economic Development,  
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City Manager

# CROSSROADS 2035

## Chapter 6

# Implementation



Plans are never intended to simply exist as a binder that is forever sitting on the shelf. These are collaborative works that involve many different contributors and include directions for many aspects of City development. Indeed, a great many people routinely put time and effort into chronicling ‘the next step’ for the City of Alvin. At the same time, experience dictates that plans become unused and reduced to shelf clutter. The addition of this Implementation chapter is intended to avoid that near term fate. Using this Plan on a frequent basis for policy, planning, regulatory, and capital decisions will lead to its commonplace acceptance and reference. This is the goal of this chapter and moreover, this Comprehensive Plan Update as a whole.

The Comprehensive Plan should be viewed and used as a “living document,” that is, a document that is frequently referred to for guidance in community decision-making, and adapted to meet the changing needs of the community. Its assumptions, goals, policies and action strategies should be revisited periodically to ensure that it is providing clear and reliable direction on a range of matters, including land development issues and public investments in infrastructure and services. Implementation is not just about a list of action items. It is a challenging process that will require the commitment of the City’s elected and appointed officials, staff, residents, business owners, major institutions, other levels of government, and other organizations and individuals who will serve as champions of the plan and its particular direction and strategies. Equally important are formalized procedures for the ongoing monitoring and reporting of successes achieved, difficulties

encountered, new opportunities, and challenges that have emerged. This is in addition to any other change in circumstances, which may require rethinking of Plan priorities.

Plans that are effective in achieving their goals and objectives include an implementation framework that outlines the general strategies, directions, and priorities of the community. As such, the policy direction provided for in this plan is coupled with short- and long-term implementation strategies to help realize policies into actionable programs, development activities, and other strategic efforts by the City's leadership and citizens.

The purpose of this chapter is to integrate the different elements of the plan in such a way as to provide a clear path for sound decision-making. This chapter outlines the organizational structure necessary to implement the plan, including roles and responsibilities, processes for annual and periodic evaluation and appraisal of the plan, and a five-year action plan.

## Elements of Successful Implementation

While this chapter lays out a framework for implementation, it is simply that. A framework alone will not ensure that the community's vision and the policies contained within this plan will be implemented. Described below are the elements that will be essential to successful implementation of Alvin's Comprehensive Plan.

- **Dedication of the City's Leadership** - The City's leadership, including the Mayor, City Council, Planning Commission, and the directors and staff of City departments, must be committed to implementation in order for it to be realized. To ensure implementation over the short- and long term, all departments within the City must accept the plan and commit to incorporating its actions in their annual budgets and work programs. The community's leadership must also be dedicated to giving their support to maintain public involvement and enhance and maintain community awareness as the plan is implemented over the next 20 years.
- **Public Involvement** - Throughout the plan update process, the City carried out a public participation program that was designed to seek input from the public, but also, build a constituency of persons willing to make a commitment to implementing the plan. This constituency, including citizens, landowners and developers, business owners and managers, civic clubs and organizations, and other key stakeholders, must be maintained and empowered to implement the plan on an ongoing basis. This can be achieved in part through advisory committees, public meetings, community workshops, open houses, public forums, newsletters, social media (Facebook, LinkedIn, Twitter), the City's website, media releases, and public notices.
- **Integration** - In order to successfully implement this plan and achieve the community's vision, horizontal and vertical integration must occur. In other words, the recommendations must be integrated into governmental practices and programs. For example, the recommendations should be widely used in decisions pertaining to infrastructure improvements, proposed



new development and redevelopment, enhancement of the parks and recreation system, and the annual capital budgeting process. It must also be vertically integrated with the plans and programs of the State of Texas, Houston-Galveston Area Council, Brazoria County, and the Alvin Independent School District (AISD). The involvement of these stakeholders may take the shape of funding, planning coordination, project management and administration, regulation and enforcement, or shared provision of facilities and services, among other actions.

- **Evaluation** - The plan will need to be reviewed on an annual basis to ensure that the goals, objectives, and recommendations reflect the changing needs and attitudes of the community. Annual reviews will help to ensure that the recommended actions are viable and realistic. These reviews will also help to measure progress toward achieving the goals, objectives, and actions set forth. A more formal evaluation and update should be undertaken at least every five years.
- **Success** - Demonstrating success early in the implementation process is a means to show stakeholders the benefits of their involvement, while at the same time building momentum for continued excitement and involvement. In this implementation plan, there are various recommendations that do not bear significant budgetary obligation. These programs and activities provide an immediate opportunity to make an impact on the community and in turn, on successful implementation of this plan.

## PLAN IMPLEMENTATION METHODS

Simply setting out an implementation framework in this chapter is not enough to ensure that the action items of this plan will be carried out and the community's vision and goals ultimately achieved. The policies and action priorities in this plan should be consulted frequently and should be widely used by decision-makers as a basis for judgments regarding:

- The timing and availability of infrastructure improvements;
- Proposed development and redevelopment applications;
- City-initiated and landowner-requested annexations;
- Expansion of public facilities, services and programs;
- Annual capital budgeting;
- Intergovernmental coordination and agreements; and
- Operations, capital improvements, and programming related to individual city departments.

There are seven general methods for plan implementation:

- Policy-based decisions;
- Land development regulations and engineering standards;
- Capital improvements programming;
- Coordination and partnerships;
- Special projects, programs, and initiatives; and
- Specific plans and studies; and
- Formation of new policies.

## Plan Influence

The policies and action priorities documented throughout this plan should serve as the foundation for decision-making and judgment regarding:

- The timing and availability of infrastructure improvements to serve new development;
- The appropriateness of proposed development and redevelopment applications;
- The warrant for and timing of city-initiated and landowner-requested annexations;
- Expansion of public facilities, services, and programs to meet current needs and future demands;
- Priorities for annual capital budgeting;
- Potential re-writes and amendments to the city's land development ordinances and related code elements;
- Intergovernmental (including inter-city and city/county) coordination and agreements. Operations, capital improvements, and

## **1. Policy-based Decisions**

Land use and development decisions should be made based on the policies that are set out in this Comprehensive Plan. In some measure, the adoption of new or amended land development regulations (e.g., subdivision, landscaping, sign controls, etc.) will establish a specific framework for evaluating private development proposals against the City’s articulated policies. However, decisions regarding annexation, infrastructure investment, and right-of-way acquisitions are generally left to the broad discretion of the City Council. This plan provides the common policy threads that should connect those decisions.

## **2. Land Development Regulations and Engineering Standards**

Land development regulations and engineering standards are fundamentals for plan implementation. It is plain—but often underappreciated—that private investment decisions account for the vast majority of any City’s physical form. Consequently, subdivision regulations and associated land development criteria and technical engineering standards are the basic keys to ensuring that the form, character and quality of development reflect the City’s planning objectives.

These ordinances should reflect the community’s desire for quality development outcomes while recognizing economic and market-driven factors. They should not delay or interfere unnecessarily with appropriate new development or redevelopment that is consistent with plan goals and policies.

## **3. Capital Improvements Programming**

A capital improvements program, or “CIP,” is a multi-year plan (typically five years) that identifies budgeted capital projects, including street infrastructure; water, wastewater and drainage facilities; open space, trails and recreation facility construction and upgrades; construction of public buildings; and purchase of major equipment. Identifying and budgeting for major capital improvements will be essential to implementing this plan. Decisions regarding the prioritization of proposed capital improvements should take into account the policy and management directives of this plan.

## **4. Coordination and Partnerships**

Some community initiatives identified in the Comprehensive Plan cannot be accomplished by City government on its own. They may require direct coordination, intergovernmental agreements, or funding support from other public entities or levels of government. Additionally, the unique role of potential private and non-profit partners to advance the community’s action agenda should not be underestimated. This may occur through cooperative efforts, volunteer activities and in-kind services (which can count toward the local match requirements for various grant opportunities), and public/private financing of community improvements. Indeed, the role of committees, commissions and organizations in the successful and sustainable implementation of the plan cannot be understated.



## 5. Special Projects, Programs and Initiatives

Special projects or initiatives may include initiating or adjusting City programs; entering into interlocal agreements; expanding citizen participation programs; providing training; and other types of special projects.

## 6. Specific Plans and Studies

There are a number of areas where additional planning work is recommended, at a “finer grain” level of detail than is appropriate in a Comprehensive Plan. As such, some parts of this plan will be implemented only after some additional planning or special study.

## 7. Formation of New Policies

As new development or redevelopment plans are proposed, staff and the City’s advisory boards, together with the City Council, must take the policies and recommendations of this plan into consideration. The text within this chapter regarding the prioritization of programs, and projects, coupled with the land use recommendations within Chapter 3, *Land Use*; and the growth considerations and infrastructure requirements outlined within Chapter 5, *Growth Strategies*, should weigh heavily in future decisions by the City officials, residents and other stakeholders in achieving the shared community vision.

## PLAN ADMINISTRATION

During the development of the plan, representatives of government, business, neighborhoods, civic groups, and others came together to inform the planning process. These community leaders, and new ones to emerge over the horizon of this plan, must maintain their commitment to the ongoing implementation of the plan’s policies—and to the periodic updating of the plan to adapt to changing conditions or unforeseen events.

### Education

Although comprehensive plans are relatively general in nature, remaining at the “30,000 foot” level to a large extent, they are still complex policy documents that account for interrelationships among various policy choices. As such, educating decision-makers and administrators about plan implementation is an important first step after plan adoption. As the principal groups that will implement the plan, the City Council, Planning Commission, and City department heads should all be “on the same page” with regard to priorities, responsibilities and interpretations.

Consequently, an education initiative should be undertaken immediately after plan adoption, which should include:

- A discussion of the individual roles and responsibilities of the city council, planning commission (and other advisory bodies), and individual staff members;
- A thorough overview of the entire comprehensive plan update, with emphasis on the parts of the plan that relate to each individual group;
- Implementation tasking and priority setting, which should lead to each group establishing a one-year and five-year implementation agenda; and

- An in-depth question and answer session, with support from planning personnel, the city manager, and other key staff.

## Key Stakeholders in Plan Implementation

### CITY COUNCIL

As the community's elected officials, the City Council will assume the lead role in implementation of this plan. The key responsibilities of the City Council are to decide and establish priorities, set timeframes by which each action will be initiated and completed, and determine the budget to be made available for implementation efforts. In conjunction with the City Manager, City Council must also ensure effective coordination among the various groups that are responsible for carrying out the Comprehensive Plan's recommendations.

Specifically, the City Council will:

- Act as a "champion" of the plan;
- Adopt and amend the plan by City Ordinance, after recommendation by the Planning Commission;
- Adopt new or amended land development regulations to implement the plan;
- Approve interlocal agreements that implement the plan;
- Establish the action priorities and timeframes by which each action for every corresponding goal and objective of the plan will be initiated and completed.
- Consider funding commitments that will be required to realize the community's vision, whether it involves capital improvements, new facilities and expanded services, additional staffing, more studies, or programmatic changes such as the City's development codes and procedures.
- Offer final approval of projects/activities and associated costs during the budget process, keeping in mind the need for consistency with the plan and its policies.
- Provide direction to the Planning Commission, manage the administrator of the plan and other departmental staff, and oversee the activities and progress of the proposed Action Task Force.

### PLANNING COMMISSION

Concurrent with the approval of the plan, the City Council should clearly identify their expectations for the role of the Planning Commission in the management of the implementation program. While the City Council should assume the role of "champion of the plan, it should be the Planning Commission's role to be the "caretaker" of the plan. As the appointed commission responsible for the community's growth and development, they must be given the ability to oversee implementation, and empowered to make ongoing decisions. Periodically, the Commission should propose a docket of initiatives for City Council consideration. In addition to the following responsibilities, the Planning Commission should also host the education initiative previously described in the Education section of this chapter. The role of the Planning Commission



will be as follows:

- Periodically obtain public input to keep the plan up to date, using a variety of community outreach and citizen and stakeholder involvement methods;
- Recommend to City Council an annual program of actions to be implemented, including a recommendation for adequate resources and direction to successfully accomplish the actions. Ensure that recommendations forwarded to the City Council are reflective of plan principles, policies, and action recommendations. This relates particularly to decisions involving development review and approval, zone change requests, and ordinance amendments;
- After holding one or more public hearings annually to discuss new or evolving community issues and needs, and having discussed with City staff any and all legal underpinnings, prepare an Annual Progress Report for submittal and presentation to the Mayor and City Council (see Evaluation of the Plan for more details) which outlines recommendations regarding an annual program of actions and priority initiatives to be implemented, including a recommendation for adequate resources and direction to
- Ensure that the plan impacts daily decisions and actions by other stakeholders.

### **ACTION TASK FORCE**

While the Planning Commission will play a critical role, it cannot expend all of its efforts toward ensuring continued implementation of the plan. As such, an Action Task Force should be appointed by City Council with the express purpose of ensuring that programs and activities are carried out to implement the plan. The Action Task Force's role will be to refine and prioritize the implementation plan and initiate action over the short-term, on the basis of annual work programs and five-year projected time frames.

Further to the actual implementation plan, the Action Task Force will be responsible for identifying specific actions beyond the information provided in this plan. The Action Task Force will determine methods or programs to be used to implement the proposed actions, specifically identifying which agencies and/or departments will be responsible for their implementation, estimating costs, identifying proposed sources of funding, and establishing time frames in which the recommended actions will be accomplished.

On the basis of the above, the Action Task Force will present a proposal containing a recommended list of programs and actions to be implemented annually; as well as a prioritized list of programs and actions to be implemented over a five-year period. Departments and organizations charged with completing tasks associated with these programs and actions can use the proposal in the budget process and in determining other needed resources. City Council and other governing bodies can use the Action Task Force's proposal for overall budget and resource decisions, as well as to establish benchmarks for departmental performance.

While appointed by City Council, the Action Task Force will

report directly to the Planning Commission, who in turn, will make recommendations to Council. Further to its interaction with the Planning Commission, the Task Force will interact directly with a committee of departmental managers who will provide the necessary technical input and guidance for the program tasks and activities.

Individual members of the Action Task Force should assume responsibilities in the areas of governance, current and long-range planning, growth and infrastructure provision, economic development, and parks and recreation. The following describes the different areas of responsibility for individual Action Task force members:

- **Governance** – The primary role of the individuals who are tasked with the governance aspect of implementation will be to ensure projects are consistent with the objectives and missions of other orders of government (e.g., Brazoria County) and agencies (e.g., Alvin ISD and others). He and/or she will be charged with identifying opportunities to collaborate on projects that may be jointly funded, constructed, or operated, and will also be responsible for negotiating amenable terms and agreements, as necessary. Internally, the individual will be responsible for coordinating with the City Manager on tasks requiring its direct involvement and decision-making powers.
- **Current and Long-Range Planning** – The persons who are responsible for the current and long-range planning aspect of implementation will work closely with the Planning Commission, assuming responsibility for implementing its projects and initiatives. He and/or she will coordinate closely with the administrator of the plan (see below), and maintain a line of communication with the community to monitor shifting priorities and needs. The responsibilities of this position are identified in the recommended actions in Chapter 3, Land Use.
- **Parks and Recreation** – The individuals who are responsible for parks and recreation implementation will be responsible for projects and improvements related to parks, hike and bike trails, public open space, and natural areas preservation. The individuals would be responsible for implementing the recommendations contained within Chapter 4, Parks and Recreation, and coordinating closely with the City’s Parks Director and Parks Board to implement the City’s Parks and Recreation Master Plan as well.
- **Growth and Infrastructure Provision** – Given the link between community growth and the provision of infrastructure (e.g., sewer, water, roads) and services (e.g., police, fire, emergency medical), this position will be responsible for all improvements or projects dealing with infrastructure. As such, this will require technical knowledge, as well as expertise with utility and other infrastructure systems, including their funding methods. This position will be responsible for the recommended actions in Chapter 5, Growth Strategies.
- **Economic Development** – The individuals who focus on economic development will play an active role in pursuing projects that contribute to the community’s economic development. He



and/or she will coordinate closely with the City's economic development department, and local businesses and developers. It will be critical for this position to coordinate with other implementation areas of focus so as to ensure maximum benefit to existing businesses and new investors in the community. The position would be responsible for implementing the recommendations related to economic development that are contained in each chapter of the plan.

## CITY STAFF

City staff manages day to-day implementation of the plan. In particular, the Office of the City Manager and the Economic Development Department are responsible for supporting the Planning Commission and City Council and generally shepherding plan implementation. Specific staff responsibilities include:

- Supporting and carrying out capital improvements planning efforts;
- Overseeing the drafting of land development regulations, working with the appropriate boards and commissions;
- Conducting studies and developing additional plans (including management of consultant efforts, as necessary).
- Reviewing applications for consistency with the comprehensive plan, a provision that should be required by the city's land development regulations;
- In coordination with the city council and city management, negotiating the specifics of interlocal agreements;
- Administering collaborative programs and ensuring open channels of communication with various private, public, and non-profit implementation partners;
- Providing briefings on plan implementation progress and activities to the planning commission and city council no less than annually; and
- Maintaining an inventory of potential plan amendments, as suggested by city staff and others, for consideration during annual and periodic plan review and update processes.

While it is understood that the capacity of the current staff to administer the plan and provide the necessary support to the Planning Commission, Action Task Force, other City departments, and City Council is limited given other existing responsibilities and commitments, it is highly recommended that the City assign a staff person, hire additional personnel, or contract with a local planning consultant to manage the day-to-day administration and ongoing implementation of the Comprehensive Plan.

The Plan Administrator would be an independent staff member who would report directly to the Mayor and City Council. Generally, he or she would function as a department manager that would coordinate closely with each of the other City departments, and provide direct support to the Action Task Force and Planning Commission.

## **CITIZENS**

The citizens of Alvin played a key role in providing input into the Plan through the Citizens Advisory Committee (CAC). The public's interest and the general momentum of the plan process should not be allowed to subside, but rather enhanced through encouraged participation in its ongoing implementation. The Action Task Force should use stakeholder groups, public meetings, community workshops, design charrettes, the City's website, media releases, social media, public notices, and newsletters to inform and actively engage citizens in plan implementation.

## **Evaluation of the Plan**

### **PLAN AMENDMENT PROCESS**

The City of Alvin Comprehensive Plan Update is meant to be a flexible document allowing for adjustment to changing conditions over time. Shifts in political, economic, physical, technological, and social conditions, as well as other unforeseen circumstances, may influence and change the priorities and fiscal outlook of the community. As the City grows and evolves, new issues will emerge while others will no longer be as relevant. Some action statements will be found impractical or outdated while other plausible solutions will arise. To ensure that the Plan continues to reflect the overall goals of the community and remains relevant and resourceful over time, the Plan must be revisited on a regular basis to confirm that the plan elements are still on point and the associated goals, policies and action statements are still appropriate.

Revisions to the Comprehensive Plan are two-fold, with minor plan amendments occurring as needed and more significant modifications and updates occurring every five to 10 years. Minor amendments could include revisions to certain elements of the plan as a result of the adoption of another specialized plan such as a Future Land Use and Character map and/or a Thoroughfare Plan. Major updates will involve reviewing the base conditions and anticipated growth trends; re-evaluating the goals, policies and recommendations in the plan - and formulating new ones as necessary; and adding, revising or removing action statements in the plan based on implementation progress.

### **ANNUAL PROGRESS REPORT**

The Planning Commission with the assistance of City staff, must prepare an Annual Progress Report for submittal and presentation to the Mayor and City Council. This ensures that the plan is consistently reviewed, and allows for any identified need for minor plan updates and revisions, such as changes to policies or recommended actions, and review of plan consistency with ordinances and regulations.<sup>1</sup>

The Annual Progress Report should be coordinated with the annual budgeting process so that recommendations can be made available early in the budgeting cycle, and requests for capital improvements and major programs can be reviewed in light of the plan's progress.

The Annual Progress Report should be written such that the status of

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<sup>1</sup>: The identification of potential plan amendments by the Planning Commission, City staff, citizens, property owners, community organizations, and other governmental entities, may occur on an ongoing basis.



implementation for each programmed task of the Comprehensive Plan is central to the report. Significant actions and accomplishments during the past year should be recognized, and recommendations should be made for needed actions, programs, and procedures to be developed and implemented in the coming year.

The Annual Progress Report should include and highlight:

- Significant actions and accomplishments during the past year, including the status of implementation for each programmed task in the comprehensive plan;
- Obstacles or problems in the implementation of the plan, including those encountered in administering the land use and transportation aspects, as well as any other policies of the plan; and
- Recommendations for needed actions, programs, and procedures to be developed and implemented in the coming year, including recommendation of projects to be included in the city's capital improvement program (cip), other programs/projects to be funded, and priority coordination needs with public and private implementation partners.

The Annual Progress Report should also include proposed amendments that have come forward during the course of the year. In other words, proposed amendments to the plan shall be considered by the Planning Commission no more frequently than once each year. This allows proposed amendments to be considered concurrently so that the cumulative effect of all amendments may be understood. The exception to this approach would apply in the following circumstances:

- Resolution of an emergency condition or situation that involves public health, safety, or welfare;
- Technical, non-substantive corrections to the content of the chapters, including update of statistics, demographic information, and other time sensitive information;
- Resolution of a decision by an administrative agency or court of competent jurisdiction; and,
- Special use permits for essential public facilities.

Every year the Plan Administrator shall maintain the annual list of amendments that have been suggested by City staff, the Action Task Force, and citizens. This list shall be made available to the public upon request. By the end of the second business week of June each year, this list shall be compiled into a preliminary docket. This docket should contain all proposals for formal site-specific amendments, and all proposals for suggested amendments.

The Plan Administrator shall review the suggested amendments in the preliminary docket and prepare a report that outlines which suggested amendments should be included in the final docket. The City Council and Planning Commission may, but are not required to, hold a joint workshop to gather information on the preliminary docket and the Plan Administrator's report.

A noticed public meeting shall be held by the Planning Commission to accept public comment on the preliminary docket. Following the

## Types of Amendments

Two types of revisions to the Comprehensive Plan may occur: (1) minor amendments and (2) major updates.

### Minor Amendments:

This type of amendment may be proposed at any time, such as specific adjustments to the Future Land Use and Character Map related to particular land development applications or public improvement projects. Minor amendments can be addressed by the City in short order or, if not pressing, be documented and compiled for a more holistic evaluation through an annual plan review process. This is also how and when the results of another specialized plan or study should be incorporated into relevant sections of the plan.

### Major Updates:

More significant plan modifications and updates should occur no more than every five years. Major updates involve reviewing the base conditions and anticipated growth trends; re-evaluating the guiding principles and recommendations in the plan—and formulating new ones as necessary; and adding, revising, or removing action statements in the plan based on implementation progress.

hearing, the Planning Commission shall prepare a report for submission to City Council. The report shall include a recommended final docket that outlines specific amendments for consideration during the annual amendment process.

City Council shall review and consider the Planning Commission's report and final docket in July of each year. City Council shall hold a public hearing prior to adoption of the Planning Commission's recommended final docket. The final docket, as adopted by the City Council, shall include all applications for formal amendments, and any proposals for suggested amendments which the City Council elects to consider during the annual amendment process.

The decision to adopt the final docket does not constitute a decision or recommendation that the substance of any amendment should be adopted. City Council must consider the Planning Commission's findings and conclusions, which shall include a recommendation to the City Council that the proposed amendment(s) be denied, approved, or approved with conditions or modifications.

### **BI-ANNUAL AMENDMENT PROCESS**

Based on the annual progress report, the opinions of City staff, Planning Commission and others, a determination will be made as to whether there is a need for a plan amendment. When considering a plan amendment, the City should ensure the proposed amendment is consistent with the goals and policies set forth in the Plan regarding character protection, development compatibility, infrastructure availability, conservation of environmentally sensitive areas, and other community priorities. Careful consideration should also be given to guarding against site specific plan changes that could negatively impact adjacent areas and uses or detract from the overall character of the area. Factors that should be considered in deciding on a proposed plan amendment include:

- Consistency with the goals and policies set forth in the plan;
- Adherence with the future land use and/or thoroughfare plans;
- Compatibility with the surrounding area;
- Impacts on infrastructure provision including water, wastewater, drainage, and the transportation network;
- Impact on the city's ability to provide, fund, and maintain services;
- Impact on environmentally sensitive and natural areas; and
- Whether the proposed amendment contributes to the overall direction and character of the community as captured in the plan vision and goals (and ongoing public input).

### **FIVE-YEAR UPDATE / EVALUATION AND APPRAISAL REPORT**

An evaluation and appraisal report should be prepared every five years. This report should be prepared by City staff, having received input from various City departments, the Planning Commission, other boards and commissions, and third-party consultation. The report process involves evaluating the existing plan and assessing how successful it has been in achieving the community's goals. The purpose of the report is to identify



the successes and shortcomings of the plan, look at what has changed over the last five years, and make recommendations on how the plan should be modified in light of those changes.

The report should review baseline conditions and assumptions about trends and growth indicators. It should also evaluate implementation potential and/or obstacles related to any unmet goals, policies and recommendations. The evaluation report and process should result in an amended Comprehensive Plan, including identification of new or revised information that may lead to updated goals, policies and/or action recommendations. More specifically, the report should identify and evaluate the following:

1. Summary of major actions and interim plan amendments undertaken over the last five years.
2. Major issues in the community and how these issues have changed over time.
3. Changes in the assumptions, trends and base studies data, including the following:
  - The rate at which growth and development is occurring relative to the projections put forward in the plan;
  - Shifts in demographics and other growth trends;
  - The area of land that is designated and zoned for urban development and its capacity to meet projected demands and needs;
  - City-wide attitudes and whether apparent shifts, if significant, necessitate amendments to the stated goals or strategies of the plan; and
  - Other changes in political, social, economic, technological, or environmental conditions that indicate a need for plan amendments.
4. Ability of the plan to continue to support progress toward achieving the community's goals. The following should be evaluated and revised as needed:
  - Individual statements or sections of the plan must be reviewed and rewritten, as necessary, to ensure that the plan provides sufficient information and direction to achieve the intended outcome;
  - Conflicts between goals and policies that have been discovered in the implementation and administration of the plan must be pointed out and resolved;
  - The action agenda must be reviewed and major accomplishments highlighted. Those not completed by the specified timeframe should be re-evaluated to ensure their continued relevance and/or to revise them appropriately;
  - As conditions change, the timeframes for implementing the individual actions of the plan should be re-evaluated where necessary. Some actions may emerge as a higher priority given new or changed circumstances while others may become less important to achieving the goals and development objectives of the community;

- Changes in laws, procedures and missions may impact the ability of the community to achieve its goals. The plan review must assess these changes and their impacts on the success of implementation, leading to any suggested revisions in strategies or priorities.

## **ONGOING COMMUNITY OUTREACH AND ENGAGEMENT**

All review and updating processes related to the Comprehensive Plan should emphasize and incorporate ongoing public input. The annual and continual plan evaluation and reporting process should also incorporate specific performance measures and quantitative indicators that can be compiled and communicated both internally and to elected officials and citizens in a “report card” fashion. Examples might include:

- Acres of new development (plus number of residential units and square footage of commercial and industrial space) approved and constructed in conformance with this plan and related City codes.
- Various measures of service capacity (gallons, kilowatts, acre-feet, etc.) added to the City’s major utility systems as indicated in this plan and associated utility master plans—and the millions of dollars allocated to fund the necessary capital projects.
- Acres of new open space and miles of trail developed or improved in accordance with an updated Parks and Recreation Master Plan.
- Indicators of City efforts to ensure neighborhood integrity as emphasized in this Plan (e.g., code enforcement activity, number of homes receiving improvements and weatherization, number of historic designations made for homes/neighborhoods, etc.).
- Miles of new bike routes and sidewalks added to the City’s transportation system to provide alternative mobility options as recommended in the bicycle mobility plan component of the Plan.
- Indicators of the benefits of redeveloped sites and structures (appraised value, increased property and/or sales tax revenue, new residential units, and retail and office spaces in urban mixed-use settings, etc.) as envisioned through this Plan.
- The estimated dollar value of operating cost savings from reduced energy and water use, heating/cooling, etc., from green building and low-impact development practices and related conservation efforts in new and existing City facilities, as suggested in this Plan.
- The numbers of residents and other stakeholders engaged through City-sponsored education and outreach events related to Comprehensive Plan implementation and periodic review and updating, as outlined in this chapter.

## **EVALUATION AND APPRAISAL REPORT**

An approved Comprehensive Plan can be reviewed at any time; however, City Council must hold a public meeting at least once each five years to determine whether the plan needs to be amended. Beginning in 2005, and every five years thereafter, an Evaluation and Appraisal Report should be prepared by the Plan Administrator, with input from City staff, the Planning Commission, and the Action Task Force. The objective



of the Evaluation and Appraisal Report is to assess growth indicators, evaluate implementation potential, identify proposed amendments, and if necessary, recommend amendments to the plan.

Growth indicators that should be assessed include, but are not limited to, the following:

- The rate at which growth and development is occurring relative to the projections put forward in the plan;
- Shifts in demographic, socio-economic, and other trends;
- The capacity of the City to provide adequate facilities and services, including both infrastructure and fiscal capacity;
- The area of urbanized land that is designated and its capacity to meet projected population needs and employment demands;
- The assumptions upon which the plan is based and whether they continue be valid;
- City-wide attitudes and whether changes (if any) necessitate amendments to the vision statement and plan goals;
- Inconsistencies between the plan and other local, regional, and/or statewide plans; and,
- Changes in circumstances that dictate a need for amendments.

Further to the growth indicators, it is necessary that factors which may impact implementation also be reviewed, as described below:

- Individual statements or sections of the plan must be reviewed and rewritten, as necessary, to ensure that the plan provides sufficient information and direction to achieve the intended outcome;
- Any conflicts between policies or objectives that have been discovered in the implementation and administration of the plan must be identified and resolved;
- As conditions change over time, it will be necessary to re-evaluate the timeframes for implementing the individual actions. Some actions may emerge as a higher priority given new or changed circumstances, while others may become less important to achieving the vision and development objectives of the City.
- Based upon organizational, programmatic, and procedural factors, as well as the status of previously assigned tasks, the implementation task assignments must be reviewed and altered to ensure timely accomplishment of the plan's recommended actions.
- Changes in laws, procedures, and missions may impact the ability of the community to achieve its goals. The review must assess these changes and their impacts on the success of implementation and, subsequently, suggest revisions to strategies.

The Planning Commission must complete its assessment of the plan by April 15th of every fifth year. Any amendments that are recommended by a majority vote of the Planning Commission shall be forwarded to the Plan Administrator by the first day of May.

The same annual review process described above would be followed for consideration of amendments during years in the planning period when the plan is formally reviewed. The difference being that the

list of amendments that is compiled by the Plan Administrator would contain all amendments recommended by the Planning Commission that were forwarded by May 1st of every fifth year. In addition, the final docket, as adopted by the City Council, would include, in addition to all applications for formal amendments and any proposals for suggested amendments which the City Council elects to consider during the annual amendment process, any amendments recommended by the Planning Commission during its five-year assessment of the plan that the City Council elects to consider during the amendment process.

By keeping the plan current and responsive to change through a five-year review process, the expectation is that it will continue to be relevant and useful to the Planning Commission, City Council, and City staff throughout the course of the planning period.

## Implementation

The intent of the implementation program is to set forth a realistic way in which goals and objectives of this Plan can be launched into action. The following means may be used to implement the Plan:

- **Regulations** -The Comprehensive Plan includes numerous recommendations for amending the current development ordinances to accomplish the community vision. The plan provides the policy framework to support these changes.
- **Economic Incentives** - This Comprehensive Plan may be used as a basis for determining how economic incentives will be offered. Business improvement areas, infill development areas, and redevelopment sites should receive economic incentives so that new economic development opportunities may be directed to areas that can be most efficiently served by utilities and infrastructure, as well as meeting other community objectives.
- **Internal and External Funding** - Implementation of the plan will require adequate funding, which may come from current revenue sources, a dedicated funding source, or outside grant funds from other orders of government. It is expected that annual appropriations and capital improvement funds will likely require reallocation to implement the plan's recommendations.

### IMPLEMENTATION PROGRAM

The following implementation program identifies the actions that are to be accomplished within the next several years. The priorities are established by the identified timeframe. To ensure accountability, a lead agency is identified, who may coordinate with other agencies to accomplish the task, but who is ultimately responsible for its timely and successful implementation. The Plan Administrator will be tasked to work with these lead agencies to ensure plan implementation. For each action a primary source of funds is identified, which may be matched with other funds, such as state and federal grants, dedications, and in-kind services.

**Table 6.1, *Implementation Action Plan***, includes a prioritized list of action recommendations derived from the various plan elements of this comprehensive plan update. The synthesized table does not include



every action recommendation found throughout the plan. As configured, the Implementation Action Plan details the “to do” list of priority action items showing the general time frame for initial implementation and who is responsible for initiating, administering and participating in the implementation process.

Additionally, action items have been categorized regarding those actions that will require capital improvements; and actions that require changes in policies, regulations, standards and operations. All of the action items that require capital in order to be implemented may also require, to some degree, additional feasibility analyses, and in some cases, construction documentation, specifications and detailed cost estimates.

Participants, including the Citizens Advisory Committee (CAC), the City’s departmental heads, and other contributors, were given a series of sticky dots which equated to points - 15 one-point sticky dots, and three five-point sticky dots. The latter dots were to be used to identify particularly important recommendations. Only one dot could be used per recommendation. To accommodate participants’ frustration about not receiving enough points to adequately prioritize recommendations, participants were then given five extra one-point sticky dots. So each participant could effectively “vote” (prioritize) on 23 of the 71 recommendations within the following, Table 6.1, *Implementation Action Plan*. Points were then tallied and the “Top 10 Recommendations” were identified (listed below). Because particular recommendations did not receive high scores does not mean that they should not be implemented.

As mentioned, Table 6.1, *Implementation Action Plan*, provides a starting point for determining immediate, near-term, and longer term task priorities. This is an important first step toward Plan implementation and should occur in conjunction with the City’s annual budget process, during Capital Improvements Program (CIP) preparation, and in support of departmental work planning. Then, the City staff member designated as the Comprehensive Plan Administrator should initiate a first year work program in conjunction with City management, other departments, and other public and private implementation partners.

The near-term action priorities should be revisited by City officials and staff annually to recognize accomplishments, highlight areas where further attention and effort are needed, and determine whether some items have moved up or down on the priority list given changing circumstances and emerging needs. It should be kept in mind that early implementation of certain items, while perhaps not the uppermost priorities, may be expedited by the availability of related grant opportunities, by a state or federal mandate, or by the eagerness of one or more partners to pursue an initiative with the City. On the other hand, some high-priority items may prove difficult to tackle in the near term due to budget constraints, the lack of an obvious lead entity or individual to carry the initiative forward, or by the community’s readiness to take on a potentially controversial new program.

Progress on the Year 1-2 items, in particular, should be the focus of the first annual review and report a year after Comprehensive Plan adoption, as described earlier in this chapter. Then, similar to multi-year capital improvements programming, the entire action agenda list in Table 6.1—and all other action items dispersed throughout the plan chapters—

should be revisited annually to decide if any additional items are ready to move into the next near-term action timeframe, and what the priority should be.

The prioritization exercise that culminated in the Table 6.1, *Implementation Action Plan*, confirmed much of what has been discussed during the CAC and stakeholder meetings, and once again illuminates several key issues. There is significant interest in the City preparing for growth by ensuring that the requisite land development regulations are organized, revised, and enforced to ensure and sustain high-quality, predictable development. It is also recognized that several growth engines, such as Segment B of the proposed Grand Parkway, require preemptive and anticipatory planning measures, including a Mobility plan element for the City's Comprehensive Plan, complete with access management provisions, to guide and direct the nature of growth. Developing a growth sequencing program that informs the City's Capital Improvement Program (CIP) budgeting process also ranked high on the list. Additionally, the importance of proactive enforcement of the City's existing Code of Ordinances in order to clean-up blighted commercial and residential areas; and development of new parks and recreational open space to reinvigorate the City's neighborhoods cannot be over-emphasized. The Comprehensive Plan's top 10 recommendations and relative scoring include the following:

1. Revise local health, building, and development codes, as needed, to streamline the process for addressing unsafe or dilapidated structures and other potential health and safety risks, such as inoperable vehicles, weeds, and heavy trash (Score: 37).
2. Update the City of Alvin's Thoroughfare Plan. Revise the City's access management provisions to include full consideration of the Grand Parkway and potential expansion of S.H. 35. Amend the City's Comprehensive Plan Update to include a Mobility plan element, which would include multi-modal circulation options and facilities (Score: 37).
3. Prepare and adopt a unified development ordinance (Score: 27).
4. Develop and adopt a growth sequencing plan and management strategy that identifies areas of development for the next five, 10, 15 and 20 years to accommodate the targeted population of 33,472 persons in the Year 2035. These sequential areas identify when and where capital improvements and services should be directed (Score: 27).
5. Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders (Score: 24).
6. Amend the City's subdivision regulations to incorporate parkland dedication provisions and parkland development fund requirements to require that parkland dedication and subsequent improvements occur during the first phase of subdivision development (Score: 24).



7. Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods (Score: 22).
8. Evaluate the City's capital improvement program (CIP) and annual capital plan against the growth sequencing plan to ensure utility extensions and capacity improvement projects are consistent with the defined growth area. The capital improvement program and capital plan should be prioritized in accordance with the sequencing and timing of development (Score: 21).
9. Formally adopt annexation policies, which will guide the decision-making of the City Council, both for City-initiated annexations as well as voluntary requested annexations (Score: 18).
10. Focus on park and recreation improvements as a means for elevating neighborhood viability (Score: 18).

While the prioritization exercise which resulted in Table 6.1, *Implementation Action Plan*, set out a proposed timeframe for implementing key recommendations it must be stressed that this program of strategic actions should be revisited every few years to determine whether changing conditions require a re-ordering of strategies and actions in order to fulfill community revitalization goals.

**Table 6.1, Implementation Action Plan**

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
<b>Actions that Require Capital Improvements</b>					
Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods.	16	6		City Manager / Public Services Department	Chapter 3, Objective 3.2.1
Focus on park and recreation improvements as a means for elevating neighborhood viability.	15	3		Parks Department	Chapter 3, Objective 3.2.1
Identify parcels for potential acquisition for pocket parks or public open space.	2	5	1	Parks Department	Chapter 4, Objective 4.2.2
Identify prime locations at which park and trail gateway signage should be erected.	7	1		Parks Department	Chapter 4, Objective 4.2.2
Identify parcels of property (such as sites along the Mustang Bayou that are within the FEMA floodway and not suitable nor approved for future development) that will serve as public passive recreational open space.	3	5		Parks Department	Chapter 4, Objective 4.2.2
<b>Actions that Require Changes in Policies, Regulations, Standards and Operations</b>					
<i>Prepare and adopt a unified development ordinance.</i>	26	1		<i>Economic Development Department / Office of City Manager</i>	<i>Chapter 3 Objective 3.1.1</i>
<i>Improve the walkability of neighborhoods with the installation of sidewalks concurrent with all new development and rehabilitation or construction of new sidewalks in the older neighborhoods, particularly adjacent to schools and parks.</i>	5	5		<i>Economic Development and Engineering Departments</i>	<i>Chapter 3, Objective 3.2.1</i>
<i>Improve accessibility for disabled users by adding sidewalk curb cuts and ramps, wheelchair accessible sidewalks and trails, and providing accessible facilities and equipment.</i>	2	6	1	<i>Engineering Department</i>	<i>Chapter 4, Objective 4.2.3</i>
<i>Increase the budget for park maintenance, management, and administration concurrent with the addition of new parks and increased provision of recreational programs.</i>	5	2	1	<i>Parks Department</i>	<i>Chapter 4, Objective 4.2.3</i>
<i>Allow a range of development options on individual properties with the use of performance standards to require compatibility for adjacent uses exhibiting varying use intensities.</i>	3	1		<i>Economic Development Department</i>	<i>Chapter 3 Objective 3.1.1</i>
<i>Adopt resource protection standards to preserve stands of existing vegetation, which form effective natural buffers within and between uses.</i>	9			<i>Economic Development Department / Parks Department</i>	<i>Chapter 3 Objective 3.1.2</i>
<i>Protect the existing street trees by incorporating provisions for tree preservation into the proposed unified development ordinance. Adopt street repair and improvement specifications that will not disrupt the drip line of existing trees, including provisions for protective construction fencing, limitations on grade changes, and prohibition of storing and dumping materials.</i>	8	1		<i>Economic Development Department / Parks Department</i>	<i>Chapter 3 Objective 3.1.2</i>
<i>Preserve the suburban character of the established neighborhoods through compatible adjacent uses, infill development, and redevelopment by adopting regulations and compatibility standards.</i>	7	7		<i>Economic Development Department</i>	<i>Chapter 3, Objective 3.2.1</i>
*Note: Rows that are italicized with grey text represent previously adopted recommendations from the 2005 Comprehensive Plan.					



Table 6.1, Implementation Action Plan

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
Identify areas of the community that are experiencing or at risk for experiencing particularly high levels of disinvestment and deterioration. Coordinate with Public Services to identify and prioritize needed infrastructure improvements funded by a target-area capital investment program.	11	7		Development Coordinator / Economic Development Department	Chapter 3, Objective 3.2.1
Incorporate into the unified development ordinance provisions allowing a relaxation of specified standards that may prevent or add difficulty to the redevelopment process, given certain precautions and criteria.	3			Development Coordinator / Economic Development and Engineering Departments	Chapter 3, Objective 3.2.1
Emphasize neighborhood outreach and coordination. Pursue multiple ways to maintain communication links to neighborhood leaders and representatives, such as through less formal neighborhood associations and/or councils where organized homeowners associations have lapsed over time.	12	1	1	Development Coordinator / Economic Development Department	Chapter 3, Objective 3.2.1
Require tree preservation for residential development and especially for infill development and redevelopment in neighborhoods with mature tree canopies.	10	3		Parks and Engineering Departments	Chapter 3, Objective 3.2.2
Require drought-resistant species of street trees in all new residential developments, which must be coordinated with utility placement to avoid problems as the street trees grow.	16	1		Parks and Engineering Departments	Chapter 3, Objective 3.2.1
Require open space ratios for residential districts to allow sufficient common areas to effectively separate and buffer incompatible adjacent uses.	2	2		Parks Department	Chapter 3, Objective 3.2.2
Revise local health, building, and development codes, as needed, to streamline the process for addressing unsafe or dilapidated structures and other potential health and safety risks, such as inoperable vehicles, weeds, and heavy trash.	35	2		Public Services and Code Compliance Departments	Chapter 3, Objective 3.3.1
Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders.	22	2		Public Services Department	Chapter 3, Objective 3.3.1
Study the housing market within the City and extraterritorial area to identify existing and projected future shortages - or surpluses - of available housing in different price ranges, thereby allowing formation of near-term strategies to fulfill the market demands.	8	3		Economic Development Department	Chapter 3, Objective 3.3.2
Amend the existing subdivision manual to incorporate a housing palette into the proposed unified development ordinance, thereby permitting a range of lot sizes within standard development, rather than requiring a planned unit development.	5	2		Economic Development and Engineering Departments	Chapter 3, Objective 3.3.2

\*Note: Rows that are italicized with grey text represent previously adopted recommendations from the 2005 Comprehensive Plan.

**Table 6.1, Implementation Action Plan**

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
<i>Allow for varying lot sizes within residential developments without requiring the more rigorous submittal procedures and requirements of a planned unit development.</i>	13	3		Economic Development and Engineering Departments	Chapter 3, Objective 3.2.2
<i>Encourage alternative subdivision designs, such as mixed use development, clustered housing, and conservation and preservation development. These alternative neighborhood environments would allow the City to maintain its small-town character, consistent with many of its existing neighborhoods, while protecting its resources.</i>	3	3	2	Economic Development and Engineering Departments	Chapter 3, Objective 3.2.2
<i>Create incentives such as permit streamlining, fee waivers, tax deferral, and infrastructure cost-sharing for builders and organizations that provide infill construction on vacant lots or parcels in a manner that compliments the immediate and adjacent neighborhoods.</i>	9	4		Economic Development Department	Chapter 3, Objective 3.2.1
<i>Prepare a Downtown master plan that is of sufficient detail to result in a regulating plan that illustrates the intended arrangement and form of development.</i>	4	12		Economic Development Department	Chapter 3, Objective 3.4.1
<i>Create a distinct identity of Downtown, including forming an identifiable edge to the district with monuments and gateway treatments at the entries from each direction (particularly along Business 35 at the northern and southern entries and Sealy Street from the west and House Street from the east), along with unifying design elements, such as unique signage and banners, landscaping, decorative lighting, street and sidewalk/crosswalk patterns, and other unique urban design treatments.</i>	3	6		Economic Development Department	Chapter 3, Objective 3.4.3
<i>Utilize the Downtown plan to develop allowable parking configurations, such as mid-block only lots, as well as building form standards including building massing, height, building placement, allowable frontage types and conditions, and allowable encroachments.</i>	3	4		Economic Development and Engineering Departments	Chapter 3, Objective 3.4.1
<i>Designate firm boundaries for the Downtown area, within which high-density housing is permitted without encroachment into the abutting low-density single family neighborhoods. Within the defined Downtown area, concentrate higher intensity residential uses within allowances for increased building heights and floor area ratios.</i>	1	3		Economic Development Department	Chapter 3, Objective 3.4.2
<i>Adopt design standards for residential uses within the Downtown and its defined fringe areas to ensure their appearance reflects a more urban character. Specific performance standards should be created relating to building design and articulation, orientation, height, setbacks, parking, and resident access to ensure compatibility and cohesiveness with the Downtown environment.</i>	2	1		Economic Development and Engineering Departments	Chapter 3, Objective 3.4.2
<i>Amend the subdivision regulations to create alternative street cross sections thereby allowing for increased green space along collector and arterial roadways, with increased density allowances as an incentive to developers.</i>	1	2	1	Economic Development and Engineering Departments	
<i>Create attractive incentive packages to entice retailers and employers to locate or relocate within the Downtown district.</i>	6	4		Economic Development Department	Chapter 3, Objective 3.4.1

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Table 6.1, Implementation Action Plan

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
Pursue the strategies related to promotion of new residential and mixed-use activity in downtown Alvin. Numerous studies have illustrated that when people live in a relatively "urban" environment, they bring new foot traffic to the area; additional retail, service and entertainment demands which can spur the immediate market; and expectations for a safe and hospitable environment in which to live, recreate, and host guests and visitors.	2	7		Economic Development Department	Chapter 3, Objective 3.4.2
<i>Form a public-private partnership for revitalization and redevelopment of Downtown. Such partnership would include a role for the City in acquiring and assembling larger parcels of land to allow more sizeable development; vacating rights-of-way and easements, as necessary; conducting studies on the local market, traffic and parking, and design options; and being a mutual investor in projects such as a parking garage. Consider the formation and use of a tax increment reinvestment zone (TIRZ) district, which would define the district boundaries and create a source of funds for capital costs of public works or improvements, new buildings, structures, and fixtures; demolition, alteration, remodeling, repair or reconstruction; clearing and grading of land; and costs for financing, professional services, and administration.</i>	5	6	1	Economic Development Department	Chapter 3, Objective 3.4.1
Delineate development performance zones within which enhanced standards and development guidelines can regulate development quality and ensure compatibility.	8	7		Economic Development Department	Chapter 3, Objective 3.5.2
<i>Create special performance standards for the properties abutting Business 35, S.H. 6 and the S.H. 35 Bypass, including provisions that may be incorporated into the proposed unified development ordinance pertaining to increased landscape surfaces (adjacent to the right-of-way and throughout individual sites) and reduced impervious surface coverage; floor area ratios; requirements for landscaping, screening, and buffering between uses; outdoor storage, display and use activity; the type, size, number and placement of signs; outdoor lighting standards; building placement and orientation; site access and circulation; and building design and appearance.</i>	2	4		Economic Development Department	Chapter 3, Objective 3.5.1
<i>Conduct a thorough review and critique of the City's subdivisions and property development manual, subsequent to the adoption of the Comprehensive Plan, to ensure the ability to enact its policies and objectives.</i>	3	2		Economic Development Department	Chapter 3, Objective 3.6.2
Develop an eco-tourism program aimed at protecting critical areas and educating the public about the local flora and fauna, as well as how they can participate in its conservation.		2		Parks Department and Convention and Visitors Bureau (CVB)	Chapter 4, Objective 4.1.1

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**Table 6.1, Implementation Action Plan**

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
<i>Utilize the City's capital improvement program to direct the locations of nodes suitable for intensive nonresidential development based upon the availability, sizing, and timing of adequate water, wastewater, drainage, and transportation improvements. Such programming of capital improvements should be designed and scheduled to accommodate the City's economic development potential.</i>	1	6		Office of City Manager / Economic Development / Engineering Departments	Chapter 3, Objective 3.5.1
Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key additions to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research, and recreation.	4	9		Parks Department	Chapter 4, Objective 4.1.1
Identify, or provide criteria for identifying, critical areas of the bayou (such as navigational exclusion zones, hazards and unusual boating conditions, sensitive wildlife and ecosystems, sites with poor water quality, etc.) that require giving users key information, restricting access, or taking other management actions.	2	2	1	Parks Department	Chapter 4, Objective 4.1.1
Amend the City's subdivision regulations to incorporate parkland dedication provisions and parkland development fund requirements to require that parkland dedication and subsequent improvements occur during the first phase of subdivision development.	22	2		Parks Department / Economic Development Department	Chapter 4, Objective 4.2.1
Revise parkland dedication fees in lieu and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land that benefit a larger service area rather than solely requiring dedication within dedication "zones."	4	1		Parks Department / Economic Development Department	Chapter 4, Objective 4.2.1
Aim to comply with the maximum standards displayed in Table 4.4, Existing Acreage Versus Future Demand.		1		Parks Department	Chapter 4, Objective 4.2.1
<i>Develop an annual operation and maintenance plan for Alvin's parks system, including provisions for regular physical condition assessments of grounds and facilities, equipment safety inspections, maintenance scheduling and personnel tracking, and a funding and resource assessment.</i>	8	1	1	Parks Department	Chapter 4, Objective 4.2.3
Update the City's Park Master Plan, as well as combine the City's Ped-Transit Master Plan with the trails and bike lane concepts into a single document addressing parks, recreation, and trails as a singularly focused initiative rather than separated.	5	5		Parks Department / Engineering Department	Chapter 4, Objective 4.2.1
Proceed in the implementation of the City's Park Master Plan and Needs Assessment, 2002-2012, regarding the recommendations and timeline for action.	2	3		Parks Department	Chapter 4, Objective 4.2.1
Develop a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements so that the Alvin park system maintains a consistent level of quality, maintenance, and desirable aesthetic appeal.	11	3		Parks Department	Chapter 4, Objective 4.2.2

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Table 6.1, Implementation Action Plan

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
Include language that requires an implementation timetable for the installation of parks to ensure that developers follow-through in their construction in a timely matter.	4	1		Parks Department / Engineering Department	Chapter 4, Objective 4.3.1
<i>Develop a five-year Capital Improvement Program (CIP) for parks and recreation improvements, consistent with the timeline of actions, as amended from time to time, in the most recent and updated iteration of the City's Park Master Plan.</i>	4	4		Parks Department / Office of City Manager	Chapter 4, Objective 4.4.2
<i>Adopt an ultimate growth policy, consistent with Chapter 5, Growth Strategies, as to the nature and extent of urban service provision, including water, wastewater, transportation, and drainage infrastructure, into the outlying areas of the extraterritorial jurisdiction.</i>	2	7		Economic Development and Engineering Departments	Chapter 3, Objective 3.1.3
<i>The City should exercise its authority to conduct subdivision plat review throughout the entire ETJ, or alternatively, consider relinquishing portions of the ETJ for which the City cannot adequately provide services within a reasonable amount of time.</i>	2	7		Office of City Manager / Economic Development Department	Chapter 5, Objective 5.2.1
<i>Should the City decide to maintain the current arrangement whereby the authority to review subdivisions is delegated to Brazoria County; at a minimum there should be a comprehensive assessment and comparison between their the County's and the City's respective standards and codes, with the intent of narrowing the gap between the standards of development.</i>	6	1		Office of City Manager / Economic Development Department	Chapter 5, Objective 5.2.1
<i>It is advisable for the City to create an impact model enabling it the ability to quantify the fiscal consequences of development and, subsequently, adopt policies to ensure responsible outcomes.</i>	1	3		Office of City Manager / Economic Development Department	Chapter 5, Objective 5.2.1
Develop and adopt a growth sequencing plan and management strategy that identifies areas of development for the next five, 10, 15 and 20 years to accommodate the targeted population of 33,472 persons in the Year 2035. These sequential areas identify when and where capital improvements and services should be directed.	19	7	1	City Manager / Economic Development and Public Services Departments	Chapter 5, Objective 5.2.1
<i>Formally adopt annexation policies, which will guide the decision-making of the City Council, both for City-initiated annexations as well as voluntary requested annexations.</i>	12	6		Office of City Manager	
<i>Consider policy amendments for the use of impact fees whereby there may be incentives to incentivize developing in areas where adequate infrastructure is currently available, or programmed for improvement within the City's CIP.</i>	5	3		Economic Development Department / Office of City Manager	Chapter 5, Objective 5.2.2

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**Table 6.1, Implementation Action Plan**

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
Evaluate the City's capital improvement program (CIP) and annual capital plan against the growth sequencing plan to ensure utility extensions and capacity improvement projects are consistent with the defined growth area. The capital improvement program and capital plan should be prioritized in accordance with the sequencing and timing of development.	13	8		Office of City Manager / Public Services Department / Engineering Department	Chapter 5, Objective 5.2.1
<i>Establish incentives for infill development, such as density bonuses if certain performance standards are met.</i>	2	1		<i>Economic Development Department / Office of City Manager</i>	<i>Chapter 5, Objective 5.1.1</i>
Update the City of Alvin's Thoroughfare Plan. Revise the City's access management provisions to include full consideration of the Grand Parkway and potential expansion of S.H. 35. Amend the City's Comprehensive Plan Update to include a Mobility plan element, which would include multi-modal circulation options and facilities.	33	4		Engineering Department	Chapter 5, Objective 5.3.1
<i>Utilize and supplement as necessary the Brazoria County Mobility Plan to gather information about existing roadway conditions, including property ownership patterns; right-of-way and pavement widths; pavement type; existence of shoulders; drainage improvements (ditches or curb and gutter); and design encumbrances such as creeks, floodplains, and other topographic features.</i>	1	2		<i>Economic Development / Engineering Departments</i>	<i>Chapter 5, Objective 5.3.1</i>
Encourage development patterns that respect natural systems such as watersheds and wildlife corridors. Site fingerprinting, a term that refers to implementing minimal site disturbance techniques, can be used to further reduce the limits of clearing and grading on a greenfield site, thereby minimizing the hydrologic impacts.	4	3		Engineering Department	Chapter 5, Objective 5.3.4
Design and install grassed filter strips and vegetated (bio)swales into site plans and rights-of-way to filter pollutants from stormwater.	3	3		Public Services Department / Engineering Department	Chapter 5, Objective 5.3.4
Require and/or incentivize the installation of pervious paving materials in at least 20 percent of the area of new parking lots and other hardscape areas to reduce the total site imperviousness and stormwater runoff.	5	2	1	Public Services Department / Engineering Department	Chapter 5, Objective 5.3.4
In compliance with the EPA's National Pollution Discharge Elimination System (NPDES) Regulations for Stormwater Discharge (40 CFR 122) for industrial facilities discharging stormwater, install oil – water separators to filter stormwater runoff before it is collected in the primary storm drain outfall.	1	4	1	Public Services Department / Engineering Department	Chapter 5, Objective 5.3.4
Install high-performance, green building best practices into all new City initiated and financed construction projects. Stormwater storage reduces the quantity of stormwater being flushed through the system.		2	3	Engineering Department	Chapter 5, Objective 5.3.4
Revise subdivision regulations to incorporate xeriscaping landscape design and maintenance practices.	8			Parks Department / Engineering Department	Chapter 5, Objective 5.3.4

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Table 6.1, Implementation Action Plan

Programs and Projects	Years			Involved Entities	Chapter Reference
	1-2	3-10	10 +		
Develop a municipal landscape ordinance that requires all landscape sitework and planting to adhere to xeriscape requirements.	8	4	1	Parks Department / Engineering Department	Chapter 5, Objective 5.3.4
Require heavy water users to conduct a water footprint audit to analyze their facility's water use and identify ways to make it more efficient.	5	3	1	Public Services Department / Engineering Department	Chapter 5, Objective 5.3.4
<i>Amend the development regulations to include measures to protect the wellheads and cone-of-influence areas from the introduction of contaminants.</i>	3	1		<i>Engineering Department</i>	<i>Chapter 5, Objective 5.3.2</i>

**\*Note:** Rows that are italicized with grey text represent previously adopted recommendations from the 2005 Comprehensive Plan.



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Michelle Segovia

## SUBJECT:

Consider Ordinance 14-EE, an ordinance granting a permit to Phillips 66 Pipeline, LLC to construct certain pipeline facilities in certain property or rights-of- way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto – first reading.

## DISCUSSION:

Phillips 66 Pipeline, LLC is proposing the construction of an 18" Natural Gas Liquids Pipeline in an existing pipeline right-of-way, this line will extend from Sweeny to Mont Belvieu. Construction began in September 2014 on portions of the line outside of the Alvin area and is expected to last until September 2015. The line is proposed to cross the City's 100' strip at four separate locations as shown on attached Exhibit A.

Phillips 66 Pipeline, LLC, through its right-of-way agent G & P Land, has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. All components of the project have been designed and will be operated in full compliance with the Texas Railroad Commission.

## RECOMMENDATION:

Move to approve Ordinance 14-EE granting a pipeline permit to Phillips 66 Pipeline, LLC on first reading.

## ATTACHMENTS:

- |               |    |
|---------------|----|
| 1. Ord. 14-EE | 4. |
| 2. Exhibit A  | 5. |
| 3.            | 6. |

**Submitted by:**

**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2014.09.29 15:42:13 -0500

**Department Head**

**Funds Available:**

**Junru M Roland**  
Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com, c=US  
Date: 2014.10.16 14:45:41 -0500

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.16 11:55:12 -0500

**City Attorney**

**Approved By:**

**Junru M Roland**  
Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com,  
c=US  
Date: 2014.10.16 14:46:05 -0500

**City Manager**

**ORDINANCE NO. 14-EE**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING A PERMIT TO PHILLIPS 66 PIPELINE, LLC TO CONSTRUCT CERTAIN PIPELINE FACILITIES IN CERTAIN PROPERTY OR RIGHTS-OF-WAY OF THE CITY; REGULATING SUCH CONSTRUCTION, THE DATE OF COMPLETION, AND THE LOCATIONS OF STREET CROSSINGS; PROVIDING FOR A NOTICE TO PROCEED, FEES, DEPOSITS, INSURANCE, AND A GUARANTY OF PERFORMANCE; PROVIDING FOR NON-WAIVER BY THE CITY; REGULATING CONFLICTING TERMS OF LAWS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$1,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY; AND OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

**Section 1.** This ordinance grants a permit, pursuant to the Alvin Pipeline Ordinance (Alvin Code of Ordinances, Chapter 16, Article IV), to Phillips 66 Pipeline, LLC (User) to construct the pipeline facilities described on Exhibit "A" hereto in, under, and across the rights-of-way of the City at the locations shown on Exhibit "A" hereto.

**Section 2.** Said pipeline facilities shall be constructed according to the attached Exhibit "A" and all applicable law.

**Section 3.** Said pipeline facility shall be completed no later than the following date: 365 days from approval.

**Section 4.** The points at which the pipeline facilities may cross the City's rights-of-way are specified on the attached Exhibit "A".

**Section 5.** No construction of said pipeline facilities shall begin until the City has issued a notice to proceed pursuant to the Pipeline Ordinance, after User has filed with the City proof of insurance, a guaranty of performance, and all applicable fees and deposits, all pursuant to the Pipeline Ordinance of the City.

**Section 6.** This ordinance shall not waive or impair any of the requirements of the Pipeline Ordinance of the City. This ordinance is subject to the terms of the Pipeline Ordinance. However, in the event of a conflict of terms, the more restrictive provision that provides greater protection to the City and its property shall govern and control.

**Section 7.** This ordinance is expressly conditioned upon compliance with the Alvin Pipeline ordinance and other applicable city ordinances, including but not limited to, Alvin City Code, Chapter 24, Traffic, Article III, Commercial Motor Vehicles. If any provision of the Pipeline Ordinance is not followed, a permit for the construction of facilities or this franchise may be

revoked. If a person has not followed the terms and conditions of the Pipeline Ordinance with respect to work done pursuant to a prior permit, new permits may be denied or additional terms may be required.

**Section 8.** If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

**Section 9.** This ordinance shall be effective when it has been passed and adopted by the City and has been accepted by the User as shown by User's signature hereon. This ordinance shall be void unless User signs it within thirty days of its passage and adoption. By signing this ordinance, User also represents, warrants, and agrees that User shall comply with this ordinance, the Pipeline Ordinance, and all applicable law concerning the subject matter of this ordinance.

**Section 10. Penalty.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$1000.00. Each day of violation shall constitute a separate offense. Additionally, civil remedies and penalties may be imposed for violation of any provision of ordinance pursuant to Section 16-87.

**Section 11. Repealing Clause.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 12. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Alvin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**PASSED AND APPROVED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**CITY OF ALVIN, TEXAS:**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**APPROVED AS TO FORM:**

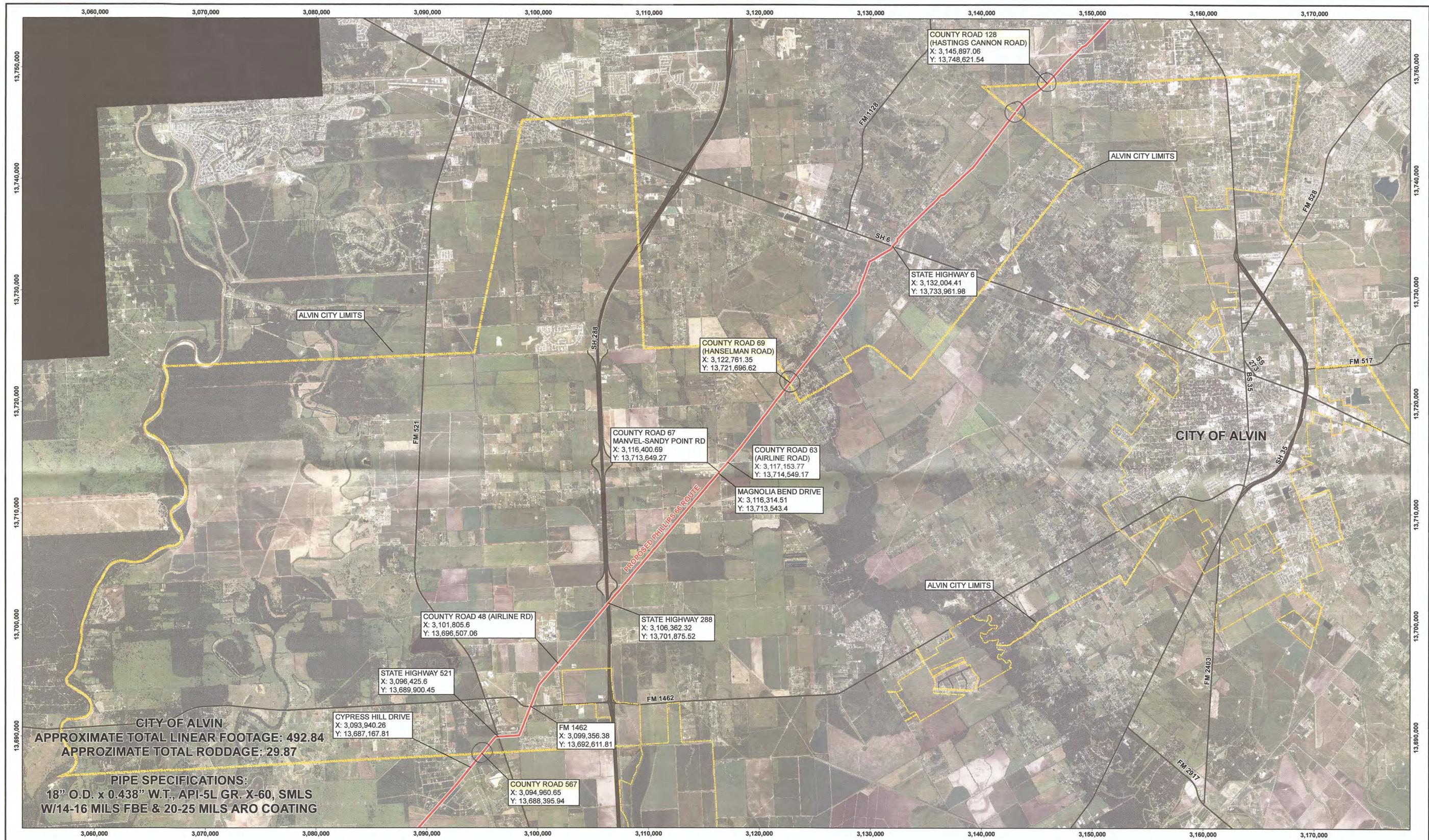
\_\_\_\_\_  
Bobbi Kacz, City Attorney

**PERMIT USER - PHILLIPS 66, LLC:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_



**LEGEND**

- PROPOSED ROUTE
- - - ALVIN CITY LIMITS

SCALE 11X17: 1" = 8000'  
SCALE 22X34: 1" = 4000'

PHILLIPS 66 PIPELINE, LLC  
P.O. BOX 4428  
HOUSTON, TX 77210  
(281) 293-6600

audubon  
Total Flexibility. Total Solutions.

Map data was compiled from the most recent and reliable sources. Audubon Engineering makes no guarantee or assumption of the accuracy of this map and assumes no liability for reliance on this information.

Coordinate System: Texas State Plane South Central, NAD 83, Feet.

REVIEWED BY:						RELEASED ONLY FOR:			
PROJ ENGR						PRELIM.	PROJ. ENGR.	FAC. ENGR.	DATE
ENGR						APPROVAL			
OPR						BID			
CONST						CONSTR.			
HS&E	8/4/2014	A	ISSUED FOR INFORMATION	IML					
	DATE	REV	DESCRIPTION	BY	CHKD	APP'D			

PHILLIPS 66  
SWEENEY MIDSTREAM PROJECT  
ALVIN CITY LIMITS MAP  
BRAZORIA COUNTY, TEXAS

ENGR: IML DGN: IML  
SCALE: AS SHOWN  
DATE: 8/4/2014

Path: X:\GISProjects\Phillips66\Sweeney Midstream Project\Road Crossing Maps\Alvin Road Maps\VP6 Alvin Road Map Overall.mxd

Exhibit A



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Michelle Segovia

## SUBJECT:

Consider Ordinance 14-EE, an ordinance granting a permit to Phillips 66 Pipeline, LLC to construct certain pipeline facilities in certain property or rights-of- way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto – first reading.

## DISCUSSION:

Phillips 66 Pipeline, LLC is proposing the construction of an 18" Natural Gas Liquids Pipeline in an existing pipeline right-of-way, this line will extend from Sweeny to Mont Belvieu. Construction began in September 2014 on portions of the line outside of the Alvin area and is expected to last until September 2015. The line is proposed to cross the City's 100' strip at four separate locations as shown on attached Exhibit A.

Phillips 66 Pipeline, LLC, through its right-of-way agent G & P Land, has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. All components of the project have been designed and will be operated in full compliance with the Texas Railroad Commission.

## RECOMMENDATION:

Move to approve Ordinance 14-EE granting a pipeline permit to Phillips 66 Pipeline, LLC on first reading.

## ATTACHMENTS:

- |               |    |
|---------------|----|
| 1. Ord. 14-EE | 4. |
| 2. Exhibit A  | 5. |
| 3.            | 6. |

**Submitted by:**

**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2014.09.29 15:42:13 -0500

**Department Head**

**Funds Available:**

**Junru M Roland**  
Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com, c=US  
Date: 2014.10.16 14:45:41 -0500

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.16 11:55:12 -0500

**City Attorney**

**Approved By:**

**Junru M Roland**  
Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o.ou,  
email=jroland@cityofalvin.com,  
c=US  
Date: 2014.10.16 14:46:05 -0500

**City Manager**

## ORDINANCE NO. 14-GG

AN ORDINANCE AMENDING CITY OF ALVIN, ORDINANCE NO. 14-AA, PASSED AND APPROVED SEPTEMBER 11, 2014, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2014-2015 BY APPROVING "BUDGET AMENDMENT I" TO THE ORIGINAL 2014-15 FY BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF FUNDS FOR THE PURPOSE OF FUNDING THE COURT COLLECTIONS ANALYST POSITION IN THE FINANCE DEPARTMENT AND AMENDING THE ORGANIZATIONAL CHART OF THE FINANCE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;

**Section 1.** That the City of Alvin 2014-2015 Fiscal Year Budget and Ordinance 14-AA adopting said budget are hereby amended for the purpose of funding the position of "Court Collections Analyst" by transferring certain funds to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference, and amending the organizational chart of the Finance Department to indicate such position as funded as set forth in Exhibit "B", attached hereto and incorporated herein by reference.

**Section 2.** All portions of the existing Alvin 2014-2015 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

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

**Section 4. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

**PASSED AND APPROVED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS:**

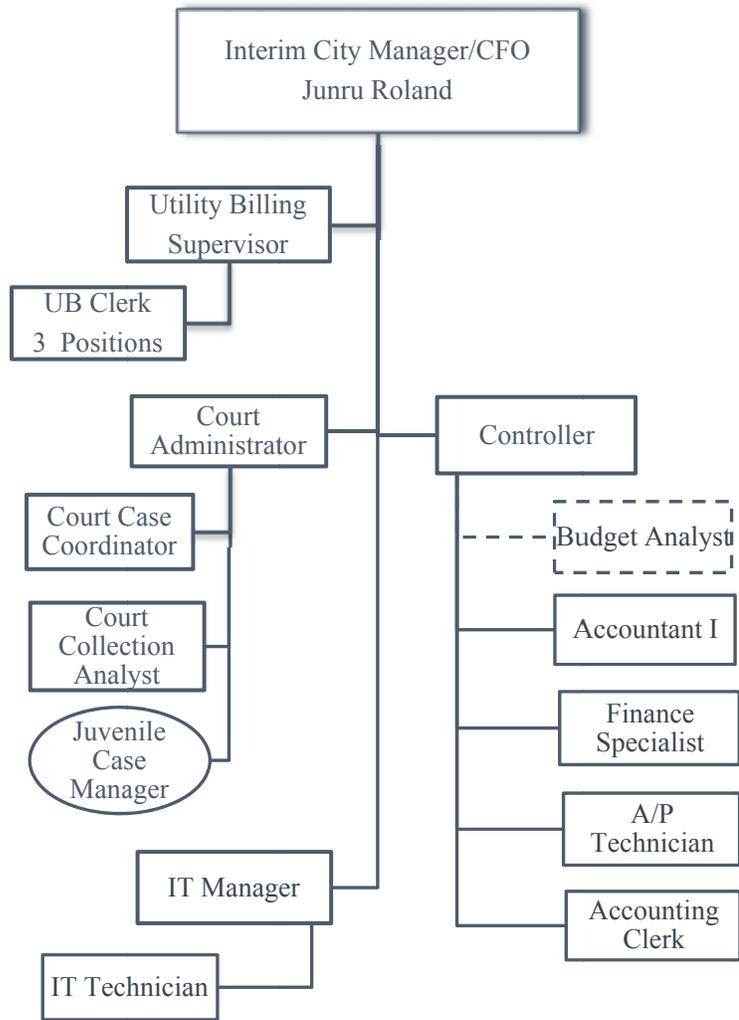
By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**EXHIBIT "A"**

Account Number	Account Description	Amount	Reason
111 2502 00 1001	SALARY	\$ 22,657	Court Clerk
111 2502 00 1009	TMRS	\$ 3,881	Court Clerk
111 2502 00 1011	FICA	\$ 1,733	Court Clerk
111-300000	FUND BALANCE	\$ 28,271	Court Clerk

Finance Department  
Proposed Organizational Chart



Department Head

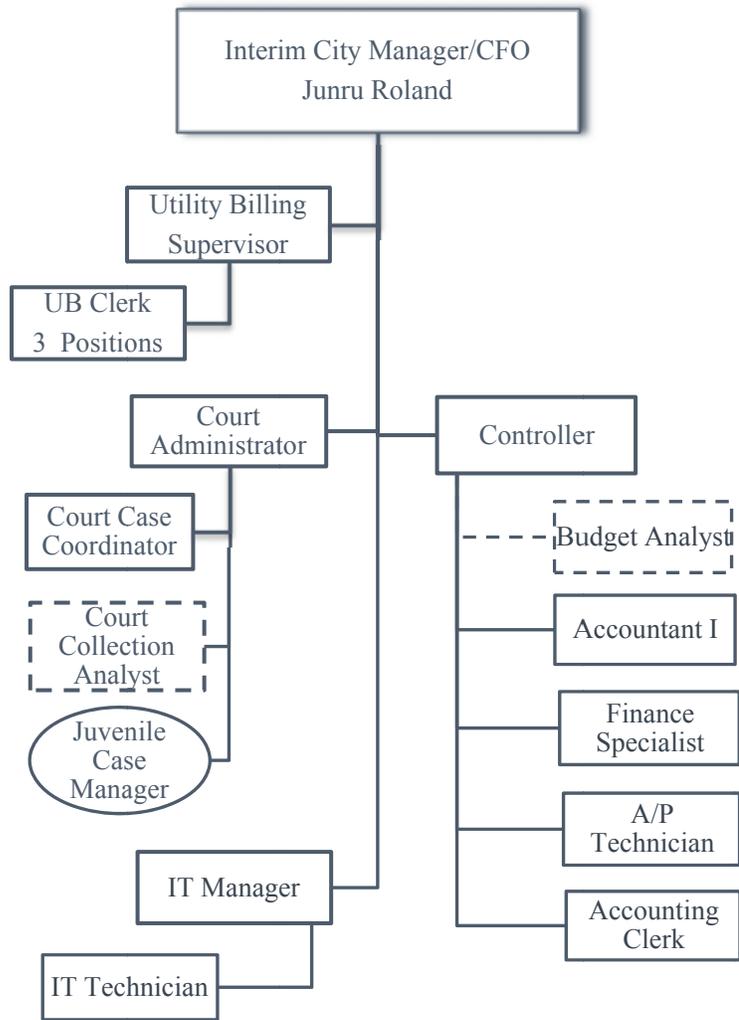
Full-time position

Full-time position -  
Funding Split

Unfunded position

Part-time position

Finance Department  
Organizational Chart



Department Head

Full-time position

Full-time position -  
Funding Split

Unfunded position

Part-time position



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** C. Fontenot

## **SUBJECT:**

---

Consider an Intergovernmental Agreement with the Houston-Galveston Area Council (H-GAC) to receive grant funds funded by TXDOT designed to increase DWI directed enforcement during certain holiday periods in order to help remove drunk drivers from our roadways and reduce traffic accidents and injuries/fatalities and authorize the Mayor to execute the agreement.

## **DISCUSSION:**

---

The Alvin Police Department applied and was accepted to participate in the 2015 Regional DWI Task Force. Alvin PD was approved for up to \$7,000.00 salary reimbursement for officers' total overtime wages and related costs, including mileage, for the period 11/01/2014 through 09/30/2015, covering six specified holiday periods.

The agreement provides that H-GAC will reimburse within 45 days of submission of the requests for reimbursement.

The goal of the grant is to reduce intoxicated drivers on the road in an effort to reduce alcohol related crashes and injuries/fatalities.

## **RECOMMENDATION:**

---

Move to approve the Intergovernmental Agreement with H-GAC enabling the Alvin Police Department to participate in the 2015 Regional DWI Task Force and authorize the Mayor to sign.

## **ATTACHMENTS:**

---

1. HGAC General Provisions-FY2015Alvin.docx 4.
2. HGAC Special Provisions\_FY2015Alvin.docx 5.
3. Attachment A-Scope of ServicesFY2015.docx 6.

**Submitted by:**

Chad Fontenot

Digitally signed by Chad Fontenot  
DN: cn=Chad Fontenot, o=City of Alvin,  
ou=Alvin Police Department,  
email=fontenot@cityofalvin.com, c=US  
Date: 2014.10.13 16:12:58 -0500

**Department Head**

**Funds Available:**

**Finance Director**

**Approved as to Form:**

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:47:43 -0500

**City Attorney**

**Approved By:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=roland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:04:27 -0500

**City Manager**

**HOUSTON-GALVESTON AREA COUNCIL  
GENERAL PROVISIONS  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 1st day of November, 2014, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and The City of Alvin, hereinafter referred to as the Contractor, having its principal place of business at 217 West Sealy, Alvin, TX 77511.

**WITNESSETH:**

**WHEREAS**, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

**WHEREAS**, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

**NOW, THEREFORE**, H-GAC and the Contractor do hereby agree as follows:

**ARTICLE 1 LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

**ARTICLE 2 APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant and Contract Management Standards ("UGMS") promulgated by the State of Texas and the state and federal statutes referenced therein.

**ARTICLE 3 INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the contractor's ability to perform services under this Agreement.

**ARTICLE 4 WHOLE AGREEMENT**

The General Provisions, Special Provisions and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE 5 SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

**ARTICLE 6 PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins **November 1, 2014** and ends **September 30, 2015**. The work under this Agreement shall begin immediately following a formal Notice to Proceed.

**ARTICLE 7 REPORTING REQUIREMENTS**

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefor. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

**ARTICLE 8 PAYMENTS**

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation Schedule in the Special Provisions.

**ARTICLE 9 NON FUNDING CLAUSE**

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article.

**ARTICLE 10 INSURANCE**

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

#### **ARTICLE 11 REPAYMENTS**

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 12 SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

#### **ARTICLE 13 AUDIT**

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules within 30 days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

#### **ARTICLE 14 EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, including the U.S. Department of Transportation and the U.S. Office of the Inspector General, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the

Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges. Additionally, the State, the United States Government, and their duly-authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of four (4) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 15 RETENTION OF RECORDS**

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than four (4) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

#### **ARTICLE 16 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the contractor may terminate its participation herein as authorized by Article 17.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

#### **ARTICLE 17 TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 day days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance

with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

**ARTICLE 18 SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 19 COPYRIGHTS**

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

**ARTICLE 20 OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

**ARTICLE 21 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

**ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60); and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

**ARTICLE 23 CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

**ARTICLE 24 POLITICAL ACTIVITY; LOBBYING CERTIFICATION**

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators.

The Contractor, if a recipient of federal assistance exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- (a) No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

#### **ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED**

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

#### **ARTICLE 27 TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor shall give credit to Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), National Highway Traffic Safety Administration (NHTSA) and H-GAC as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

**ARTICLE 29 DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 30 GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

**ARTICLE 31 ORDER OF PRIORITY**

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

\_\_\_\_\_  
Jack Steele, Executive Director  
Houston-Galveston Area Council

\_\_\_\_\_  
Paul Horn  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SPECIAL PROVISIONS

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## 1. COMPENSATION

The Contractor shall be reimbursed by H-GAC for authorized costs in accordance with 48 CFR, Ch 1, Part 31 incurred in performance of the work set out in this contract as specifically described in Attachment A. Detailed records must be maintained to show actual time devoted and costs incurred.

The Contractor will submit a final invoice within 30 days after the completion of work. Invoices submitted after this time will not be honored unless prior arrangements are made and approved in writing by H-GAC.

- A. **Maximum Compensation.** The total reimbursement under this contract shall not exceed **Seven Thousand Dollars (\$7,000)**.
  
- B. **Travel Expenses and Subsistence.** The Contractor shall be paid the actual cost incurred by personnel working on this project for travel expenses and subsistence that are certified as being correct and necessary for and directly associated with performance of this Contract. In-state travel shall be reimbursed at rates established by the State Comptrollers Office: (<http://www.cpa.state.tx.us/>). Transportation costs shall be reimbursed for Coach or comparable airfare or for private automobile, whichever is less. Out-of-state travel shall be reimbursed not to exceed current Federal Per Diem rates as allowed by 41 CFR Part 301-7 and Chapter 301 Federal Travel Regulations; Maximum Per Diem rates; Final Rule. Rental vehicle expenses shall be reimbursed at actual cost of compact car or smaller, unless approved by H-GAC in advance. (Note: Itemized receipt(s) for food is necessary)
  
- C. **Method of Payment.** H-GAC will reimburse the Contractor for services rendered on the basis of allowable costs up to the amount specified in Section 1, Part A above. Reimbursement shall be made monthly within forty-five (45) days after the receipt of the Contractor's invoice and support documentation, except as stipulated in paragraph E below. An invoice must arrive each month whether or not any expenses have occurred. In addition to documentation for travel and equipment each invoice must be accompanied by a progress report as described in Section 6, Activity Reports, below.
  
- D. **Billings.** The Contractor shall submit a Request for Reimbursement reflecting the overtime worked within eighteen (18) days of an enforcement period. The Request for Reimbursement shall include the following set of reports, where applicable, reflecting the enforcement activities conducted as part of the Regional DWI Task Force grant:
  - i. Agency Enforcement Summary Sheet (which will serve as the Agency's Request for Reimbursement);
  - ii. Officers' Shift Reports;
  - iii. Official Overtime Slips from law enforcement agency;
  - iv. Shift Reports from agency computer-aided dispatch (CAD) systems reflecting time worked;
  - v. Financial printouts from agency accounting system;
  - vi. List of public events attended where DWI and the DWI Task Force were discussed
  
- E. **Matching Fund Certification.** The Contractor shall record and report benefits and taxes that have been paid on the overtime pay accrued by participating staff during the enforcement period, as well as the number of miles driven by participating staff in the vehicle used for the enforcement activities. The rates for these items are as follows:
  - i. Retirement Match: **14.0 percent of wages - \$980.00**
  - ii. Social Security Tax: **6.2 percent of wages - \$434.00**

- iii. Medicare Tax: **1.45 percent of wages - \$102.00**
- iv. Vehicle Mileage Rate: **\$0.56 per mile** (adjusted based on Comptroller's Rate)

These rates may be subject to change based on legislative or local governmental action. H-GAC must be notified of any change in the above-listed rates made by the Contractor.

## **2. CONTRACTOR PERSONNEL**

The Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance. The Project Manager shall be **Chad Fontenot**. In the event the Project Manager becomes no longer available to this project, a substitution of like personnel with similar qualifications can only be made after obtaining prior written approval of H-GAC.

## **3. INSPECTION OF WORK**

H-GAC shall have the right to review and inspect the progress of the work described herein at all times.

## **4. PROPRIETARY RIGHTS**

Contractor agrees not to release data or information about the results of the project to any person outside of H-GAC without first obtaining written authorization to release such information from H-GAC. Contractor shall be permitted to list H-GAC as a client for marketing purposes.

## **5. INSURANCE**

H-GAC acknowledges that Contractor is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of Contractor. The Contractor represents to H-GAC that it either has adequate General Liability and Property insurance policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. The Contractor further represents to H-GAC that it either has workers' compensation insurance in the amount required by statute or is entitled to self-insure for workers compensation coverage under Texas law and has elected to do so.

## **6. ACTIVITY REPORTS**

The Contractor shall submit to H-GAC activity reports as described in Section One, Parts C and D above. The reports shall reflect enforcement activities accomplished during the previous enforcement period. These reports will include, but not be limited to the list of items required under Section One, Part D.

## **7. DISADVANTAGED BUSINESS ENTERPRISES**

- (1) Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts

financed in whole or part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

- (2) DBE Obligation. The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

H-GAC has established a goal of 22% DBE participation in its FTA third party contracting opportunities. There, any contract issued under this Agreement will carry a 22% DBE participation goal.

## 8. TITLE VI ASSURANCE

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (a) Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (b) Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.
- (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by H-GAC or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of a Contractor and is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to H-GAC or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (2) Cancellation, termination, or suspension of the Contract, in whole or in part.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. The Contractor shall take such action with respect to any subcontract or procurement as H-GAC may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request H-GAC to enter into such litigation to protect the interests of H-GAC and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **9. COMPLIANCE WITH LAWS**

The Contractor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

## **10. ENERGY POLICY**

Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## **11. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS**

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA list for Violating Facilities.

## **12. DEBARRED BIDDERS**

Contractor, including any of its officers or holders of a controlling interest, is obligated to inform H-GAC whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform H-GAC.

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred,

suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

### **13. DRUG-FREE WORKPLACE**

The Contractor agrees that if the Contractor is a recipient of more than \$25,000 in federal assistance through an H-GAC subcontract, the Contractor shall provide a "drug-free" workplace in accordance with the Drug-free Workplace Act (DFWA), March 18, 1989. For purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. The Contractor shall:

1. Publish a policy statement prohibiting the manufacture, distribution, dispensation, possession, or use of a controlled substance and notify employees of the consequences for violating this prohibition;
2. Establish a drug-free awareness program;
3. Provide each employee with a copy of its policy statement; and
4. Notify employees that, as a condition of employment, the employee must adhere to the terms of the statement and must notify the employer of any criminal drug offense within five days of conviction.

**ATTACHMENT A - SCOPE OF SERVICES  
REGIONAL DWI TASK FORCE  
RESPONSIBILITIES OF PARTICIPATING AGENCIES:**

The following are a list of expectations for officers and agencies interested in participating in the Regional DWI Task Force. This list is based on TxDOT's requirements for Selective Traffic Enforcement Program (STEP) Grants:

- A. H-GAC will serve as the administrator of the STEP Grant. H-GAC will be responsible for the following activities in the grant's administration:
  - 1. Setting up pre-Task Force meetings with participating agencies to discuss participation, protocols, and operational specifics;
  - 2. Setting up post-Task Force meetings to debrief enforcement activities;
  - 3. Determining how many officers will be participating on an enforcement weekend;
  - 4. Collecting requests for reimbursement, along with associated backup documentation;
  - 5. Submitting requests for reimbursement to TxDOT;
  - 6. Reimbursing agencies for work performed upon receipt of funds from TxDOT;
  - 7. Report on Task Force performance to TxDOT and to Task Force members.
  
- B. Task Force activities will occur during the following periods:
  - 1. Thanksgiving – November 22 – December 1, 2014
  - 2. Christmas/New Years – December 19, 2014 – January 2, 2015 (Two weekends)
  - 3. Spring Break/Rodeo/St. Patrick's Day – March 7-22, 2015 (Two weekends)
  - 4. Memorial Day – May 18 – 31, 2015
  - 5. July 4<sup>th</sup> – June 26 – July 7, 2015
  - 6. Labor Day – August 21 - September 7, 2015
  
- C. Participating agencies will be expected to assist H-GAC in carrying out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
  
- D. Participating agencies will be expected to submit all required reports to H-GAC fully completed with the most current information, and within the required times, as defined in the agency's Agreement with H-GAC and as required by TxDOT. This includes reporting to H-GAC on progress, achievements, and problems in post-operational Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

- E. Participating agencies will be expected to attend H-GAC and TxDOT grant management training, when required.
- F. Participating agencies will be expected to attend meetings according to the following:
  - 1. H-GAC will arrange for Task Force meetings in order to meet with participating agencies prior to an enforcement event to discuss procedures, protocols, and operational specifics relating to the event (e.g. enforcement area determination, intake facility locations, etc.)
  - 2. H-GAC will arrange for Task Force meetings to meet with participating agencies to present status of activities and to discuss problems and the schedule for the following enforcement event's work.
  - 3. H-GAC's project director or other appropriate qualified persons will be available to represent participating agencies at meetings requested by the TxDOT.
- G. Participating agencies will be expected to support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- H. Participating agencies must maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Participating agencies, to comply with TxDOT matching fund requirements, will supply the following information (if applicable) associated with the time worked by agency personnel:
  - 1. Retirement match paid by agency
  - 2. Workers Compensation insurance
  - 3. Social Security Tax
  - 4. Medicare Tax
  - 5. Health Insurance
  - 6. Vehicle Mileage for shift
  - 7. Indirect Costs
- J. Participating agencies will be expected to ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds, or other sources of agency revenue.
- K. Participating agencies will be expected to ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures. Each officer will need to complete an overtime slip from his or her agency as well, which must be approved by the supervisor.

- L. Participating agencies will be required to identify a supervising officer for each shift being worked by the agency.
- M. Participating agencies will be expected to ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the participating agency received specific written authorization from both H-GAC and TxDOT, through eGrants system messaging, prior to incurring costs.
- N. Participating agencies must submit a summary reimbursement request form to H-GAC within eighteen (18) days of the end of the enforcement weekend for reimbursement. With this reimbursement request form shall be attached all of the agency's daily report forms, copies of overtime slips, and copies of the agency's CAD system shift report for the shifts worked. The reimbursement submission must be certified by the agency's financial officer. Failure to submit this information in a timely manner will hold up reimbursements for all participating agencies.
- O. Participating agencies may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by H-GAC and TxDOT, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- P. An enforcement shift shall be no longer than **eight (8) hours**. Shift length will be determined prior to the shift. However, if an officer makes a STEP-related DWI arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- Q. Participating agencies should have a safety belt use policy. If a participating agency does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST).
- S. Participating agencies should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. Participating agencies will be expected to follow its own policies and procedures, as well as to enforce and comply with all federal, state, and local laws and regulations.
- U. This grant is a multi-agency effort, requiring all participants to make a diligent effort to patrol and apprehend offenders. Failure of an officer to do so may result in the overall non-achievement of goals, jeopardizing the future ability of being awarded similar grants in the future. If it is deemed that an officer is not producing results, that officer may be denied future shifts during the grant period.



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** C. Fontenot

## **SUBJECT:**

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Consider an Intergovernmental Agreement with the Houston-Galveston Area Council (H-GAC) to receive grant funds funded by TXDOT designed to increase DWI directed enforcement during certain holiday periods in order to help remove drunk drivers from our roadways and reduce traffic accidents and injuries/fatalities and authorize the Mayor to execute the agreement.

## **DISCUSSION:**

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The Alvin Police Department applied and was accepted to participate in the 2015 Regional DWI Task Force. Alvin PD was approved for up to \$7,000.00 salary reimbursement for officers' total overtime wages and related costs, including mileage, for the period 11/01/2014 through 09/30/2015, covering six specified holiday periods.

The agreement provides that H-GAC will reimburse within 45 days of submission of the requests for reimbursement.

The goal of the grant is to reduce intoxicated drivers on the road in an effort to reduce alcohol related crashes and injuries/fatalities.

## **RECOMMENDATION:**

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Move to approve the Intergovernmental Agreement with H-GAC enabling the Alvin Police Department to participate in the 2015 Regional DWI Task Force and authorize the Mayor to sign.

## **ATTACHMENTS:**

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1. HGAC General Provisions-FY2015Alvin.docx 4.
2. HGAC Special Provisions\_FY2015Alvin.docx 5.
3. Attachment A-Scope of ServicesFY2015.docx 6.

**Submitted by:**

Chad Fontenot

Digitally signed by Chad Fontenot  
DN: cn=Chad Fontenot, o=City of Alvin,  
ou=Alvin Police Department,  
email=CFontenot@cityofalvin.com, c=US  
Date: 2014.10.13 16:12:58 -0500

**Department Head**

**Funds Available:**

**Finance Director**

**Approved as to Form:**

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=jkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:47:43 -0500

**City Attorney**

**Approved By:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:04:27 -0500

**City Manager**



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Bobbi J. Kacz

## **SUBJECT:**

---

Consider approval of Resolution 14-R-41 authorizing the Mayor to execute an Agreement made pursuant to Texas Local Government Code Chapter 380 with Highland Square LTD, regarding the City's incentive for improvements made by Highland Square Ltd. to close and remove an existing entrance to the development from FM 1462 and relocate the entrance to FM 1462 at Pearson Road to improve the safety of commercial activity within the Highland Square development by providing a safer access.

## **DISCUSSION:**

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This resolution authorizes a 380 Agreement with Highland Square LTD. The Agreement requires Highland Square LTD to be solely responsible for the development and construction of the closure and removal of one of the existing entrances from FM 1462 and the relocation of a new entrance on FM 1462 that will line up with Pearson Road. Highland Square is also solely responsible for TxDOT signals and signage requirements for this roadway change. As an incentive, the City will contribute \$50,000 for project costs that are expected to exceed \$165,000 for this project. The City will pay the contribution amount to Highland Square only upon TxDOT's acceptance of the work performed.

This project is intended to promote continued local economic development and improve safety of commercial activity by providing a safer access to the Highland Square center.

## **RECOMMENDATION:**

---

Move to approve Resolution 14-R-41, approving the 380 Agreement and authorizing the Mayor to sign.

## **ATTACHMENTS:**

---

- |                                         |    |
|-----------------------------------------|----|
| 1. Resolution 14-R-41                   | 4. |
| 2. Chapter 380 Agreement - Exh A to Res | 5. |
| 3. Site drawing - Exhibit A to Agmt     | 6. |

### **Submitted by:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2014.10.15 19:36:10  
+05'00'

**Department Head**

### **Funds Available:**

**Finance Director**

### **Approved as to Form:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2013.02.07 09:21:45 -0500'

**City Attorney**

### **Approved By:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:20:09 -0500'

**City Manager**

## **RESOLUTION 14-R-41**

**A RESOLUTION BY THE COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT MADE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 380 WITH HIGHLAND SQUARE LTD, REGARDING THE CITY'S INCENTIVE FOR IMPROVEMENTS MADE BY HIGHLAND SQUARE LTD TO CLOSE AND REMOVE AN EXISTING ENTRANCE TO THE DEVELOPMENT FROM FM 1462 AND RELOCATE THE ENTRANCE TO FM 1462 AT PEARSON ROAD TO IMPROVE THE SAFETY OF COMMERCIAL ACTIVITY WITHIN THE HIGHLAND SQUARE DEVELOPMENT BY PROVIDING A SAFER ACCESS.**

**WHEREAS**, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorizes a local government to establish and provide for the administration of one or more programs, for making loans and grants and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality;

**WHEREAS**, under Chapter 380 of the Texas Local Government Code, City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City limits;

**WHEREAS**, Highland Square LTD is the owner of certain tracts of real property along FM 1462 in Alvin, Brazoria County, Texas, known as the Highland Square shopping center (the "Property"):

**WHEREAS**, the Parties desire to have certain improvements made to the Property, an existing commercial development located within the City's corporate limits, in order to promote continued local economic development and improve safety of commercial activity within the development;

**WHEREAS**, the City finds that the closure and relocation of one of the existing driveways on FM 1462 will provide a safer access to the Highland Square development;

**WHEREAS**, the City Council finds that the improvements will contribute to the economic development of the City by increasing economic activity, increasing safety, sustaining jobs and employment, generating further increased development, increased real property value and tax revenue for City, and have both direct and indirect positive impact on, and provide an overall improvement/stimulus to, the local and state economy;

**WHEREAS**, City desires to offer incentives to Highland Square LTD to enable it to develop the desired improvements;

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act have been conducted in accordance with Texas law;

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

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

**Section 2.** The Mayor is hereby authorized to execute this Agreement, attached hereto as **Exhibit “A”**.

**Section 3. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov’t Code*.

**Section 4. Effective Date.** This Resolution shall take effect upon its adoption.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS**

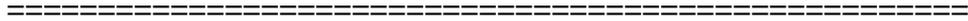
By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**EXHIBIT “A”**

**CHAPTER 380 ECONOMIC DEVELOPMENT  
AGREEMENT**

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**



This CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is entered into to be effective as of the \_\_\_\_\_ day of October, 2014 (the "Effective Date"), by and between the City of Alvin, Texas (the "City"), a Texas municipal corporation located in Brazoria County, Texas, and Highland Square LTD, a corporation formed under the laws of the State of Texas, otherwise known as the "Parties" to this Agreement.

**RECITALS**

**WHEREAS**, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorizes a local government to establish and provide for the administration of one or more programs, for making loans and grants and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality;

**WHEREAS**, under Chapter 380 of the Texas Local Government Code, City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City limits;

**WHEREAS**, Highland Square LTD is the owner of certain tracts of real property along FM 1462 in Alvin, Brazoria County, Texas, which is more particularly described as follows (the "Property"):

Lots 12-11A1-30F-30J of Newson & Swickle Subdivision in the Hooper and Wade Survey, Section 17, Abstract 423, of Brazoria County, Texas; and

Lots 12A-30A-30B of Newson & Swickle Subdivision in the Hooper and Wade Survey, Section 17, Abstract 423, of Brazoria County, Texas

**WHEREAS**, the Parties desire to have certain improvements made to the Property, an existing commercial development located within the City's corporate limits, in order to promote continued local economic development and improve safety of commercial activity within the development;

**WHEREAS**, the City finds that the closure and relocation of one of the existing driveways on FM 1462 will provide a safer access to the Highland Square development;

**WHEREAS**, the City Council finds that the improvements will contribute to the economic development of the City by increasing economic activity, increasing safety, sustaining jobs and employment, generating further increased development, increased real property value and tax revenue for City, and have both direct and indirect positive impact on, and provide an overall improvement/stimulus to, the local and state economy;

**WHEREAS**, City desires to offer incentives to Highland Square LTD to enable it to develop the desired improvements;

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act have been conducted in accordance with Texas law;

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties;

**WHEREAS**, the City Council hereby adopts these recitals and authorizes the Mayor to execute this Agreement to make certain economic development incentives to Highland Square, LTD, in recognition of the improved safety and positive economic benefits which will accrue to the Parties through this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, City and Highland Square LTD agree as follows:

## **ARTICLE I PROJECT SCOPE**

SECTION 1.1 Description of the Improvements. The improvements contemplated by this agreement consist of the closure and removal of an existing entrance from FM 1462 and the relocation of an entrance to the Highland Square shopping center from FM 1462 at Pearson Road. The new entrance will be partially located on property owned by Highland Square LTD and partially located on the State's right-of-way.

SECTION 1.2. Development and Construction. Highland Square LTD shall be solely responsible for the project development and construction of the entrance closure, removal and relocation, as described under the Parties' obligations, below.

## **ARTICLE II CITY'S OBLIGATION**

SECTION 2.1. The City will contribute \$50,000 (Fifty Thousand Dollars and No/100) to Highland Square LTD for the project upon completion of the entrance to TxDOT standards; and

Section 2.2. The City will consider the regulations concerning future traffic studies as having been satisfied for the purpose of additional development on the Property.

### **ARTICLE III HIGHLAND SQUARE LTD'S OBLIGATIONS**

SECTION 3.1. Highland Square LTD shall, at its expense, close and remove the existing entrance and construct a new entrance to the Highland Square shopping center from FM 1462 at Pearson Road. The entrance will be partially located on property owned by Highland Square LTD and partially located on the State's right-of-way.

- a. The new entrance shall be designed and constructed as one (1) 40 foot wide commercial driveway using a single row of 48" RCP with SETs, pipe runners, and 35 foot radii (more fully described on TxDOT Permit No. 14-0508 issued to Highland Square LTD Investments); and
- b. Highland Square LTD shall provide signal modifications per the plans submitted to TxDOT dated 11-11-2013.

Section 3.2. Highland Square LTD hereby acknowledges and does not contest the City's unilateral authority to effectuate a permanent closure of the entrance currently located along FM 1462, identified on Exhibit "A".

SECTION 3.3. Local Vendors. Highland Square LTD agrees to make good faith efforts to give preference and priority to suppliers of goods and services within the city of Alvin except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

SECTION 3.4. Public Use of the Entrance. Highland Square LTD shall cause the entrance to remain open to the public for use as a means of ingress and egress from the FM 1462 and Pearson Road into the Highland Square center for a period of no less than twenty-five years.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

SECTION 4.1. Representations and Warranties of Highland Square LTD. Highland Square LTD represents and warrants to City, as of the Effective Date, as follows:

SECTION 4.1.1. Organization. Highland Square LTD is a corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, and authorized to do business in the State of Texas.

SECTION 4.1.2. Authority. The execution, delivery and performance of this Agreement by Highland Square LTD are within powers and duties of the representatives executing this agreement on Highland Square LTD's behalf and have been duly authorized by all necessary action of Highland Square LTD.

SECTION 4.1.3. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of Highland Square LTD or any provision of law, statute, rule or regulation to which Highland Square LTD is subject or any judgment, decree, license, order or permit applicable to Highland Square LTD, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of Highland Square LTD pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which Highland Square LTD is a party or, by which Highland Square LTD is bound, or to which Highland Square LTD is subject.

SECTION 4.1.4. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Highland Square LTD, enforceable against Highland Square LTD in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.1.5. No Pending Litigation. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of Highland Square LTD, threatened against or affecting Highland Square LTD or any subsidiaries of Highland Square LTD, questioning the validity or any action taken or to be taken by Highland Square LTD in connection with the execution, delivery and performance by Highland Square LTD of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by Highland Square LTD hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of Highland Square LTD to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of Highland Square LTD or on the ability of Highland Square LTD to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION 4.1.6. No Defaults. Highland Square LTD is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which Highland Square LTD is a party or by which Highland Square LTD or any of its property is bound that would have any material adverse effect on Highland Square LTD's ability to perform under this Agreement.

SECTION 4.2. Representation and Warranties of City. City represents and warrants to Highland Square LTD, as of the Effective Date, as follows:

SECTION 4.2.1. Authority. The execution, delivery and performance by City of this Agreement are within its respective powers and have been duly authorized by all necessary action.

SECTION 4.2.2. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated nor compliance with the terms and provisions hereof will contravene the governing documents of City or any provision of law, statute, rule or regulation to which City is subject or any judgment, decree, license, order or

permit applicable to City, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of City pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which City is a party or by which City is bound, or to which City is subject.

**ARTICLE V  
PERSONAL LIABILITY OF PUBLIC OFFICIALS**

No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement. The expenditures made hereunder shall be paid solely from lawfully available funds that have been appropriated by City. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

**ARTICLE VI  
INFORMATION**

Highland Square LTD shall, at such times and in such form as City may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by City.

**ARTICLE VII  
MISCELLANEOUS**

SECTION 7.1. Entire Agreement. This Agreement, including exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

SECTION 7.2. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by all Parties. A section of this Agreement may be revised by addendum that includes only that section, signed by all Parties.

SECTION 7.3. Successors and Assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Highland Square LTD may assign its rights and responsibilities hereunder to (i) a lending institution of all or a portion of the Highland Square LTD's rights hereunder as security for repayment of one or more loans as may be required under Highland Square LTD's loan agreements with its lenders, or (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities and its rights to proceed with development of the Project are transferred provided that any assignee under (ii) agrees in writing to assume the Highland Square LTD's obligations under this Agreement. The City shall not unreasonably withhold its written consent. The City Manager, or the City Manager's designee, may consent to a qualifying assignment under this Section.

SECTION 7.3.1 Covenants Running With the Land. Any provision of this Agreement to the contrary, notwithstanding, the Parties hereby acknowledge and agree that the covenants,

promises and obligations contained in this Agreement provide both benefits to and burdens on the Property and this Agreement shall be recorded in the Real Property Records of Brazoria County, Texas and the covenants, promises and obligations shall run with the land and be binding on all Parties having any right, title and interest in the subject property or any portion thereof, and Highland Square LTD shall incorporate this Agreement by reference, in its entirety, in the Declaration or any covenants, conditions, or restrictions affecting the subject property. All Successors and Assigns shall be jointly and severally liable in the event of Highland Square LTD's default.

SECTION 7.4. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

SECTION 7.5. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

CITY OF ALVIN, TEXAS:

City of Alvin, Texas  
Attn: City Manager  
City Hall  
216 W. Sealy St.  
Alvin, Texas 77511  
Facsimile: (281) 331-7215

HIGHLAND SQUARE LTD:

Mr. Michael Tones  
Director of Property Management  
1215 Gessner Dr.  
Houston, Texas 77055  
713.785.1301 Fax

SECTION 7.6. Applicable Law. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Brazoria County, Texas.

SECTION 7.7. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 7.8. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose

whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 7.9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

EXECUTED to be effective as of the last date executed by either Party.

**CITY OF ALVIN, TEXAS**

216 W. Sealy St.  
Alvin, Texas 77511

By: \_\_\_\_\_  
Paul A. Horn, Mayor

DATED: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

**HIGHLAND SQUARE LTD**

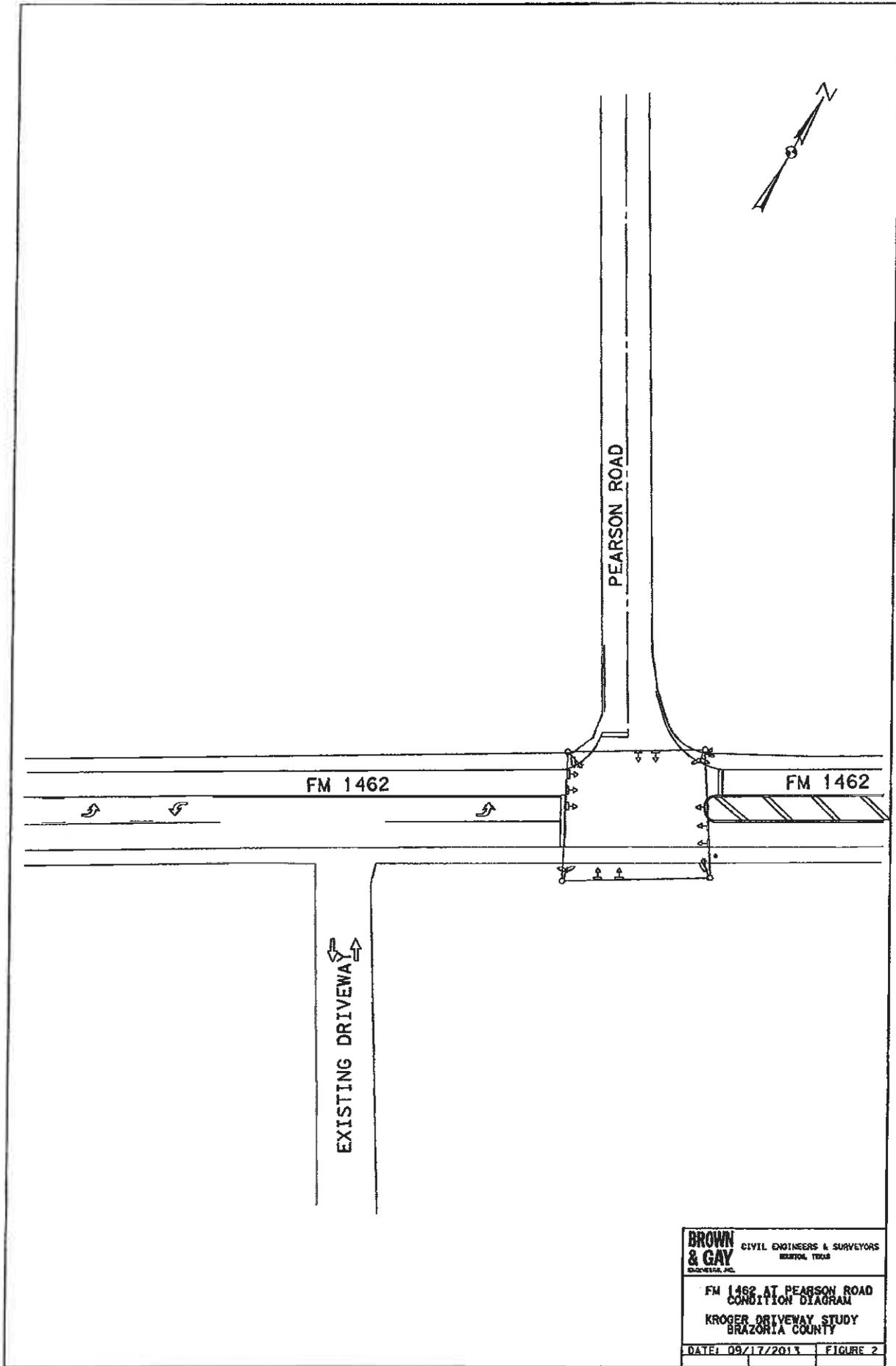
1215 Gessner Dr.  
Houston, Texas 77055

By: \_\_\_\_\_  
Dan Silvestri

DATED: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



<b>BROWN &amp; GAY</b>	CIVIL ENGINEERS & SURVEYORS REGISTERED TEXAS
FM 1462 AT PEARSON ROAD CONDITION DIAGRAM	
KROGER DRIVEWAY STUDY BRAZORIA COUNTY	
DATE: 09/17/2013	FIGURE 2

EXHIBIT A



# AGENDA COMMENTARY

Discussion Date: 10/23/2014

Approval Date: 10/23/2014

Submitted By: Brian Smith

## SUBJECT:

Consider Resolution 14-R-42 adopting the Anti-NIMBYism (Not In My Backyard) Action Plan for the City of Alvin as required by the Fair Housing Activity Statement – Texas (FHAFT) through the General Land Office of Texas.

## DISCUSSION:

General Land Office (GLO) requires the City of Alvin to meet certain requirements for grants funds received from the Hurricane Dolly & Ike grant that includes Round 2.1 & 2.2. Staff has put an Anti-NIMBYism Action Plan together as requested by GLO for adoption by Council.

## RECOMMENDATION:

Move to approve Resolution 14-R-42 adopting the Anti-NIMBYism Action Plan for the City of Alvin.

## ATTACHMENTS:

- |                              |    |
|------------------------------|----|
| 1. Resolution 14-R-42        | 4. |
| 2. Anti-NIMBYism Action Plan | 5. |
| 3.                           | 6. |

Submitted by:

Brian  
Smith

Digitally signed by Brian  
Smith  
DN: cn=Brian Smith, o=City  
of Alvin, ou=PSF, c=US  
Date: 2014.10.16 07:35:07  
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.16 13:22:30 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 14:31:05 -05'00'

City Manager

**RESOLUTION 14-R-42**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ADOPTING AN ANTI-NIMBY (NOT IN MY BACK YARD) ACTION PLAN TO COMPLY WITH THE CITY'S PREVIOUSLY APPROVED FAIR HOUSING ACTION PLAN.**

**WHEREAS**, The Fair Housing Action Plan requires that relevant local policies and practices be adopted and reviewed regarding their effect to affirmatively further fair housing choices, and

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

**Section 1.** That the City adopts the Anti-NIMBYism (Not In My Back Yard) Action Plan attached hereto and incorporated by reference.

**Section 2. Open Meeting Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't Code*.

**Section 3. Effective Date.** This Resolution shall take effect upon its adoption.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

## City of Alvin

### Anti-NIMBYism Action Plan

It is the policy of the City of Alvin to combat 'NIMBYism' within our community. NIMBY is an acronym for "Not In My Backyard". The City of Alvin understands the importance of informed residents, the importance of fair housing, and a diversified tax base that does not rely solely on one type of use within the community. Our City's Codes and Ordinances require certain buffering and screening requirements between different uses, and the City is dedicated to ensuring that new developments and fair housing opportunities in Alvin are met with cooperation and understanding rather than opposition and misinformation.

To combat NIMBYism, Alvin will take the following steps:

1. On Thursdays, Alvin holds Pre-Development Meetings with potential developers in the community. At these "PDM" meetings, City Staff will make an effort to speak with these potential developers about potential NIMBY pitfalls within the community. Further, Staff will counsel the developer on Alvin's requirements that are designed to protect the homeowners from commercial development. We will share institutional knowledge about past NIMBY issues and encourage the developer to work with the community to ensure a quality development that cooperates with neighbors and Alvin as a whole. Staff involved with PDM will also participate in training and educational programs concerning fair housing as available during various times of the year.
2. Alvin, unlike many communities, requires notice to neighboring properties for replat applications. This practice exceeds State requirements. Typically, the City provides notices to neighboring properties stretching 200 feet from the boundaries of the subject property. This notice gives the neighboring properties the opportunity to be heard, either in person or in writing, about the proposed change. While the entire community has the opportunity to learn about any proposed change by reviewing Planning Commission and/or City Council meeting agendas, this notification system, whether by e-mail, letter or on the City's website, ensures that residents are properly informed about the issues.
3. The City will strive, when appropriate, to host public hearings and town hall-type meetings on any proposed developments that the City feels will harbor any NIMBY-type sentiments. This has been the City's practice in the past, and the City will continue to work toward spreading factual information using all available technology and resources. This is especially important when new commercial or residential development is proposed at a location that abuts an existing development.



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Michelle H. Segovia

## **SUBJECT:**

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Consider a Contract with the Texas Water Development Board for a 100% FEMA funded Flood Mitigation Assistance Grant; and authorize the Mayor to execute the contract.

## **DISCUSSION:**

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In September 2013 Jeff Ward and Associates, on the City's behalf and at Council's direction, applied for a Flood Mitigation Assistance Grant to acquire and demolish two homes that FEMA had classified as Severe Repetitive Loss (SRL) properties due to the number of flood losses that had occurred in the previous ten years.

Based on the application that was submitted, FEMA has awarded the grant and authorized the Texas Water Development Board, the grant administrator, to contract with the City to distribute the grant funds for the purchase and demolition of the homes located at 3404 Hummingbird and 1409 Talmadge.

The total amount of the grant is \$226,671 and is paid 100% by FEMA with no City required match.

## **RECOMMENDATION:**

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Move to approve the Contract with Texas Water Development Board and authorize the Mayor to sign.

## **ATTACHMENTS:**

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- |                  |    |
|------------------|----|
| 1. TWDB Contract | 4. |
| 2. Exhibit A     | 5. |
| 3. Exhibit B     | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2014.09.29 17:09:34 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:13:49 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:06:41 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:06:41 -0500  
**City Manager**

STATE OF TEXAS

TWDB Contract No. 1300011762

COUNTY OF TRAVIS

Flood Mitigation Assistance  
Project Grant  
**CITY OF ALVIN, TEXAS**

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD, the Grantee serving as the administrator of the Federal Emergency Management Agency's Flood Mitigation Assistance Program, and the City of Alvin, Texas, the Subgrantee.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS  
TO STANDARD AGREEMENT**

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**ARTICLE I. DEFINITIONS:** For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

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1. TWDB - The Texas Water Development Board, or its designated representative
2. FEMA - Federal Emergency Management Agency
3. FMA – Flood Mitigation Assistance Program
4. CONTRACTOR – City of Alvin, Texas
5. EXECUTIVE ADMINISTRATOR - The Executive Administrator for the TWDB or a designated representative
6. PARTICIPANTS – N/A
7. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
8. FEMA APPROVAL AWARD DATE – August 14, 2014
9. TWDB APPROVAL DATE – March 17, 2014
10. PROJECT AREA – The project area is more specifically defined in Exhibit B (the original grant application).
11. DEADLINE FOR CONTRACT EXECUTION – December 12, 2014
12. CONTRACT EFFECTIVE DATE – July 19, 2013
13. PROJECT COMPLETION DATE – January 9, 2017

14. TOTAL PROJECT COSTS - \$226,671.00
15. FEDERAL SHARE OF THE TOTAL PROJECT COSTS - Not to exceed \$226,671.00 or 100% of eligible expenses.
16. LOCAL SHARE OF THE TOTAL PROJECT COSTS – \$0.00 or 0% of eligible expenses.
17. PAYMENT REQUEST SUBMISSION SCHEDULE – Quarterly
18. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – All costs must be incurred during the period of performance unless pre-award costs are approved. A total of \$3,000.00 in pre-award expenses is an allowable expense and shall be considered for reimbursement under this CONTRACT.

## **SECTION II. STANDARD AGREEMENT**

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### **ARTICLE I. RECITALS**

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WHEREAS, the CONTRACTOR applied through the TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in Exhibit B, the original grant application which is incorporated herein and made a permanent part of this CONTRACT;

WHEREAS, the CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COSTS;

WHEREAS, the CONTRACTOR is the entity that will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with FMA requirements;

WHEREAS, on the FEMA APPROVAL AWARD DATE, FEMA approved the CONTRACTOR's application for financial assistance;

NOW, THEREFORE, the TWDB and the CONTRACTOR agree as follows:

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### **ARTICLE II. AGREEMENTS**

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1. The United States of America, through the Director of FEMA, has agreed to fund to the CONTRACTOR, through the TWDB, the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. By acceptance of the funds awarded, the CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified therein and made a part hereof by reference.
2. Services and activities provided under this CONTRACT shall be in strict compliance with the requirements of the Texas Government Code, Chapter 742, as well as Exhibit A, FEMA Award Package, which provides for state coordination of local applications for Federal funds.
3. The CONTRACTOR will provide flood mitigation assistance to the PROJECT AREA, as delineated and described in the original application (Exhibit B), according to the scope of work contained in Exhibit C.
4. The CONTRACTOR has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS, if applicable, to the EXECUTIVE ADMINISTRATOR for approval or the FEDERAL SHARE OF THE TOTAL PROJECT COSTS will be rescinded.

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**ARTICLE III. PERIOD OF PERFORMANCE**

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The period of performance of this CONTRACT shall be from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

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**ARTICLE IV. FEDERAL LAWS AND RULES THAT APPLY**

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FEMA requires all grant recipients to comply with Federal laws and rules. These Federal laws and rules are listed in Article VIII of the FEMA award package (Exhibit A) which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR will comply with all Federal laws and rules listed in Exhibit A. Copies of those Federal laws and rules are available upon request.

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**ARTICLE V. GENERAL TERMS AND CONDITIONS**

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The specific terms and conditions of this CONTRACT are as follows:

1. The TWDB shall reimburse the CONTRACTOR for costs determined by FEMA to be allowable, allocable, and reasonable in accordance with OMB Circular A-87; Cost Principles for State and Local Governments.
2. The CONTRACTOR shall follow matching or cost sharing requirements found in 44 CFR Part 13.24, of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. The project will be administered by the CONTRACTOR as per the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (Exhibit B) was submitted to FEMA which is available at [www.fema.gov](http://www.fema.gov).
4. The CONTRACTOR shall transfer to the TWDB, for return to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other accounts arising from the performance of this CONTRACT, along with accrued interest, if any. The CONTRACTOR shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the TWDB and FEMA in any claim or suit in connection with the amounts due.
5. Prior to the start of any construction activity, the CONTRACTOR shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

6. Copyright. The TWDB and FEMA reserve a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes. Any publication resulting from work performed under this CONTRACT shall include an acknowledgement of FEMA financial support and a statement that the publication does not necessarily reflect the views of FEMA or the TWDB.
7. No subsequent grant/cooperative agreements, monetary increase amendments or time extension amendments will be approved unless all overdue financial or performance reports have been submitted by the CONTRACTOR to the TWDB. Exceptions to this policy can be approved only by FEMA.
8. The CONTRACTOR agrees by accepting funds under this CONTRACT to comply with all provisions of 44 CFR 13.32, Equipment. FEMA Form 20-18, Government Property form, is to be used to report Government Property. Instructions on which property items are to be reported should be provided in writing by FEMA.
9. No Debt Against the State. This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.
10. Independent Contractor and Insurance. For the purposes of this CONTRACT, the CONTRACTOR will be considered an independent contractor and, therefore, solely responsible for liability resulting from negligent acts or omissions and shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect itself, from liability arising out of this CONTRACT.
11. Procurement Laws. The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

12. Right to Audit. The CONTRACTOR and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the CONTRACT. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this CONTRACT that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.
  
13. Force Majeure. Unless otherwise provided, neither CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.
  
14. Severance Provision. Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain in full force and effect.
  
15. Registration Requirement. Pursuant to the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006, Pub. L. 109-282, the CONTRACTOR will be required to obtain a Data Universal Numbering System (DUNS) Number and register with Central Contractor Registration (CCR), and maintain current registration at all times through the System for Award Management ([www.sam.gov](http://www.sam.gov)) during which this Agreement is in effect.

16. Indemnification. The CONTRACTOR shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR, arising out of the activities and work conducted pursuant to this CONTRACT. The CONTRACTOR is solely responsible for liability arising out of its negligent acts or omissions during the performance of this CONTRACT. This agreement does not create any third party cause of action and the CONTRACTOR does not waive any immunity available under state law.

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## **ARTICLE VI. STANDARDS OF PERFORMANCE.**

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1. Personnel. CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
2. Professional Standards. CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that he is authorized to acquire subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
3. Antitrust. CONTRACTOR represents and warrants that neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15, of the Federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.
4. Conflict of Interest. CONTRACTOR represents and warrants that CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.

5. CONTRACTOR represents and warrants that neither CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.
6. Proprietary and Confidential Information. CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
7. Public Information Act. CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
8. Accurate and Timely Record Keeping. CONTRACTOR warrants and represents that he will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, CONTRACTOR agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.
9. Dispute Resolution. The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.
10. Contract Administration. The TWDB shall designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between the TWDB and CONTRACTOR. The TWDB's contract manager shall supervise the TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

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**ARTICLE VII.      DISTRIBUTING GRANT FUNDS**

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1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COSTS. The TWDB shall reimburse the CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COSTS of each invoice up to ninety percent (90%) of the total FEDERAL SHARE pending the CONTRACTOR's performance and TWDB's review and approval of project completion according to the specific close-out requirements for FMA, at which time the TWDB shall pay the remaining ten percent (10%) to the CONTRACTOR.

Notwithstanding the above referenced paragraph, the TWDB may provide advance funds to the CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by the CONTRACTOR. Such advance shall be in compliance with FEMA regulations, including but not limited to 44 CFR §13.21(c). The CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments.

2. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontracts or agreements have been approved by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and approval of contracts or agreements between the CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of the TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that the TWDB assumes no legal obligations under its subcontracts or agreements and is merely a third-party beneficiary of the same. Each subcontract or agreement shall include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts shall conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. The CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

3. The CONTRACTOR shall submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SUBMISSION SCHEDULE and in accordance with the approved task and expense budgets contained in Exhibit D to this CONTRACT.
4. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed 10% of the total authorized amount by this CONTRACT. Larger deviations shall require approval by EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 44 CFR Part 13.30 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR and the subcontractors are consistent with the terms of this CONTRACT. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

5. The CONTRACTOR and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
6. Once the CONTRACTOR chooses the advance method for distribution of grant funds and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to the CONTRACTOR the amount shown in Section I, Item 18, if applicable, but not to exceed the percent of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS.
7. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, the CONTRACTOR will submit a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR for another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. The CONTRACTOR will attach to the Request for Advance Checklist, the most recent written performance report described in Article IX, Item 1 of this Section and the documentation listed in Item 8 below. Any expenses incurred by the CONTRACTOR above the amount of the previous advance will be reimbursed to the CONTRACTOR based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS of this CONTRACT.

8. For reimbursement, the CONTRACTOR will submit a Payment Request Checklist and the documentation listed below, according to the PAYMENT SUBMISSION SCHEDULE. The Payment Request package will include the following:
- a. The most recent written performance report required by Article IX, Item 1 of this Section,
  - b. Summary of total expenses incurred and amounts paid, including the following information:
    1. CONTRACTOR's Vendor Identification Number;
    2. TWDB Contract Number;
    3. The reimbursement period: beginning (date) through ending (date);
    4. TOTAL PROJECT COSTS for the reimbursement period broken down by budget categories contained in Exhibit D;
    5. Total In-kind services, if applicable;
    6. Less LOCAL SHARE OF THE TOTAL PROJECT COSTS for the billing period, if applicable;
    7. Total FEDERAL SHARE OF THE TOTAL PROJECT COSTS for the billing period;
    8. Total costs to be reimbursed by the TWDB for the billing period; and
    9. Certification, signed by the CONTRACTOR's authorized representative, that the expenses submitted for the reimbursement period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT;
  - c. For direct expenses incurred by the CONTRACTOR for subcontracted work:
    - Copies of invoices from the subcontractor to the CONTRACTOR and proof of payment;
    - A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in Exhibit D; and the total dollar amount paid to and due to the subcontractors. Any payments of expenses which the CONTRACTOR withholds from a subcontractor for the purposes of retainage, shall be considered to have been paid by the CONTRACTOR for purposes of determining expenses paid under the previous sentence; and
    - Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
  - d. For direct expenses incurred by the CONTRACTOR other than subcontracted work:
    - A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in Exhibit D; and
    - Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)

- e. For travel expenses for the CONTRACTOR and/or subcontractors –
- Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superceded. Receipts required for lodging;
  - Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
  - All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
9. No later than forty-five (45) days after the PROJECT COMPLETION DATE, the CONTRACTOR will provide a final reconciliation of expended amounts under the CONTRACT.
10. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by the CONTRACTOR and the amounts advanced by the TWDB to the CONTRACTOR, the CONTRACTOR will refund to the TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by the CONTRACTOR exceed the amounts advanced by the TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to the CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS.
11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within ten (10) business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement.
12. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, the CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
13. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.
14. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

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## ARTICLE VIII. FINANCIAL REPORTS

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1. The CONTRACTOR shall submit one copy of the TWDB Quarterly Financial Report (TWDB QFR) either through the mail to Contracting and Purchasing or by email to [contracts@twdb.texas.gov](mailto:contracts@twdb.texas.gov) within fifteen (15) days following the end of each quarter of the project with the exception of the final Financial Status Report, which shall be due forty-five (45) days after PROJECT COMPLETION DATE.
2. If applicable, the CONTRACTOR shall submit all other reporting requirements as stated in Exhibit A of this CONTRACT.

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## ARTICLE IX. PERFORMANCE REPORTING

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1. Quarterly. The CONTRACTOR shall submit an original quarterly Performance Report (FEMA Form 20-22, Narrative Statement Report form) and any supporting documentation to the TWDB's contract manager within fifteen (15) days following the end of each quarter in accordance with Article V, Item 3
2. Final Report. The CONTRACTOR shall submit an original final Performance Report (FEMA Form 20-22, Narrative Statement Report form) and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Article V, Item 3. The report shall be submitted to the TWDB's contract manager within forty-five (45) days following PROJECT COMPLETION DATE.

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## ARTICLE X. AMENDMENT, TERMINATION, AND STOP ORDERS

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1. **Notice**. Notwithstanding any other provision herein, the EXECUTIVE ADMINISTRATOR may terminate this CONTRACT without cause in whole or in part by providing written notice to CONTRACTOR.
2. **Discontinuation of Work**. Upon receiving notice of termination, CONTRACTOR will discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's termination instructions.  
  
Further, CONTRACTOR will delay or terminate all applicable orders and subcontracts.
3. **Unpaid Balances**. In the event that this CONTRACT is terminated, the TWDB's only liability will be to pay CONTRACTOR the unpaid balance due CONTRACTOR for work actually performed.
4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall

discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within sixty (60) days after receipt by the CONTRACTOR of the Stop Work Order, the TWDB retains the rights to terminate in accordance with the foregoing provisions.

5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from FEMA. The CONTRACTOR should notify the EXECUTIVE ADMINISTRATOR in writing within ninety (90) days prior to the PROJECT COMPLETION DATE if an extension is required.
6. If termination of the CONTRACT occurs, the procedures described in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments will be followed.

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## **ARTICLE XI. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS**

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All correspondence, reports, and reimbursements related to this CONTRACT shall be made to the following addresses:

For the TWDB:

**Contract Issues:**

Texas Water Development Board  
Attention: Contract Administration  
P.O. Box 13231  
Austin, Texas 78711-3231  
Email: [contracts@twdb.texas.gov](mailto:contracts@twdb.texas.gov)

**Payment Request Submission:**

Texas Water Development Board  
Attention: Accounts Payable  
P.O. Box 13231  
Austin, Texas 78711-3231  
Email: [invoice@twdb.texas.gov](mailto:invoice@twdb.texas.gov)

**Physical Address:**

Stephen F. Austin State Office Building  
1700 N. Congress Avenue  
Austin, Texas 78701

For the CONTRACTOR:

**Contract Issues:**

Michelle H. Segovia, P.E., CFM  
City Engineer  
City of Alvin Engineering Department  
1100 W. Highway 6  
Alvin, Texas 77511  
Email: [msegovia@cityofalvin.com](mailto:msegovia@cityofalvin.com)  
Phone: 281-388-4341; Fax: 281-331-7516

**Payment Request Submission:**

Michelle H. Segovia, P.E., CFM  
City Engineer  
City of Alvin Engineering Department  
1100 W. Highway 6  
Alvin, Texas 77511  
Email: [msegovia@cityofalvin.com](mailto:msegovia@cityofalvin.com)  
Phone: 281-388-4341; Fax: 281-331-7516

**Physical Address:**

1100 W. Highway 6  
Alvin, Texas 77511

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in duplicate originals.

**TEXAS WATER DEVELOPMENT  
BOARD**

**CITY OF ALVIN, TEXAS**

\_\_\_\_\_  
Kevin Patteson  
Executive Administrator

\_\_\_\_\_  
The Honorable Paul A. Horn  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A**  
**FEMA AWARD PACKAGE**

**Exhibit B**  
**ORIGINAL GRANT APPLICATION**

## **Exhibit C IMPLEMENTATION PLAN**

### Appraisal and Appraisal Review

City/Contractor will hire an independent State certified appraisal firm. The basis of valuation (pre-event or current fair market value) will be determined at the time of award. Since this is FMA, if no event occurs between application submittal and implementation, the basis of compensation will be current fair market value as there has not been a recent flood event affecting these homes.

Once appraisals are complete, each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the City/Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. The review of owner appraisals and the preparation of revised offers will be billed for each parcel as appropriate.

### Develop Data for Determining Compensation

Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The City/Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made if pre-event value is used as the basis for valuation.

### Prepare Determination of Compensation and Offer to Sell Real Property

Utilizing the data developed or obtained in above Tasks, the City/Contractor will prepare the following documents for the City's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.

### Meet with Owners

Each parcel owner will be scheduled for a personal meeting at which time the letter from the City explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner.

### Review and Oversight of Title Company Activities

The City/Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The City/Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the City/Contractor will seek resolution from the Title Company.

### Deeds

The City/Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate City. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as directed by FEMA and/or the Grant agency.

### Oversee and Coordinate Settlements

The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.

### Demolition

City/Contractor will competitively procure a demolition contract to demolish, within 90 days of settlement each property.

### Determine Relocation Benefits for Eligible Tenants. Specifically:

The City/Contractor will review eligibility for relocation benefits. The City/Contractor will obtain information from each tenant and calculate benefit amounts to be paid. The City/Contractor will prepare an Agreement for each eligible tenant and will oversee the payment of benefits. Work with the City and local real estate agent(s) to identify comparable units in the community and adjacent communities if none are available in the community. Assist tenants with facilitating the move and determine any additional moving allowance.

Note: As FEMA funded programs must be voluntary in nature, providing relocation benefits is only required if the structure being acquired is tenant occupied.

**Exhibit D**

**TASK BUDGET**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Task 1	Pre-Award Application Development	\$3,000.00
Task 2	Survey	700.00
Task 3	Appraisals	1,000.00
Task 4	Acquisition Project Rep Fee	2,400.00
Task 5	Settlement Expenses – 1409 W. Talmage	1,172.00
Task 6	Settlement Expenses – 3404 Hummingbird Ln.	1,355.00
Task 7	Mitigation Offer – 1409 W. Talmage	60,780.00
Task 8	Mitigation Offer – 3404 Hummingbird Ln.	83,100.00
Task 9	Supplemental Housing	45,000.00
Task 10	Demolition – 1409 W. Talmage	7,932.00
Task 11	Demolition – 3404 Hummingbird Ln.	8,232.00
Task 12	Grant Administration Fee (Subapplicant Management)	12,000.00
<b>Total</b>		<b>\$226,671.00</b>

**EXPENSE BUDGET**

<b>EXPENSE CATEGORY</b>	<b>AMOUNT</b>
Demolition	\$16,164.00
Subcontractor	15,700.00
Property Buyout <sup>1</sup>	194,807.00
<b>Total</b>	<b>\$226,671.00</b>

<sup>1</sup> **Property Buyout** is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing, and Tenant or Inhabitant Relocation Assistance



**U.S. Department of Homeland Security**

FEMA Region VI  
Federal Regional Center  
800 N. Loop 288  
Denton, TX 76209



**FEMA**

August 14, 2014

**Kathy Hopkins**  
**SRL Lead- Mitigation Specialist, Texas Water Development Board**  
**1700 North Congress Avenue**  
**P.O. Box 13231**  
**Austin, TX 78711-3231**

Dear **Kathy Hopkins**:

Enclosed is an executed copy of FEMA Form 76-10A reflecting Amendment 1 to your award number EMT-2014-FM-E001. The purpose of this amendment is to add sub-grant FMA-PJ-06-TX-2013-002. Your PARS Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call **Marty Chester** at **940-898-5216**.

Sincerely,

// signed //

**Michael J Brown**  
Assistance Officer

<b>Subgrant Number</b>	<b>Description</b>	<b>Condition</b>
FMA-PJ-06-TX-2013-002 (0)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) OTHER (enter specifics in comments)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Executive Order 11988 - Floodplains		If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Executive Order 11988 - Floodplains		Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Executive Order 11988 - Floodplains		Applicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

*O.M.B. NO. 3067-0206  
Expires February 29,2004*

<b>1. AGREEMENT NO.</b> EMT-2014-FM-E001	<b>2. AMENDMENT NO.</b> 2	<b>3. RECIPIENT NO.</b> 74-2378168	<b>4. TYPE OF ACTION</b> <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> CA <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> AMENDMENT	<b>5. CONTROL NO.</b> T372132N
---------------------------------------------	------------------------------	---------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------

<b>6. RECIPIENT NAME AND ADDRESS</b> Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231	<b>7. ISSUING FEMA OFFICE AND ADDRESS</b> FEMA Region VI Federal Regional Center 800 N. Loop 288 Denton, TX 76209	<b>8. PAYMENT OFFICE AND ADDRESS</b>
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<b>9. NAME OF RECIPIENT PROJECT OFFICER</b> Kathy Hopkins	<b>PHONE NO.</b> 512-463-6198	<b>10. NAME OF FEMA PROJECT OFFICER</b> MARTY CHESTER	<b>PHONE NO.</b> 940-898-5216
--------------------------------------------------------------	----------------------------------	----------------------------------------------------------	----------------------------------

<b>11. EFFECTIVE DATE OF THIS ACTION</b> 08/14/2014	<b>12. METHOD OF PAYMENT</b> <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER <b>PARS</b>	<b>13. ASSISTANCE ARRANGEMENT</b> <input type="checkbox"/> COST REIMBURSEMENT <input checked="" type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER	<b>14. PERFORMANCE PERIOD</b> From: 07/19/2013 To: 01/09/2017 <b>BUDGET PERIOD</b> From: To:
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**15. DESCRIPTION OF ACTION**  
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
FMA PJ	97.029	2014-05-J117-R062-4101-D	\$11,069,828.55	\$226,671.00	\$11,296,499.55	\$1,102,105.45
<b>TOTALS</b> ▶			\$11,069,828.55	\$226,671.00	\$11,296,499.55	\$1,102,105.45

b. To describe changes other than funding data or financial changes, attach schedule and check here

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO  YES  NO  
FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b> kevin patteson - GRANTEE	<b>DATE</b> 08/14/2014
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> MICHAEL BROWN - Assistance Officer	<b>DATE</b> 08/14/2014

FEMA Form 76-10A, MAR 01

U.S. DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 ATTACHMENT to FEMA Form 76-10A, Obligating Document for Award/Amendment

Obligation Number: EMT-2014-FM-E001 (2)  
 Recipient: Texas Water Development Board (TWDB)  
 Program: Flood Mitigation Assistance

Block 15b. Description of Action Changes

This amendment is generated to add one sub-grant as indicated below.

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded by this FEMA Form 76-10a are available for obligation by the recipient only during the period **07/19/2013 through 1/9/2017**. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:		Federal		Non-federal		Total	Amendment	POP Begin	POP End
FMA-PJ-06-TX-2013-001	Flood Mitigation Projects Nassau Bay	88.70%	5,879,742.05	11.30%	748,943.95	6,628,686.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-005	City of Beaumont Acquisition	100.00%	965,626.00	0.00%	0.00	965,626.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-006	City of Pinehurst Acquisition	90.00%	161,518.50	10.00%	17,946.50	179,465.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-007	Cherokee Drainage Project	75.00%	1,005,645.00	25.00%	335,215.00	1,340,860.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-010	City of Orange Acquisition	100.00%	227,000.00	0.00%	0.00	227,000.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-011	League City Elevation	100.00%	2,830,297.00	0.00%	0.00	2,830,297.00	0, 1	7/19/2013	1/9/2017
<b>FMA-PJ-06-TX-2013-002</b>	<b>City of Alvin</b>	<b>100.00%</b>	<b>226,671.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>226,671.00</b>	<b>2</b>	<b>7/19/2013</b>	<b>1/9/2017</b>

11,296,499.55                      1,102,105.45                      12,398,605.00

FY 2013  
FLOOD MITIGATION ASSISTANCE PROGRAM  
GRANT AGREEMENT ARTICLES

FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT ARTICLES  
CFDA# 97.029

**GRANTEE:** Texas Water Development Board

**AGREEMENT NUMBER:** EMT-2014-FM-E001

**AMENDMENT NUMBER:** 2

**DESIGNATED AGENCY:** Texas Water Development Board

**PERFORMANCE PERIOD:** July 19, 2013 through January 9, 2017

**GENERAL INFORMATION:**

The **FLOOD MITIGATION ASSISTANCE** (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

**ARTICLE I. FEMA AUTHORITY**

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA), hereinafter referred to as "the Grantor," agrees to grant to the State/Indian Tribal or Territory government, through its designated agency named above, hereinafter referred to as "the Grantee," funds in the amount specified on the obligating document, to support the **FLOOD MITIGATION ASSISTANCE** Grant Program, authorized under Sections 1361(A) (42 U.S.C. 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. 4001, *et seq.* – the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264.

The Grantee agrees to abide by the Grant terms and conditions as set forth in this document.

## **ARTICLE II. PROJECT DESCRIPTION**

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

## **ARTICLE III. PERIOD OF PERFORMANCE**

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be **July 19, 2013** through **January 9, 2017**. All costs must be incurred during the period of performance unless pre-award costs are approved.

## **ARTICLE IV. AMOUNT AWARDED**

This Grant Award is for the administration and completion of an approved **FLOOD MITIGATION ASSISTANCE project**. Funds approved under this Grant may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Grantee shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is available in the cost estimate section of each subgrant application.

The Grantee shall follow regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

## **ARTICLE V. COST-SHARE**

The cost-share requirement for this award is noted on each subgrant cost estimate. No more than half of the non-Federal share can be provided as in-kind contributions from third parties. The FMA program offers up to 90% Federal cost-share funding for properties that are designated as Severe Repetitive Loss where the Grantee also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future SRL properties. The cost-share for FMA is governed by 44 CFR Part 79.4(c).

## **ARTICLE VI. FEMA OFFICIALS**

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Marty Chester

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant.

The Assistance Officer is: Michael J. Brown

## **ARTICLE VII. TERMS AND CONDITIONS**

The specific terms and conditions of this agreement are as follows:

### **ASSURANCE COMPLIANCE:**

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

### **Prohibition on Using Federal Funds.**

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

### **Compliance with Program Guidance.**

The recipient agrees that all use of funds under this Grant will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

### **BUDGET REVISIONS:**

The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

### **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an

award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate recipient acceptance of the changes to the award.

**CLOSEOUT:**

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report (2;) final program performance report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and closeout the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report closing out the grant is submitted to FEMA in compliance with 44 CFR 13.42.

**CONSTRUCTION PROJECT REQUIREMENTS:**

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

**COPYRIGHT:**

The Grantee is free to copyright any original work developed in the course of or under this Grant. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**COST-SHARE:**

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with

the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

**ENFORCEMENT:**

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, which provides for enforcement when the Terms and Conditions of this Grant are not met.

**EQUIPMENT/SUPPLIES:**

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

**FUNDS TRANSFER:**

No transfer of funds to agencies other than those identified in the approved Grant shall be made without prior approval of FEMA.

**INSURANCE:**

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

**PAYMENT:**

Grantee shall be paid using the FEMA Payment and Reporting System (PARS), provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and sub grantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant Agreement.

**DUPLICATION OF PROGRAMS:**

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

**DUPLICATION OF BENEFITS:**

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subgrants from HMA programs), legal awards, or other benefits associated with properties or damage that are or

could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

**NON DISCRIMINATION:**

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

**CHANGES IN SCOPE OF WORK:**

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

**PERFORMANCE PERIODS:**

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

**EXTENSIONS:**

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

**RECOUPMENT OF FUNDS:**

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

**RECOVERY OF FUNDS:**

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

**REFUND, REBATE, CREDITS:**

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

**REPORTS:**

**Federal Financial Reports (SF-425) – Required Quarterly.**

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity

occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

**TERMINATION:**

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant will be commenced and processed as prescribed under Article VII. 3.

**ARTICLE VIII. GOVERNING PROVISIONS**

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars and Code of Federal Regulations are also applicable to this Grant Award:

2 CFR 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

2 CFR 225 Cost Principles for State and Local Governments (formerly OMB Circular A-87)

2 CFR 220 Cost Principles for Educational Institutions

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. §4001, *et seq.* – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR 225- (OMB Circular A-87)-COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS

2 CFR Part 230 (OMB Circular A-122)- COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS

48 CFR Part 31.2 (FAR)

# Cost Review (Grants)

FMA-PJ-06-TX-2013-002 (0): City of Alvin SRL acquisition and demolition [EMT-2014-FM-E001 (2)]

[Revision History](#)

Acquisition of Private Real Property (Structures and Land) - Riverine							
Cost Type	Item Name	Office	Eligible	Unit Quantity	Unit of Measure	Unit Cost	Total Cost
Administrative Expense	Acquisition Project Rep Fee	Applicant	N/A	2	EA	\$1,200.00	\$2,400.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$1,200.00	\$2,400.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$1,200.00	\$2,400.00
Administrative Expense	Appraisals	Applicant	N/A	2	EA	\$500.00	\$1,000.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$500.00	\$1,000.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$500.00	\$1,000.00
Administrative Expense	Grant Administration Fee (Subapplicant Mgmt)	Applicant	N/A	80	HR	\$150.00	\$12,000.00
		Program	<input checked="" type="checkbox"/>	80	HR	\$150.00	\$12,000.00
		Grants	<input checked="" type="checkbox"/>	80	HR	\$150.00	\$12,000.00
Administrative Expense	Settlement Expenses - 1409 W. Talmage	Applicant	N/A	1	EA	\$1,172.00	\$1,172.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$1,172.00	\$1,172.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$1,172.00	\$1,172.00
Administrative Expense	Settlement Expenses - 3404 Hummingbird Ln	Applicant	N/A	1	EA	\$1,355.00	\$1,355.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$1,355.00	\$1,355.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$1,355.00	\$1,355.00
Administrative Expense	Survey	Applicant	N/A	2	EA	\$350.00	\$700.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$350.00	\$700.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$350.00	\$700.00
Demolition And Removal	Demolition - 1409 W. Talmage	Applicant	N/A	1	EA	\$7,932.00	\$7,932.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$7,932.00	\$7,932.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$7,932.00	\$7,932.00
Demolition And Removal	Demolition - 3404 Hummingbird Lane	Applicant	N/A	1	EA	\$8,232.00	\$8,232.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$8,232.00	\$8,232.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$8,232.00	\$8,232.00
Land, Structures, Right-of-way	Mitigation Offer Amount - 1409 W. Talmage	Applicant	N/A	1	EA	\$60,780.00	\$60,780.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$60,780.00	\$60,780.00

		Grants	<input checked="" type="checkbox"/>	1 	EA	\$ 60780.00 	\$ 60780.00
Land, Structures, Right-of-way	Mitigation Offer Amount - 3404 Hummingbird Lane	Applicant	N/A	1	EA	\$83,100.00	\$83,100.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$83,100.00	\$83,100.00
		Grants	<input checked="" type="checkbox"/>	1 	EA	\$ 83100.00 	\$ 83100.00
Preliminary Expense	Pre-award - application Development	Applicant	N/A	1	EA	\$3,000.00	\$3,000.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$3,000.00	\$3,000.00
		Grants	<input checked="" type="checkbox"/>	1 	EA	\$ 3000.00 	\$ 3000.00
Relocation Payments To Individuals And Businesses	Supplemental Housing	Applicant	N/A	2	EA	\$22,500.00	\$45,000.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$22,500.00	\$45,000.00
		Grants	<input checked="" type="checkbox"/>	2 	EA	\$ 22500.00 	\$ 45000.00

<b>Proposed Total Cost (A):</b>	\$226,671.00	<b>* Total Eligible Cost (D):</b>	\$226,671.00
<b>Proposed Federal Share % (B):</b>	100.00000000%	<b>* Total Ineligible Cost (E = A - D):</b>	\$0.00
<b>Proposed Federal Share (C = A * B):</b>	\$226,671.00	<b>* Eligible Federal Share (F = D * B):</b>	\$226,671.00
<b>Proposed Non Federal Share (A - C):</b>	\$0.00	<b>* Eligible Non-Federal Share (G = D - F):</b>	\$0.00

\* Calculated based on the Eligible Cost (Grants) numbers.

14:58:38

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

## NEPA DETERMINATION

Non Compliant Flag: No                      EA Draft Date:                      EA Final Date:  
EA Public Notice Date:                      EA Fonsi Date:                      Level: CATEX  
EIS Notice of Intent Date:                      EIS ROD Date:

**Comments:** Under this FEMA FMA grant, the City of Alvin proposes to acquire and demolish two severe repetitive loss structures. The properties will remain as open space in perpetuity. 3404 Hummingbird Lane (Latitude: 29.40461; Longitude: -95.27761) and 1409 W Talmage St (Latitude: 29.426; Longitude: -95.25821), Alvin, Brazoria County, Texas.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(vii). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- dweir - 02/03/2014 23:38:49 GMT

## CATEX CATEGORIES

Catex Category Code	Description	Selected
vii	(vii) The acquisition of properties and the associated demolition/removal or relocation of structures under any applicable authority when the acquisition is from a willing seller, the buyer coordinated acquisition planning with affected authorities, and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices.	Yes

## EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within AO, AE, and AE Floodway zones, areas of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48039C0145H, dated 06/05/1989. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - dweir - 02/03/2014 23:44:32 GMTApplicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative. - dweir - 02/03/2014 23:44:54 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on February 3, 2014, for the site indicates that the area is not located within nor does it affect a designated wetland. - dweir - 02/03/2014 23:46:21 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on February 3, 2014, for the site indicates that the area is not located within nor does it affect a designated wetland. - dweir - 02/03/2014 23:46:21 GMT*****VOID ABOVE COMMENT***** - dweir - 02/03/2014 23:47:14 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

14:58:38

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

Environmental Law/ Executive Order	Status	Description	Comments
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	No historic properties affected, Sarah Birtchet, SHPOs office, correspondence dated 9/16/2013. - dweir - 02/03/2014 23:39:45 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
OTHER (enter specifics in comments)	Completed	Review concluded	Asbestos Hazard Emergency Response Act (AHERA) - dweir - 02/03/2014 23:43:33 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

**Special Conditions required on implementation of Projects:**

Applicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

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Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: OTHER (enter specifics in comments)

Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## Subgrant Project Application

**Application Title:** City of Alvin SRL acquisition and demolition

**Subgrant Applicant:** City of Alvin

**Application Number:** TX-2013-001

**Application Year:** 2013

**Grant Type:** Project Application

**Address:** 216 West Sealy Street , Alvin, TX 77511-0000

Contact  
Authorized Subgrant Agent

Title	Mr.
First Name	Terry
Middle Initial	
Last Name	Lucas
Title	City Manager
Agency/Organization	City of Alvin
Address 1	216 West Sealy Street
Address 2	
City	Alvin
State	TX
ZIP	77511
Phone	281-338-4230 Ext.
Fax	
Email	tlucas@cityhall.cityofalvin.com

Point of Contact

Title	Mr.
First Name	Jeff
Middle Initial	
Last Name	Ward
Title	
Agency/Organization	JSW & Associates, Inc.
Address 1	14401 BOOKCLIFF CT
Address 2	
City	Purcellville
State	VA
ZIP	20132
Phone	540-668-6945 Ext.
Fax	866-635-6582
Email	jward@rstarmail.com

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information system database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
X	485451_QBM0Z0ECZ	<u>ALVIN, CITY OF</u>	485451	N		485451	14

Comments

Attachments

State	TX	
Community Name	ALVIN, CITY OF	
County Name	TEXAS	
County Code	BRAZORIA COUNTY	
City Code	485451	
<u>IPS Code</u>	039	<a href="#">Help</a>
<u>CID Number</u>	485451	<a href="#">Help</a>
<u>CRS Community</u>	N	
<u>CRS Rating</u>		
State Legislative District	485451	
US Congressional District	14	
<u>IRM or FHBM available?</u>	Yes	
<u>Community Status</u>	PARTICIPATING	<a href="#">Help</a>
Community participates in <u>NFIP?</u>	Yes	
Date entered in NFIP	02-19-1971	
Date of most recent <u>Community Assistance Visit (CAV)?</u>	02-22-2010	<a href="#">Help</a>

Mitigation Plan

Does the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Houston Galveston Area Council Hazard Mitigation Plan

What is the type of plan? Local MultiJurisdictional Multihazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 10-11-2012

Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. This application is for the acquisition and demolition of Severe Repetitive Loss properties, which is a top priority of FEMA, the State of TX, and the City of Alvin

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment
-----------	-----------	--------------	------------

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Texas Mitigation Plan - Standard

What is the type of plan? Standard State Multi-hazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 10-26-2007

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. The acquisition and demolition of SRL properties is the State's top priority and this application is for the acquisition and demolition of SRL properties.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

City of Alvin SRL acquisition and demolition

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
200.1	Acquisition of Private Real Property (Structures and Land) - Riverine

Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

The City proposes to acquire and demolish two properties on FEMA's validated SRL list.

Is there construction in this project?

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

Demolition. See attached maps in property section for the location of these properties within the City of Alvin

Scope of Work (Page 2 of 3)

Latitude:

29.252706

Longitude:

-95.14432

Describe the need for this activity. Why should this mitigation activity be completed?

These two properties that are the subject of this application are currently insured, on FEMA's SRL list, and have a combined total of 9 claims over the past 24 years. The acquisition and demolition of these properties is a very effective use of FMA program funding.

Who will the mitigation activity benefit and/or impact?

These homes are not removed from harm's way, they will continue to experience NFIP paid losses on a frequent basis.

How will the mitigation activity be implemented?

These homes will be acquired, any tenants will be provided relocation assistance (with the support of a full time relocation team), the structures will be demolished, and the land will be allowed to revert to its natural state. The City has hired an acquisition and relocation firm that has assisted Cities and Counties in the acquisition/demolition of over 5,000 flood prone and/or flood damaged properties. Most of these acquisitions have been with FEMA mitigations, and have followed HMA guidance. Where tenants were involved, this consultant facilitated tenant relocation assistance. Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with sea board, 100-yr wind design, etc.):

The City will employ the services of an acquisition/demolition expert to assist in the implementation of this project. This expert has facilitated the acquisition and demolition of over 5,000 properties, following FEMA written guidance. For this reason, we feel this project is technically feasible. This project will be effective in eliminating damage to property and loss of life by acquiring these two homes, making the property no longer vulnerable and removing the structures from harm's way. A mitigation offer will be established based upon the HMA guidance and an offer will be extended to the owner. Once the property is acquired all improvements and underground utilities will be removed and the properties will be deeded as open space in perpetuity.

Who will manage and complete the mitigation activity?

The Mitigation activity will be managed by the City Engineer for the City of Alvin, with assistance from the City's buyout consultant. The City has hired an acquisition and relocation firm that has assisted Cities and Counties in the acquisition/demolition of over 5,000 flood prone and/or flood damaged properties. Most of these acquisitions have been with FEMA mitigations, and have followed HMA guidance. Where tenants were involved, this consultant facilitated tenant relocation assistance. Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Scope of Work (Page 3 of 3)

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

This project will address the flood hazard and once the project is complete, there will be no residual risk.

When will the mitigation activity take place?

Once the grant is funded and the award accepted by the City, the appraisal process will begin. Based on owner's ability to vacate the homes, the entire process will take approximately 12 months.

Why is this project the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?

The other alternatives considered were to elevate the properties or to do nothing. If the properties were elevated, the risk is not eliminated because the properties are still in the path of future floods. Doing nothing is also an option, however these properties have severe repetitive losses and leaving them as they are today will keep the homes at risk. The only way to ensure the homes and people are out of harms way is to acquire and demolish these properties.

Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:

The resultant vacant lots will be included in the mowing schedule with the City's other publicly owned vacant parcels.

If you would like to make any comments, please enter them below:

Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Attachments:

[Buyout Implementation Process.docx](#)

Properties

**Damaged Property Address:**

Address line 1 3404 Hummingbird Land  
 Address line 2  
 City Alvin  
 County Brazoria  
 State TX  
 ZIP 77511

**Owner Information:**

First Name Joe  
 Middle Name  
 Last Name Guerrero  
 Home Office  
 Cell Ext.

**Owner's Mailing Address:**

Address line 1 3404 Hummingbird Land  
 Address line 2  
 Other (PO Box, Route, etc)  
 City Alvin  
 State TX  
 ZIP 77511

Does this property have other co-owners or holders of recorded interest? N

**Property Information:**

Latitude 29.24166  
Longitude -95.16394  
 Year Built 1970  
 Structure Type Single Family  
 Property Tax Identification Number  
 Legal Description Vestern Acres (A0487 Hooper & Wade)(Alvin), Block 2, Lot 11  
 Does this property have an NFIP Policy Number Yes  
 Policy Number 4804487211  
 Hazards to be mitigated: Flood  
 Property Action ACQDEMO

**Property Information II:**

Substantially Damaged? No  
Purchase Offer Amount 94,737.00  
Base Flood Elevation feet  
First Floor Elevation feet  
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet  
 Foundation type  
Flood Zone Designation Area of special flood hazards having shallow water depths and/or unpredictable flow paths between 1 and 3 feet (A0)

Comments  
 IRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizen Form attached.

Attachments  

Name	Date Attached
------	---------------

<a href="#"><u>3404 Hummingbird - FIRMette.pdf</u></a>	08-06-2013
<a href="#"><u>Voluntary Interest Form - 3404 Hummingbird.pdf</u></a>	08-06-2013
<a href="#"><u>Plcs - 3404 Hummingbird.pdf</u></a>	08-06-2013
<a href="#"><u>3404 Hummingbird - map.pdf</u></a>	08-06-2013
<a href="#"><u>3404 Hummingbird US Cert letter.pdf</u></a>	08-07-2013

Properties

**Damaged Property Address:**

Address line 1 1409 W Talmage St  
 Address line 2  
 City Alvin  
 County Brazoria  
 State TX  
 ZIP 77511

**Owner Information:**

First Name Bobby  
 Middle Name  
 Last Name Lejeune  
 Home Office  
 Cell Ext.

**Owner's Mailing Address:**

Address line 1 1409 W Talmage St  
 Address line 2  
 Other (PO Box, Route, etc)  
 City Alvin  
 State TX  
 ZIP 77511

Does this property have other co-owners or holders of recorded interest? N

**Property Information:**

Latitude 29.253567  
 Longitude -95.152954  
 Year Built 1964  
 Structure Type Single Family  
 Property Tax Identification Number  
 Legal Description  
 Location (Alvin), Block 27, Lot 3  
 Does this property have an NFIP Policy Number Yes  
 Policy Number RL00046939  
 Hazards to be mitigated: Flood  
 Property Action ACQDEMO

**Property Information II:**

Substantially Damaged? No  
Purchase Offer Amount 71,934.00  
Base Flood Elevation feet  
First Floor Elevation feet  
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet  
 Foundation type  
Flood Zone Designation Area of special flood hazard with water surface elevations determined (A1-30, AE)

Comments  
 IRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizenship form attached.

Attachments

Name	Date Attached
Plcs -1409 W. Talmadge.pdf	08-06-2013

TWDB Contract No. 1300011762  
 Exhibit B, Page 10 of 29

1409 W. Talmadge - map.pdf

08-06-2013

Voluntary Interest form - 1409 Talmadge.pdf

08-06-2013

1409 Talmadge FIRMette.pdf

08-06-2013

1409 Talmadge US Cert letter.pdf

08-06-2013

Description Of Task	Starting Point	Unit Of Time	Schedule		Work Complete By
			Duration	Unit Of Time	
Contract for title company and appraisal firm	1	DAYS	1	MONTHS	City's buyout consultant
Notify owner of award	1	DAYS	1	MONTHS	City's buyout consultant
Conduct Appraisal	1	MONTHS	2	MONTHS	Appraiser
Determine Mitigation offer and prepare necessary paperwork	3	MONTHS	1	MONTHS	City's buyout consultant
Present Offer to Owner	4	MONTHS	2	MONTHS	City's buyout consultant
Conduct Settlement	6	MONTHS	4	MONTHS	Title Company
Demolish Property	7	MONTHS	3	MONTHS	Demolition Contractor
Project Closeout	10	MONTHS	2	MONTHS	City of Alvin and City's buyout consultant
Estimate the total duration of the proposed activity:			12	MONTHS	

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine

Federal Share: \$ 226,671.00

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Appraisals	Administrative Expense	2.00	Each	\$ 500.00	\$ 1,000.00
Acquisition Project Rep Fee	Administrative Expense	2.00	Each	\$ 1,200.00	\$ 2,400.00
Settlement Expenses - 1409 W. Talmage	Administrative Expense	1.00	Each	\$ 1,172.00	\$ 1,172.00
Survey	Administrative Expense	2.00	Each	\$ 350.00	\$ 700.00
Demolition - 1409 W. Talmage	Demolition And Removal	1.00	Each	\$ 7,932.00	\$ 7,932.00
Grant Administration Fee (Subapplicant Mgmt)	Administrative Expense	80.00	Hour	\$ 150.00	\$ 12,000.00
Demolition - 3404 Hummingbird Lane	Demolition And Removal	1.00	Each	\$ 8,232.00	\$ 8,232.00
Settlement Expenses - 3404 Hummingbird Ln	Administrative Expense	1.00	Each	\$ 1,355.00	\$ 1,355.00
Litigation Offer Amount - 1409 W. Talmage	Land, Structures, Right-of-way	1.00	Each	\$ 60,780.00	\$ 60,780.00
Pre-award - application Development	Preliminary Expense	1.00	Each	\$ 3,000.00	\$ 3,000.00
Litigation Offer Amount - 3404 Hummingbird Lane	Land, Structures, Right-of-way	1.00	Each	\$ 83,100.00	\$ 83,100.00
Supplemental Housing	Relocation Payments To Individuals And Businesses	2.00	Each	\$ 22,500.00	\$ 45,000.00
				<b>Total Cost</b>	<b>\$ 226,671.00</b>

Total Project Cost Estimate: \$ 226,671.00

Cost Share

Activity Cost Estimate	\$ 226,671.00	
Federal Share Percentage	100%	
Non-Federal Share Percentage	0%	
	Dollars	Percentage
Proposed Federal Share	\$ 226,671.00	100%
Proposed Non-Federal Share	\$ 0.00	0%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
<b>Grand Total</b>			<b>\$ 0.00</b>	

If you would like to make any comments, please enter them below.

As this is 100% federal share, there is no cost share

Attachments

Cost Effectiveness

Attach the Benefit Cost Analysis (BCA), if completed for this project

Net Present Value of Project Benefits (A)	\$ 552000.0
Total Project Cost Estimate (B)	\$ 226671.0
What is the Benefit Cost Ratio for the entire project (A/B)?	2.44

If you would like to make any comments, please enter them below.

For benefits calculation we used the guidance from FEMAs August 15, 2013 Memo titled Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas. Therefore, \$276,000 in benefits were used for each of the two properties in this application. Attached is a BCA technical Memo explain the methodology used, Environmental Benefits Calculation, CAD records for use in estimated acquisition cost, and the BCA summary excel spreadsheet.

Attachments:

- [404 Hummingbird.pdf](#)
- [409 W. Talmadge.pdf](#)
- [FOIA\\_BCA\\_tech memo.doc](#)
- [BCA from Egrants.xls](#)

**4. National Historic Preservation Act - Historic Buildings and Structures**

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? Yes

If Yes, you must confirm that you have provided the following:

- The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
- Attached materials or additional comments.

Comments:

See attached SHPO concurrence letter for the one property > 45 years old

Attachments:

- [409 West Talmage Alvin 77511 - SHPO.pdf](#)
- [ALVIN SHPO release.pdf](#)

**5. National Historic Preservation Act - Archeological Resources**

1. Does your project involve disturbance of ground? No

If Yes, you must confirm that you have provided the following:

- A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- Attached materials or additional comments.

Comments:

Attachments:

**6. Endangered Species Act and Fish and Wildlife Coordination Act**

1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? No

If Yes, you must confirm that you have provided the following:

- Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

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- Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.
- Attached materials or additional comments.

Comments:

2. Does your project remove or affect vegetation? No

If Yes, you must confirm that you have provided the following:

- Description of the amount (area) and type of vegetation to be removed or affected.
- A site map showing the project area and the extent of vegetation affected.
- Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Attached materials or additional comments.

Comments:

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- Attached materials or additional comments.

Comments:

Attachments:

**2. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)**

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

- Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- Attached materials or additional comments.

Comments:

Attachments:

**E. Executive Order 11988 (Floodplain Management)**

\* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? **Yes**

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

See attached FIRM to the Property section of this application.

\* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
- Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
- Attached materials or additional comments.

Comments:

Attachments:

**F. Coastal Zone Management Act**

\* 1. Is the project located in the State's designated coastal zone? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.
- Attached materials or additional comments.

Comments:

Attachments:

**G. Farmland Protection Policy Act**

\* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? **No**

Comments:

Attachments:

**H. RCRA and CERCLA (Hazardous and Toxic Materials)**

\* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Attachments:

**Executive Order 12898, Environmental Justice for Low Income and Minority Populations**

\* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

- Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

Comments:

Attachments:

**I. Other Environmental/Historic Preservation Laws or Issues**

\* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Attachments:

C. Summary and Cost of Potential Impacts

1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

- Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
- Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- Considered alternatives that could minimize both the impacts and the cost of the project.
- Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

Attachments:

Evaluation

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program (PDMC) nor Legislative Pre-Disaster Mitigation Program (LPDM).

Complete

Not applicable

Assurances and Certifications

Please click the link in the status column to view forms.

Forms

Status

Part II: FEMA Form 20-16B, Assurances Construction Programs.

Complete

Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

Complete

Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)

Not Applicable

## FEMA Form 20-16B, Assurances-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 USC Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.

TWDB Contract No. 1300011762

Exhibit B, Page 23 of 29

20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

Michelle Segovia, hereby sign this form as of 08-07-2013.

## Print Application

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an \* are required.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**  
As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

### Standard Form LLL Disclosure of Lobbying Activities Not Attached

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

### DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

i. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Explanation:

### DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later

than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	ZIP
404 Hummingbird Lane	Alvin	TX	77511-7071
409 W Talmage St	Alvin	TX	77511-5948

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Michelle Segovia, hereby sign this form as of 08-07-2013.

Comments and Attachments			
Name of Section	Comment	Attachment	Date Attache
Application Level	Attached is the COG letter, the TWDB required application, the SF 20-15, the SF 20-22, the SHPO letter for the one property over 45 years old, the subapplicant management fee details, and the eligibility and completeness checklist	<a href="#">FORM 20-22 - SRL.pdf</a>	08-06-2013
		<a href="#">FEMA Form 20-15.pdf</a>	08-06-2013
		<a href="#">SHPO Letter.pdf</a>	08-13-2013
		<a href="#">TWDB Severe Repetitive Loss Program Application.pdf</a>	08-06-2013
		<a href="#">COG Letter for Alvin FMA.pdf</a>	08-06-2013
		<a href="#">city of alvin Eligibility Checklist.pdf</a>	08-06-2013
		<a href="#">City of Alvin Subapplicant Management Fee - 2 home.xls</a>	09-30-2013
Scope of Work	Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.	<a href="#">Buyout Implementation Process.docx</a>	09-30-2013
Cost Share	As this is 100% federal share, there is no cost share		
Cost Effectiveness	Benefits calculation we used the guidance from FEMA's August 15, 2013 Memo titled Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas. Therefore, \$276,000 in benefits were used for each of the two properties in this application. Attached is a BCA technical Memo explain the methodology used, Environmental Benefits Calculation, CAD records for use in estimated acquisition cost, and the BCA summary excel spreadsheet.	<a href="#">BCA from Egrants.xls</a>	09-16-2013
		<a href="#">COA BCA tech memo.doc</a>	09-16-2013
		<a href="#">1409 W. Talmadge.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird.pdf</a>	08-06-2013
HP - A - National Historic Reservation Act Historic Buildings and Structures	See attached SHPO concurrence letter for the one property > 45 years old	<a href="#">ALVIN SHPO release.pdf</a>	09-20-2013
		<a href="#">1409 West Talmage Alvin 77511 - SHPO.pdf</a>	09-16-2013
HP - E - Executive Order 1988 (Floodplain Management)	See attached FIRM to the Property section of this application.		
Property - 1409 W Talmage ST Alvin 77511	FIRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizenship form attached.	<a href="#">Plcs -1409 W. Talmadge.pdf</a>	08-06-2013
		<a href="#">1409 W. Talmadge - map.pdf</a>	08-06-2013
		<a href="#">Voluntary Interest form - 1409 Talmage.pdf</a>	08-06-2013
		<a href="#">1409 Talmage FIRMette.pdf</a>	08-06-2013
		<a href="#">1409 Talmage US Cert letter.pdf</a>	08-06-2013
Property - 3404 Hummingbird AND Alvin 7511	FIRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizen Form attached.	<a href="#">Voluntary Interest Form - 3404 Hummingbird.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird US Cert letter.pdf</a>	08-07-2013
		<a href="#">3404 Hummingbird - map.pdf</a>	08-06-2013
		<a href="#">Plcs - 3404 Hummingbird.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird - FIRMette.pdf</a>	08-06-2013

**APPLICATION FOR FEDERAL ASSISTANCE (SF 424)**

1. TYPE OF SUBMISSION  
Construction

2. DATE SUBMITTED  
09-30-2013

Applicant Identifier

3. DATE RECEIVED BY STATE  
09-30-2013

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

APPLICANT INFORMATION

Legal Name  
City of Alvin

Organizational Unit  
City of Alvin

Address  
16 West Sealy Street,  
Alvin, TX 77511

Name and telephone number of the person to be contacted on matters involving this application  
Terry Lucas, 281-338-4230

EMPLOYER IDENTIFICATION NUMBER (EIN)  
4-6000033

6.a. DUNS NUMBER R  
832425672

7. TYPE OF APPLICANT  
Local Government

TYPE OF APPLICATION  
Project Application

9. NAME OF FEDERAL AGENCY  
Federal Emergency Management Agency

3. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  
City of Alvin SRL acquisition and demolition

2. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)  
RAZORIA COUNTY

3. PROPOSED PROJECT:

Start Date:

End Date :

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant TX  
b. Project TX

5. ESTIMATED FUNDING

. Federal	\$ 226,671.00
. Applicant	\$ 0.00
. State	\$ 0.00
. Local	\$ 0.00
. Other	\$ 0.00
Program Income	\$ 0.00
. TOTAL	\$ 226,671.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  
YES. 18-JUL-2011

9. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

Name of Authorized Representative  
Michelle Segovia

b. Title

c. Telephone Number  
2813884341

Signature of Authorized Representative  
Michelle Segovia

e. Date Signed  
09-30-2013

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  
No

Comments for FEMA

Application is approved by TWDB.

**U.S. Department of Homeland Security**

FEMA Region VI  
Federal Regional Center  
800 N. Loop 288  
Denton, TX 76209



**FEMA**

August 14, 2014

**Kathy Hopkins**  
**SRL Lead- Mitigation Specialist, Texas Water Development Board**  
**1700 North Congress Avenue**  
**P.O. Box 13231**  
**Austin, TX 78711-3231**

Dear **Kathy Hopkins**:

Enclosed is an executed copy of FEMA Form 76-10A reflecting Amendment 1 to your award number EMT-2014-FM-E001. The purpose of this amendment is to add sub-grant FMA-PJ-06-TX-2013-002. Your PARS Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call **Marty Chester** at **940-898-5216**.

Sincerely,  
// signed //

**Michael J Brown**  
Assistance Officer

<b>Subgrant Number</b>	<b>Description</b>	<b>Condition</b>
FMA-PJ-06-TX-2013-002 (0)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) OTHER (enter specifics in comments)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Executive Order 11988 - Floodplains		If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Executive Order 11988 - Floodplains		Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Executive Order 11988 - Floodplains		Applicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

*O.M.B. NO. 3067-0206  
Expires February 29, 2004*

<b>1. AGREEMENT NO.</b> EMT-2014-FM-E001	<b>2. AMENDMENT NO.</b> 2	<b>3. RECIPIENT NO.</b> 74-2378168	<b>4. TYPE OF ACTION</b> <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> CA <input checked="" type="checkbox"/> AMENDMENT	<b>5. CONTROL NO.</b> T372132N
---------------------------------------------	------------------------------	---------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------

<b>6. RECIPIENT NAME AND ADDRESS</b> Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231	<b>7. ISSUING FEMA OFFICE AND ADDRESS</b> FEMA Region VI Federal Regional Center 800 N. Loop 288 Denton, TX 76209	<b>8. PAYMENT OFFICE AND ADDRESS</b>
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<b>9. NAME OF RECIPIENT PROJECT OFFICER</b> Kathy Hopkins	<b>PHONE NO.</b> 512-463-6198	<b>10. NAME OF FEMA PROJECT OFFICER</b> MARTY CHESTER	<b>PHONE NO.</b> 940-898-5216
--------------------------------------------------------------	----------------------------------	----------------------------------------------------------	----------------------------------

<b>11. EFFECTIVE DATE OF THIS ACTION</b> 08/14/2014	<b>12. METHOD OF PAYMENT</b> <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER <b>PARS</b>	<b>13. ASSISTANCE ARRANGEMENT</b> <input type="checkbox"/> COST REIMBURSEMENT <input checked="" type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER	<b>14. PERFORMANCE PERIOD</b> From: 07/19/2013 To: 01/09/2017 <b>BUDGET PERIOD</b> From: To:
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**15. DESCRIPTION OF ACTION**  
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
FMA PJ	97.029	2014-05-J117-R062-4101-D	\$11,069,828.55	\$226,671.00	\$11,296,499.55	\$1,102,105.45
<b>TOTALS</b> ➔			\$11,069,828.55	\$226,671.00	\$11,296,499.55	\$1,102,105.45

b. To describe changes other than funding data or financial changes, attach schedule and check here

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO  YES  NO  
FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b> kevin patteson - GRANTEE	<b>DATE</b> 08/14/2014
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> MICHAEL BROWN - Assistance Officer	<b>DATE</b> 08/14/2014

U.S. DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 ATTACHMENT to FEMA Form 76-10A, Obligating Document for Award/Amendment

Obligation Number: EMT-2014-FM-E001 (2)  
 Recipient: Texas Water Development Board (TWDB)  
 Program: Flood Mitigation Assistance

Block 15b. Description of Action Changes

This amendment is generated to add one sub-grant as indicated below.

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded by this FEMA Form 76-10a are available for obligation by the recipient only during the period **07/19/2013 through 1/9/2017**. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:		Federal		Non-federal		Total	Amendment	POP Begin	POP End
FMA-PJ-06-TX-2013-001	Flood Mitigation Projects Nassau Bay	88.70%	5,879,742.05	11.30%	748,943.95	6,628,686.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-005	City of Beaumont Acquisition	100.00%	965,626.00	0.00%	0.00	965,626.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-006	City of Pinehurst Acquisition	90.00%	161,518.50	10.00%	17,946.50	179,465.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-007	Cherokee Drainage Project	75.00%	1,005,645.00	25.00%	335,215.00	1,340,860.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-010	City of Orange Acquisition	100.00%	227,000.00	0.00%	0.00	227,000.00	0, 1	7/19/2013	1/9/2017
FMA-PJ-06-TX-2013-011	League City Elevation	100.00%	2,830,297.00	0.00%	0.00	2,830,297.00	0, 1	7/19/2013	1/9/2017
<b>FMA-PJ-06-TX-2013-002</b>	<b>City of Alvin</b>	<b>100.00%</b>	<b>226,671.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>226,671.00</b>	<b>2</b>	<b>7/19/2013</b>	<b>1/9/2017</b>

11,296,499.55                      1,102,105.45                      12,398,605.00

FY 2013  
FLOOD MITIGATION ASSISTANCE PROGRAM  
GRANT AGREEMENT ARTICLES

FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT ARTICLES  
CFDA# 97.029

**GRANTEE:** Texas Water Development Board

**AGREEMENT NUMBER:** EMT-2014-FM-E001

**AMENDMENT NUMBER:** 2

**DESIGNATED AGENCY:** Texas Water Development Board

**PERFORMANCE PERIOD:** July 19, 2013 through January 9, 2017

**GENERAL INFORMATION:**

The **FLOOD MITIGATION ASSISTANCE** (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

**ARTICLE I. FEMA AUTHORITY**

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA), hereinafter referred to as "the Grantor," agrees to grant to the State/Indian Tribal or Territory government, through its designated agency named above, hereinafter referred to as "the Grantee," funds in the amount specified on the obligating document, to support the **FLOOD MITIGATION ASSISTANCE** Grant Program, authorized under Sections 1361(A) (42 U.S.C. 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. 4001, *et seq.* – the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264.

The Grantee agrees to abide by the Grant terms and conditions as set forth in this document.

## **ARTICLE II. PROJECT DESCRIPTION**

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

## **ARTICLE III. PERIOD OF PERFORMANCE**

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be **July 19, 2013** through **January 9, 2017**. All costs must be incurred during the period of performance unless pre-award costs are approved.

## **ARTICLE IV. AMOUNT AWARDED**

This Grant Award is for the administration and completion of an approved **FLOOD MITIGATION ASSISTANCE project**. Funds approved under this Grant may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Grantee shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is available in the cost estimate section of each subgrant application.

The Grantee shall follow regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

## **ARTICLE V. COST-SHARE**

The cost-share requirement for this award is noted on each subgrant cost estimate. No more than half of the non-Federal share can be provided as in-kind contributions from third parties. The FMA program offers up to 90% Federal cost-share funding for properties that are designated as Severe Repetitive Loss where the Grantee also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future SRL properties. The cost-share for FMA is governed by 44 CFR Part 79.4(c).

## **ARTICLE VI. FEMA OFFICIALS**

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Marty Chester

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant.

The Assistance Officer is: Michael J. Brown

## **ARTICLE VII. TERMS AND CONDITIONS**

The specific terms and conditions of this agreement are as follows:

### **ASSURANCE COMPLIANCE:**

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

### **Prohibition on Using Federal Funds.**

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

### **Compliance with Program Guidance.**

The recipient agrees that all use of funds under this Grant will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

### **BUDGET REVISIONS:**

The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

### **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an

award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate recipient acceptance of the changes to the award.

**CLOSEOUT:**

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report (2;) final program performance report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and closeout the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report closing out the grant is submitted to FEMA in compliance with 44 CFR 13.42.

**CONSTRUCTION PROJECT REQUIREMENTS:**

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

**COPYRIGHT:**

The Grantee is free to copyright any original work developed in the course of or under this Grant. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**COST-SHARE:**

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with

the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

**ENFORCEMENT:**

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, which provides for enforcement when the Terms and Conditions of this Grant are not met.

**EQUIPMENT/SUPPLIES:**

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

**FUNDS TRANSFER:**

No transfer of funds to agencies other than those identified in the approved Grant shall be made without prior approval of FEMA.

**INSURANCE:**

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

**PAYMENT:**

Grantee shall be paid using the FEMA Payment and Reporting System (PARS), provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and sub grantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant Agreement.

**DUPLICATION OF PROGRAMS:**

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

**DUPLICATION OF BENEFITS:**

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subgrants from HMA programs), legal awards, or other benefits associated with properties or damage that are or

could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

**NON DISCRIMINATION:**

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

**CHANGES IN SCOPE OF WORK:**

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

**PERFORMANCE PERIODS:**

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

**EXTENSIONS:**

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

**RECOUPMENT OF FUNDS:**

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

**RECOVERY OF FUNDS:**

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

**REFUND, REBATE, CREDITS:**

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

**REPORTS:**

**Federal Financial Reports (SF-425) – Required Quarterly.**

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity

occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

**TERMINATION:**

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant will be commenced and processed as prescribed under Article VII. 3.

**ARTICLE VIII. GOVERNING PROVISIONS**

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars and Code of Federal Regulations are also applicable to this Grant Award:

2 CFR 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

2 CFR 225 Cost Principles for State and Local Governments (formerly OMB Circular A-87)

2 CFR 220 Cost Principles for Educational Institutions

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. §4001, *et seq.* – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR 225- (OMB Circular A-87)-COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS

2 CFR Part 230 (OMB Circular A-122)- COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS

48 CFR Part 31.2 (FAR)

# Cost Review (Grants)

FMA-PJ-06-TX-2013-002 (0): City of Alvin SRL acquisition and demolition [EMT-2014-FM-E001 (2)]

[Revision History](#)

Acquisition of Private Real Property (Structures and Land) - Riverine							
Cost Type	Item Name	Office	Eligible	Unit Quantity	Unit of Measure	Unit Cost	Total Cost
Administrative Expense	Acquisition Project Rep Fee	Applicant	N/A	2	EA	\$1,200.00	\$2,400.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$1,200.00	\$2,400.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$1,200.00	\$2,400.00
Administrative Expense	Appraisals	Applicant	N/A	2	EA	\$500.00	\$1,000.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$500.00	\$1,000.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$500.00	\$1,000.00
Administrative Expense	Grant Administration Fee (Subapplicant Mgmt)	Applicant	N/A	80	HR	\$150.00	\$12,000.00
		Program	<input checked="" type="checkbox"/>	80	HR	\$150.00	\$12,000.00
		Grants	<input checked="" type="checkbox"/>	80	HR	\$150.00	\$12,000.00
Administrative Expense	Settlement Expenses - 1409 W. Talmage	Applicant	N/A	1	EA	\$1,172.00	\$1,172.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$1,172.00	\$1,172.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$1,172.00	\$1,172.00
Administrative Expense	Settlement Expenses - 3404 Hummingbird Ln	Applicant	N/A	1	EA	\$1,355.00	\$1,355.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$1,355.00	\$1,355.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$1,355.00	\$1,355.00
Administrative Expense	Survey	Applicant	N/A	2	EA	\$350.00	\$700.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$350.00	\$700.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$350.00	\$700.00
Demolition And Removal	Demolition - 1409 W. Talmage	Applicant	N/A	1	EA	\$7,932.00	\$7,932.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$7,932.00	\$7,932.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$7,932.00	\$7,932.00
Demolition And Removal	Demolition - 3404 Hummingbird Lane	Applicant	N/A	1	EA	\$8,232.00	\$8,232.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$8,232.00	\$8,232.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$8,232.00	\$8,232.00
Land, Structures, Right-of-way	Mitigation Offer Amount - 1409 W. Talmage	Applicant	N/A	1	EA	\$60,780.00	\$60,780.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$60,780.00	\$60,780.00

		Grants	<input checked="" type="checkbox"/>	1	EA	\$ 60780.00	\$ 60780.00
Land, Structures, Right-of-way	Mitigation Offer Amount - 3404 Hummingbird Lane	Applicant	N/A	1	EA	\$83,100.00	\$83,100.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$83,100.00	\$83,100.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$ 83100.00	\$ 83100.00
Preliminary Expense	Pre-award - application Development	Applicant	N/A	1	EA	\$3,000.00	\$3,000.00
		Program	<input checked="" type="checkbox"/>	1	EA	\$3,000.00	\$3,000.00
		Grants	<input checked="" type="checkbox"/>	1	EA	\$ 3000.00	\$ 3000.00
Relocation Payments To Individuals And Businesses	Supplemental Housing	Applicant	N/A	2	EA	\$22,500.00	\$45,000.00
		Program	<input checked="" type="checkbox"/>	2	EA	\$22,500.00	\$45,000.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$ 22500.00	\$ 45000.00

<b>Proposed Total Cost (A):</b>	\$226,671.00	<b>* Total Eligible Cost (D):</b>	\$226,671.00
<b>Proposed Federal Share % (B):</b>	100.00000000%	<b>* Total Ineligible Cost (E = A - D):</b>	\$0.00
<b>Proposed Federal Share (C = A * B):</b>	\$226,671.00	<b>* Eligible Federal Share (F = D * B):</b>	\$226,671.00
<b>Proposed Non Federal Share (A - C):</b>	\$0.00	<b>* Eligible Non-Federal Share (G = D - F):</b>	\$0.00

\* Calculated based on the Eligible Cost (Grants) numbers.

14:58:38

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

## NEPA DETERMINATION

<b>Non Compliant Flag:</b> No	<b>EA Draft Date:</b>	<b>EA Final Date:</b>
<b>EA Public Notice Date:</b>	<b>EA Fonsi Date:</b>	<b>Level:</b> CATEX
<b>EIS Notice of Intent Date:</b>	<b>EIS ROD Date:</b>	

**Comments:** Under this FEMA FMA grant, the City of Alvin proposes to acquire and demolish two severe repetitive loss structures. The properties will remain as open space in perpetuity. 3404 Hummingbird Lane (Latitude: 29.40461; Longitude: -95.27761) and 1409 W Talmage St (Latitude: 29.426; Longitude: -95.25821), Alvin, Brazoria County, Texas.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(vii). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- dweir - 02/03/2014 23:38:49 GMT

## CATEX CATEGORIES

Catex Category Code	Description	Selected
vii	(vii) The acquisition of properties and the associated demolition/removal or relocation of structures under any applicable authority when the acquisition is from a willing seller, the buyer coordinated acquisition planning with affected authorities, and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices.	Yes

## EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within AO, AE, and AE Floodway zones, areas of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48039C0145H, dated 06/05/1989. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - dweir - 02/03/2014 23:44:32 GMTApplicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative. - dweir - 02/03/2014 23:44:54 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on February 3, 2014, for the site indicates that the area is not located within nor does it affect a designated wetland. - dweir - 02/03/2014 23:46:21 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on February 3, 2014, for the site indicates that the area is not located within nor does it affect a designated wetland. - dweir - 02/03/2014 23:46:21 GMT*****VOID ABOVE COMMENT***** - dweir - 02/03/2014 23:47:14 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

14:58:38

## RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

Environmental Law/ Executive Order	Status	Description	Comments
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	No historic properties affected, Sarah Birtchet, SHPOs office, correspondence dated 9/16/2013. - dweir - 02/03/2014 23:39:45 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
OTHER (enter specifics in comments)	Completed	Review concluded	Asbestos Hazard Emergency Response Act (AHERA) - dweir - 02/03/2014 23:43:33 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

**Special Conditions required on implementation of Projects:**

Applicant must prepare and provide Public Notice in line with 44 CFR Part 9.12(e) issued 15 days prior to the start of construction of any final decision where proposed floodplain or wetland project is the only practicable alternative.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION REPORT(REC)

Project ID: FMA-PJ-06-TX-2013-002 (0)

Title: City of Alvin SRL acquisition and demolition

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Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: OTHER (enter specifics in comments)

Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## Subgrant Project Application

**Application Title:** City of Alvin SRL acquisition and demolition

**Subgrant Applicant:** City of Alvin

**Application Number:** TX-2013-001

**Application Year:** 2013

**Grant Type:** Project Application

**Address:** 216 West Sealy Street , Alvin, TX 77511-0000

Contact  
Authorized Subgrant Agent

Title	Mr.
First Name	Terry
Middle Initial	
Last Name	Lucas
Title	City Manager
Agency/Organization	City of Alvin
Address 1	216 West Sealy Street
Address 2	
City	Alvin
State	TX
ZIP	77511
Phone	281-338-4230 Ext.
Fax	
Email	tlucas@cityhall.cityofalvin.com

Point of Contact

Title	Mr.
First Name	Jeff
Middle Initial	
Last Name	Ward
Title	
Agency/Organization	JSW & Associates, Inc.
Address 1	14401 BOOKCLIFF CT
Address 2	
City	Purcellville
State	VA
ZIP	20132
Phone	540-668-6945 Ext.
Fax	866-635-6582
Email	jward@rstarmail.com

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information system database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
X	485451_QBM0Z0ECZ	<u>ALVIN, CITY OF</u>	485451	N		485451	14

Comments

Attachments

State	TX	
Community Name	ALVIN, CITY OF	
County Name	TEXAS	
County Code	BRAZORIA COUNTY	
City Code	485451	
<u>IPS Code</u>	039	<a href="#">Help</a>
<u>CID Number</u>	485451	<a href="#">Help</a>
<u>CRS Community</u>	N	
<u>CRS Rating</u>		
State Legislative District	485451	
US Congressional District	14	
<u>IRM or FHBM available?</u>	Yes	
<u>Community Status</u>	PARTICIPATING	<a href="#">Help</a>
Community participates in <u>NFIP?</u>	Yes	
Date entered in NFIP	02-19-1971	
Date of most recent <u>Community Assistance Visit (CAV)?</u>	02-22-2010	<a href="#">Help</a>

Mitigation Plan

Does the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Houston Galveston Area Council Hazard Mitigation Plan  
 What is the type of plan? Local MultiJurisdictional Multihazard Mitigation Plan  
 When was the current multihazard mitigation plan approved by FEMA? 10-11-2012  
 Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. This application is for the acquisition and demolition of Severe Repetitive Loss properties, which is a top priority of FEMA, the State of TX, and the City of Alvin

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment
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Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Texas Mitigation Plan - Standard  
 What is the type of plan? Standard State Multi-hazard Mitigation Plan  
 When was the current multihazard mitigation plan approved by FEMA? 10-26-2007  
 Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. The acquisition and demolition of SRL properties is the State's top priority and this application is for the acquisition and demolition of SRL properties.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

City of Alvin SRL acquisition and demolition

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
200.1	Acquisition of Private Real Property (Structures and Land) - Riverine

Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

The City proposes to acquire and demolish two properties on FEMA's validated SRL list.

Is there construction in this project?

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

Demolition. See attached maps in property section for the location of these properties within the City of Alvin

Scope of Work (Page 2 of 3)

Latitude:

29.252706

Longitude:

-95.14432

Describe the need for this activity. Why should this mitigation activity be completed?

These two properties that are the subject of this application are currently insured, on FEMA's SRL list, and have a combined total of 9 claims over the past 24 years. The acquisition and demolition of these properties is a very effective use of FMA program funding.

Who will the mitigation activity benefit and/or impact?

These homes are not removed from harm's way, they will continue to experience NFIP paid losses on a frequent basis.

How will the mitigation activity be implemented?

These homes will be acquired, any tenants will be provided relocation assistance (with the support of a full time relocation team), the structures will be demolished, and the land will be allowed to revert to its natural state. The City has hired an acquisition and relocation firm that has assisted Cities and Counties in the acquisition/demolition of over 5,000 flood prone and/or flood damaged properties. Most of these acquisitions have been with FEMA mitigations, and have followed HMA guidance. Where tenants were involved, this consultant facilitated tenant relocation assistance. Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with sea board, 100-yr wind design, etc.):

The City will employ the services of an acquisition/demolition expert to assist in the implementation of this project. This expert has facilitated the acquisition and demolition of over 5,000 properties, following FEMA written guidance. For this reason, we feel this project is technically feasible. This project will be effective in eliminating damage to property and loss of life by acquiring these two homes, making the property no longer vulnerable and removing the structures from harm's way. A mitigation offer will be established based upon the HMA guidance and an offer will be extended to the owner. Once the property is acquired all improvements and underground utilities will be removed and the properties will be deeded as open space in perpetuity.

Who will manage and complete the mitigation activity?

The Mitigation activity will be managed by the City Engineer for the City of Alvin, with assistance from the City's buyout consultant. The City has hired an acquisition and relocation firm that has assisted Cities and Counties in the acquisition/demolition of over 5,000 flood prone and/or flood damaged properties. Most of these acquisitions have been with FEMA mitigations, and have followed HMA guidance. Where tenants were involved, this consultant facilitated tenant relocation assistance. Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Scope of Work (Page 3 of 3)

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

This project will address the flood hazard and once the project is complete, there will be no residual risk.

When will the mitigation activity take place?

Once the grant is funded and the award accepted by the City, the appraisal process will begin. Based on owner's ability to vacate the homes, the entire process will take approximately 12 months.

Why is this project the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?

The other alternatives considered were to elevate the properties or to do nothing. If the properties were elevated, the risk is not eliminated because the properties are still in the path of future floods. Doing nothing is also an option, however these properties have severe repetitive losses and leaving them as they are today will keep the homes at risk. The only way to ensure the homes and people are out of harms way is to acquire and demolish these properties.

Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:

The resultant vacant lots will be included in the mowing schedule with the City's other publicly owned vacant parcels.

If you would like to make any comments, please enter them below:

Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.

Attachments:

[Buyout Implementation Process.docx](#)

Properties

**Damaged Property Address:**

Address line 1 3404 Hummingbird Land  
 Address line 2  
 City Alvin  
 County Brazoria  
 State TX  
 ZIP 77511

**Owner Information:**

First Name Joe  
 Middle Name  
 Last Name Guerrero  
 Home Office  
 Cell Ext.

**Owner's Mailing Address:**

Address line 1 3404 Hummingbird Land  
 Address line 2  
 Other (PO Box, Route, etc)  
 City Alvin  
 State TX  
 ZIP 77511

Does this property have other co-owners or holders of recorded interest? N

**Property Information:**

Latitude 29.24166  
Longitude -95.16394  
 Year Built 1970  
 Structure Type Single Family  
 Property Tax Identification Number  
 Legal Description  
 Western Acres (A0487 Hooper & Wade)(Alvin), Block 2, Lot 11  
 Does this property have an NFIP Policy Number Yes  
 Policy Number 4804487211  
 Hazards to be mitigated: Flood  
 Property Action ACQDEMO

**Property Information II:**

Substantially Damaged? No  
Purchase Offer Amount 94,737.00  
Base Flood Elevation feet  
First Floor Elevation feet  
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet  
 Foundation type  
Flood Zone Designation Area of special flood hazards having shallow water depths and/or unpredictable flow paths between 1 and 3 feet (A0)

Comments  
 IRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizen Form attached.

Attachments  

<b>Name</b>	<b>Date Attached</b>
-------------	----------------------

<a href="#"><u>3404 Hummingbird - FIRMette.pdf</u></a>	08-06-2013
<a href="#"><u>Voluntary Interest Form - 3404 Hummingbird.pdf</u></a>	08-06-2013
<a href="#"><u>Plcs - 3404 Hummingbird.pdf</u></a>	08-06-2013
<a href="#"><u>3404 Hummingbird - map.pdf</u></a>	08-06-2013
<a href="#"><u>3404 Hummingbird US Cert letter.pdf</u></a>	08-07-2013

Properties

**Damaged Property Address:**

Address line 1 1409 W Talmage St  
 Address line 2  
 City Alvin  
 County Brazoria  
 State TX  
 ZIP 77511

**Owner Information:**

First Name Bobby  
 Middle Name  
 Last Name Lejeune  
 Home Office  
 Cell Ext.

**Owner's Mailing Address:**

Address line 1 1409 W Talmage St  
 Address line 2  
 Other (PO Box, Route, etc)  
 City Alvin  
 State TX  
 ZIP 77511

Does this property have other co-owners or holders of recorded interest? N

**Property Information:**

Latitude 29.253567  
 Longitude -95.152954  
 Year Built 1964  
 Structure Type Single Family  
 Property Tax Identification Number  
 Legal Description  
 Location (Alvin), Block 27, Lot 3  
 Does this property have an NFIP Policy Number Yes  
 Policy Number RL00046939  
 Hazards to be mitigated: Flood  
 Property Action ACQDEMO

**Property Information II:**

Substantially Damaged? No  
 Purchase Offer Amount 71,934.00  
 Base Flood Elevation feet  
 First Floor Elevation feet  
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet  
 Foundation type  
 Flood Zone Designation Area of special flood hazard with water surface elevations determined (A1-30, AE)

Comments  
 IRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizenship form attached.

Attachments

Name	Date Attached
Plcs -1409 W. Talmadge.pdf	08-06-2013

TWDB Contract No. 1300011762  
 Exhibit B, Page 10 of 29

<a href="#"><u>1409 W. Talmadge - map.pdf</u></a>	08-06-2013
<a href="#"><u>Voluntary Interest form - 1409 Talmadge.pdf</u></a>	08-06-2013
<a href="#"><u>1409 Talmadge FIRMette.pdf</u></a>	08-06-2013
<a href="#"><u>1409 Talmadge US Cert letter.pdf</u></a>	08-06-2013

Description Of Task	Starting Point	Schedule		Unit Of Time	Work Complete By
		Unit Of Time	Duration		
Contract for title company and appraisal firm	1	DAYS	1	MONTHS	City's buyout consultant
Notify owner of award	1	DAYS	1	MONTHS	City's buyout consultant
Conduct Appraisal	1	MONTHS	2	MONTHS	Appraiser
Determine Mitigation offer and prepare necessary paperwork	3	MONTHS	1	MONTHS	City's buyout consultant
Present Offer to Owner	4	MONTHS	2	MONTHS	City's buyout consultant
Conduct Settlement	6	MONTHS	4	MONTHS	Title Company
Demolish Property	7	MONTHS	3	MONTHS	Demolition Contractor
Project Closeout	10	MONTHS	2	MONTHS	City of Alvin and City's buyout consultant
Estimate the total duration of the proposed activity:			12	MONTHS	

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine

Federal Share: \$ 226,671.00

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Appraisals	Administrative Expense	2.00	Each	\$ 500.00	\$ 1,000.00
Acquisition Project Rep Fee	Administrative Expense	2.00	Each	\$ 1,200.00	\$ 2,400.00
Settlement Expenses - 1409 W. Talmage	Administrative Expense	1.00	Each	\$ 1,172.00	\$ 1,172.00
Survey	Administrative Expense	2.00	Each	\$ 350.00	\$ 700.00
Demolition - 1409 W. Talmage	Demolition And Removal	1.00	Each	\$ 7,932.00	\$ 7,932.00
Grant Administration Fee (Subapplicant Mgmt)	Administrative Expense	80.00	Hour	\$ 150.00	\$ 12,000.00
Demolition - 3404 Hummingbird Lane	Demolition And Removal	1.00	Each	\$ 8,232.00	\$ 8,232.00
Settlement Expenses - 3404 Hummingbird Ln	Administrative Expense	1.00	Each	\$ 1,355.00	\$ 1,355.00
Litigation Offer Amount - 1409 W. Talmage	Land, Structures, Right-of-way	1.00	Each	\$ 60,780.00	\$ 60,780.00
Pre-award - application Development	Preliminary Expense	1.00	Each	\$ 3,000.00	\$ 3,000.00
Litigation Offer Amount - 3404 Hummingbird Lane	Land, Structures, Right-of-way	1.00	Each	\$ 83,100.00	\$ 83,100.00
Supplemental Housing	Relocation Payments To Individuals And Businesses	2.00	Each	\$ 22,500.00	\$ 45,000.00
				<b>Total Cost</b>	<b>\$ 226,671.00</b>

Total Project Cost Estimate: \$ 226,671.00

Cost Share

Activity Cost Estimate	\$ 226,671.00	
Federal Share Percentage	100%	
Non-Federal Share Percentage	0%	
	Dollars	Percentage
Proposed Federal Share	\$ 226,671.00	100%
Proposed Non-Federal Share	\$ 0.00	0%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
<b>Grand Total</b>			<b>\$ 0.00</b>	

If you would like to make any comments, please enter them below.

As this is 100% federal share, there is no cost share

Attachments

Cost Effectiveness

Attach the Benefit Cost Analysis (BCA), if completed for this project

Net Present Value of Project Benefits (A)	\$ 552000.0
Total Project Cost Estimate (B)	\$ 226671.0
What is the Benefit Cost Ratio for the entire project (A/B)?	2.44

If you would like to make any comments, please enter them below.

For benefits calculation we used the guidance from FEMAs August 15, 2013 Memo titled Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas. Therefore, \$276,000 in benefits were used for each of the two properties in this application. Attached is a BCA technical Memo explain the methodology used, Environmental Benefits Calculation, CAD records for use in estimated acquisition cost, and the BCA summary excel spreadsheet.

Attachments:

- [404 Hummingbird.pdf](#)
- [409 W. Talmadge.pdf](#)
- [FOIA\\_BCA\\_tech memo.doc](#)
- [BCA from Egrants.xls](#)

**4. National Historic Preservation Act - Historic Buildings and Structures**

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? Yes

If Yes, you must confirm that you have provided the following:

- The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
- Attached materials or additional comments.

Comments:

See attached SHPO concurrence letter for the one property > 45 years old

Attachments:

- [409 West Talmage Alvin 77511 - SHPO.pdf](#)
- [ALVIN SHPO release.pdf](#)

**5. National Historic Preservation Act - Archeological Resources**

1. Does your project involve disturbance of ground? No

If Yes, you must confirm that you have provided the following:

- A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- Attached materials or additional comments.

Comments:

Attachments:

**6. Endangered Species Act and Fish and Wildlife Coordination Act**

1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? No

If Yes, you must confirm that you have provided the following:

- Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

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- Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.
- Attached materials or additional comments.

Comments:

2. Does your project remove or affect vegetation? No

If Yes, you must confirm that you have provided the following:

- Description of the amount (area) and type of vegetation to be removed or affected.
- A site map showing the project area and the extent of vegetation affected.
- Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Attached materials or additional comments.

Comments:

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- Attached materials or additional comments.

Comments:

Attachments:

**3. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)**

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

- Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- Attached materials or additional comments.

Comments:

Attachments:

**E. Executive Order 11988 (Floodplain Management)**

\* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? **Yes**

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

See attached FIRM to the Property section of this application.

\* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
- Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
- Attached materials or additional comments.

Comments:

Attachments:

**F. Coastal Zone Management Act**

\* 1. Is the project located in the State's designated coastal zone? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.
- Attached materials or additional comments.

Comments:

Attachments:

**G. Farmland Protection Policy Act**

\* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? **No**

Comments:

Attachments:

**H. RCRA and CERCLA (Hazardous and Toxic Materials)**

\* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? **No**

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Attachments:

**Executive Order 12898, Environmental Justice for Low Income and Minority Populations**

\* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

- Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

Comments:

Attachments:

**I. Other Environmental/Historic Preservation Laws or Issues**

\* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Attachments:

C. Summary and Cost of Potential Impacts

1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

- Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
- Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- Considered alternatives that could minimize both the impacts and the cost of the project.
- Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

Attachments:

Evaluation

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program (PDMC) nor Legislative Pre-Disaster Mitigation Program (LPDM).

Complete

Not applicable

Assurances and Certifications

Please click the link in the status column to view forms.

Forms

Status

Part II: FEMA Form 20-16B, Assurances Construction Programs.

Complete

Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

Complete

Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)

Not Applicable

## FEMA Form 20-16B, Assurances-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 USC Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.

TWDB Contract No. 1300011762

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20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

Michelle Segovia, hereby sign this form as of 08-07-2013.

## Print Application

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an \* are required.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**  
As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

**Standard Form LLL Disclosure of Lobbying Activities Not Attached**

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

i. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Explanation:

**DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later

than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	ZIP
404 Hummingbird Lane	Alvin	TX	77511-7071
409 W Talmage St	Alvin	TX	77511-5948

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Michelle Segovia, hereby sign this form as of 08-07-2013.

Comments and Attachments			
Name of Section	Comment	Attachment	Date Attache
Application Level	Attached is the COG letter, the TWDB required application, the SF 20-15, the SF 20-22, the SHPO letter for the one property over 45 years old, the subapplicant management fee details, and the eligibility and completeness checklist	<a href="#">FORM 20-22 - SRL.pdf</a>	08-06-2013
		<a href="#">FEMA Form 20-15.pdf</a>	08-06-2013
		<a href="#">SHPO Letter.pdf</a>	08-13-2013
		<a href="#">TWDB Severe Repetitive Loss Program Application.pdf</a>	08-06-2013
		<a href="#">COG Letter for Alvin FMA.pdf</a>	08-06-2013
		<a href="#">city of alvin Eligibility Checklist.pdf</a>	08-06-2013
		<a href="#">City of Alvin Subapplicant Management Fee - 2 home.xls</a>	09-30-2013
Scope of Work	Please see attached word documents titled Buyout Implementation Process for a detailed, task by task overview of how the program will be implemented when/if awarded.	<a href="#">Buyout Implementation Process.docx</a>	09-30-2013
Cost Share	As this is 100% federal share, there is no cost share		
Cost Effectiveness	Benefits calculation we used the guidance from FEMA's August 15, 2013 Memo titled Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas. Therefore, \$276,000 in benefits were used for each of the two properties in this application. Attached is a BCA technical Memo explain the methodology used, Environmental Benefits Calculation, CAD records for use in estimated acquisition cost, and the BCA summary excel spreadsheet.	<a href="#">BCA from Egrants.xls</a>	09-16-2013
		<a href="#">COA BCA tech memo.doc</a>	09-16-2013
		<a href="#">1409 W. Talmadge.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird.pdf</a>	08-06-2013
HP - A - National Historic Reservation Act Historic Buildings and Structures	See attached SHPO concurrence letter for the one property > 45 years old	<a href="#">ALVIN SHPO release.pdf</a>	09-20-2013
		<a href="#">1409 West Talmage Alvin 77511 - SHPO.pdf</a>	09-16-2013
HP - E - Executive Order 1988 (Floodplain Management)	See attached FIRM to the Property section of this application.		
Property - 1409 W Talmage ST Alvin 77511	FIRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizenship form attached.	<a href="#">Plcs -1409 W. Talmadge.pdf</a>	08-06-2013
		<a href="#">1409 W. Talmadge - map.pdf</a>	08-06-2013
		<a href="#">Voluntary Interest form - 1409 Talmage.pdf</a>	08-06-2013
		<a href="#">1409 Talmage FIRMette.pdf</a>	08-06-2013
		<a href="#">1409 Talmage US Cert letter.pdf</a>	08-06-2013
Property - 3404 Hummingbird AND Alvin 7511	FIRMette attached. Property Pictures attached. Voluntary Interest Form attached. Property Location map attached. US Citizen Form attached.	<a href="#">Voluntary Interest Form - 3404 Hummingbird.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird US Cert letter.pdf</a>	08-07-2013
		<a href="#">3404 Hummingbird - map.pdf</a>	08-06-2013
		<a href="#">Plcs - 3404 Hummingbird.pdf</a>	08-06-2013
		<a href="#">3404 Hummingbird - FIRMette.pdf</a>	08-06-2013

**APPLICATION FOR FEDERAL ASSISTANCE (SF 424)**

1. TYPE OF SUBMISSION  
Construction

2. DATE SUBMITTED  
09-30-2013

Applicant Identifier

3. DATE RECEIVED BY STATE  
09-30-2013

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

**APPLICANT INFORMATION**

Legal Name  
City of Alvin

Organizational Unit  
City of Alvin

Address  
16 West Sealy Street,  
Alvin, TX 77511

Name and telephone number of the person to be contacted on matters involving this application  
Terry Lucas, 281-338-4230

5. EMPLOYER IDENTIFICATION NUMBER (EIN)  
4-6000033

6.a. DUNS NUMBER R  
832425672

7. TYPE OF APPLICANT  
Local Government

8. TYPE OF APPLICATION  
Project Application

9. NAME OF FEDERAL AGENCY  
Federal Emergency Management Agency

3. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  
City of Alvin SRL acquisition and demolition

2. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)  
RAZORIA COUNTY

**3. PROPOSED PROJECT:**

Start Date:

End Date :

**14. CONGRESSIONAL DISTRICTS OF:**

a. Applicant TX  
b. Project TX

**5. ESTIMATED FUNDING**

. Federal	\$ 226,671.00
. Applicant	\$ 0.00
. State	\$ 0.00
. Local	\$ 0.00
. Other	\$ 0.00
Program Income	\$ 0.00
. TOTAL	\$ 226,671.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  
YES. 18-JUL-2011

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  
No

9. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Name of Authorized Representative  
Michelle Segovia

b. Title

c. Telephone Number  
2813884341

d. Signature of Authorized Representative  
Michelle Segovia

e. Date Signed  
09-30-2013

Comments for FEMA

Application is approved by TWDB.



# AGENDA COMMENTARY

**Discussion Date:** 10/23/2014

**Approval Date:** 10/23/2014

**Submitted By:** Michelle. H. Segovia

## SUBJECT:

Consider approval of a contract with Jeff S. Ward & Associates for consulting services related to the implementation of the Flood Mitigation Assistance Grant for the acquisition and demolition of two flood prone homes located at 1409 Talmadge and 3404 Hummingbird; and authorize the Mayor to execute the contract.

## DISCUSSION:

In the attached contract submitted by Jeff S. Ward & Associates, consultant services will be provided to implement the Flood Mitigation Assistance Grant that was awarded by FEMA and administered by the Texas Water Development Board via its contract with the City to buyout the homes located at 1409 Talmadge and 3404 Hummingbird. The Consultant will implement the grant and file all the necessary paperwork as required by FEMA. All services performed by Jeff S. Ward & Associates are covered by the grant.

## RECOMMENDATION:

Move to approve the contract with Jeff S. Ward & Associates and authorize the Mayor to sign.

## ATTACHMENTS:

- |                                      |    |
|--------------------------------------|----|
| 1. Contract - Jeff Ward & Associates | 4. |
| 2.                                   | 5. |
| 3.                                   | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=mssegovia@cityofalvin.com, c=US  
Date: 2014.09.29 17:38:38 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.14 10:13:30 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:05:22 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:05:22 -0500  
**City Manager**

**STATE OF TEXAS**  
**CITY OF ALVIN**  
§

§

**CONSULTING SERVICES FOR GRANT  
IMPLEMENTATION**

This is an agreement by and between the City of Alvin, TX (CITY), and Jeffrey S. Ward & Associates, Inc., (CONTRACTOR).

WHEREAS CITY has severe repetitive loss (SRL) properties within the City and has applied for a FEMA grant, through the Texas Water Development Board, to acquire and demolish two homes; and

WHEREAS CITY has received indication from TWDB that the award to acquire and demolish these two homes and provide relocation assistance to the tenants is eminent; and

WHEREAS CONTRACTOR is in the business of managing/implementing above referenced grants,

WHEREAS CITY desires to contract with CONTRACTOR to provide such services,

NOW, THEREFORE, CITY and CONTRACTOR mutually agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall serve as a contractor of the CITY. The description of services contained herein is intended to be general in nature. It is neither exhaustive, nor a limitation on the contracted services so long as the services actually delivered are consistent with the provisions of this agreement.

CONTRACTOR agrees to provide the following services:

**Scope of Work**

**Appraisal and Appraisal Review**

CONTRACTOR will hire an independent State certified appraisal firm. The basis of valuation will be current fair market value. The cost of the appraisal is not included in the CONTRACTOR's per parcel Project Management fee.

Once the appraisal is complete, it will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should the property owner later challenge the Determination of Compensation and obtain their own appraisal, the CONTRACTOR will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate.

**Develop Data for Determining Compensation**

Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The CONTRACTOR will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper

deductions from value will be made if pre-event value is used as the basis for valuation.

#### Prepare Determination of Compensation and Offer to Sell Real Property

Utilizing the data developed or obtained in above Tasks, the CONTRACTOR will prepare the following documents for the CITY's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.

#### Meet with Owners

Each parcel owner will be scheduled for a personal meeting at which time the letter from the CITY/CONTRACTOR explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner.

#### Review and Oversight of Title Company Activities

The CONTRACTOR will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The CONTRACTOR will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the CONTRACTOR will seek resolution from the Title Company.

#### Deed

The CONTRACTOR will provide the Title Company a sample Deed in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as directed by FEMA and/or the Grant agency.

#### Oversee and Coordinate Settlements

The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.

#### Demolition

Contractor assist the CITY to competitively procure a demolition contract to demolish, within 90 days of settlement. The CITY will procure and oversee the demolition contractor.

#### Determine Relocation Benefits for Eligible Tenants. Specifically:

The Contractor will review eligibility for relocation benefits. The CONTRACTOR will obtain information from each tenant and calculate benefit amounts to be paid. The CONTRACTOR will prepare an Agreement for each eligible tenant and will oversee the payment of benefits. Work with the CITY and local real estate agent(s) to identify comparable units in the community and adjacent communities if none are available in the community. Assist tenants with facilitating the move and determine any additional moving allowance.

Note: As FEMA funded programs must be voluntary in nature, providing relocation benefits is only required if the structure being required is tenant occupied.

Grant Administration Services - Contractor will provide grant administration support to include:

- Brief various CITY officials on the grant process.
- Prepare required quarterly reports CITY for review/submission to the State
- Prepare request for reimbursement from the CITY to the State.
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout

Any additions to, expansion of or explanation of such terms shall be by letter of understanding agreed to and signed by both parties to this contract.

II. COMPENSATION – note, this grant is funded by FEMA at 100% federal share (no local match requirement). Therefore, all compensation shown below is reimbursable under the grant at 100%.

CITY shall pay CONTRACTOR \$1,200 for each of the two properties included in the grant (\$2,400 total).

Grant Administration will be based on the work load and will be billed at the following hourly rates:

	Sr. Mitigation Specialist	Mitigation Specialist	Jr. Mitigation Specialist
CY 2014	\$160.00	\$120.00	\$80.00

For CY 2015 and beyond the above hourly rates will increase 4% per year, effective Jan 1, of each calendar year.

The Grant administration work will be on an as directed basis from the CITY to the Contractor and will not exceed the grant budget for grant administration of \$12,000.00.

The Consultant will contract for title services and for appraisal services with the companies of his choosing. Consultant will be responsible for overseeing the title company and appraisal contractor to ensure that they meet the requirements of the Grant. The cost of the appraisal and title work are not part of the contractor's above mentioned per parcel fee. The appraisal fee will be billed, without markup, through the contractor billing at a separate per parcel rate. The title company fees are promulgated by the State and will be requested to be transferred from CITY to the Title Company as required to settle the property.

The Texas Water Development Board (BOARD) is administering this grant on behalf of FEMA. The follow causes are required by the BOARD to be any contract entered into by CITY related to this grant.

#### STATE AUDITOR CLAUSE

By executing this AGREEMENT, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this AGREEMENT. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this AGREEMENT that requires the CONTRACTOR to submit to audits and investigation by the State Auditor's Office in

connection with any and all state funds received pursuant to the AGREEMENT.

#### FINANCIAL RECORDS

The CONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD. Accounting by the CONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

#### OWNERSHIP

The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this AGREEMENT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this AGREEMENT and developed by the CONTRACTOR (S) or its contracted parties pursuant to this AGREEMENT shall become the joint property of the CONTRACTOR(S) the CITY, and the BOARD. These materials shall not be copyrighted or patented by the CONTRACTOR (S) or by any consultants involved in this AGREEMENT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the CONTRACTOR (S) or its SUB-CONTRACTORS will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this AGREEMENT. Any material subject to a BOARD copyright and produced by the CONTRACTOR (S) or BOARD pursuant to this AGREEMENT may be printed by the CONTRACTOR (S) or the BOARD at their own cost and distributed by either at their discretion. The CONTRACTOR (S) may otherwise utilize such material provided under this AGREEMENT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.

The CONTRACTOR (S) and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this AGREEMENT.

#### NO DEBT AGAINST THE STATE

This shall not be construed as creating any debt by or on behalf of the State of Texas, and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

#### LICENSES, PERMIT, AND INSURANCE

For the purpose of this AGREEMENT, the CONTRACTOR (S) will be considered an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the CONTRACTOR (S), to protect themselves, the CONTRACTOR, the BOARD, and employees and officials of the BOARD from liability arising out of this AGREEMENT. The CONTRACTOR (S) shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the CONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR (S), arising out of the activities under this AGREEMENT.

No officer, agent or employee of the City is employed by CONTRACTOR or has a financial interest direct or indirect in this agreement or the compensation to be paid under this agreement.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

CITY OF ALVIN TX

CONTRACTOR



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Jeffrey S. Ward & Associates, Inc.

ATTEST:

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# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 10/23/2014

**Submitted By:** Junru Roland

## **SUBJECT:**

---

Consider a one year contract extension through December 31, 2015 with Wells Fargo Bank for depository and banking services to the City of Alvin.

## **DISCUSSION:**

---

On December 2, 2010, council approved a depository agreement with Wells Fargo to be the City's depository and provide banking services. The current contract began on January 1, 2011, and extends through December 31, 2013; with the option of 2 one-year extensions per council approval.

October 3, 2013, council approved the first one-year contract extension through December 31, 2014. Staff requests that council approve the second one-year extension through December 31, 2015 to Wells Fargo Bank.

## **RECOMMENDATION:**

---

Move to approve a one-year extension to the current depository and banking services contract, authorizing Wells Fargo as the City's depository through December 31, 2015.

## **ATTACHMENTS:**

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- |                                       |    |
|---------------------------------------|----|
| 1. Letter of request from Wells Fargo | 4. |
| 2.                                    | 5. |
| 3.                                    | 6. |

**Submitted by:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.09.30 14:10:20  
-05'00'

**Department Head**

**Funds Available:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.09.30 14:10:30 -05'00'

**Finance Director**

**Approved as to Form:**

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=jkacz@cityofalvin.com, c=US  
Date: 2014.10.14 16:12:14 -05'00'

**City Attorney**

**Approved By:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 08:07:42 -05'00'

**City Manager**



2900 S. Gordon  
Alvin, TX 77511  
281 585-7070  
281 585-0837 Fax

Wells Fargo Bank, N.A.

September 30<sup>th</sup>, 2014

Junru Roland  
Chief Financial Officer  
City of Alvin  
216 West Sealy  
Alvin, Texas 77551

Dear Mr. Roland:

Thank You for giving Wells Fargo the opportunity to extend the current contract with The City of Alvin through December 31, 2015. Wells Fargo will continue to provide the banking services with the existing terms, conditions, and rates to help meet the city's financial goals. We appreciate your current business and look forward to building our relationship with you and the City of Alvin.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Cavanaugh".

Kenny Cavanaugh  
Business Relationship Manager



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 10/23/2014

Submitted By: Bobbi J. Kacz

## SUBJECT:

Consider Resolution 14-R-39 acknowledging and accepting easements granted to the City of Alvin for the TxDOT Bridge Replacement project on Old Galveston Road.

## DISCUSSION:

TxDOT required the City to obtain easements from the property owners in order to accomplish the bridge replacement project on Old Galveston Road. This resolution formally acknowledges the City's acceptance of these easements being granted to the City.

## RECOMMENDATION:

Move to approve Resolution 14-R-39, accepting the easements for the Old Galveston Road bridge project.

## ATTACHMENTS:

- |                                           |    |
|-------------------------------------------|----|
| 1. Res. 14-R-39                           | 4. |
| 2. Easements - Hard copies to be provided | 5. |
| 3.                                        | 6. |

Submitted by:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2014.10.15 22:00:02  
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.15 22:00:17 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 14:32:04 -05'00'

City Manager

**RESOLUTION 14-R-39**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACKNOWLEDGING AND ACCEPTING EASEMENTS GRANTED TO THE CITY OF ALVIN FOR THE TxDOT BRIDGE REPLACEMENT PROJECT ON OLD GALVESTON ROAD**

**WHEREAS**, the City of Alvin, Texas desires to acknowledge and accept said easements, attached hereto as Exhibit A, granted to the City for the TxDOT Bridge Replacement Project for Old Galveston Road by the following property owners:

- a. Brazoria County - .022 acres or 958 Sq. Ft., H.T. & B.R.R. Company Survey, Sec. 15, Abstract 227, Brazoria County, Texas
- b. Roxanne Dalton - .037 acres or 1,612 Sq. Ft., Lot 7 Block 1 McLemore Subdivision; H.T. & B.R.R. Company Survey, Sec. 15, Abstract 227, Brazoria County, Texas
- c. Albert Guzman, Jr. - .004 acres or 174 Sq. Ft., Lot 1 Meza Subdivision, H.T. & B.R.R. Company Survey, Sec. 15, Abstract 227, Brazoria County, Texas
- d. Erlinda Meza - .017 acres or 741 Sq. Ft., Lot 2 Meza Subdivision, H.T. & B.R.R. Company Survey, Sec. 15, Abstract 227, Brazoria County, Texas
- e. Rhonda Sturgis - .041 acres or 1786 Sq. Ft., out of 3.45 acres of land in H.T. & B.R.R. Company Survey, Sec. 15, Abstract 227, Brazoria County, Texas

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

**Section 1.** That the City Council hereby accepts the Easements granted to the City of Alvin, Texas for the purpose of the TxDOT Bridge Replacement Project on Old Galveston Road.

**Section 2.** That each said easement shall be recorded in the Deed Records of Brazoria County, Texas.

**Section 3.** That this Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 10/23/2014

Submitted By: Bobbi J. Kacz

## SUBJECT:

Consider Resolution 14-R-40 acknowledging and accepting easements granted to the City of Alvin for the TxDOT Bridge Replacement project on County Road 149.

## DISCUSSION:

TxDOT required the City to obtain easements from the property owners in order to accomplish the bridge replacement project on County Road 149. This resolution formally acknowledges the City's acceptance of these easements being granted to the City.

## RECOMMENDATION:

Move to approve Resolution 14-R-40, accepting the easements for the CR 149 bridge project.

## ATTACHMENTS:

- |                                           |    |
|-------------------------------------------|----|
| 1. Res. 14-R-40                           | 4. |
| 2. Easements - Hard copies to be provided | 5. |
| 3.                                        | 6. |

Submitted by:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2014.10.15 21:48:00  
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.10.15 21:48:22 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.10.16 14:33:40 -05'00'

City Manager

**RESOLUTION 14-R-40**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACKNOWLEDGING AND ACCEPTING EASEMENTS GRANTED TO THE CITY OF ALVIN FOR THE TxDOT BRIDGE REPLACEMENT PROJECT FOR COUNTY ROAD 149**

**WHEREAS**, the City of Alvin, Texas desires to acknowledge and accept said easements, attached hereto as Exhibit A, granted to the City for the TxDOT Bridge Replacement Project for County Road 149 by the following property owners:

- a. Gonzales - .038 acres, out of a called 6.63 acre tract, being a part of Lot 25, of the Disney & Nash Subdivision, situated in the Hooper & Wade Survey, Section 23, Abstract 420, Brazoria County, Texas
- b. Cherokee Performance Tools, LTD – Kirkland - .031 acres, out of a called 7.39 acre tract, being a part of Lot 10 of the Disney & Nash Subdivision, situated in the Hooper & Wade Survey, Section 23, Abstract 420, Brazoria County, Texas
- c. Kocurek - .026 acres, out of a called 2.0 acre tract, being a part of tract 13 of the Wellman Subdivision in the A.C.H. & B Company Survey, Section 25, Abstract 412, Brazoria County, Texas

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

**Section 1.** That the City Council hereby accepts the Easements granted to the City of Alvin, Texas for the purpose of the TxDOT Bridge Replacement Project on County Road 149.

**Section 2.** That each said easement shall be recorded in the Deed Records of Brazoria County, Texas.

**Section 3.** That this Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor