

# City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1  
Vacant, At Large Pos. 2  
Scott Reed, District A  
Adam Arendell, District B



Keith Thompson, District C  
Glenn Starkey, District D  
Gabe Adame, District E

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## ALVIN CITY COUNCIL AGENDA THURSDAY JANUARY 18, 2018 7:00 P.M. (Council Chambers)

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

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

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, January 18, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### REGULAR MEETING AGENDA

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS**

A. Departmental Update – Streets/Code Enforcement.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Approve minutes of the January 4, 2018 City Council regular meeting.

B. Consider Resolution 18-R-02, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire on July 1, 2018; making various findings and provisions related to the subject and providing an effective date.

C. Consider Ordinance 18-D, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.

D. Consider Ordinance 18-E, granting consent to the creation of Brazoria County Municipal Utility District No. 73; containing various provisions related to the foregoing subject; and making certain findings related thereto.

- E. Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$32,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements along Depot Centre Boulevard; and authorize the Mayor to sign.
- F. Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for utility improvements along South Park Drive; and authorize the Mayor to sign.

## 6. OTHER BUSINESS:

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

- A. Receive and acknowledge receipt of the Financial and Quarterly Investment reports for December 2017.
- B. Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects (CIP) and the Fiscal Year 2018 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan.
- C. Provide staff direction regarding additional collection services for Harvey flood related storm debris.

## 7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

## 8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

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

## 9. EXECUTIVE SESSION

- A. City Council will meet in Executive Session pursuant to Texas Government Code 551.072 – deliberation regarding the purchase, exchange, lease or value of real property.

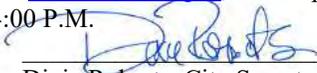
## 10. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item if necessary.

## 11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on THURSDAY, January 11, 2018 at 4:00 P.M.

(SEAL)

  
Dixie Roberts, City Secretary

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

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

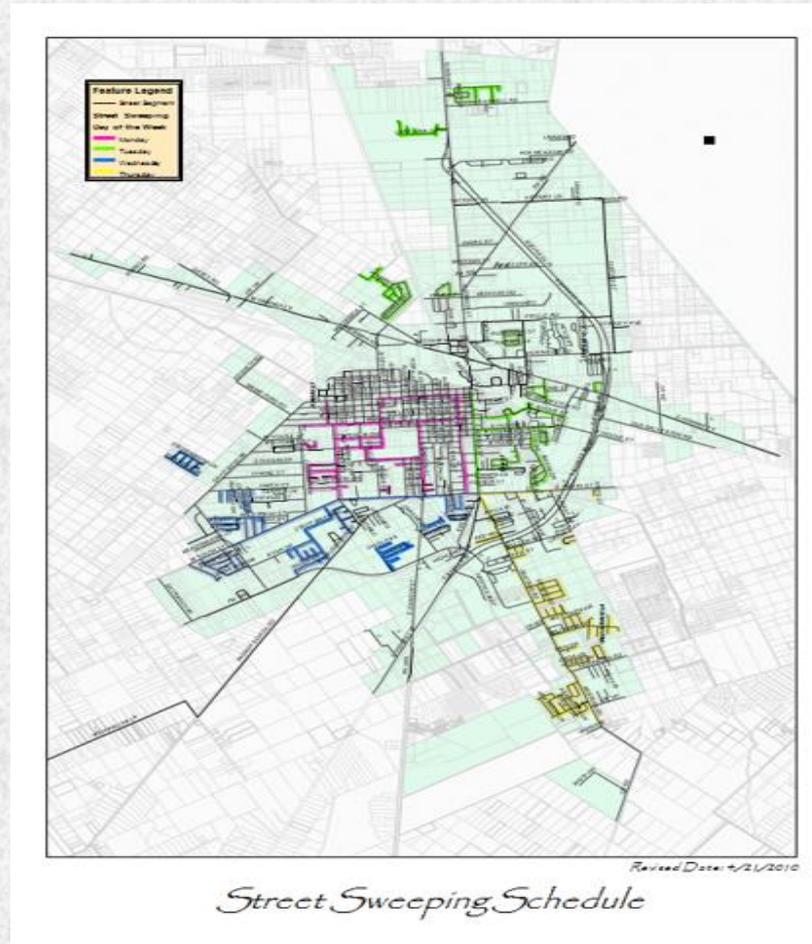
# Street Department

January 18, 2018

# Goals of the Street Department

- ▶ **The goal of the Street Department is to provide a service that improves the community**
- ▶ Provide street sweeping to the community on a routine schedule
- ▶ Mowing of City ditches, By-pass 35 and two landfills on a routine schedule
- ▶ Provide crack sealing and pothole patching to reduce erosion of existing roads
- ▶ Rehabilitation of asphalt streets by rebuilding base instead of overlay and slurry seal used in the past.
- ▶ Perform traffic and drainage studies for future projects
- ▶ Maintenance of sidewalks
- ▶ Maintain ditch grading
- ▶ Provide litter pick up using community service

# Sweeping Schedule



# Mowing Division

- ▶ Mowing consist of 57 miles of ditches and over 500 acres of land
- ▶ Made up of 7 employees
- ▶ 1 month completion
- ▶ Divided into four section

# Asphalt Program



### City of Alvin Asphalt Street Program

Bates Street	Hwy. 6 to Old Galveston	5	Open Ditch	2015	18	660	11880	Light	complete
Bayou Drive	Clemens to E. House	3	Curb and Gutter	1980	33	1070	35310	Medium	
Bell Avenue	S. Gordon to Magnolia	3	Open Ditch	1980	16	500	8000	Light	Curb on north side Sta. 0 to 80
Betsy Ross Street	End to West End	2	Open Ditch	1980	18/12	640	9840	Light	County
Blackstone Street	S. Hill to S. Hood	2	Open Ditch	1980	19	494	9386	Light	County
Blackstone Street	S. Hood to S. Gordon	4	Curb and Gutter	1980	42	505	21210	Medium	
Bowling Alley Lane	N. Gordon to East End	5	Open Ditch	2012	20	360	7200	Light	New overlay
Bowman Drive	E. South to Jephson	5	Open Ditch	2015	17	750	12750	Light	complete
Brazos Street	Hwy. 6 to Heights	5	Open Ditch	2015	21	550	11550	Medium	complete
Brennen Street	S. Gordon to East End	3	Open Ditch	1980	20/28	640	15160	Light	
Burton Street	W. House to Dumble	4	Open Ditch	1996	19	580	11020	Light	
Callaway Drive	Adoue to Stadium	2	Open Ditch	1980	23	1889	43447	Heavy	Contractor
Callaway Drive	Stadium to South	2	Curb and Gutter	1980	23	2725	62675	Heavy	Contractor
Cambridge Drive	Mustang to North End	4	Curb and Gutter	1980	27	1440	44608	Light	
Cardinal Drive	Hwy. 6 to County Line	5	Open Ditch	1980	20/30	80	200	Light	
Carmie Street	Moller to East End	5	Open Ditch	2015	19.5	410	9652	Light	complete
Cedar Lane	S. Gordon to Mustang	2	Open Ditch	1980	24	670	16080	Light	2016-2017

# Street Table

# Pothole Repair



Before



After

- ▶ 23 School zones
- ▶ 8 city owned and operated Traffic Signals
- ▶ 446 New Street Signs
- ▶ Pavement Markings
- ▶ Barricades & Temporary Stop signs

Traffic Control Division

# Drainage Division



# What has the Street Department accomplished this past year?

- ▶ 5 miles of new roads
- ▶ 446 New signs with high intensity sheeting
- ▶ 1,036.3 tons of dirt removed from ditches and 2.72 miles regraded
- ▶ 1,061 potholes patched using 3,526 tons of asphalt
- ▶ Mowing of 257 miles of ditches and 500 acres of land
- ▶ Programming and maintenance of 8 traffic signals and 23 School zones
- ▶ Sweeping 43 miles of roadway monthly and removal of over 1,000 Tons of dirt from entering the storm system
- ▶ Removal of 652 Tons of debris from inlets and culverts during rain events
- ▶ Setting of 560 Barricades for events and street closures
- ▶ Trimming of more than 350 Trees over roadways

# Thank You

»» Questions?

# Code Enforcement



# Code Enforcement

- Enforcement of codes and ordinances
- Inspection and enforcement of all complaints/violations:
  - Grass and weeds
  - Unsightly Accumulation of rubbish
  - Junked/abandoned vehicles
  - Illegal Signs & Banners
  - Nuisance Violations
  - Graffiti
  - Property Maintenance
  - Dangerous Structures
  - Storm Water
  - Miscellaneous Code Violations
- Follow up on “Door Hanger” Code Violations.
- Our Goal is to provide education for the public regarding rules and regulations.

# Code Enforcement Cases

- ▶ **1<sup>st</sup> Step – Education**

Educate the Citizen on the Codes and Requirements. If personal contact cannot be achieved, a door hanger is left at the residence.

- ▶ **2<sup>nd</sup> Step – Warning**

Revisit the violation, and warn the Citizen of the consequences of continued violations.

- ▶ **3<sup>rd</sup> Step – Citation**

This is the last resort when compliance cannot be obtained.

# Why Does it Take So Long to Gain Compliance?

*Code Enforcement Officers, just like the residents, are required to operate in accordance with The City of Alvin's Code of Ordinances. Sometimes this can take longer than a few days! Here's the process:*

- ✓ Inspect the property for violations and attempt to make contact with the owner or occupant
  - ✓ If they're home or answer the phone, we can verbally give 10 days to abate the nuisance (if they ask for additional time, provided it's reasonable, this can add to the timeframe allowed to abate the nuisance)
  - ✓ If they aren't home, we leave a door tag to contact us. The PD also assists us in leaving door tags when they spot violations! We give 5 days for the owner/occupant to contact Code to discuss the violation. Sometimes this prevents us from having to send a letter and we can close the case based solely on the verbal communication; however, if they fail to abate the nuisance based off verbal communication, we are still required to issue a notice in writing).
- ✓ If the owner/occupant does not contact the office, we perform an additional inspection to ensure the violation still exists and then send a letter to all interested parties (e.g.: owner, occupant, vehicle owner, vehicle lien holder, etc.) via regular and certified mail. The letter is good for one year from the date it's generated (if a violation of the same nature occurs within that year, we will typically attempt to call or send a 3 day courtesy notice to the property owner before proceeding with the next steps).
  - ✓ Most times, the letter will cause the recipient(s) to contact our office and discuss the violation and abatement requirements. If they call, this proves they have received the notice and proves the officer operated in accordance with City Ordinance. During the call, if they ask for additional time, provided it's reasonable, this can add to the timeframe allowed to abate the nuisance.
  - ✓ After mailing the letters, we are required to afford the recipient(s) the opportunity to abate the nuisance. Grass and Accumulation cases provide 10 days from RECEIPT of the notice. Junked Vehicle cases provide 30 days from RECEIPT of the notice.
    - ✓ Receipt of the notice means the recipient(s) has/have signed for the Certified Letter(s) and the green card(s) has/have been returned to the Code Office (if they haven't called to discuss already).
    - ✓ If the recipient(s) fail to pick up their Certified Letter(s), the Post Office will try again ONCE A WEEK for THREE WEEKS. After the THREE WEEKS of attempts, the Post Office will return the Certified Letter(s) to the Code Office unclaimed within about a week.
    - ✓ THIS COULD TOTAL UP TO 4-5 WEEKS AFTER THE INTIAL MAIL DATE BEFORE WE CAN EVEN BEGIN THE 10/30 DAY COUNTDOWN
- ✓ Once the green card/unclaimed certified letter is returned to the Code Office, we can begin the countdown.
- ✓ On the 11<sup>th</sup>/30<sup>th</sup> day (depending on the type of case and on whether or not the recipient has contacted us based off receipt of the letter), another inspection is performed to determine if the violation has been abated.
  - ✓ Abated = Case Closed
  - ✓ Not abated = Written Warning

# Why Does it Take So Long to Gain Compliance? (cont'd)

- ✓ If we have to issue a written warning, we attempt to do so in person. If personal service cannot be achieved, the written warning is mailed via regular mail. The written warning gives an ADDITIONAL 10 days from the date it's generated.
- ✓ Sometimes the written warning will cause the recipient(s) to contact our office and discuss the violation and abatement requirements. During the call, if they ask for additional time, provided it's reasonable, this can add to the timeframe allowed to abate the nuisance.
  
- ✓ On the 11<sup>th</sup> day another inspection is performed to determine if the violation has been abated.
  - ✓ Abated = Case Closed
  - ✓ Not abated = Court Citation and/or send the mow contractor to mow or clean up the property (usually if the structure is vacant or if it's a vacant lot).
  
- ✓ If we have to issue a Court Citation, we attempt to do so in person. If personal service cannot be achieved, the Court Citation is mailed via regular mail. Issuing a Court Citation causes Municipal Court to send a summons to appear before the judge (typically about one to two months AFTER issuing the Court Citation).
  
- ✓ One to two months after issuing the Court Citation, the Code Officer appears in Municipal Court.
  - ✓ Abated = Sometimes the case is dismissed and sometimes court costs are assessed.
  - ✓ Not abated = Sometimes the Judge offers an extension and sometimes imposes a fine.
  
- ✓ If the mow contractor is sent to mow or clean up the property (usually if the structure is vacant or if it's a vacant lot). They invoice the City of Alvin for payment and the City of Alvin invoices the property owner for reimbursement of the payment plus a \$75 administrative fee.
  - ✓ Invoice Paid = Case Closed
  - ✓ Invoice NOT Paid = Mowing Lien is placed on the property in the amount of services rendered, \$75 administrative fee AND \$26 recording cost imposed by Brazoria County. The Mowing Lien stays with the property until the owner attempts to sell it. The mowing lien(s) must be satisfied (plus 10% interest per year) before they will be able to complete the sale.

# REMEMBER....

- ✓ Issuing a Court Citation does not abate the nuisance! It merely imposes a fine for the nuisance.



**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY JANUARY 4, 2018**  
**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 Horn; Mayor Pro-tem Brad Richards; Council members: Gabe Adame, Adam Arendell, Scott Reed, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/Chief Financial Officer; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; and Robert E. Lee, Chief of Police.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Judy Zavalla gave the invocation.

Council member Richards led the pledge of Allegiance to the American Flag. Council member Reed led the pledge to the Texas Flag.

**PRESENTATIONS**

Proclamation; Zhejiang Police College Cadets.

Mayor Horn presented a proclamation cadets of the Zhejian Police College commemorating their time in the City of Alvin.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

Consider the approval of minutes from the December 7, 2017 City Council workshop.

Consider the approval of minutes from the December 7, 2017 regular City Council meeting.

Consider Ordinance 18-A, annexing a 10.00-acre tract within Alvin Sunset Ranch located along Heights Road a/k/a County Road 145, more or less, into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date on second reading.

*On September 19, 2017, Will Benson of Alvin Sunset Ranch, LLC, petitioned the City to annex +/- 10 acres, out of a 20-acre parcel for the purpose of the construction of the Sunset Ranch subdivision, owned by Alvin Sunset Ranch, LLC. Council authorized the commencement of annexation procedures on September 21, 2017, in Resolution 17-R-25. Public hearings were held on November 2, 2017, and November 16, 2017. This Ordinance, upon passage of the second reading, will finalize the annexation of that +10.00-acre tract of land for Sunset Ranch located along Heights Road a/k/a County Road 145, in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan. State law requires two readings of annexation ordinances. This is the second reading, the first reading was held on December 7, 2017.*

Consider Ordinance 18-B, annexing a 19.134-acre tract, more or less in Forest Heights, Section 6 located along the proposed 528 extension between Business 35 and SH6, into the corporate limits of

the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date on second reading.

*On September 15, 2017, Don Barras Development, LLC, petitioned the City to annex approximately 19.134 acres for the purpose of constructing Forest Heights, Section 6. Council authorized the commencement of annexation procedures on September 21, 2017, in Resolution 17-R-26. Public hearings were held on November 2, 2017, and November 16, 2017. This ordinance, upon passage of the second reading, will finalize the annexation of that ±19.134-acre tract of land for Forest Heights, Section 6, located along the proposed FM 528 extension between Business 35 and State Highway 6 in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan. State law requires two readings of annexation ordinances. This is the second reading, the first reading was held on December 7, 2017.*

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

**OTHER BUSINESS**

Consider Resolution 18-R-01, expressing the intent to finance expenditures to be incurred for the design, acquisition, construction and equipping of Fire/Emergency Medical Services (EMS) facilities; and setting forth other matters related thereto.

*Funding for the purchase of land and design was approved for FY18 through the General Projects Fund. The purpose of this funding is to replace the existing Fire Station #1 and Emergency Medical Services (EMS) facilities, and combine the two (2) services into one facility. Compelling reasons to construct a new station include, but are not limited to expanded service coverage that reduces response time, more superior geographical access to calls for service, the current lack of windstorm rating, inadequate sleeping quarters, no room for future growth, condition of existing EMS facility, and bays that are too low for new apparatus.*

*In addition, this funding will also replace a platform ladder truck, as the department’s existing ladder truck is 25 years old and is at the end of its useful life. The City has incurred \$96,000 in maintenance over the last 5 years to keep the current ladder truck operational. It is becoming unreliable, and to maintain the insurance rating (ISO/PPC 2), it is imperative to have a reliable and safe working ladder truck. The City anticipates selling the current ladder truck and utilizing the proceeds to either subsidize the cost of a new ladder truck, or depositing the proceeds into the City’s Fire Capital Fund.*

*As presented in the December 7, 2017 council workshop, bonds will need to be issued to finance the design and construction of the new Fire/EMS station and to purchase a new ladder truck. While it is premature to specify an exact dollar amount, Staff predicts the issuance to be approximately \$8,200,000. A new Fire/EMS station and ladder truck will be financed over twenty years. Assuming an interest rate of 4%, the debt service would average approximately \$582,200 a year. Based upon the 2018 taxable property value of \$1,293,876,630, a tax rate increase between \$0.04 – \$0.05 per \$100 of taxable value would be necessary to pay this debt.*

*To expedite construction and take advantage of potentially lower costs, Staff recommends approval of a “reimbursement resolution.” This resolution acknowledges the need to issue bonds for financing a new Fire/EMS station and ladder truck. Although the resolution reflects a maximum issuance of \$8,200,000, that is not necessarily the amount of bonds that will be issued. Staff believes that it is appropriate to construct a station that meets both the current and future needs of the City, while remaining affordable.*

*Approving the resolution will allow the City to secure a contract using money held in the General Projects Fund and the General Fund. Any expenditure prior to the bond issuance will be reimbursed from the proceeds at a later date. Staff currently expects that Certificates of Obligation would not be issued until a more accurate estimate of costs is obtained. A tentative timeline of events may be:*

January 2018	Approve reimbursement resolution
March 2018	Select Architect
April 2018 – December 2018	Design Phase
September 2018	Issue Certificates of Obligation
April 2019	Council Awards a Construction Contract
May 2020	Complete Construction

Council member Adame moved to approve Resolution 18-R-01, expressing the intent to finance expenditures to be incurred for the design, acquisition, construction and equipping of Fire/Emergency Medical Services (EMS) facilities; and setting forth other matters related thereto. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the January 18, 2018 City Council meeting.

### **ITEMS OF COMMUNITY INTEREST**

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

Mrs. Roberts reviewed items of community interest.

Council member Thompson hoped everyone had Merry Christmas and a Happy New Year. He reminded all that children will be going back to school next week and to be aware of the children walking and the school zones.

Council member Reed announced that he will be working out of town for another year. He wished everyone a happy and safe holiday and cautioned everyone about the weather.

Council member Arendell thanked the City Manager for adding the Harvey event and expressed his support for additional trash pickup for Harvey victims.

Council member Richards wished everyone a happy and prosperous New Year.

Council member Adame stated that he has received phone calls about a lot of debris and construction materials from Hurricane Harvey. He requested to have another big trash run throughout the city. He asked to check on the cost to provide one or two more trash runs and suggested putting this item to the vote of the Council.

Council member Starkey encourage all to keep the Christmas spirit into the next year. He announced that a church that is working with several non-profit organizations contacted him seeking residents whose homes were damaged by Hurricane Harvey that do not have insurance nor did not receive assistance from FEMA to assist in rebuilding their homes. He asked if anyone knew of someone in that situation to call him.

Mayor Horn announced that the C & R District 3 is nearing completion of the Durant detention and he encouraged city staff to be prepared to finish the project.

### **EXECUTIVE SESSION**

City Council will meet in Executive Session pursuant to Texas Government Code Section 551.071 – consultation with attorney on legal matters and 551.072 – deliberation regarding the purchase, exchange, lease or value of real property.

Mayor Horn adjourned to Executive Session at 7:26 p.m.

### **RECONVENE TO OPEN SESSION**

Mayor Horn reconvened to Open Session at 8:10 p.m.

Take action on Executive Session items if necessary.

No action was taken.

**ADJOURNMENT**

Mayor Horn closed the meeting at 8:10 p.m.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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



# AGENDA COMMENTARY

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**Meeting Date:** 1/18/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Resolution 18-R-02, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire on July 1, 2018; making various findings and provisions related to the subject and providing an effective date.

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

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**Summary:** On September 21, 2017 City Council approved Resolution 17-R-27 temporarily waiving the building permit fees associated with the repair of homes and businesses damaged by Hurricane Harvey, for a period of ninety (90) days (September 21, 2017-December 19, 2017). It is Staff's recommendation that the waiver of permit fees be reinstated and continue until July 1, 2018 since permits for repairs are still being requested. Resolution 18-R-02 reinstates the waiver of permit fees and sets the expiration of the waiver to July 1, 2018.

Staff recommends approval.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

- Resolution 18-R-02
- 

**Recommendation:** Move to approve Resolution 18-R-02, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire July 1, 2018; making various findings and provisions related to the subject and providing an effective date.

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Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION NO. 18-R-02**

**A RESOLUTION OF THE CITY OF ALVIN, TEXAS, TEMPORARILY WAIVING THE BUILDING PERMIT FEES ASSOCIATED WITH THE REPAIR OF HOMES AND BUSINESSES DAMAGED AS A RESULT OF HURRICANE HARVEY; PROVIDING THAT SUCH WAIVER SHALL EXPIRE JULY 1, 2018; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on the 24<sup>th</sup> day of August 2017, the Mayor of the City of Alvin, Texas, pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975), declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the approaching storm “Hurricane Harvey;” and

**WHEREAS**, the recent flooding associated with Hurricane Harvey severely damaged residential and business properties in the City; and

**WHEREAS**, it is in the City’s best interest to assist affected residents and business owners who are required to repair and/or renovate structures damaged by Hurricane Harvey; and

**WHEREAS**, continuing the building permit review and inspections will ensure compliance with building codes and life safety that are in the best long-term interests of the residents and the City; and

**WHEREAS**, normal building permit fees related to damage caused by Hurricane Harvey and the resulting flooding would add financial costs to affected property owners, and the City is willing to absorb these fees;

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

**Section 1.** The City Council of the City of Alvin, Texas, hereby waives the collection of building permit fees for the repair and/or renovation of homes and businesses damaged as a result of Hurricane Harvey. This waiver of fees shall expire on July 1, 2018.

**Section 2.** Individuals and contractors will still be required to follow the building permitting process, but those fees associated therewith shall be waived.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 1/18/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Ordinance 18-D, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.

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

**Summary:** On September 21, 2017 the City Council approved Ordinance 17-Q temporarily suspending regulations relating to the placement of recreational vehicles (RVs) within the City. Ordinance 17-Q allows residents to reside in their Recreational Vehicles on their property while damages to their homes, due to Hurricane Harvey, are repaired. The provisions provided in Ordinance 17-Q will expire on February 1, 2018 and it is Staff's recommendation that the expiration date be extended to July 1, 2018. Ordinance 18-D would extend the deadline in the manner described. The first request for placement of an RV was received on January 8, 2018 and was made by FEMA on behalf of an Alvin resident.

Ordinance 18-D does not apply to commercial properties. Staff recommends approval.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Ordinance 18-D

**Recommendation:** Move to approve 18-Q, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Storm Harvey.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

## ORDINANCE NO. 18-D

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, TO TEMPORARILY SUSPEND REGULATIONS RELATING TO THE PLACEMENT OF RECREATIONAL VEHICLES, AND ADOPTING TEMPORARY REGULATIONS INCLUDING BUT NOT LIMITED TO CONDITIONAL PERMITS, PLACEMENT, MAINTENANCE, UTILITIES, REMOVAL, SANITATION, AND OTHER RELATED HEALTH AND SAFETY MATTERS FOR RECREATIONAL VEHICLES LOCATED ON RESIDENTIAL PROPERTIES IN REPOSE TO WIDESPREAD DAMAGE CAUSED BY HURRICANE HARVEY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED THERETO.**

**WHEREAS**, on August 24, 2017, the Mayor of the City of Alvin, pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975) declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the approaching storm “Hurricane Harvey;” and

**WHEREAS**, the President of the United States, the Governor of the State of Texas, and the County of Brazoria, Texas, declared a Declaration of Disaster in response to the occurrence of widespread and severe damage resulting from Hurricane Harvey; and

**WHEREAS**, due to widespread residential and commercial property damage necessitating repairs and rehabilitation, and the limited availability of housing and rental properties including hotels, the City has an urgent need to allow for temporary housing for its residents; and

**WHEREAS**, the City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including, but not limited to, conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey.

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

**Section 1.** The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2.** The City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey. The purpose and intent of the temporary suspension of current regulations is to allow the conditional placement

and use of privately owned recreational vehicles at damaged residential locations during construction subject to the limitations provided in Section 3. This temporary suspension does NOT allow the placement of mobile homes, manufactured housing, or FEMA alternative housing units.

**Section 3.** The City Council hereby adopts the following temporary rules and regulations:

### **Hurricane Harvey Temporary Recreational Vehicle Placement**

**A. Definitions:**

*Camper.* A portable dwelling designed to be used for casual travel being whether a self-propelled unit, or not, or an independent or dependent unit, including, but not limited to, truck campers, bus campers, and self-propelled travel homes.

*Recreational Vehicle.* A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which is self-propelled or is affixed to or drawn by another vehicle.

*Trailer/Travel Trailer.* A portable vehicular structure built on a chassis, which may or may not be self-propelled, being either a dependent or independent unit, designed for casual travel and/or temporary living, including recreational vehicles.

**B. Residential:**

1. In order to place a temporary recreational vehicle at your residential location, the following requirements apply:
  - a. Recreational Vehicles must be located on the property where the damaged residential building is located, not in the city right-of-way (including sidewalk areas, streets or alleys.)
  - b. The Recreational Vehicle may **only** be occupied by the property owner of the subject residential building. No subletting of the Recreational Vehicle will be permitted.
  - c. Recreational Vehicles shall meet the building setbacks for the tract of property upon which it is located, where practicable.
  - d. No additional structures or accessory structures may be added to the Recreational Vehicle, with the exception of ADA-compliant ramps.
  - e. The Recreational Vehicle must be removed from the property upon issuance of a Certificate of Occupancy for the repaired building or by July 1, 2018, whichever comes first.
  
2. All such recreational vehicles will be considered temporary in nature. A permit by the City of Alvin must be issued in advance of placement, and may be subject to additional site conditions. Utility connections will require separate permits and approval.

**Section 4.** The City Council hereby authorizes the City Engineer to make special exceptions for site specific placement for recreational vehicles in appropriate cases, and subject

to appropriate conditions and safeguards that are consistent with the general purposes and intent of this Ordinance, and in accordance with any applicable rules contained in this Ordinance.

**Section 5. Penalty.** Any person, firm or corporation violating a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with Section 1-5 of the Code of Ordinances.

**Section 6. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reason 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 7. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

**Section 8. 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, Chapter 551 of the Texas Government Code.

**PASSED** on first and final reading on the \_\_\_\_\_ day of January, 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

By \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

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**Meeting Date:** 1/18/2018

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Ordinance 18-E, granting consent to the creation of Brazoria County Municipal Utility District (MUD) No. 73; containing various provisions related to the foregoing subject; and making certain findings related thereto.

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

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**Summary:** On September 21, 2017, City Council approved the Utility Services Contract relating to Brazoria County MUD No. 73 with Rooted Development Group, LLC. This Utility Services Contract will allow for water/wastewater services to be provided to the Mustang Crossing Development, a planned unit residential development on FM 1462 within the corporate limits of the City.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

- Ordinance 18-E
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**Recommendation:** Move to approve Ordinance 18-E, granting consent to the creation of Brazoria County Municipal Utility District No. 71, containing various provisions related to the foregoing subject; and making certain findings related thereto.

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Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**ORDINANCE NO. 18-E**

**ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, on September 21, 2017, in Resolution 17-R-23, the City of Alvin, Texas (the "City"), approved a Utility Services Contract with Rooted Development Group, LLC, to allow for water/wastewater services to be provided to the Mustang Crossing Development, a planned unit residential development on FM 1462 within the corporate limits of the City; and

**WHEREAS**, the City has received a Petition for Consent to Creation of a Municipal Utility District (to be known as Brazoria County Municipal Utility District No. 73 and herein referred to as, the "Petitioned District") for 69.728 acres, more or less (the "Property"), a copy of which Petition and all exhibits thereto are attached hereto and incorporated herein as Exhibit A (the "Petition"); and

**WHEREAS**, the Property is located within the corporate boundaries of the City; and

**WHEREAS**, the Petitioned District intends to connect to the City's water and sewer system and is therefore designated as a "city service district" pursuant to Section 54.016, Texas Water Code (the "Act"); and

**WHEREAS**, the costs of certain water, sewer, drainage and street improvements (the "Infrastructure") will be advanced by the developer of the property under contracts awarded by either the Authority or the Petitioned District and reimbursed to the developer through the issuance of bonds, notes or other obligations by either the Authority or the Petitioned District; and

**WHEREAS**, it is hereby found that it is in the best interest of the City to require certain conditions to ensure (i) the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, (ii) the sale of bonds, and (iii) the coordination and allocation of projects; and

**WHEREAS**, the Act provides that land within a City's boundaries may not be included within a district without the city's written consent; and

**WHEREAS**, the City Council of the City desires to create Ordinance No. 18-E as set forth herein for the purpose of consenting to the creation of the Petitioned District;

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

**Section 1.** The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of Brazoria County Municipal Utility District No. 73 on 69.728 acres of land, more or less, as described in Exhibit A to the Petition, and such consent is granted upon the written Consent Conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes. This Ordinance shall have not impaired the effectiveness of any agreement between the City and the Petitioned District dated prior to the effective date hereof.

**Section 3.** The Petitioners shall pay any and all actual or imputed costs of the City including (i) any reasonable fees or expenses of legal counsel, engineering consultants, or financial consultants, and (ii) any administrative costs, incurred in connection with the negotiation and documentation related to the creation of the Petitioned District.

**Section 4.** In addition to all the rights and remedies provided by the laws of the state, in the event the Petitioned District violates the terms and provisions of the City's written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the Petitioned District and its officials to observe and comply with the terms and conditions of this Ordinance.

**Section 5.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**PASSED** on first and final reading on the \_\_\_\_\_ day of January 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

By \_\_\_\_\_  
Dixie Roberts, City Secretary

**Exhibit A**

**Petition for Consent to Creation of a  
Municipal Utility District**

PETITION FOR CONSENT TO CREATION  
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND  
CITY COUNCIL OF THE CITY OF ALVIN:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73.

II.

The area of the land to be included in the District contains 69.728 acres, more or less, and lies wholly within Brazoria County, Texas. All of said area is within the corporate limits of the City of Alvin and is not within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(5) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

#### V.

The area of the District is urban in nature, is within the growing environs of the City of Alvin, and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

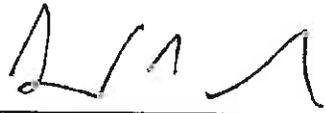
A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, and recreational facilities (if allowed by applicable law).

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Alvin give its written consent to the creation of said District.

Dated this 12<sup>th</sup> day of December, 2017.

REDUS TEXAS LAND, LLC, a Delaware limited liability company

By: REDUS Properties, Inc., its sole member

By: 

Name: DAVID L. ATCH

Title: Sr VP

Attest:

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

"PETITIONER"

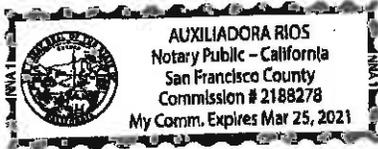
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco
On December 12, 2012 before me, Auxiliadora Rios, Notary Public
personally appeared David L. Ash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Petition for Consent to Creation of a
Title or Type of Document: Municipal Utility District

Document Date: December 12, 2012 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: David L. Ash
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney In Fact
[ ] Trustee [ ] Guardian of Conservator
[ ] Other:
Signer is Representing: Beddus Texas Land, LLC, a Delaware limited liability company

EXHIBIT "A"

Exhibit\_\_ Page 1\_ of 7\_ Pages

County: Brazoria  
Project: Mustang Crossing- Remainder Tracts  
C.I. No.: 1157-17  
Job Number: 2017-131-008

**METES AND BOUNDS FOR 69.728 ACRES**

Being a 69.728 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 69.728 acre tract being all of Lot 28, and portion of Lots 15, 26, 27, 36, 37, 38, 39, 40, 41, 46, 47, and 48 of said subdivision, same being portions of a call 129.23 acre tract of land conveyed to REDUS Texas Land, L.L.C., recorded in Clerk's File Number 2010032838 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being all of Lot 8, Block 1 (containing 0.238 acres of land) in Section One of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.; the portions of said 129.23 acre tract being more particularly described by metes and bounds in two tracts as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

**Tract 1- 55.14 Acres**

Beginning at a 3/4-inch iron rod found at the west corner of said call 129.23 acre tract and south corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., being on the northwesterly line of said Lot 15 common with the southeasterly line of Lot 16 of said subdivision, and being on the northerly Right-of-Way line of FM 1462 (150 feet wide) recorded in Volume 959, Page 400 of the Deed Records of Brazoria County (D.R.B.C.);

1. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 15 common with the southeasterly line of said call 12.198 acre tract and said Lot 16, North 59 degrees 41 minutes 51 seconds East, a distance of 449.36 feet (call North 59 degrees 49 minutes 17 seconds East, a distance of 448.99 feet) to 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the east corner of said call 12.198 acre tract and said Lot 16, the south corner of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 2002-020054 of the O.P.R.B.C. and Lot 25 of said subdivision, the west corner of aforesaid Lot 26, and the north corner of said Lot 15;
2. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 26 common with the southeasterly line of said call 9.99 acre tract and said Lot 25, North 59 degrees 47 minutes 40 seconds East, a distance of 659.04 feet (call North 59 degrees 46 minutes 19 seconds East, a distance of 659.33 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 9.99 acre tract and said Lot 25, the north corner of said Lot 26, the south corner of aforesaid Lot 28, and the west corner of aforesaid Lot 27;

3. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 28 common with the northeasterly line of said call 9.99 acre tract and said Lot 25, North 30 degrees 10 minutes 55 seconds West, a distance of 659.62 feet (call North 30 degrees 10 minutes 13 seconds West, a distance of 660.0 feet) to a 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the north corner of said call 9.99 acre tract and said Lot 25, the east corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinec Yaillet Arafet Calderin, husband and wife in Clerk's File No. 2014034343 of the O.P.R.B.C. and Lot 24 of said subdivision, the south corner of a call 12.32 acre tract conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C. and Lot 29 of said subdivision;
4. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 28 common with the southeasterly line of said call 12.32 acre tract and said Lot 29, North 59 degrees 47 minutes 05 seconds East, a distance of 668.32 feet (call North 59 degrees 47 minutes 05 seconds East, a distance of 668.01 feet) to an interior corner of said call 129.23 acre tract, the north corner of said Lot 28, the east corner of said call 12.32 acre tract and said Lot 29, and the south corner of aforesaid Lot 36, from which a 5/8-inch iron rod with cap stamped "WILSON" found bears North 72 degrees 58 minutes West, a distance of 1.03 feet;
5. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 36 common with the northeasterly line of said call 12.32 acre tract and said Lot 29, North 30 degrees 11 minutes 13 seconds West, a distance of 657.83 feet (call North 30 degrees 11 minutes 13 seconds West, a distance of 657.91 feet) to a 1/2-inch iron rod found at an exterior corner of said 129.23 acre tract, the north corner of said Lot 29, the west corner of said Lot 36 and the south corner of a call 5.00 acre tract conveyed to James Day McNeil and wife, Waynetta R. McNeil in Volume 1420, Page 909 of the D.R.B.C. and Lot 35 of aforesaid subdivision;
6. Thence, with the northwesterly line of said call 129.23 acre tract and said Lot 36 common with the southeasterly line of said call 5.00 acre tract and said Lot 35, North 59 degrees 46 minutes 06 seconds East, a distance of 437.90 feet (call North 59 degrees 46 minutes 05 seconds East, a distance of 438.0 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 5.00 acre tract and the south corner of a call 3.002 acre tract of land conveyed Jane C. Walker in Clerk's File No. 1986-031185 of the O.P.R.B.C.;

7. Thence, with the northwesterly line of said call 129.23 acre tract and aforesaid Lots 36, 41, and 46 common with the southeasterly line of said call 3.002 acre tract, the southeasterly line of a call 3.037 acre tract of land conveyed to Tranquility Estates, L.P. in C.F. No. 1998-000696 of the O.P.R.B.C., the southeasterly line of Trussell's Estate, a subdivision recorded in Clerk's File No. 1996037669 of the O.P.R.B.C., the southeasterly line of Ostos Park, a subdivision recorded in Clerk's File No. 1995-023476 of the O.P.R.B.C., the southeasterly line of the remainder of a 28.5 acre tract conveyed to Virgil Claude McGinnes and Velmo Roy McGinnes in Volume 597, Page 541 of the D.R.B.C., and the southeasterly line of Lots 35, 42, and 45 of aforesaid Hooper and Wade Subdivision, North 59 degrees 38 minutes 57 seconds East, a distance of 902.06 feet (call North 59 degrees 39 minutes 56 seconds East) to the west corner of Reserve "A" of aforesaid Mustang Crossing Sections One and Two, from which a 5/8-inch iron rod with cap found bears North 15 degrees 37 minutes West, a distance of 0.60 feet;

Thence, with the southwesterly line of said Reserve "A", the following four (4) courses:

8. South 30 degrees 14 minutes 12 seconds East, a distance of 310.66 feet (call 311.16 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 59 degrees 45 minutes 48 seconds East, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 30 degrees 14 minutes 12 seconds East, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. 239.80 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 11 minutes 23 seconds, a radius of 568.00 feet and a chord that bears South 18 degrees 08 minutes 30 seconds East, a distance of 238.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;
12. South 83 degrees 55 minutes 31 seconds West, at a distance of 115.00 passing a 5/8-inch iron rod with cap found on the easterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in said Mustang Crossing Section Four, and continuing for a total distance of 175.04 feet (call South 83 degrees 57 minutes 13 seconds West, a distance of 175.00 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the westerly Right-of-Way line of said Saddlecreek;

13. Thence, with the westerly Right-of-Way line of said Saddle Creek, 76.79 feet (call 76.76) along the arc of a curve to the right, said curve having a central angle of 11 degrees 11 minutes 41 seconds, a radius of 393.00 feet and a chord that bears South 00 degrees 26 minutes 56 seconds East, a distance of 76.66 feet to a 5/8-inch iron rod with cap found on the northwesterly line of said Mustang Crossing Section Four;

Thence, with the northwesterly and southwesterly lines of said Mustang Crossing Section Four, the following nine (9) courses:

14. South 59 degrees 45 minutes 48 seconds West, a distance of 1,013.58 feet (call 1013.60 feet) to a 5/8-inch iron rod found;
15. South 30 degrees 11 minutes 13 seconds East, a distance of 100.13 feet (call 100.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
16. South 59 degrees 48 minutes 47 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
17. 23.54 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 55 minutes 43 seconds, a radius of 15.00 feet and a chord that bears South 14 degrees 47 minutes 17 seconds West, a distance of 21.20 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
18. South 59 degrees 45 minutes 46 seconds West, a distance of 85.00 feet to an interior corner of aforesaid Mustang Crossing Section Four from which a 5/8-inch iron rod with cap found bears South 79 degrees 19 minutes West, a distance of 0.29 feet;
19. 23.57 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 02 minutes 12 seconds, a radius of 15.00 feet and a chord that bears North 75 degrees 12 minutes 44 seconds West, a distance of 21.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northerly terminus of Mustang Crossing Boulevard recorded in said Mustang Crossing Section Four;
20. Thence, with the northwesterly terminus of said Mustang Crossing Section Four, South 59 degrees 53 minutes 37 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the westerly terminus of said Mustang Crossing Boulevard;
21. Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, South 30 degrees 11 minutes 13 seconds East, a distance of 75.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

22. Thence, continuing with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, 100.81 feet (call 96.15 feet) along the arc of a curve to the right, said curve having a central angle of 13 degrees 45 minutes 10 seconds, a radius of 420.00 feet and a chord that bears South 23 degrees 18 minutes 37 seconds East, a distance of 100.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the west corner of aforesaid Mustang Crossing Sections One and Two;

Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, the following three (3) courses:

23. 112.17 feet (call 111.92 feet) along the arc of a curve to the left, said curve having a central angle of 13 degrees 17 minutes 51 seconds, a radius of 483.32 feet and a chord that bears South 21 degrees 45 minutes 32 seconds East, a distance of 111.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 28 degrees 35 minutes 44 seconds East, a distance of 1,380.01 feet to a 5/8-inch iron rod with cap found;
25. South 17 degrees 45 minutes 57 seconds West, at a distance of 14.49 feet passing a 5/8-inch iron rod with cap found, and continuing for a total a distance of 15.50 feet (call 14.60 feet) to the northeasterly Right-of-Way line of aforesaid FM 1462;
26. Thence, with the northeasterly Right-of-Way line of said FM 1462, 1,325.34 feet along the arc of a curve to the right, said curve having a central angle of 41 degrees 22 minutes 49 seconds, a radius of 1,835.08 feet and a chord that bears South 84 degrees 39 minutes 58 seconds West, a distance of 1,296.72 feet to a disturbed concrete monument;
27. Thence, continuing with the northeasterly Right-of-Way line of said FM 1462, North 74 degrees 40 minutes 50 seconds West, a distance of 700.73 feet (call North 74 degrees 40 minutes 15 seconds West, a distance of 701.02 feet) to **Point of Beginning** and containing 55.14 acres of land in Tract 1.

#### **Tract 2-14.35 Acres**

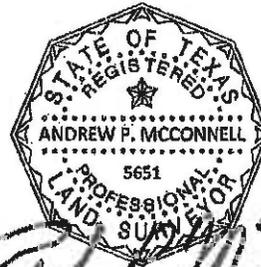
**Beginning** at a 5/8-inch iron rod with cap found at the south corner of Lot 1, Block 1 of aforesaid Mustang Crossing Sections One and Two and being on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard (width varies);

1. Thence, with the southeasterly line of said Block 1, North 59 degrees 45 minutes 08 seconds East, a distance of 666.29 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 666.03 feet) to a 5/8-inch iron rod with cap found;

2. Thence, with the northeasterly line of said Block 1, North 30 degrees 14 minutes 12 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Lot 10 Block 1 on the southeasterly line of Block 2 of aforesaid Mustang Crossing Sections One and Two;
3. Thence, with the southeasterly line of said Block 2, North 59 degrees 44 minutes 52 seconds East, a distance of 777.92 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 777.15 feet) to a 5/8-inch iron rod with cap found at the east corner of Lot 25 of said Block 2;
4. Thence, with the easterly line of said Block 2, North 03 degrees 42 minutes 50 seconds East, a distance of 252.93 feet (call North 03 degrees 27 minutes 42 seconds East, a distance of 253.08 feet) to a 5/8-inch iron rod with cap found at the northeast corner of Lot 27 of said Block 2, and being on the southwesterly line of aforesaid Reserve "A";
5. Thence, with a southerly line of said Reserve "A" and the southerly line of Reserve "G" of aforesaid Mustang Crossing Sections One and Two, South 86 degrees 53 minutes 59 seconds East, a distance of 67.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the southeast corner of said Reserve "G", the east line of aforesaid 129.23 acre tract, and being on the westerly Right-of-Way line of Johnson Street (width unknown);
6. Thence, with the westerly Right-of-Way line of said Johnson Street, South 03 degrees 37 minutes 42 seconds West, a distance of 990.99 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the intersection of the westerly Right-of-Way line of said Johnson Street and the northwesterly Right-of-Way line of aforesaid FM 1462;
7. Thence, with the northwesterly Right-of-Way line of said FM 1462, South 59 degrees 42 minutes 42 seconds West, a distance of 930.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the east corner of a call 1.01 acre tract of land conveyed to Moody National Bank in Clerk's File No. 2006048046 of the O.P.R.B.C.;
8. Thence, with the northeasterly line of said call 1.01 acre tract, North 30 degrees 15 minutes 24 seconds West, a distance of 300.78 feet (call 300.17 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. Thence, with the northwesterly line of said call 1.01 acre tract, South 59 degrees 42 minutes 42 seconds West, a distance of 148.05 feet (call 148.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard;

10. Thence, with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 29.86 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 04 minutes 27 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 34 minutes 13 seconds West, a distance of 29.86 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. Thence, continuing with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 31.33 feet (call 31.32 feet) along the arc of a curve to the right, said curve having a central angle of 04 degrees 16 minutes 28 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 45 minutes 27 seconds West, a distance of 31.33 feet to the **Point of Beginning** and containing 14.35 acres of land in Tract 2.

**Tract 1- 55.14 Acres**  
**Tract 2- 14.35 Acres**  
**B1, L8- 0.237 acres**  
**Total- 69.728 Acres**



*Andrew P. McConnell*  
8-3-17

**Exhibit "B"**  
**Consent Conditions**

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively referred to herein as "District Obligations") for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the Resolution of the City Granting Consent to the creation of the District have been satisfied.
2. Such District Obligations must provide that the District reserves the right to redeem said District Obligations on a date on or before the 15th anniversary of the date of issuance without premium.
3. None of such District Obligations, other than refunding bonds, will be sold for less than 95 percent of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except Bond Anticipation Notes which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be solely payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:
  - a. The refunding transaction provides both gross debt service savings and net present value savings;

- b. The net present value savings, as certified by the District's Financial Advisor, is three (3) percent or more of the principal amount of the refunded bonds; and
- c. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) Except as otherwise agreed to in writing by the City, upon completion and final inspection of any portion of the System, (i) the District shall transfer all facilities to the City, (ii) the City shall operate and maintain the System, (iii) the City shall set rates for water and/or sewer services in the District and (iv) the City shall handle all billings and collections for water and sewer service within the District.

(d) Before the commencement of any construction within the District, the engineer or other representatives of the District or a developer in the District shall submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(e) In the event that the District operates a sewage treatment facility, representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(f) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(g) Prior to the sale of any lot or parcel of land within the District, the owner or the developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

(h) The District agrees to enact and enforce within the District the then-current City building and plumbing codes, regulations and standards, as amended, related to the design, construction, operation and maintenance of water, sanitary sewer and storm drainage systems and facilities of residential and non-residential structures and improvements.

(i) The District agrees to provide the City with two copies of all applications, requests or reports it files with the TCEQ.



# AGENDA COMMENTARY

Meeting Date: 1/18/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

**Agenda Item:** Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$32,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements along Depot Centre Boulevard; and authorize the Mayor to sign.

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

**Summary:** City Staff was contacted by Brazoria County Commissioner Stacy Adams in April 2017 asking if the City had any projects that would be submitted for Community Development Block Grant (CDBG) funding that his office could partner with the City on. Each grant cycle each Commissioner is given +/- \$30,000 in discretionary funds to spend in their Precinct. The proposed sidewalk along the east side of Depot Centre Boulevard from The Depot to Sidnor Street was identified as a possible project, and was sent to CDBG for consideration. The CDBG has approved \$32,000 for this project pending approval of the attached agreement by the City Council. This project will be the third project to receive discretionary CDBG grant funds from Commissioner Adams. Staff recommends approval of the agreement.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** \_\_\_\_\_

## Supporting documents attached:

- Agreement Between Brazoria County and the City of Alvin for CDBG Grant Funds for the Depot Centre Sidewalk Project

**Recommendation:** Move to approve an Agreement between Brazoria County and the City of Alvin for the City to receive \$32,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements along Depot Centre Boulevard; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

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

THIS AGREEMENT, entered this 1<sup>st</sup> day of October, 2017 by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-17-UC-48-0005; and

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

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

**I. SCOPE OF SERVICE**

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2017 Community Development Block Grant (CDBG) Program Action Plan:

**ALVIN SIDEWALK IMPROVEMENTS** - The City of Alvin will install approximately 442 linear feet of 4.5' concrete sidewalk, including 5 ADA ramps and crosswalk paving markings along the East side of Depot Centre Blvd from Sidnor Street to the Depot Center. This sidewalk will comply with current ADA standards and provide a safe walking route from National Oak Park, the City library and the Depot Center. The sidewalk will also connect to downtown sidewalks used by the entire City.

**II. NATIONAL OBJECTIVES**

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program's National Objective of benefiting low- and moderate-income persons, as defined in 24 CFR 570.208.

**III. GOALS AND PERFORMANCE MEASURES**

The Subrecipient will assist 1,550 low- and moderate income persons with enhanced suitable living environment by providing availability/accessibility through sidewalk improvements.

**IV. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1<sup>st</sup> day of October, 2017 and end on the 31<sup>st</sup> day of December, 2018. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months

Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
Total:	<u>15 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Thirty Two Thousand Dollars and No Cents (\$32,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Thirty Two Thousand Dollars and No Cents (\$32,000.00) or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Sidewalk Improvements	\$32,000.00
Total	<u>\$32,000.00</u>

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

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

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

Grantee

Subrecipient

L. M. "Matt" Sebesta, Jr., County Judge  
Brazoria County  
Brazoria County Courthouse  
111 E. Locust, Suite 102A  
Angleton, Texas 77515

Paul Horn, Mayor  
City of Alvin  
126 W. Sealy  
Alvin, Texas 77511

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

#### D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

#### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Thirty Two Thousand Dollars and No Cents (\$32,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

#### F. Grantor Recognition

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

#### G. Amendments

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

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

#### H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the

effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

## XII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

#### 2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Beneficiary Data

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

## 4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

## 5. Close-outs

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

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

## C. Additional Requirements

### 1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

### 2. Indirect Costs

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

### 3. Payment Procedures

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

### 4. Travel

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

### 5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

## D. Procurement of Materials, Property or Services

### 1. Compliance

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

## 2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

## 3. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

### XIV.PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

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

##### 2. Nondiscrimination

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

##### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental,

or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

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

#### 2. Women- and Minority-Owned businesses (W/MBE)

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

#### 3. Access to Records

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

#### 4. Notifications

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

## 5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

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

## 6. Subcontract Provisions

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

## C. Employment Restrictions

### 1. Prohibited Activity

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

### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

### 3. Section 3

#### A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a

condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

§135.38 Section 3 Clause.

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

- F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

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

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

#### B. Notifications

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

#### C. Subcontracts

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

#### D. Conduct

## 1. Assignability

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

## 2. Subcontracts

### a. Approvals

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

### b. Monitoring

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

### c. Content

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

### d. Selection Process

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

## 3. Hatch Act

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

## 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but not limited to) the following:

- a. The Subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification – (paragraph d)

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

## 6. Copyright

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

#### 7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

### XV. ENVIRONMENTAL CONDITIONS

#### A. Air and Water

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

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

#### B. Flood Disaster Protection

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

#### C. Lead-Based Paint

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

#### D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

FOR GRANTEE:

By: \_\_\_\_\_  
Paul Horn

By: \_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.

Title: Mayor \_\_\_\_\_

Title: County Judge \_\_\_\_\_

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

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



# AGENDA COMMENTARY

Meeting Date: 1/18/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

**Agenda Item:** Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for utility improvements along South Park Drive; and authorize the Mayor to sign.

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

**Summary:** Every three years Brazoria County is awarded Community Development Block Grant Funds from the Federal Government that it passes along to cities within the County for projects that will benefit low- and moderate-income areas of the City. The City of Alvin has received these funds every three years for the previous fifteen plus years and has historically used them to fund park and utility projects (alternating between the two). In order to receive these funds, the City is required to submit an application in the spring of the award year. The application must include projects that meet the County's criteria and are located in low, and/or moderate-income areas of the City as determined by CDBG. This year Staff submitted an application for funds to replace the water and sanitary sewer lines along South Park Drive. This project not only met the criteria for the grant it was also a project identified in the 2015 Utility Master Plan that was done by Freese and Nichols. City Staff was notified by the County in early October that the project had been approved to receive CDBG grant funds in the amount of \$250,000 and that the agreement would follow in the next couple of months. Staff recommends approval of the agreement.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** \_\_\_\_\_

## Supporting documents attached:

- Agreement Between Brazoria County and the City of Alvin for CDBG Grant Funds for the South Park Utility Replacement Project

**Recommendation:** Move to approve an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for utility improvements along South Park Drive; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

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

THIS AGREEMENT, entered this 1<sup>st</sup> day of October, 2017 by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-17-UC-48-0005; and

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2017 Community Development Block Grant (CDBG) Program Action Plan:

**ALVIN WATER/SEWER IMPROVEMENTS** - The City of Alvin will replace approximately 2,000 linear feet of existing 2.5" waterline with 6" PVC waterline, along with new fire hydrants valves and service lines along South Park Drive. The City will also replace 2,000 linear feet of old 6" clay sanitary sewer line with 6" HDPE pipe and new sanitary sewer manholes. This water line will provide adequate fire protection and water pressure for all residents, while the sewer line will eliminate inflow and infiltration. The new manholes will provide access for maintenance.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program's National Objective of benefiting low- and moderate-income persons, as defined in 24 CFR 570.208.

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist 119 low- and moderate income persons with enhanced suitable living environment by providing availability/accessibility through improved quality of public water/sewer sources.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1<sup>st</sup> day of October, 2017 and end on the 31<sup>st</sup> day of December, 2018. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
 Total:	 <u>15 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Water/Sewer Improvements	\$250,000
 Total	 <u>\$250,000</u>

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

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
L. M. "Matt" Sebesta, Jr., County Judge Brazoria County Brazoria County Courthouse 111 E. Locust, Suite 102A Angleton, Texas 77515	Paul Horn, Mayor City of Alvin 126 W. Sealy Alvin, Texas 77511

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

### C. Hold Harmless

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

### D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

### F. Grantor Recognition

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

### G. Amendments

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

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

### H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

## XII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

#### 2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Beneficiary Data

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

## 4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

## 5. Close-outs

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

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in

accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

The Subrecipient shall report “monthly” all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

2. Indirect Costs

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

3. Payment Procedures

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

4. Travel

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

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

D. Procurement of Materials, Property or Services

## 1. Compliance

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

## 2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

## 3. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall

compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

### XIV. PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

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

##### 2. Nondiscrimination

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

##### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the

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

#### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

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

#### 2. Women- and Minority-Owned businesses (W/MBE)

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

#### 3. Access to Records

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

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. Section 3

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

§135.38 Section 3 Clause.

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

*directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

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

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

#### B. Notifications

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

#### C. Subcontracts

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

## D. Conduct

### 1. Assignability

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

### 2. Subcontracts

#### a. Approvals

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

#### b. Monitoring

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

#### c. Content

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

#### d. Selection Process

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

### 3. Hatch Act

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

### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but or not limited to) the following:

- a. The Subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification – (paragraph d)

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

## 6. Copyright

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

## 7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

# XV. ENVIRONMENTAL CONDITIONS

## A. Air and Water

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

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

## B. Flood Disaster Protection

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

## C. Lead-Based Paint

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

under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

FOR GRANTEE:

By: \_\_\_\_\_  
Paul Horn

By: \_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.

Title: Mayor \_\_\_\_\_

Title: County Judge \_\_\_\_\_

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

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



# AGENDA COMMENTARY

**Meeting Date:** 1/18/2018

**Department:** Finance

**Contact:** Junru Roland, Assistant City Manager

**Agenda Item:** Receive and acknowledge receipt of the Financial and Quarterly Investment reports for December 31, 2017.

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

**Summary:** The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Financial Reports – December 2017

**Recommendation:** Move to acknowledge receipt of the December 2017 Financial and Quarterly Investment reports.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

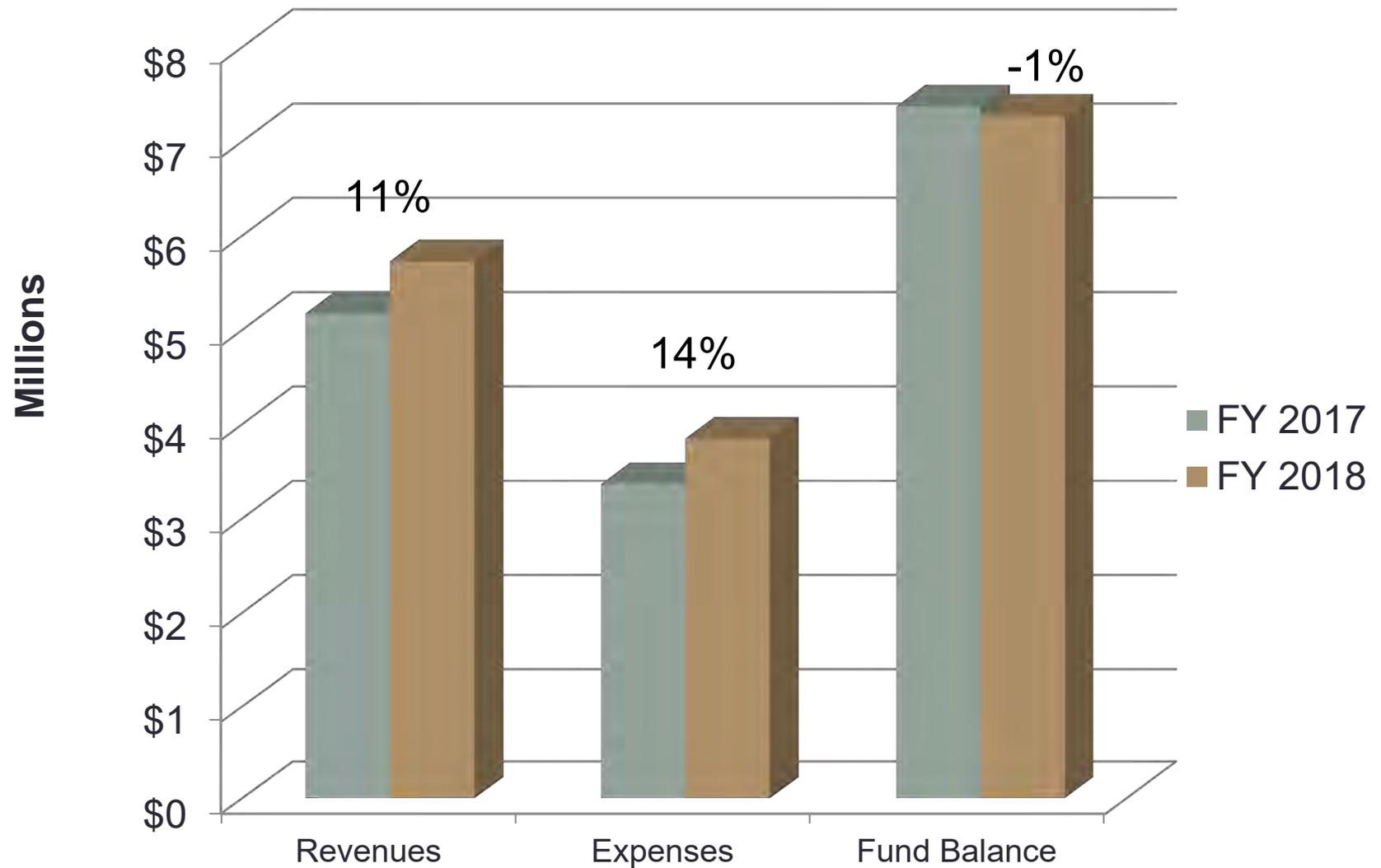
Reviewed by City Manager

# CITY OF ALVIN

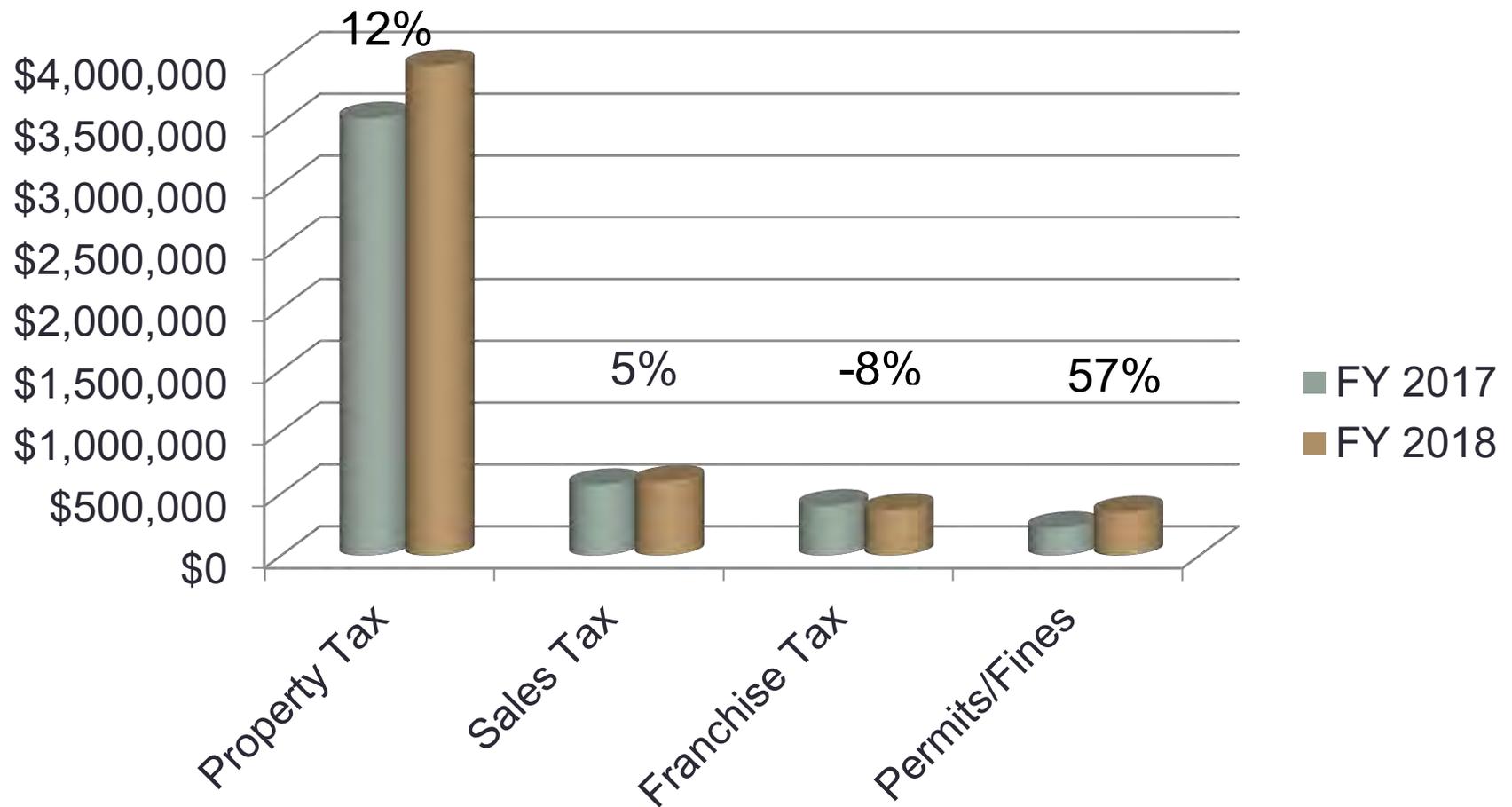
Financial Summary  
December 31, 2017

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# General Fund Revenue, Expense & Fund Balance Comparison



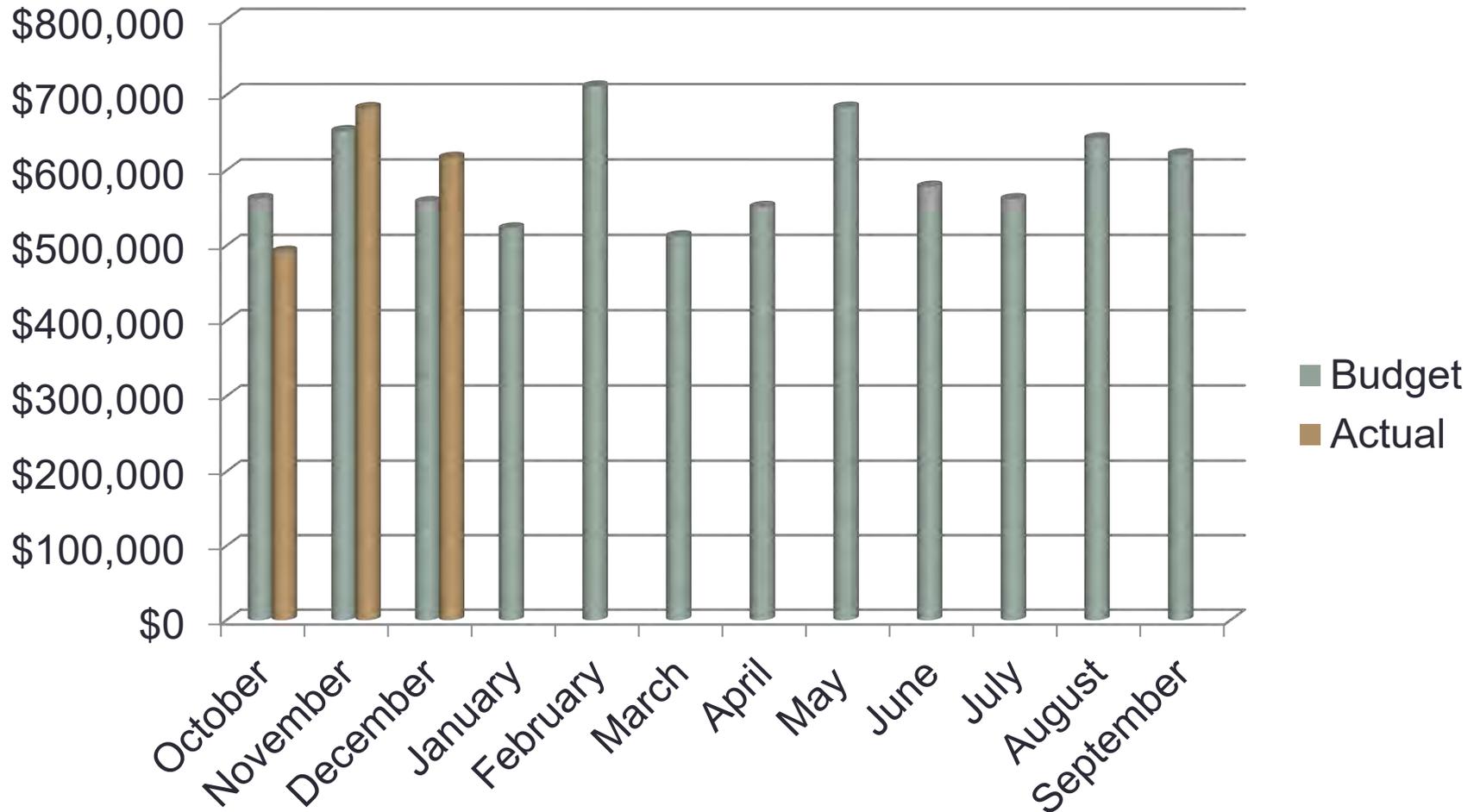
# General Fund Major Revenue Comparison as of December 31, 2017



# Sales Tax Revenues

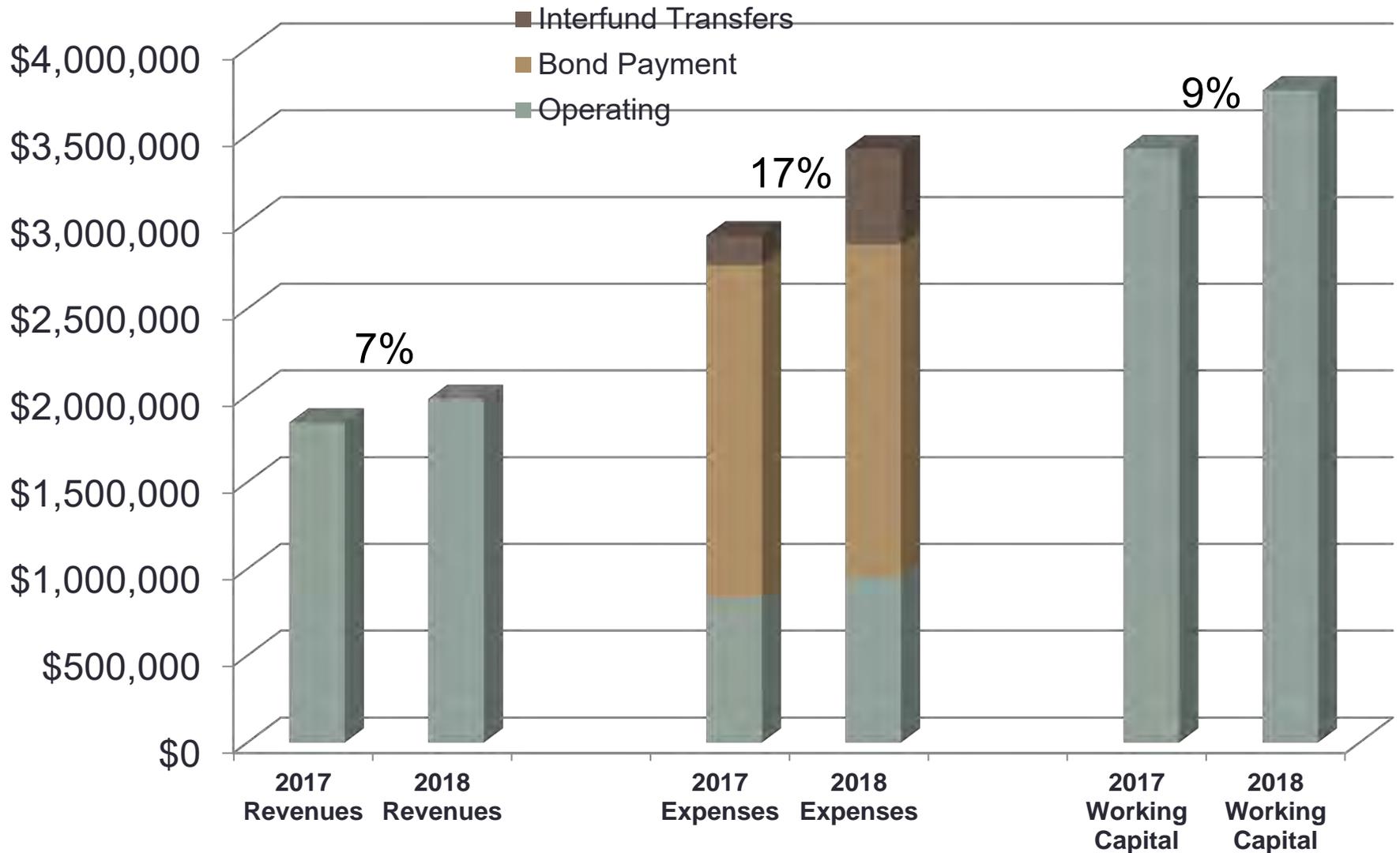
## Budget vs. Actual

### FY 2017-18



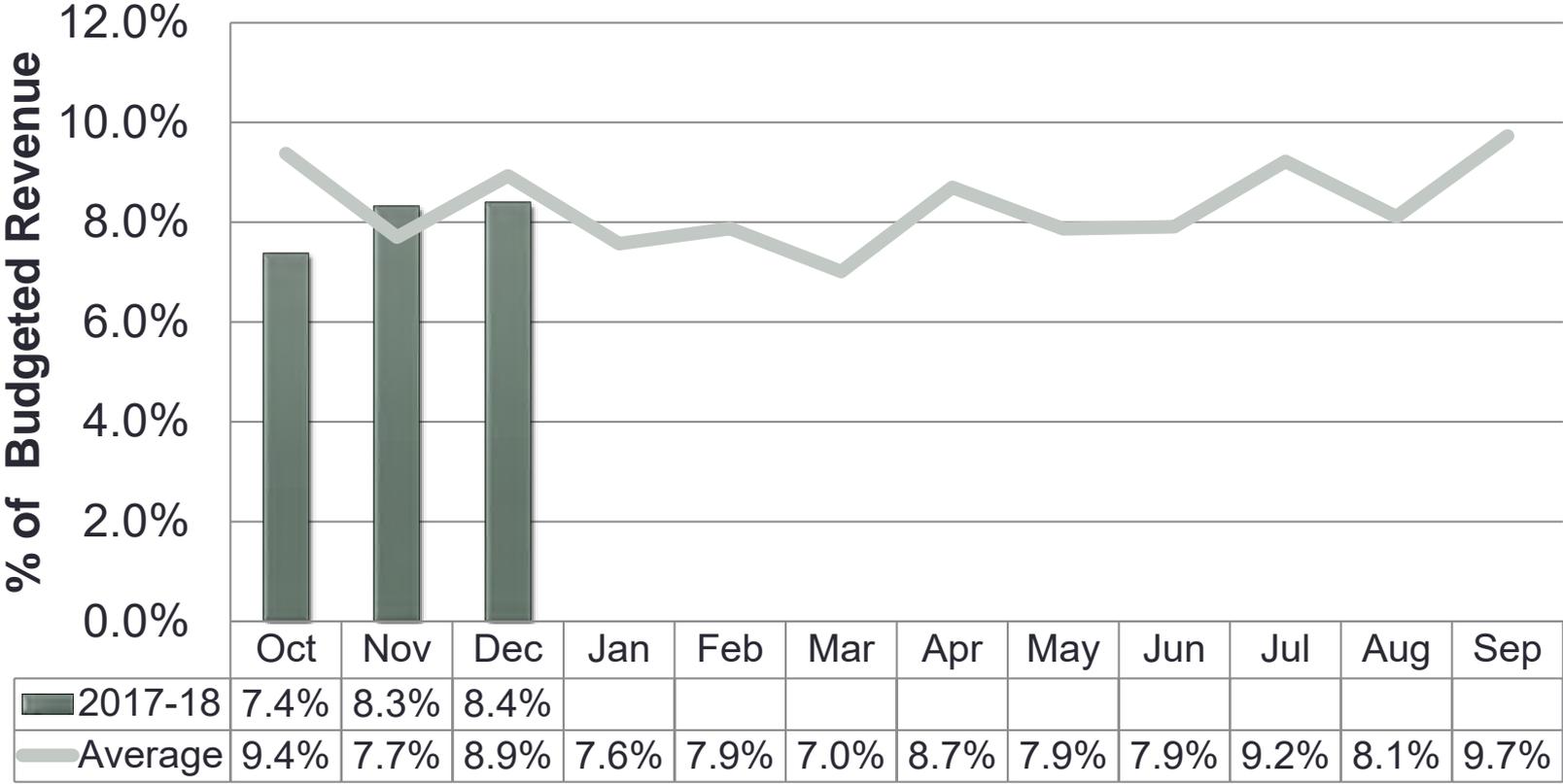
# UTILITY FUND

## Revenue & Expense Comparison (YTD)



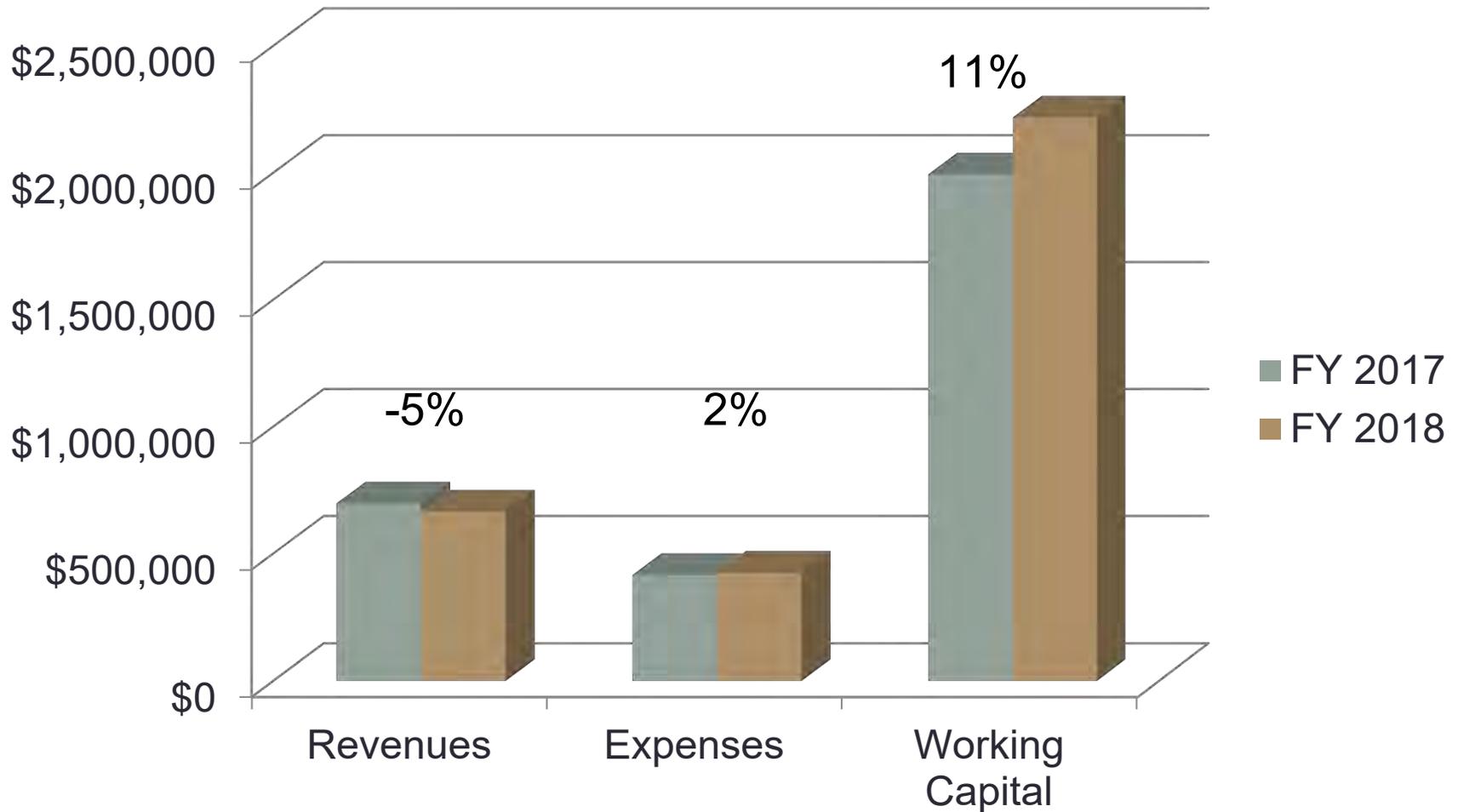
# % of FY18 Budgeted W&S Revenues Billed per Month

FY18 Billing (YTD) – 24%  
 5-Year Historical Average Billing – 26%

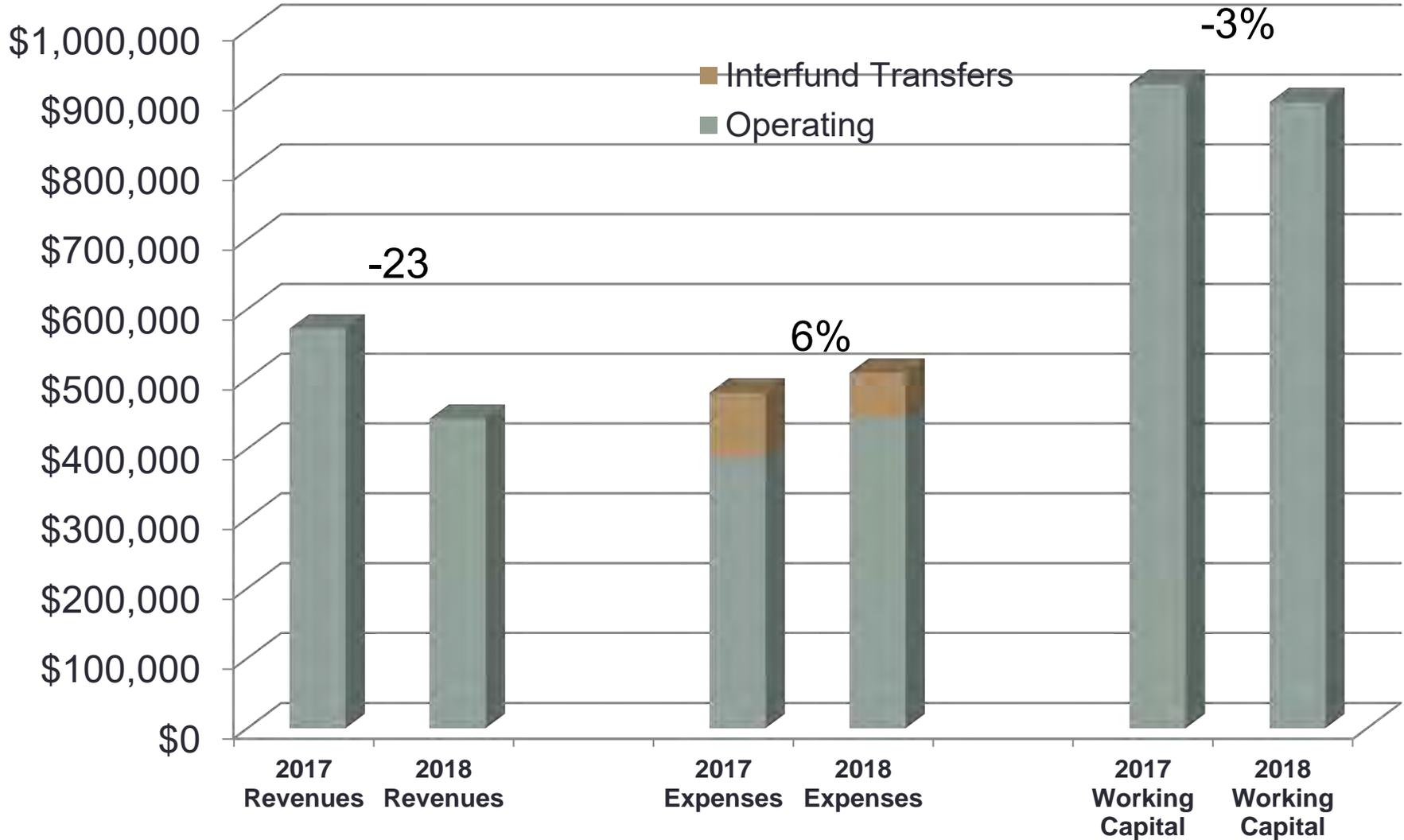


Line - 5 year history of the % of total annual billings per month.  
 Bar - % of the Fiscal Year 2017-18 budgeted revenues billed per month.

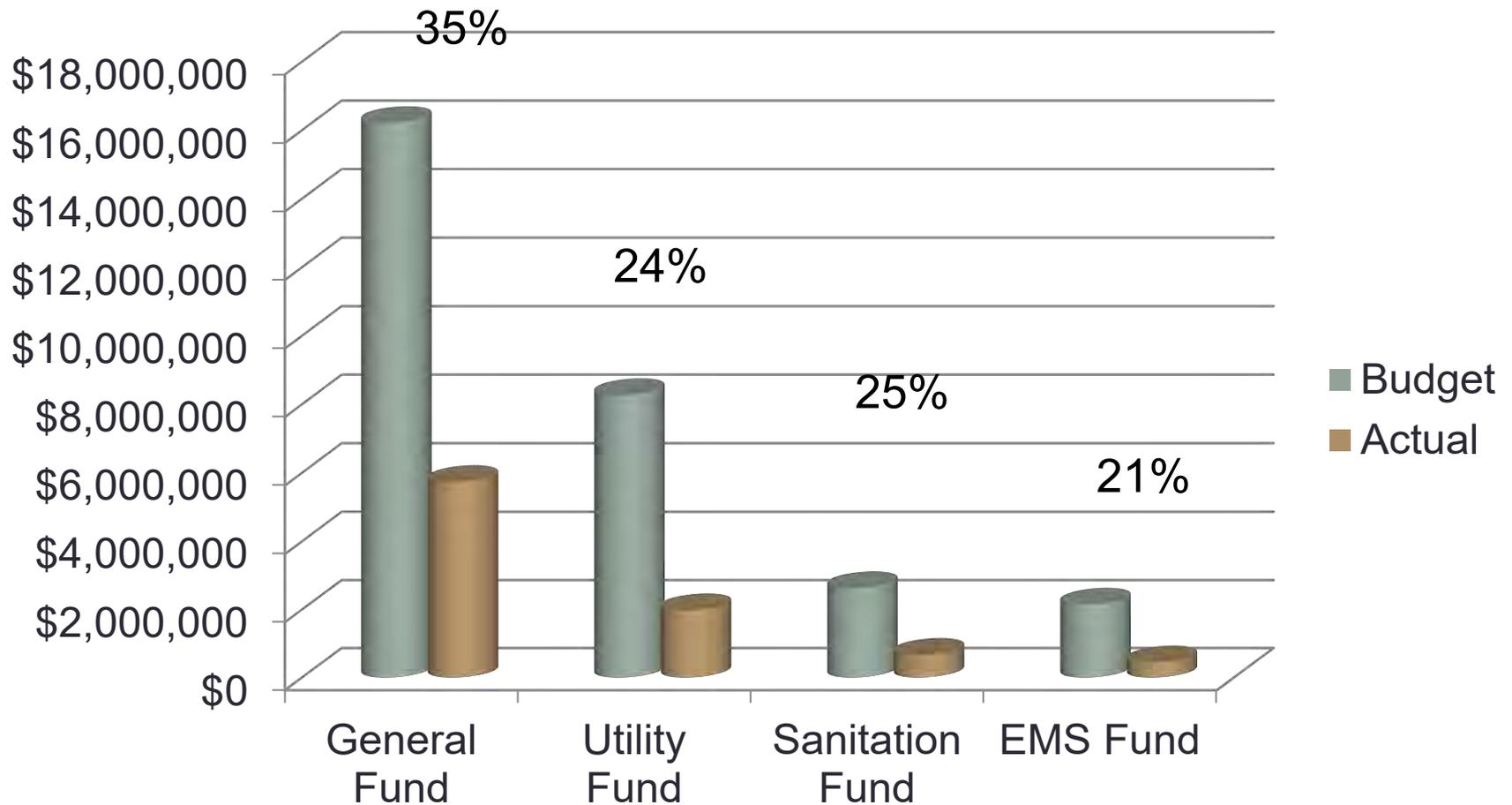
# Sanitation Fund Revenue & Expense Comparison (YTD)



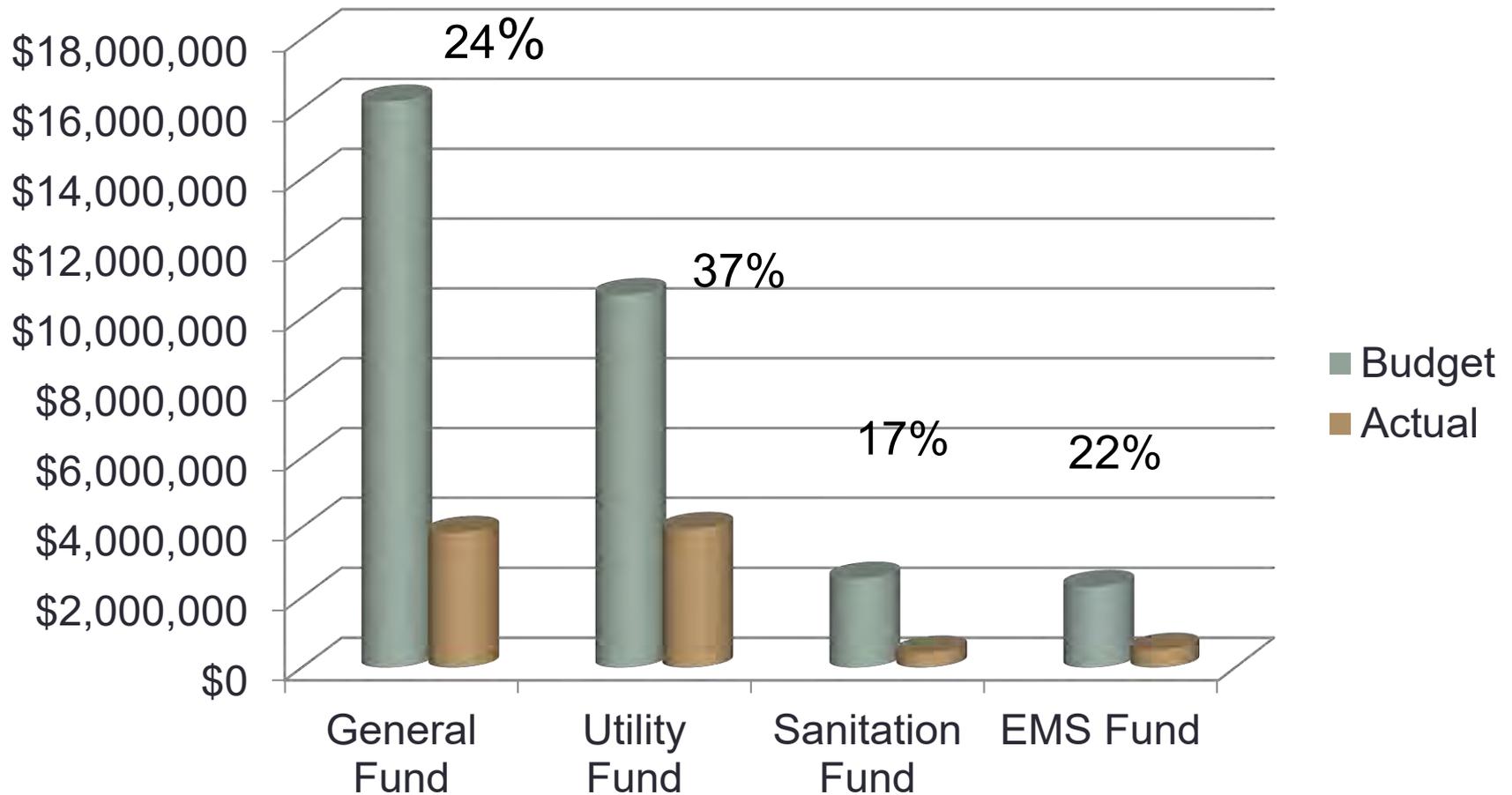
# EMS Fund Revenue & Expense Comparison (YTD)



# Operating Revenues Budget vs. Actual as of December 31, 2017 (25% of FY)



# Operating Expenditures Budget vs. Actual as of December 31, 2017 (25% of FY)



# Cash and Investments as of December 31, 2017

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 8,694,271
UTILITY FUND	6,763,100
SPECIAL REVENUE FUNDS *	1,988,662
TIRZ	608,784
CEMETERY FUND	554,582
SANITATION FUND	2,075,596
EMS FUND	968,936
CAPITAL PROJECTS (GOVERNMENTAL) **	5,445,520
CAPITAL PROJECTS (UTILITY) ***	8,579,708
INTERNAL SERVICE FUNDS ****	3,222,597
DEBT SERVICE	895,071
	<hr/>
<b>Total</b>	<b>\$ <u>39,796,827</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 FUNDS RECAP**

**For the period ending 12/31/2017**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

	<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>								
PROPERTY TAXES	3,090,378	3,403,895	10%	3,566,337	3,996,471	12%	9,278,121	5,281,650
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%	-	-	0%	436,198	436,198
SALES TAXES	180,810	205,455	14%	570,926	596,851	5%	2,384,209	1,787,358
OTHER TAXES	0	0	0%	-	-	0%	45,000	45,000
FRANCHISE TAXES	804	117	-85%	400,944	368,913	-8%	1,330,000	961,087
PERMITS AND LICENSES	32,825	48,967	49%	99,419	197,322	98%	453,250	255,928
FINES AND FORFEITURES	34,738	36,674	6%	123,298	151,615	23%	542,562	390,947
OTHER INCOME	11,719	13,386	14%	125,542	126,477	1%	573,528	447,051
INTRAGOVERNMENTAL	96,198	96,994	1%	288,595	290,983	1%	1,163,933	872,950
<b>TOTAL REVENUES</b>	<b>3,447,473</b>	<b>3,805,488</b>	<b>10%</b>	<b>5,175,062</b>	<b>5,728,633</b>	<b>11%</b>	<b>16,206,801</b>	<b>10,478,168</b>
<b><u>EXPENDITURES</u></b>								
CITY COUNCIL	3,070	2,675	-13%	20,790	11,394	-45%	53,441	42,047
CITY CLERK	26,888	25,482	-5%	53,190	65,210	23%	274,893	209,683
CITY ATTORNEY	49,087	34,141	-30%	93,247	101,224	9%	366,135	264,911
CITY MANAGER	30,913	21,803	-29%	62,144	67,526	9%	308,693	241,168
ECONOMIC DEVELOPMENTS	21,555	17,538	-19%	40,733	57,555	41%	218,231	160,676
FINANCE	54,687	35,116	-36%	111,453	103,120	-7%	510,365	407,245
COURT	20,145	14,954	-26%	43,824	41,736	-5%	210,601	168,864
HUMAN RESOURCES	15,475	10,869	-30%	30,528	37,306	22%	192,865	155,558
CITY HALL	8,585	6,539	-24%	14,436	17,378	20%	96,450	79,072
POLICE	738,310	488,818	-34%	1,576,657	1,611,605	2%	6,825,599	5,213,994
HUMANE	44,560	32,931	-26%	92,264	94,436	2%	440,364	345,928
FIRE	72,128	57,671	-20%	187,573	195,303	4%	963,569	768,266
EMERGENCY MGMT	6,026	4,336	-28%	12,218	13,000	6%	72,946	59,946
ENGINEERING	79,497	47,368	-40%	162,727	139,155	-14%	787,650	648,496
CODE ENFORCEMENT	8,568	2,944	-66%	17,134	8,832	-48%	76,598	67,766
PARKS AND RECREATION	179,202	122,497	-32%	338,551	367,275	8%	1,679,675	1,312,400
LIBRARY	8,023	4,411	-45%	37,764	43,903	16%	115,369	71,466
NON-DEPARTMENTAL	8,697	90,394	939%	429,423	568,513	32%	3,013,358	2,444,845
FY 2018 HURRICANE HARVEY (To date)	12,618	68,203	441%	37,853	301,754	697%	-	(301,754)
<b>TOTAL EXPENDITURES</b>	<b>1,388,033</b>	<b>1,088,688</b>	<b>-22%</b>	<b>3,362,512</b>	<b>3,846,225</b>	<b>14%</b>	<b>16,206,801</b>	<b>12,360,576</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				1,812,549	1,882,407			
BEGINNING FUND BALANCE				5,557,123	5,387,951			
ENDING FUND BALANCE				<b>7,369,672</b>	<b>7,270,358</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

**HOTEL TAX 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>								
OCCUPANCY TAXES	23,443	18,521	-21%	77,019	102,844	34%	320,000	217,156
OTHER OPERATING INCOME	2,748	2,190	-20%	5,164	7,430	44%	13,100	5,670
<b>TOTAL REVENUES</b>	<b>26,191</b>	<b>20,712</b>	<b>-21%</b>	<b>82,183</b>	<b>110,274</b>	<b>34%</b>	<b>333,100</b>	<b>222,826</b>
<b>EXPENDITURES</b>								
PERSONNEL	9,901	5,582	-44%	19,800	14,483	-27%	99,805	85,322
SUPPLIES	211	100	0%	652	442	0%	6,000	5,558
CONTRACT SERVICES	14,923	5,628	-62%	38,311	12,383	-68%	183,477	171,094
CAPITAL OUTLAY	-	-	0%	-	1,725	0%	205,000	
DEBT SERVICE	-	-	0%	5,411	5,272	0%	5,926	654
INTERFUND TRANSFERS	243	929	282%	730	2,787	282%	11,150	8,363
<b>TOTAL EXPENDITURES</b>	<b>25,279</b>	<b>12,239</b>	<b>107%</b>	<b>64,904</b>	<b>37,092</b>	<b>-43%</b>	<b>511,358</b>	<b>270,991</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					73,182			
BEGINNING FUND BALANCE					782,875			
ENDING FUND BALANCE					<b>856,057</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 12/31/2017**

**UTILITY FUND**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
<b>REVENUES</b>								
CHARGES FOR SERVICES	740,021	656,652	-11%	1,773,981	1,893,703	7%	7,949,698	6,055,995
OTHER OPERATING INCOME	22,947	41,443	81%	68,586	85,254	24%	314,275	229,021
<b>TOTAL REVENUES</b>	<b>762,968</b>	<b>698,095</b>	<b>-9%</b>	<b>1,842,567</b>	<b>1,978,957</b>	<b>7%</b>	<b>8,263,973</b>	<b>6,285,016</b>
<b>EXPENDITURES</b>								
WATER	111,709	113,938	2%	204,026	280,960	38%	1,079,800	798,840
SEWER	69,322	53,471	-23%	155,487	135,746	-13%	910,369	774,623
WASTEWATER TREATMENT	60,934	47,035	-23%	156,094	166,992	7%	808,023	641,031
ADMINISTRATION	41,557	22,914	-45%	81,087	69,723	-14%	311,151	241,428
BILLING AND COLLECTIONS	28,818	24,113	-16%	64,859	68,394	5%	329,773	261,379
PUBLIC SERVICES FACILITY	6,639	3,599	-46%	10,942	28,169	157%	92,600	64,431
CODE ENFORCEMENT PROGRAM	11,667	17,241	48%	30,074	53,634	78%	151,274	97,640
OTHER REQUIREMENTS	56,267	122,955	119%	257,767	507,538	97%	4,580,983	4,073,445
<b>TOTAL OPERATING EXPENDITURES</b>	<b>386,912</b>	<b>405,266</b>	<b>5%</b>	<b>960,336</b>	<b>1,311,156</b>	<b>37%</b>	<b>8,263,973</b>	<b>6,952,817</b>
DEBT SERVICE PRINCIPAL & INT.				1,917,586	1,914,836	0%	2,397,731	482,896
DEBT SERVICE RESERVE					180,617			
FY18 HURRICANE HARVEY (To Date)				43,867	10,281		-	(10,281)
<b>TOTAL EXPENDITURES</b>	<b>386,912</b>	<b>405,266</b>	<b>5%</b>	<b>2,921,789</b>	<b>3,416,890</b>	<b>17%</b>	<b>10,661,704</b>	<b>7,425,431</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				(1,035,355)	(1,437,932)		-	
BEGINNING NET OPERATING ASSETS				4,453,808	5,196,166			
ENDING NET OPERATING ASSETS				<b>3,418,453</b>	<b>3,758,234</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

**SANITATION FUND**

	<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>			
<b>REVENUES</b>								
CHARGES FOR SERVICES	304,449	210,538	-31%	694,825	658,681	-5%	2,615,313	1,956,632
OTHER OPERATING INCOME	1,116	2,666	139%	2,767	7,155	159%	12,000	4,845
<b>TOTAL REVENUES</b>	<b>305,565</b>	<b>213,205</b>	<b>-30%</b>	<b>697,592</b>	<b>665,836</b>	<b>-5%</b>	<b>2,627,313</b>	<b>1,961,477</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	186,105	189,758	2%	373,046	378,725	2%	2,302,650	1,923,925
INTERFUND TRANSFERS	11,681	12,262	5%	34,496	38,560	12%	225,395	186,835
DEBT SERVICE				7,962	7,757	-3%	8,719	962
<b>TOTAL EXPENDITURES</b>	<b>197,786</b>	<b>202,020</b>	<b>2%</b>	<b>415,504</b>	<b>425,042</b>	<b>2%</b>	<b>2,536,764</b>	<b>1,923,925</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				282,088	240,794			
<b>BEGINNING NET OPERATING ASSETS</b>				1,711,799	1,977,234			
<b>ENDING NET OPERATING ASSETS</b>				<b>1,993,887</b>	<b>2,218,028</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

	<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	168,127	65,821	-61%	569,918	438,044	-23%	2,132,300	1,694,256
OTHER NON OPERATING INCOME	520	1,297	149%	1,807	4,467	147%	12,000	7,533
<b>TOTAL REVENUES</b>	<b>168,647</b>	<b>67,118</b>	<b>-60%</b>	<b>571,725</b>	<b>442,511</b>	<b>-23%</b>	<b>2,144,300</b>	<b>1,701,789</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	149,299	103,561	-31%	294,552	324,460	10%	1,275,030	950,570
SUPPLIES	10,578	20,294	92%	39,845	46,523	17%	203,000	156,477
CONTRACT SERVICES	10,556	12,878	22%	52,873	71,943	36%	328,577	256,634
DEBT SERVICE	-	-	0%	-	-	0%	10,063	10,063
INTERFUND TRANSFERS	30,945	21,836	-29%	92,834	65,609	-29%	350,732	285,123
<b>OPERATING EXPENDITURES</b>	<b>201,377</b>	<b>158,569</b>	<b>-21%</b>	<b>480,104</b>	<b>508,535</b>	<b>6%</b>	<b>2,167,402</b>	<b>1,658,867</b>
CAPITAL OUTLAY (NON RECURRING)	-	-		-	-		135,000	135,000
<b>TOTAL EXPENDITURES</b>	<b>201,377</b>	<b>158,569</b>	<b>-21%</b>	<b>480,104</b>	<b>508,535</b>	<b>6%</b>	<b>2,302,402</b>	<b>1,793,867</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				91,621	(66,024)			
BEGINNING WORKING CAPITAL				830,810	962,376			
ENDING WORKING CAPITAL				<b>922,431</b>	<b>896,352</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

	<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>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	361,634	410,787	14%	1,141,510	1,193,344	5%	4,768,417	3,575,073
OTHER OPERATING INCOME	2,587	5,696	120%	7,172	15,752	120%	20,000	4,248
<b>TOTAL REVENUES</b>	<b>364,221</b>	<b>416,483</b>	<b>14%</b>	<b>1,148,682</b>	<b>1,209,097</b>	<b>5%</b>	<b>4,788,417</b>	<b>3,579,320</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	92,074	64,770	-30%	183,560	192,101	5%	989,376	797,275
PERSONNEL (CODE ENFORCEMENT)	8,251	4,299	-48%	16,517	12,873	-22%	75,091	62,218
SUPPLIES	12,400	7,450	-40%	25,463	38,665	52%	310,500	271,835
CONTRACT SERVICES	72,351	32,020	-56%	276,790	133,158	-52%	1,135,969	1,002,811
CAPITAL OUTLAY (CIP)	35,657	362,935	918%	200,241	644,272	222%	4,461,000	3,816,728
HURRICANE HARVEY (To Date)	-	-		26,002	-		-	-
INTERFUND TRANSFERS	73,281	74,732	2%	187,968	234,868	25%	802,195	567,327
<b>TOTAL EXPENDITURES</b>	<b>294,014</b>	<b>546,207</b>	<b>86%</b>	<b>916,541</b>	<b>1,255,937</b>	<b>37%</b>	<b>7,774,131</b>	<b>6,518,194</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(46,840)			
BEGINNING FUND BALANCE					6,350,071			
ENDING FUND BALANCE					<b>6,303,231</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2017**

**SHOP 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>								
INTRA GOVERNMENTAL TRANSFERS	61,269	63,383	3%	183,807	190,149	3%	760,598	570,449
OTHER OPERATING INCOME	47	115	146%	1,464	319	-78%	-	(319)
<b>TOTAL REVENUES</b>	<b>61,316</b>	<b>63,499</b>	<b>-3%</b>	<b>185,272</b>	<b>190,469</b>	<b>3%</b>	<b>760,598</b>	<b>570,129</b>
<b>EXPENDITURES</b>								
PERSONNEL	22,694	11,911	-48%	45,391	38,500	-15%	211,373	172,873
SUPPLIES	11,072	7,279	-34%	24,254	28,378	17%	166,200	137,822
CONTRACT SERVICES	9,294	13,693	47%	101,813	91,329	-10%	362,099	270,770
HURRICANE HARVEY (To date)				2,141	-			
INTERFUND TRANSFERS	2,416	1,744	-28%	7,248	5,232	-28%	20,926	13,678
<b>TOTAL EXPENDITURES</b>	<b>45,476</b>	<b>34,627</b>	<b>-24%</b>	<b>180,847</b>	<b>163,438</b>	<b>-10%</b>	<b>760,598</b>	<b>595,144</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					27,031			
BEGINNING OPERATING ASSETS					361,093			
ENDING OPERATING ASSETS					<b>388,124</b>			

# City of Alvin

Quarterly Investment Report  
as of  
December 31, 2017

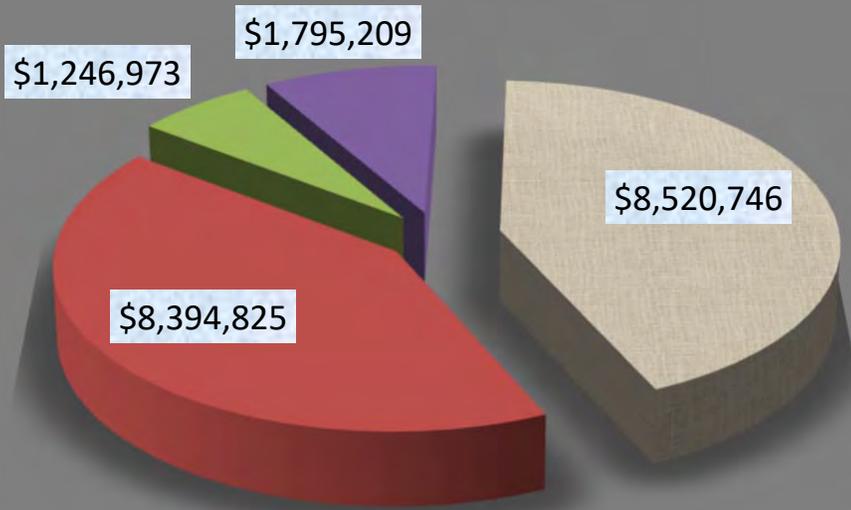
**City of Alvin**  
**Investment Report**  
**For the Period Ending December, 2017**

	Beginning Balance October 1, 2017	Ending Balance December 31, 2017
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 18,568,470	\$ 19,367,559
Texpool		
Book Value	8,497,451	8,520,746
Market Value	8,497,451	8,520,746
TexStar		
Book Value	\$ 9,378,716	\$ 8,394,825
Market Value	9,378,716	8,394,825
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,247,993	\$ 1,246,973
Market Value	1,247,993	1,246,973
Par Value	998,000	998,000
<b>Money Market</b>		
Book Value	\$ 1,790,620	\$ 1,795,209
Market Value	1,790,620	1,795,209
<b>Total Portfolio</b>		
Book Value	\$ 39,483,250	\$ 39,325,312
Market Value	39,483,250	39,325,312
Par Value	39,233,257	39,076,339
Weighted Average Maturity (in Days)**		21
Weighted Average Yield-to-Maturity **		1.19%
Current YTD Interest Earnings		
Accrued Interest		\$ 31,333
<b>Comparative Yields</b>		
3 month Treasury Bill		1.12%
6 month Treasury Bill		1.25%
2 Year Treasury Note		1.60%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

# City of Alvin Investment Allocation December 31, 2017



■ TexPool      ■ TexStar      ■ CD's      ■ Money Market

City of Alvin  
 Summary Investment Report  
 For the Period Ending December 31, 2017

Current Date: 12/31/2017

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		0.0118				101,517.57	100.000	101,517.57	101,517.57	100.000	101,517.57	1	0.0118
General Fund	TexPool	LGIP		0.0116				4,394,737.33	100.000	4,394,737.33	4,394,737.33	100.000	4,394,737.33	1	0.0116
General Fund	DWS-GCIS	MMKT		0.0120				1,795,208.80	100.000	1,795,208.80	1,795,208.80	100.000	1,795,208.80	1	0.0120
Utility Fund	TexSTAR	LGIP		0.0118				10,239.33	100.000	10,239.33	10,239.33	100.000	10,239.33	1	0.0118
Utility Fund	TexPool	LGIP		0.0116				545,828.23	100.000	545,828.23	545,828.23	100.000	545,828.23	1	0.0116
Utility Fund	TexPool	LGIP		0.0116				845,873.00	100.000	845,873.00	845,873.00	100.000	845,873.00	1	0.0116
Utility Fund	CD	CD	58733AEG0	1.5000	08/21/2017	09/21/2018		248,000.00	100.000	248,000.00	247,843.26	100.052	247,843.26	264	0.0150
Utility Fund	CD	CD	14042RFT3	1.6500	05/24/2017	05/24/2019		250,000.00	100.000	250,000.00	249,319.00	100.193	249,319.00	509	0.0165
Impact Fees	TexSTAR	LGIP		0.0118				101,772.17	100.000	101,772.17	101,772.17	100.000	101,772.17	1	0.0118
Impact Fees	TexPool	LGIP		0.0116				164,689.59	100.000	164,689.59	164,689.59	100.000	164,689.59	1	0.0116
2005 Bonds	TexPool	LGIP		0.0116				-	100.000	-	-	100.000	-	1	0.0116
2006 Bonds Utility	TexPool	LGIP		0.0116				86,885.45	100.000	86,885.45	86,885.45	100.000	86,885.45	1	0.0116
2008 Bonds Utility	TexPool	LGIP		0.0116				2,526.84	100.000	2,526.84	2,526.84	100.000	2,526.84	1	0.0116
Sanitation Fund	TexPool	LGIP		0.0116				68,419.68	100.000	68,419.68	68,419.68	100.000	68,419.68	1	0.0116
Sanitation Fund	TexSTAR	LGIP		0.0118				234,605.19	100.000	234,605.19	234,605.19	100.000	234,605.19	1	0.0118
Sales Tax Fund	TexSTAR	LGIP		0.0118				24,301.69	100.000	24,301.69	24,301.69	100.000	24,301.69	1	0.0118
Sales Tax Fund	TexPool	LGIP		0.0116				1,648,893.09	100.000	1,648,893.09	1,648,893.09	100.000	1,648,893.09	1	0.0116
Sales Tax Fund	CD	CD	61760ABX6	1.3500	07/05/2017	04/13/2018		250,000.00	100.000	250,000.00	249,949.75	100.014	249,949.75	103	0.0135
Sales Tax Fund	CD	CD	61747ME23	1.0000	12/21/2017	06/21/2019		250,000.00	100.000	250,000.00	250,115.75	100.099	250,115.75	537	0.0100
Sales Tax Fund	CD	CD	27002YDD5	1.3000	06/21/2017	06/21/2018		250,000.00	100.000	250,000.00	249,745.00	100.122	249,745.00	172	0.0130
2006 Bonds Gov't	TexPool	LGIP		0.0116				-	100.000	-	-	100.000	-	1	0.0116
2006 Bonds Gov't	TexSTAR	LGIP		0.0118				18,098.19	100.000	18,098.19	18,098.19	100.000	18,098.19	1	0.0118
Debt Service	TexPool	LGIP		0.0116				20,554.38	100.000	20,554.38	20,554.38	100.000	20,554.38	1	0.0116
Cemetery Fund	TexPool	LGIP		0.0116				149,183.55	100.000	149,183.55	149,183.55	100.000	149,183.55	1	0.0116
Cemetery Fund	TexSTAR	LGIP		0.0116				286,450.25	100.000	286,450.25	286,450.25	100.000	286,450.25	1	0.0116
Cemetery Fund	TexPool	LGIP		0.0116				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0116
2013 TAN	TexSTAR	LGIP		0.0118				-	100.000	-	-	100.000	-	1	0.0118
Hotel Motel Fund	TexPool	LGIP		0.0116				74,884.33	100.000	74,884.33	74,884.33	100.000	74,884.33	1	0.0116
Special Investigation	TexSTAR	LGIP		0.0118				61,890.54	100.000	61,890.54	61,890.54	100.000	61,890.54	1	0.0118
Building Security	TexSTAR	LGIP		0.0118				66,456.56	100.000	66,456.56	66,456.56	100.000	66,456.56	1	0.0118
Court Technology	TexSTAR	LGIP		0.0118				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0118
Donation Fund	TexSTAR	LGIP		0.0118				27,499.25	100.000	27,499.25	27,499.25	100.000	27,499.25	1	0.0118
2015 W&S CO	TexSTAR	LGIP		0.0118				7,016,613.67	100.000	7,016,613.67	7,016,613.67	100.000	7,016,613.67	1	0.0118
EMS	TexPool	LGIP		0.0116				92,410.45	100.000	92,410.45	92,410.45	100.000	92,410.45	1	0.0116
EMS	TexSTAR	LGIP		0.0118				19,342.00	100.000	19,342.00	19,342.00	100.000	19,342.00	1	0.0118
Shop	TexSTAR	LGIP		0.0118				115,530.54	100.000	115,530.54	115,530.54	100.000	115,530.54	1	0.0118
Veh.Replacement	TexPool	LGIP		0.0116				375,860.17	100.000	375,860.17	375,860.17	100.000	375,860.17	1	0.0116
Veh.Replacement	TexSTAR	LGIP		0.0118				299,054.13	100.000	299,054.13	299,054.13	100.000	299,054.13	1	0.0118
Seniors Fund	TexSTAR	LGIP		0.0118				11,453.40	100.000	11,453.40	11,453.40	100.000	11,453.40	1	0.0118
								<b>19,958,779.87</b>	<b>19,958,779.87</b>	<b>19,957,752.63</b>	<b>19,957,752.63</b>	<b>21</b>	<b>0.0118</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*

**Junru Roland**  
 Chief Financial Officer

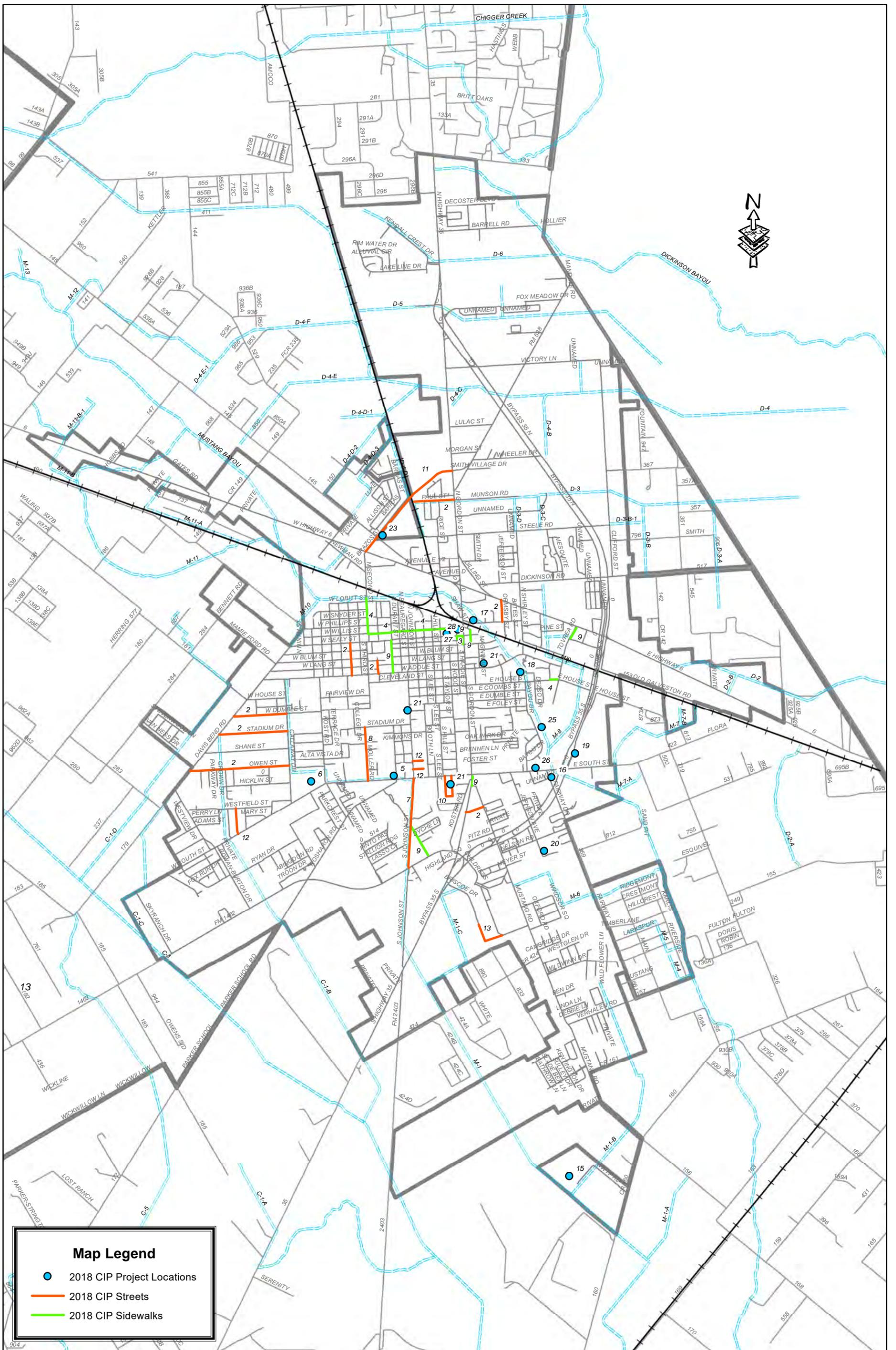
**Capital Improvement Program  
Quarterly Report  
January 2018**





FY 2018 Capital Improvement Program Project Schedule - January 2018

PROJECTS:	10/15/17	10/31/17	11/15/17	11/30/17	12/15/17	12/31/17	1/15/18	1/31/18	2/15/18	2/28/18	3/15/18	3/31/18	4/15/18	4/30/18	5/15/18	5/31/18	6/15/18	6/30/18	7/15/18	7/31/18	8/15/18	8/31/18	9/15/18	9/30/18	
1. Thoroughfare Plan Update Phase II	Design (Phase II)																								
2. 2017 Asphalt Pavement Project (Contractor)	Construction (90 days)			Project Complete																					
3. 2017 Downtown Sidewalk Project	Bid						Construction (90 days)																		
4. 2017 Sidewalk Project	Bid						Construction (90 days)																		
5. Durant Detention Pond	Excavation by C & R #3															Bid		Construction							
6. Kost Pond Beautification	Quote				Construction																				
7. Johnson Street Paving and Sidewalk Project (Design)							Design																		
8. Moller Road Storm Sewer and Pavement Improvements Phase I (Design)							Design																		
9. 2018 Sidewalk Project					Design												Bid		Construction						
10. South Park Drive Pavement and Drainage Project							Design											Bid		Construction					
11. FM 528 Extension (Design)							Design																		
12. 2018 Concrete Pavement and Drainage Project	Design							Bid		Construction															
13. Briscoe Park Egress Road	Design										Bid		Construction												
14. Automated Water Meters	Construction																								
15. Wastewater Treatment Plant Optimization Improvements Phase II	Bid		Construction (480 days)																						
16. Fairway and South Water Line Improvements (Design)							Design																		
17. Lift Station 14 Rehabilitation	Design																	Bid		Construction					
18. Lift Station 17 Rehabilitation	Design																	Bid		Construction					
19. Lift Station 30 Expansion & Hwy. 35 Gravity Mains (Design)							Design																		
20. 54" Eastside Interceptor (Design)							Design																		
21. Water Line Improvements Phase I (Design)							Design																		
22. Northwest/Northeast Basin Sewer Survey							Design																		
23. Water Plant #6 Tank Replacement	Design																	Bid		Construction					
24. Wayfinding Signs Project	Design																								
25. Blue Trails Assessment					Design																				
26. Fire/EMS Station Assessment and Design											Design														
27. Willis Street Downtown Parking Lot																		Design		Bid		Construction			
28. Museum Expansion																				Construction					



**Map Legend**

- 2018 CIP Project Locations
- 2018 CIP Streets
- 2018 CIP Sidewalks



# FY 2018 CIP Project Location Map

Rev. Date 1/4/2018  
Engineering Dept.



## Thoroughfare Plan Update Phase II

Project Number:	1
Project Type:	Streets
Strategic Plan:	Planning for Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Corporate City limits and portions of the Extraterritorial Jurisdiction.
Project Description:	This project will study all of the streets and roadways throughout the City of Alvin, and provide an update to the existing thoroughfare plan. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation. Phase II includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program, and the development of funding options including TIP submittals to HGAC.
Project Justification:	To provide a planning tool that will allow for the future expansion of the City's roadway system as properties are developed and redeveloped.
Current Status:	RPS Klotz Associates presented the Implementation Plan that includes short, medium, and long term projects along with preliminary cost estimates to Council on August 3, 2017. RPS is awaiting H-GAC's "Call for Projects" that is anticipated in late Spring 2018, to seek funding for projects on the Implementation Plan.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years (life of the plan before updates are required)

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN (Phase I)</u>		\$75,000	\$75,000	2015	
<u>DESIGN (Phase II)</u>		\$100,000	\$100,000	2016	
<u>OTHER</u>					
<u>TOTAL:</u>	\$200,000	\$175,000	\$175,000		



## 2017 Asphalt Pavement Project (Contractor)

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations: <u>Cedar Lane</u> (S. Gordon St. to Mustang Rd.), <u>Dumble St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Jack St.</u> (Adoue St. to Robinson Dr.), <u>Ormsby St.</u> (Old Galveston Rd. to Hwy. 6), <u>Owen St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Paul St.</u> (N. Gordon St. to the Railroad track), <u>S. Fourth St.</u> (Sealy St. to Adoue St.), and <u>Stadium Dr.</u> (Callaway to Davis Bend Rd.).
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	GMJ Paving Company, LLC. completed the project on November 27, 2017.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000	\$532,808	\$800,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000	\$532,808	\$800,000		



## 2017 Downtown Sidewalk Project

Project Number:	3
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 3 on the CIP project location map. <u>Gordon St.</u> (west side, in front of Kibbe Realty), <u>Sealy St.</u> (south side, between Gordon and Hardie), and <u>Hardie St.</u> (east side, mid block to Sealy).
Project Description:	This project is a continuation of a multiphase project to provide adequate pedestrian access throughout historic downtown Alvin. Brick paver sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements and shall match the existing brick paver sidewalks in the area.
Project Justification:	To provide adequate pedestrian access, and add decorative sidewalks to the downtown area.
Current Status:	The bid opening for this project was held on September 12, 2017. The City Council awarded the bid to McCrory CTI Services on October 19, 2017. A Notice to Proceed was issued December 5, 2017 with a construction start date of January 3, 2018 for this 90 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$150,000	\$98,049	\$150,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$150,000	\$98,049	\$150,000		



## 2017 Sidewalk Project

Project Number:	4
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 4 on the CIP project location map. <u>Willis St.</u> (south side, between Second St. and Hood St.), <u>Second St.</u> (west side, between Sealy St. and the Mustang Bayou Bridge), and <u>E. House St.</u> (north side, between Legion Road and Tovrea Road).
Project Description:	This project is intended to provide adequate pedestrian access throughout downtown Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks to the downtown area as proposed in the Comprehensive Plan.
Current Status:	The bid opening for this project was held on September 12, 2017. The City Council awarded the bid to McCrory CTI Services on October 19, 2017. A Notice to Proceed was issued December 5, 2017 with a construction start date of January 3, 2018 for this 90 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$175,000	\$192,253	\$175,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$175,000	\$192,253	\$175,000		



## Durant Detention Pond

Project Number:	5
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Five acre City owned property at the northwest corner of the W. South Street and Durant Street intersection. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the design and construction of a storm water detention pond on City owned property along Durant Street (5 acres). This is the second of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by providing detention storage for future storm sewer improvement projects along Durant Street, Moller Road, and Stadium Drive.
Current Status:	C & R #3 started rough excavation of the pond on July 24, 2017 in accordance with the Memorandum of Understanding that was approved by the City Council on February 2, 2017. Excavation activities temporarily ceased from August 25, 2017-November 27, 2017 due to Hurricane Harvey. This phase is anticipated to take six months to one year to complete and will be followed by the bidding of the final grading and concrete work that will be required to complete the pond (complete plans for this work were received on December 21, 2017 from Dannenbaum).
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$107,000	\$122,593	\$122,593	2016	
<u>CONSTRUCTION</u>	\$677,000		\$315,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$784,000		\$437,593		



## Kost Detention Pond Beautification

Project Number:	6
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund/Sales Tax Fund
Assigned:	City Engineer
Project Location:	Fifteen acre City owned property at the northwest corner of the Kost Road and W. South Street intersection. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the installation of wrought iron fencing (along South and Kost), concrete sidewalk (along South), and trees (along South and in the bottom of the pond) at the Kost Detention Pond in an effort to beautify the site.
Project Justification:	To improve the look of the property and provide a sidewalk along South Street at this location.
Current Status:	City Council discussed this project at a workshop on November 2, 2017 and instructed Staff to proceed with the installation of the fencing and sidewalk. Solid Rock is currently constructing the sidewalk along South Street with installation of the wrought iron fence to follow (both to be complete by February 2, 2018). The Parks Department plans to plant trees along South Street in March 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$106,000		\$106,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$106,000		\$106,000		



## Johnson Street Paving and Sidewalk Project (Design)

Project Number:	7
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Johnson Street from South Street to FM 1462. Project location identified as number <b>7</b> on the CIP project location map.
Project Description:	This project involves the improvement of paving along Johnson Street from South Street to FM 1462. The project includes the construction of a concrete sidewalk from South Street to Pearson Rd. A geotechnical study shall be performed to investigate the slope stability of the M-1 drainage ditch along the west side of the roadway and to make paving design recommendations.
Project Justification:	This project will make improvements and upgrades to Johnson Street.
Current Status:	Tolunay-Wong submitted a final geotechnical report for the project April 19, 2017. The project design is proposed to occur in FY 2018 and construction in FY 2019. A Request For Qualifications for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,000		\$200,000	2018	
<u>CONSTRUCTION</u>	TBD				
<u>GEO. STUDY</u>	\$30,000	\$28,700	\$30,000	2016	
<u>TOTAL:</u>	\$230,000		\$230,000		



## Moller Road Storm Sewer and Pavement Improvements Phase I (Design)

Project Number:	8
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number <b>8</b> on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalks along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Staff is currently reviewing a proposal for the design from Dannenbaum Engineering that was received January 4, 2018.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000		\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659				
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659		\$250,000		



## 2018 Sidewalk Project

Project Number:	9
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund and CDBG
Assigned:	City Engineer
Project Location:	Project locations identified as number 9 on the CIP project location map. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Tovrea Rd.</u> (east side between Delta Dr. and Highway 6), <u>Willis St.</u> (north side between Gordon St. and Hardie St.), <u>Gordon St.</u> (east side between South St. and Mustang Rd.), and <u>Depot Centre Blvd.</u> (east side between Sidnor St. and the Depot).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	Currently being designed by Staff.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



## South Park Drive Pavement and Drainage Project

Project Number:	10
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Park Drive (off of South St. near Hood St.). Project location identified as number <b>10</b> on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, inlets, and manholes.
Project Justification:	This project will replace the broken and uneven pavement and includes the installation of an underground storm sewer system to allow for proper drainage.
Current Status:	Currently being designed by Staff.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000		\$800,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000		\$800,000		



## FM 528 Extension (Design)

Project Number:	11
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number <b>11</b> on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	A Request For Qualifications for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000		\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$10,513,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,513,000		\$1,000,000		



## 2018 Concrete Pavement and Drainage Project

Project Number:	12
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Heisse St. (S. Johnson St. to the east end), Richards St. (S. Johnson St. to the east end), and Kings Ln. (Westfield St. to W. South St.). Project locations identified as number <b>12</b> on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Survey complete, currently being designed by Staff.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$797,000		\$797,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$797,000		\$797,000		



## Briscoe Park Egress Road

Project Number:	13
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer / Public Services Director
Project Location:	Briscoe Park Drive to ACC. Project location identified as number <b>13</b> on the CIP project location map.
Project Description:	This project includes the installation of concrete pavement from the current termination point of Briscoe Park Drive to the private road on the ACC campus.
Project Justification:	To create an emergency access/egress road to serve Briscoe Park.
Current Status:	Seeking approval from ACC to construct the road across their property.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



## Automated Water Meters

Project Number:	14
Project Type:	Water
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	Director of Public Services
Project Location:	All City water customers.
Project Description:	This project will replace all of the existing water meters in the City of Alvin with new automated meters that will improve accuracy and efficiency of readings.
Project Justification:	The new meters will greatly improve accuracy and efficiency of readings.
Current Status:	Under Construction, still working on the replacement of the last 50 commercial meters. All residential meters have been replaced.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$2,600,000	\$2,690,588	\$2,690,588	2015	
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,600,000	\$2,690,588	\$2,690,588		



## Wastewater Treatment Plant Optimization Improvements Phase II

Project Number:	15
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number <b>15</b> on the CIP project location map.
Project Description:	Phase II of this project includes installation of a non-potable water system, belt press, rehabilitation of the aeration system, and rehabilitation of the digester tank as well as upgrades to the laboratory.
Project Justification:	Upgrade the WWTP to meet state and federal regulations.
Current Status:	Bids for this project were opened on October 24, 2017. On November 16, 2017 the City Council awarded a bid to JTR Constructors, Inc. for the construction of the project. The project is scheduled to start in January 2018 and is a 480 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$766,500		2016	
<u>CONSTRUCTION</u>		\$4,730,985			
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,540,000	\$5,497,485	\$7,540,000		



### Fairway and South Street Water Line Improvements (Design)

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Fairway Drive and South Street Water Line Improvements
Project Description:	New 12-inch water lines along South Street and Fairway Drive to parallel existing 8-inch water lines. New 10-inch water line along Fm 1462 and new 6-inch water line along Koster Road to replace existing 2.25-inch water lines.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$670,400			2018	
<u>CONSTRUCTION</u>		\$3,352,000		2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$670,400	\$3,352,000			



## Lift Station 14 Rehabilitation

Project Number:	17
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Identified as project number <b>17</b> on the project location map.
Project Description:	This project includes the rehabilitation of Lift Station 14. The condition assessment results showed this lift station to be in very poor condition.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$130,000			2018	
<u>CONSTRUCTION</u>	\$650,000			2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$780,000				



## Lift Station 17 Rehabilitation

<b>Project Number:</b>	18
<b>Project Type:</b>	Sewer
<b>Strategic Plan:</b>	2015 Utility Master Plan - Wastewater CIP Projects - 2020
<b>Funding:</b>	2018 Certificate of Obligation Bond Funds
<b>Assigned:</b>	Public Services Director
<b>Project Location:</b>	Identified as project number <b>18</b> on the project location map.
<b>Project Description:</b>	This project includes the rehabilitation of Lift Station 17. The condition assessment results showed this lift station to be in very poor condition.
<b>Project Justification:</b>	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
<b>Current Status:</b>	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
<b>Impact to Operating Budget:</b>	No
<b>Estimated Useful Life of Capital Investment:</b>	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$130,000			2018	
<u>CONSTRUCTION</u>	\$650,000			2018	
<u>OTHER</u>					
<b><u>TOTAL:</u></b>	<b>\$780,000</b>				



## Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains (Design)

Project Number:	19
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number <b>19</b> on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 9.0 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>
<u>DESIGN</u>	\$1,495,900			2018
<u>CONSTRUCTION</u>	\$3,739,650			2019
<u>OTHER</u>				
<u>TOTAL:</u>	\$5,235,550			



## 54" Eastside Interceptor

Project Number:	20
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number <b>20</b> on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300			2018	
<u>CONSTRUCTION</u>	\$5,413,200			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,578,500				



### Water Line Improvements Phase I (Design)

Project Number:	21
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Identified in Utility Master Plan
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Sreet.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,299,060			2018	
<u>CONSTRUCTION</u>	\$3,680,670			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,979,730				



## Northwest and Northeast Sanitary Sewer Basin Evaluation Survey

Project Number:	22
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Evaluation Survey
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### **PROJECT COST**

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$95,300			2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$95,300				



## Water Plant #6 Tank Replacement

Project Number:	23
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	Public Services Director
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number <b>23</b> on the CIP Project Location Map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request For Qualifications (RFQ) for Engineering Services will be sent out in January 2018 so that a design firm can be chosen.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500			2018	
<u>CONSTRUCTION</u>	\$2,632,500			2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000				



## Wayfinding Signs Project

Project Number:	24
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	<u>Ongoing:</u> The design phase is currently underway. The wayfinding signage stakeholders group have met 4 times as of 12/7/2017 to discuss the project and to determine the entities within Alvin to be identified on the wayfinding signage, as well as, the ideal locations for primary signage along Alvin's major thoroughfares. <u>Ongoing:</u> Steve Startzell, a representative of National Signs Plaza (NSP) attended the 2nd stakeholders' meeting on 10/24/2017 to listen to ideas from the group regarding desired signage design (color, branding, locations, and imagery). NSP will develop design documents for the stakeholders to review and approve.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$20,500		\$30,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



## Blue Trails Assessment

Project Number:	25
Project Type:	Waterway Trail
Strategic Plan:	Planning for waterways as a key addition to the Alvin Trails Network
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Mustang Bayou within the Corporate City Limits. Identified as project number <b>25</b> on the CIP Project Location Map.
Project Description:	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou Waterways as a key addition to the larger Alvin Trails Network.
Project Justification:	Capitalize on local resources as a means of tourism, education, research, and recreation.
Current Status:	Kimley-Horn Associates, Inc. has been hired to conduct a feasibility study. The study kickoff meeting is scheduled for January 16, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$15,000		\$15,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



## Fire/EMS Station Assessment and Design

Project Number:	26
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Fund
Assigned:	Rex W. Kleesel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number <b>26</b> on the CIP Project Location Map.
Project Description:	Assess and Design a new combination Fire/EMS Station to replace Fire Station 1 and the EMS Station.
Project Justification:	The City proposes to retain a qualified, capable firm to act as the Architect for the project. The selected Architect will be required to perform the Architectural and Engineering design services.
Current Status:	Creating RFQ for Architectural services.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	50+ Years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$600,000		\$610,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



## Willis Street Downtown Parking Lot

Project Number:	27
Project Type:	Public Parking
Strategic Plan:	Maintain Infrastructure
Funding:	General Projects Fund
Assigned:	City Engineer
Project Location:	Project location identified as number <b>27</b> on the CIP project location map.
Project Description:	This project includes the installation of a concrete public parking lot on the City owned property at the southeast corner of the Willis and Hardie intersection.
Project Justification:	To create additional public parking in the downtown area.
Current Status:	To be designed.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-40 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$120,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$120,000		



## Museum Expansion

Project Number:	28
Project Type:	Facilities
Strategic Plan:	
Funding:	HOT Tax
Assigned:	Parks Director / CVB Director
Project Location:	Project location identified as number <b>28</b> on the CIP project location map.
Project Description:	Interior build-out of the loading dock area of the Alvin Museum to accommodate additional exhibit space for a future Nolan Ryan permanent exhibit.
Project Justification:	Provide additional exhibit space, as requested by the Alvin Museum Society, whom acquired items from the recently closed Nolan Ryan Museum located inside the Nolan Ryan Center at Alvin Community College. This exhibit will continue to honor Nolan Ryan as a local sports icon and continue to provide an opportunity for tourism to the City of Alvin.
Current Status:	Plans to be acquired from the Alvin Museum Society.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-40 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$130,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$130,000		



# AGENDA COMMENTARY

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**Meeting Date:** 1/18/2018

**Department:** Economic Development

**Contact:** Larry Buehler, Director of Economic Dev.

**Agenda Item:** Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects (CIP) and the Fiscal Year 2018 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan.

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

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**Summary:** The City Council approved Ordinance 14-CC, adopting the City of Alvin 2035 Comprehensive Plan on October 2, 2014. Since then, sixteen action plan items were consolidated into strategic projects and initiated by staff under the leadership of the city manager.

Strategic projects that have been completed are:

- Major Thoroughfare Plan Phase 1
- Utility Master Plan
- Dangerous Building Ordinance
- Neighborhood Outreach
- Parks Standards Manual
- Tree Ordinance

Strategic projects that continue to be worked are:

- Parks Annual Operations and Maintenance Plan - Include physical assessment, maintenance schedule, and a funding and resource assessment.
- Walkability - Improve neighborhoods with a sequencing plan of sidewalk improvements.
- Major Thoroughfare Plan Phase 2 - The preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC).
- Downtown Improvements - Implementation of several elements of the Task Force recommendations.

For fiscal year 2018, staff added six additional strategic projects:

- Develop a “Blue Trails” concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research, and recreation.
- 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.”

- Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods. (Regional Detention)
- Address trees in all new residential developments in relationship to street and utility placement to avoid problems.
- 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.
- Allow for varying lot sizes within residential developments without requiring the more rigorous submittal procedures and requirements of a planned unit development.

These strategic projects are reported quarterly by the city manager to the Planning Commission and City Council.

On January 16<sup>th</sup>, the City Manager presented to the Planning Commission. They voted to recommend to council the Fiscal Year 2018 Alvin 2035 Comprehensive Plan Implementation Action Plan Strategic Projects.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

- Strategic Project Overview
- 

**Recommendation:** Move to acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects (CIP) and the Fiscal Year 2018 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

# FY17 COMPREHENSIVE PLAN PROJECT WORKSHEET OVERVIEW

December 19, 2017

PARKS ANNUAL OPERATION AND MAINTENANCE PLAN				
Project Scope	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 personal tracking and funding and resource assessment.			
Background/Community Value	Items 9 and 14 from the 2035 Comp Plan help create standardized criteria of maintenance and improvements of parks to enhance neighborhood viability. To illustrate, "item 9" encourages staff to focus on park and recreation improvements as a means for elevating neighborhood viability. Also, "item 14" directs staff to 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 aesthetic appeal. By developing a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements, the Alvin park system will maintain a consistent level of quality, maintenance, and desirable aesthetic appeal. This will help sustain and improve the quality, condition and attractive appearance of public areas and facilities within our community.			
Team Leader and Members	Dan Kelinske, Parks & Rec. Dir., Team Leader; Carlos Tavira, Park Operations Manager; Michelle Nesrsta, Recreation Manager; Dwight Rhodes, Chairperson Parks and Recreation board.			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Host team meeting in December, once Park Standards Manual is completed to begin information gathering, establish processes and overall plan outline.	Awaiting initial draft of standards manual. Will host initial meeting by January 25 <sup>th</sup> utilizing draft Park Standards Manual as a guide.	Now that final draft of Parks Standard Manual is complete, will now host initial meeting June 2017	Parks Standard Manual adopted by Council on 6-15-17. Host initial meeting utilizing Park Standards Manual as a guide by August 2017
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Conference call scheduled for 11-29 to explore outsourcing draft plan.	Received proposal from KKC. Currently identifying funding source. If approved, this would be a 4 month process.		

WALKABILITY

Project Scope	<p>Improve the walkability of neighborhoods with the installation of sidewalks concurrent with all new development and rehabilitation or construction of construction of new sidewalks in the older neighborhoods, particularly adjacent to schools and parks. Sidewalks at the following locations are currently being designed: Willis St. (north side between Gordon and Hardie), Gordon St. (west side in front of Kibbe Realty), Sealy St. (south side between Gordon and Hardie), Hardie St. (east side mid-block to Sealy), Willis St. (south side between Second and Hood), Second St. (west side between Sealy and the Mustang Bayou Bridge), and E. House St. (south side between Hasse Elementary and La Quinta Inn).</p>			
Background/Community Value	<p>Provide safe areas to walk in and around the older sections of town where pedestrians are frequently observed.</p>			
Team Leader and Members	<p>Michelle Segovia, City Engineer, Team Leader; Brian Smith, Public Services Director</p>			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Project Areas currently being surveyed to identify right-of-way.	Survey work	Survey work to continue through mid-April and begin design.	4-15-17 Project areas have been surveyed to identify right-of-way. Now finishing design and preparing bid package
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Bid package sent out and bids were opened on 9-12-17. Going to Council on 10-19-17 for approval. On 10-19-17, Council approved the project in the amount of \$299,038.59			

MAJOR THOROUGHFARE PLAN PHASE II

Project Scope	Klotz Associates in conjunction with City Staff is currently working on Phase II of this two phase Thoroughfare Plan Update which includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC) and is scheduled to be complete March 15, 2018.			
Background/Community Value	The Thoroughfare Plan Update was identified as a near term (less than two years) project in the 2035 Comprehensive Plan. The Thoroughfare Plan benefits the community by establishing a plan for future roadway projects that will increase mobility and ease traffic congestion as the City continues to grow			
Team Leader and Members	Michelle Segovia, City Engineer, Team Leader; David Balmos, Project Manager Klotz Associates; Brian Smith, Public Services Director			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	David Balmos to submit draft of the Implementation Plan by 12/31/2016.	Draft Implementation Plan submitted. Now working on cost estimates and prioritization to be submitted as part of a manageable Capital Improvements Program (CIP)	A prioritized list of projects is to be submitted by the end of April 2017.	6-15-17 Completed draft project list with preliminary project cost estimates.
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Beth Shelton with RPS Klotz presented plan to Council on 8-3-17. Next goal is to Submit project applications for Transportation Improvement Program (TIP) funding through the Houston Galveston Area Council (HGAC) by 3-15-18	Next goal is to Submit project applications for Transportation Improvement Program (TIP) funding through the Houston Galveston Area Council (HGAC) by 3-15-18		

DOWNTOWN IMPROVEMENTS				
Project Scope	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 for 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.			
Background/Community Value	Through citizen's input and initial analysis of downtown Alvin, a framework from which to envision a revitalization has been established. The analysis provided an objective view of the study area from varying scales. Both strength and weaknesses were revealed. The Downtown Improvement Task Force's feedback helped bring us closer to discovering Downtown Alvin's full potential.			
Team Leader and Members	Larry Buehler, Economic Development Dir, Team Leader; Julie Siggers, Convention Visitor Bureau			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Vision and Next Steps were presented to City Council. Currently reviewing current task force and seeking potential new members and identifying projects.	Henry Dillman, Kathy Hermann, Paul Stanton on board, seeking other new members. New EDC Employee started January 3 <sup>rd</sup> , brought up to speed. Staff reviewing the Texas Main Street Program, the Texas Downtown Association, and H-GAC resources to discuss with the group.	LED lights on top of buildings in design and implementation. Engineering designing 5 new decorative street lights. 2 <sup>nd</sup> Annual Art Walk on May 6 <sup>th</sup> 2 locations selected for temporary bump-outs. Downtown grant program launched.	<ol style="list-style-type: none"> <li>1. LED lighting not moving forward due to owner of private buildings not participating, looking at alternative options.</li> <li>2. Bump-outs will not be done due to traffic pattern concerns relating to TxDOT Business 35 highway.</li> <li>3. Parking solutions presentation given to Council on 6-15-17 for FY 18 budget consideration.</li> <li>4. Engineering hired consultant who is designing initial 9 decorative street lights and up to 13 with phasing option.</li> <li>5. Sidewalk on Willis from city hall to Stanton's Center under design for bidding.</li> <li>6. 47 businesses mailed grant information. Three have verbally expressed interest in applying.</li> </ol>

DOWNTOWN IMPROVEMENTS				
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	<p>Dumpsters at the library moved to grass between parking lot and Depot Centre Blvd. to open up 3 parking spaces.</p> <p>Public parking signs installed at City Hall parking lots and in parking lot at southeast intersection of Gordon St. and Sealy St.</p> <p>New concrete pole and street light installed on Sealy St. across from City Hall.</p> <p>Electrical engineer has been hired to design all 13 decorative street lights – will go out for bid following review.</p> <p>Sidewalk project to begin construction in upcoming quarter</p> <p>Yarn-bombing installation removed.</p> <p>Meeting with the Stanton's to discuss building improvement and marketing opportunities.</p>			

DEVELOPMENT OF BLUE TRAILS				
Project Scope	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research and recreation			
Background/Community Value	This goal was adopted into the City's comprehensive plan. The City Council provided funding in the FY2018 budget to conduct a study.			
Team Leader and Members	Dan Kelinske, Parks and Recreation			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
	Initial call with consultant to discuss scope of services 11-29-2017.			

REVISION TO PARKLAND DEDICATION FEES IN LIEU				
Project Scope	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. This will benefit a larger service area rather than solely requiring dedication within dedication "zones".			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, the current quadrants which were established to limit the area where parkland dedication funds could be spent based on area of fee collection would be eliminated. By eliminating the quadrants, future parkland dedication funds would be available for use throughout the City.			
Team Leader and Members	Dan Kelinske, Parks and Recreation Florence Chappa - Finance Diane Harper - Legal			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
	Hold team meeting to review draft of changes to Ord. 06-U and establish mechanism to "freeze" existing funds within quadrants 1-4	Present draft of new ordinance to Park Board for consideration		

REGIONAL DETENTION				
Project Scope	Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018

TREES WITHIN CITY RIGHT OF WAY				
Project Scope	Address trees in all new residential developments in relationship to street and utility placement to avoid problems			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018

PRO-ACTIVE CODE ENFORCEMENT				
Project Scope	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.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Brian Smith – Public Works Director			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018

RESIDENTIAL LOTS SIZE ALLOWANCE				
Project Scope	Allow for varying lot sizes within residential developments without requiring the more rigorous submittal procedures and requirements of a planned unit development			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018



# AGENDA COMMENTARY

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**Meeting Date:** 1/18/2018

**Department:** City Manager's Office

**Contact:** Junru Roland, Assistant City Manager

**Agenda Item:** Provide staff direction regarding additional collection services for Harvey flood related storm debris.

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

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**Summary:** At the January 4, 2018 council meeting, Council member Adame and Council member Arendell requested that the City fund and provide one additional (Harvey-related) storm debris pick-up. In drafting a recommendation, staff discussed and addressed the following focal points: 1.) the area(s) of the city in need of debris removal 2.) the methodology to be used to notify eligible residents; 3.) the arrangement to receive debris removal; 4.) the cost of service; 5.) the time frame needed for this endeavor; and 6.) the placement of debris for collection.

## **Area(s) of the City Eligible for this one-time Debris Removal Service**

The City's Engineering Department has a map of areas and properties within the City of Alvin that were flooded from Hurricane Harvey. Staff recommends limiting this one-time debris removal service to those properties (identified on the map) that are still in need of debris removal.

## **Method to Notify Eligible Residents for Debris Removal**

As this would be a one-time debris removal opportunity, staff would provide informative door-hangers on the "known" properties that are in need of debris removal. The door-hangers would provide the date and time when debris is scheduled for pickup.

## **Arrangement for Debris Removal**

Once staff has identified "known" properties still needing debris removal, staff will provide a listing of property addresses to Waste Connections, who in turn will arrange a one-time pickup.

## **Paying for this One-Time Debris Removal Service**

If it is council's desire for the City to pay for this one-time debris removal service, staff is recommending paying for this removal service out of the City's Sanitation Fund. Waste Connections has provided a cost to the City of \$300/per address that the City provides to Waste Connections to be serviced. Worst-case scenario, there were approximately 300 properties listed on the "Properties Flooded by Hurricane Harvey" map. If each property required debris removal service, it would cost the City \$90,000. As a note, Waste Connections has approximated about 15 homeowners who have previously contacted and paid Waste Connections for debris removal services. At this time, the city is unaware of the number or the method other homeowners used to remove their debris.

## **Time Frame for this One-Time Debris Removal Service**

Pending council's approval, staff will place door-hangers on "known" eligible properties needing debris removal services during the week of January 22, 2018. Depending on the number of properties that need service, the week of February 5, 2018, Waste Connections will pick up the Harvey-related debris on property addresses

provided by the City. After the one-time debris removal, city staff intends to resume normal code enforcement practices.

**Placement of the Flood Related Debris**

Chapter 11 of the City Code of Ordinance requires that heavy trash be placed no more than 10 feet from the curb or street, accessible to collection equipment and workers, and at least 3 feet away from utility meters, mailboxes, fences and trees or shrubs. In addition, heavy trash shall not be placed under low-hanging wires or low hanging tree limbs. If placed under power, cable, telephone or any other utility lines, the vertical distance between the lowest power, cable, telephone or other utility line and the uppermost portion of the heavy trash shall not be less than 20 feet.

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**Funding Expected:** Revenue \_\_\_ Expenditure x N/A \_\_\_ **Budgeted Item:** Yes \_\_\_ No x N/A \_\_\_  
**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_  
**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

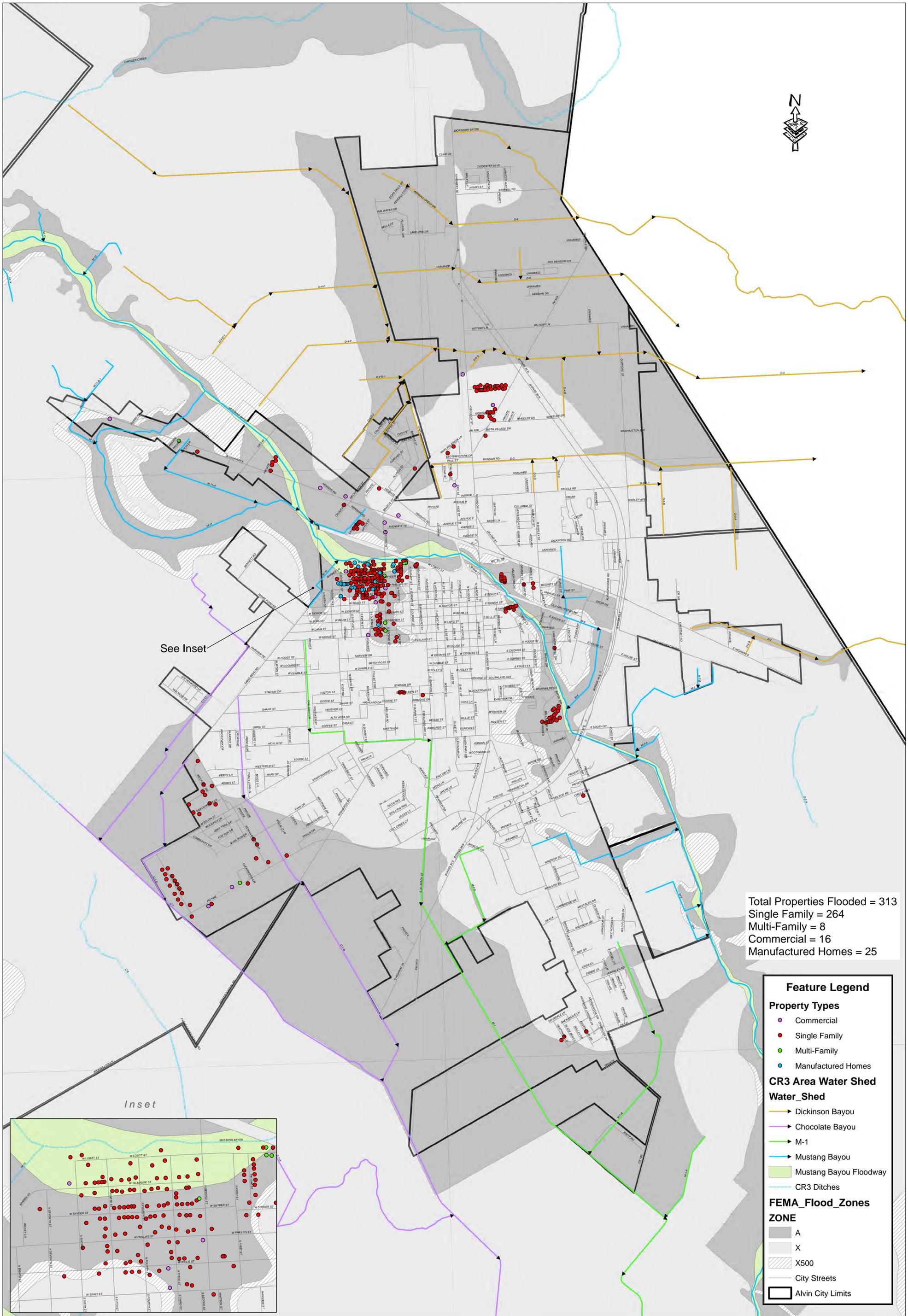
- Engineering Map of Properties flooded by Hurricane Harvey
  - Picture
- 

**Recommendation:** Arranging a one-time Harvey-related debris removal service to eligible/known properties identified on the “Properties Flooded by Hurricane Harvey” map that still need debris removal services. If it is council’s desire for the City to fund this one-time debris removal service, staff recommends that this service be funded from the City’s Sanitation Fund for a cost up to \$300 per property address.

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

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



Total Properties Flooded = 313  
Single Family = 264  
Multi-Family = 8  
Commercial = 16  
Manufactured Homes = 25

**Feature Legend**

**Property Types**

- Commercial
- Single Family
- Multi-Family
- Manufactured Homes

**CR3 Area Water Shed**

- Dickinson Bayou
- Chocolate Bayou
- M-1
- Mustang Bayou
- Mustang Bayou Floodway
- CR3 Ditches

**FEMA Flood Zones**

**ZONE**

- A
- X
- X500
- City Streets
- Alvin City Limits

# Properties Flooded By Hurricane Harvey



ORBITAL  
DUSTEX  
with SoftRoll™ System

ORBITAL

SONY

ORBITAL

ORBITAL