

# 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 MARCH 15, 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 [droberts@cityofalvin.com](mailto:droberts@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.*

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NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, March 15, 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. Proclamation – April 2018 Fair Housing Month.
  - B. Engineering Departmental Update.
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 March 1, 2018 City Council meeting.
  - B. Consider authorizing Galavant Taxi Company to conduct business as a taxicab service in the City of Alvin.
  - C. Consider appointment of Belt Harris Pechacke, LLP as the City's auditors for the fiscal year ending September 30, 2018; and authorize the City Manager to sign the Auditor's Engagement Letter.
  - D. Consider Resolution 18-R-11, reappointing Dr. Safi Madain as the Alvin Emergency Medical Service's Medical Director in accordance with Chapter 2, Article X of the Alvin Code of Ordinances.
6. **OTHER BUSINESS:**

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

- A. Presentation by Belt Harris Pechacek, LLP of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2017; and Council's acknowledgement of receipt of the CAFR.
- B. Consider Resolution 18-R-10, appointing Mike Merkel to serve as Associate Municipal Judge for the Alvin Municipal Court for a two-year term; and approving the Memorandum of Understanding between the City of Alvin and Mike Merkel; and authorize the Mayor to sign.
- C. Consider an agreement with Kimley/Horn to provide professional design and permitting services for grading and drainage, construction documents and construction phase services for the proposed disc golf course, in an amount not to exceed \$21,800; and authorize the City Manager to sign.
- D. Consider an agreement with Joiner Architects Inc. for planning and design of a new EMS/Fire Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign the agreement upon legal review.
- E. Consider termination of contract with McCrory CTI Services and award of bid to L.G. & G. Construction, Inc., the second lowest bidder, for the 2017 Sidewalk Project in an amount not to exceed \$307,527; and authorize the City Manager to sign the contract upon legal review.
- F. Consider an interlocal agreement with the Brazoria County Conservation and Reclamation District #3 for the funding of a drainage study for the C-1 ditch; and authorize the Mayor to sign.

## 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. 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 MONDAY, March 12, 2018 at 5:00 P.M.



  
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).**

**MINUTES**  
**PARKS AND RECREATION BOARD MEETING**  
**CONFERENCE ROOM OF THE PUBLIC SERVICE FACILITY**  
**1100 W. HIGHWAY 6, ALVIN, TEXAS, 77511**  
**FEBRUARY 6, 2018**  
**6:30 P.M.**

**CALL TO ORDER**

The meeting was called to order by Dwight Rhodes, Chair, at 6:45 p.m.

**ROLL CALL**

Members present were Dwight Rhodes, Chair; Carrie Parker, Secretary; Milton Morgan, Kerry Ulm, and Debra Palin. Staff member present was Dan Kelinske, Director of Parks and Recreation.

**APPROVAL OF MINUTES**

January 3, 2018 – Approved

**PETITIONS/REQUEST FROM THE PUBLIC** - None

**CHAIRMAN REPORT** – None

**DIRECTOR REPORT**

Update on upcoming events

Depot Days – 2/17/18

AISSD Turtle Race – 2/24/18

No Cook Thursday – 3/15/18

Community Garden Spring Planting – 3/18/18

Past Events

1<sup>st</sup> Father Son Bowling Night – 56 participants

Daddy/daughter dance sold out with 247 participants

CY Programming Enrollment 2018

total enrollment transaction 1405

Update on park projects/improvements

Mustang Bank repair

CBR Engineering out

Kimbley Horn estimate next week

- Blue Trails
- Kimbley Horn kick off meeting
- 5 put inside, 1 beginning, 2-3 in between, 1 end
- Sent our signage requirements
- Sent example of our standard trail signs

Annual Operations & Maintenance Plan

- Working to find funds and get ok'd

Facility Assessment

- Hopefully this week

Capital Improvement Plan

- Reviewed, revised plan to be provided by Dan

**OLD BUSINESS**

Discuss and approve five-year forecast of Parks Capital Improvement Recommendations

- Parks projects and improvements proposal goes to City Council at 2/15/18 meeting

**ITEMS OF COMMUNITY INTEREST** - None

**ADJOURNMENT** – Call to adjourn by Dwight Rhodes at 8:35 p.m.

**Upcoming meeting**- Parks and Recreation Board Meeting – March 6, 2018 6:30 p.m. meet at the Public Service Facility.

Passed and Approved the 6<sup>th</sup> day of March 2018.

# PROCLAMATION

**WHEREAS**, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, the City of Alvin affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, the City of Alvin welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

**WHEREAS**, the City of Alvin affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, the City of Alvin is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the City of Alvin, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

## **“FAIR HOUSING MONTH”**

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Alvin to be affixed this the 15th day of March, 2018.

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Mayor

# Engineering Department Annual Update

March 15, 2018

# The Engineering Department's Role

The Engineering Department acts as the City's "Quality Control Division" for new development projects and for the replacement of aged infrastructure. The Department administers the Planning/Development, Permitting/Inspections, Capital Projects, Geographical Information System, Health Inspection, and Engineering Programs. The primary goal for the Engineering Department is to provide the highest level of service to our citizens while insuring their health, safety, and general welfare in such a manner so as to create for them the highest standard of living that is possible in our community. The Engineering Department is located in the Public Services Facility at 1100 West Highway 6.

# The Engineering Department's Staff Qualifications

- Total of 13 employees.
- 4- Certified Floodplain Managers
- 4- Licensed Plumbing Inspectors
- 4- International Code Council (ICC) Certified Inspectors
- 3- Certified Code Enforcement Officers
- 2- Certified Medical Gas Inspectors
- 1- Certified Pool Inspector
- 1- Certified Food Manager
- 1- Professional Engineer

# Engineering Division - 2017 Accomplishments

## Projects Bid/Constructed in 2017

- 2017 Asphalt Pavement Project
- Mustang Road Improvement Project
- National Oak Park Observation Deck & Gazebo
- Kost Detention Pond Final Grading and Concrete Work
- WWTP Optimization Improvements Phase II
- Dyche Lane Elevated Water Storage Tank

# 2017 Asphalt Pavement Project



# Mustang Road Improvement Project



# National Oak Park Observation Deck & Gazebo



# Kost Detention Pond



# Dyche Lane Elevated Water Storage Tank



# 2018 Projects - Sidewalks

## Sidewalk Projects Scheduled for Design / Construction in 2018

- Pearson Road (east side) – between Johnson Street and FM 1462.
- Durant Street (west side)- between Adoue Street and Sealy Street.
- Tovrea Road (east side)- between Delta Drive and Highway 6.
- Willis Street (north side)- between Gordon Street and Hardie Street.
- Gordon Street (east side)- between South Street and Mustang Road.
- Depot Centre Boulevard (east side)- between The Depot and Sidnor Street.

# CIP Projects to be Designed in 2018

- Johnson Street Paving and Sidewalk
- Moller Road Storm Sewer and Pavement Improvements Phase I (design)
- FM 528 Extension
- Fairway and South Water Line Improvements Phase I
- Lift Stations #14 and #17 Rehabilitation
- Lift Station #30 Expansion & Highway 35 Gravity Mains
- 54" Eastside Interceptor
- Water Line Improvements Phase I

# Infrastructure Projects to be Constructed in 2018

- South Park Pavement and Drainage Project
- South Park Water and Sewer Replacement (CDBG)
- 2018 Concrete Pavement and Drainage Project
- Briscoe Park Egress Road
- Wastewater Treatment Plant Optimization Improvements Phase II
- Lift Station #14 and #17 Rehabilitation
- Water Plant #6 Tank Replacement

# Engineering Division - 2017 Accomplishments

## Projects Inspected by the Engineering Division

- Kendall Lakes Section 7
- Kendall Lakes Amenity Lake Expansion II
- Martha's Vineyard Section 1
- Martha's Vineyard Utility Extension
- Sunset Ranch Section 1
- 13 commercial development sites

# A. T. & T. Retail Store- East Highway 6



# Amoco Federal Credit Union – East Highway 6



# Memorial Stadium Press Box – West Dumble



# McCoy's Building Supply – FM 517



# Inspections Division – 2017 Accomplishments by the numbers

- 83 predevelopment meetings
- 22 civil site plans reviewed and approved
- 32 plats approved
- 13 permits issued for new commercial with a value of \$37.4 million
- 156 permits issued for new residential with a value of \$26.1 million
- 4,959 inspections performed
- 1,515 total permits issued with a value of \$74.3 million
- \$1,170,120 total permit revenue generated

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
REGULAR CITY COUNCIL MEETING  
THURSDAY MARCH 1, 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 A. Horn; Mayor Pro-Tem Brad Richards; Councilmembers: Gabe Adame, Adam Arendell, Glen Starkey, and Keith Thompson.

**Staff members present:** Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Vangie Gonzales, Alvin Police Department Chaplain gave the invocation.

Council member Starkey led the Pledge of Allegiance to the American Flag and Council member Thompson led the Pledge to the Texas Flag.

**PUBLIC HEARING**

**Public Hearing to receive comment on a taxicab license application submitted by Galavant Taxi Company to operate a taxicab service in the City of Alvin.**

*The City's Code of Ordinances requires that a new taxi service submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police and the City's Health Inspector for vetting. Once completed, a public hearing is held before City Council. A notice of public hearing was advertised in the Alvin Sun on Sunday, February 18, 2018.*

*Galavant Taxi Company submitted the required application for the operation of one taxicab. All information has been vetted by the City's Inspector and Police Department. This is simply a formal hearing to provide members of the public the opportunity to offer comments before City Council regarding the company's potential service.*

*After the public hearing is held, the application will be on the next agenda for City Council's consideration of final approval. If approved, all vehicles will be inspected by the City and the application process will be finalized.*

Mayor Horn opened the public hearing at 7:05 p.m.

Jill Rea, representative of Galavant Taxi Company, explained the need for taxi cab services in the City.

Mayor Horn closed the public hearing at 7:06 p.m.

**PUBLIC COMMENT**

There were no comments from the public.

**CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

**Approve minutes of the February 15, 2018 City Council workshop meeting.**

**Approve minutes of the February 15, 2018 City Council meeting.**

Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the March 24, 2018 Special Runoff Election; and authorize the Mayor to sign.

*This is a contract for election services with Brazoria County to conduct the March 24, 2018 Special Runoff Election for City Council At Large Position 2. The cost for this election is estimated to cost about the same as the February special election, \$5,600. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.*

*Historical Election Cost (General May Election):*

*May 2015: \$9,471  
May 2016: \$6,151  
May 2017: \$9,200  
Feb. 2018: \$5,600 \*special election*

*Early Voting and Election Day Voting will be held at the Alvin Library.*

*Early Voting Dates/Times:*

*March 7-9; 8 a.m. – 5 p.m.  
March 12-16; 8 a.m. – 5 p.m.  
March 19-20; 7 a.m. – 7 p.m.*

Consider a final plat of Alvin Fairway Lake Property (located south of the Nelson Road and Jephson Street intersection), being a plat of 53.76 acres, being all of lots 50, 59, 62, 71, 74, and part of lot 60, of the E.J. Biering Subdivision of the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, according to the plat as recorded in volume 19, page 147, Deed Records, Brazoria County, Texas.

*On February 1, 2018, the Engineering Department received the final plat of Alvin Fairway Lake Property for review. The property is located south of the Nelson Road and Jephson Street intersection and is being platted so the City of Alvin can convey the lake in Reserve B (detention pond) to the Brazoria County Conservation and Reclamation District #3 (C & R #3) in accordance with the Memorandum of Understanding that was approved by the City Council on November 2, 2017. The plat complies with all requirements of the City's Subdivision Ordinance.*

*The City Planning Commission unanimously approved the plat at their meeting on February 20, 2018. Staff recommends approval.*

Consider a final plat of Southern Colony Section 4A (located along the east side of FM 521, north of Juliff-Manvel Road), being a subdivision of 29.973 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lot 13, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas.

*On February 1, 2018, the Engineering Department received the final plat of Southern Colony Section 4A for review. This final plat consists of 148 lots, 8 reserves, and 6 blocks, and is located in the City of Alvin Extraterritorial Jurisdiction (ETJ) along the east side of FM 521, north of Juliff-Manvel Road. The property is being subdivided for a new single-family residential planned unit development subdivision. This plat complies with all requirements of the City's Subdivision Ordinance.*

*The City Planning Commission unanimously approved the plat at their meeting on February 20, 2018. Staff recommends approval.*

Consider the purchase of a new Vactor Truck from Houston Freightliner through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$342,876.00.

*Historically, the Streets Department has been "sharing" the City's Vactor (when available) with the Utility Department for routine maintenance and cleaning of sewer lines. This has hindered productivity in the Utility Department as well as created scheduling conflicts between the Departments for the use of the Vactor.*

*As a result, City Council approved funding in the FY18 budget to acquire a new Vactor to be designated for the Utility Department. The original budgeted amount was \$300,000 but due to changes Vactor has made since budgeting for this item, the price has increased. The difference in pricing will be made up by pumps that were budgeted in FY18 coming in at a lower price due to price changes for those items. A Vactor combination truck will be used by the Utility Department*

*for hydro excavating around complex underground lines (fiber optics, electrical and gas), cleaning of sewer lines during televising, vacuuming of lift stations (grease build-up and debris removal), and high-pressure jetting of clogged sewer mains. The new vector will be an addition to the City's fleet and not a replacement of an existing vehicle. This vehicle and chassis is being purchased through the HGAC cooperative purchasing program.*

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Richards; motion to approve carried on a vote of 5 Ayes.

### **OTHER BUSINESS**

**Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be held at Briscoe Park on Friday, March 23 to Sunday, March 25, 2018; and authorize the City Manager to sign.**

*The Alvin Sunrise Rotary Foundation has requested the City issue a license agreement for the purpose of holding a fundraising event, Music Fest and Bar-B-Q Cook-Off (March 23-25, 2018) in Briscoe Park to include food and alcoholic beverages and providing music and other entertainment.*

*The Exclusive Use Agreement outlines operational responsibilities of the City and the Alvin Sunrise Rotary Foundation.*

#### Alvin Sunrise Rotary Foundation shall:

- *Adhere to governmental regulations concerning the sale of food and alcohol & obtain appropriate permits*
- *Adhere to City's noise ordinance and obtain appropriate sound/noise permit*
- *Fence the park area used exclusively for the event*  
*Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control*
- *Maintain the property in clean condition*
- *Abide by all terms of Community Wide Event Application, including insurance requirements*
- *Installed approximately 800 linear feet of water line with approximately 6 water spigots*

#### The City shall:

- *Contribute \$30,000 of Hotel Occupancy Tax funds*
- *Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property*
- *Waive tent permit fees for individual participating cooks/cook teams \$300 (approx. 3 @ \$100ea)*
- *Waive park user fees \$7,925*
- *Waive plumbing permit fee \$155*
- *Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cooks and other Fire Safety and Prevention serviced required by the City*
- *Provide barricades and cones for street closure*
- *Provide APD forklift for event purposes*
- *Provide EMS personnel and ambulance*
- *Provide Mobile Command Truck*
- *Provide portable restroom*
- *Provide up to 20 picnic tables and 30 trash barrels with liners*
- *Provide electricity and water, where already furnished*

*Staff will gather City of Alvin related expenses associated with this event and present those findings to City Council at a later date.*

Council member Thompson moved to approve a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be held at Briscoe Park on Friday, March 23 to Sunday, March 25, 2018; and authorize the City Manager to sign. Seconded by Council member Richards; motion carried on a vote of 5 Ayes.

**Consider Resolution 18-R-09, authorizing the Mayor to execute a Special Warranty Deed conveying 22.61 acres of land, more or less, of the Alvin Fairway Lake Property to Brazoria County Conservation and Reclamation District Number Three (3).**

*The City of Alvin has a large tract of land, the Alvin Fairway Lake Property, consisting of three tracts, Reserve A, approximately 10.74 acres adjacent to Nelson Road, Reserve B (Lake Tract), approximately 22.61 acres which consists of an approximately seventeen (17) acre lake, and Reserve C, approximately 19.96 acres adjacent to Reserve B.*

*On November 2, 2017, the City entered into a MOU with Brazoria County C&R#3, agreeing to convey property, which is now known as Reserve B (Lake Tract), to Brazoria County C&R#3, for regional detention. By conveying Reserve B (Lake Tract) to Brazoria County C&R#3, this will provide regional detention that will benefit existing and future development. Per the MOU, there is a direct value of preparing and placing the lake "on line" for regional detention. Additionally, the City of Alvin will retain approximately 13.5-acre feet of detention (approximately 19% of the total detention capacity) at an approximate value of \$202,500, to be used toward additional development that will benefit the community. The City of Alvin and Brazoria County C&R #3 will be promoting and protecting the public health, safety, and welfare through this joint effort for the common good and welfare of the citizens of the City.*

Council member Starkey moved to approve Resolution 18-R-09, authorizing the Mayor to execute a Special Warranty Deed conveying 22.61 acres of land, more or less, of the Alvin Fairway Lake Property to Brazoria County Conservation and Reclamation District Number Three (3). Seconded by Council member Thompson; motion carried on a vote of 5Ayes.

Consider a final plat of Cline Crossing No. 2 (located near the southeast corner of the Bypass 35 and Highway 6 intersection), being a subdivision of a 22.016 acre tract located in the I. & G.N. Railroad Company Survey, Abstract 400, City of Alvin, Brazoria County, Texas, and being all of reserve "B", block 1, final plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's file no. 2014032877 of the official records of Brazoria County, Texas and part of tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in volume 35, page 107 in the Brazoria County Deed Records.

*On February 1, 2018, the Engineering Department received the final plat of Cline Crossing No. 2 for review. The property is located near the southeast corner of the Bypass 35 and Highway 6 intersection and is being platted into 8 reserves for future commercial development. This plat complies with all requirements of the City's Subdivision Ordinance.*

*The City Planning Commission unanimously approved the plat at their meeting on February 20, 2018. Staff recommends approval.*

Council member Adame filed a Conflict of Interest form and recused himself from discussion and consideration on this item.

Council member Arendell moved to approve a final plat of Cline Crossing No. 2 (located near the southeast corner of the Bypass 35 and Highway 6 intersection), being a subdivision of a 22.016 acre tract located in the I. & G.N. Railroad Company Survey, Abstract 400, City of Alvin, Brazoria County, Texas, and being all of reserve "B", block 1, final plat of Cline Crossing, according to the map or plat thereof recorded in Brazoria County Clerk's file no. 2014032877 of the official records of Brazoria County, Texas and part of tracts 15 through 18, all inclusive, Holmsville Subdivision according to the map or plat thereof recorded in volume 35, page 107 in the Brazoria County Deed Records. Seconded by Council member Richards; motion carried on a vote of 4 Ayes and 1 Abstention by Council member Adame.

Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

*The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for the improvement and betterment of public parks and recreational facilities by March 1<sup>st</sup> of each year. The Parks and Recreation Board unanimously approved the list of recommended park improvements at the regular meeting on February 6<sup>th</sup>, which was then presented to City Council during the February 15<sup>th</sup> workshop, alongside other recommended City of Alvin capital improvement projects. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by Planning Commission and presented to City Council again in the month of April.*

*The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.*

Council member Thompson moved to acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects. Seconded by Council member Starkey; motion carried on a vote of 5 Ayes.

**Consider an appointment to the Parks and Recreation Board.**

*In December 2017, a longtime member of the Parks and Recreation Board, Cindy DeJongh, decided not to continue her service, which brought the Board down to 6 members, creating a vacancy. The Parks and Recreation Board needs one member to fulfill the Charter requirement of at least 7 members. Vacancies on the Parks & Recreation Board do not occur frequently. Members serve 2-year terms and they must be a resident and qualified voter of the City. The Board currently has 6 members: Dwight Rhodes (appointed in 2001), Terrie Beasley (appointed in 2008), Carrie Parker (appointed in 2016), Milton Morgan (appointed in 2016, Debra Palin (appointed in 2015) and Kerry Ulm (appointed in 2016). The Charter requires the Board to have at least 7 members, but no more than 9 members. City Council can either appoint one, or both applicants to the Board. Please keep in mind for quorum purposes it is beneficial to keep the board at an odd number.*

**Current Applicants**

<b>Parks Board Appointment March 1, 2018</b>					
<b>First Name</b>	<b>Last Name</b>	<b>Employment</b>	<b>Resident of Alvin</b>	<b>Board to Serve</b>	<b>Notes Provided on Consent and Willingness to Serve Form</b>
John	Allen	Retired	1 year	Parks	I am interested in volunteering for the Parks and Recreation Board.
Jamie	Vaughn	Self Employed	10 years	Parks	I am interested in helping maintain and grow our great Parks & Rec programs.

Council member Adame moved to appoint Jamie Vaughn to serve a two-year term on the Parks and Recreation Board. Seconded by Council member Arendell; motion carried on a vote of 5 Ayes.

**REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the March 15, 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 complimented the State of Texas for their work at the intersection of Highway 6 and Bypass 35. He recognized Autumn Miller and staff at the Animal Adoption Center for the work they do.

Council member Adame announced the Men Who Cook event on Saturday March 3<sup>rd</sup> at the Knights of Columbus Hall.

Council member Starkey commended the first responders who tended to the accident on FM 1462 this week. He requested that the City Manager have the pot hole fixed that is located at Dumble and Hood Street.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 7:25 p.m.

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

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

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



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider authorizing Galavant Taxi Company to conduct business as a taxicab service in the City of Alvin.

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

**Summary:** The City’s Code of Ordinance requires any new taxicab company wanting to operate their business within the City to submit a Taxi Service Application to the City Secretary’s Office. This application is reviewed and then forwarded to the Chief of Police and the City’s Health Inspector for vetting. A public hearing before City Council was held on March 1, 2018, as required. There were no comments from any members of the public, other than the owner of Galavant Taxi Company, speaking in favor of said application.

Galavant Taxi Co. has submitted the required application for the operation of one (1) taxicab. All information has been vetted by the City’s Inspector and Police Department. City Council must approve this application before they may begin operating within the City.

The only other taxi service licensed to operate in the City is LBR Taxi which was approved by Council on February 15<sup>th</sup>. Both companies stated that they have had many requests for service in Alvin, thus the reason for their application. Staff recommends approval.

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

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

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 3/8/2018 SLH

## Supporting documents attached:

**Recommendation:** Move to authorize Galavant Taxi Company to conduct business as a taxicab service in the City of Alvin.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

Meeting Date: 3/15/2018

Department: Finance

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider appointment of Belt Harris Pechacek, LLP as the City’s auditors for the fiscal year ending September 30, 2018; and authorize the City Manager to sign the Auditor’s Engagement Letter.

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

**Summary:** Chapter 103 of the Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City’s independent auditors since FY09. BHP is proposing a base estimated fee of \$38,910 for the City’s FY18 financial statement audit; with additional estimated fees of \$7,000, if the City requires a single audit\*; or \$1,000 - \$2,500 for Other Post Employment Benefit (OPEB) schedules\*\* if the City requires OPEB reporting.

Staff is requesting that City Council approve the engagement of BHP to provide auditing services for FY18. By engaging BHP for FY18, the City retains an audit firm that is extremely knowledgeable of the City’s accounting and internal controls.

BHP’s Prior Fiscal Year Engagement Fees

Base audit fee: \$38,240 + \$7,000 for single audit.

FY18 Audit Budgets for Comparative Cities

- Lake Jackson: \$46,000
- Webster: \$38,280
- Friendswood: \$45,000
- La Porte: \$60,000
- Deer Park: \$58,000

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

\*\* Effective FY18, the Governmental Accounting Standards Board (GASB) has released GASB 75 which is a new accounting standard requiring additional accounting and financial reporting for postemployment benefits other than pensions for eligible governmental entities.

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

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

Legal Review Required: N/A \_\_\_ Required x Date Completed: 3/8/2018 SLH

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**Supporting documents attached:**

- Auditor's Engagement Letter

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**Recommendation:** Move to appoint Belt Harris Pechacek, LLP as the City's auditors for the fiscal year ending September 30, 2018, and authorize the City Manager to sign the Auditor's Engagement Letter.

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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



## Engagement Letter - Single Audit

March 9, 2018

Sereniah Breland, City Manager  
City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511-2341

We are pleased to confirm our understanding of the services we are to provide for the City of Alvin, Texas (the "City") for the year ended September 30, 2018.

### Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2018.

The component units will be audited as part of the audit of the financial statements of the City as noted below:

1. Tax Increment Reinvestment Zone Number One: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone Number Two: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment Zone Number Three: Blended, No Separate Financial Statements
4. Kendall Lakes TIRZ Redevelopment Authority: Blended, Separate Financial Statements

### Limited Procedures

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Net Pension Liability and Contribution Schedules

4. OPEB Schedule(s)

**In Relation Opinion**

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Schedule of Expenditures of Federal Awards

**Unaudited Information**

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**

We will assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by the City.

2. **Advisory Services**

We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.

3. **Correspondence**

We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.

4. **Professional Proofing**

To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.

5. **Printing and Binding**

All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. **Electronic Adobe Searchable PDF**

In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.

7. **Client Portal - Auditbox**

We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the

process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit

fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and members of the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

#### **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial

institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures-Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and

confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The time estimates used to project our fees are based on anticipated cooperation from your personnel and management fulfilling its responsibility, as discussed previously. Our time budget for this engagement does not include addressing matters related to management's responsibilities, such as modifications to the City's financial information, additional procedures related to alleged noncompliance with laws and regulations and similar improprieties, the City's lack of preparation for the audit, and similar matters. Such time requirements have not been included in the estimate and will be billed in addition to the fees quoted at our standard hourly rates and actual costs incurred, including legal consultations, if necessary. We will notify the appropriate party when such conditions are encountered, such as identifying schedules not prepared, out-of-balance accounts, alleged violations, etc. When possible, we will provide management with options for alleviating the condition. If it appears the item(s) will not be addressed by the City, we may perform procedures to address incidental matters to facilitate timely completion of the audit. To the extent possible, we will obtain approval before performing additional work for matters considered significant to the original proposed fee. Due to the nature of our work, such approval may not always be possible (i.e., we may be legally compelled by subpoena or similar request to expend additional time and incur other expenses to handle matters arising from this engagement).

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

### Fee Estimates

	<b>2018</b>
Financial Statement Audit (CAFR)	\$ 38,910
Single Audit - Basic Procedures*	\$ 4,500
Single Audit - Major Program*	\$ 2,500
OPEB**	\$1,000 - \$2,500

\* A single audit is required when federal funds over \$750,000 are expended. Our fees are based on the number of major programs (programs over \$750,000).

\*\* If applicable

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is

based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2015 peer review accompanies this letter.

#### **Foreign Terrorists Organizations**

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

#### **Required Non-Appropriation Clause**

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

#### **Authorization of CPA's Disclosure**

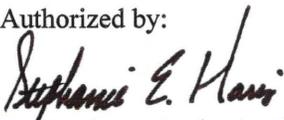
Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

**Belt Harris Pechacek, LLLP**  
*Certified Public Accountants*

Authorized by:



Stephanie E. Harris, CPA, CGMA  
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Alvin, Texas.

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Sereniah Breland, City Manager

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Date

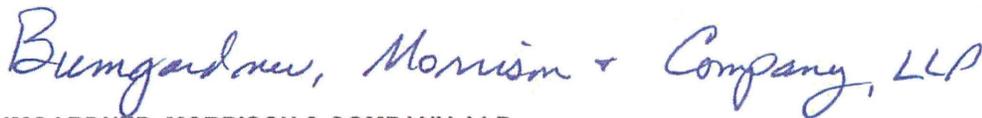
**System Review Report**

To the Partners of Belt Harris Pechacek, LLLP  
and the Peer Review Committee of the  
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.



**BUMGARDNER, MORRISON & COMPANY, LLP**

October 22, 2015



# AGENDA COMMENTARY

Meeting Date: 3/15/2018

Department: EMS

Contact: Ron Schmitz, EMS Director

**Agenda Item:** Consider Resolution 18-R-11; reappointing Dr. Safi Madain as the Alvin Emergency Medical Service's Medical Director in accordance with Chapter 2, Article X of the Alvin Code of Ordinances.

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

**Summary:** The Texas Department of State Health Services requires all EMS providers to retain the services of a Board Certified physician to act as their Medical Director. The Medical Director's role is to provide oversight and guidance regarding medical care and protocol development. Dr. Madain is a Board Certified Emergency Physician, and is currently the Medical Director for Adult and Pediatric Emergency Services at Clear Lake Regional Medical Center. He is familiar with our staff and patient care abilities, and has provided exceptional service over the last two years. His willingness to provide medical guidance, follow-up patient care, and training has been invaluable to the EMS department and our community. He is looking forward to continuing to serve as the Medical Director for Alvin EMS.

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

**Funding Account:**  213-3503-00-3160  **Amount:**  \$6,000/year  **1295 Form Required?** Yes \_\_\_ No  x

**Legal Review Required:** N/A \_\_\_ Required \_\_\_ **Date Completed:**  3/8/2018

**Supporting documents attached:**

- Resolution 18-R-11

**Recommendation:** Move to approve Resolution 18-R-11; reappointing Dr. Safi Madain as the Alvin Emergency Medical Service's Medical Director in accordance with Chapter 2, Article X of the Alvin Code of Ordinances.

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-11**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING DR. SAFI MADAIN AS THE CITY OF ALVIN'S EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR.**

**WHEREAS**, according to Chapter 2 Article X of the City Code of Ordinances, the Emergency Medical Service Medical Director is physician, appointed for two-year terms, and is responsible for establishing patient care protocols, overseeing and coordinating in-service training to EMS personnel; and

**WHEREAS**, the EMS Medical Director must be a licensed physician under the Medical Practice Act (Texas Occupations Code, Chapter 151 et. seq.) in good standing with the Texas State Board of Medical Examiners; and

**WHEREAS**, the EMS Medical Director must have prior experience as either an emergency medical services medical director or hospital emergency room physician; and

**WHEREAS**, City Council desires to exercise its right to appoint Dr. Safi Madain as the City of Alvin's Emergency Medical Service Medical Director;

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

**Section 1.** That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

**Section 2.** That the following individual be, and is hereby, appointed as the City of Alvin's Emergency Medical Service Medical Director.

Dr. Safi Madain  
4615 Miramar Drive  
League City, Texas 77573

**Section 3.** That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

**Section 4. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time,

place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** Finance

**Contact:** Junru Roland, CFO/Asst. City Manager

**Agenda Item:** Presentation by Belt Harris Pechacek, LLP of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2017; and Council's acknowledgment of receipt of the CAFR.

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

**Summary:** As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLP, for the fiscal year ended September 30, 2017. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY17 the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City's financial position.

Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor's opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2017). The CAFR, which includes the auditor's opinion, will be presented to the Mayor and City Council; and to the City Secretary for filing.

Stephanie Harris, from Belt Harris Pechacek, LLP will present the report. Hard copies of the report will also be available for you at the council meeting. Click [HERE](#) to view CAFR.

**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:**

- Auditor Disclosure Letter
- FY17 CAFR

**Recommendation:** Move to acknowledge receipt of the Fiscal Year 2017 Comprehensive Annual Financial Report.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** Municipal Court

**Contact:** Junru Roland, ACM/CFO

**Agenda Item:** Consider Resolution 18-R-10, appointing Mike Merkel to serve as an Associate Municipal Judge for the Alvin Municipal Court for a two-year term; and approving the Agreement between the City of Alvin and Mike Merkel; and authorize the Mayor to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Judge Mike Merkel is currently the Justice of the Peace for Precinct 3-1, and would like to continue serving the City of Alvin as the associate municipal court judge on a volunteer basis, without compensation or health insurance benefits. As an associate judge, Judge Merkel will receive direction from the presiding judge, Donna Starkey, for his duties which include, but are not limited to, arraigning prisoners in the City jail. Judge Merkel's current two-year term expires March 20, 2018.

*Article VI Section 2 of the City's charter states that City Council shall have authority to elect an associate judge of the municipal court in the same manner and with the same qualifications set forth for the presiding judge. The associate judge shall have the same duties and responsibilities as the presiding judge and shall serve in the absence of the presiding judge. In the event either the presiding judge or associate judge (if one is so appointed) of the municipal court is unable to act for any reason, the mayor shall act in his/her place until the council has appointed a replacement.*

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

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

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 3/8/2018 SLH

**Supporting documents attached:**

- Resolution 18-R-10
- Agreement between the City of Alvin and Mike Merkel
- Job Description

**Recommendation:** Move to approve Resolution 18-R-10, appointing Mike Merkel to serve as the Associate Municipal Court Judge; and approving the Agreement and authorizing the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 18-R-10**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING MIKE MERKEL AS AN ALTERNATE JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO-YEAR TERM; APPROVING AN AGREEMENT WITH MIKE MERKEL AS ALTERNATE JUDGE OF THE ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, Article VI Section 2 of the Charter of the City of Alvin provides for the Council's authority to elect an Alternate Judge of the Municipal Court;

**WHEREAS**, the City Council authorizes the City of Alvin to enter into the Agreement with Mike Merkel for the Appointment of the Alternate Municipal Judge of the Alvin Municipal Court; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:**

**Section 1.** That the City Council of the City of Alvin hereby approves of the appointment of Mike Merkel as an Alternate Judge of the Municipal Court for a two-year term.

**Section 2.** That the Agreement for the Appointment of Mike Merkel as the Alternate Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin.

**Section 3.** This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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



8. The Parties to this agreement hereby acknowledge that the Alternate Municipal Court Judge can be removed for cause in accordance with State Law as provided for in such cases.

9. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Alternate Municipal Court Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

10. This Contract consists of this document, upon which the parties have affixed their signatures. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

11. Both the Alternate Municipal Court Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

12. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Brazoria County, Texas.

13. In the event one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Contract shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

This agreement is made, entered into and executed on this \_\_\_\_\_ day of March 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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

**ALTERNATE MUNICIPAL COURT JUDGE**

By: \_\_\_\_\_  
Mike Merkel

**CITY OF ALVIN  
AN AT-WILL EMPLOYER**

**JOB TITLE: MUNICIPAL COURT JUDGE**

**GENERAL STATEMENT OF JOB**

The Municipal Court Judge is under the general direction of the City Council. The Judge hears and determines cases brought before Municipal Court and supervises the operation of the Court. The Judge conducts hearings, applies facts to law, reaches legal conclusions, issues findings and orders, and assesses fines and other legal sentences in excess of maximum amount allowed to be levied under state law. As the Presiding Judge, the Municipal Court Judge assigns and directs the job duties of the Alternate Municipal Court Judge(s).

**EXAMPLES OF ESSENTIAL FUNCTIONS**

*The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.*

Supervises the operation of the court by reviewing, verifying and signing orders as needed; default judgments; bond forfeitures; dismissals; and other orders.

Magistrates and arraigns prisoners at the jail by determining probable cause; identifies accused and advises them of their charges; administers magistrate's warning; sets bond; informs defendant of plea options/accepts plea on each charge; set trial dates on not guilty pleas; assess fines and/or other punishment on guilty findings; prepares and provides the court clerk the record of arraignment, the defendant's plea, judgment and other documentation and orders as needed by the clerk; administers collection of fines and court orders; provides to the jailer written orders for release or confinement of the prisoner along with any conditions or requirements.

Determines if claim or suspicion of indigence is valid and conducts indigence hearing in accordance with the law; issues orders appropriate for the case; prepares for the court clerk a report of indigence hearing and other documentation on findings and orders.

Magistrates out of county prisoners by determining the warrant information; identifies prisoner to warrant; informs prisoners of charge(s), location and jurisdiction; administers magistrate's warning; prepares, executes and files documentation.

Alternate Municipal Court Judge(s) remain on standby during assigned periods as the "on call" judge; conduct regular court dockets at the direction of the Presiding Judge; reviews and

## MUNICIPAL COURT JUDGE

approves probable cause affidavits and orders for arrest; magistrates juveniles under investigation by Alvin Police; issues protective orders when required under the law.

The Presiding Judge shall be available by telephone and able to respond within one hour of notification to any emergency requiring a judge or magistrate. If the Presiding Judge will be unable to respond within one hour, the Presiding Judge shall notify the police department and Alternate Judges of their duty to respond.

Texas Municipal Courts Education Center requires judges to attend educational seminars each year to keep up with all legislative updates.

Contributes to team effort by performing other related duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge and ability to analyze and apply legal principles and precedents to local government problems

Knowledge of and ability to apply municipal, state and criminal law in a fair and impartial manner.

Ability to analyze and apply legal principles and precedents to local government problems.

Valid, class "C" Texas Driver's License.

### **PHYSICAL REQUIREMENTS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to talk or hear. The employee is frequently required to reach with hands and arms. The employee is occasionally required to stand; walk; sit and use hands to finger, handle, or feel. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job includes peripheral vision and ability to adjust focus.



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider an agreement with Kimley/Horn to provide professional design and permitting services for grading and drainage, construction documents and construction phase services for the proposed disc golf course, in an amount not to exceed \$21,800.

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

**Summary:** The original location and scope of the Disc Golf Course included a 9-hole course along the Hike & Bike Trail (approved budget of \$35,000). In FY17, three other temporary disc golf course locations were “tested” in order to select the most favorable location to construct a disc golf course. Players of all skill levels were invited to play disc golf at Marina Park, National Oak Park, and Briscoe Park to assist in proposing the most favorable location. The results of the survey were presented to city council at a workshop on June 24, 2017, where city council directed staff to consider the 42 acres of currently undeveloped (city owned) property south of Briscoe Park as a potential site for the disc golf course. As a result, staff worked with professional disc golf player, Chris Vandagriff, on the feasibility of the undeveloped property to feature an eighteen-hole disc golf course. Gormley Surveying provided a topography survey (\$4,500), which was completed February 2018 in order to begin development of the 42-acre property.

Prior to utilizing the 42-acre of undeveloped land, a drainage plan and land/dirt work must be performed. Tonight, staff is requesting that city council approve a professional services contract with Kimley/Horn to provide professional design and permitting services for grading, drainage, construction documents, and construction phase services in an amount not to exceed \$21,800.

Next Steps Pending City Council’s Approval of Design Contract

After completion of the professional design and permitting services from Kimley/Horn, the next steps would be to develop the land used for the course (grading, drainage, layout), and install course equipment and amenities (concrete tee boxes, disc golf baskets, benches, signage, trash cans and a bridge(s) if necessary). The anticipated cost of the land development and amenities would necessitate the appropriation of an additional \$30,000 which would come from the General Projects fund.

Lastly, should city council desire a lighted disc golf course, an illumination design plan would be needed to prepare for lighting the course. The installation of the lights for the 18-hole disc golf course would be installed in phases on an annual basis, pending the availability of funds.

Capital Improvement Program

Information regarding the disc golf course project can be found on the parks capital improvement projects list (project # PA1802).

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

**Funding Account:** 311-7001-00-9060 **Amount:** \$21,800 **1295 Form Required?** Yes \_\_\_ No  X

**Legal Review Required:** N/A \_\_\_ Required  X  **Date Completed:** 3/6/2018 SLH

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**Supporting documents attached:**

- Professional Services Agreement with Kimley/Horn for Disc Golf Course
  - Disc Golf Course Project # PA1802
- 

**Recommendation:** Move to approve an agreement with Kimley/Horn to provide professional design and permitting services for grading and drainage, construction documents and construction phase services for the proposed disc golf course, in an amount not to exceed \$21,800.

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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



March 7, 2018

Mr. Dan Kelinske  
Director of Parks & Recreation  
City of Alvin, Texas  
1100 W. Highway 6  
Alvin, Texas 77511

Re: Professional Services Agreement for Disc Golf Course

Dear Dan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Alvin, Texas ("City" or "Client") for providing professional design and permitting services for grading and drainage design related to a proposed Disc Golf Course.

### **Project Understanding**

The Client desires to prepare land for use as an 18-hole (basket) disc golf course. The project site is located west of Bob Briscoe Park, and is part of a 25.540-acre parcel (A0423 HOOPER & WADE, TRACT 31B-31J-31K-31Q). Kimley-Horn will prepare plans for grading and drainage improvements for the course.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

#### Task 1 – Site Grading and Drainage Design

Design of the disc golf course will be the responsibility of the City's disc golf designer. Kimley-Horn will coordinate with the City's disc golf designer to obtain the general arrangement of disc golf tee boxes, fairways, and pin location. Site plan coordination will include Kimley-Horn preparing one course layout exhibit based on the City's designers plan. Kimley-Horn will modify this exhibit based on one round of comments from the City. It is understood that the City wants to minimize the amount of earthwork and drainage infrastructure added to the site.

Kimley-Horn will prepare civil engineering plans for the site grading and drainage improvements, in general accordance with the requirements published by the City of Alvin. Kimley-Horn will prepare one draft set of plans and respond to one round of comments from the City including the City Engineer and Floodplain Administrator. The plan set will consist of the following sheets:

- Cover Sheet
- General Notes Sheet
- Grading Plan
- Storm Drain Improvement Plans
- Storm Drain Hydrology & Hydraulic Calculations
- Detail Sheets

A 30-foot gas easement crosses the proposed area. This task is based on the understating that grading

activities can avoid work within the gas easement. If it is not possible to avoid grading within the existing easement, assistance with obtaining an easement can be performed as an additional service.

#### Task 2: Permit Assistance and Agency Coordination

County Floodplain Permitting - Kimley-Horn will prepare a general narrative and application for the City to provide to Brazoria County Floodplain Administration Office for a Fill Grading Permit. It is assumed that the project will be permitted under the general County permit and will not require detailed hydraulic modeling.

FEMA Permitting - The proposed area is within Federal Emergency Management Agency (FEMA) flood zones AO and X. This task is based on the understanding that grading activities will not be required within zone AO, and occur entirely within zone X. Kimley-Horn does not anticipate the need to provide FEMA permitting assistance. If this effort is required, it can be performed as an additional service under a separate scope of work.

Jurisdictional Water Permitting - Based on a desktop review, the National Wetlands Inventory does not identify USACE jurisdictional waters within the projected work area. Client should obtain a Phase I Environmental Site Assessment to confirm the absence of jurisdictional wetlands. Kimley-Horn does not anticipate the need to delineate water of the jurisdictional areas, prepare jurisdictional determinations, flag or survey aquatic features. It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning their intent to exert jurisdiction. If these are required, they can be performed as an additional service under a separate scope of work.

#### Task 3 – Contract Documents

Kimley-Horn will complete the final construction plans based on the draft plans, permit responses, or comments received from the City. These plans will be prepared in AutoCAD format. The City will provide easements and/or right of entry previously obtained by the City's surveyor.

This task is based on the understanding that the Brazoria County Conservation & Reclamation District No. 3 (CRD3) may perform the grading part of the construction work. Kimley-Horn will split the grading work agreed to be performed by CRD3 out of the bid documents one time and provide to the City as a separate deliverable.

Kimley-Horn will prepare a Project Manual consisting of City provided front end procurement documents and technical specifications for materials and construction of the proposed facilities. Unless the Client provides other suitable documents, the Contract Documents will be based upon the Engineers Joint Contract Documents Committee (EJCDC) documents.

Kimley-Horn will prepare an Opinion of Probable Construction Cost for the improvements. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at the time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

#### Task 4 – Construction Phase Services

Kimley-Horn will provide the construction phase services specifically stated below:

- Bid Document Preparation and Contractor Notification. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.
- Pre-Construction Conference. Consultant will conduct a Pre-Construction Conference prior to commencement of construction activity.
- Visits to Site and Observation of Construction. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.
- Kimley-Horn will provide part time construction observation. Up to three (3) site visits, three (3) hours each are assumed in this task. In addition, seven (7) hours is assumed for office time coordination. It is assumed that this project will be built by County maintenance. The purpose of the construction observation will be to evaluate whether, in the designer's professional opinion, the contractor's work is proceeding in accordance with the design or to resolve design related issues.
- Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders. Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the

Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

- Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Design or coordination for additional course features such as pedestrian bridges, paths and trails, or permanent water features.
- Preparation of No-rise, Conditional Letter of Map Revisions (CLOMR) or Letter of Map Revisions (LOMR)
- Coordination with the USACE, Texas Commission on Environmental Quality (TCEQ), and other resource or regulatory agencies during agency review of the permit applications and mitigation.
- Agency coordination

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client

or the Client’s consultants or representatives.

**Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall:

- Hire surveyor and provide topographic and boundary survey to Kimley-Horn.
- Assist in coordination of access to the site.
- Coordinate with Brazoria County CRD3.
- Pay applicable permit fees.
- Construct the project using County maintenance forces, secure and manage a qualified contractor, or a combination of construction forces.
- Provide review and comment on all deliverables.

**Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1-6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Site Grading and Drainage Design .....	\$6,900
Task 2	Permit Assistance and Agency Coordination .....	\$800
Task 3	Construction Documents .....	\$5,000
Total Lump Sum Fee.....		\$12,700

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services in Task 5 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 4	Construction Phase Services .....	\$9,100
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current hourly rates, which are subject to annual adjustment. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.0 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and

similar project fees will be paid directly by the Client.

All invoices shall be paid in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. The "prompt payment act" (Tex. Government Code, Chapter 2251) establishes when payments are due. This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two.

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Alvin, Texas.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

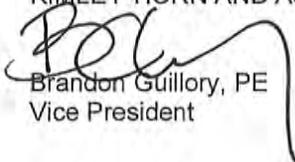
\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
KIMLEY-HORN AND ASSOCIATES, INC.



Brandon Guillory, PE  
Vice President



Mike Shelton, AICP, PE  
Senior Engineer and Planner

City of Alvin, Texas  
A Municipality

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: \_\_\_\_\_  
Client's Business License No.: \_\_\_\_\_  
Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

(a) ~~Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25<sup>th</sup> day. All invoices shall be paid in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. The "prompt payment act" (Tex. Government Code, Chapter 2251) establishes when payment are due. This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two.~~ If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the

Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger,

contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

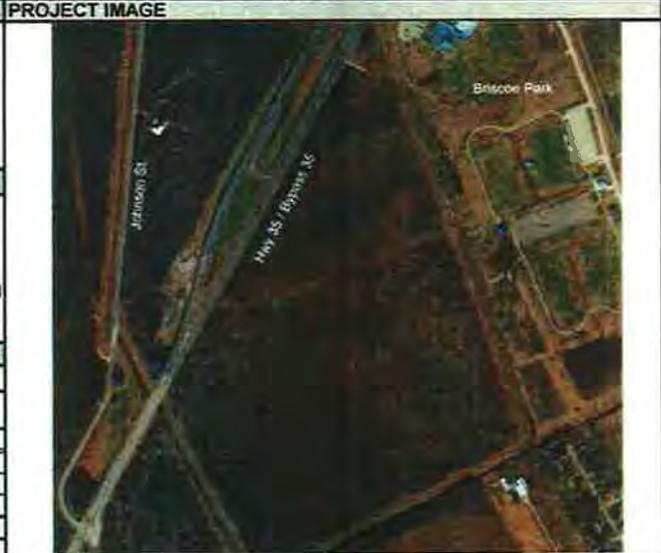
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**PROJECT DESCRIPTION**  
 Utilizing Briscoe Park and the approximately 42.2 acres of City owned property southwest of the park, design and construct an eighteen hole disc golf course featuring lights for night time play, t-boxes, course wayfinding signs and challenging layout, which would attract regional tournaments.



**PROJECT ORIGIN AND JUSTIFICATION**  
 Parks Capital Improvement Recommendations List reviewed and approved annually in February by the Park Board, reviewed and approved by City Council annually in March and found in the Parks and Recreation Master Plan, strategy 4.2.2, adopted by City Council 6-15-2017. Construction of a disc golf course would provide a brand new, progressive amenity to Alvin community members, while attracting regional players which could promote tourism. This location was chosen unanimously by a focus group of 20 local and regional disc golf players and overwhelmingly by an online participant survey at the conclusion of "Disc Golf Day" held on 6/24/2017 where players of all skill level were invited to play three temporary courses throughout the parks system to determine the most favorable location. Alvin City Council previously approved a budget of \$35,000.

**INCREMENTAL OPERATING AND MAINTENANCE COSTS**

Impact on operating budget  No  Yes (See Below)

Fiscal Year	2019	2020	2021	2022	2023
Total Revenue					
Personnel Services					
Operation & Maintenance	\$15,000				
Capital Outlay					
Total Expense	\$15,000				

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
Prelim. Engineering Report	\$15,000		\$15,000						\$15,000
Land/Right of Way									
Design/Surveying	\$4,500		\$4,500						\$4,500
Construction	\$135,000	\$35,000		\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$135,000
Equipment and Furniture	\$121,000			\$24,200	\$24,200	\$24,200	\$24,200	\$24,200	\$121,000
Contingency									
<b>TOTAL COSTS</b>	<b>\$275,500</b>	<b>\$35,000</b>	<b>\$19,500</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$275,500</b>

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2018 ADOPTED BUDGET	PROJECTED THRU 2018	2019	2020	2021	2022	2023	
General Project Fund Revenue		\$35,000	\$19,500						\$19,500
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources <sup>1</sup>	\$275,500			\$51,200	\$51,200	\$51,200	\$51,200	\$51,200	\$256,000
<b>TOTAL SOURCES</b>	<b>\$275,500</b>	<b>\$35,000</b>	<b>\$19,500</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$51,200</b>	<b>\$275,500</b>

<sup>1</sup>Explain & Identify Type of Other Sources: HOT Funds, MOU w/ C&R #3 for grading/dirt work

Project Manager: Parks and Recreation Director



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** City Manager

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider an agreement with Joiner Architects Inc. for planning and design of a new EMS/Fire Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign the agreement upon legal review.

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

**Summary:** The City published Request for Qualifications (RFQ) on January 28, 2018, and February 4, 2018. The City received responses to the RFQ until 4:00 p.m. on Thursday, February 8, 2018.

The City received ten (10) submittals of Statements of Qualifications and Experience. Selected Architectural groups were interviewed during the week of February 19, 2018.

Joiner Architects Inc. is proposed as the architect for the planning and design of the new EMS/Fire Station.

Submittals were evaluated by a Preliminary Evaluation Team which consisted of City Staff Representatives. The criteria used to evaluate the RFQ responses included the following: (not listed in order of importance):

**Qualifications of Firm** - Specifically as they relate to experience on similar projects.

**Team Members** - Related project experience of the firm(s) and the individuals who would be assigned to this Project.

**Resources to Complete Project** - This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.

**Professional References and Quality and Responsiveness of the Submittal**

**Current Capabilities** – the Firm’s capacity to respond (current workload and availability) and the specific services provided by team members regularly that office in facilities located within the greater Houston-Galveston area, with the ability to quickly respond to issues arising during design and construction.

If selected, Joiner Architects Inc will work with a design committee of employees, volunteers and a community member with fire station expertise to perform the following tasks, but not limited to; examine strengths and weaknesses of our existing stations, examine best practices, perform space planning and use, establish design goals, produce options, and construction management. Joiner Architects Inc. is an award-winning firm that specializes in Fire/EMS Stations and municipal facilities. With 40 years of experience, over 150 projects for dozens of cities and municipalities, and maintaining headquarters in Houston, staff recommends an agreement that allows the city to partner with Joiner Architects to begin the process to build a Fire/EMS station.

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

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

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

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**Supporting documents attached:**

- Joiner RFQ
  - Agreement – pending legal review
- 

**Recommendation:** Move to approve agreement with Joiner Architects Inc. for planning and design of a new EMS/Fire Station to replace Fire Station #1 and EMS Station; and authorize the City Manager to sign the agreement upon legal review.

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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

# CITY OF ALVIN

## Alvin Fire Department

REQUEST FOR QUALIFICATIONS  
NEW FIRE/EMS STATION #1

FEBRUARY 8, 2018



Performance Inspired Design // Incomparable Service

**JOINER**  
ARCHITECTS

The Fire/EMS Station *EXPERTS*

Kingwood . League City . 281.359.6401 . [www.joinerarchitects.com](http://www.joinerarchitects.com)

JOINER

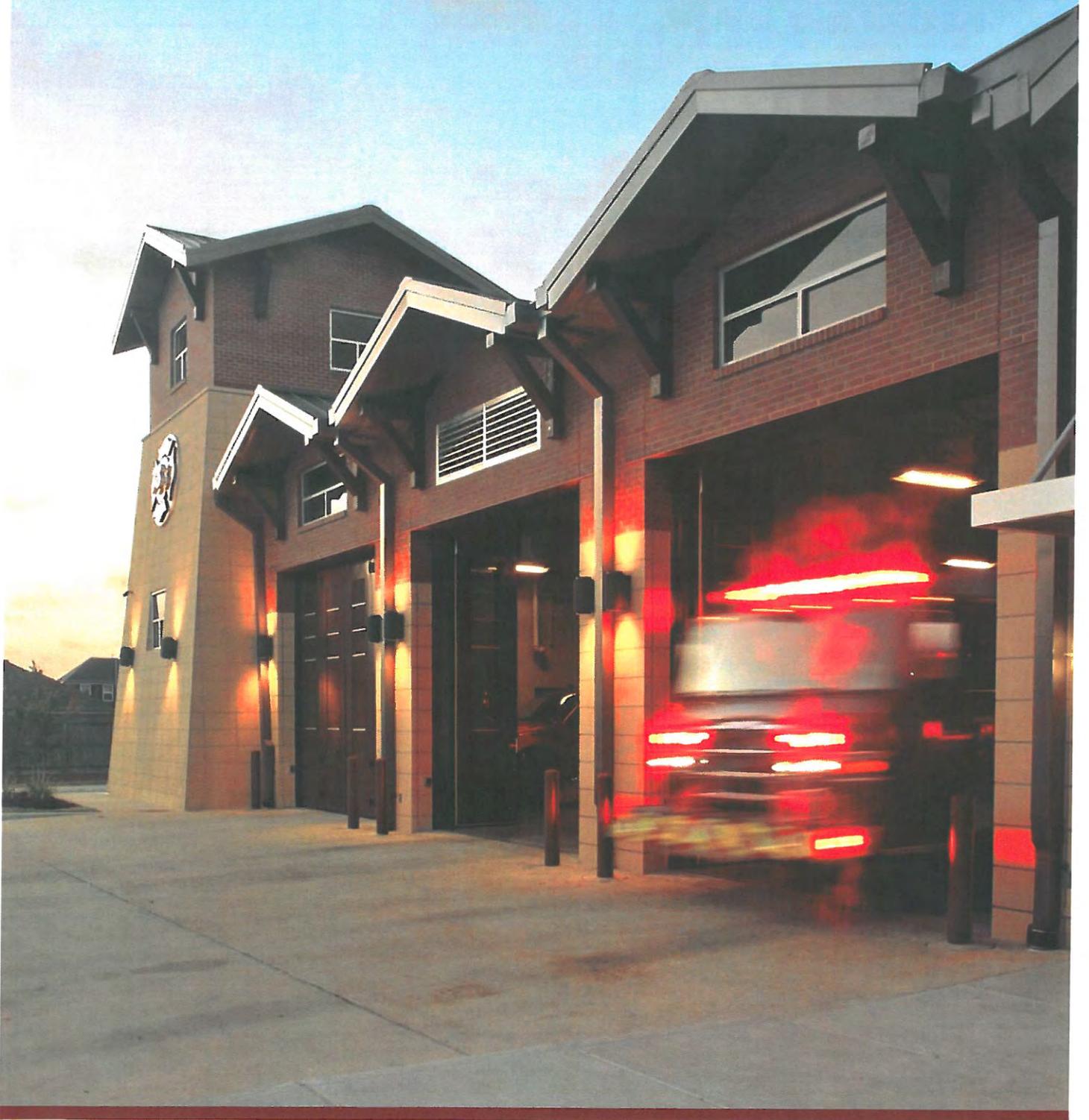


**FIRE 2013**  
**CHIEF**  
**STATIONSTYLE**



In Remembrance of Those  
Who Perished Protecting Us

JOINER



## TABLE OF CONTENTS

### Cover Letter

---

**TAB 1** FIRM INFORMATION AND QUALIFICATIONS 1-7

---

**TAB 2** PROJECT TEAM QUALIFICATIONS 8-12

---

**TAB 3** FIRM EXPERIENCE AND REFERENCES 13-20

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City of Alvin  
Alvin Fire Department  
216 West Sealy  
Alvin, Texas 77511

February 8, 2018

RE: Request for Qualifications for Architectural Services for Planning and Design of a New Fire/EMS Station #1

City of Alvin and Alvin Fire Department,

On behalf of all of us at Joiner Architects, Inc., I would like to personally thank you for the opportunity to submit our firm's qualifications for your upcoming project. We are confident in our ability to successfully complete the design & construction administration of the City of Alvin's Fire/EMS Station #1 and provide a hassle-free process that delivers a quality product within your schedule and defined budget. We maintain this confidence because this is what we do, and here is how we do it:

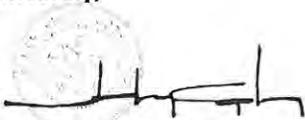
**OUR PEOPLE.** Our firm responds quickly and efficiently to any need that arises. More importantly, that response will come directly from a Joiner Architects firm leader – with direct leadership by managing partners of the firm from pre-design through warranty. Our project leaders and team members have a stake in the success and future of our company, which translates to a personal commitment to do "Whatever it Takes" to ensure the success of your project. We will go above and beyond to meet your needs and be on-site and in meetings whenever you need us.

**OUR EXPERIENCE.** We know we can provide the most durable, cost-effective, functional, and appropriate new facility possible to the City of Pearland because of our firm's 40+ year history of success, during which Joiner Architects has provided professional services for over 1,000 built projects – including 30+ fire station projects in the Greater Houston region in the last 10 years. Our regionally relevant experience includes City of Friendswood's most recent new fire station and The Woodlands Central fire station, which was awarded the Career Gold Design Award from Fire Chief magazine as the top career fire station in the nation in 2013.

**OUR APPROACH.** In short, our approach is to go above and beyond any task before us. This means that we take a true leadership role during the Construction Administration and Warranty phases. It also means we know the project will go well because our drawings and specifications are done well and specific to the project, instead of simply being copied from one project to another. It also means we consistently encourage communication & collaboration from every stakeholder involved in the project.

We stand enthusiastically eager to start on your project, and ready to dedicate our time and resources to the City of Alvin and the Alvin Fire Department.

Sincerely,



**Joby Copley, AIA**

**Partner**

Joiner Architects, Inc.  
700 Rockmead, Suite 265  
Kingwood, Texas 77339

jobyc@joinerarchitects.com :: (281) 359-6401

DRAWING FROM OUR PAST.  
DESIGNING FOR YOUR FUTURE.  
**JOINER.**

## Firm Information

**Years in Business:** 40

### Name and address of each office location:

Houston:

700 Rockmead, Suite 265

Kingwood, TX 77339

League City:

2600 S. Shore Blvd., Suite 300

League City, TX 77573

**Structure:** Corporation

**License:** State of Texas, 1977

### Names & Title of Officers:

Scott Brady, Partner

Joby Copley, Partner

Chad Joiner, Partner

### Company Trade Organizations/Associations/Affiliations:

AIA – American Institute of Architects

LEED – Leadership in Energy and Environmental Design

USGBC – United States Green Building Council

SAFE-D – Texas Association of Fire & Emergency Districts

FIREHOUSE

Mutual Aid International

ASID – American Society of Interior Designers

IIDA – International Interior Designers Association



## FIRM BEST PRACTICES

### OUR APPROACH TO DELIVER ON YOUR NEEDS

From Kingwood or League City, Joiner Architects has succeeded with client satisfaction and meeting/site presence for dozens of facilities located outside of the Houston area, including Huntsville, Texas, Crandall, Texas and Corpus Christi, Texas. We believe that this is your project and should be designed as you envision. Joiner Architects wants to share our knowledge with you through a collaborative effort that allows you, the owner, to truly be the designer of your project. In this process, we become the facilitator and discoverer rather than the dictator. We believe the City of Alvin deserves an architect who will go above and beyond minimal requirements of the contract and take a true project/team management role.

To ensure the success of your New Fire/EMS Station #1, Joiner Architects will coordinate with the City of Alvin's Design Team to utilize a Project Kick-off and Program Development phase to develop a detailed project schedule/responsibility matrix that will serve as an anchor and a driver of all subsequent project meetings. The project schedule will outline all the activities and responsibilities with timeframes for all parties of the Project Team (City Administration, A/E Team, and Contractor) This step in scheduling is the most important and helps drive the partnering process.

At the onset of each project, Joiner Architects identifies the most important aspects of the project to help focus our design efforts. Our experience provides an excellent track record for keeping our projects in budget, both in design and in construction, utilizing the Competitive Sealed Proposal and Construction Manager-at-risk delivery methods, both of which we are very familiar. We also utilize a Master Specification which implements the Owner's Design Standards as part of this document, and is used as a valuable resource to enhance quality control within the Project Manual and Specifications. Through these exercises, Joiner Architects, Inc. and its consultants have prepared numerous quality Construction Documents, which help prevent cost-overruns during the bidding process. We will be onsite for every project meeting and critical constructions inspection – as well as whenever a construction challenge that would benefit from our visit.

Since the firm's beginning in 1977, Joiner Architects, Inc. has continually developed a project review manual that contains a checklist for all phases of a project: Programming, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration and Warranty. These checklists are continually referenced during each phase of the project to ensure quality control. During the Construction Document phase, review sets are printed at 50%, 75%, and 95% which include all disciplines so that coordination between each discipline can occur. Our office has regular quality control review meetings with each of the discipline consultants to **clarify the documents and eliminate unnecessary items or confusion that may lead to inflated pricing** when bids are submitted.

**FIRM BEST PRACTICES: CRITICAL ISSUES**

The following are some the critical issues to be addressed as part of the City's Design/Construction and Oversight of the new Fire/EMS Station #1. For each issue listed, we have provided our relevant experience and approach:

✓ *Provide enough space for current & future needs for a highly functional and safe Fire/EMS Station*

At Joiner Architects, we understand what it takes to design a New Fire/EMS Station because we have done it successfully and for a long time – as well as recently. In addition, we understand that a New Fire/EMS Station for the City of Alvin will not be identical to a Fire Station for The Woodlands or League City, so we work together with Fire Chiefs, Captains, City Administrators, and end-users to gather input, assess deficiencies, establish needs & goals, and create flexible and varied design options that allow our clients to visualize how their facility might be transformed. Additionally, we provide digital renderings and animated walk-throughs of interior spaces so that our clients can spatially understand the impact of various design alternatives. Below are images from interior renderings and walk-throughs generated for some of our municipal clients.



✓ *Avoid costly change orders*

We have a strong history of issuing exactly one change order for each municipal project – a credit back to the owner at the end of a successfully completed project under budget.

Much like Fire and Public Safety, fiscal responsibility is everyone's responsibility – including design team members, facilities personnel, administrators, and contractors. Despite this reality, we feel strongly that most of the responsibility to produce lasting, comfortable, and effective public safety environments – within the project budget – falls directly to the Architect. We take that responsibility gladly and confidently, knowing that through 40 years and over 200 municipal projects, we know what it takes to create an accurate budget, adhere to it diligently, and take necessary actions to curb any unforeseen budget creep. As part of the Design and Oversight for the City of Alvin, we will provide various design options with matching cost estimates.

(CONTINUED NEXT PAGE)

✓ *Avoid costly change orders (continued) COST ESTIMATING PROCEDURES*

We also feel strongly that the time to discuss budget is before and during design, not at the bid opening when it is too late to make efficient cost revisions. Joiner Architects monitors price fluctuations in the marketplace to accurately prepare budgets for our clients. We also work closely with contractors and subcontractors to stay abreast of market conditions and the overall bidding environment. We utilize the resources offered by the local AGC to analyze cost fluctuations and intensity of the construction market. Our office also reflects on the bidding history of similar projects in our office.

For example, a similar size project that bid 6-12 months prior can be inflated by the projected inflation rate to get a very close proximity of the new estimated cost. We update the estimated budget several times throughout the course of the design and construction document process. This is especially important if it is learned that a particular category is experiencing rapid fluctuation in the market place. For example, steel prices were recently rising @ 3% - 4% per month, which can quickly increase the estimated budget over a four to six month time period. Additionally, Joiner Architects maintains a cost database for public safety facilities that are constructed in the Greater Houston Area. This database is used to establish accurate cost estimates based on current conditions.

✓ *Move Fast and Keep Project on Schedule – While providing Quality Assurance*

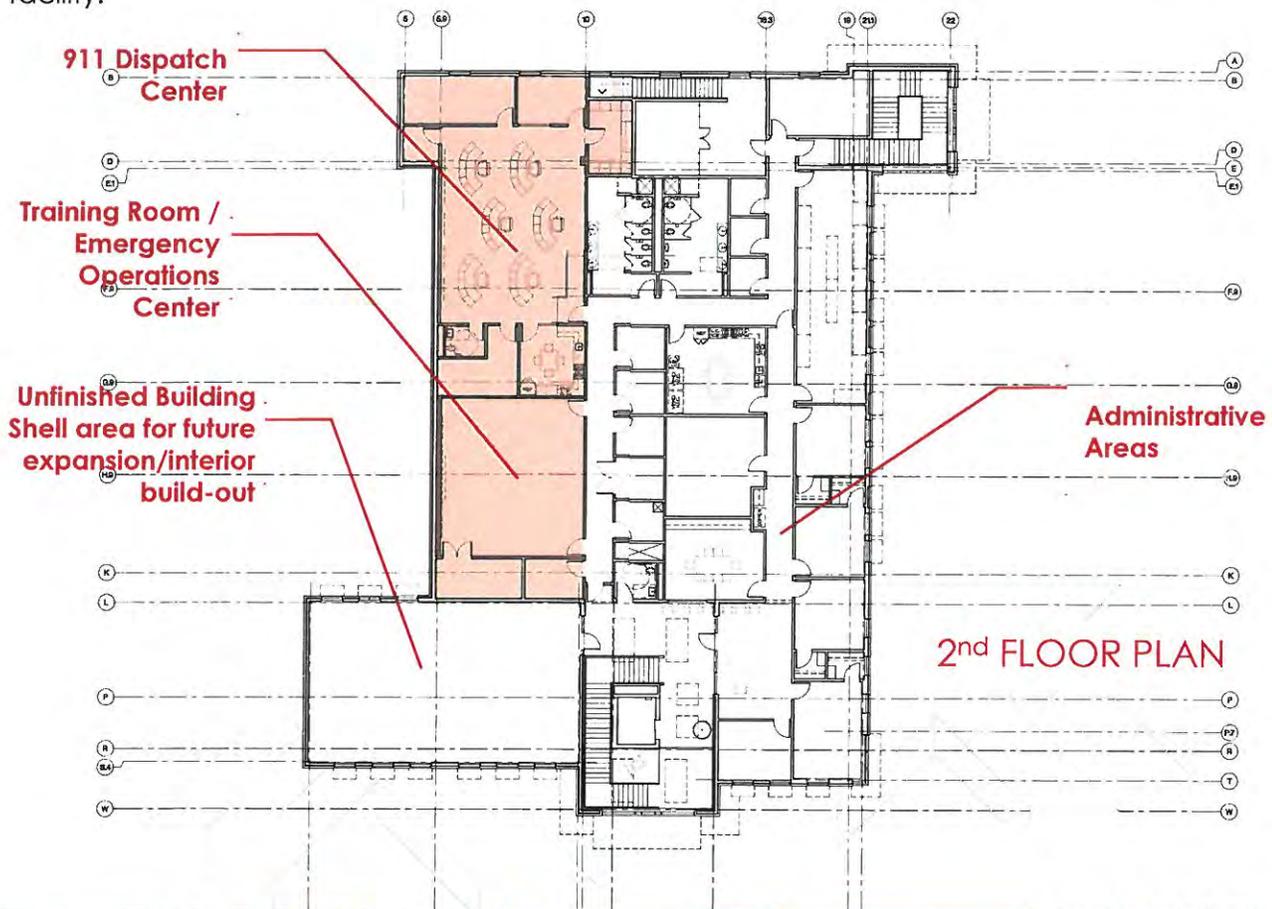
We are willing and ready with available expertise, personnel and resources to dive into the Design and Oversight of your Fire/EMS Station #1 as soon as you will allow us to. We have a strong reputation and flawless track record for completing municipal-type projects within the project schedule. To ensure the Fire/EMS Station #1 is a success, Joiner Architects will collaborate with the City's Design Team to utilize a Project Kick-off & Program Development phase to develop a detailed project schedule/responsibility matrix that will serve as an anchor and a driver of all subsequent project meetings. The project schedule will outline all the activities and responsibilities with timeframes for all parties of the Project Team (Owner, A/E Team, and Contractor). This will cover all the timeframe from the awarding of contracts to owner occupancy. This step in scheduling is the most important and helps drive the partnering process.

Through collaboration with the members of the design team, Joiner Architects will provide a checklist of items needed to be accomplished by each party and add items particular to this project, including determination of structural capacity, site easements and conditions, and logistics during construction. Duties will be agreed upon and timeframes for accomplishment will be decided upon. Responsibilities, dates, and consistent meetings will make sure drawings, budgets, selections, funding and permitting are ready for construction.



✓ *Understand Needs related to combination Training/EOC rooms*

We have provided professional design and construction administration services on numerous combination Training Rooms/Emergency Operations Centers. The key aspects with these types of spaces are 1) separate, controlled access at different times of day and night to diverse populations, and 2) sizing the space appropriately to accommodate both community functions and department training sessions, as well as housing City Administrators and Emergency Personal during an emergency event. One recent example that we designed is the Central Fire Station for The Woodlands Township, which houses both a regional Dispatch office as well as a combination Training Room/EOC on the 2<sup>nd</sup> Floor. Below are plans and images from this nationally-acclaimed facility:



## ✓ *Understanding the Changing Needs of 21<sup>st</sup>-Century Fire Facilities*

Today's Fire Station and EMS facilities must address the emotional and physical needs of personnel by providing healthy and comfortable environments for a variety of activities and moments of relaxation. In this regard, a Fire Station including facilities for a Fire department and a EMS department are being designed with large commercial kitchens, exercise facilities, timeout rooms, and dayrooms. We have been at the forefront of this trend over the last decade – below are some images from some of our recent emergency response facilities that provide such spaces:



## ✓ *Providing Building Additions consistent Emergency Wind Rating*

We are Houston's leader in Emergency Response Facility design, and all of our Fire Stations, 9-1-1 Dispatch Centers, Emergency Operations Centers, EMS Stations and Police Stations are designed to withstand at a minimum Category 3 Hurricane Winds.

### ✓ *Communication and Resources*

We believe that this is your project and should be designed as you envision. We don't come to the table with pre-conceived notions of stylistic preferences, but rather we come equipped with years of expertise and knowledge gained from a variety of diverse municipal projects. We want to share our knowledge with you through a collaborative effort that allows you, the owner, to truly be the designer of your project. In this process, we become the facilitator and the discover rather than the dictator.

We believe the City of Alvin deserves an architect who will go above and beyond minimal requirements of the contract and take on a true project/team management role. The City deserves copious documentation of all design phases of the project – and the City deserves that documentation to be timely, accessible, and consistent with the City's standards and software.

Our firm is simply organized with firm leaders acting as true project leaders on a day-to-day basis, rather than as figureheads.

### ✓ *Representing the City of Alvin's Best Interests*

In looking out for our client's best interests, we produce designs with various options – both those that improve quality/amenity as well as those that decrease cost. We also recognize that long-term maintenance and energy costs can be just as important to the City of Alvin as construction costs. Sustainable design is more than just an effort to protect the natural environment – it is a way to sustain the well-being of the community and to sustain the financial assets of our clients. By implementing design practices that integrate natural daylight, focus on indoor air quality, utilize durable building materials, and promote flexible future adaptations, we are designing for a future that is healthier for building occupants and more cost efficient over time for building owners.

Our team will be on-site to inspect the work in progress and witness key installation components, such as underground utilities, concrete placement, and other required components. All M/E/P systems shall be reviewed for compliance at various states throughout construction, further ensuring that the City of Alvin receives a quality product.

In addition to these regular progress site-visits and pre-determined inspection visits for specifically important installation and construction items, Joiner Architects will be on-site whenever necessary – without delay.

As a unique aspect of our firm's services, we provide dedicated warranty administration, led by firm partner and Director of Construction, Chad Joiner, all as part of our basic services. With some of our long-term clients, Chad has been able to successfully resolve warranty concerns well after the conclusion of the contractual warranty period. Our goal is to build a long-term relationship with the City of Alvin.

## JOINER Project Management Team

Project Management duties for the subject project will consist of firm CEO Carl Joiner as team advisor, firm partner Joby Copley as Lead Architect and Project Delivery Coordinator, and firm partner Chad Joiner overseeing Construction, with all three working together with the City of Alvin for the design and construction oversight of the facility. Chad, in particular, as director of construction, will frequently be onsite before, during, and after construction to ensure quality, understand interface of the new and existing building portions, and further establish client needs. Below are the qualifications of each of the members of our proposed team.

### **Project Executive: Carl A. Joiner, AIA** JOINER Firm CEO

Carl has over 40 years of municipal and fire/ems design experience, including as project manager for Award-Winning educational facilities in each of the last 4 decades. Much of the municipal and educational work completed by Mr. Joiner has been modifications to existing facilities.



### **Project Architect: Joby Copley, AIA** JOINER Firm Partner

Joby graduated with his Architecture Degree *Magna Cum Laude* from the University of Houston, and has been designing Fire and EMS facilities with Joiner Architects for over 20 years. His recent experience includes the Community VFD Training and EMS Facility, the City of Tomball Fire Station 5, the City of Friendswood Fire Station 1, and the Sheldon VFD Fire Station 2.



### **Director of Construction: Chad Joiner, ITI, CBI, LEED** JOINER Firm Partner

A certified building inspector, Chad will take a hands-on roll during the Construction Administration and Warranty phases of the project to ensure a quality end-product. Chad will attend project meetings and be on-site frequently to serve with the project manager as liaison between the General Contractor & the City of Alvin, protecting the City's best interests. He will help coordinate contractor questions and issues to ensure quick and thorough answers. He will be the one responsible to coordinate site inspections, review shop drawings and coordinate construction related questions with our consultants. Once the project is complete, he will follow the project throughout the one year warranty period and coordinate all warranty issues and confirm they have been addressed. With some of our long term clients, he has successfully resolved warranty issues many years post-construction.



### **Project Executive: Scott Brady** JOINER Firm Partner

Scott serves as a Senior Project Manager for many projects in our office, and he takes a hands-on approach to problem solving – especially for addition/renovation work with existing facilities. Scott's experience with the design of prominent municipal buildings such as the restoration of historic Charles Bender High School for the City of Humble and educational buildings such as the remodel of Cy-Fair High School, and the addition/renovation of the Applied Technology building at Lone Star College-North Harris will be an invaluable resource to the City.



### **Interior Design/Space Planning: Colene Joiner, ASID, IIDA** JOINER Executive

Colene is an award-winning Interior Designer with over 30 years of experience. She has performed interior design services for each major project that Joiner Architects has completed. Her credentials also include serving as the President of the local chapter of the American Society of Interior Designers (ASID) heavily involved in the International Interior Design Association (IIDA). Colene will coordinate all facility finish materials alongside the City of Alvin.





## **Joby Copley, AIA** PARTNER / PROJECT ARCHITECT

### **Level of Commitment**

Joby will serve as the Project Architect and lead the team from programming and design through all phases including master planning, programming, schematic design, design development, executing the construction documents, bidding and construction administration. Joby has designed and managed over 20 fire station/EMS projects at Joiner Architects. He has a wealth of award-winning design experience for various project types. Joby will oversee the day-to-day operation of the project and he will be the point of contact on this project. Also, during bidding and construction, he will oversee paperwork, processes shop drawings and coordinate site observations.

### **Relevant Experience (Partial)**

- ESD 1 EMS Stations #92 & #94
- Community VFD Training & EMS Facility
- Eastex Fire Stations #16 & #36
- City of Friendswood, Fire Stations #1 & #4
- Sheldon Fire Station & Training Facility
- Tomball Fire Station #5
- Cypress Creek Fire Station #21
- Community VFD Fire Station #1
- West I-10 Fire Station #5
- Seabrook Fire Station #1
- Champions Area VFD Fire Station
- Community VFD Fire Station #3
- ESD 100 Fire Training Center
- Klein ISD Police Station
- Harris Co. Precinct 4 Courthouse / Police Station
- Cypress Creek EMS Emergency Operations Center
- Conroe Emergency Operations Center
- Cleveland City Hall
- Cleveland Civic Center

**Years Experience: 20**  
**Years with firm: 20**

### **Education**

University of Houston  
BA/2005/Architecture  
Magna Cum Laude

Art Institute of Houston  
AAS/1996/CADD  
Honors Graduate

### **Registration**

Registered Architect, Texas  
(Registration No. 23339)

### **References**

- OWNER: Roger Brown, Assistant Superintendent, Humble ISD (281-641-1000)
- CONSULTANT: Brian Jenkins, Partner, Jones & Carter (281-635-4383)
- CONTRACTOR: David Rowe, CEO, Durotech (281-558-6892)



## **Chad A. Joiner, ITI, CBI, LEED** PARTNER/DIRECTOR OF CONSTRUCTION

### **Project Role**

Chad will be very active in the construction and warranty phases of the project. He will help coordinate contractor questions and issues to assure quick and thorough answers. He will be the one responsible to coordinate site inspections, including those for our consultants. Once the project is complete, he will follow the project throughout the one year warranty period and coordinate all warranty issues and confirm they have been addressed. With many of our long term clients, Chad has successfully resolved warranty issues many years after construction was complete.

### **Relevant Experience (Partial)**

- ESD 1 EMS Stations #92 and #94
- Community VFD Training and EMS Facility
- Eastex Fire Stations #16 and #36
- City of Friendswood Fire Station #1 and #4
- Sheldon Fire Station and Training Facility
- The Woodlands Fire Stations #1, 2, 6, 7, 8
- Hedwig Village Fire Station Addition
- Cypress Creek Fire Stations # 21, 22, 23, 24
- Community VFD Fire Station #1, 2, 3
- Atascocita Fire Stations #1, 3 and Admin Building
- Crosby Fire Station #1, 2
- Tomball Fire Station #2, #5
- Seabrook Fire Station #1
- Pearland Fire Station #6
- Cypress Creek EMS/Dispatch/Training Facility
- Woodlands VFD Training Center
- Huntsville North East Fire Station
- Cypress Creek EMS Station #80
- Harris County ESD 10 Fire Stations #26, 91

**Years Experience: 17**  
**Years with firm: 15**

### **Education**

University of Kansas  
BGS/1999/Sociology & Criminology

### **Certification**

ITA – Certified Building Inspector

### **Awards**

MHI Superintendent of the Year, 2000

### **References**

- OWNER: Dr. Steve Head, Chancellor, Lone Star College System (832-813-6728)
- CONSULTANT: William Park, Civil Engineer, Jones & Carter (281-635-4383)
- CONTRACTOR: David Rowe, CEO, Durotech (281-558-6892)



## Scott C. Brady

PARTNER / PROJECT EXECUTIVE

### Project Role

Scott will aid the team and serve as in-house advisor on day-to-day issues and construction methods, and assist coordination of work between the design disciplines. Scott has 25 years of experience dedicated to Municipal, K-12 and Higher Educational design.

**Years Experience: 25**  
**Years with firm: 9**

### Education

UNIVERSITY of HOUSTON  
BA/1991/Architecture

### Experience

1994-2006 Associate – PBK Architects  
1991-1994 RWS Architects, Inc.

### Community / Professional

- Rotary Club of East Montgomery County  
Past President
- Humble ISD Education Foundation, Member  
Past Director
- CEFPI (Council of Educational Facility  
Planners International)
- East Montgomery County Chamber of  
Commerce (Board of Directors), Past Chair
- Lake Houston Chamber of Commerce  
(Board of Directors)
- Lake Houston YMCA  
(Board of Directors)
- Kingwood Medical Center  
(Board of Directors)

### Relevant Education Experience (Partial)

- City of Humble, Historic Bender High School
- Cypress Springs High School
- The Woodlands High School
- Port Neches High School Addition/Renovation
- Cinco Ranch High School – Katy ISD
- Katy High School Additions/Renovations – Katy ISD
- New Auditorium at Terry High School
- Cy-Fair High School Addition/Renovation
- New Cloughton Middle School
- New Burchett Elementary School
- New Clute Middle School
- New Network Operations Center
- District-Wide Technology Expansion – CFISD
- New Elementary School – Brownsville ISD
- Gleason Elementary School
- Willis High School
- NHMCC – The Woodlands Campus
- New Pearland High School
- New Elementary School (Hitchcock ISD)
- New Student Services Center (LSC – N. Harris)
- Fine Arts Addition/Renovation (LSC – N. Harris)
- Applied Tech Addition/Renovation (LSC – N. Harris)
- Athletics Improvements & Fieldhouse (Hitchcock ISD)
- New High School (Hitchcock ISD)
- Lynn Lucas Middle School Add./Reno. (Willis ISD)
- Middle School Renovations (Humble ISD)

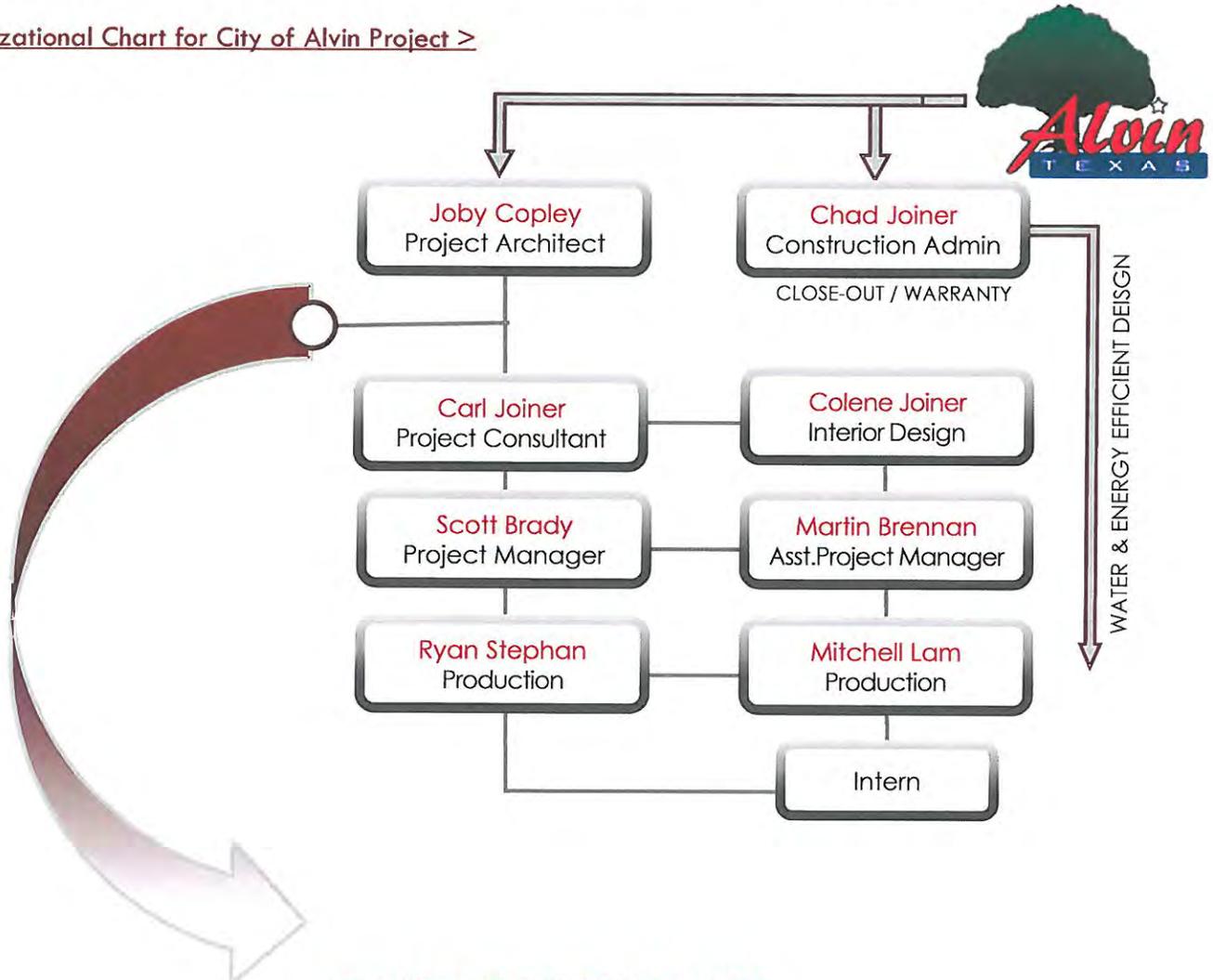
### References

- OWNER: Roger Brown, Assistant Superintendent, Humble ISD (281-641-1000)
- CONSULTANT: Brian Jenkins, M/E/P Engineer, DBR (713-914-0888)
- CONTRACTOR: David Tennes, Superintendent, Linbeck (713-621-2350)



**KEY PERSONNEL & RESPONSIBILITIES** (please refer to resumes for detailed qualifications)

Organizational Chart for City of Alvin Project >



**JOINER CONSULTANTS**

**PRD**  
LAND DEVELOPMENT SERVICES  
CIVIL ENGINEER  
Trent Perez

**MATRIX**  
STRUCTURAL ENGINEERS  
STRUCTURAL ENGINEER  
(Texas H.U.B.)

**DBR**  
ENGINEERING CONSULTANTS  
M/E/P ENGINEER



## Fire/EMS Station Projects designed/completed the last 7 years:

- Atascocita Fire Department – **Fire Station No. 1**
- Atascocita Fire Department – **Fire Station No. 3**
- Atascocita Fire Department – **Training Center**
- Community Fire Department – **Fire Station No. 2**
- Community Fire Department – **Fire Station No. 3**
- Crosby Fire Department – **Fire Station No. 1**
- Crosby Fire Department – **Fire Station No. 2**
- Cypress Creek Fire Department – **Fire Station No. 22**
- Cypress Creek Fire Department – **Fire Station No. 23**
- Champions Fire Department – **Fire Station No. 1**
- Eastex Fire Department – **Fire Station No. 26**
- Northeast Fire and Rescue – **Fire Station No. 92**
- Huntsville Fire Department – **Fire Station No. 4**
- Pearland Fire Department – **Fire Station No. 6**
- Tomball Fire Department – **Fire Station No. 5**
- The Woodlands Fire Department – **Fire Station No. 1**
- The Woodlands Fire Department – **Fire Station No. 6**
- The Woodlands Fire Department – **Fire Station No. 7**
- The Woodlands Fire Department – **Fire Station No. 8**

## Current Fire/EMS Station Projects in design/construction:

- League City Fire Department – **Fire Training Expansion**
- Sheldon Fire Department – **Fire Station and Training Facility**
- Texas City Fire Department – **Fire Training Facility**
- Friendswood Fire Department – **Fire Station No. 1**
- Friendswood Fire Department – **Fire Station No. 4**
- Eastex Fire Department – **Fire Station No. 16**
- Eastex Fire Department – **Fire Station No. 36**
- Harris County Emergency Services District No. 1 – **EMS Station No. 92**
- Harris County Emergency Services District No. 1 – **EMS Station No. 94 Fire &**
- City of Crandall – **Police Station**
- City of Tomball – **Fire Station No. 4**
- Community Fire Department – **Fire Training Field**

## Atascocita Fire Department FIRE STATION # 1

**Client Reference:** Matt Adelman, 281-852-2181, madelman@avfd.com

**Project Description:** This 15,560 Square-Foot, 2-story station will provide 5 apparatus bays, exercise gym, multi-purpose/training areas, oversized dayroom, and a slide for quick access from 2nd to 1st floor. Plan also includes fire station standard emergency generator and communication tower.

Design team worked with the fire department and the emergency services district to explore various aesthetic and design options for a small area site. Design was required to meet restrictions of local homeowners association, as well as fit in with the Department's other recent fire station designs (also done by Joiner).

**Completion of Construction:** 2015

**Initial Construction Value:** \$5.46 Million

**Final Construction Value:** \$5.46 Million



## The Woodlands Fire Department CENTRAL STATION

**Client Reference:** Alan Benson, 281-367-3444, Abenson@thewoodlandstowship-tx.gov

**Project Description:** This national-award-winning 26,600 Square-Foot flagship station for The Woodlands is a combination facility housing Fire & EMS responders, a 9-1-1 regional dispatch, a flexible training room/emergency operations center, administrative office for the Township, offices for the Fire Marshal, and exercise room. State-of-the-art aspects of the facility include digitally programmed and updatable technology & lighting infrastructure.

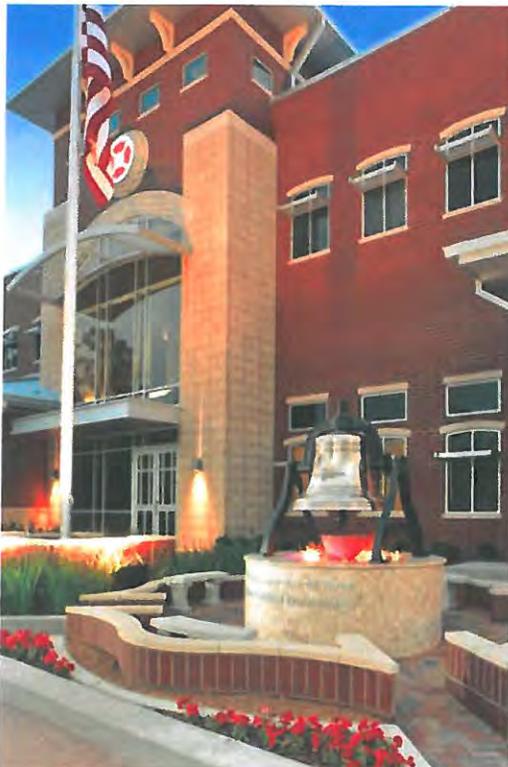
The project also contains a public plaza area with a monument honoring public service, which is comprised of a reclaimed 1907 bell, representing the Last Alarm; cascading water, representing fire-service resources; and a submerged flame that emanates from the water, representing the struggle to rid America of unwanted events.

The 2-story station's design was the result of a collaboration with community members and the Township's design review committee, through various iterations and options that were analyzed through detailed digital modeling. While not LEED certified, this building includes features that would satisfy the threshold of LEED certification, had the client pursued it. Joiner Architects has served as architect for 6 different facilities for The Woodlands Fire Department, including development of a fire station prototype that has been employed for three different fire stations -- each with a unique exterior aesthetic responding to its surroundings. This prototype has resulted in planning and operational efficiencies for the Township. Through each of these projects, Joiner Architects has developed the facilities while maintaining strict adherence to the Township's forest preservation guidelines.

**Completion of Construction:** 2013

**Initial Construction Value:** \$7.1 Million

**Final Construction Value:** \$7.1 Million



## Cypress Creek Fire Department FIRE STATION #23

**Client Reference:** Richard Lieder, 281-894-0151, richard.lieder@ccvfd.com

**Project Description:** Station 23 provides a 4-bay facility with large, open dayroom / kitchen / dining area and centrally-located training room. A blend of complementary building materials provides a durable and attractive design solution.

The energy-efficient design solution includes a completely sealed building envelope through the application of polycynene foam-in-place insulation in the roof and wall assemblies, which results in minimum R40 and R30 insulation values, respectively. In addition to enhancing building comfort, the insulation system, low-e glazing system, and enhanced mechanical automation system also significantly reduce the facility's cooling costs.

**Completion of Construction:** 2012

**Initial Construction Value:** \$3.90 Million

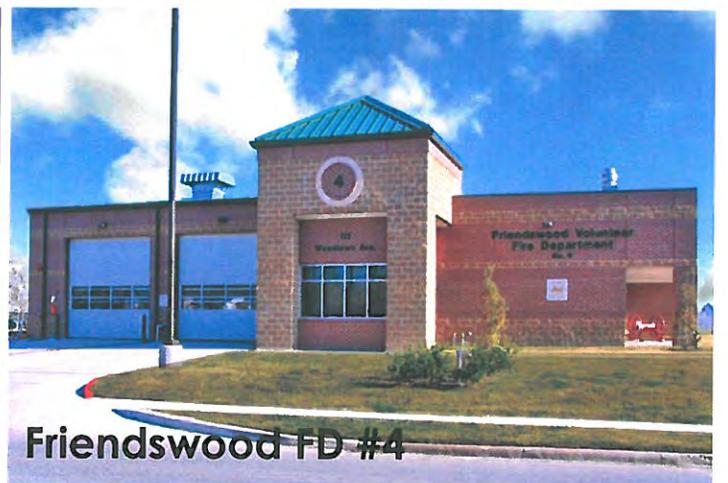
**Final Construction Value:** \$3.90 Million



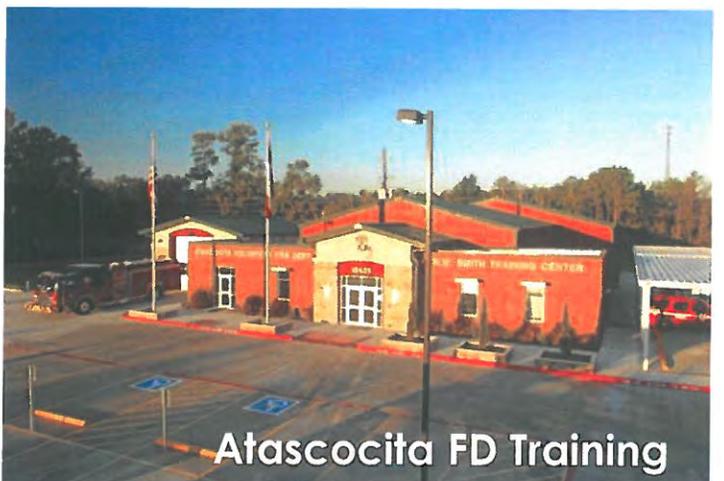
## Additional Current Fire Station Projects



## Additional Recent Fire Station Projects



## Additional Recent Fire Station Projects



Atascocita FD #3

Community Training Center



## Municipal References:

### City of Friendswood

Kevin Holland Mayor of Friendswood	City Hall:	281.996.3270	
	Email:		mwelsh@ci.friendswood.tx.us
Roger Roecker City Manager	Phone:	281.996.3250	
	Fax:		281.482.3722
	Email:		fwdcity@friendswood.com

### City of Humble

Darrell Boeske City Manager	Phone:	281.446.3061	
	Fax:		281.446.7843
	Email:		dboeske@cityofhumble.net

## Fire Department References:

1. Department Name: The Woodlands Township  
 Contact Person: Alan Benson  
 Title: Fire Chief  
 Phone Number: 281.367.3444, 281.541.2836 Email: Abenson@thewoodlandstowship-tx.gov  
 Project Details: Multiple New Fire Stations, 2011-2013  
\$7.1 Million, \$3.35 Million, \$2.47 Million
  
2. Department Name: Friendswood  
 Contact Person: Greg Otto  
 Title: Vice President & Lieutenant  
 Phone Number: 281.996.3360 (Business Office), 281.992.9494 (Station Two)  
 Email: otto@ottovation.com  
 Project Details: 2015-2017, \$6.1 Million
  
3. Department Name: Tomball Fire Department  
 Contact Person: Randy Parr  
 Title: Fire Chief  
 Phone Number: 281.351.7101(Office), 281.924.3324 Email rparr@ci.tomball.tx.us  
 Project Details: \_\_\_\_\_
  
4. Department Name: Atascocita Fire Department  
 Contact Person: Mike Mulligan  
 Title: Fire Chief  
 Phone Number: 281.731.6896 Email mmulligan@avfd.com  
 Project Details: Rebuild Station, New Station, Renovations, 2013-2015



# AGENDA COMMENTARY

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**Meeting Date:** 3/15/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider termination of contract with McCrory CTI Services and award of bid to L.G. & G. Construction, Inc., the second lowest bidder, for the 2017 Sidewalk Project in an amount not to exceed \$307,527; and authorize the City Manager to sign the contract upon legal review.

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

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**Summary:** On October 19, 2017, City Council approved a bid award to McCrory CTI Services (the low bidder), for the 2017 Sidewalk Project. Staff recommended the award of bid to McCrory CTI Services based on a reference check which included a company that McCrory had worked as a subcontractor for, a bank that they were currently performing work for, and a property development company that they had performed several jobs for in the past. All previous project references stated that they were pleased with the work performed by McCrory CTI Services and would hire them again. McCrory CTI Services began construction on January 3, 2018, along the Willis Street portion of the project. However, due to the reasons as outlined in the Notice of Termination Letter dated February 28, 2018 from the City Attorney (attached hereto), the contract with McCrory CTI Services has been terminated.

In order to complete the project Staff recommends approval of an award of bid to L.G. & G. Construction, Inc., the second low bidder, from the original bid that was opened on September 12, 2017. L.G. & G. has done numerous projects for the City of Alvin, the most recent being the 2016 Downtown Sidewalk Project. Staff has been highly satisfied with all previous work performed by L.G. & G. Construction, Inc.

Project Budget: \$325,000

Contract Amount: \$279,570

10% Contingency: \$ 27,957

**Total Amount: \$307,527**

Part 1 of the 2017 Sidewalk Project consists of the continuation of a multiphase project to provide adequate pedestrian access throughout the historic downtown Alvin area. *Brick paver sidewalks* will be installed in compliance with the Americans with Disabilities Act (ADA) requirements and match the existing decorative sidewalks in the area. Specific project locations include: Gordon Street (new sidewalk, west side, in front of Kibbe Realty), Sealy Street (replacement sidewalk, south side, between Gordon and Hardie), and Hardie Street (replacement sidewalk, east side, mid-block to Sealy).

Part 2 of the 2017 Sidewalk Project consists of the installation of *concrete sidewalks* to provide adequate pedestrian access in areas of downtown where pedestrians are frequently observed. Specific project locations include: Willis Street (new sidewalk, south side, between Second Street and Hood Street), Second Street (new

sidewalk, west side, between Willis Street and the Mustang Bayou Bridge), and E. House Street (connecting sidewalk, north side, between Legion Road and Tovrea Road).

The attached Bid Tabulation is broken down by work location for ease of project management/invoicing during construction and does not correspond with project divisions Parts 1 and 2.

The project is scheduled to continue, as soon as possible, and has a construction time of 90 calendar days.

Staff recommends official termination of the contract with McCrory CTI Services and approval of the contract with L.G. & G. Construction, Inc.

New sidewalks planned for FY 2018 (2018 Sidewalk Project) include Pearson Road (east side, between Johnson St. and FM 1462), Durant St. (west side, between Adoue St. and Sealy St.), Tovrea Road (east side, between Delta Dr. and Highway 6), Willis St. (north side, between Gordon St. and Hardie St.), Gordon St. (east side, between South St. and Mustang Rd.), and Depot Centre Blvd. (east side, between Sidnor St. and the Depot).

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

**Funding Account:**  312-5501-00-9014  **Amount:**  \$307,527  **1295 Form Required?** Yes  X  No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required  X  **Date Completed:**  3/8/2018 SLH

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**Supporting documents attached:**

- Bid Tabulation
  - Notice of Termination Letter- McCrory CTI Services
  - Project Location Map
- 

**Recommendation:** Move to terminate contract with McCrory CTI Services for award bid to L.G. & G. Construction, Inc., the second lowest bidder, for the 2017 Sidewalk Project in an amount not to exceed \$307,527; and authorize the City Manager to sign the contract upon legal review.

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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

**2017 SIDEWALK PROJECT - BID TABULATION**

Willis Street - Section "A"				McCroy-CTI Services		LG&G Construction, Inc.		Arriba Construction LLC		Tex-Con Construction Services LLC		Tandem Services,LLC		Vaca Underground Utilities, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00
2	6" Reinforced Concrete Driveway & Apron	S.Y.	639	\$54.00	\$34,506.00	\$55.00	\$35,145.00	\$80.83	\$51,650.37	\$74.00	\$47,286.00	\$64.00	\$40,896.00	\$100.00	\$63,900.00
3	4" Reinforced Concrete Sidewalk	S.Y.	567	\$49.50	\$28,066.50	\$45.00	\$25,515.00	\$50.00	\$28,350.00	\$45.00	\$25,515.00	\$49.50	\$28,066.50	\$80.00	\$45,360.00
4	Mobilization	L.S.	1	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Barrier Free Concrete Single Ramp	EA	14	\$120.00	\$1,680.00	\$1,400.00	\$19,600.00	\$600.00	\$8,400.00	\$1,000.00	\$14,000.00	\$800.00	\$11,200.00	\$1,800.00	\$25,200.00
6	8" Thermal Plastic Marking White	L.F.	339	\$1.25	\$423.75	\$10.00	\$3,390.00	\$4.50	\$1,525.50	\$4.00	\$1,356.00	\$2.00	\$678.00	\$4.00	\$1,356.00
7	Asphalt/Concrete Saw Cut	L.F.	100	\$10.00	\$1,000.00	\$5.00	\$500.00	\$5.00	\$500.00	\$5.00	\$500.00	\$8.00	\$800.00	\$15.00	\$1,500.00
8	St. Augustine Solid Sod	S.Y.	500	\$4.52	\$2,260.00	\$5.00	\$2,500.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$6.00	\$3,000.00
9	4' X 4' Storm Junction Box	EA	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$3,200.00	\$3,200.00
10	Adjust Cleanout box to Grade	EA	4	\$450.00	\$1,800.00	\$300.00	\$1,200.00	\$150.00	\$600.00	\$200.00	\$800.00	\$800.00	\$3,200.00	\$100.00	\$400.00
11	24" Thermal Plastic Pavement Marking White	L.F.	73	\$6.00	\$438.00	\$20.00	\$1,460.00	\$9.00	\$657.00	\$11.70	\$854.10	\$9.00	\$657.00	\$8.00	\$584.00
12	8" PVC Pipe	L.F.	6	\$50.00	\$300.00	\$15.00	\$90.00	\$40.00	\$240.00	\$50.00	\$300.00	\$50.00	\$300.00	\$40.00	\$240.00
13	Remove & Replace 4" Concrete Sidewalk	S.Y.	53	\$40.00	\$2,120.00	\$65.00	\$3,445.00	\$70.00	\$3,710.00	\$60.00	\$3,180.00	\$59.00	\$3,127.00	\$100.00	\$5,300.00
14	12" Reinforced Concrete Pipe	L.F.	33	\$52.00	\$1,716.00	\$85.00	\$2,805.00	\$40.00	\$1,320.00	\$50.00	\$1,650.00	\$85.00	\$2,805.00	\$55.00	\$1,815.00
15	Brick Pavers Style-Holland Pattern - Herringbone	S.Y.	112	\$115.00	\$12,880.00	\$60.00	\$6,720.00	\$65.00	\$7,280.00	\$64.00	\$7,168.00	\$86.45	\$9,682.40	\$198.00	\$22,176.00
16	4" Reinforced Concrete Base	S.Y.	112	\$120.00	\$13,440.00	\$50.00	\$5,600.00	\$50.00	\$5,600.00	\$40.00	\$4,480.00	\$52.00	\$5,824.00	\$80.00	\$8,860.00
17	8" X 7 1/2" reinforced Concrete Curb	L.F.	426	\$9.00	\$3,834.00	\$10.00	\$4,260.00	\$25.00	\$10,650.00	\$20.00	\$8,520.00	\$8.00	\$3,408.00	\$15.00	\$6,390.00
<b>TOTAL SECTION "A"</b>					<b>\$111,464.25</b>		<b>\$123,030.00</b>		<b>\$125,082.87</b>		<b>\$137,109.10</b>		<b>\$126,443.90</b>		<b>\$202,281.00</b>
<b>Second Street - Section "B"</b>				McCroy-CTI Services		LG&G Construction, Inc.		Arriba Construction LLC		Tex-Con Construction Services LLC		Tandem Services,LLC		Vaca Underground Utilities, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
2	6" Reinforced Concrete Driveway & Apron	S.Y.	115	\$54.00	\$6,210.00	\$55.00	\$6,325.00	\$80.83	\$9,295.45	\$80.00	\$9,200.00	\$64.00	\$7,360.00	\$100.00	\$11,500.00
3	4" Reinforced Concrete Sidewalk	S.Y.	348	\$49.50	\$17,226.00	\$45.00	\$15,660.00	\$50.00	\$17,400.00	\$45.00	\$15,660.00	\$49.50	\$17,226.00	\$80.00	\$27,840.00
4	Mobilization	L.S.	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
5	Barrier Free Concrete Single Ramp	EA	8	\$120.00	\$960.00	\$1,400.00	\$11,200.00	\$600.00	\$4,800.00	\$1,600.00	\$12,800.00	\$800.00	\$6,400.00	\$1,800.00	\$14,400.00
6	8" Thermal Plastic Marking White	L.F.	435	\$1.25	\$543.75	\$10.00	\$4,350.00	\$4.50	\$1,957.50	\$4.00	\$1,740.00	\$2.00	\$870.00	\$4.00	\$1,740.00
7	24" Thermal Plastic Pavement Marking White	L.F.	74	\$6.00	\$444.00	\$20.00	\$1,480.00	\$9.00	\$666.00	\$11.70	\$865.80	\$9.00	\$666.00	\$8.00	\$592.00
8	Asphalt Tie-In Includes Saw Cut	L.F.	27	\$55.00	\$1,485.00	\$65.00	\$1,755.00	\$50.00	\$1,350.00	\$500.00	\$13,500.00	\$40.00	\$1,080.00	\$20.00	\$540.00
9	St. Augustine Solid Sod	S.Y.	330	\$4.52	\$1,491.60	\$5.00	\$1,650.00	\$3.00	\$990.00	\$5.00	\$1,650.00	\$6.00	\$1,980.00	\$6.00	\$1,980.00
10	Asphalt/Concrete Saw Cut	L.F.	50	\$10.00	\$500.00	\$5.00	\$250.00	\$5.00	\$250.00	\$6.00	\$300.00	\$8.00	\$400.00	\$15.00	\$750.00
11	Structural Back Fill	C.Y.	25	\$56.00	\$1,400.00	\$75.00	\$1,875.00	\$150.00	\$3,750.00	\$20.00	\$500.00	\$150.00	\$3,750.00	\$20.00	\$500.00
12	4' X 4' Modified Storm Inlet	EA	3	\$3,200.00	\$9,600.00	\$3,500.00	\$10,500.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$3,800.00	\$11,400.00	\$3,200.00	\$9,600.00
<b>TOTAL SECTION "B"</b>					<b>\$44,360.35</b>		<b>\$58,145.00</b>		<b>\$45,908.95</b>		<b>\$64,215.80</b>		<b>\$56,132.00</b>		<b>\$70,442.00</b>
<b>Hardie &amp; Sealy Street - Section "C" &amp; "D"</b>				McCroy-CTI Services		LG&G Construction, Inc.		Arriba Construction LLC		Tex-Con Construction Services LLC		Tandem Services,LLC		Vaca Underground Utilities, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
2	Brick Pavers Style-Holland Pattern - Herringbone	S.Y.	177	\$115.00	\$20,355.00	\$60.00	\$10,620.00	\$65.00	\$11,505.00	\$64.00	\$11,328.00	\$86.45	\$15,301.65	\$198.00	\$35,046.00
3	Type "D" Asphalt 1" Wide - 2" Thick	S.Y.	35	\$15.00	\$525.00	\$65.00	\$2,275.00	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$40.00	\$1,400.00	\$85.00	\$2,975.00
4	Mobilization	L.S.	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
5	Barrier Free Concrete Double Ramp	EA	2	\$120.00	\$240.00	\$1,800.00	\$3,600.00	\$941.00	\$1,882.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$3,800.00	\$7,600.00
6	6" Reinforced Concrete Driveway & Includes 4' Wide Terra Cotta Red Walk Area	S.Y.	50	\$90.00	\$4,500.00	\$65.00	\$3,250.00	\$90.83	\$4,541.50	\$74.00	\$3,700.00	\$80.00	\$4,000.00	\$100.00	\$5,000.00
7	4" Reinforced Concrete Base	S.Y.	177	\$120.00	\$21,240.00	\$45.00	\$7,965.00	\$50.00	\$8,850.00	\$40.00	\$7,080.00	\$52.00	\$9,204.00	\$80.00	\$14,160.00
8	8" X 7 1/2" Reinforced Concrete Curb	L.F.	233	\$9.00	\$2,097.00	\$25.00	\$5,825.00	\$25.00	\$5,825.00	\$20.00	\$4,660.00	\$8.00	\$1,864.00	\$15.00	\$3,495.00
9	6" X 24" Concrete Curb & Gutter	L.F.	314	\$15.00	\$4,710.00	\$25.00	\$7,850.00	\$60.00	\$18,840.00	\$40.00	\$12,560.00	\$30.00	\$9,420.00	\$60.00	\$18,840.00
10	Site Demolition	L.S.	1	\$2,750.00	\$2,750.00	\$9,500.00	\$9,500.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
11	Concrete / Asphalt Saw Cut Full Depth	L.F.	200	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$6.00	\$1,200.00	\$8.00	\$1,600.00	\$15.00	\$3,000.00
<b>TOTAL SECTION "C" &amp; "D"</b>					<b>\$62,917.00</b>		<b>\$54,685.00</b>		<b>\$65,693.50</b>		<b>\$66,278.00</b>		<b>\$69,989.65</b>		<b>\$97,116.00</b>
<b>Gordon Street - Section "E"</b>				McCroy-CTI Services		LG&G Construction, Inc.		Arriba Construction LLC		Tex-Con Construction Services LLC		Tandem Services,LLC		Vaca Underground Utilities, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control TXDOT Traffic Control Plan	L.S.	1	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$200.00	\$200.00
2	Adjust of Utility Box	EA	2	\$450.00	\$900.00	\$350.00	\$700.00	\$150.00	\$300.00	\$200.00	\$400.00	\$800.00	\$1,600.00	\$100.00	\$200.00
3	4" Reinforced Concrete Sidewalk	S.Y.	40	\$54.00	\$2,160.00	\$45.00	\$1,800.00	\$50.00	\$2,000.00	\$45.00	\$1,800.00	\$49.50	\$1,980.00	\$80.00	\$3,200.00
4	Mobilization	EA	1	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
5	Barrier Free Concrete Single Ramp	EA	2	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$3,200.00	\$6,400.00	\$2,200.00	\$4,400.00
6	Brick Pavers Style-Holland Pattern - Herringbone	S.Y.	90	\$115.00	\$10,350.00	\$60.00	\$5,400.00	\$65.00	\$5,850.00	\$64.00	\$5,760.00	\$86.45	\$7,780.50	\$198.00	\$17,820.00
7	4" Reinforced Concrete Base	S.Y.	90	\$120.00	\$10,800.00	\$45.00	\$4,050.00	\$50.00	\$4,500.00	\$40.00	\$3,600.00	\$52.00	\$4,680.00	\$80.00	\$7,200.00
8	St. Augustine Solid Sod	S.Y.	100	\$4.52	\$452.00	\$5.00	\$500.00	\$3.00	\$300.00	\$5.00	\$500.00	\$6.00	\$600.00	\$8.00	\$800.00
9	8" X 7 1/2" Reinforced Concrete Curb	L.F.	111	\$9.00	\$999.00	\$25.00	\$2,775.00	\$24.00	\$2,664.00	\$20.00	\$2,200.00	\$8.00	\$888.00	\$15.00	\$1,665.00
<b>TOTAL SECTION "E"</b>					<b>\$34,161.00</b>		<b>\$27,125.00</b>		<b>\$26,814.00</b>		<b>\$25,280.00</b>		<b>\$36,928.50</b>		<b>\$36,485.00</b>
<b>House Street - Section "F"</b>				McCroy-CTI Services		LG&G Construction, Inc.		Arriba Construction LLC		Tex-Con Construction Services LLC		Tandem Services,LLC		Vaca Underground Utilities, Inc.	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	L.S.	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$200.00	\$200.00
2	6" Reinforced Concrete Driveway & Apron	S.Y.	20	\$54.00	\$1,080.00	\$65.00	\$1,300.00	\$80.83	\$1,616.60	\$74.00	\$1,480.00	\$64.00	\$1,280.00	\$100.00	\$2,000.00
3	4" Reinforced Concrete Sidewalk	S.Y.	134	\$49.50	\$6,633.00	\$45.00	\$6,030.00	\$50.00	\$6,700.00	\$40.00	\$5,360.00	\$49.50	\$6,633.00	\$80.00	\$10,720.00
4	Mobilization	L.S.	1	\$2,000.00	\$2,000.00	\$200.00	\$200.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$200.00	\$200.00
5	Remove & Replace Barrier Free Concrete Single Ramp	EA	2	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$3,200.00	\$6,400.00	\$2,200.00	\$4,400.00
6	8" Thermal Plastic Marking White	L.F.	51	\$1.50	\$76.50	\$10.00	\$510.00	\$4.50	\$229.50	\$4.00	\$204.00	\$2.00	\$102.00	\$5.00	\$255.00
7	St. Augustine Solid Sod	S.Y.	133	\$4.52	\$601.16	\$5.00	\$1,995.00	\$3.00	\$399.00	\$5.00	\$665.00	\$6.00	\$798.00	\$8.00	\$1,064.00
8	Remove & Replace Barrier Free Concrete Double Ramp	EA	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,141.00	\$1,141.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
9	24" Thermal Plastic Pavement Marking White	L.F.	10	\$6.00	\$60.00	\$35.00	\$350.00	\$9.00	\$90.00	\$11.70	\$117.00	\$9.00	\$90.00	\$18.00	\$180.00
<b>TOTAL SECTION "F"</b>					<b>\$18,950.66</b>		<b>\$16,585.00</b>		<b>\$17,776.10</b>		<b>\$13,426.00</b>		<b>\$27,201.00</b>	</	



**CITY OF ALVIN**

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4227 • FAX (281) 388-4228

**Office of the City Attorney**

February 28, 2018

*Via Certified Mail – RRR*  
7016 0910 0001 0810 0594

*Via email [nelson@mccrory-cti.com](mailto:nelson@mccrory-cti.com)*

Nelson Barfield  
McCrorry CTI Services  
11381 Meadowglen Lane, Suite E  
Houston, Texas 77082

Re: City of Alvin's Termination of 2017 Sidewalk Project Agreement with McCrorry CTI Services

Dear Mr. Barfield:

On February 15, 2018, the City sent you a letter detailing the deficiencies with the Sidewalk Project. Although some progress has been made since the letter was sent, we are halfway through the ninety (90) day project, and not one concrete sidewalk has been poured.

McCrorry CTI Services has violated numerous provisions of the Agreement, including but not limited to, the following:

**Physical Conditions – Underground Facilities:**

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 (**Safety & Protection**);

**Supervision and Superintendence:**

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER, except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**Labor, Materials and Equipment:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, the except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

**Concerning Subcontractors, Suppliers and Others:**

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

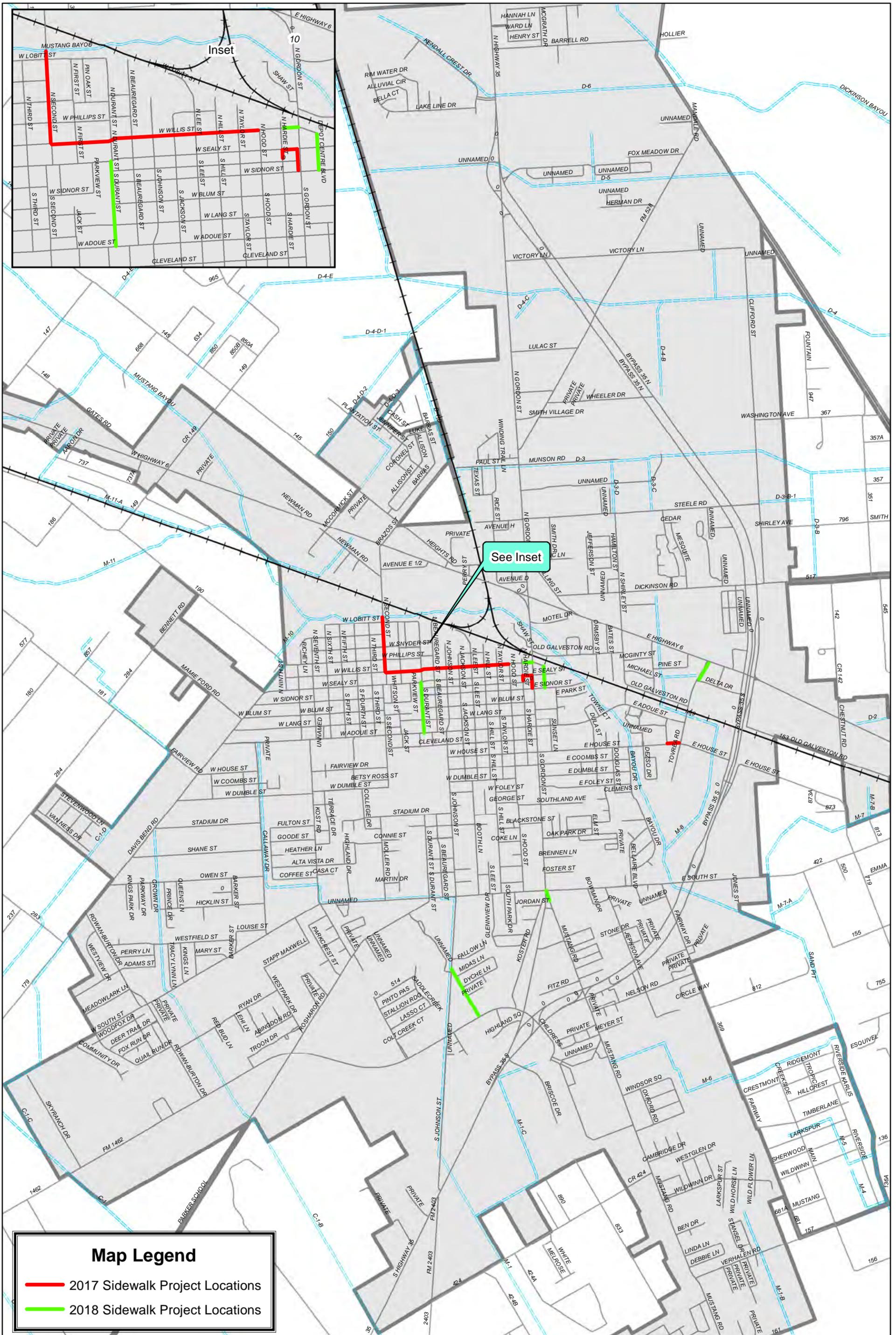
Therefore, the City is invoking its right to terminate the Agreement pursuant to Section 15.2.6 of the 2017 Sidewalk Project Agreement between the City of Alvin and McCrory CTI Services. This letter shall serve as the City of Alvin's seven (7) days written notice of termination, in accordance with Section 15.2.9 of the Agreement.

Sincerely,



Suzanne L. Hanneman  
City Attorney

SLH/dh



**Map Legend**

- 2017 Sidewalk Project Locations
- 2018 Sidewalk Project Locations



# Sidewalk Location Map



# AGENDA COMMENTARY

**Meeting Date:** 3/15/2018

**Department:** City Manager

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider an interlocal agreement with the Brazoria County Conservation and Reclamation District #3 for the funding of a drainage study for the C-1 ditch; and authorize the Mayor to sign.

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

**Summary:** In February 2018, at the request of Mayor Horn, Staff met with representatives of C&R #3 and the Texas Department of Transportation (TXDOT) to discuss the two C-1 Drainage Ditch Crossings at FM 1462 and County Road 172, and the possibility of making improvements (i.e. adding culverts and/or replacing the bridge) to those two ditch crossings to allow for more water to flow through during large rain events. Mayor Horn reported that he observed the water level of the C-1 Ditch at FM 1462 to be over 1.5 feet higher on the north side (upstream side) of the crossing versus the south side (downstream side) of the crossing during Hurricane Harvey. To make improvements and to gauge the effects that those improvements would have on the C-1 Ditch Watershed, an engineered drainage study is required.

This Interlocal Agreement would allow the City of Alvin to work in cooperation with the C&R #3 to fund the required study.

As stated in the Agreement, C & R #3 shall provide a study for the following:

- Determine whether the C-1 ditch crossings at FM 1462 and County Road 172 could be improved to allow more water to pass downstream.
- Review the potential impact to detention ponds along the C-1 drainage ditch.
- The study will incorporate the geographical area from Davis Bend Road to Highway 35.

As stated in the Agreement, the City shall provide funding for the study for drainage on the C-1 Ditch, not to exceed \$40,000 in Fiscal Year 2018.

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

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

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 3/8/2018 SLH

**Supporting documents attached:**

- Interlocal Agreement with C & R #3 for the C-1 Ditch Study

**Recommendation:**

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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

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

### **INTERLOCAL AGREEMENT**

This Agreement is made between the CITY OF ALVIN, a municipal corporation located in Brazoria County, Texas (hereinafter referred to as the “City”), and BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NUMBER THREE, a conservation and reclamation district, acting through its duly authorized representative (hereinafter “C&R #3”), and collectively referred to as the “Parties,” pursuant to the terms of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

### **RECITALS**

**WHEREAS**, there exists a drainage ditch, commonly referred as the “C-1 Ditch,” a manmade tributary of Chocolate Bayou, a portion of which is located within the city limits of the CITY and is maintained by the C&R #3; and

**WHEREAS**, the CITY and the C&R #3 find it necessary to obtain a study for drainage improvements on the C-1 Ditch;

**WHEREAS**, the CITY and the C&R #3 have each agreed to contribute certain materials, equipment, and/or efforts to the accomplishment of this goal, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code §791.001 et seq., subject to the conditions and limitations of this Agreement;

NOW, THEREFORE, for the mutual consideration and covenants set forth below, C&R #3 and the CITY agree as follows:

#### I.

1.1 To accomplish the tasks set forth above, in cooperation with the County under the Interlocal Cooperation Act and other applicable statutes, C&R #3 shall provide a study for the following:

- Determine whether the ditch crossings at FM 1462 and County Road 172 could be improved to allow more water to pass downstream.
- Review the potential impact to detention ponds along the C-1 drainage ditch.
- The study will incorporate the geographical area from Davis Bend Road to Highway 35.

1.2 To accomplish the tasks set forth above, in cooperation with the County under the Interlocal Cooperation Act and other applicable statutes, the CITY shall provide funding for the study for drainage on the C-1 ditch, not to exceed \$40,000 in Fiscal Year 2018.

II.

2.1 The parties intend that C&R #3, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. C&R #3 is not to be considered an agent or employee of CITY.

2.2 The parties intend that CITY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CITY is not to be considered an agent or employee of C&R #3.

2.3 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend C&R #3, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any nature or kind, for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above referenced work.

III.

3.1 C&R #3 executes this Agreement by and through their duly authorized representative(s) acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through its Mayor acting pursuant to authorization of its City Council.

IV.

4.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

4.2 Nothing herein shall be construed to create any rights in third parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

**CITY OF ALVIN**

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

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Jody Schibi  
Chairman

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Nelson Blackwell  
Secretary

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Alfred Froberg, Jr.  
Treasurer

Date \_\_\_\_\_