

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, May 1, 2025

7:00 PM

(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 Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **MAY 1, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamation - Police Week - May 11-17, 2025.
- B. Proclamation - Richard Klapper Day (Keep Alvin Beautiful) - May 2, 2025.
- C. Proclamation - Motorcycle Safety Awareness Month - May 2025.
- D. Proclamation - The 2nd Annual Sound of Alvin Music Weekend, May 23-24, 2025.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the April 3, 2025, City Council Workshop meeting minutes.
- B. Consider approval of the April 3, 2025, City Council meeting minutes.
- C. Consider approval of the April 15, 2025, City Council Workshop meeting minutes.
- D. Consider Ordinance 25-K, amending Chapter 9, Fire Prevention and Protection, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2024 International Fire Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.
- E. Consider Addendum No. 3 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in the amount of \$220,340.40; and authorize the City Manager to sign the Addendum upon legal review.

- F. Consider Addendum No. 3 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative maintenance services of City-owned buildings, in the amount of \$113,256; and authorize the City Manager to sign the Addendum upon legal review.
- G. Consider Addendum No. 1 for a one (1) year renewal agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-05 containing select City-owned and State Right of Way property, including parkland, lift stations, water wells, and various building grounds, in the amount of \$265,671; and authorize the City Manager to sign the agreement upon legal review.
- H. Consider Addendum No. 1 for a one (1) year renewal agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-06 containing select parkland and other City-owned property and Gordon Street Bridge, in the amount of \$68,100; and authorize the City Manager to sign the agreement upon legal review.
- I. Consider Addendum No. 2 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772; and authorize the City Manager to sign the Addendum upon legal review.
- J. Consider an agreement with Facilities Sources for foundation repair of the City-owned building located at 800 Dyche Lane (Public Service Facility #2) through the BuyBoard interlocal purchasing system, in the amount of \$80,170; and authorize the City Manager to sign related documents upon legal review.
- K. Consider a contract between the City of Alvin and the Texas General Land Office (GLO) for Community Development Block Grant Mitigation (CDBG-MIT) Program funding in the amount of \$6,000,500 under GLO Contract No. 24-065-151-F010, for the Durant Street Drainage and M-1 Crossing Improvements Project, and authorize the Mayor to sign the contract upon legal review.
- L. Consider a final plat of Preservation Creek Phase 1, Section 1 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 29.86 acres containing 40 lots, 6 reserves and 2 blocks, situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.
- M. Acknowledge receipt of the Quarterly Investment Report as of March 31, 2025.
- N. Acknowledge receipt of the Fiscal Year 2025 Capital Improvement Program Quarterly Report.

6. OTHER BUSINESS

- A. Discuss and consider Resolution 25-R-10, adopting the Alvin Public Art Program (APAP) to enhance community beautification and to support the integration of public art into the community; and setting forth other provisions related thereto.
- B. Discuss and consider Resolution 25-R-11, adopting the Traffic Control Box Wrapping Program as an official component of the Alvin Public Art Program (APAP); and setting forth other related matters thereto.
- C. Consider the purchase of 30 Mobile Computer Terminals (MCTs) for the Police Department for the amount of \$157,831.89, and authorize the City Manager to sign the purchase upon legal review.
- D. Consider, if any, requests from individual council members for an item or items to be

placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

10. RECONVENE TO OPEN SESSION

- A. Consider and take appropriate action, if any, regarding the employment contract of the City Attorney.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY April 28, 2025, at 4:30 p.m.**



/s/ Dixie Roberts
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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Alvin Police Department; and

WHEREAS, everyday law enforcement officers throughout the nation face the threat of violence and danger, routinely putting their lives in jeopardy to defend others, selflessly risking injury, disability and even death; and

WHEREAS, the City of Alvin honors all our officers, past and present, for their faithful and dedicated service. Their unwavering commitment has provided invaluable support to our community, leaving a lasting legacy of peace and safety for all Alvinites.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 11 - May 17, 2025**, as:

Police Week

in the City of Alvin and further recognize that Peace Officers Memorial Day is observed on Thursday, May 15, 2025, in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

WITNESS my hand and seal this 1st day of May 2025.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Richard Klapper has been a dedicated member of the Keep Alvin Beautiful Commission since 2004, actively working to promote beautification, environmental stewardship, and community pride throughout the City of Alvin; and

WHEREAS, Richard's leadership and volunteer efforts for over 20 years have greatly contributed to numerous citywide initiatives, including litter abatement projects, tree plantings, public education campaigns, and beautification programs that have enhanced the quality of life for all residents; and

WHEREAS, the City of Alvin is proud to recognize individuals like Richard Klapper who selflessly invest their time and talents toward building a cleaner, greener, and more beautiful community for future generations; and

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim Friday, May 2nd, 2025, as

Richard Klapper Day

in the City of Alvin and extend our sincere appreciation to Mr. Klapper for his outstanding contributions to the Keep Alvin Beautiful Commission and the greater Alvin community, encouraging all citizens to join us in honoring his exemplary service.

WITNESS my hand and seal
this 1st day of May 2025.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** May has been nationally recognized as Motorcycle Safety Awareness Month, encouraging all drivers to remain vigilant, check blind spots, use turn signals, and respect motorcyclists' right to the road; and
- WHEREAS,** organizations such as Warriors Bikers 4 Charity and law enforcement agencies actively promote rider education, proper training, and increased public awareness to improve motorcycle safety; and
- WHEREAS,** motorcycles provide fuel efficient transportation for commuting, touring, recreation, relaxation and enjoyment; and
- WHEREAS,** it is essential for all motorists to be aware of motorcyclists on the road, practice safe driving habits, and share the road responsibly to prevent accidents and save lives.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 2025, as

Motorcycle Safety Awareness Month

in the City of Alvin and urge all citizens to join the Warriors Bikers 4 Charity in raising awareness, promoting safe driving practices, and supporting efforts to reduce motorcycle-related accidents.

WITNESS my hand and seal this
1st day of May 2025.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** the Alvin Music Office and Advisory Board were officially established on August 3, 2023, under the coordination of the Alvin Convention and Visitors Bureau, with the mission of fostering a vibrant, supportive environment for Texas musicians; and
- WHEREAS,** on May 16, 2024, the Texas Music Office, part of the Office of the Governor, proudly certified the City of Alvin as a Music Friendly Texas Community; and
- WHEREAS,** music has the power to unite people, enrich our lives, and inspire future generations through its rhythm, stories, and spirit; and
- WHEREAS,** the City of Alvin has long embraced the joy of music—from the sounds of Alvin Music Fest and the Alvin Opry House to local venues that echo with the rich heritage and enduring legacy of Texas music.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 23-24, 2025, as the:

2nd Annual Sound of Alvin Music Weekend

in the City of Alvin and encourage all residents to join in celebrating and supporting our talented local artists who truly embody our spirit of “*Small Town, Big Sound!*”

WITNESS my hand and seal
this 1st day of May 2025.

Gabe Adame, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, APRIL 3, 2025
5:30 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 5:30 pm in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer. Mayor Pro-Tem Moore called the meeting to order at 5:30 p.m. Mayor Adame entered the meeting at 5:36 p.m. Council member Castro entered the meeting at 5:57 p.m.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discussion on FY25 Strategic Plan Progress, Financial Overview, Capital Projects, and FY26 Budget Planning.

Junru Roland, City Manager, presented this item before City Council with explanation. Mr. Roland emphasized his objective to engage the City Council earlier in the development of the FY 2026 Budget, rather than waiting until the formal proposal later in the year. This early involvement aims to provide strategic guidance to the City Manager and staff in alignment with Council-adopted plans, including the Utility Master Plan, Thoroughfare Plan, and Comprehensive Plan. As a result, the budget work sessions scheduled for early August are expected to be more effective in capturing City Council input on budget priorities. Mr. Roland provided a brief overview of these adopted plans and their current status, followed by a more detailed update on the FY 2025 Strategic Plan. His update included recent staff additions, collaborative efforts with local and state organizations, and upcoming workshops focused on advancing key strategic goals. Chris Thomas, Director of Finance, provided a brief overview of projected revenues and expenditures for Fiscal Year 2024–2025. Mr. Roland followed with a summary of the Capital Improvement Plan. During the discussion, Council Member Castro suggested distributing a citizen survey to gather public input on the proposed projects. The Council also discussed potential funding options for scoreboards at various Alvin City parks. Mr. Roland invited Council members to share any other recommendations for potential budget allocations. There was a general consensus in support of dedicating funds to hire additional staff, acquire new equipment, or engage contractors to accelerate street repair projects. Additional suggestions included improving downtown parking and lighting, advancing revitalization efforts, and expanding economic development incentive programs.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:40 p.m.

PASSED and APPROVED the 1st of May, 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, APRIL 3, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kenny Carter with First Methodist Alvin Church gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Proclamation - Crime Victim's Rights Week - April 6-12, 2025.

Mayor Adame proclaimed the week of April 6-12, 2025, as Crime Victims' Rights Week and formally issued the proclamation to Maribel Cooper, Crime Victims Liaison Officer, and recipients in attendance.

Proclamation - Telecommunications Week – April 13-19, 2025.

Mayor Adame proclaimed the week of April 13-19, 2025, as Public Safety Telecommunicators Week and formally issued the proclamation to members of Alvin Police Department Dispatch staff members in attendance.

Economic Development Departmental Presentation.

Paul Chavez, Economic Development Director, delivered the annual departmental update of the Economic Development Department.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the March 6, 2025, City Council meeting minutes.

Consider the cancelation of April 17, 2025, City Council Meeting.

City Offices will be closed on Thursday, April 17, 2025, in observance of Good Friday.

Proclaim the month of April 2025 as Fair Housing Month in the City of Alvin, Texas.

This proclamation is included under the Consent Agenda, as it will not be formally presented during the City Council meeting. It is a requirement of Brazoria County for eligibility under the Community Development Block Grant (CDBG) program. Staff recommends proclaiming April 2025 as Fair Housing Month in the City of Alvin, as requested.

Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2025 season.

This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing-rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance. Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: www.brazoriacountytx.gov Residents can also submit spray requests by calling their office, or by visiting the website listed above. Staff recommends approval.

Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area through December 31, 2025, for an amount not to exceed \$12,000.00; and authorize the Mayor to sign the Agreement upon legal review.

The Rosharon Volunteer Fire Department has agreed to assist the City in providing fire protection to the Preservation Creek Development Area. The Preservation Creek Subdivision Development Area consists of approximately 2,962 acres in the City limits, east of State Highway 288, between FM 1462 on the north and County Road 51 on the south. The term of the agreement is for 12 months (from 1/1/2025 through 12/31/2025) and may be renewed annually. The Rosharon VFD has approved and signed the agreement. Staff recommends approval.

Consider Resolution 25-R-07, suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2024; and requiring delivery of this Resolution to the Company and to legal counsel.

The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City. For cities in the Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, the group in which Alvin is, the Company is seeking recovery of \$654,119,475 in invested capital. The current filing will increase rates to residential customers by \$2.88 per month. This will increase the current residential customer charge from \$19.50 to \$22.38 per month. Increases are currently scheduled to go into effect on May 3.

Under the gas reliability infrastructure program ("GRIP") statute, cities may not challenge the Company's request. The only action a city may take is to suspend the effective date of the rate increase by 45 days. The annual gas reliability infrastructure program ("GRIP") is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled that the only action cities can do in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases. Staff recommends approval of the Resolution suspending the April 19, 2025, effective date of the interim rate adjustments.

Consider Resolution 25-R-08, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.

The Texas Department of Transportation requires an agreement with the City of Alvin for the temporary closure of a portion of Gordon Street / Business 35 for the annual Home for the Holidays Parade. This is a multi-year Agreement, not to exceed 5 consecutive years. This Resolution continues to support the City's intention of temporarily closing a portion of Gordon Street for the parade. City staff will continue to send a letter of intent and proof of insurance to TxDOT annually ahead of the scheduled Home for the Holidays Parade. Previous Resolution 20-R-02 was adopted by City Council on January 16, 2020, upon submittal of the initial multi-year application, which is set to expire this year. Staff recommends approval of Resolution 25-R-08.

Consider Resolution 25-R-09, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.

The Frontier Day parade is located on a portion of Gordon Street / Business 35, and the Texas Department of Transportation requires the City of Alvin to submit an agreement for the temporary closure of a portion of Gordon Street / Business 35 for the annual Frontier Day Parade. This is a multi-year agreement, not to exceed 5 consecutive years. This Resolution continues to support the City's

intention of temporarily closing a portion of Gordon Street for the parade. City staff will continue to send a letter of intent and proof of insurance to TxDOT annually ahead of the scheduled Frontier Day Parade. Previous resolution 20-R-01 was adopted by City Council on January 16, 2020, upon submittal of the initial multi-year application, which is set to expire this year. Staff recommends approval of Resolution 25-R-09.

Consider an award of bid to Reddico Construction Company, Inc., for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project in the amount of \$34,907,604; and authorize the City Manager to sign the contract upon legal review.

On March 18, 2025, bids were opened for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project, and Reddico Construction Company, Inc. was the qualified low bidder. LJA Engineering, the City's consultant that designed the project, reviewed all bids that were received and has recommended Reddico Construction Company, Inc. for this project.

Contract Amount:	\$ 33,245,337	(Base Bid, Supplementary, and Allowance Items).
5% Contingency:	\$ 1,662,267	
Total Amount:	\$34,907,604	

This project consists of the expansion of Lift Station #23 from a firm pumping capacity of 2.02 Million Gallons Daily (MGD) to a firm pumping capacity of 9 MGD and elimination of lift stations 1, 15, 16, and 43. The project also includes the replacement of approximately 5,000 linear feet of 24-inch sanitary sewer force main along Bypass 35, approximately 23,000 linear feet of gravity sanitary sewer ranging in size from 30-inch to 15-inch, and the rehabilitation of approximately 1,800 linear feet of 30-inch gravity main along Bypass 35 and 1,300 linear feet of 12-inch gravity main along Gordon Street. In addition, Steele Road will be replaced as a concrete roadway due to the gravity sanitary main having to be placed under the pavement. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. The construction of this project will be funded by 2020, 2021, 2022, and 2023 Water and Sewer Revenue Bonds. The project is scheduled to start in May 2025 and has a construction time of 510 calendar days.

Consider an award of bid to Ballew Construction, LLC, for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project in the amount of \$1,696,028.99; and authorize the City Manager to sign the contract upon legal review.

On March 25, 2025, bids were opened for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project (B-25-08), and Ballew Construction, LLC was the qualified bidder. Daniel Scott Engineering, the City's consultant that designed the project, reviewed the bid that was received and has recommended Ballew Construction, LLC for this project.

Contract Amount:	\$1,615,265.99
5% Contingency:	\$ 80,763
Total Amount:	\$1,696,028.99

The 2025 Victory Lane and Clifford Street Asphalt and Drainage Project consists of the total replacement of the asphalt pavement along Victory Lane from FM 528 to Clifford Street, Clifford Street from Victory Lane to the bridge over the D-4 Ditch, and Victory Lane from N. Gordon to Bypass 35. It is anticipated that construction of this project will start in May 2025 and has a construction time of 120 calendar days. Funding for this project is budgeted in the Sales Tax Street Fund. Staff recommends approval.

Council member Castro moved to approve the consent agenda as presented. Seconded by Council member Vela; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance 25-G, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The proposed changes were discussed and recommended (unanimously) by the City Planning Commission at their meetings on February 18, 2025, and March 18, 2025. The changes in summary are:

- *Sec 21-33(e)- Changing the number of required access points in a subdivision. A minimum of two separate access points will be required for subdivisions with more than 150 dwelling units. Currently, the ordinance requires a minimum of two access points for a subdivision, but allows for a boulevard (roadway with at least two lanes in each direction separated by a median) entrance to count as two points of access regardless of the size of the subdivision. This amendment would*

limit the number of dwelling units in a subdivision to 150 where only one boulevard access point (entrance) is proposed. Once the development exceeds 150 dwelling units then two separate access points would be required.

The Subdivision Ordinance defines Access Point as a means of vehicular approach, entry to, or exit from property. The Planning Commission has recommended this ordinance amendment to prevent large subdivisions with only one access point, like Mustang Crossing, from being developed. This change would provide better access to large subdivisions and help with traffic safety. Staff recommends approval of Ordinance 25-G.

Shana Church, Assistant City Engineer, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 25-G, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 25-H, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to adopt the 2024 International Building, Swimming Pool and Spa, Residential, Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Building, and Property Maintenance Codes, each as published by the International Code Council, Inc.; providing certain amendments and deletions to said standard codes; providing a penalty of an amount not to exceed \$2,000 for each violation of any provision hereof; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

Ordinance 25-H amends Chapter 5 Buildings of the City of Alvin Code of Ordinances by adopting the 2024 International Codes with related City Staff recommended amendments and deletions to the codes as appropriate. Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties. This adoption will also provide the most current life safety applications with respect to construction, occupancy, use and maintenance of buildings and structures in the City of Alvin. Staff recommends approval of Ordinance 25-H.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 25-H, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to adopt the 2024 International Building, Swimming Pool and Spa, Residential, Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Building, and Property Maintenance Codes, each as published by the International Code Council, Inc.; providing certain amendments and deletions to said standard codes; providing a penalty of an amount not to exceed \$2,000 for each violation of any provision hereof; and providing a repealer clause, a severability clause, a savings clause, and an effective date. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 25-I, amending Chapter 8, Electricity, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2023 National Electrical Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Ordinance 25-I Amends Chapter 8 Electricity of the City of Alvin Code of Ordinances by adopting the 2023 National Electrical Code with related city staff recommended amendments and deletions to the code as appropriate. The most recent electrical code adoption occurred in May 2019 with the adoption of the 2017 National Electrical Code.

Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties. This adoption will also provide the most current life safety applications with regards to the installation of electricity to buildings and structures in the City of Alvin. Staff recommends approval of Ordinance 25-I.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 25-I, amending Chapter 8, Electricity, of the Code of Ordinances, City of Alvin, Texas, providing the adoption of the 2023 National Electrical Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 25-J, amending Chapter 17, Plumbing, of the Code of Ordinances, City of Alvin, Texas, providing for the reference to the adoption of the 2024 International Plumbing Code as published, with certain amendments and deletions; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Ordinance 25-J amends Chapter 17 Plumbing, of the City of Alvin Code of Ordinances by referencing the adoption of the 2024 International Plumbing Code with related City Staff recommended amendments and deletions. This Ordinance revises Chapter 17 Plumbing so that it does not conflict with the information in Chapter 5 Buildings relating to the adoption of the Plumbing Code.

Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties. Staff recommends approval of Ordinance 25-J.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Garivey moved to approve Ordinance 25-J, amending Chapter 17, Plumbing, of the Code of Ordinances, City of Alvin, Texas, providing the reference to the adoption of the 2024 International Plumbing Code as published with certain amendments and deletions; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Discuss and consider increasing City Council compensation (Garivey).

This item was placed on the agenda for discussion at the request of Council Member Garivey with the Mayor's authorization. Staff has researched council compensation in surrounding cities, and the findings are provided in the attached spreadsheet.

Council Member Garivey introduced the item, noting that City Council compensation has not been updated since 2006 and expressed that he would like to discuss with members of City Council their thoughts on revising such compensation. Council Member Vela supported the proposal, citing research on compensation in comparable cities. He recommended setting Council member compensation at \$1,500 per month and the Mayor's at \$3,000 per month, given the responsibilities of the roles alongside full-time employment. Council Member Castro opposed the idea, stating that any increase in Council compensation should be decided by voters, emphasizing that no other city employee has the authority to approve their own raise. Council Member Vela acknowledged this point, adding that the public discussion serves to invite citizen input. Council Member DeKeyser also expressed opposition to increasing compensation. Council Member Starkey suggested the matter be presented as a charter amendment for voter consideration. Council Member Moore agreed, supporting a voter decision and recommending any approved amount be tied to a cost-of-living adjustment. Mayor Adame concurred, emphasizing that any increase should be determined by a vote of the people. The Council also discussed compensation structures in neighboring cities and potential mechanisms for implementing similar changes. There was consensus to consider including Council compensation in the next Charter Review Commission's list of proposed amendments.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member DeKeyzer requested the formation of an Ordinance Review Board or Commission, similar to a Charter Review Commission, to review the current Code of Ordinances. She stated it doesn't need to be on the very next Council agenda but soon thereafter.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

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.

Council member Starkey reminded everyone that hurricane season is almost here and to begin preparing.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:15 p.m. in accordance with the following:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:47 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:47 p.m.

PASSED and APPROVED the 1st of May 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
TUESDAY, APRIL 15, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Glenn Starkey, and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary and Chris Thomas, Director of Finance.

WORKSHOP BUSINESS

Discuss public transportation options.

Rick Koch, with Trippp Consulting, presented this item before City Council with explanation. Mr. Koch provided City Council with several options for implementing public transit in the City of Alvin, proposing an on-demand rideshare model using Uber and ADA-accessible vehicles, designed to reduce costs and increase flexibility. The cities of Kyle and Pflugerville, Texas, have successfully utilized the Trippp Model to replace their outdated systems, cutting costs and expanding ridership. The Tripp model allows cities to define service parameters and only pay for rides taken—eliminating fixed operational costs. It includes 24/7 service, full ADA compliance, and app-based access. For Alvin, this model presents an opportunity to improve transit access, reduce expenses, and stay adaptable to community needs. Koch encouraged the Council to consider a pilot program tailored to Alvin's goals and budget. The data monitoring capabilities allow for tracking performance metrics such as service areas, cost per ride, ridership mileage, and wait times. Monthly reports are provided to make adjustments to the program over time. The discussion focused on customizing the program to align with Alvin's growth and evolving community needs. Mr. Koch also outlined several strategies to enhance accessibility and service for the City's senior population. Additional topics included liability considerations, potential funding sources, and relevant regulatory requirements.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:59 p.m.

PASSED and APPROVED the 1st of May 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Fire Department

Contact: Matt Cornell, Fire Marshal

Agenda Item: Consider Ordinance 25-K, amending Chapter 9, Fire Prevention and Protection, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2024 International Fire Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Ordinance 25-K amends Chapter 9, Fire Prevention and Protection, of the City of Alvin Code of Ordinances by adopting the 2024 International Fire Code with staff-recommended amendments and deletions to reflect local needs and practices. This update helps the City remain relevant by reflecting advancements in technology, updated terminology, and current industry standards, while also supporting the City's ISO rating and streamlining the code by removing outdated provisions.

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: 4/23/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 25-K; Chapter 9; Fire 2024 International Code; Redlined
2. Ord 25-K; Chapter 9; Fire 2024 International Code; Final

Recommendation: Move to approve Ordinance 25-K, amending Chapter 9, Fire Prevention and Protection, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2024 International Fire Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 25-K

AN ORDINANCE AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADOPTING THE 2024 INTERNATIONAL FIRE CODE AS PUBLISHED WITH CERTAIN AMENDMENTS AND DELETIONS; PROVIDING FOR A PENALTY AND PUBLICATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas, Chapter 9, Fire Prevention and Protection, is hereby amended to read as follows:

FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

...

Sec. 9-5. Discharge or sale of fireworks.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Distributor means those who sell fireworks to retailers or to jobbers, for resale to others.

Fireworks means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrocketes, torpedoes, Roman candles, sparklers, squibs, fire balloons, sky lanterns, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specifically designated and defined in this subsection or not.

Illegal fireworks means a fireworks device manufactured, distributed, used, sold, offered for sale, possessed, kept, discharged, ignited, detonated, or fired in violation of this section.

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.

Jobber means those who purchase fireworks for resale to consumers only.

Manufacturer means persons that are engaged in the making of fireworks.

Person means and includes any natural person, association of persons, partnership, corporation, agent, or officer of a corporation, or any other entity howsoever formed and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.

Public display means the igniting and shooting of fireworks for public amusements.

Retailer means those persons who purchase fireworks for resale to consumers only.

- (b) *General prohibition.* Except as otherwise specifically provided in this section, it shall be unlawful for any person to sell, offer to sell, possess for wholesale and/or distribution, or ~~have in his possession~~ possess with the intent to sell, use, discharge, ignite, detonate, fire, or otherwise set in action any fireworks of any description.
- (c) *Exceptions.* The general prohibitions set forth in subsection (b) shall not apply to the following:
 - (1) Subsection (b) shall not apply to toy pistols, toy canes, toy guns, or similar devices in which paper caps obtaining 0.0025 grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.
 - (2) It shall not be unlawful, upon a permit issued by the fire marshal, for any person engaged in any organized play, legitimate theatrical performance, circus, or other show designed for the amusement and edification of the general public to use, discharge, or cause to be discharged and ignited fireworks as a part of an act, performance, play, or circus, so long as such person does not also engage in the retailing, wholesaling, selling, or distribution of any of such fireworks. The fire marshal shall cause to be made an investigation of each application made under this subsection to determine whether the use of such fireworks as proposed shall be of such character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.
 - (3) Subsection (b) shall not apply to signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad operation; nor shall subsection (b) apply to any marine signal flare or rocket which is transported or received or stored for

use only as ship's stores; nor shall subsection (b) apply to signal flares or rockets for military or police use; nor shall subsection (b) apply to signal flares for use by motorists in distress.

- (d) *Public display exempted.* The provisions of subsection (b) shall not apply to a public display of fireworks made under the terms and conditions of this subsection, and such display shall be permitted upon compliance with the provisions of the city's adopted fire prevention code and of this subsection, as follows:
- (1) Any adult person or any firm, co-partnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least thirty (30) days in advance of the date of the proposed display.
 - (2) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this section shall be of such a character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this subsection and the adopted fire prevention code. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed fourteen (14) days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
 - (3) The applicant for a display permit under this subsection shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state; and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than three hundred thousand dollars (\$300,000.00), issued by an insurance carrier authorized to transact business in the state, for the benefit of the person named therein as insured, as evidence of ability to respond in damages in at least the amount of three hundred thousand dollars (\$300,000.00), such policy to be approved by the city manager. In lieu of insurance, the applicant may file with the fire marshal a bond in the amount of three hundred thousand dollars (\$300,000.00), issued by an authorized surety company approved by the city manager, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his agents, servants, employees, or subcontractors in the presentation of the public display.

- (4) The range of aerial displays shall not be more than two hundred (200) feet, and the fireworks shall be discharged vertically from tubes approved by the fire marshal.
- (5) The limit of a display authorized by this subsection shall be not more than forty-five (45) minutes per performance, and there shall not be more than two (2) performances in each twenty-four (24) hours.
- (6) No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.
- (7) The person handling the display of fireworks under this subsection shall be competent, licensed pyrotechnic operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the experienced pyrotechnic operators shall be designated on the permit issued.
- (8) For each public display of fireworks under this subsection, the fire marshal may require that not less than two (2) firefighters of the volunteer fire department be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.

(e) *Illegal fireworks declared nuisance.*

- (1) Except as otherwise provided in this section, the presence of any fireworks in violation of this section located within the city is hereby declared to be a common and public nuisance. The fire marshal is directed to and shall seize any fireworks found in violation of this section, and any authorized deputy of the fire marshal, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop the transportation of illegal fireworks and to detain any persons with illegal fireworks or to close any building where any fireworks are found stored illegally until the fire marshal can be notified, in order that such fireworks may be seized in accordance with the terms of this section.
- (2) Notwithstanding any penal provision of this section, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping, or use of fireworks within the city. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.
- (3) If any fireworks or combustibles are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may

dispose of such fireworks or combustibles without further process of law. The fire marshal is authorized to dispose of any abandoned fireworks or combustibles that he deems to be hazardous to life or property.

- (4) If a person charged is found guilty of violating the provisions of this section or any rule or regulation adopted pursuant thereto with regard to fireworks, the fire marshal is authorized to dispose of the confiscated material in such a way as he shall deem equitable.
- (f) *Penalty for violation of section.* Any person who shall violate this section shall be guilty of a misdemeanor which shall be punishable by a fine in an amount not to exceed two thousand dollars (\$2,000.00) for each day of violation of this section.

...

Sec. 9-14. International Fire Code, 2018-2024 Edition, adopted; amendments.

- (a) Except as provided in this section, the International Fire code, 2018-2024 Edition, published by the International Code Council, Inc., an authentic copy of which has been filed with the Ceity Secretary, is hereby adopted and made a part of this article, except as follows:
 - (b) The reference to “fire code official” in the International Fire Code shall mean the “fire marshal,” or a duly authorized representative charged with the duties of administration and enforcement of the code.
 - [(1) *Reserved.*]
 - (2) *Section 101.1* is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Alvin, Texas, hereinafter sometimes referred to as “this code.”
 - (3) *Section 101.2.1* is hereby amended to read as follows:

101.2.1 Appendices. All provisions in the appendices are hereby adopted.
 - (4) *Section 102.7* is hereby amended to read as follows:

102.7. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80 hereof, and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of the most restrictive shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. This determination shall be made by the fire code official.
 - (5) *Section 103.2* is deleted.
 - ~~(6) — *Section 105.6.32 is amended by deleting the exception.*~~

(7)(6) *Section ~~108.5~~110.5* is amended to read as follows:

~~108.5~~110.5 Rendering equipment inoperable.

- (a) Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.
- (b) No fire protection system may be taken out of service or allowed to remain out of service beyond four (4) hours without the prior approval of the Fire Marshal. The Fire Marshal shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

(87) *Section ~~110.4~~113.4* is amended to read as follows:

~~110.4~~113.4 Violation penalties. Persons who violate this code or who fail to comply with any of the requirements in this code, or who erect, install, alter, repair or do work in violation of the approved construction documents or contrary to the directives of the code official or in violation of a permit or certificate issued under provisions of this code, shall be assessed a fine up to \$2,000. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(98) *Section ~~112.4~~114.4* is amended to read as follows:

112.4 Failure to comply. Any person who continues work after having been served with a stop work order, except such work the code official has directed to be performed to remedy a violation or unsafe condition, shall be subjected to a fine not to exceed \$2,000.

(109) *Section 202.* The following definitions in Section 202 are amended to read as follows:

Facility. A building or use in a fixed location, including exterior storage areas, piers, wharves, tank farms, and similar uses. This term includes recreational vehicles, mobile home parks, manufactured housing parks, sales lots, and storage lots.

Fire Code Official. The fire marshal or a duly authorized representative charged with the duties of administration and enforcement of the code.

(110) *Section ~~304.1.3~~304.1.4.1* is amended to read as follows:

Section ~~304.1.3-1~~304.1.4.1 Spaces under grandstands and bleachers shall not be utilized for purposes other than means of egress except where equipped with an automatic fire sprinkler system.

(~~1211~~) *Section 315* is amended by creating the following subsection:

315.1.1 High-piled combustible storage. High-piled combustible storage shall comply with section 3201.

(~~1312~~) *Section 315.3.1* is amended by deleting the exception.

(~~1413~~) *Section 401.1* is amended by deleting the exception.

(~~1514~~) *Section 403* is amended by adding the following:

403.1.1 Fees. Fire watch fees shall be paid upon completion of fire watch as specified in Chapter 28 of the City of Alvin Code of Ordinances.

403.1.2 Enforceability. The Emergency Preparedness Requirements as described in 403.1 and approved by the fire code official, shall be complied with and is enforceable under provisions of this code. Any person, firm or corporation violating a provision of this section shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the City of Alvin Code of Ordinances.

(15) Section 403.11.1 is amended by adding the following:

403.11.1.3 Qualified individual. A qualified individual shall be an independent third party such as a firefighter, police officer or security guard that has been properly trained for evacuation and fire suppression. The qualified individual shall provide proof of certification upon request and shall have no other duties while providing the fire watch.

(16) *Section 503.1.1* is amended to read as follows:

503.1.1. Buildings and Facilities. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with section 903.1.1.1, 903.3.1.2 or 903.3.1.3;
2. Fire apparatus access roads cannot be installed due to location on property, topography, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided; or
3. There are not more than two Group R-3 or Group U occupancies.

(17) *Section 504* is amended to add a new subsection 504.4 to read as follows:

504.4 Rear exterior building access. A building that is 40 feet or greater in depth shall have an exterior rear access door.

(18) *Section 505.1* is amended to read as follows:

505.1. Address identification. All new and existing buildings, whether commercial or residential, fronting on any street or alley in the city shall be numbered by the owner thereof, according to the address assigned to said building by the city engineering department.

- (a) For residential homes, contrasting numbers will be laced on the residence that is facing the street. If curbs are present, the numbers will be painted on the curbs in block lettering with a white box background with black numbering. If a curb is not present, the numbers shall be posted on both sides of a free-standing mailbox in a clear and legible manner. If neither a curb nor free standing mailbox is present, or if the residence sits too far off of the roadway and is not visible from the street, numbers to the residence will be placed in the yard to show the address so it is visible from the street.
- (b) The owner(s) of apartments, condominiums, townhomes, patio homes, business and industrial complexes having a single or common street address shall have a numbering system to identify each individual unit in said complex. Numbers shall be affixed by the owner(s) to the entry door of each unit. Separate complex buildings containing two (2) or more individual units shall be identified by affixing a building number or letter on two (2) sides of said building facing the nearest drivable approach. Numbers shall be affixed below said building identification number(s)/letter(s) representing the lowest through the highest numbered individual units contained in said building.
- (c) The owner(s) of hotels, motels, hospitals, nursing/retirement homes, private and public schools, or office buildings containing multi-offices shall affix

numbers on each separate office, room, suite, etc., in said building(s).
*Private/executive entrances to offices may be exempted by the fire code official.

- (d) The owner(s) of a mobile home park having a single or common street address shall identify each separate mobile home in said park by affixing numbers to the end or side of said mobile home that is most visible when approached by a vehicle. If the trailer park has multiple entrances and/or drives, the sign stating the numbers will be placed at the beginning of the row or drive to show what numbers are on the corresponding sides.
- (e) Number sizes, color, and maintenance:
 - (1) Commercial and residential street address numbers shall be no less than six (6) inches in height and one (1) inch in width.
 - (2) Residential street address numbers shall be no less than four (4) inches in height and 0.5 inches in width.
 - (3) Individual unit identification numbers on apartment/townhome/patio home/office doors shall be no less than four (4) inches in height and 0.5 inches in width.
 - (4) Complex building identification numbers/letters shall be no less than twelve (12) inches in height. Lowest and highest numbers affixed under the building identification shall be no less than four (4) inches in height. These numbers need to be in reflective numbering/lettering or be illuminated at night.
 - (5) Numbers identifying individual units of a multi-unit business/industrial complex having outside entrances shall be no less than four (4) inches in height.
 - (6) All numbers/letters shall be of contrasting color from the surface to which they are mounted and need be reflective if so required.
 - (7) Numbers/letters shall be properly maintained so that they are clearly visible at all times.
- (f) Owners shall be provided sixty (60) days' notice to become in compliance.
- (g) If not in compliance after sixty (60) days, a person will be considered to be in violation of this section and shall be guilty of a misdemeanor which shall be punishable by a fine of not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00).

- (19) *Section 507.5.1* is amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter is constructed or moved into or within the jurisdiction is more than three hundred (300) feet from a hydrant on a fire apparatus road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

- (20) *Section 507.5.1* is amended by deleting the exceptions.

- (21) *Section 507.5.1.1* is amended to read as follows:

507.5.1.1 Hydrant for stand pipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within fifty (50) feet.

- (22) *Section 507.5.1.1* is amended by deleting the exception.

- (23) *Section 507.5.2* is amended to read as follows:

507.5.2.1. Cost—The cost of maintaining fire hydrants on private property will be the burden of the occupant and/or owner of that property.

- (24) *Section 507.5.7* is amended by adding the following:

507.5.7. Marking. All fire hydrants located in the city shall be identified with a blue reflector affixed to the pavement so that a hydrant is readily visible to arriving fire companies. On unpaved streets, a blue reflector shall be affixed to a post as close as practicable to the edge of the roadway so as to be visible. Specifications of type and placement of markers shall be obtained from the fire prevention office.

- (25) *Section ~~604.5.1~~603.6.1* is amended to read as follows:

~~604.5.1. 603.6.1~~ Power supply. Extension cords shall be plugged directly into an approved receptacle and, except for approved multi-plug extension cords, shall serve only one portable appliance.

- (26) *Section ~~604.10~~603.10* is amended by to read as follows:

~~604.10~~603.10. Portable, electric space heaters. Portable, electric space heaters are prohibited in all occupancies except for one and two family dwellings.

- (27) *Section 903.1.2* is amended to read as follows:

903.1.2. An approved automatic fire sprinkler system meeting the requirements of section 903 shall be installed in buildings as follows:

- (a) All buildings ~~having a fire area~~ exceeding 12,000 sq. ft.

Exception: If there is a conflict between this section and other sections of this code, the most restrictive requirement shall apply.

- (b) Any building constructed after October 20, 2005, that exceeds 20,000 sq. ft. or any attached construction, alteration, or addition to an existing structure of any group that causes the structure to exceed 20,000 sq. ft. For purposes of this section, an automatic fire sprinkler system shall be installed in the non-conforming or existing structure in addition to the new construction area.

- (28) *Section 903.2* is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section or when the gross square footage of the building or structure exceeds twelve thousand (12,000) square feet.

- (29) *Section 903.2.1.5.1* is amended by adding the following:

903.2.1.5.1 Spaces under grandstands and bleachers. Enclosed spaces under grandstands and bleachers shall be equipped with an automatic sprinkler system in accordance with Section 903.1.1.

- (30) *Section 903.2.6* is amended by adding the following:

903.2.6.1 Facilities housing individuals incapable of self-preservation. Any facility, other than a foster home that houses individuals that are incapable of self-preservation, as defined by the Life Safety Code, N.F.P.A. 72 fire alarm and N.F.P.A. 13 automatic sprinkler.

Exception:

1. In the case of a personal care facility, child-care, group home or in-home residential child care that houses fewer than six clients, including a person who is incapable of self-preservation, a 13 R or 13 D automatic sprinkler shall be acceptable.
2. In the case of a personal care facility, child-care, group home, or in-home residential child care that houses fewer than six clients, including a person who is incapable of self-preservation, a residential automatic fire alarm system with smoke detection shall be acceptable.

- (~~2731~~) *Section 903.2.6* is amended by adding the following:

903.2.6.2 Inspection by Fire Marshal. The City of Alvin Fire Marshal or their designee shall inspect all registered and licensed personal care facilities, foster care facilities, foster care, child-care, and group homes within the City of Alvin for compliance with the fire code.

(2832) Section 903.2.8 is amended to read as follows:

903.2.8 Group R. An automatic sprinkler system shall be provided throughout all buildings with a Group R occupancy fire area, including attached balconies, storage closets, patios, porches, breezeways, car ports, and porte ~~chahe~~cocheres, regardless of fire separations.

(2933) Section 903.3.7 is amended to read as follows:

903.3.7 Fire Department connections. The fire department connection (FDC) shall be located at a point no further than twenty (20) feet from a fire apparatus access road, remotely located at a horizontal distance that is greater than the height of the building on the main street side, and easily accessible to the Fire Department. The location of the FDC shall be such so as to provide hose connections that shall not block access to the building or obstruct other fire apparatus from accessing the building. There shall be an approved sign as specified by the Fire Marshal designating the address served by the FDC. A fire hydrant shall be located within fifty feet (50) feet of the FDC measured along a fire apparatus road.

(3034) Section ~~905.5~~905.3.2 is amended to read as follows:

~~905.5.1~~905.3.2 Groups A-1 and A-2. In Group A-1 and A-2 occupancies with occupant loads of more than 500, Class I or Class III hose connections shall be located on each side of any stage, on each side of the rear of auditorium, on each side of the balcony, and on each tier of dressing rooms.

(3135) Section 907.1.2 is amended to read as follows:

907.1.2.1 All new fire alarm systems installed in structures with more than one story, or larger than five thousand (5,000) square feet shall be addressable and communication devices shall be compatible for emergency force notification. The system shall have occupant notification throughout the building in compliance with ADA requirements. ~~and manual pull stations with audible tamper covers shall be required by all exits regardless of any conflicting provision in the code.~~ Audible tamper covers shall be installed on any manual pull station.

(3236) Section 907.2.1.1 is amended to read as follows:

907.2.1.1 System initiation in Group A occupancies with an occupant load of 300 or more. All new and existing assembly buildings with an occupant load of 300 or greater shall install Emergency Voice Evacuation (EVAC) systems in accordance with NFPA 72.

(3337) Section 907.6.6 is amended to read as follows:

907.6.6 Monitoring. Where required by this chapter, an approved supervising station in accordance with NFPA 72 shall monitor fire alarm systems. All alarm activations monitored by an approved supervising station shall not be subject to pre-qualification. Instead, the fire department shall immediately be notified of all alarm activations.

(3438) Section ~~1029.1.1.1~~ 1030.1.1.1 is amended to read as follows:

~~1029.1.1.1~~ 1030.1.1.1 Spaces under grandstands and bleachers. Enclosed spaces under grandstands and bleachers shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1.

(3539) Section ~~1029.1.1.1~~ 1030.1.1.1 is amended by deleting the exception.

(3640) Section 2804.1 is amended by adding the following section:

2804.1.1 Facilities covered under Chapter 2804 shall have sufficient water supply and equipment to self-sustain fire extinguishment within one hour of fire department response.

(3741) Section 3107.5 is amended to read as follows:

3107.5 Outdoor assembly events with concession stands or booths shall comply with the requirements of Section 4106 Mobile Food preparation vehicles. No open flame cooking or cooking that produces grease laden vapor shall be conducted in a tent or membrane structure.

(42) Section ~~3107.12.4~~ 3108.12.4 is amended to read as follows:

~~3107.12.4~~ 3108.12.4 Operations such as warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved.

(3843) Section 3405.8 is amended to read as follows:

3405.8 Off-Loading of Trucks. All incoming tires by truck or trailer shall be off-loaded within four (4) hours and worked into stock on non-combustible racks as required for all tire storage. Tires are not to be left on the ground at the end of the

workday and the truck or trailer transporting the incoming tires shall be removed from the site immediately following off-loading.

(3944) *Section 5704* is amended to add new subsections 5704.2.7.1.1, 5704.2.7.1.2, 5704.2.7.1.3, 5704.2.7.1.4 and 5704.2.7.1.5 to read as follows:

5704.2.7.1.1. Vaulted aboveground tanks shall consist of an interior steel tank which is U.L. listed in accordance with U.L. Standard 142 “Steel Aboveground Tanks for Flammable and Combustible Liquids” and a secondary containment liner located within the concrete vault. The entire vaulted tank assembly shall be U.L. listed in accordance with U.L. Subject 2085, Protected Type.

5704.2.7.1.2. All interior steel tanks of vaulted aboveground tanks shall meet the requirements of NFPA 30 for aboveground tanks including those for venting.

5704.2.7.1.3. All steel tank openings within the vaulted aboveground tanks shall be threaded except for detector tubes.

5704.2.7.1.4. All portions of the interior steel tank within the vaulted aboveground tank, and secondary containment liner, shall be enclosed in no less than six (6) inches of reinforced concrete with all openings located above the normal liquid level.

5704.2.7.1.5. All vaults for vaulted aboveground tanks shall meet the following requirements:

1. Be placed on a reinforced concrete pad adequate to support the loading of a full vault in accordance with manufacturers’ recommendations;
2. Have a five gallon minimum over-fill containment;
3. Have leak detection devices installed and operational at all times.

(4045) *Section 5706.2.4.4* is amended to read as follows:

5706.2.4.4 Locations where aboveground tanks are prohibited. The storage of Class I and II liquids in aboveground tanks is prohibited unless otherwise approved by the fire official. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons, unless otherwise approved by the fire official.

(4146) *Section 6104.2* is amended to read as follows:

6104.2 Maximum capacity within established limits. Tanks are prohibited unless otherwise approved by the fire official. The aggregate capacity of any one

installation shall not exceed a water capacity of 2,000 gallons, unless otherwise approved by the fire official.

(4247) *Chapter 80 Reference Standards* is amended to include the following:

Buildings, installations, equipment, processes or procedures not specifically provided for in the International Fire Code shall comply with the most recent standards of National Fire Protection Association (NFPA) Chapter 1 The National Fire Code or Chapter 101 The Life Safety Code.

...

ARTICLE VII. - PRECAUTIONS AGAINST FIRE

DIVISION 1. - TRASH DISPOSAL RECEPTACLES

...

~~Secs. 9-212—9-222. --Reserved.~~

DIVISION 2. – STANDARDS AND GUIDELINES FOR

ELECTRIC VEHICLE CHARGING STATIONS

The current building, electric and fire codes adopted by the City of Alvin do not include references to **Electric Vehicle** (“EV”) charging stations and systems. Therefore, the following information shall serve as a fire safety standard for the installation of EV charging stations and systems for the commercial use or sale of electricity for recharging electric vehicles through a Class 2 charging Station or a Direct Current Fast Charging (DCFC) station. This standard is not considered all-inclusive and if in conflict with other standards the more stringent shall apply.

Sec. 9-212. Electric vehicle charging stations and systems.

Electric vehicle charging stations and systems shall be installed in accordance with the most recent addition of the International Building Code, International Fire Code, and NFPA 70. Electric vehicle charging stations and system equipment shall be *listed* and labeled in accordance with UL 2022. Electric vehicle supply equipment shall be *listed* and labeled in accordance with UL 2594.

Section 9-213. Separation of vehicles and equipment.

All parking stations shall be ADA van accessible with a minimum of five (5) feet between each EV parking space according to IBC 1107. Control systems and supporting electrical equipment shall be located a minimum of **ten (10) feet** from the closest parking station or provide a minimum of a two-hour fire separation.

Sec. 9-214. Crash Protection.

All charging stations and related electric equipment shall be protected by bollards to provide vehicle impact protection on all sides exposed to vehicle traffic.

Sec. 9-215. Emergency Shut Off.

An emergency shut off shall be provided that is not greater than 100 feet and not less than 20 feet from the charging stations. The emergency shut off shall be accessible, readily visible, and shall terminate the power to all charging stations. Signage shall be provided that identifies the emergency shut off location.

Sec. 9-216. Charging Cord.

The charging cord shall be a universal type that supports charging of most electric vehicles.

Sec. 9-217. Protected Circuitry.

The communication of the protected circuitry between the vehicle and the charging station shall not be solely dependent on the charging cord. Additional protections such as a break away system shall be installed on the charging cord to provide a means of disconnect in the event a vehicle drives off while the cord is attached, and thermal protection shall be installed that provides an automatic means to disconnect the flow of electricity in the event of excessive heat or thermal runaway.

Sec. 9-218. Means of extinguishment.

A suitable means of extinguishing or containing a vehicle fire shall be provided. Such as a fire blanket stored on site in a readily accessible and visible location. As an alternative, a fire blanket may be provided to the fire department to be put in the closest responding apparatus.

Sec. 9-219. Fire Hydrants.

A fire hydrant shall be located within 300 feet of the charging station.

Sec. 9-220. Addressing.

The address shall be posted on the electrical equipment near the main disconnect. The address shall be six-inch brush stroke contrasting color and visible from the street.

Sec. 9-221. Knox Box.

A Knox box shall be installed on a post near the electric equipment. The owner shall provide keys to be placed in the Knox box to provide fire department access to locked electrical equipment.

Sec. 9-222. Reference Standards.

International Building Code, International Fire Code NFPA 70, ICC Electric Vehicles and the Building Code 2021, CFR Title 23 Chapter 1 Subchapter G part 680, Texas Utilities Code Title 2, Subchapter B Chapter 42, Texas Occupations Code 2311.001.

This standard is technology driven and shall remain fluid. Therefore, any new adopted safety standard shall be retroactive to existing installations. Likewise, any current required safety standard that is proven unsafe shall be removed.

Section 2. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 3. Code of Ordinances. It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

Section 4. Penalty. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the *Texas Local Government Code*, and the *City of Alvin Charter*.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-K

AN ORDINANCE AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADOPTING THE 2024 INTERNATIONAL FIRE CODE AS PUBLISHED WITH CERTAIN AMENDMENTS AND DELETIONS; PROVIDING FOR A PENALTY AND PUBLICATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas, Chapter 9, Fire Prevention and Protection, is hereby amended to read as follows:

FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

...

Sec. 9-5. Discharge or sale of fireworks.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Distributor means those who sell fireworks to retailers or to jobbers, for resale to others.

Fireworks means any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrocketes, torpedoes, Roman candles, sparklers, squibs, fire balloons, sky lanterns, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles or substances within the commonly accepted meaning of fireworks, whether specifically designated and defined in this subsection or not.

Illegal fireworks means a fireworks device manufactured, distributed, used, sold, offered for sale, possessed, kept, discharged, ignited, detonated, or fired in violation of this section.

Importer means those who import fireworks from a foreign country for sale to distributors, jobbers, or retailers within the state.

Jobber means those who purchase fireworks for resale to consumers only.

Manufacturer means persons that are engaged in the making of fireworks.

Person means and includes any natural person, association of persons, partnership, corporation, agent, or officer of a corporation, or any other entity howsoever formed and shall also include all warehousemen, common and private carriers, bailees, trustees, receivers, executors, and administrators.

Public display means the igniting and shooting of fireworks for public amusements.

Retailer means those persons who purchase fireworks for resale to consumers only.

- (b) *General prohibition.* Except as otherwise specifically provided in this section, it shall be unlawful for any person to sell, offer to sell, possess for wholesale and/or distribution, or possess with the intent to sell, use, discharge, ignite, detonate, fire, or otherwise set in action any fireworks of any description.
- (c) *Exceptions.* The general prohibitions set forth in subsection (b) shall not apply to the following:
 - (1) Subsection (b) shall not apply to toy pistols, toy canes, toy guns, or similar devices in which paper caps obtaining 0.0025 grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.
 - (2) It shall not be unlawful, upon a permit issued by the fire marshal, for any person engaged in any organized play, legitimate theatrical performance, circus, or other show designed for the amusement and edification of the general public to use, discharge, or cause to be discharged and ignited fireworks as a part of an act, performance, play, or circus, so long as such person does not also engage in the retailing, wholesaling, selling, or distribution of any of such fireworks. The fire marshal shall cause to be made an investigation of each application made under this subsection to determine whether the use of such fireworks as proposed shall be of such character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of reasonable discretion, grant or deny the application for such permit.
 - (3) Subsection (b) shall not apply to signal flares and torpedoes of the type and kind commonly used by any railroads, which signal flares and torpedoes are received by and stored or transported by any railroad operation; nor shall subsection (b) apply to any marine signal flare or rocket which is transported or received or stored for

use only as ship's stores; nor shall subsection (b) apply to signal flares or rockets for military or police use; nor shall subsection (b) apply to signal flares for use by motorists in distress.

- (d) *Public display exempted.* The provisions of subsection (b) shall not apply to a public display of fireworks made under the terms and conditions of this subsection, and such display shall be permitted upon compliance with the provisions of the city's adopted fire prevention code and of this subsection, as follows:
- (1) Any adult person or any firm, co-partnership, corporation or association planning to make a public display of fireworks shall first make written application for a permit to the fire marshal at least thirty (30) days in advance of the date of the proposed display.
 - (2) It shall be the duty of the fire marshal to make an investigation as to whether the display as proposed by the applicant for a permit under this section shall be of such a character that it may be hazardous to property or dangerous to any person; and he shall, in the exercise of reasonable discretion, grant or deny the application, subject to the conditions prescribed in this subsection and the adopted fire prevention code. If the application is approved, a permit shall be issued for the public display by the fire marshal. Such permit shall be for a period of time designated on the permit, but shall not exceed fourteen (14) days, and the permit shall not be transferable. If the application is denied by the fire marshal, he shall notify the applicant of the denial in writing.
 - (3) The applicant for a display permit under this subsection shall, at the time of making application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the state; and he shall file with the fire marshal a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than three hundred thousand dollars (\$300,000.00), issued by an insurance carrier authorized to transact business in the state, for the benefit of the person named therein as insured, as evidence of ability to respond in damages in at least the amount of three hundred thousand dollars (\$300,000.00), such policy to be approved by the city manager. In lieu of insurance, the applicant may file with the fire marshal a bond in the amount of three hundred thousand dollars (\$300,000.00), issued by an authorized surety company approved by the city manager, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his agents, servants, employees, or subcontractors in the presentation of the public display.

- (4) The range of aerial displays shall not be more than two hundred (200) feet, and the fireworks shall be discharged vertically from tubes approved by the fire marshal.
- (5) The limit of a display authorized by this subsection shall be not more than forty-five (45) minutes per performance, and there shall not be more than two (2) performances in each twenty-four (24) hours.
- (6) No public display of fireworks shall be of such a character and so located, discharged, or fired as to be hazardous or dangerous to persons or property, and this determination shall be within the sound discretion of the fire marshal.
- (7) The person handling the display of fireworks under this subsection shall be competent, licensed pyrotechnic operators approved by the fire marshal. No person not approved by the fire marshal shall handle fireworks at the public display. The names of the experienced pyrotechnic operators shall be designated on the permit issued.
- (8) For each public display of fireworks under this subsection, the fire marshal may require that not less than two (2) firefighters of the volunteer fire department be in attendance during the display. The expense of such firefighters at the display shall be borne by the applicant for the permit and shall be paid in advance at the time of the application for the permit.

(e) *Illegal fireworks declared nuisance.*

- (1) Except as otherwise provided in this section, the presence of any fireworks in violation of this section located within the city is hereby declared to be a common and public nuisance. The fire marshal is directed to and shall seize any fireworks found in violation of this section, and any authorized deputy of the fire marshal, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop the transportation of illegal fireworks and to detain any persons with illegal fireworks or to close any building where any fireworks are found stored illegally until the fire marshal can be notified, in order that such fireworks may be seized in accordance with the terms of this section.
- (2) Notwithstanding any penal provision of this section, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both, for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping, or use of fireworks within the city. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.
- (3) If any fireworks or combustibles are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may

dispose of such fireworks or combustibles without further process of law. The fire marshal is authorized to dispose of any abandoned fireworks or combustibles that he deems to be hazardous to life or property.

- (4) If a person charged is found guilty of violating the provisions of this section or any rule or regulation adopted pursuant thereto with regard to fireworks, the fire marshal is authorized to dispose of the confiscated material in such a way as he shall deem equitable.
- (f) *Penalty for violation of section.* Any person who shall violate this section shall be guilty of a misdemeanor which shall be punishable by a fine in an amount not to exceed two thousand dollars (\$2,000.00) for each day of violation of this section.

...

Sec. 9-14. International Fire Code, 2024 Edition, adopted; amendments.

- (a) Except as provided in this section, the International Fire code, 2024 Edition, published by the International Code Council, Inc., an authentic copy of which has been filed with the City Secretary, is hereby adopted and made a part of this article, except as follows:
- (b) The reference to “fire code official” in the International Fire Code shall mean the “fire marshal,” or a duly authorized representative charged with the duties of administration and enforcement of the code.
 - [(1) *Reserved.*]
 - (2) *Section 101.1* is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Alvin, Texas, hereinafter sometimes referred to as “this code.”
 - (3) *Section 101.2.1* is hereby amended to read as follows:

101.2.1 Appendices. All provisions in the appendices are hereby adopted.
 - (4) *Section 102.7* is hereby amended to read as follows:

102.7. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80 hereof, and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of the most restrictive shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. This determination shall be made by the fire code official.
 - (5) *Section 103.2* is deleted.

- (6) *Section 110.5* is amended to read as follows:

110.5 Rendering equipment inoperable.

- (a) Portable or fixed fire-extinguishing systems or devices and fire-warning systems shall not be rendered inoperative or inaccessible except as necessary during emergencies, maintenance, repairs, alterations, drills or prescribed testing.
- (b) No fire protection system may be taken out of service or allowed to remain out of service beyond four (4) hours without the prior approval of the Fire Marshal. The Fire Marshal shall be notified prior to any fire sprinkler or standpipe system being temporarily or permanently removed from service. No operation protected by a fire suppression system may be used or operated while the fire suppression system is out of service.

- (7) *Section 113.4* is amended to read as follows:

113.4 Violation penalties. Persons who violate this code or who fail to comply with any of the requirements in this code, or who erect, install, alter, repair or do work in violation of the approved construction documents or contrary to the directives of the code official or in violation of a permit or certificate issued under provisions of this code, shall be assessed a fine up to \$2,000. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (8) *Section 114.4* is amended to read as follows:

112.4 Failure to comply. Any person who continues work after having been served with a stop work order, except such work the code official has directed to be performed to remedy a violation or unsafe condition, shall be subjected to a fine not to exceed \$2,000.

- (9) *Section 202.* The following definitions in Section 202 are amended to read as follows:

Facility. A building or use in a fixed location, including exterior storage areas, piers, wharves, tank farms, and similar uses. This term includes recreational vehicles, mobile home parks, manufactured housing parks, sales lots, and storage lots.

Fire Code Official. The fire marshal or a duly authorized representative charged with the duties of administration and enforcement of the code.

- (10) *Section 304.1.4.1* is amended to read as follows:

Section 304.1.4.1 Spaces under grandstands and bleachers shall not be utilized for purposes other than means of egress except where equipped with an automatic fire sprinkler system.

- (11) *Section 315* is amended by creating the following subsection:

315.1.1 High-piled combustible storage. High-piled combustible storage shall comply with section 3201.

- (12) *Section 315.3.1* is amended by deleting the exception.

- (13) *Section 401.1* is amended by deleting the exception.

- (14) *Section 403* is amended by adding the following:

403.1.1 Fees. Fire watch fees shall be paid upon completion of fire watch as specified in Chapter 28 of the City of Alvin Code of Ordinances.

403.1.2 Enforceability. The Emergency Preparedness Requirements as described in 403.1 and approved by the fire code official, shall be complied with and is enforceable under provisions of this code. Any person, firm or corporation violating a provision of this section shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the City of Alvin Code of Ordinances.

- (15) *Section 403.11.1* is amended by adding the following:

403.11.1.3 Qualified individual. A qualified individual shall be an independent third party such as a firefighter, police officer or security guard that has been properly trained for evacuation and fire suppression. The qualified individual shall provide proof of certification upon request and shall have no other duties while providing the fire watch.

- (16) *Section 503.1.1* is amended to read as follows:

503.1.1. Buildings and Facilities. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with section 903.1.1.1, 903.3.1.2 or 903.3.1.3;

2. Fire apparatus access roads cannot be installed due to location on property, topography, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided; or
 3. There are not more than two Group R-3 or Group U occupancies.
- (17) *Section 504* is amended to add a new subsection 504.4 to read as follows:
- 504.4 Rear exterior building access. A building that is 40 feet or greater in depth shall have an exterior rear access door.
- (18) *Section 505.1* is amended to read as follows:
- 505.1. Address identification. All new and existing buildings, whether commercial or residential, fronting on any street or alley in the city shall be numbered by the owner thereof, according to the address assigned to said building by the city engineering department.
- (a) For residential homes, contrasting numbers will be laced on the residence that is facing the street. If curbs are present, the numbers will be painted on the curbs in block lettering with a white box background with black numbering. If a curb is not present, the numbers shall be posted on both sides of a free-standing mailbox in a clear and legible manner. If neither a curb nor free standing mailbox is present, or if the residence sits too far off of the roadway and is not visible from the street, numbers to the residence will be placed in the yard to show the address so it is visible from the street.
 - (b) The owner(s) of apartments, condominiums, townhomes, patio homes, business and industrial complexes having a single or common street address shall have a numbering system to identify each individual unit in said complex. Numbers shall be affixed by the owner(s) to the entry door of each unit. Separate complex buildings containing two (2) or more individual units shall be identified by affixing a building number or letter on two (2) sides of said building facing the nearest drivable approach. Numbers shall be affixed below said building identification number(s)/letter(s) representing the lowest through the highest numbered individual units contained in said building.
 - (c) The owner(s) of hotels, motels, hospitals, nursing/retirement homes, private and public schools, or office buildings containing multi-offices shall affix numbers on each separate office, room, suite, etc., in said building(s).
*Private/executive entrances to offices may be exempted by the fire code official.

- (d) The owner(s) of a mobile home park having a single or common street address shall identify each separate mobile home in said park by affixing numbers to the end or side of said mobile home that is most visible when approached by a vehicle. If the trailer park has multiple entrances and/or drives, the sign stating the numbers will be placed at the beginning of the row or drive to show what numbers are on the corresponding sides.
- (e) Number sizes, color, and maintenance:
 - (1) Commercial and residential street address numbers shall be no less than six (6) inches in height and one (1) inch in width.
 - (2) Residential street address numbers shall be no less than four (4) inches in height and 0.5 inches in width.
 - (3) Individual unit identification numbers on apartment/townhome/patio home/office doors shall be no less than four (4) inches in height and 0.5 inches in width.
 - (4) Complex building identification numbers/letters shall be no less than twelve (12) inches in height. Lowest and highest numbers affixed under the building identification shall be no less than four (4) inches in height. These numbers need to be in reflective numbering/lettering or be illuminated at night.
 - (5) Numbers identifying individual units of a multi-unit business/industrial complex having outside entrances shall be no less than four (4) inches in height.
 - (6) All numbers/letters shall be of contrasting color from the surface to which they are mounted and need be reflective if so required.
 - (7) Numbers/letters shall be properly maintained so that they are clearly visible at all times.
- (f) Owners shall be provided sixty (60) days' notice to become in compliance.
- (g) If not in compliance after sixty (60) days, a person will be considered to be in violation of this section and shall be guilty of a misdemeanor which shall be punishable by a fine of not less than two hundred dollars (\$200.00) nor more than two thousand dollars (\$2,000.00).

(19) *Section 507.5.1* is amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter is constructed or moved into or within the jurisdiction is more than three hundred (300) feet from a hydrant on a fire apparatus road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

(20) *Section 507.5.1* is amended by deleting the exceptions.

(21) *Section 507.5.1.1* is amended to read as follows:

507.5.1.1 Hydrant for stand pipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within fifty (50) feet.

(22) *Section 507.5.1.1* is amended by deleting the exception.

(23) *Section 507.5.2* is amended to read as follows:

507.5.2.1. Cost—The cost of maintaining fire hydrants on private property will be the burden of the occupant and/or owner of that property.

(24) *Section 507.5.7* is amended by adding the following:

507.5.7. Marking. All fire hydrants located in the city shall be identified with a blue reflector affixed to the pavement so that a hydrant is readily visible to arriving fire companies. On unpaved streets, a blue reflector shall be affixed to a post as close as practicable to the edge of the roadway so as to be visible. Specifications of type and placement of markers shall be obtained from the fire prevention office.

(25) *Section 603.6.1* is amended to read as follows:

603.6.1 Power supply. Extension cords shall be plugged directly into an approved receptacle and, except for approved multi-plug extension cords, shall serve only one portable appliance.

(26) *Section 603.10* is amended by to read as follows:

603.10. Portable, electric space heaters. Portable, electric space heaters are prohibited in all occupancies except for one and two family dwellings.

(27) *Section 903.1.2* is amended to read as follows:

903.1.2. An approved automatic fire sprinkler system meeting the requirements of section 903 shall be installed in buildings as follows:

(a) All buildings exceeding 12,000 sq. ft.

Exception: If there is a conflict between this section and other sections of this code, the most restrictive requirement shall apply.

- (b) Any building constructed after October 20, 2005, that exceeds 20,000 sq. ft. or any attached construction, alteration, or addition to an existing structure of any group that causes the structure to exceed 20,000 sq. ft. For purposes of this section, an automatic fire sprinkler system shall be installed in the non-conforming or existing structure in addition to the new construction area.

- (28) *Section 903.2* is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section or when the gross square footage of the building or structure exceeds twelve thousand (12,000) square feet.

- (29) *Section 903.2.1.5.1* is amended by adding the following:

903.2.1.5.1 Spaces under grandstands and bleachers. Enclosed spaces under grandstands and bleachers shall be equipped with an automatic sprinkler system in accordance with Section 903.1.1.

- (30) *Section 903.2.6* is amended by adding the following:

903.2.6.1 Facilities housing individuals incapable of self-preservation. Any facility, other than a foster home that houses individuals that are incapable of self-preservation, as defined by the Life Safety Code, N.F.P.A. 72 fire alarm and N.F.P.A. 13 automatic sprinkler.

Exception:

1. In the case of a personal care facility, child-care, group home or in-home residential child care that houses fewer than six clients, including a person who is incapable of self-preservation, a 13 R or 13 D automatic sprinkler shall be acceptable.
2. In the case of a personal care facility, child-care, group home, or in-home residential child care that houses fewer than six clients, including a person who is incapable of self-preservation, a residential automatic fire alarm system with smoke detection shall be acceptable.

- (31) *Section 903.2.6* is amended by adding the following:

903.2.6.2 Inspection by Fire Marshal. The City of Alvin Fire Marshal or their designee shall inspect all registered and licensed personal care facilities, foster care

facilities, foster care, child-care, and group homes within the City of Alvin for compliance with the fire code.

- (32) *Section 903.2.8* is amended to read as follows:

903.2.8 Group R. An automatic sprinkler system shall be provided throughout all buildings with a Group R occupancy fire area, including attached balconies, storage closets, patios, porches, breezeways, car ports, and porte cocheres, regardless of fire separations.

- (33) *Section 903.3.7* is amended to read as follows:

903.3.7 Fire Department connections. The fire department connection (FDC) shall be located at a point no further than twenty (20) feet from a fire apparatus access road, remotely located at a horizontal distance that is greater than the height of the building on the main street side, and easily accessible to the Fire Department. The location of the FDC shall be such so as to provide hose connections that shall not block access to the building or obstruct other fire apparatus from accessing the building. There shall be an approved sign as specified by the Fire Marshal designating the address served by the FDC. A fire hydrant shall be located within fifty feet (50) feet of the FDC measured along a fire apparatus road.

- (34) *Section 905.3.2* is amended to read as follows:

905.3.2 Groups A-1 and A-2. In Group A-1 and A-2 occupancies with occupant loads of more than 500, Class I or Class III hose connections shall be located on each side of any stage, on each side of the rear of auditorium, on each side of the balcony, and on each tier of dressing rooms.

- (35) *Section 907.1.2* is amended to read as follows:

907.1.2.1 All new fire alarm systems installed in structures with more than one story, or larger than five thousand (5,000) square feet shall be addressable and communication devices shall be compatible for emergency force notification. The system shall have occupant notification throughout the building in compliance with ADA requirements. Audible tamper covers shall be installed on any manual pull station.

- (36) *Section 907.2.1.1* is amended to read as follows:

907.2.1.1 System initiation in Group A occupancies with an occupant load of 300 or more. All new and existing assembly buildings with and occupant load of 300 or greater shall install Emergency Voice Evacuation (EVAC) systems in accordance with NFPA 72.

- (37) *Section 907.6.6* is amended to read as follows:

907.6.6 Monitoring. Where required by this chapter, an approved supervising station in accordance with NFPA 72 shall monitor fire alarm systems. All alarm activations monitored by an approved supervising station shall not be subject to pre-qualification. Instead, the fire department shall immediately be notified of all alarm activations.

- (38) *Section 1030.1.1.1* is amended to read as follows:

1030.1.1.1 Spaces under grandstands and bleachers. Enclosed spaces under grandstands and bleachers shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1.

- (39) *Section 1030.1.1.1* is amended by deleting the exception.

- (40) *Section 2804.1* is amended by adding the following section:

2804.1.1 Facilities covered under Chapter 2804 shall have sufficient water supply and equipment to self-sustain fire extinguishment within one hour of fire department response.

- (41) *Section 3107.5* is amended to read as follows:

3107.5 Outdoor assembly events with concession stands or booths shall comply with the requirements of Section 4106 Mobile Food preparation vehicles. No open flame cooking or cooking that produces grease laden vapor shall be conducted in a tent or membrane structure.

- (42) *Section 3108.12.4* is amended to read as follows:

3108.12.4 Operations such as warming of foods, cooking demonstrations, and similar operations that use solid flammables, butane, or other similar devices which do not pose an ignition hazard may be approved.

- (43) *Section 3405.8* is amended to read as follows:

3405.8 Off-Loading of Trucks. All incoming tires by truck or trailer shall be off-loaded within four (4) hours and worked into stock on non-combustible racks as required for all tire storage. Tires are not to be left on the ground at the end of the workday and the truck or trailer transporting the incoming tires shall be removed from the site immediately following off-loading.

- (44) *Section 5704* is amended to add new subsections 5704.2.7.1.1, 5704.2.7.1.2, 5704.2.7.1.3, 5704.2.7.1.4 and 5704.2.7.1.5 to read as follows:

5704.2.7.1.1. Vaulted aboveground tanks shall consist of an interior steel tank which is U.L. listed in accordance with U.L. Standard 142 “Steel Aboveground Tanks for Flammable and Combustible Liquids” and a secondary containment liner located within the concrete vault. The entire vaulted tank assembly shall be U.L. listed in accordance with U.L. Subject 2085, Protected Type.

5704.2.7.1.2. All interior steel tanks of vaulted aboveground tanks shall meet the requirements of NFPA 30 for aboveground tanks including those for venting.

5704.2.7.1.3. All steel tank openings within the vaulted aboveground tanks shall be threaded except for detector tubes.

5704.2.7.1.4. All portions of the interior steel tank within the vaulted aboveground tank, and secondary containment liner, shall be enclosed in no less than six (6) inches of reinforced concrete with all openings located above the normal liquid level.

5704.2.7.1.5. All vaults for vaulted aboveground tanks shall meet the following requirements:

1. Be placed on a reinforced concrete pad adequate to support the loading of a full vault in accordance with manufacturers’ recommendations;
2. Have a five gallon minimum over-fill containment;
3. Have leak detection devices installed and operational at all times.

(45) *Section 5706.2.4.4* is amended to read as follows:

5706.2.4.4 Locations where aboveground tanks are prohibited. The storage of Class I and II liquids in aboveground tanks is prohibited unless otherwise approved by the fire official. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons, unless otherwise approved by the fire official.

(46) *Section 6104.2* is amended to read as follows:

6104.2 Maximum capacity within established limits. Tanks are prohibited unless otherwise approved by the fire official. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons, unless otherwise approved by the fire official.

(47) *Chapter 80 Reference Standards* is amended to include the following:

Buildings, installations, equipment, processes or procedures not specifically provided for in the International Fire Code shall comply with the most recent

standards of National Fire Protection Association (NFPA) Chapter 1 The National Fire Code or Chapter 101 The Life Safety Code.

...

ARTICLE VII. - PRECAUTIONS AGAINST FIRE

DIVISION 1. - TRASH DISPOSAL RECEPTACLES

...

DIVISION 2. – STANDARDS AND GUIDELINES FOR ELECTRIC VEHICLE CHARGING STATIONS

The current building, electric and fire codes adopted by the City of Alvin do not include references to Electric Vehicle (“EV”) charging stations and systems. Therefore, the following information shall serve as a fire safety standard for the installation of EV charging stations and systems for the commercial use or sale of electricity for recharging electric vehicles through a Class 2 charging Station or a Direct Current Fast Charging (DCFC) station. This standard is not considered all-inclusive and if in conflict with other standards the more stringent shall apply.

Sec. 9-212. Electric vehicle charging stations and systems.

Electric vehicle charging stations and systems shall be installed in accordance with the most recent addition of the International Building Code, International Fire Code, and NFPA 70. Electric vehicle charging stations and system equipment shall be *listed* and labeled in accordance with UL 2022. Electric vehicle supply equipment shall be *listed* and labeled in accordance with UL 2594.

Section 9-213. Separation of vehicles and equipment.

All parking stations shall be ADA van accessible with a minimum of five (5) feet between each EV parking space according to IBC 1107. Control systems and supporting electrical equipment shall be located a minimum of ten (10) feet from the closest parking station or provide a minimum of a two-hour fire separation.

Sec. 9-214. Crash Protection.

All charging stations and related electric equipment shall be protected by bollards to provide vehicle impact protection on all sides exposed to vehicle traffic.

Sec. 9-215. Emergency Shut Off.

An emergency shut off shall be provided that is not greater than 100 feet and not less than 20 feet from the charging stations. The emergency shut off shall be accessible, readily visible, and shall

terminate the power to all charging stations. Signage shall be provided that identifies the emergency shut off location.

Sec. 9-216. Charging Cord.

The charging cord shall be a universal type that supports charging of most electric vehicles.

Sec. 9-217. Protected Circuitry.

The communication of the protected circuitry between the vehicle and the charging station shall not be solely dependent on the charging cord. Additional protections such as a break away system shall be installed on the charging cord to provide a means of disconnect in the event a vehicle drives off while the cord is attached, and thermal protection shall be installed that provides an automatic means to disconnect the flow of electricity in the event of excessive heat or thermal runaway.

Sec. 9-218. Means of extinguishment.

A suitable means of extinguishing or containing a vehicle fire shall be provided. Such as a fire blanket stored on site in a readily accessible and visible location. As an alternative, a fire blanket may be provided to the fire department to be put in the closest responding apparatus.

Sec. 9-219. Fire Hydrants.

A fire hydrant shall be located within 300 feet of the charging station.

Sec. 9-220. Addressing.

The address shall be posted on the electrical equipment near the main disconnect. The address shall be six-inch brush stroke contrasting color and visible from the street.

Sec. 9-221. Knox Box.

A Knox box shall be installed on a post near the electric equipment. The owner shall provide keys to be placed in the Knox box to provide fire department access to locked electrical equipment.

Sec. 9-222. Reference Standards.

International Building Code, International Fire Code NFPA 70, ICC Electric Vehicles and the Building Code 2021, CFR Title 23 Chapter 1 Subchapter G part 680, Texas Utilities Code Title 2, Subchapter B Chapter 42, Texas Occupations Code 2311.001.

This standard is technology driven and shall remain fluid. Therefore, any new adopted safety standard shall be retroactive to existing installations. Likewise, any current required safety standard that is proven unsafe shall be removed.

Section 2. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 3. Code of Ordinances. It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

Section 4. Penalty. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the *Texas Local Government Code*, and the *City of Alvin Charter*.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in the amount of \$220,340.40; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Contract/Agreement

Summary: This agreement with American Janitorial Services LTD was initially approved in the amount of \$140,976.00 by City Council on April 21, 2022, utilizing the public bid process, Bid # B-22-04. Addendum No. 1 was the first of up to three one-year renewal options, which began October 1, 2023, and ended September 30, 2024. Amendment No. 1, adding the new Recreation Center, was approved by City Council on February 1, 2024, for an amount not to exceed \$38,456 for janitorial service from March 1 through September 30, 2024. Addendum No. 2 is the second of up to three one-year renewal options and includes the full year of janitorial service (\$77,204.00) at the Recreation Center location, which began October 1, 2024, and ends September 30, 2025. Addendum No. 3 is the third and final one-year renewal option and has no increase in pricing, which will begin on October 1, 2025, and end on September 30, 2026.

Service Year	Proposal
FY26 (3rd one-year renewal option - Addendum 3)	\$220,340.40
FY25 (2nd one-year renewal option - Addendum 2)	\$220,340.40
FY24 (1st one-year renewal option - Addendum 1)	\$143,136 + \$38,456 = \$181,592
FY23 (Initial Award)	\$140,976

Staff recommends approval of Addendum No.3 as allowed in the Janitorial Services agreement in the amount of \$220,340.40 with American Janitorial Services as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$ 220,340.40 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/28/25

Supporting documents attached:

1. AJS Addendum No 3; FY26

2. AJS Letter of Continuation; FY26
 3. AJS Addendum 3; Price Per Location; FY26
-

Recommendation: Move to approve Addendum No. 3 for a one (1) year renewal agreement with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in the amount of \$220,340.40; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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

ADDENDUM NO. 3
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Addendum No. 3 to the City of Alvin Janitorial Agreement (“Addendum No. 1”) is made on this 1st day of May 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and American Janitorial Services, Ltd. (the “Contractor”).

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services to the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2023;

WHEREAS, Section III of the Agreement states that renewal shall be upon mutual consent of the parties and requires approval of the governing body. (See American Janitorial Services’ letter attached as Exhibit “A”);

WHEREAS, the City and American Janitorial Services entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024;

WHEREAS, the City and American Janitorial entered into Amendment No. 1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA), 3201 Highway 35, into the grounds maintenance inventory;

WHEREAS, the City and American Janitorial Services, Ltd. entered into Addendum No. 2 on or about May 2, 2024, agreeing to extend the term of the Agreement for an additional year ending September 20, 2025; and

WHEREAS, the City and American Janitorial Services, Ltd. desire to extend the term of the Agreement for the third and final of three one (1) year extensions ending September 30, 2026; and

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and American Janitorial Services hereby agree as follows:

I.

The original Agreement entered between the City and American Janitorial Services is extended for an additional year, ending September 30, 2026.

This renewal term is subject to all the provisions contained within the original Agreement and Amendment No. 1, which includes the additional pricing and frequency of the Recreation Center, Senior Center and east end restroom at Pearson Park.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 3, the provisions of this Addendum No. 3 shall control. This Addendum No. 3 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 3 to the Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

CITY OF ALVIN, TEXAS

By: _____

By: _____
Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

By: _____
Dixie Roberts, City Secretary

Name:

Title:

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney



• EXCELLENCE • INTEGRITY • RESPONSIVENESS

Apr 3, 2025

MS. Lori Pitts
City of Alvin- Parks & Recreation
Executive Secretary
281-388-4292
Lpitts@cityofalvin.com
1100 W Hwy 6 Alvin TX 77511
www.alvin-tx.gov

Ms Lori Pitts,

This letter of intent is to renew the current contract #B-22-04 for the new fiscal year starting Oct 1, 2025 and ending September 30, 2026.

There will be no price increase on the contract in place. If this is acceptable, please sign and return a copy of this letter as your agreement to the renewal.

We look forward to continuing our great working relationship.

_____ agrees to renew the janitorial services contract for city facilities starting October 1, 2025 and ending September 30, 2026.

Sincerely,

Felicia Sanchez

Felicia Sanchez- Operations Administrator I

B-22-04 Janitorial Services Contract
BID SUBMITTAL # 3 / American Janitorial Services LTD
Locations - Daily Cleaning

Item No.	Name	Address	Janitorial Services per Month	Supply Cost per Month	Estimated Annual Subtotal this item	Janitorial Services 0% Increase	FY24 Addendum #1	Janitorial Services 0% Increase	FY25 Addendum #2	Janitorial Services 0% Increase	FY26 Addendum #3
1	City Hall	216 W. Sealy Street	\$ 950.00	\$ 250.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
2	Public Services Facility	1100 W. Highway 6	\$ 925.00	\$ 150.00	\$ 12,900.00	\$ -	\$ 12,900.00	\$ -	\$ 12,900.00	\$ -	\$ 12,900.00
3	Library	105 S. Gordon St.	\$ 1,150.00	\$ 240.00	\$ 16,680.00	\$ -	\$ 16,680.00	\$ -	\$ 16,680.00	\$ -	\$ 16,680.00
4	Senior Citizen Facility	309 W. Sealy St.	\$ 800.00	\$ 100.00	\$ 10,800.00	\$ 2,160.00	\$ 12,960.00	\$ -	\$ 12,960.00	\$ -	\$ 12,960.00
5	Museum	302 W. Sealy St.	\$ 540.00	\$ 100.00	\$ 7,680.00	\$ -	\$ 7,680.00	\$ -	\$ 7,680.00	\$ -	\$ 7,680.00
6	Convention & Visitors Bureau	200 Depot Centre Blvd	\$ 100.00	\$ 65.00	\$ 1,980.00	\$ -	\$ 1,980.00	\$ -	\$ 1,980.00	\$ -	\$ 1,980.00
13	National Oak Park Restrooms	118 S. Magnolia	\$ 775.00	\$ 150.00	\$ 11,100.00	\$ -	\$ 11,100.00	\$ -	\$ 11,100.00	\$ -	\$ 11,100.00
15	Police Department	1500 N. Gordon St.	\$ 1,528.00	\$ 150.00	\$ 20,136.00	\$ -	\$ 20,136.00	\$ -	\$ 20,136.00	\$ -	\$ 20,136.00
16	Alvin Animal Adoption Center	550 Highway 6	\$ 670.00	\$ 95.00	\$ 9,180.00	\$ -	\$ 9,180.00	\$ -	\$ 9,180.00	\$ -	\$ 9,180.00
17	Public Services Facility #2	800 Dyche Lane	\$ 325.00	\$ 40.00	\$ 4,380.00	\$ -	\$ 4,380.00	\$ -	\$ 4,380.00	\$ -	\$ 4,380.00
18	Recreation Station (former)	302 W. House St.	\$ 425.00	\$ 50.00	\$ 5,700.00	\$ -	\$ 5,700.00	\$ -	\$ 5,700.00	\$ -	\$ 5,700.00
19	Fire/EMS Station #1	801 E. House St.	\$ 1,500.00	\$ 150.00	\$ 19,800.00	\$ -	\$ 19,800.00	\$ -	\$ 19,800.00	\$ -	\$ 19,800.00
20	Fire Station #2	110 Medic Lane	\$ 150.00	\$ 50.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
21	Fire Station #3	2700 FM1462	\$ 260.00	\$ 60.00	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00
	Recreation Center	3201 Highway 35	\$ 5,493.70	\$ 940.00	\$ 77,204.40	\$ -	\$ 38,456.00	\$ -	\$ 77,204.40	\$ -	\$ 77,204.40

Locations - Cleaning Per Request					
Item No.	Name	Address	Janitorial Services per Request	Supply Cost per Request	Subtotal this item
7	Portable Restroom	As Specified	\$ 120.00	\$ 26.00	\$ 146.00
8	Bob Briscoe Park Restrooms	3201 S. Highway 35	\$ 70.00	\$ 15.00	\$ 85.00
9	Lions Park Restrooms	1060 College Drive	\$ 83.00	\$ 15.00	\$ 98.00
10	Pearson Park West End Restroom	2200 Westpark Drive	\$ 70.00	\$ 15.00	\$ 85.00
	Pearson Park East End Restroom	2200 Westpark Drive	\$ 70.00	\$ 15.00	\$ 85.00
11	Morgan Park	1500 W. South St	\$ 70.00	\$ 15.00	\$ 85.00
12	Bob Owen Pool Restrooms	919 Bayou Dr.	\$ 70.00	\$ 15.00	\$ 85.00
14	Alvin Girl Scout House	1006 W. Adoue St.	\$ 115.00	\$ 70.00	\$ 185.00

<u>TOTAL Annual (Daily Cleaning)</u>	\$	140,976.00	\$ 181,592.00	\$ 220,340.40	\$ 220,340.40
			(incl. Rec. Center)		



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative maintenance services of City-owned buildings, in the amount of \$113,256; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Contract/Agreement

Summary: The agreement with the Brandt Companies, LLC, was initially approved in fiscal year 2022 in the amount of \$10,437 for two (2) months -- August and September 2022; and \$84,667 for the first full year of service from October 1, 2022, through September 30, 2023.

Addendum No. 1 was the first of three one (1) year renewal options with an annual cost of \$84,667 beginning October 1, 2023, and ending September 30, 2024. Within the same year, Amendment 1 added the new Recreation Center and was approved by City Council on February 1, 2024, for an amount of \$15,489, with service at that location from March 1 through September 30, 2024.

Addendum No. 2 was the second of three one (1) year renewal options with an annual cost of \$87,207, which includes a 3% price increase from the prior year and first full year of service at the Recreation Center for a cost of \$22,751 beginning October 1, 2024, and ending September 30, 2025.

Addendum No. 3 is the third and final one (1) year annual renewal option with an annual cost of \$113,256, which includes a 3% price increase from the prior year. Per the agreement, "This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI)".

Service Year	Proposal
FY26 (3rd and final one-year renewal, Addendum 3 incl 3% inc)	\$113,256 = (\$109,958 + \$3,298)
FY25 (2nd one-year renewal, Addendum 2 incl 3% inc + 1st full year PM service @ Rec Center)	\$109,958 = (\$87,207 + \$22,751)
FY24 (1st one-year renewal, Addendum 1 + Amendment 1 adding Rec Center)	\$100,156 = (\$84,667 + \$15,489)
FY23 (1st full year of service)	\$84,667
FY22 (Initial Award, 2 months of service)	\$10,437

HVAC equipment repair and replacement services provided by The Brandt Companies, LLC, are utilized on an "as-needed" basis with all costs pre-priced with "not to exceed" pricing already established by the Choice Partners cooperative purchasing network, Contract # PU19500.

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) Fast Track procurement process
- 2.) Lower procurement process
- 3.) Fewer change orders and claims
- 4.) Competitively bid local pricing in lump sum proposal
- 5.) Ability to accomplish a substantial number of individual projects with competitively bid contracts
- 6.) Oversight through Choice Partners, which audits the accuracy of all job order contract proposals

Staff recommends approval as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$113,256 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/28/25

Supporting documents attached:

1. Brandt; Addendum No. 3; FY26
 2. Brandt Letter of Intent; FY26
 3. Brandt HVAC Svcs; Addendum No 2
 4. Brandt HVAC Svcs; Addendum 1
 5. Brandt HVAC Svcs; Adding Recreation Center Amend
 6. Brandt HVAC PM Service Agreement 8-1-2022
-

Recommendation: Move to approve Addendum No. 3 for a one (1) year renewal agreement with The Brandt Companies, LLC, for HVAC preventative maintenance services of City-owned buildings, in the amount of \$113,256; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

ADDENDUM NO. 3
TO THE CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.

THIS Addendum No. 3 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Addendum No. 3”) is made on this the 1st day of May 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and The Brandt Companies, LLC., (“Brandt”).

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 20, 2024; and

WHEREAS, the City and Brandt entered into Amendment No. 1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA), 3201 Highway 35, into the HVAC Preventative Maintenance and Repair inventory;

WHEREAS, the City and Brandt entered into Addendum No. 2 on or about May 2, 2024, agreeing to extend the term of the Agreement for an additional year ending September 30, 2025, and included a price increase of three (3%) percent; and

WHEREAS, this Addendum No. 3 includes a price increase of three (3%) percent. (See Brandt’s letter attached as Exhibit “A”); and

WHEREAS, the City and Brandt desire to extend the term of the agreement for the third and final of three (3) additional one (1) year extensions, ending September 30, 2026.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Brandt hereby agree as follows:

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2026.

This renewal term is subject to all the provisions contained within the original Agreement unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 3, the provisions of this Addendum No. 3 shall control. This Addendum No. 3 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 3 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

THE BRANDT COMPANIES, LLC.

CITY OF ALVIN, TEXAS

By: _____
Christopher Clegg
Service Account Manager

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

Letter of Intent

March 31, 2025

The Brandt Companies LLC
8848 N Sam Houston Pkwy W.
Suite 410
Houston, TX 77064
Choice Partners #PU19500

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract for the upcoming fiscal year:

FY 26: October 1, 2025 – September 30, 2026.

Brandt is requesting a 3% (\$3,298) increase to this agreement.

Total Agreement: \$113,256.

Sincerely,



Trey Calvery
Director of Service
The Brandt Companies, LLC

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd., Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	1001 NE Loop 820., Ste. 300 Fort Worth, TX 76131 817.626.0033 TACLA 60298C TECL 20109 M 40211	8848 N Sam Houston Pkwy W., Ste 410 Houston, TX 77064 832.714.3200 TACLA 15221C TECL 20109 M 40211	6023 Corridor Parkway., Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	8175 Robinson Industrial Park Blvd., Ste. 1 Robinson, TX 76706 254.772.1693 TACLA 26979C TECL 20109 M 40211

ADDENDUM NO. 2

TO THE CITY OF ALVIN HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.

THIS Addendum No. 2 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Addendum No. 2") is made on this the 2nd day of May 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and The Brandt Companies, LLC., ("Brandt").

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 20, 2024; and

WHEREAS, the City and Brandt entered into Amendment #1 on or about February 1, 2024, adding the newly purchased Recreation Center property (former YMCA) 3201 Highway 35 into the HVAC Preventative Maintenance and Repair inventory;

WHEREAS, this Addendum No. 2 includes a price increase of three (3%) percent. (See Brandt's letter attached as Exhibit "A");and

WHEREAS, the City and Brandt desire to extend the term of the agreement for the second of three (3) additional one (1) year extension, ending September 30, 2025.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Brandt hereby agree as follows:

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 2 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

THE BRANDT COMPANIES, LLC.

Christopher Clegg
By: Christopher Clegg (May 7, 2024 08:52 CDT)
Christopher Clegg,
Service Account Manager

ATTEST/SEAL

By: _____
Name:
Title:

CITY OF ALVIN, TEXAS

[Signature]
By: _____
Junra Roland, City Manager

ATTEST/SEAL

[Signature]
By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

[Signature]
By: _____
Suzanne L. Hanneman
City Attorney



Letter of Intent

April 18, 2024

The Brandt Companies LLC
8848 N Sam Houston Pkwy W.
Suite 410
Houston, TX 77064
Choice Partners #PU19500

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract for the upcoming fiscal year:

FY 25: October 1, 2024 – September 30, 2025.

Brandt is requesting a 3% (\$2,540) increase to this agreement along with the addition to the Rec Center

Total Agreement: \$109,958

Sincerely,

Jonathan Lemons
Director of Service
The Brandt Companies, LLC

AUSTIN

19001 N. Heatherwilde Blvd.,
Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA 30430C
TECL 20109
M 41312

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.8000
TACLA 19881C
TECL 20109
M 40211

FORT WORTH

1001 NE Loop 820.,
Ste. 300
Fort Worth, TX 76131
817.626.0033
TACLA 60298C
TECL 20109
M 40211

HOUSTON

8848 N Sam Houston Pkwy W.,
Ste. 410
Houston, TX 77064
832.714.3200
TACLA 15221C
TECL 20109
M 40211

SAN ANTONIO

6023 Corridor Parkway.,
Ste. 100
Schertz, TX 78154
210.599.6120
TACLA 18441C
TECL 20109
M 41312

WACO

8175 Robinson Industrial Park Blvd.,
Ste. 1
Robinson, TX 76706
254.772.1693
TACLA 26979C
TECL 20109
M 40211

Regulated by The Texas Department of Licensing and Regulation P.O. Box 12157 Austin TX 78711 1-800-803-9202 512-463-6599 www.license.state.texas.gov

City of Alvin; HVAC Services; Brandt; Addendum No 2

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAanI7oG9Akue_Gp0oRNuzf9YpZ6nSJq9n

"City of Alvin; HVAC Services; Brandt; Addendum No 2" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-05-06 - 10:28:50 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2024-05-06 - 10:29:11 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2024-05-06 - 10:29:42 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Christopher Clegg
2024-05-07 - 1:52:01 PM GMT
-  Document e-signed by Christopher Clegg (christopher.clegg@brandt.us)
Signature Date: 2024-05-07 - 1:52:03 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 1:52:03 PM GMT

ADDENDUM NO. 1

**TO THE CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT WITH THE BRANDT COMPANIES, LLC.**

THIS Addendum No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Addendum No. 1") is made on this the 4th day of May 2023, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and The Brandt Companies, LLC., ("Brandt").

WHEREAS, on August 4, 2022, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Brandt for HVAC preventative maintenance and repair services of City owned buildings (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2023; and

WHEREAS, the City and Brandt desire to extend the term of the Agreement for an additional year for the first of three one (1) year extensions ending September 30, 2024. (See The Brandt Companies, LLC's letter attached as Exhibit "A").

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Brandt hereby agree as follows:

I.

The original Agreement entered into between the City and Brandt is extended for an additional year, ending September 30, 2024.

This renewal term is subject to all the provisions contained within the original Agreement unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

THE BRANDT COMPANIES, LLC.

CITY OF ALVIN, TEXAS

By: Christopher Clegg
Christopher Clegg (May 10, 2023 12:44 CDT)
Christopher Clegg,
Service Account Manager

By: 
Junru Roland, City Manager

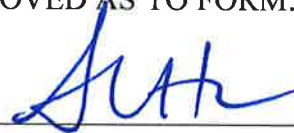
ATTEST/SEAL

ATTEST/SEAL

By: Christopher Clegg
Christopher Clegg (May 10, 2023 12:44 CDT)
Name:
Title: Service Account Manager

By: 
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: 
Suzanne L. Hanneman
City Attorney



Letter of Intent

March 14, 2023

The Brandt Companies, LLC
8848 N Sam Houston Pkwy W
Suite 410
Houston, TX 77064
Choice Partners #: 22049

To Whom it May Concern,

The Brandt Companies, LLC intends to renew our contract for the upcoming fiscal year:

FY24: October 1, 2023- September 30, 2024.

No price increase will be reflected in the upcoming renewal.

Sincerely,

Jonathan Lemons
Director of Service
The Brandt Companies, LLC

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd., Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	1001 NE Loop 820, Ste. 300 Fort Worth, TX 76131 817.626.0033 TACLA 60298C TECL 20109 M 40211	8848 N Sam Houston Pkwy W., Ste 410 Houston, TX 77064 832.714.3200 TACLA 15221C TECL 20109 M 40211	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1683 TACLA 28979C TECL 20109 M 40211

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Addendum No 1; HVAC Preventative Maintenance and Repair Services; Brandt Companies

Final Audit Report

2023-05-10

Created:	2023-05-09
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_OY7cG90C-eV9ZHCwobu6q7U9cbzxZ8K

"Addendum No 1; HVAC Preventative Maintenance and Repair Services; Brandt Companies" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-05-09 - 5:48:17 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2023-05-09 - 5:49:07 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2023-05-09 - 6:05:07 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Christopher Clegg
2023-05-10 - 5:44:13 PM GMT
-  Document e-signed by Christopher Clegg (christopher.clegg@brandt.us)
Signature Date: 2023-05-10 - 5:44:15 PM GMT - Time Source: server
-  Agreement completed.
2023-05-10 - 5:44:15 PM GMT

AMENDMENT NO. 1

**TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT**

THIS Amendment No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Amendment No. 1") is made on this 1st day of February 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and The Brandt Companies LLC. (the "Contractor").

WHEREAS, on August 4, 2022, the City approved and entered into a HVAC Preventative Maintenance and Repair Agreement for Heating, Ventilation and Air Conditioning services for the City of Alvin facilities (the "Agreement"); and

WHEREAS, this Agreement provided for a term ending on September 30, 2024; and

WHEREAS, the City and The Brandt Companies, LLC. entered into Addendum No. 1 on or about May 2, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the HVAC Preventative Maintenance for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$15,489 for one quarterly and one annual preventative maintenance service visit

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and The Brandt Companies, LLC. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 2023-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the HVAC Preventative Maintenance and Repair Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

The Brandt Companies, LLC

By: Chris Clegg
Chris Clegg (Feb 5, 2024 16:37 CST)

Name: Chris Clegg

Title: Service Account Manager

ATTEST/SEAL

By: _____

Name:
Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Junry Roland, City Manager

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



January 25, 2024

The City of Alvin
3201 TX-35
Alvin, TX 77511

Attn: Javier Lopez & Dan Kelinske
Re: PM Agreement for Thelma Ley Anderson Facility

Mr. Lopez & Mr. Kelinske,

Below is the total annual cost for Brandt to perform (1) Quarterly & (1) Annual Service Maintenance Agreement. Coverage to provide early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions to (2) Trane Chillers, (1) PTAC, (3) Pumps, (2) Trane AHU's, (2) Boilers, (10) VAV boxes, (1) BAS Controls System and (5) Exhaust Fans identified in this proposal. Additionally, Brandt will perform (2) quarterly filter replacement on all AHU's and (1) Annual filter replacement on all VAV boxes. Brandt will replace all belts annually and perform Annual coil cleaning and oil sampling to both chillers. All labor, parts and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the agreement invoice. Brandt will perform (1) quarterly PM and (1) Annual PM for all HVAC equipment except for the VAV Boxes and Exhaust Fans which will be PM'd once a year.

It is anticipated that this service agreement coverage would go into effect March 1, 2024 and end September 30, 2024.

Year-1:
\$15,489.00

We appreciate the opportunity to work with you and your organization to ensuring the quality and service to be provided in taking care of your equipment. Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

Christopher Clegg
281-639-6119

AUSTIN

19001 N. Heatherwilde Blvd., Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA 30430C
TECL 20109
M 41312

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.6000
TACLA 19981C
TECL 20109
M 40211

FORT WORTH

1001 NE Loop 820, Ste. 300
Fort Worth, TX 76131
817.626.0033
TACLA 60298C
TECL 20109
M 40211

HOUSTON

8848 N Sam Houston Pkwy W., Ste 410
Houston, TX 77064
832.714.3200
TACLA 15221C
TECL 20109
M 40211

SAN ANTONIO

6023 Corridor Parkway, Ste. 100
Schertz, TX 78154
210.599.6120
TACLA 18441C
TECL 20109
M 41312

WACO

205 Schroeder Dr.
Waco, TX 76710
254.772.1693
TACLA 26979C
TECL 20109
M 40211

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HVAC; City of Alvin; Brandt; Adding Recreation Center

Final Audit Report

2024-02-05

Created:	2024-02-05
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53irKASLWaOPp6e2ekl1A4Lif7eeBU83

"HVAC; City of Alvin; Brandt; Adding Recreation Center" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-02-05 - 9:40:24 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2024-02-05 - 9:40:49 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2024-02-05 - 10:35:27 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Chris Clegg
2024-02-05 - 10:37:34 PM GMT
-  Document e-signed by Chris Clegg (christopher.clegg@brandt.us)
Signature Date: 2024-02-05 - 10:37:36 PM GMT - Time Source: server
-  Agreement completed.
2024-02-05 - 10:37:36 PM GMT

City of Alvin

Maintenance Agreement

1100 W Hwy 6 Alvin, TX

Proposal # P-20220727-0058

August 01, 2022

Choice Partners # 19-036MR

ORIGINAL



BRANDT.

Table of Contents

- 1 Maintenance Agreement
- 2 Organization Information
- 3 Safety



1 Maintenance Agreement



BRANDT

MAINTENANCE AGREEMENT

Proposal Date: July 27, 2022

Customer: City of Alvin

Proposal #: P-20220727-0058

Site: 1100 W. Hwy 6
Alvin, TX

77511

We are pleased to offer this proposal to provide the following:

- ☐ Full Service Maintenance Agreement ☒ Maintenance & Inspection Agreement

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Schedule preventive maintenance will be performed on the equipment outlined as per the attached scope pages. Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal.

Your investment for this service is as follows:

1st year

Total Annual Price \$84,667.00

Your payment options will be as follows:

1st year

- ☐ Annual Payment \$84,667.00
☐ Semi-Annual Payment \$42,333.50
☒ Quarterly Payment \$21,166.75

If this proposal is acceptable, please sign below and return by email to christopher.clegg@brandt.us with a purchase order, if needed. A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days.

This proposal is valid for 30 days.

BUILDING OWNER

Best Regards,

Service Account Manager

Cell No.

Email

Name: _____

Address: _____

City, State, Zip: _____

CUSTOMER ACCEPTANCE

Accepted by:

Name: Jerry Roland / JLR

Title: City Manager

Company: City of Alvin

Date: _____

PO Number: _____

THE BRANDT COMPANIES, LLC

Accepted by: Christopher Clegg

Name: Christopher Clegg (Aug 8, 2022 15:12 CDT)

Title: _____

Date: _____

Upon acceptance, Brandt shall furnish service starting effective Oct 1, 2022. This Agreement shall continue for a period of 1 year(s) (the term) from said date and shall be automatically renewed for each successive term unless cancelled in writing.

This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI). This Agreement is not valid without signature of customer and associated attachments.

Remit to: P.O. Box 227351, Dallas, TX 75222-7351

Regulated by The Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Brandt Office Locations:

Austin: 19001 N. Heatherwild Blvd., Pflugerville, TX 78660, 512.491.9100, TACLA30430C/TECL20109/M41312

Dallas: 1728 Briercroft Ct., Carrollton, TX 75006, 972.395.6000, TACLA19981C/TECL20109/M40211

Fort Worth: 1001 NE Loop 820 Ste 300, Fort Worth, TX 76131, 817.626.0033, TACLA64706R/TECL20109/M40211

Houston: 8848 N Sam Houston Pkwy W, Houston, TX 77064, 832.714.3200, TACLA15221C/TECL20109/M40245

San Antonio: 6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, 210.599.6120 TACLA18441C/TECL20109/M41312

Waco: 205 Schroeder Dr., Waco, TX 76710, 254.772.1693 TACLA26979C/TECL20109/M40211

www.brandt.us



BRANDT

SERVICE DESCRIPTION

☐ **Full Service Maintenance Agreement**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☒ **Maintenance & Inspection Agreement**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

- | | | |
|---|--|---|
| ☒ Mechanical Systems | ☐ Backflow Preventer Testing | ☒ Control Calibration |
| ☒ Filter Service | ☐ Infrared Testing | ☒ Other: Preferred Customer Billing Rate |
| ☐ Vibration Analysis | ☐ Drain Maintenance | ☐ Other: |
| ☐ Automation | ☐ Eddy Current Testing | ☐ Other: |

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

- * Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
- * Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
- * Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
- * In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
- * Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
- * Provide the customer with preferential service over regular service activity.
- * Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

- * Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
- * Promptly notify Brandt of any unusual operating conditions.
- * If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
- * Provide access to all equipment during normal working hours.
- * Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

- * Equipment cabinets.
- * Ductwork and air distribution devices.
- * Water supply and drain beyond the subject equipment.
- * Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
- * Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
- * Moving or relocation of the subject equipment.
- * Repairs due to freezing.
- * Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
- * Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
- * Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
- * Water treatment.
- * Piping systems of any nature.
- * Refrigerant is not included in this agreement and will be billed separately.
- * Factory installed controls panels and starters that become obsolete and require manufacture upgrade.

Proposal #: P-20220727-0058

Accepted by: 



BRANDT

SERVICE MAINTENANCE AGREEMENT GENERAL TERMS & CONDITIONS

Brandt's Service Maintenance Proposal # P-20220727-0058 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Term.** The commencement date of this Contract is Oct 1, 2022. This Contract shall continue for a period of 1 year(s) from the commencement date and, if so indicated in the Proposal, shall be automatically renewed for each successive year unless cancelled in writing by either party.
- 2 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.
- 3 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

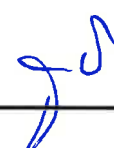
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 4 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 5 **Service Covenants**
Brandt will:
 - (a.) Regularly inspect the Equipment at intervals as specified in the Scope of Work
 - (b.) Furnish Customer with a written copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection;
 - (c.) Improve or repair the Equipment upon proper written authorization from Customer;
 - (d.) Replace refrigerant up to ten percent (10%) of full load capacity where the loss and replacement of refrigerant is related to work performed or to be performed under Brandt's Scope of Work.

Customer will:

 - (a.) Operate the Equipment in accordance with Brandt's and manufacturer's instructions;
 - (b.) Perform all manufacturer-recommended maintenance (including, but not limited to, teardown) and provide verification of performance of this maintenance upon Brandt's reasonable request;
 - (c.) Promptly notify Brandt of any unusual operating conditions;
 - (d.) Permit only Brandt personnel or Brandt's designated subcontractors to repair or maintain the Equipment; and
 - (e.) Provide reasonable access to all Equipment during normal working hours and after hours in the case of an emergency repair.
- 6 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 7 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.

- 8 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 9 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 10 **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 11 **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 12 **Limitation of Damages for Breach of Contract.** The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 13 **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages.
- 14 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE PROPORTIONATE EXTENT OF CUSTOMER'S AND BRANDT'S RESPECTIVE NEGLIGENCE AND EXCEPT AS OTHERWISE LIMITED HEREIN, CUSTOMER AND BRANDT AGREE TO INDEMNIFY, DEFEND, AND HOLD ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, SUCCESSORS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS AND DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS CONTRACT. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 10-13 ABOVE.
- 15 **Hazardous Materials.** If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 16 **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 17 **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 18 **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Proposal # : P-20220727-0058

Accepted by: 



BRANDT

AIR COOLED SCROLL CHILLER

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See Attached List					

Routine Inspection:

- * Complete operating log and record operating temperatures, pressure, voltage and amperages. Copy to customer.
- * Check operating and safety controls.
- * Check operation of crankcase heater.
- * Check compressor oil.
- * Inspect condenser coils.
- * Inspect fan blades.
- * Log operation of equipment. Provide copy to customer.

Annual Maintenance:

- * Check Oil level.
- * Perform Oil analysis on each refrigerant circuit (if applicable)
- * Test and calibrate all safety and operating controls
- * Leak test machine
- * Tighten all electrical connections
- * Check and calibrate superheat and sub-cooling for each refrigerant circuit.
- * Check refrigerant level
- * Check condenser fan motors and lubricate
- * Check condenser coils.
- * Run unit and log operation.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Clean Condenser Coils
Annually Oil Change

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

PUMP

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See Attached List					

Routine Inspection:

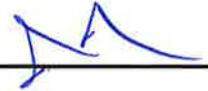
- * Lubricate pump bearings per manufacturer's recommendations.
- * Lubricate motor bearings per manufacturer's recommendations.
- * Check suction and discharge pressures.
- * Check mechanical seal for visual leaks.
- * Check motor voltage and amperage.
- * Check motor operating conditions.
- * Inspect electrical connections and contactors.
- * Operate pumps and check.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Pull and Clean Strainer
Annually Check Alignment

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: 



BRANDT

RTU SCHEDULE

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check filters.
- * Check temperature differentials.
- * Check all operating pressures and safety controls.
- * Check all electrical contacts and wiring for signs of wear for overheating.
- * Check voltage – phase to phase, phase to ground.
- * Check all bearings for lubrication, and lubricate if necessary.
- * Check belts and sheaves.
- * Check controls, adjust if necessary.
- * Check rotations.
- * Check air intake/exhaust dampers, adjust or lubricate if necessary.
- * Check drain and drip pans.
- * Check units start components and transformer.
- * Visually inspect for refrigerant and oil leaks.
- * Inspect condenser / evaporator coils.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Condenser Coil Cleaning

Quarterly Filter Replacement

Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

AHU SCHEDULE

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check filters.
- * Check temperature differentials.
- * Check all operating and safety controls.
- * Check all electrical contacts and wiring for signs of wear for overheating.
- * Check belts and sheaves.
- * Check voltage – phase to phase, phase to ground.
- * Check all bearings for lubrication, and lubricate if necessary.
- * Check operation of static pressure controls.
- * Check all mechanical and electrical connections.
- * Check rotations.
- * Check air intake/exhaust dampers, adjust or lubricate if necessary.
- * Check drain and drip pans.
- * Check operation of heating (in season).
- * Check coils and operation of control valves.
- * Inspect cooling coil.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Quarterly Filter Replacement
Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

SPLIT SYSTEM

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check refrigerant pressures
- * Check all safety and operating controls.
- * Check electrical contacts and wiring for signs of over heating.
- * Check volts, phase to phase, phase to ground.
- * Check all bearings for lubrication, lubricate if necessary.
- * Check belts and sheaves.
- * Check controls, adjust if necessary.
- * Check rotation.
- * Inspect evaporator / condenser coils.
- * Visually inspect for refrigerant and oil leaks.
- * Check drain or drip pans, and clean if necessary.
- * Check filters at each inspection.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually	Condenser Coil Cleaning
Quarterly	Filter Replacement
Annually	Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

FAN COIL UNIT

Quantity		Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check air filters
- * Check all bearings for lubrication, and lubricate if necessary
- * Check sheaves
- * Check mechanical and electrical connections
- * Check controls
- * Check rotations
- * Check system temperatures
- * Check for scale or rust
- * Check air intake/ exhaust dampers
- * Check drain or drip pans
- * Log operation of machine and provide a copy to the customer.

Options / Clarifications:

Annually Filter Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



BRANDT

EXHAUST FAN

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check bearing locking set screws. Lubricate bearing if necessary
- * Lubricate fan and motor bearings.
- * Check sheave alignment and level of shafts.
- * Check belt tension and adjust as necessary.
- * Check electrical connections and tighten as necessary.
- * Check damper operation.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually Belt Replacement

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____



AIR COMPRESSOR & AIR DRIER

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
	See attached list					

Routine Inspection:

- * Check operation of automatic drain system.
- * Check manual blow down on storage tank.
- * Clean drier condenser coil and fan as required.
- * Check water trap.
- * Check regulator and operating pressures of pneumatic system.
- * Check belts, belt tension.
- * Check oil level.
- * Check air filters.
- * Check alternator.
- * Log operation of equipment. Provide copy to customer.

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____

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BRANDT

BOILER

Quantity	Basic Description	Size	Tag	Model #	Serial #
	See attached list				

Routine Inspection:

- * Check main burner flame.
- * Minor adjust to flame.
- * Check pilot flame.
- * Check gas valve.
- * Check igniters.
- * Check linkages.
- * Check motor amperage if applicable.
- * Check water or steam pressures.
- * Check operating controls.
- * Log operation of equipment. Provide copy to customer.

Options / Clarifications:

If included in the proposal the box preceding the option will be checked.

Annually	Open Boiler Fireside and Clean
Annually	Clean Main Burner
Annually	Clean Pilot Assembly
Annually	Clean Heat Exchanger
Annually	Inspect the Venting System for Obstruction, Leakage and Corrosion

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : P-20220727-0058

Accepted by: _____

Location	Equipment	# of Inspections	Filter Changes	Annual Belt Changes	Annual Coil Cleaning
ACVB					
	Split System #1	2	Y	Y	Y
	Split System #2	2	Y	Y	Y
	Split System #3	2	Y	Y	Y
Senior Center					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
Animal Adoption Center					
	Aaon Package Unit #1	4	Y	Y	Y
	Aaon Package Unit #2	4	Y	Y	Y
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
City Hall					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	Mini-Split #1	4	Y	Y	Y
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
	Boiler #1	4	Y	Y	N/A
Fire Station #1					
	Package Unit #1	4	Y	Y	Y
	Package Unit #2	4	Y	Y	Y
	Package Unit #3	4	Y	Y	Y
	Split System #1	4	Y	Y	Y
	Mini-Split #1	4	Y	Y	Y
Fire Station #2					
	Split System #1	2	Y	Y	Y
	Wall Heater #1	1	N/A	N/A	N/A
	Wall Heater #2	1	N/A	N/A	N/A
Fire Station #3					
	Split System #1	2	Y	Y	Y
	Split System #2	2	Y	Y	Y
	Wall Heater #1	1	N/A	N/A	N/A
	Wall Heater #2	1	N/A	N/A	N/A
	Exhaust Fan #1	1	N/A	Y	N/A
Fire Station EMS					
	Mini-Split #1	4	Y	Y	Y
	Aaon Split System #1	4	Y	Y	Y
	Aaon Split System #2	4	Y	Y	Y
	VRF System #1	4	Y	Y	Y
	VRF System #2	4	Y	Y	Y
	Reznor Heater #1-9	1	N/A	N/A	N/A
	Exhaust Fan #1-11	1	N/A	N/A	N/A
	Fan Coil Units #1-13	1	Y	N/A	Y
Library					
	RTU #1	4	Y	Y	Y

	RTU #2	4	Y	Y	Y
	RTU #3	4	Y	Y	Y
	RTU #4	4	Y	Y	Y
	RTU #5	4	Y	Y	Y
Museum					
	RTU #1	4	Y	Y	Y
	RTU #2	4	Y	Y	Y
Police Station					
	AHU #1	4	Y	Y	N/A
	Chilled Water Pump #1	1	N/A	N/A	Y
	Compressor #1	1	N/A	N/A	Y
	Air Cooled Chiller #1	4	N/A	N/A	Y
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
PSF #1					
	Split System #1	4	Y	Y	Y
	Split System #2	4	Y	Y	Y
	Split System #3	4	Y	Y	Y
	Split System #4	4	Y	Y	Y
	Split System #5	4	Y	Y	Y
	Split System #6	4	Y	Y	Y
	Bard Walpak	4	Y	Y	Y
	Wall Unit Heaters #1-4	1	N/A	N/A	N/A
PSF #2					
	Split System #1	2	Y	Y	Y
Waste Water Treatment Plant					
	Split System #1	4	Y	Y	Y
	Bard Walpak #1	4	Y	Y	Y
	Bard Walpak #2	4	Y	Y	Y
	Bard Walpak #3	4	Y	Y	Y
	Bard Walpak #4	4	Y	Y	Y
	Bard Walpak #5	4	Y	Y	Y



2

Organizational Information

COMPANY NARRATIVE

Brandt is one of the largest MEP firms in the United States. Our annual revenues approach \$1 billion, and our bonding capacity is in excess of \$1 billion. In 2022, Brandt was acquired by Southland Industries. Southland's acquisition of Brandt unites a team of over 5,000 talented individuals across 35 states, with full-lifecycle expertise from engineering through fabrication and installation, to post-construction services including operations, maintenance, and energy services — on some of the most complex projects in the U.S.

We perform the entire mechanical, electrical, plumbing, and process phases of large commercial, institutional, and industrial construction projects. Brandt's self-performance of various trade disciplines affords clients resultant benefits in time saved, ease of coordination, and lower the final cost of the systems installed. Brandt is headquartered in Carrollton, Texas, and maintains additional regional offices in Austin, Fort Worth, Houston, San Antonio, and Waco.

Sheet metal is produced in Brandt's state-of-the-art

fabrication facility in Dallas, while both the Dallas and San Antonio operations showcase HVAC, plumbing, piping, and electrical prefabrication plants that are unmatched in the Southwest. Collectively, these manufacturing centers alone encompass an impressive 180,000 square feet of dedicated space.

Since our inception 70 years ago, an early and intense coordination effort has been the linchpin around which our well-documented project success has turned. In this regard, Brandt's resources are substantial. We utilize the latest technology, including BIM (Building Information Modeling), 3D CAD, and NavisManage collision check software to model all of our projects. Technology can and does impress; however, Brandt's remarkable and somewhat unique investment in experienced, CAD-trained professionals is more so.

We employ more than 80 full-time dedicated BIM detailers and virtual designers. Our experienced professionals work in all aspects of construction and are exceptionally proficient in mechanical, electrical, plumbing, and



process trades. Our field teams are entirely union. Our team not only permits us to identify and resolve conflicts early on but also facilitates timely and efficient field installations. Brandt's strategic investments into the pre-planning arena have advanced our ability to minimize risk, maximize safety, and complete schedules faster and with minimal cost to clients.

At Brandt, we strive to exceed expectations by providing innovative value-conscious solutions to complex problems. Brandt looks beyond everyday industry-accepted approaches to solve problems and evaluate issues from disciplines other than exclusively mechanical and electrical. Brandt is committed to working in partnership with Owners and General Contractors to ensure schedules and budgets are met.

But how does Brandt ensure that systems perform correctly?



By design, Brandt is a collection of specialized and dedicated departments, service groups, and individuals intended to bring highly skilled and trained resources. Our in-house NEBB Certified Commissioning Group is managed in each significant office by LEED AP, Registered Professional Engineers, and is an integral part of all project teams from day one.

Brandt brings significant value to clients by providing commissioning early. Often, an owner hires a third-party commissioning authority until the construction phase. This process creates knowledge gaps that delay finalizing the project-specific programs.

Brandt engages our dedicated professional engineers (PE) and technicians from day one. Every submittal is reviewed for adherence to requirements by a mechanical/electrical PE in addition to project management. Brandt develops pre-functional and functional inspection/testing procedures that are specific for each project system. During installation and start-up, we check each critical component against both specification requirements and manufacturers' performance and installation standards..

Putting it all together – today, tomorrow and beyond

To summarize, Brandt provides mechanical, electrical, plumbing, and process services to clients in virtually every type of project including but not limited to the following: office high-rise buildings, high-end convention center hotels, complex and sophisticated hospitals and laboratory facilities, State of Texas government buildings, and massive semiconductor clean rooms. Unique challenges arise whether the project is big or small, but Brandt is successful in its execution and finished product and has earned a remarkable reputation for

COMPANY PROFILE

CORPORATE OFFICE:

The Brandt Companies, LLC
1728 Briercroft Ct.
Carrollton, TX 75006
972.395.6000

BRANCH LOCATIONS:

Austin

19001 N. Heatherwilde Blvd., Suite 120
Pflugerville, TX 78660
512.491.9100

Fort Worth

1001 NE Loop 820, Suite 300
Fort Worth, Texas 76131
817.626.0033

Houston

8848 North Sam Houston Parkway W
Houston, Texas 77064
832.714.3200

San Antonio

6023 Corridor Parkway
Schertz, Texas 78154
210.599.6120

Waco

205 Schroeder Dr.
Waco, TX 76710
254.772.1693

IN BUSINESS SINCE:

1952

HISTORICAL ANNUAL SALES VOLUME:

2021: \$519,000,000
2020: \$498,000,000
2019: \$530,000,000
2018: \$591,000,000
2017: \$497,000,000
2016: \$419,000,000

BACKLOG:

2022: \$546,187,560
2021: \$425,114,184
2020: \$515,874,640
2019: 497,000,000
2018: \$498,321,770
2017: \$479,643,539

OWNER:

Southland Industries
22340 Dresden Street, Suite 177
Dulles, VA 20166
703.834.5570

INSURANCE INFORMATION:

Marsh USA, Inc.
4400 Comerica Bank Tower
1717 Main Street
Dallas TX 75201
214.303.8258

BONDING INFORMATION:

CHUBB Federal Insurance Company
555 South Flower Street, 3rd Floor
Los Angeles, CA 90071
213.612.0880

MAXIMUM BONDING CAPACITY:

Brandt's bonding company has authorized single bonds in excess of \$250,000,000 with a backlog of over \$1,000,000,000. However, these amounts should not be considered maximum available. Brandt's excellent financial picture supports a greater limit both for single projects and total work program.

BANKING INFORMATION:

Frost Bank
15455 N. Dallas Parkway, #100
Addison, TX 75001
214.515.4693



BRANDT.

FORMER BUSINESS NAME AND OTHER ASSUMED NAMES:

Brandt Mechanical Services, Inc.
M&Z Brandt Engineering of Waco, LLC
Brandt Service Company LLC
Brandt Electric LLC
M&Z Brandt Engineering Co. LLC
Metalair Industries, LLC

TAX ID:

37-1652957

EIN:

75-2596711

TIN:

13716529576

D&B NUMBER & RATING:

00-750-8120 / 1R4

DUNS:

007508120

CAGE:

1C3R2

TEXAS SALES & USE TAX PERMIT:

32045410050

TXMAS:

10-03FAC070

NAICS/SIC CODE:

238210 / 238220 / 541380 / 541618

FULL TIME EMPLOYEES:

Approximately 1,800

UNDER CURRENT NAME SINCE:

January 3, 2012

FORM OF ORGANIZATION:

Limited Liability Company

STATES/JURISDICTIONS IN WHICH YOU WORK:

Texas, Oklahoma, Arkansas, Louisiana, Utah, Arizona,
New Mexico



BRANDT.

SERVICE & MAINTENANCE

As the largest mechanical, electrical and plumbing services provider in Texas, Brandt has been designing, building, servicing and retrofitting energy-efficient building systems for 67 years. With more than 1,000 highly trained technicians on staff, the company can install equipment from any manufacturer, provide periodic maintenance service and mobilize quickly as service needs arise.

Brandt's comprehensive in-house capabilities are provided by some of the industry's most experienced craftsmen and engineers to ensure that you receive a cost-effective solution -- with minimal facility downtime -- each and every time.

MECHANICAL SERVICES

Extend the life of key mechanical equipment. Brandt helps you proactively manage HVAC and building systems to enhance performance, minimize downtime and reduce operating costs.

The health of your mechanical systems directly impacts the profitability and productivity of your building. That's why we offer a single point of contact with factory-trained HVAC service technicians for all equipment manufacturers, bringing knowledge, safety and experience to every service engagement.

PLUMBING SERVICES

Your facility comprises a wide range of plumbing systems that you count on every day of the week. Brandt's plumbing services help keep your daily operations flowing smoothly.

Our comprehensive plumbing services include backflow testing, drain cleaning, hydrojetting, and medical gas piping systems. Our hydrojetting services include powerful equipment that can cut through grease lines and even tough jobs like storm sewers, parking deck lines, condenser water piping and more. Brandt helps you resolve plumbing issues quickly without compromising

the comfort and productivity of building occupants.

BOILER SERVICES

From emergency boiler service to boiler repair and engineered replacement plans, Brandt is your complete service provider. Brandt can help you meet local, national, and international codes while running at peak efficiency. Whether you will use a steam-generating fire tube boiler to generate heat for a single building, or a system of water tube boilers to generate energy for a larger campus, we have the experience to manage and maintain your boilers over time.

ELECTRICAL SERVICES

We can evaluate your facility using our in-house engineering and technology to provide you with solutions that get you back online quickly and safely.

EMERGENCY PLANNING

Brandt specializes in asset management of critical systems. Our facility services help you to minimize unexpected downtime, while also preparing to handle breakdowns and adverse events if they do occur. We respond quickly with 24/7 emergency service, so you can rest assured that even in the event of an emergency, your equipment and facilities will operate with minimal delays or interruptions.

RENTAL SOLUTIONS

As the trusted contractor and service provider in Texas, Brandt provides rental services at any stage of your construction, renovation or maintenance project. In the case of an emergency, we are here to keep your facility up and running with emergency rental equipment services.



BRANDT



3 Safety

SAFETY PROGRAM



Corporate Policy Statement

The management of Brandt is vitally interested in the safety and health of all company employees. It is therefore the policy of the corporation to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard all employees and persons who enter our properties, and to comply with all safety standards and regulations. The Safety and Health Program is vigorously enforced to prevent the occurrence of injuries and illnesses, and to avoid the suffering and economic loss associated with accidents.

Accident prevention and efficient work methods go hand in hand. All levels of management have a primary responsibility for the safety and well-being of all employees within their scope of authority. This responsibility can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition. Safe practices on the part of the employee must be part of all operations. No job shall be considered completed unless the worker has followed every safety rule or procedure to protect themselves and fellow workers. The ideal completion and safety must be inseparable.

Safety Program

The statement above comes from the first page of the Brandt Safety Manual (available upon request). In practice, this means that every employee (whether field or office staff), attends a mandatory 8-hour corporate safety orientation upon being hired. We have a comprehensive substance abuse program which tests employees prior to being hired, post-incident, probable cause, and random selection. Additionally, all Project Management and Supervision (foreman level and above) are OSHA-30 Certified.

Once on the jobsite, employees complete daily Job

Hazard Analysis sheets that are specific to the tasks that are being performed. Brandt also conducts a "Stretch and Flex" session daily. This is a stretching based format that helps to prevent strains and pulls, while also preparing the employee mentally for the day's work. Tools and equipment are inspected daily, to ensure that they are in good repair. At a minimum of once per week, jobsite Toolbox Talks are conducted, focusing on a topic related to the work being performed and accident trends company wide.

Every month, Brandt conducts Supervisor Safety

Meetings where our safety trends are evaluated, goals are set, and lessons are shared.

Brandt's safety department is overseen by our Vice President of Safety. This individual reports directly to one of our Executive Vice Presidents and has complete authority to "do whatever it takes" to ensure that safe work practices are being performed on our jobsites. Reporting to our Safety Vice President, are a team of Safety Directors and Managers, responsible for jobsite inspections and supporting our supervisory teams. The frequency of the visits to jobsites will range from a minimum of once per week, to full time involvement, depending on such factors as crew size, work schedule, nature of the work being performed, and contractual requirements.

LIVE IT™

The Live It program is a collection of safety practices successfully utilized on various Brandt projects.

Brandt has grown based on a commitment to continuous improvement, innovation and care. Project Leadership sets the pace, tone and safety climate on every job. The goal is to share the information with leadership and provide a framework to use in our ongoing commitment to send everyone home unharmed and improve overall company results.

Safety Climate –The daily environment perceived on a project is influenced by consistently changing conditions and factors. Our Safety Climate is a key factor, believed to be the "priority" of the project leadership. A workforce who experiences: Safety, Clear Purpose, Being Valued and Consistently Included drives a positive safety climate, leading to safe actions, high quality work and increased production.

Our vision is to eliminate incidents and injuries. Brandt culture holds everyone accountable to follow safety guidelines and policies, leading by example and driven by a goal to be leaders in the industry. We believe in a workforce driven first-class safety climate. Safe actions and behavior are driven by CHOICE-not just rules and compliance. Leadership sets the tone and behavior for each job. Ultimately, safety is a personal commitment to live the safe and right way, everyday. It means caring

about the people around us so that everyone is able to return home safe each night.

PREDICTIVE SOLUTIONS

Predictive Solutions (PS) – Brandt Risk Mitigation System will be set up and maintained by the discretion of the Project Manager and/or Superintendent on the job.

At least once a month, a team of 3-5 walk the site using predictive solutions to perform an audit. The group involved will change in order to increase training and awareness. Senior leadership will be given an abbreviated version of the Predictive Solutions audit for their hand-held device that will be available for them to use when visiting the job site.

Predictive Solutions increases awareness while walking the job site. Increasing the individual involvement creates improved analytics and removes the burden off of any one person to see everything; more eyes are better than one. Continual use builds teamwork and accountability. Through the use of the system everyone can see what is



being done right, the system tracks the information easily. It allows the team to focus; catching unsafe issues early and taking corrective actions proactively

TRAINING ALL EMPLOYEES

- 8-hour Safety Training for all employees
- 8-hour Safety Orientation for all new employees (Brandt Safety Booklet)
- Quarterly OSHA training for all employees
- Confined Space Training
- HazCom Training
- Bloodborne Pathogens
- Weekly Tool Box Talk on Each Job with Everyone on the Job
- Daily Tool Box Talk at start of each shift
- Daily Task Hazard Analysis on every job site – each shift

SUPERVISORS

- Monthly Supervisors Meeting
- 30 Hour OSHA training for Supervisors (all Superintendents and Project Mgrs.)
- CPR/First Aid training every other year
- OSHA Record keeping training for all Superintendents and Safety Committee Members

SPECIALIZED

- Operator training for all backhoes, forklifts, rough terrain forklifts, scissor lifts, boom lifts, powder actuated tools and laser users
- Competent person trenching training for all backhoe operators and underground supervisors

SAFETY COMMITTEE

- Monthly Safety Committee Meetings

STRETCH AND FLEX

- Daily stretch and flex routine

RECOGNITION PROGRAM

- Instant Recognition Program
- Gift Cards given for observed good behavior

ACCIDENT INVESTIGATION

- All accidents and incidents investigated by Safety Committee within 24 Hours
- Return – to - Work Program
- Designated Clinic for injured workers
- Modified Duty Program to get injured workers back to work

ADDITIONAL SAFETY PROGRAM INITIATIVES

- Pre-Employment and Post Accident Drug Testing
- Prescription Eyeglass Program
- Defensive Driver Training (As Applicable)
- (Brandt Safety Manual Available Upon Request)

2021- 2017 OSHA RATES

YEAR	TCIR	DART	MAN HOURS WORKED	EMR
2021	.43	.25	3,324,923	.60
2020	.78	.68	3,592,611	.57
2019	.83	.70	4,661,745	.53
2018	1.09	.61	5,235,392	.65
2017	1.68	.68	4,464,069	.67



City of Alvin HVAC Agreement

Final Audit Report

2022-08-08

Created:	2022-08-08
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh9eJQm3nVBezqQcdC2Q63rJvizmLvLFM

"City of Alvin HVAC Agreement" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2022-08-08 - 7:43:26 PM GMT
-  Document emailed to christopher.clegg@brandt.us for signature
2022-08-08 - 7:45:00 PM GMT
-  Email viewed by christopher.clegg@brandt.us
2022-08-08 - 8:11:44 PM GMT
-  Signer christopher.clegg@brandt.us entered name at signing as Christopher Clegg
2022-08-08 - 8:12:35 PM GMT
-  Document e-signed by Christopher Clegg (christopher.clegg@brandt.us)
Signature Date: 2022-08-08 - 8:12:36 PM GMT - Time Source: server
-  Agreement completed.
2022-08-08 - 8:12:36 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-05 containing select City-owned and State Right of Way property, including parkland, lift stations, water wells, and various building grounds, in the amount of \$265,671; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The agreement with Landscape Professionals of Texas was originally approved for an amount of \$265,671 by City Council on September 19, 2024, utilizing public bid process, Bid #B-24-05, beginning October 1, 2024, and set to end September 30, 2025. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2025, and end September 30, 2026.

Service Year	Proposal
FY26 (1st one-year renewal option - Addendum 1)	\$265,671
FY25 (Initial Award)	\$265,671

Staff recommends approval of addendum No. 1 allowed in the manicured mowing agreement in the amount of \$265,671, with Landscape Professionals of Texas as their performance continues to provide good value to the City of Alvin.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 616-8003-00-3270 **Amount:** \$265,671 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/24/2025 SLH
Finance Review N/A ☐ Required ☒ **Date Completed:** CT 4/28/25
Required:

Supporting documents attached:

1. LPT Addendum 1; FY26
2. LPT Letter of Intent; FY26
3. LPT Addendum 1; Cost per Location Breakdown; FY26
4. LPT Agreement 2024

Recommendation: Move to approve Addendum No.1 with Landscape Professionals of Texas for

lawn services through public bid process B-24-05 containing select City-owned and State Right of Way property, including parkland, lift stations, water wells, and various building grounds, in the amount of \$265,671; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

ADDENDUM NO. 1
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 1”) is made on this the 1st day of May, 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Landscape Professionals of Texas (the “Contractor”).

WHEREAS, on September 19, 2024, the City approved and entered into a Manicured Mowing Services Agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-05 containing select City owned and State Right of Way property, including parkland, lift stations, water wells, and various building grounds (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2025; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three - one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Landscape Professionals of Texas letter attached as Exhibit “A”); and

WHEREAS, the City and Landscape Professionals of Texas desire to extend the term of the Agreement for the second of three (3) additional one (1) year extensions, ending September 30, 2026.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Landscape Professionals of Texas hereby agree as follows:

I.

The original Agreement entered into between the City and Landscape Professionals of Texas is extended for an additional year, ending September 30, 2026.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 1, the provisions of this Addendum No. 1 shall control. This Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LANDSCAPE PROFESSIONALS OF TEXAS

CITY OF ALVIN, TEXAS

BY: _____

Jeremy Thompson
General Manager

BY: _____

Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____

Name: _____
Title: _____

BY: _____

Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman
City Attorney



4-8-25

3439 W. Benders Landing
Spring, TX 77386

City of Alvin
1100 W. Hwy 6
Alvin, TX

To whom it may concern:

Landscape Consultants of Texas DBA Landscape Professionals of Texas would like to renew both manicured mowing agreements for jobs B-24-05 & B-24-06 at the same terms and conditions. This is the 1st of 3 year renewals for the work. The time period will cover October 1st, 2025, to September 30th, 2026.

Please let us know if you have any questions or need further information.

Thank you for your business and this opportunity.

Jeremy Thompson- General Manager
Landscape Professionals of Texas
jjtlandscape@aol.com
832-452-5854

B-24-05 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 1 / Landscape Professionals of Texas

Section A - Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	0% Increase	FY 2026 Addendum #1	% increase	FY2027 Addendum #2	% increase	FY2028 Addendum #3
1	Lift Station 8	2580 Koster St.	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
2	Lift Station 14	205 E. Old Galveston R.	\$ 54.00	26	\$ 1,404.00	\$ -	\$ 1,404.00				
3	Lift Station 23B	1823 Steele Rd	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
4	Lift Station 26	2490 Rowan Burton South & CR 178	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
5	Lift Station 28	2690 West Dumble St.	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
6	Lift Station 29	1920 Callaway	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
7	Lift Station 30	1587 S. Hwy 35	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
8	Lift Station 31	1075 FM 1462	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
9	Lift Station 33	Bypass 35	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
10	Lift Station 34	CR 153 @ End 3323 Old Galveston Rd.	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
11	Lift Station 43	1846 FM 528	\$ 29.00	26	\$ 754.00	\$ -	\$ 754.00				
12	Water Well #3	1080 W. Snyder	\$ 168.00	26	\$ 4,368.00	\$ -	\$ 4,368.00				
13	Water Well #4	300 S. Durant	\$ 126.00	26	\$ 3,276.00	\$ -	\$ 3,276.00				
14	Water Well #6	1050 Heights Rd	\$ 126.00	26	\$ 3,276.00	\$ -	\$ 3,276.00				
15	Water Well #7	1060 Heights Rd	\$ 59.00	26	\$ 1,534.00	\$ -	\$ 1,534.00				
16	Water Well #8	380 W. Willis St.	\$ 49.00	26	\$ 1,274.00	\$ -	\$ 1,274.00				
17	Water Tower	650 Dyche Lane	\$ 84.00	26	\$ 2,184.00	\$ -	\$ 2,184.00				
18	Water Tower	707 Verhalen	\$ 49.00	26	\$ 1,274.00	\$ -	\$ 1,274.00				
19	Water Tower	N. Bypass 35	\$ 99.00	26	\$ 2,574.00	\$ -	\$ 2,574.00				

Section A Total \$ 28,704.00

\$ 28,704.00

\$ -

\$ -

Section B - Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	0% increase	FY2026 Addendum #1	% increase	FY2027 Addendum #2	% increase	FY2028 Addendum #3
20	City Hall	216 W. Sealy St.	\$ 126.00	30	\$ 3,780.00	\$ -	\$ 3,780.00				
21	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 49.00	30	\$ 1,470.00	\$ -	\$ 1,470.00				
22	Library	105 S. Gordon St.	\$ 126.00	30	\$ 3,780.00	\$ -	\$ 3,780.00				
23	Senior Citizen Center	309 W. Sealy St	\$ 59.00	30	\$ 1,770.00	\$ -	\$ 1,770.00				
24	Museum	302 W. Sealy St.	\$ 39.00	30	\$ 1,170.00	\$ -	\$ 1,170.00				
25	Public Service Facility	1100 W. Hwy 6	\$ 210.00	30	\$ 6,300.00	\$ -	\$ 6,300.00				
26	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 294.00	30	\$ 8,820.00	\$ -	\$ 8,820.00				
27	Alvin Police Department	1500 S. Gordon St.	\$ 210.00	30	\$ 6,300.00	\$ -	\$ 6,300.00				
28	Bob Owen Pool	919 Bayou Dr.	\$ 84.00	30	\$ 2,520.00	\$ -	\$ 2,520.00				
29	Girl Scout House Lot	1006 W. Adoue St.	\$ 126.00	30	\$ 3,780.00	\$ -	\$ 3,780.00				
30	American Legion Lot	206 S. Durant St	\$ 59.00	30	\$ 1,770.00	\$ -	\$ 1,770.00				
31	COA Facility with over-flow parki	302 W. House St./407 W. House St	\$ 84.00	30	\$ 2,520.00	\$ -	\$ 2,520.00				
32	Fire Station #2	110 Medic Lane	\$ 49.00	30	\$ 1,470.00	\$ -	\$ 1,470.00				
33	Fire Station #3	2700 FM 1462	\$ 126.00	30	\$ 3,780.00	\$ -	\$ 3,780.00				

34	COA Facility	709 E. House St.	\$ 49.00	30	\$ 1,470.00	\$ -	\$ 1,470.00				
35	Park-N-Ride	1755 Steel Rd.	\$ 59.00	30	\$ 1,170.00	\$ -	\$ 1,170.00				
36	Fire Training Field	7100 CR 160	\$ 84.00	30	\$ 2,520.00	\$ -	\$ 2,520.00				
37	Dyche Lane Property	800 Dyche Lane	\$ 126.00	30	\$ 3,780.00	\$ -	\$ 3,780.00				
38	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 49.00	30	\$ 1,470.00	\$ -	\$ 1,470.00				
39	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 84.00	30	\$ 2,520.00	\$ -	\$ 2,520.00				
40	Fire Station / EMS	801 E. South Street	\$ 294.00	30	\$ 8,820.00	\$ -	\$ 8,820.00				
41	Downtown Parking Lot	Corner of Sealy St. & Gordon Street	\$ 49.00	30	\$ 1,470.00	\$ -	\$ 1,470.00				
42	APD Shooting Range	200 Depot Centre Blvd.	\$ 84.00	30	\$ 2,520.00	\$ -	\$ 2,520.00				
43	Durant Detention Pond	Durant & South Street	\$ 420.00	30	\$ 12,600.00	\$ -	\$ 12,600.00				
44	Kost Detention Pond	Kost & South Street	\$ 1,008.00	30	\$ 30,240.00	\$ -	\$ 30,240.00				
45	Waste Water Treatment	4238 CR 160	\$ 294.00	30	\$ 8,820.00	\$ -	\$ 8,820.00				
46	Recreation Center	3201 Hwy 35	\$ 294.00	30	\$ 8,820.00	\$ -	\$ 8,820.00				
Section B Total					\$ 135,450.00		\$ 135,450.00		\$ -		\$ -

Section C - City Entrances											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	0% increase	FY2026 Addendum #1	% increase	FY2027 Addendum #2	% increase	FY2028 Addendum #3
46	North entrance sign area	Southbound Bypass 35	\$ 252.00	39	\$ 9,828.00	\$ -	\$ 9,828.00				
47	South entrance sign area #1	Northbound Bypass 35	\$ 237.00	39	\$ 9,243.00	\$ -	\$ 9,243.00				
49	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 84.00	39	\$ 3,276.00	\$ -	\$ 3,276.00				
50	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 84.00	39	\$ 3,276.00	\$ -	\$ 3,276.00				
Section C Total					\$ 25,623.00		\$ 25,623.00		\$ -		\$ -

Section D - Public Parks											
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/ Year	Estimated Annual Subtotal this item	0% increase	FY2026 Addendum #1	% increase	FY2027 Addendum #2	% increase	FY2028 Addendum #3
51	Ruben Adame	801 Shaw St.	\$ 168.00	39	\$ 6,552.00	\$ -	\$ 6,552.00				
52	Newman Park	1200 Newman St.	\$ 252.00	39	\$ 9,828.00	\$ -	\$ 9,828.00				
53	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 49.00	39	\$ 1,911.00	\$ -	\$ 1,911.00				
54	Sealy Park	206 S. Durant St.	\$ 126.00	39	\$ 4,914.00	\$ -	\$ 4,914.00				
55	Prairie Dog Park	575 E. Hathaway	\$ 49.00	39	\$ 1,911.00	\$ -	\$ 1,911.00				
56	National Oak Park	118 S. Magnolia St.	\$ 504.00	39	\$ 19,656.00	\$ -	\$ 19,656.00				
57	Lion's Park	1060 College Dr	\$ 672.00	39	\$ 26,208.00	\$ -	\$ 26,208.00				
58	Oak Park Cemetery	300 Oak Park Dr.	\$ 126.00	39	\$ 4,914.00	\$ -	\$ 4,914.00				
Section D Total					\$ 75,894.00		\$ 75,894.00		\$ -		\$ -

GRAND TOTAL	\$	265,671.00		\$ 265,671.00		\$ -		\$ -
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THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

I. SCOPE OF SERVICES

Page 112 of 291

location(s). During the term of this Agreement, the City may issue a change order and add or delete to the locations requiring landscape maintenance.

Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The Contractor shall be held accountable for any damages.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay, and the Contractor agrees to accept during the term hereof the amount of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars for landscape maintenance services of the City Facilities as set out in B-24-05 as required hereunder for the fiscal year 2024-2025.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Two Hundred Sixty-Five Thousand Six Hundred Seventy-One and No/100 (\$265,671.00) Dollars, to be used to discharge its duties to pay money

under this Agreement (the “Original Allocation”) during the fiscal year 2024-2025. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **October 1, 2024**, and shall end on **September 30, 2025**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for an additional three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. **INSURANCE**

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage

Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI.

MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the Contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

Jerry Thompson
Landscape Professionals of Texas
3439 West Benders Landing Boulevard
Spring, Texas 77386
Phone No: (281) 788-6926

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and,

therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 19th day of September 2024.

CONTRACTOR:

LANDSCAPE PROFESSIONALS OF TEXAS

BY: Jeremy Thompson
Jeremy Thompson (Sep 30, 2024 10:22 CDT)

Name: Jeremy Thompson

Title: General Manager

CITY:

CITY OF ALVIN, TEXAS

BY: [Signature]
Junru Roland
City Manager

ATTEST/SEAL

BY: _____

Name: _____

Title: _____

ATTEST/SEAL

BY: [Signature]
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: [Signature]
Suzanne L. Hanneman
City Attorney

City of Alvin; Manicured Mowing; City Facilities; 2024

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSnPMZqCn8MH1Vy2tHGVIU9XtqoAbFBg

"City of Alvin; Manicured Mowing; City Facilities; 2024" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-09-30 - 2:53:00 PM GMT
-  Document emailed to jerrythomp@gmail.com for signature
2024-09-30 - 2:54:39 PM GMT
-  Email viewed by jerrythomp@gmail.com
2024-09-30 - 2:58:35 PM GMT
-  Signer jerrythomp@gmail.com entered name at signing as Jeremy Thompson
2024-09-30 - 3:22:02 PM GMT
-  Document e-signed by Jeremy Thompson (jerrythomp@gmail.com)
Signature Date: 2024-09-30 - 3:22:04 PM GMT - Time Source: server
-  Agreement completed.
2024-09-30 - 3:22:04 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 1 for a one (1) year renewal agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-06 containing select parkland and other City-owned property and Gordon Street Bridge, in the amount of \$68,100; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: This second agreement with Landscape Professionals of Texas was initially approved for an amount of \$68,100 by City Council on September 19, 2024, utilizing public bid process, Bid #B-24-05, beginning October 1, 2024, and set to end September 30, 2025. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2025, and end September 30, 2026.

Service Year	Proposal B-24-06
FY26 (1st one-year renewal option - Addendum 1)	\$68,100
FY25 (Initial Award)	\$68,100

This second agreement was originally created to meet the demand for increased manicured mowing frequency while reducing in-house mowing expenses.

Staff recommends approval of addendum No. 1 allowed in the manicured mowing agreement in the amount of \$68,100, with Landscape Professionals of Texas as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$68,100 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/24/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

1. LPT Addendum 1; FY26
 2. LPT Letter of Intent; FY26
 3. LPT Addendum 1; Cost Per location; FY26
 4. LPT Agreement; 2024
-

Recommendation: Move to approve Addendum No. 1 for a one (1) year renewal agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-06 containing select parkland and other City-owned property and Gordon Street Bridge in the amount of \$68,100; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Manager, if applicable: X

ADDENDUM NO. 1
TO THE CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 1”) is made on this the 1st day of May, 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Landscape Professionals of Texas (the “Contractor”).

WHEREAS, on September 19, 2024, the City approved and entered into a Manicured Mowing Services Agreement with Landscape Professionals of Texas for lawn services through public bid process B-24-06 containing select City parkland, Rights-of-Ways, and other City owned property (Trust Land) (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2025; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three – one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Landscape Professionals of Texas letter attached as Exhibit “A”); and

WHEREAS, the City and Landscape Professionals of Texas desire to extend the term of the Agreement for the second of three (3) additional one (1) year extensions, ending September 30, 2026.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Landscape Professionals of Texas hereby agree as follows:

I.

The original Agreement entered into between the City and Landscape Professionals of Texas is extended for an additional year, ending September 30, 2026.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 1, the provisions of this Addendum No. 1 shall control. This Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LANDSCAPE PROFESSIONALS OF TEXAS

CITY OF ALVIN, TEXAS

BY: _____

Jeremy Thompson
General Manager

BY: _____

Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____

Name: _____
Title: _____

BY: _____

Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman
City Attorney



4-8-25

3439 W. Benders Landing
Spring, TX 77386

City of Alvin
1100 W. Hwy 6
Alvin, TX

To whom it may concern:

Landscape Consultants of Texas DBA Landscape Professionals of Texas would like to renew both manicured mowing agreements for jobs B-24-05 & B-24-06 at the same terms and conditions. This is the 1st of 3 year renewals for the work. The time period will cover October 1st, 2025, to September 30th, 2026.

Please let us know if you have any questions or need further information.

Thank you for your business and this opportunity.

Jeremy Thompson- General Manager
Landscape Professionals of Texas
jjtlandscape@aol.com
832-452-5854

B-24-06 Manicured Mowing Service Bid Submittals
BID SUBMITTAL # 1 / Landscape Professionals of Texas
Section A - Public Parks and Right of Way (ROW)

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	0% increase	FY2026 Addendum #1	% Increase	FY2027 Addendum #2	% Increase	FY2028 Addendum #3
1	Pearson Park	2200 Westpark Dr.	\$ 588.00	39	\$ 22,932.00	\$ -	\$ 22,932.00				
2	Morgan Park	1500 W. South St.	\$ 336.00	39	\$ 13,104.00	\$ -	\$ 13,104.00				
3	Hugh Adams Park	3502 Mustang Rd.	\$ 84.00	39	\$ 3,276.00	\$ -	\$ 3,276.00				
4	Talmdage Park	Talmdage St. @ 6th St.	\$ 126.00	39	\$ 4,914.00	\$ -	\$ 4,914.00				
5	Hike and Bike Trail	Adoue St. to South St.	\$ 336.00	39	\$ 13,104.00	\$ -	\$ 13,104.00				
6	Right of Way	Gordon St. Bridge	\$ 126.00	39	\$ 4,914.00	\$ -	\$ 4,914.00				

Section A Total	\$ 62,244.00	\$ 62,244.00	\$ -	\$ -
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Section B - Trust Properties

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item	0% increase	FY2026 Addendum #1	% Increase	FY2027 Addendum #2	% Increase	FY2028 Addendum #3
7	Trust Property #1	3404 Hummingbird	\$ 59.00	24	\$ 1,416.00	\$ -	\$ 1,416.00				
8	Trust Property #2	1409 W. Talmdage	\$ 59.00	24	\$ 1,416.00	\$ -	\$ 1,416.00				
9	Marina Park	Behind Bowling Alley	\$ 126.00	24	\$ 3,024.00	\$ -	\$ 3,024.00				

Section B Total	\$ 5,856.00	\$ 5,856.00	\$ -	\$ -
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GRAND TOTAL	\$ 68,100.00	\$ 68,100.00	\$ -	\$ -
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AGREEMENT FOR MANICURED MOWING SERVICES

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the "Agreement") is made and entered into on this this 19th day of September, 2024, by and between the CITY OF ALVIN, TEXAS (the "City"), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and LANDSCAPE PROFESSIONALS OF TEXAS (the "Contractor").

WITNESSETH:

WHEREAS, on or about August 11, 2024, and August 18, 2024, the City advertised for bids for manicured mowing services for select City parkland, Right-of-Ways, and other City owned property (Trust Land) for Fiscal Year 2024-2025; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about September 19, 2024, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

I.

SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified Bid B-24-06, entitled City of Alvin, Texas, Manicured Mowing Services, attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A." Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The Contractor shall be held accountable for any damages resulting from its performance under this Agreement.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay, and the Contractor agrees to accept during the term hereof the amount of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars for landscape maintenance services of the Public Parks, Right-of-Ways, and Trust Land as set out in B-24-06 as required hereunder for the fiscal year 2024-2025.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars, may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.

- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Sixty-Eight Thousand One Hundred and No/100 (\$68,100.00) Dollars, to be used to discharge its duties to pay money under this Agreement (the “Original Allocation”) during the fiscal year 2024-2025. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **October 1, 2024**, and shall end on **September 30, 2025**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

**V.
INSURANCE**

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage
Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI.

MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the Contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

Jerry Thompson
Landscape Professionals of Texas
3439 West Benders Landing Boulevard
Spring, Texas 77386
Phone No: (281) 788-6926

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 19th day of September 2024.

CONTRACTOR:

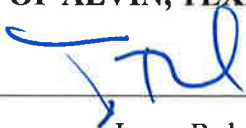
LANDSCAPE PROFESSIONALS OF TEXAS

BY: Jeremy Thompson
[Jeremy Thompson \(Sep 30, 2024 10:20 CDT\)](#)

Name: Jeremy Thompson
Title: General Manager

CITY:

CITY OF ALVIN, TEXAS

BY: 
Junru Roland
City Manager

ATTEST/SEAL

BY: _____
Name: _____
Title: _____

ATTEST/SEAL

BY: 
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: 
Suzanne L. Hanneman
City Attorney

City of Alvin; Manicured Mowing; Parkland, ROW, Trust Land; 2024

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4XeBgIzIECZbqJjUiY8pTexalQqRQBSI

"City of Alvin; Manicured Mowing; Parkland, ROW, Trust Land; 2024" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-09-30 - 2:55:25 PM GMT
-  Document emailed to jerrythomp@gmail.com for signature
2024-09-30 - 2:56:10 PM GMT
-  Email viewed by jerrythomp@gmail.com
2024-09-30 - 3:06:42 PM GMT
-  Signer jerrythomp@gmail.com entered name at signing as Jeremy Thompson
2024-09-30 - 3:20:14 PM GMT
-  Document e-signed by Jeremy Thompson (jerrythomp@gmail.com)
Signature Date: 2024-09-30 - 3:20:16 PM GMT - Time Source: server
-  Agreement completed.
2024-09-30 - 3:20:16 PM GMT



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Addendum No. 2 for a one (1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772; and authorize the City Manager to sign the Addendum upon legal review.

Type of Item: Contract/Agreement

Summary: The agreement was originally approved for the amount of \$82,772.00 with Horticare Landscape Management by City Council on August 3, 2023, utilizing public request for pricing, RFP 23-04. The first year of service began August 3, 2023, and ended September 30, 2024. Addendum No.1 was the first of up to three one (1) year renewal options approved by City Council on May 2, 2024, which began October 1, 2024, and will end September 30, 2025. Addendum No. 2 is the second of up to three one (1) year renewal options, which would begin September 1, 2025, and end September 30, 2026.

Service Year	Proposal RFP 23-04
FY26 (2nd one-year renewal option - Addendum 2)	\$82,772.00
FY25 (1st one-year renewal option - Addendum 1)	\$82,772.00
FY24 (Initial Award)	\$82,772.00

Staff recommends approval of Addendum No. 2 with Horticare Landscape Management for landscape maintenance services as their performance continues to provide good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$82,772.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/28/25

Supporting documents attached:

1. Horticare; Addendum No. 2; FY26
2. Horticare; Letter of Intent; FY26
3. Horticare; Addendum No 1; 2024
4. Horticare; RFP 23-04 Proposal; 2023

Recommendation: Move to approve Addendum No. 2 for a one(1) year renewal agreement with Horticare Landscape Management for landscape maintenance services for flowerbeds of City-owned buildings, parks, and other City property and rights-of-way, in the amount of \$82,772; and authorize the City Manager to sign the Addendum upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

ADDENDUM NO. 2
TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS Addendum No. 2 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the 1st day of May, 2025, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) City owned buildings, five (5) City parks, and five (5) other locations within the City; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare entered into Addendum No. 1 on or about September 19, 2024, agreeing to extend the term of the Agreement for an additional year ending September 30, 2025;

WHEREAS, the City and Horticare Landscape Management desire to extend the term of the Agreement for the second of three one (1) year extensions ending September 30, 2026.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Horticare hereby agree as follows:

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2026.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and this Addendum No. 2, the provisions of this Addendum No. 2 shall control. This Addendum No. 2 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed this Addendum No. 2 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

CITY OF ALVIN, TEXAS

By: _____
George Zagorianos
Title: _____

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

April 10, 2025

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2025-9/30/2026.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management

ADDENDUM NO. 1
TO THE CITY OF ALVIN
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin Landscape Maintenance Services Agreement (“Addendum No. 1”) is made on this the 2nd day of May 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and Horticare Landscape Management (“Horticare”).

WHEREAS, on August 3, 2023, the City approved and entered into a Landscape Maintenance Services Agreement (the “Agreement”) with Horticare for landscape maintenance services of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations; and

WHEREAS, the Agreement provided for a term ending on September 30, 2024; and

WHEREAS, Section 11 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for three (3) additional one (1) year terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Horticare’s letter attached as Exhibit “A”); and

WHEREAS, the City and Horticare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2025; and

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Horticare hereby agree as follows:

I.

The original Agreement entered into between the City and Horticare is extended for an additional year, ending September 30, 2025.

II.

This renewal term is subject to the same terms and provisions contained within the original Agreement.

III.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Landscape Maintenance Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**HORTICARE LANDSCAPE
MANAGEMENT**

By: George Zagorianos
George Zagorianos
George Zagorianos - Owner
Printed Name & Title:

CITY OF ALVIN, TEXAS

By: [Signature]
Ianru Roland, City Manager

ATTEST/SEAL

By: _____
Name:
Title:

ATTEST/SEAL

By: [Signature]
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Suzanne L. Hanneman
City Attorney



April 10, 2024

Re: RFP-04 Landscape Maintenance

Dear Mr. Kelinske,

Horticare Landscape Management agrees to renew the contract under the same specification for Landscape Maintenance for the upcoming year 10/1/2024-9/30/2025.

Sincerely,

George Zagorianos

George Zagorianos
Horticare Landscape Management

City of Alvin; Landscape Maintenance;Horticare; Addendum No 1

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXOa1hBlxqCoqWraO3Xkbjg2_1Z0n99r8

"City of Alvin; Landscape Maintenance;Horticare; Addendum No 1" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2024-05-06 - 10:37:51 PM GMT
-  Document emailed to George Zagorianos (george@horticarelawn.com) for signature
2024-05-06 - 10:38:27 PM GMT
-  Email viewed by George Zagorianos (george@horticarelawn.com)
2024-05-07 - 3:44:22 AM GMT
-  Document e-signed by George Zagorianos (george@horticarelawn.com)
Signature Date: 2024-05-07 - 1:54:37 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 1:54:37 PM GMT



**NOTICE
REQUEST FOR PROPOSALS**

LANDSCAPE MAINTENANCE

I. Request for Proposal:

- A. The City of Alvin is accepting sealed competitive proposals from qualified professional companies to provide for City owned or maintained Parks, Facility Grounds and Rights of Way.
- B. Interested firms are invited to submit their qualifications for consideration. The submittal shall contain, at a minimum, the information included in this Request for Proposals.
- C. Staff will evaluate the submittals. If necessary, a shortlist of firms will be notified for follow-up interviews.
- D. The City of Alvin reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin and reserves the rights to negotiate with any or all firms submitting proposals.

Dan Kelinske
Parks and Recreation Director

INSTRUCTIONS/INFORMATION TO PROSPECTIVE CONTRACTORS

1. **EXAMINATION OF REQUEST FOR PROPOSALS:** A copy of this Request for Proposal will be available on the City's website, www.alvin-tx.gov.

2. **PROPOSAL SUBMISSION:** Proposals shall be complete and submitted in a sealed envelope to:

Alvin City Hall

Attn: City Secretary

216 West Sealy, Alvin, Texas 77511

Submittals must be received by Tuesday, July 11, 2023 at 2:00p.m. and clearly labeled
"LANDSCAPE MAINTENANCE"

3. **PREPARATION OF PROPOSALS:** All proposals for the work shall be made only on the Proposal/Specifications form attached to this Request for Proposals and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, additions, conditional or alternate bids, or that contain irregularities of any kind may be rejected. Bidders are required to provide a minimum of two references for similar types of work on a separate sheet of paper attached to their proposal. Bidders are advised to carefully review the Specifications and attach with their proposal the additional items required.
4. **ALTERNATE / MULTIPLE PROPOSALS:** It is not the desire or intent of the City to eliminate or exclude any company from submitting a proposal because of minor deviations, or changes that may be deemed an improvement to the level of service provided.

The City shall be the sole and final judge, unequivocally, as to whether any substitute is of an equivalent or better quality or is necessary for providing and maintaining satisfactory preventive maintenance and repair for the equipment referenced herein.

5. **BASIS OF AWARD:** The City of Alvin is seeking a qualified company for Landscape Maintenance for City owned or maintained flowerbeds. **The successful bidder shall provide: demonstrated competence in horticulture, fixed price quotations per bidding instructions, and Item #9 Qualifications of Proposing Contractor, below.** The contract is renewed annually for a maximum of no more than three (3) consecutive renewals. Generally, the contract award shall be made to the qualified bidder based on the best combination of overall lowest rates and level of service, as determined by the City to provide the best combination of price and value to the City. Other factors such as quality and quantity of work will also be considered when awarding the contract.

The City of Alvin reserves the right to reject or accept any proposal, in whole or part, or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin.

6. **INSURANCE:** The selected contractor shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:
 - a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement;
 - b. Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;

- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence; and
- d. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

Certificates evidencing such insurance shall be furnished to the City prior to the selected contractor commencing the work. Companies affording coverage and the producer of the certificate of insurance shall be licensed with the State Board of Insurance to do business in the State of Texas.

- 7. **INDEMNIFICATION:** If this Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.
- 8. **COMPLIANCE WITH LAWS:** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
- 9. **QUALIFICATIONS OF PROPOSING CONTRACTOR:** The prospective Contractor must be satisfactory to the City in experience, length of time in business, reliability, and demonstrated ability to provide the services required by the specifications. The contractor must satisfy the following requirements:
 - a. Maintain a permanent place of business;
 - b. Have adequately trained personnel and equipment to perform the services in an expeditious and competent manner;
 - c. Have satisfactorily furnished services of similar size and scope for a period of at least twelve (12) months; and
 - d. Provide no less than two (2) references for services of similar size and scope.
- 10. **EXECUTION OF CONTRACT/CONTRACTOR STATUS:** The successful Contractor shall execute the Contract in accordance with the Instructions/Information to Prospective Contractors document, and the Proposal/Specifications document as accepted by the City and furnish the necessary insurance certificates upon execution of the contract.
- 11. **TERM OF THE CONTRACT:** The term of this Contract shall be one year, commencing on _____, 2023, and ending at midnight on September 30, 2024. The City of Alvin will have the option to renew these services for three (3) additional one-year periods upon mutual consent and agreement of both parties at least ninety (90) days prior to the expiration of the service Contract.
- 12. **INVOICE/PAYMENT:** Invoices shall be submitted to the City of Alvin Parks and Recreation Department, 216 West Sealy, Alvin, Texas 77511.
- 13. **TAX EXEMPTION:** The City of Alvin is a municipal corporation and is exempt from applicable State and local taxes on the purchase and delivery of supplies directly to the City.

14. **CANCELLATION:** The City of Alvin reserves the right to terminate the services at any time during the term of the Contract upon receipt of a 30-day written notice to the Contractor.
15. **DEFAULT:** In the case of default of the Contractor, the City reserves the right to terminate the Contract and purchase similar services in the open market, charging against the Contractor any excess costs the City incurs thereby.
16. **QUESTIONS:** All questions must be submitted in writing, via e-mail to Dan Kelinske, Parks and Recreation Director, DLKelinske@cityofalvin.com no less than two (2) business days prior to the scheduled due date of the response.

PROPOSAL/SPECIFICATIONS

Name of Contractor Horticare Landscape Management ("Contractor")

Principal Business Address 2717 FM 517 Rd. Alvin, Tx 77511

Contact Person George Zagorianos Phone Number 281-554-5273

Date 7/11/2023 Email Address george@horticarelawn.com

The undersigned is authorized to execute this Proposal to the City of Alvin and to bind the Contractor to its terms and conditions.

Signature of Officer, Partner, or Sole Proprietor George Zagorianos

Print Name and Title George Zagorianos

Name of Certified Arborist(s) providing oversight Justin Estopinal

- Include copies of certification(s)

This area intentionally left blank

This Proposal/Specifications document, inclusive of the Instructions/Information to Prospective Contractors, when accepted and signed by an authorized signatory of the City of Alvin, shall become a contract binding upon the City and the Contractor.

SCOPE OF SERVICES:

Successful bidder shall maintain, monthly, a total of eighteen (18) flowerbeds located at eight (8) city owned buildings, five (5) parks, and five (5) other locations. Maintenance shall include turning mulch, removing invasive weeds, vines, and grasses, adding mulch, removing, and replacing purposefully planted dead, diseased, dying, or damaged plants and shrubs with alike or City approved plantings.

The quote will also include seasonal plantings twice per year, within the months of April and October. Seasonal plantings shall include:

- flowers selected from the provided list, with substitutions pre-approved by the Operations Manager
- a minimum of 4 different varieties of flowers
- applying preventative measures of insecticides/herbicides and fertilizer
- mulch of good quality and color
- soil which promotes flower growth

Duties Per Location

- Monthly
 - o Turn/add mulch & soil as necessary
 - o Replacement of dead or dying (plants, shrubs, flowers, etc...)
 - o Remove unwanted weeds, grasses, vines, etc.
- Semi-Annually (April & October)
 - o Seasonal planting

- See Landscaping Plan for Nature Observation Area @ National Oak Park

Preferred Planting List	
Spring	Fall
Snap Dragons	Chrysanthemum
Dahlias (dwarf varieties)	Gerber Daisies
Angelonia	Butter Cups
Celosia	Alyssum
Geraniums	Pansies
Begonias	Cocks Comb-Celosia
Impatiens	Aster
Larkspur or Delphinium	Dianthus
Petunias	Croton
Dianthus	Ornamental Peppers
Salvia	Violas
Alyssum	Dusty Miller "Cirrus"
Calibrachoa	Black-eyed Susan's
Verbena	Petunias
Fox Gloves	
Gerber Daisies	
Periwinkles	
Morning Glory	

Facilities

Site	Size (approximate)	Cost
1. City Hall 216 W. Sealy Street	Irrigated	
- Perimeter of building & pathways	1,800 sq feet	\$ 10,000
- Circular planter	400 sq feet	\$ 2,224
Total		\$ 12,224
2. Museum 302 W. Sealy Street	Irrigated	
- Two flowerbeds	156 sq feet	\$ 900
- Two planter pots	n/a	\$ 450
Total		\$ 1,800
3. Senior Center 309 W. Sealy Street	Irrigated	
- North, East & West side of building & along pathway	800 sq feet	\$ 4,448
- North rectangular bed	250 sq feet	\$ 1,400
- Two planter pots	n/a	\$ 450
Total		\$ 6,298
4. Train Depot 200 Depot Centre Blvd	Irrigated	
- South side of building	800 sq feet	\$ 4,448
- East rectangular bed	100 sq feet	\$ 560
- 5 rectangular beds	2,000 sq feet	\$ 11,112
- South side of clock tower	100 sq feet	\$ 560
Total		\$ 16,680
5. Public Service Facility 1100 W. Highway 6	Irrigated	
- South side of building	700 sq feet	\$ 3,900
Total		\$ 3,900
6. Recreation Station 302 W. House St.	Irrigated	
- South side of building	200 sq feet	\$ 1,120
Total		\$ 1,120
7. Police Department 1500 S. Gordon St.	Irrigated	
- Southeast side of building	900 sq feet	\$ 5,000
Total		\$ 5,000
8. Animal Adoption Center 550 W. Hwy 6	Irrigated	
- Northside of building	800 sq feet	\$ 4,448
Total		\$ 4,448

Parks

Site	Size (approximate)	Cost
1. National Oak Park 118 Magnolia St.	Irrigated	
- Nature Observation Area, all 4 beds	600 sq feet	\$ 3,335
- Skate Park, 2 flowerbeds	200 sq feet	\$ 1,115
Total		\$ 4,450
2. Ruben Adame Park 801 Shaw St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 2,225
Total		\$ 2,225
3. Newman Park 1200 Newman St.	NOT Irrigated	
- 1 rectangular flowerbed	400 sq feet	\$ 1,115
Total		\$ 1,115
4. Lions Park 1060 College Drive	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560
5. Sealy Park	NOT Irrigated	
- 1 rectangular flowerbed	100 sq feet	\$ 560
Total		\$ 560

Other Locations

Site	Size (approximate)	Cost
1. Entry Sign Southeast Corner Gordon & Hwy 6	Irrigated	
- 1 rectangular flowerbed	1500 sq feet	\$ 8,340
Total		\$ 8,340
2. Entry Sign W. Highway 6 (from Manvel)	NOT Irrigated	
- 1 rectangular flowerbed	800 sq feet	\$ 4,448
Total		\$ 4,448
3. Depot Sign @ Gordon & W. Willis	Irrigated	
- 1 rectangular flowerbed	300 sq feet	\$ 1,680
Total		\$ 1,680
4. Gordon Street Bridge	Irrigated	
- 4 rectangular flowerbeds @ 100 sq ft ea	400 sq feet	\$ 2,224
Total		\$ 2,224
5. Downtown Parking Lot @ W. Sealy & Gordon St.	NOT Irrigated	
- 8 rectangular flowerbeds @ 40 sq ft ea	320 sq feet	\$ 1,800
6. Corner of W. Willis St. & N. Gordon St.	Irrigated	
- 2 rectangular flowerbeds @ 350 sq ft ea	700 sq feet	\$ 3,900
Total		\$ 5,700

City of Alvin LANDSCAPE MAINTENANCE PROPOSAL FORM

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the City of

Alvin Landscape Maintenance, hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to provide these services in a safe and efficient manner, in accordance with aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of this proposal.

Notes:

Authorized Contractor Representative (printed): George Zagorianos

Signature: George Zagorianos

Date: 7/11/2023

Authorized City Representative

Signature:

Contract Approval Date:

JUNRU ROLAND
8-3-23



Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX 77511
281.554.5273
info@horticarelawn.com

To The City of Alvin,

Horticare Landscape Management, established in 2008, is a locally-owned and full-service landscape management company located in Alvin, Texas. Throughout the years, Horticare continues to provide the Greater Houston area with quality lawn and landscape management while specializing in delivering what every customer wants in their landscape: a site that is clean and aesthetically pleasing to visitors.

To highlight, Horticare's most prominent scope of work includes homeowners' associations, local government municipalities, commercial shopping centers, and industrial facilities. Currently, Horticare carries a staff of 42 full-time employees and manages a fleet of nine service trucks and counting.

We, at HLM, attribute the company's growth and longevity in this competitive market to our insistence on staying at the forefront of technology and to an unwavering commitment to customer service. At Horticare, we ensure our customers' sceneries are always immaculate by being well-informed of the absolute best practices; whether these be tried and true methods or at the forefront of landscape innovation. We take a deliberate and proactive approach to customer satisfaction through careful attention to detail and developing good working relationships with our patrons.

Your property is a direct reflection of your standards. With the proper design, consistent landscaping enhancement recommendations and maintenance, your property will convey the right first impression and reflect your standard of quality.

Our objective is to help you create and maintain landscape designs that leave a lasting image. We are responsive, proactive and seek to understand your specific needs and objectives. This is the key to our long-term success. Horticare Landscape Management owners, Evan and George, pride themselves on a meticulous eye to detail and excellence in customer service. We look forward to the possibility of working with the City of Alvin on this upcoming project and providing the City with the very best customer service there is to offer in the Greater Houston area.

Sincerely,

Evan Zagorianos
George Zagorianos
Horticare Landscape Management

Company References

Park Shadows HOA
University Park Dr.
Houston, TX 77058
Contact: Angela Creech
Phone: 832-864-1274

Canterbury Park HOA
Canterbury Park Dr.
Pearland, TX 77584
Contact: Betty Fiala
Phone: 346-266-8743

Massey Lakes HOA
Massey Lakes Blvd.
Pearland, TX 77584
Contact: Katie Paz
Phone: 281-947-8675

Company Certifications

George Zagorianos
Licensed Irrigator
LI0028475

Evan Zagorianos
Texas Certified Landscape Associate

Justin Estopinal
Certified Arborist (Consultant)
TX-4230A

Justin Mansfield
Commercial Applicator
0876983



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Facilities Sources for foundation repair of the City-owned building located at 800 Dyche Lane (Public Service Facility #2) through the BuyBoard interlocal purchasing system, in the amount of \$80,170; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: The existing concrete foundation at 800 Dyche Lane (Public Service Facility #2) is uneven, causing cracks in some interior walls. The proposal from Facilities Sources includes the installation of twelve (12) pressed concrete piles around the perimeter of the existing building. The installation will include saw-cutting and demolition of the existing concrete sidewalk and driveway, excavation of all pier locations, and installation of pier sections, blocks, and shims as needed to level the existing slab. It will also involve backfilling the excavated areas with proper compaction, installing new concrete to match the existing sidewalk and driveway thickness, and providing foam injection by drilling the existing slab on a 4-foot grid throughout the injection process. The Proposal also includes hydronic testing of existing plumbing systems prior to and after completion, with an allowance of up to \$7,500 for plumbing investigation / repairs required after completion of work. The price includes \$75,631.92 quote + \$4,538.08 (6% contingency) = \$80,170.00.

Funds for this project were approved by the City Council in the Facility Maintenance Fund - Buildings and Property account in the Fiscal Year 2025 Budget.

Staff recommends approval of the agreement with Facilities Sources.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 616-8003-00-4100 **Amount:** \$80,169.00 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/23/2025 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/28/25

Supporting documents attached:

1. PSF 2; Foundation Repair Quote
-

Recommendation: Move to approve an agreement with Facilities Sources for the foundation repair of the city-owned building located at 800 Dyche Lane (Public Service Facility #2) through the BuyBoard interlocal purchasing system, in the amount of \$80,170; and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

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



Javier Lopez
Project Manager
City of Alvin
Parks and Recreation
Jlopez@cityofalvin.com

April 24, 2025

Contract No. 728-24 Buy Board
Subject: Job Order Proposal for **RFP # 98-500219**

Project Location: Parks Building
Project Title: Foundation Repairs

Mr. Lopez,

Enclosed is our firm, fixed price proposal for the above subject RFP. The proposal scope is per site visit on March 6, 2025, with a City of Alvin representative to review the scope of work related to the foundation repairs at the Parks Building as itemized in the attached Statement of Work.

Pricing is per 2025 RS Means Facilities Construction Cost Data with adjustments for the city cost index and contract coefficient. Division 01 line items have been utilized to complete the scope of work and are agreed to by the City upon issuance of a purchase order.

The proposed price prior to bonding is.....	\$	66,287.24
Plumbing Allowance.....	\$	7,500.00
The reimbursable bond cost is:	\$	<u>1,844.68</u>
The Grand Total Fixed Price is.....	\$	75,631.92

The proposed project duration is 10 days after funding approval and materials are delivered.
This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at (713) 337-5700.

Sincerely,

Wayne Bryant
Project Manager

Attachments: RS Means Cost Estimate, Statement of Work

Project Location: Parks Building
Project Title: Foundation Repairs

STATEMENT OF WORK –

1. Provide and install 12 pressed concrete piles around perimeter of existing building.
 - a. Proposal includes the saw cutting and demolition of the existing concrete sidewalk / drive at locations where piers are to be installed.
 - b. Proposal includes the excavation of all proposed pier locations to underside existing grade beams for installation of piers.
 - c. Proposal includes all pier sections, blocks, & shims as required to level existing slab as close as possible to original positioning.
 - d. Proposal includes the backfilling of the excavated areas with compaction.
 - e. Proposal includes the installation of new concrete sidewalk / drive to match existing thickness.
 - i. Provide #5 rebar at 16" on center each way with #5 dowels drilled and anchored into the adjacent concrete at 18" on center.
2. Provide and install foam injection (interior area – approx. 2,500 SF) to level existing slab as close as possible to original positioning.
 - a. Proposal includes the drilling of the existing slab at a 4' grid throughout for the foam injection process.
3. Proposal includes a hydronic testing of existing plumbing systems prior to foundation work and after completion.
 - a. Proposal includes a Plumbing Allowance in the amount of \$7,500.00 for any possible plumbing investigation / repairs required after completion of foundation scope of work and hydronic testing.

EXCLUSIONS & CLARIFICATIONS:

1. No county or city inspections or permitting is included.
2. No removal or handling of any hazardous materials is included in this proposal.
3. All work will be performed per local, State and National building codes.
4. Proposal does not include any scope of work that is required due to unknown conditions that are exposed during project work.
5. Proposal does not include any scope of work or costs for any exterior building envelope repairs.
6. Proposal does not include any costs for moving / relocating any interior furniture or fixtures.
7. Proposal does not include any scope of work or costs for any interior finishes including but not limited to: carpet, vct, painting, patching, acoustical ceiling repairs, dampproofing, etc.
8. Does not include any site investigation to locate existing utilities.
9. Cost excludes taxes, permits, allowances, contingencies, unknown existing site conditions or any work not covered by the above scope.



Final Estimate

Wayne Bryant

Facilities Sources

728-24 - Buy Board #728-24 - Base Years - 4/01/2024 to 3/28/2026

City of Alvin - Parks Building - Foundation Repairs - 98-500219

Wayne Bryant

Estimator: Wayne Bryant

City of Alvin - Parks Building - Foundation Repairs

Totalling Components

Price Line Items	\$75,917.46	Non-Priced & Subcontractor Mark-up, 15% (15.0000%)	\$1,125.00
RSMeans HOUSTON, TX CCI 2025, 86.70%	\$(10,097.02)	Total Construction Cost	\$73,787.24
Buy Board 728-24, Regular Coefficient (-1.0000%)	\$(658.20)	Payment and or Performance Bond (2.5000%)	\$1,844.68
Non-Priced & Subcontractor	\$7,500.00	Estimate Grand Total	\$75,631.92
		Grand Total	\$75,631.92

Final Estimate

Estimator: Wayne Bryant

City of Alvin - Parks Building - Foundation Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-54-33-40-5655-1	Hourly operating cost for grout Pump	Ea.	8.0000	\$25.14	\$201.12	RSM25FAC
2 01-54-33-40-5655-2	Rent per day for grout Pump	Ea.	1.0000	\$357.79	\$357.79	RSM25FAC
3 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Pile Delivery	Ea.	3.0000	\$435.00	\$1,305.00	RSM25FAC
4 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer Foam Injection Pump mobilization	Ea.	2.0000	\$1,075.00	\$2,150.00	RSM25FAC
5 01-71-23-13-1100	Boundary & survey markers, crew for building layout, 2 person crew Exploration of existing foundation below grade for layout of piers - location of utilities	Day	1.0000	\$1,625.00	\$1,625.00	RSM25FAC
6 01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job Foam Injection clean up Pile install clean up	M.S.F.	7.5000	\$144.00	\$1,080.00	RSM25FAC
7 02-41-19-19-0800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	\$800.00	\$800.00	RSM25FAC
8 03-05-05-10-0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping Cocrete sidewalk / drive demo for pier installation $(((((4*4)*.5)*12)/27) = 3.56$	C.Y.	3.5556	\$450.00	\$1,600.02	RSM25FAC
9 03-21-05-10-1200	High chairs, for reinforcing steel, individual (HC), plain steel, 3" high, includes material only	C	0.5000	\$120.00	\$60.00	RSM25FAC
10 03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories $(((((4/1.5)*4)+((4/1.5)*4)*.668)*12) = 213.50$	Lb.	213.5040	\$1.91	\$407.79	RSM25FAC
11 03-21-11-60-0602-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21-11-60-1000) $(((((4/1.5)*4)+((4/1.5)*4)*.668)*12) = 213.50$	Lb.	213.5040	\$0.30	\$64.05	RSM25FAC
12 03-21-11-60-2420	Reinforcing steel, in place, dowels, deformed, 2' long, #5, A615, grade 60 $8*12 = 96.00$	Ea.	96.0000	\$6.40	\$614.40	RSM25FAC
13 03-63-05-10-1530	Chemical anchoring, for fastener 3/4" diam x 6" embedment, incl epoxy cartridge, excl layout, drilling & fastener $8*12 = 96.00$	Ea.	96.0000	\$29.00	\$2,784.00	RSM25FAC
14 03-81-13-50-0590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	Job	1.0000	\$1,250.00	\$1,250.00	RSM25FAC
15 03-82-16-10-0300	Concrete impact drilling, for anchors, up to 4" D, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor Drill slab - 4' on center grid for injection of urethane under slab to fill voids $((75/4)*(35/4)) = 164.06$	Ea.	165.0000	\$15.85	\$2,615.25	RSM25FAC

Final Estimate

Estimator: Wayne Bryant

City of Alvin - Parks Building - Foundation Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
16	03-82-16-10-0300-0350 Concrete impact drilling, for anchors, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add (Modified using 03-82-16-10-0350) Drill slab - 4' on center grid for injection of urethane under slab to fill voids (((75/4)*(35/4)) = 164.06	Ea.	165.0000	\$3.17	\$523.05	RSM25FAC
17	03-82-16-10-0500-0550 Concrete impact drilling, for anchors, 3/4" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add (Modified using 03-82-16-10-0550) 8*12 = 96.00	Ea.	96.0000	\$3.61	\$346.56	RSM25FAC
18	05-12-23-65-0100 Steel plate, structural, for connections & stiffeners, 1/4" T, shop fabricated, incl shop primer Pier Shims	S.F.	12.0000	\$17.90	\$214.80	RSM25FAC
19	05-12-23-65-0300 Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer Pier Shims	S.F.	12.0000	\$27.00	\$324.00	RSM25FAC
20	05-12-23-65-0450 Steel plate, structural, for connections & stiffeners, 3/4" T, shop fabricated, incl shop primer Pier Shims	S.F.	12.0000	\$53.50	\$642.00	RSM25FAC
21	31-22-13-20-0120 Rough grading sites, 410-1,000 S.F., hand labor	Ea.	1.0000	\$1,925.00	\$1,925.00	RSM25FAC
22	31-23-16-16-0500 Structural excavation for minor structures, bank measure, heavy soil or clay, 6' to 12' deep, hand pits (((3*3*6)*12)/27) = 24.00	B.C.Y.	24.0000	\$211.00	\$5,064.00	RSM25FAC
23	31-23-16-16-0500-1500 Structural excavation for minor structures, bank measure, for wet or muck hand excavation, add to above (Modified using 31-23-16-16-1500) (((3*3*6)*12)/27) = 24.00	B.C.Y.	24.0000	\$105.50	\$2,532.00	RSM25FAC
24	31-23-23-13-0100 Backfill, heavy soil, by hand, no compaction ((((3*3*6)*12)/27)*1.3) = 31.20	L.C.Y.	31.2000	\$57.50	\$1,794.00	RSM25FAC
25	31-23-23-13-0100-0800 Backfill and compact, by hand, 12" layers, compaction in layers, hand tamp, add to above (Modified using 31-23-23-13-0800) ((((3*3*6)*12)/27)*1.3) = 31.20	B.C.Y.	31.2000	\$18.60	\$580.32	RSM25FAC
26	31-43-13-13-0300 Concrete pressure grouting, cement and sand, 1:1 mix, per C.F., maximum Used for Urethane Foam Injection - 2500 SF x 2.5" Average Discounted 55% (2500*.2)*.45 = 225.00	C.F.	225.0000	\$142.00	\$31,950.00	RSM25FAC
27	31-62-23-13-3200 Concrete-filled steel piles, steel, pipe piles, no concrete, 50' long, 12" diameter, 44 V.L.F. lb./L.F., excludes mobilization or demobilization Discounted 15% ((19*12)*.85) = 193.80		193.8000	\$60.50	\$11,724.90	RSM25FAC
28	32-06-10-10-0310 Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base ((4*4)*12) = 192.00	S.F.	192.0000	\$7.20	\$1,382.40	RSM25FAC

Estimator: Wayne Bryant			City of Alvin - Parks Building - Foundation Repairs			
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Item		Description	UM	Quantity	Unit Cost	Total	Book
29	01-21-16-50-0150	Contingencies, Plumbing Allowance	LSUM	7,500.0000	100.0000%	\$7,500.00	CUSTOM
			Estimate Grand Total				75,631.92



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Administration - Asst. City Manager

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider a contract between the City of Alvin and the Texas General Land Office (GLO) for Community Development Block Grant Mitigation (CDBG-MIT) Program funding in the amount of \$6,000,500 under GLO Contract No. 24-065-151-F010, for the Durant Street Drainage and M-1 Crossing Improvements Project, and authorize the Mayor to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: The City of Alvin has been awarded \$6,000,500 in grant funding through the Texas General Land Office (GLO) under the Community Development Block Grant Mitigation (CDBG-MIT) Program, as part of the Regional Mitigation Program. This funding, secured through GLO Contract No. 24-065-151-F010, will support the Durant Street Drainage Improvements and M-1 Crossing Improvements—projects identified in the 2011 M-1 Watershed Study and the City's 2020 Hazard Mitigation Plan Update.

These infrastructure improvements were prioritized based on engineering analysis, community feedback, and vulnerability assessments focused on flood-prone areas. Specifically, the projects will:

- Replace approximately 2,000 linear feet of storm sewer and pavement on Durant Street, including sidewalks and reinforced concrete box (RCB) lateral connections.
- Replace approximately 660 linear feet of culverts at the M-1 crossing at West South Street.

The upgrades aim to mitigate flooding, improve storm water flow, and provide safer evacuation and emergency access. The improvements are expected to increase Alvin's resilience against future storms and reduce the financial impact of disasters on local infrastructure and residents.

Upon contract execution, the City will initiate environmental review and engineering design (approx. 7 months), followed by public bidding and construction (estimated 11–14 months). The project will be completed in accordance with federal procurement and reporting guidelines.

GrantWorks, the City's grant administrator for this project, supports the contract as written. Staff recommends approval.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ____ **Amount:** ____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/24/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 4/28/25

Supporting documents attached:

1. GLO MIT-MOD Contract
-

Recommendation: Move to approve a contract between the City of Alvin and the Texas General Land Office (GLO) for Community Development Block Grant Mitigation (CDBG-MIT) Program funding in the amount of \$6,000,500 under GLO Contract No. 24-065-151-F010, for the Durant Street Drainage and M-1 Crossing Improvements Project, and authorize the Mayor to sign the contract upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X



GLO CONTRACT NO. 24-065-151-F010
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF ALVIN**, Texas Identification Number (TIN) **17460000338** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$6,000,500.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[AUGF](#)” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Regional Mitigation Program](#)” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Alvin, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **July 30, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start-Up Documentation

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i)** Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii)** Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii)** Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv)** If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other

records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: “Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

City of Alvin
216 West Sealy Street
Alvin, Texas 77511
Attention: Gabe Adame

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or

exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan,

Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any

project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g.,

meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.”

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
 - (ii) in a way that meets the Contract’s performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

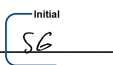
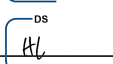
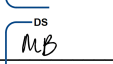
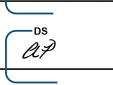
**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-151-F010
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID**

GENERAL LAND OFFICE

CITY OF ALVIN

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

By: _____
Title: _____
Date of execution: _____

OGC 
PM 
SDD 
DGC 
GC 
DCC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix
- ATTACHMENT H** Contract Reporting Template

ATTACHMENTS FOLLOW

CITY OF ALVIN
24-065-151-F010
PERFORMANCE STATEMENT

The GLO awards City of Alvin (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$6,000,500.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Flood and Drainage Improvements

Project Title: City of Alvin Durant St. and M-1 Crossing Improvements

Subrecipient shall remove and replace storm sewer system; install culvert and pipe, curb and gutter, manholes and headwalls; adjust utilities; line channel; pave roadway and sidewalks; and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
Along M-1 Crossing	From a point southeast of Beauregard Street and south of West South Street northwestward to the north side of West South Street west of Beauregard Street 29.40902, -95.25180	200 Linear Feet (LF)
Along Durant Street	From West South Street northward to Stadium Drive 29.41193, -95.25273	2,069 LF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
25,165	15,030	59.73	6612.00	2,3
			6613.00	2,3
			6614.00	1,2,3,4,5,6
			6615.01	3
			6615.02	1
			6616.01	1,4
			6616.02	1,2
Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD with State Median Income waiver applied.				

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BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT- Public Facilities and Improvements- Non-Covered Projects - LMI	\$6,000,500.00	\$0.00	\$6,000,500.00
TOTAL	\$6,000,500.00	\$0.00	\$6,000,500.00

BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase Deliverable: Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^							85.01-100%
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%							
Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance. *If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. **If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.								

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009

Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION City of Alvin		DATE SUBMITTED

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Alvin

24-065-151-F010

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Contract Reporting Template

Subrecipient:

--

GLO Contract Number:

--

Date Updated:

--

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

Certificate Of Completion

Envelope Id: 7FD07E2D-D13C-4299-87AF-01CE1E3E743A
 Subject: \$6M Contract: 24-065-151-F010 - City of Alvin (Texas GLO)
 Source Envelope:
 Document Pages: 85
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Adrianna Segura
 1700 Congress Ave
 Austin, TX 78701
 adrianna.segura@glo.texas.gov
 IP Address: 38.186.113.96

Record Tracking

Status: Original
 4/8/2025 1:49:19 PM

Holder: Adrianna Segura
 adrianna.segura@glo.texas.gov

Location: DocuSign

Signer Events

Ginger Mills
 ginger.mills@glo.texas.gov
 Director, CDR Legal Services
 Texas General Land Office, Office of General Counsel
 Security Level: Email, Account Authentication (None)

Signature

^{DS}

Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.193

Timestamp

Sent: 4/8/2025 3:33:45 PM
 Viewed: 4/11/2025 8:41:24 PM
 Signed: 4/11/2025 8:44:32 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Sierra Gonzales
 sierra.gonzales.glo@recovery.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

^{Initial}

Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.135

Sent: 4/11/2025 8:44:37 PM
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 Signed: 4/14/2025 7:42:20 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Heather Lagrone
 heather.lagrone.glo@recovery.texas.gov
 Sr Dep director
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

^{DS}

Signature Adoption: Pre-selected Style
 Using IP Address: 166.194.200.7
 Signed using mobile

Sent: 4/14/2025 7:42:26 AM
 Viewed: 4/14/2025 10:01:31 AM
 Signed: 4/14/2025 10:01:57 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Marc Barenblat
 marc.barenblat@glo.texas.gov
 Deputy General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

^{DS}

Signature Adoption: Pre-selected Style
 Using IP Address: 104.15.130.4

Sent: 4/14/2025 10:02:02 AM
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 Signed: 4/14/2025 1:57:36 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 166.194.200.24 Signed using mobile	Sent: 4/14/2025 1:57:48 PM Viewed: 4/14/2025 4:23:28 PM Signed: 4/14/2025 4:23:34 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.209	Sent: 4/14/2025 4:23:40 PM Viewed: 4/15/2025 8:13:32 AM Signed: 4/15/2025 8:14:00 AM
Gabe Adame gadame@cityofalvin.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 4/15/2025 8:14:06 AM
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:34 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 4/8/2025 2:10:34 PM Resent: 4/8/2025 3:33:44 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:34 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:35 PM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:35 PM
Donna Torres donna.torres@glo.texas.gov Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:35 PM
Mahsa Azadi Mahsa.Azadi@glo.texas.gov Manager, Federal Procurement Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/8/2025 2:10:36 PM Viewed: 4/8/2025 2:55:08 PM
Brian Pettit brian.pettit.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:38 PM
Carey SpenceLenns carey.spencelenns.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:38 PM

Carbon Copy Events	Status	Timestamp
Kassandra Burnias kassandra.burnias.glo@recovery.texas.gov Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:38 PM
Veronica Molina veronica.molina.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:39 PM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:37 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:38 PM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2025 8:44:38 PM
Shawna McElfish shawna@grantworks.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2025 8:14:06 AM Viewed: 4/15/2025 9:20:46 AM
Dixie Roberts droberts@cityhall.cityofalvin.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2025 8:14:06 AM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
HUB		
HUB@glo.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Pamela Mathews		
pamela.mathews.glo@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Ryne Zmolik		
ryne.zmolik.glo@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Michelle Esper-Martin		
michelle.espermartin.glo@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Jeana Bores		
jeana.bores.glo@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Jacob Geray		
jacob.geray.glo@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Nichole Gee		
nichole.gee.ctr@recovery.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/8/2025 3:33:43 PM
Envelope Updated	Security Checked	4/8/2025 3:33:43 PM

Payment Events	Status	Timestamps
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AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Engineering

Contact: Shana Church, Assistant City Engineer

Agenda Item: Consider a final plat of Preservation Creek Phase 1, Section 1 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 29.86 acres containing 40 lots, 6 reserves and 2 blocks, situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On January 23, 2025, the Engineering Department received the final plat of Preservation Creek Phase 1, Section 1 for review. The property is located along the south side of Farm to Market 1462 (1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 29.86 acres containing 40 lots, 6 reserves and 2 blocks, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by City Council.

The City Planning Commission approved the plat unanimously at their meeting on April 15, 2025.

Staff recommends approval of the final plat.

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: 4/23/2025 SLH

Finance Review Required: N/A ☒ Required ____

Date Completed: ____

Supporting documents attached:

1. Preservation Creek Ph 1 Sec 1; Final Plat

Recommendation: Move to approve a final plat of Preservation Creek Phase 1, Section 1 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 29.86 acres containing 40 lots, 6 reserves and 2 blocks, situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ____

Reviewed by City Manager, if applicable: ☒

STATE OF TEXAS }
COUNTY OF BRAZORIA }

We, WB PC Phase I LLC, a Texas Limited Liability Company, acting by and through Ting Qiao, Manager, of WB PC Phase I LLC, a Texas Limited Liability Company hereinafter referred to as Owners (whether one or more) of the 29.86 acre tract described in the above and foregoing map of Preservation Creek Phase I, Section 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

IN TESTIMONY WHEREOF, the WB PC Phase I LLC, a Texas Limited Liability Company has caused these presents to be signed by Ting Qiao, Manager of WB PC Phase I LLC, a Texas Limited Liability Company, thereunto authorized, this _____ day of _____, 202__.

OWNER
WB PC Phase I LLC,
a Texas Limited Liability Company,
Its Authorized Agent

By: _____
Print Name: Ting Qiao
Title: Manager

STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared Ting Qiao, Manager of WB PC Phase I LLC a Texas Limited Liability Company known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202__.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

We, WB Opportunity Fund V LP, a Texas limited partnership, owner and holder of a lien against the property described in the plat known as "Preservation Creek Phase I, Section 1", said lien being evidenced by instrument of record in Brazoria County Clerk's file No. 2024047608 of the official records of Brazoria County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown in this section to said plat and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

WB Opportunity Fund V LP,
a Texas limited partnership

By: _____
Print name: _____
Title: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202__.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

I, Randal A. Kingery, II, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

Randal A. Kingery, II,
Registered Professional Land Surveyor
Texas Registration No. 7035

APPROVED BY CITY COUNCIL OF CITY OF ALVIN, TEXAS THIS ____ DAY OF _____, 202__.

Gabe Adame, Mayor
Michelle H. Segovia, P.E., CFM, City Engineer

Dixie Roberts, TRMC, City Secretary

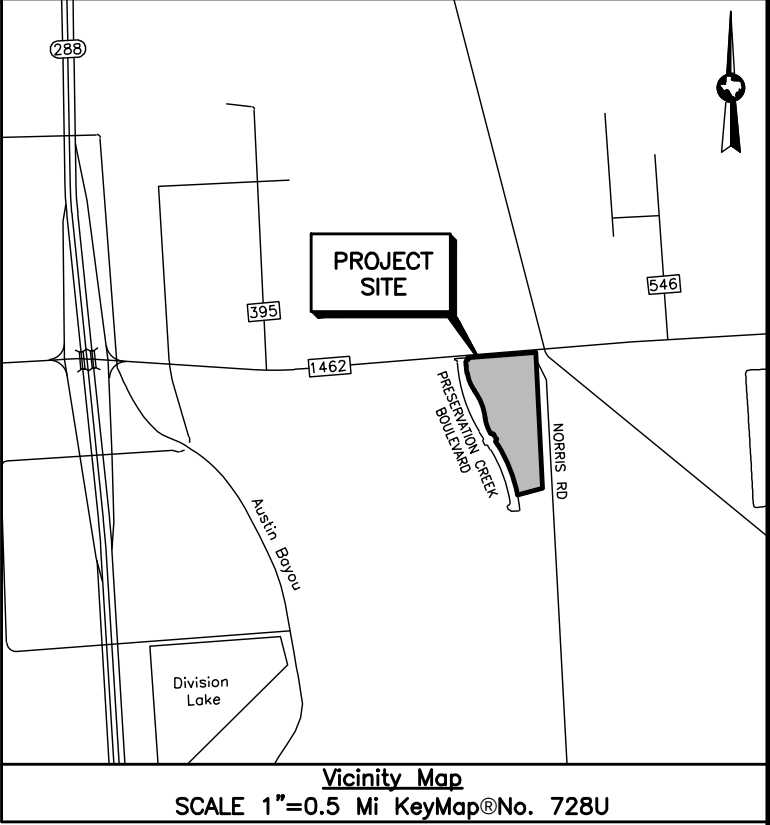
METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK PHASE 1,
SECTION 1
BEING 29.86 ACRES OF LAND SITUATED IN
C. M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 29.86 ACRE TRACT OF LAND SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 362.31 ACRE TRACT OF LAND CONVEYED TO WB PC PHASE I LLC RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2024047607, SAID 29.86 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950) and marking the northerly common corner of said 362.31 acre tract of land and that certain 87.78 acre tract of land recorded under B.C.C.F. NO. 2024045335, from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet;

THENCE, North 85°40'14" East, along the southerly right-of-way line of said FM 1462 for a distance of 179.05 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwesterly corner and POINT OF BEGINNING of the herein described tract of land;

- THENCE, North 85°40'14" East, continuing along the southerly right-of-way line of said FM 1462 for a distance of 938.52 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" called for and found marking the northeasterly corner of said 362.31 acre tract;
- THENCE, South 02°51'46" East, with the easterly line of said 362.31 acre tract for a distance of 1,870.77 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 76°06'17" West, for a distance of 358.86 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;
- THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 2060.00 feet, a central angle of 20°26'37", an arc length of 735.21 feet, and a chord bearing of North 21°30'44" West, for a distance of 731.31 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- THENCE, North 31°44'11" West, for a distance of 55.99 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northeasterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 92°26'37", an arc length of 40.34 feet, and a chord bearing of North 14°29'07" East, for a distance of 36.10 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 29°17'34" West, for a distance of 80.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 60°42'26" West, for a distance of 5.55 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 87°33'23", an arc length of 38.20 feet, and a chord bearing of North 75°30'53" West, for a distance of 34.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- THENCE, North 31°44'11" West, for a distance of 13.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northwesterly direction along the arc of said curve to the right having a radius of 500.00 feet, a central angle of 22°16'21", an arc length of 220.57 feet, and a chord bearing of North 19°05'56" West, for a distance of 218.78 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- THENCE, in a northwesterly direction along the arc of said reverse curve to the left having a radius of 750.00 feet, a central angle of 30°51'49", an arc length of 404.00 feet, and a chord bearing of North 21°53'35" West, for a distance of 399.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of reverse curvature;
- THENCE, in a northwesterly direction along the arc of said reverse curve to the right having a radius of 500.00 feet, a central angle of 29°57'55", an arc length of 281.50 feet, and a chord bearing of North 22°20'32" West, for a distance of 258.53 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of compound curvature;
- THENCE, in a northwesterly direction along the arc of said compound curve to the right having a radius of 1,940.00 feet, a central angle of 03°01'49", an arc length of 102.60 feet, and a chord bearing of North 05°50'41" West, for a distance of 102.59 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- THENCE, North 04°19'46" West, for a distance of 58.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northeasterly direction along the arc of said curve to the right having a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing of North 40°40'14" East, for a distance of 42.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 04°19'46" West, for a distance of 25.00 feet to the POINT OF BEGINNING and containing 29.86 acres of land.



BENCHMARK:

- NGS M 692 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 1.9 miles south of Rasharon.
Elev.: 45.88' NAVD 1988, GEOID 18
- NGS A 803 Reset: Brass Disk set in the south end of the west culvert headwall west of F.M. 521 and 0.9 miles south of Bonney.
Elev.: 44.62' NAVD 1988, GEOID 18

FINAL PLAT OF PRESERVATION CREEK PHASE 1, SECTION 1

BEING A PLANNED UNIT DEVELOPMENT OF 29.86 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

40 LOTS 2 BLOCKS 6 RESERVES

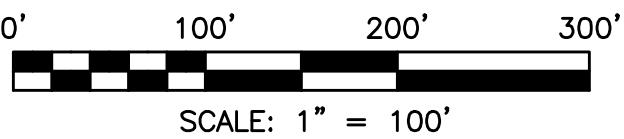
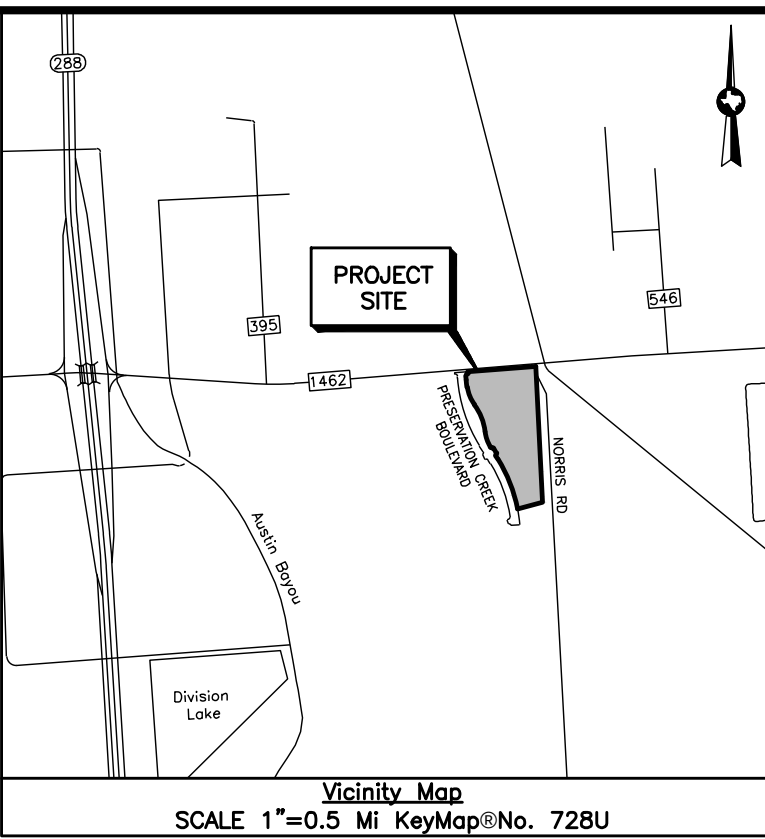
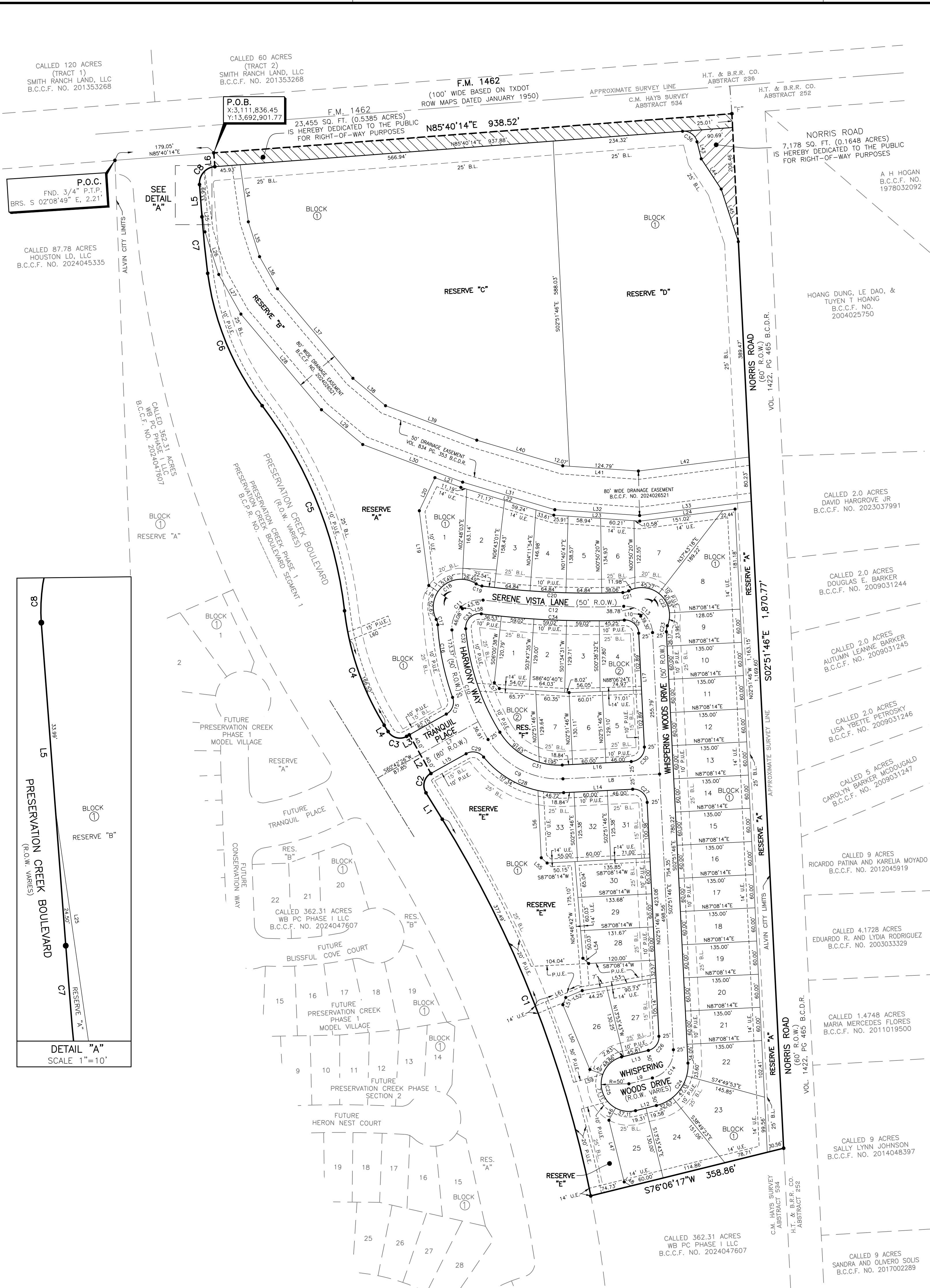
OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

MARCH 24, 2025



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, SouthCentral Zone as determined by GPS measurements. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.99986546.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone "X" (areas determined to be outside the 500-year floodplain) and Zone "A" (No Base Flood Elevations Determined).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. NO. indicates Brazoria County Clerk's File Number.
B.C.D.R. indicates Brazoria County Deed Records.
B.C.P.R. indicates Brazoria County Plat Records.
B.L. indicates Building Line.
BRS. indicates Bears.
ESMT indicates Easement.
FND. indicates Found.
NO. indicates Number.
PG. indicates Page.
P.O.B. indicates Point of Beginning.
P.O.C. indicates Point of Commencing.
P.T.P. indicates Pinch Top Pipe.
P.U.E. indicates Public Utility Easement.
R.O.W. indicates Right-Of-Way.
R+ indicates Radius.
RES. indicates Reserve.
SF indicates Single Family.
SFR indicates Single Family Residential.
SQ. FT. Square Feet.
U.E. indicates Utility Easement.
Vol. indicates Volume.
"F" indicates Found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
X indicates change in street name
- Property within the boundaries of this plot and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of any fences, buildings, plantings, or other obstructions.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D. No. 1, Angleton Independent School District, and Brazoria County Drainage District #5.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
- All sidewalks shall be constructed in accordance with Planned Unit Development Ordinance 23-0.
- All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
- A one-year maintenance bond, in the amount of fifty percent (50%) of the cost of the infrastructure improvements, valid one (1) year from the date the infrastructure is accepted and/or approved by the City, shall be required.
- All boundary corners for the plat shown hereon are set 5/8-inch iron rods with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
- The boundary for this plat has a closure in excess of 1:15,000.
- There are no visible or apparent pipelines within the boundaries of this subdivision.
- Development regulations and City permits are required on all properties.
- No building permits will be issued until all the storm drainage improvements, which may include detention, have been constructed.
- There is a Public Utility Easement recorded under Volume 1441, Page 128 of the Brazoria County Deed Records that is located entirely in the Right-Of-Way that is being dedicated with this Final Plat.
- This Subdivision may be subject to an unlocated over and across pipeline easement granted in Volume 733, Page 44 of the Brazoria County Deed Records.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31°44'11"W	55.99'
L2	N29°17'34"W	80.00'
L3	S60°42'26"W	5.55'
L4	N31°44'11"W	13.43'
L5	N04°19'46"W	58.49'
L6	N04°19'46"W	25.00'
L7	N60°42'26"E	119.96'
L8	S87°08'14"W	174.84'
L9	S76°06'17"W	43.77'
L10	S42°05'59"W	4.72'
L11	N60°42'26"E	76.61'
L12	S76°06'17"W	38.89'
L13	N76°06'17"E	48.64'
L14	S87°08'14"W	124.84'
L15	S60°42'26"W	72.78'
L16	S87°08'14"W	124.84'
L17	S02°51'46"E	205.79'
L18	N56°11'56"W	20.00'
L19	N07°14'14"W	136.03'
L20	N25°15'24"E	66.15'
L21	S69°20'25"E	49.99'
L22	S73°23'35"E	175.21'
L23	S86°02'24"E	155.63'
L24	N82°47'58"E	173.46'
L25	S08°07'40"E	52.12'
L26	S17°55'21"E	66.44'
L27	S29°11'10"E	81.98'
L28	S40°06'48"E	225.81'
L29	S49°53'08"E	97.50'
L30	S69°20'25"E	192.76'
L31	S73°23'35"E	173.74'
L32	S86°02'24"E	153.55'
L33	N82°47'58"E	203.32'
L34	S08°07'40"E	104.08'
L35	S17°55'21"E	66.16'
L36	S29°11'10"E	66.44'
L37	S40°06'48"E	211.32'
L38	S49°53'08"E	76.95'
L39	S69°20'25"E	176.22'
L40	S73°23'35"E	162.05'
L41	S86°02'24"E	136.86'
L42	N82°47'58"E	201.58'
L43	S13°53'16"E	31.72'
L44	S33°19'46"E	65.41'
L45	S18°05'46"E	99.93'
L46	S28°37'41"W	14.14'
L47	S13°53'43"E	174.72'
L48	S58°53'43"E	14.14'
L49	N69°53'10"W	25.00'
L50	N22°39'22"W	126.80'
L51	N22°20'38"E	14.14'
L52	N67°20'38"E	32.21'
L53	N80°25'34"E	134.98'
L54	N47°51'46"W	14.14'
L55	N47°51'46"W	14.14'
L56	N02°51'46"W	121.58'
L57	N40°24'31"W	13.79'
L58	S42°02'14"E	0.08'
L59	S74°35'43"W	54.92'
L60	N68°14'38"E	80.75'
L61	N67°20'38"E	89.66'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	2,060.00'	735.21'	20°26'55"	N21°30'44"W
C2	25.00'	40.34'	92°26'37"	N14°29'07"E
C3	25.00'	38.20'	87°33'23"	N75°30'53"W
C4	500.00'	220.57'	25°16'31"	N19°05'56"W
C5	750.00'	404.00'	30°51'49"	N21°53'35"W
C6	500.00'	261.50'	29°57'55"	N22°20'32"W
C7	1,940.00'	102.60'	0°30'149"	N05°50'41"W
C8	30.00'	47.12'	90°00'00"	N40°40'14"E
C9	150.00'	160.30'	61°13'43"	N62°14'55"W
C10	450.00'	210.27'	26°46'22"	N18°14'53"W
C11	50.00'	89.23'	102°14'41"	N46°15'39"E
C12	1,500.00'	254.62'	09°43'32"	S87°28'47"E
C13	50.00'	78.09'	89°28'47"	S47°36'09"E
C14	50.00'	68.91'	78°58'03"	S36°37'16"W
C15	25.00'	39.07'	80°23'06"	N20°30'52"E
C16	475.00'	134.29'	16°11'54"	N11°34'44"W
C17	25.00'	10.07'	23°04'19"	N15°00'57"W
C18	50.00'	130.65'	149°42'49"	N48°18'18"E
C19	25.00'	11.16'	25°34'09"	S69°37'22"E
C20	1,475.00'	255.12'	09°54'36"	S87°21'45"E
C21	25.00'	11.16'	25°34'09"	N74°53'53"E
C22	50.00'	122.15'	139°58'31"	S47°53'57"E
C23	25.00'	10.89'	24°57'05"	S09°36'46"W
C24	75.00'	103.37'	78°58'03"	S36°37'16"W
C25	50.00'	180.00'	90°00'00"	N13°33'43"W
C26	25.00'	34.46'	78°58'03"	N36°37'16"E
C27	25.00'	39.27'	90°00'00"	N47°51'46"W
C28	175.00'	164.06'	53°42'52"	N66°00'20"W
C29	25.00'	34.97'	80°08'40"	N79°13'14"W
C30	25.00'	39.27'	90°00'00"	S42°08'14"W
C31	125.00'	133.58'	61°13'43"	N62°14'55"W
C32	425.00'	198.59'	26°46'22"	N18°14'53"W
C33	25.00'	44.61'	102°14'41"	N46°15'39"E
C34	1,525.00'	258.84'	09°43'32"	S87°28'47"E
C35	25.00'	39.04'	89°28'47"	S47°36'09"E
C36	25.00'	35.10'	80°26'29"	S54°06'31"E

Block	Lot	Sq. Feet	Lot Width	GP LAND USE	PUD LAND USE
1	1	13,219	66.01'	SF	SFR
1	2	10,361	60.48'	SF	SFR
1	3	9,402	63.74'	SF	SFR
1	4	8,727	63.74'	SF	SFR
1	5	8,469	63.74'	SF	SFR
1	6	7,861	60.06'	SF	SFR
1	7	13,261	61.25'	SF	SFR
1	8	16,862	62.01'	SF	SFR
1	9	7,061	60.03'	SF	SFR
1	10	8,100	60.00'	SF	SFR
1	11	8,100	60.00'	SF	SFR
1	12	8,100	60.00'	SF	SFR
1	13	8,100	60.00'	SF	SFR
1	14	8,100	60.00'	SF	SFR
1	15	8,100	60.00'	SF	SFR
1	16	8,100	60.00'	SF	SFR
1	17	8,100	60.00'	SF	SFR
1	18	8,100	60.00'	SF	SFR
1	19	8,100	60.00'	SF	SFR
1	20	8,100	60.00'	SF	SFR
1	21	8,100	60.00'	SF	SFR
1	22	10,889	66.60'	SF	SFR
1	23	16,753	65.00'	SF	SFR
1	24	7,261	60.00'	SF	SFR
1	25	9,256	70.00'	SF	SFR
1	26	10,551	70.09'	SF	SFR
1	27	9,905	71.28'	SF	SFR
1	28	7,792	60.00'	SF	SFR
1	29	7,261	60.00'	SF	SFR
1	30	8,760	65.00'	SF	SFR
1	31	8,768	71.00'	SF	SFR
1	32	7,523	60.00'	SF	SFR
1	33	8,194	65.00'	SF	SFR
2	1	7,930	60.00'	SF	SFR
2	2	7,946	60.00'	SF	SFR
2	3	7,928	60.00'	SF	SFR
2	4	9,114	71.00'	SF	SFR
2	5	8,999	71.00'	SF	SFR
2	6	7,776	60.00'	SF	SFR
2	7	7,907	60.00'	SF	SFR

1) LOT WIDTH MEASURED AT THE FRONT BUILDING LINE.

2) LOT WIDTHS ON A CONVEX CURVE OF A STREET ARE MEASURED WITH A LINE TANGENT TO EITHER THE MIDPOINT OR THE MOST CONVEX POINT OF THE BUILDING LINE.

FINAL PLAT OF PRESERVATION CREEK PHASE 1, SECTION 1

BEING A PLANNED UNIT DEVELOPMENT OF 29.86 ACRES
SITUATED IN THE C.M. HAYS SURVEY, ABSTRACT 534,
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

40 LOTS 2 BLOCKS 6 RESERVES

OWNER

WB PC PHASE I LLC,
A TEXAS LIMITED LIABILITY COMPANY
5210 SPRUCE STREET
BELLAIRE, TX 77401

MARCH 24, 2025



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Acknowledge receipt of the Quarterly Investment Report as of March 31, 2025.

Type of Item: Action Item

Summary: The City Charter, along with Texas Government Code 2256.023, requires that the investment officer present to the governing body not less than a quarterly written report on the investment transactions of the City. Chapter 2256 is also referred to as the Public Funds Investment Act and guides investment officers on how to create and modify policies relating to investments, implement internal controls, incorporate ethics, find suitable investment options, complete training and create or present reports including pertinent financial investment data. Attached is the quarterly investment report for the period ending March 31, 2025.

The City's investment portfolio as of March 31, 2025, totaled \$135,508,656.68. In summary:

- \$97,025,969.10 in the investment pool options
- \$38,482,687.58 in the bank depository accounts
- \$1,123,831.62 in interest earned during the quarter
- The City's average yield for the quarter was 3.7697% while the City's benchmark rate (i.e. 90-day T-Bill) would be between 4.2084% - 4.3093%

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:** _____

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/28/25

Supporting documents attached:

1. Inv Report Ending 03/31/25
-

Recommendation: Move to acknowledge receipt of the Quarterly Investment Report ending March 31, 2025.

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

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

Quarterly Investment Report – City of Alvin Ended March 31, 2025

The City of Alvin has 23 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). The cash investments for the City as of March 31, 2025, totaled \$135,508,656.68. This represents a decrease of \$1,338,451.26 compared to the previous quarter's total. The decrease can be attributed to project expenses and payments for revenue bond principal and interest in February outpacing the property tax revenues which dwindle towards the end of January when citizens pay to avoid late charges fees during February and through the end of the fiscal year. Most of the City funds (72 percent) are allocated to investment pools which offer better interest yields when compared to other alternatives.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used as the target range based on the actual coupon value and discounted coupon value. For the quarter, many of the investment accounts earned more than the higher end of the benchmark range (4.2084% - 4.3093%). Many of the depository accounts do not approach the benchmark. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officers must balance the amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts to earn more interest. The benchmark interest rates fell from the previous quarter to the current. After the Federal Reserve Board lowered interest rates, the T-Bill rates lowered faster than the investment pools' rates the City uses. This trend was similar during the previous quarter and investment pool interest rates will probably move downward as the T-Bill rates do and fall closer within the benchmark range.

The Weighted Average Maturity (WAM) for the entire portfolio was one (1) day at the end of the quarter. This value signifies higher liquidity as the City has moved away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment. As interest rates decline, the rates offered for CDs and securities decline as well. Proper timing can result in a CD locked in for higher yield, but those offering these types of investments adjust for a declining interest market as well, usually with equal or better timing.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

ACCOUNT NAME	INSTITUTION	FY 25 - Q1	FY 25 - Q2	FY 25 - Q3	FY 25 - Q4	Prev Qtr	Investment
		As of 12-31-24	As of 3-31-25	As of 6-30-25	As of 9-30-25	Change	Avg Rate
Consolidated	Wells Fargo	\$16,226,469.50	\$15,083,664.95			(\$1,142,804.55)	0.5831%
Utility Billing	Wells Fargo	\$19,713,418.96	\$21,018,901.80			\$1,305,482.84	0.5891%
TIRZ	Wells Fargo	\$1,663,679.62	\$1,666,263.32			\$2,583.70	0.5954%
EMS Medicare	Wells Fargo	\$516,975.75	\$713,857.51			\$196,881.76	0.5687%
Consolidated	TexSTAR	\$9,275,731.88	\$9,375,878.84			\$100,146.96	4.3749%
2015 CO Bonds	TexSTAR	\$457,554.95	\$707,669.75			\$250,114.80	4.3751%
2018 Revenue Bonds	TexSTAR	\$91,458.09	\$628.30			(\$90,829.79)	4.2759%
2019 CO Bonds	TexSTAR	\$983,767.89	\$980,981.41			(\$2,786.48)	4.3749%
2019 Revenue Bonds	TexSTAR	\$30,871.83	\$6,878.56			(\$23,993.27)	4.3731%
COVID	TexSTAR	\$20,730.05	\$20,953.86			\$223.81	4.3748%
2021 Water/Sewer Revenue	TexSTAR	\$4,988,531.51	\$4,913,359.97			(\$75,171.54)	4.3749%
Operating	LOGIC	\$1,190,380.33	\$1,203,638.78			\$13,258.45	4.5127%
2022 WS Rev Bonds	LOGIC	\$16,471,247.78	\$16,654,704.23			\$183,456.45	4.5127%
Series 2023 WSSR Rev Bonds	LOGIC	\$26,087,348.35	\$26,377,908.75			\$290,560.40	4.5127%
General Fund	TEXPOOL	\$1,272,900.52	\$1,286,636.53			\$13,736.01	4.3720%
TIRZ - Kendall Lakes	TEXPOOL	\$1,520,975.89	\$1,537,388.99			\$16,413.10	4.3720%
General Account	TEXAS CLASS	\$18,276,770.02	\$18,480,306.35			\$203,536.33	4.5033%
2020 CO - Fund 319	TEXAS CLASS	\$4,318,709.85	\$3,973,366.36			(\$345,343.49)	4.5052%
2020 W&S - Fund 238	TEXAS CLASS	\$4,609,067.99	\$4,818,580.59			\$209,512.60	4.5042%
CRF 2020	TEXAS CLASS	\$3,722.70	\$3,764.11			\$41.41	4.4982%
ARP 2021	TEXAS CLASS	\$751,983.58	\$760,357.92			\$8,374.34	4.5033%
2022 W/S Revenue Bonds	TEXAS CLASS	\$5,633,762.15	\$5,696,501.61			\$62,739.46	4.5033%
2023 CO	TEXAS CLASS	\$741,048.75	\$226,464.19			(\$514,584.56)	4.5428%
CD (Mature 12/16/24)	FREDDIE MAC	\$2,000,000.00	\$0.00			(\$2,000,000.00)	0.0000%

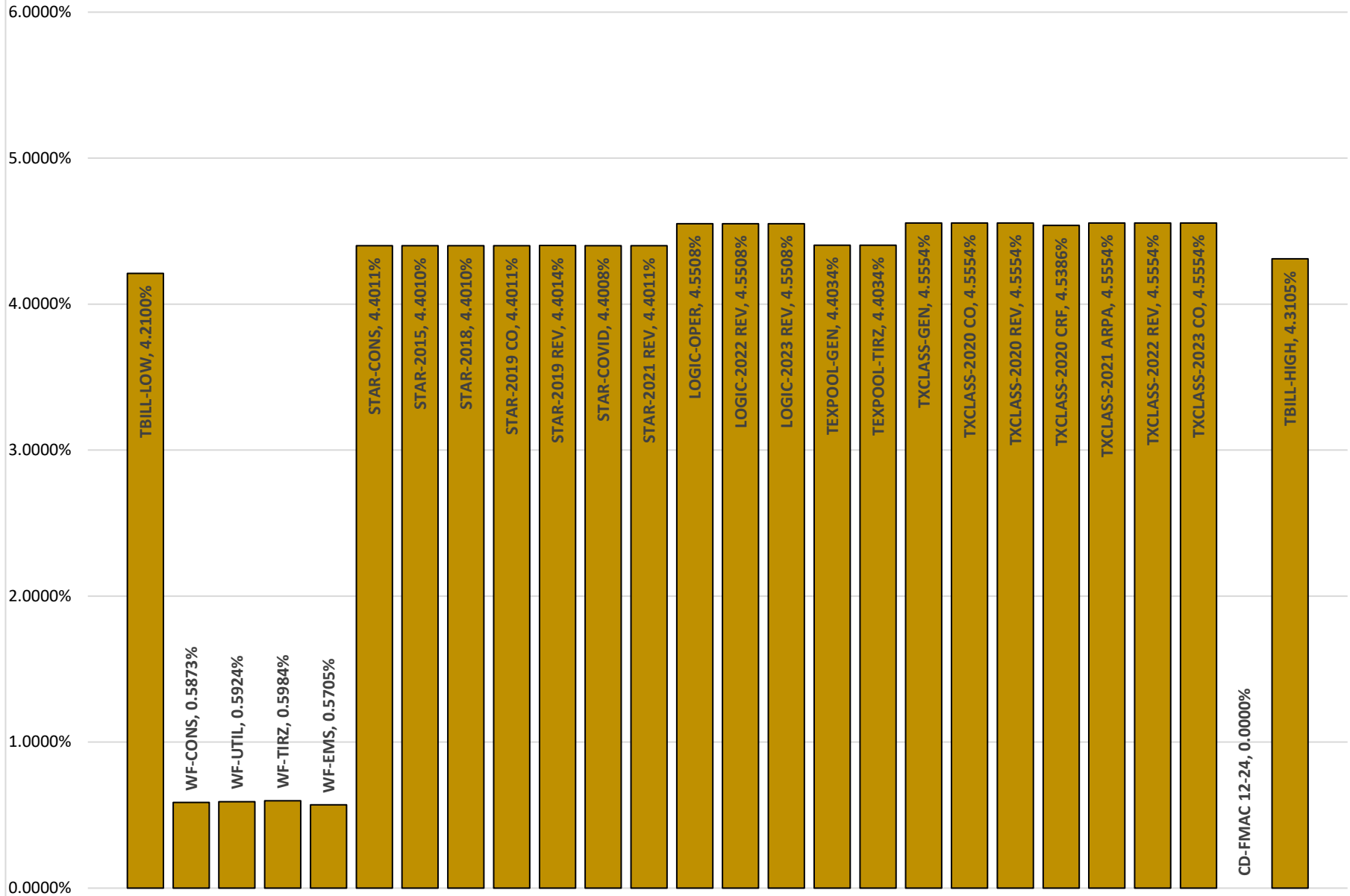
Total Cash Investments **\$136,847,107.94** **\$135,508,656.68** **(\$1,338,451.26)**

91 Day T-Bill Rate (low) **4.2084%**

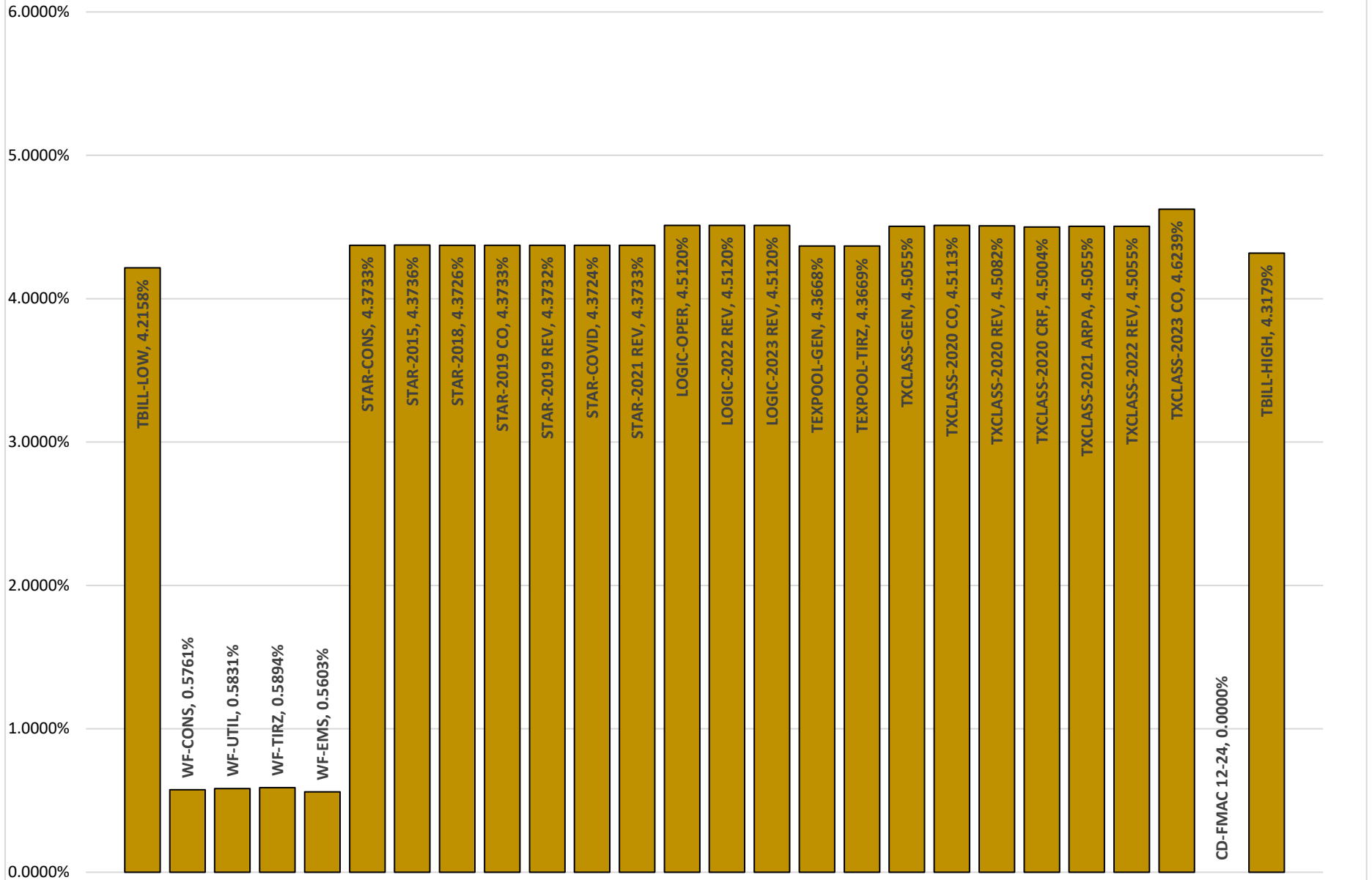
91 Day T-Bill Rate (High) **4.3093%**

The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

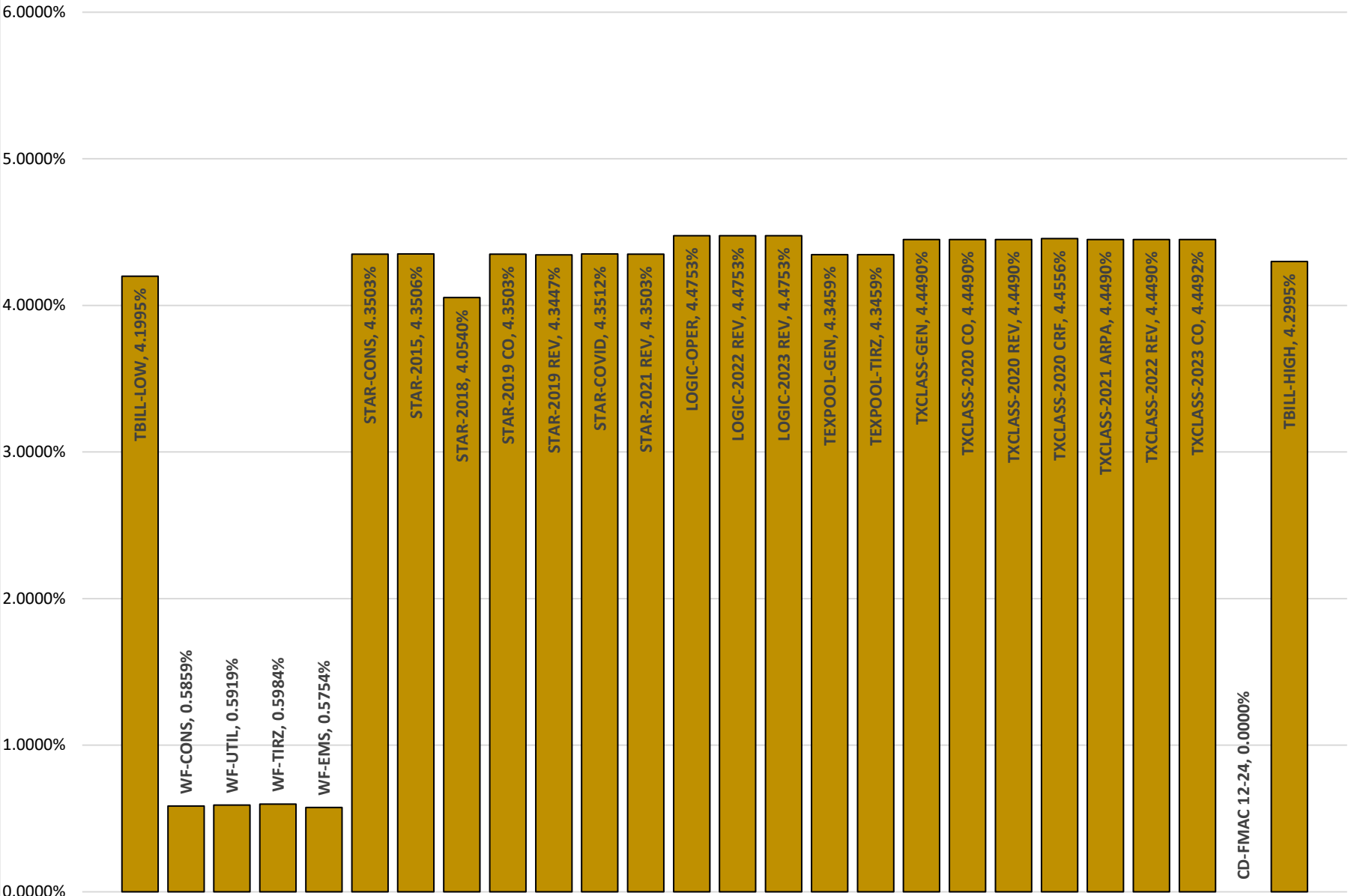
Interest Rate Comparison - January



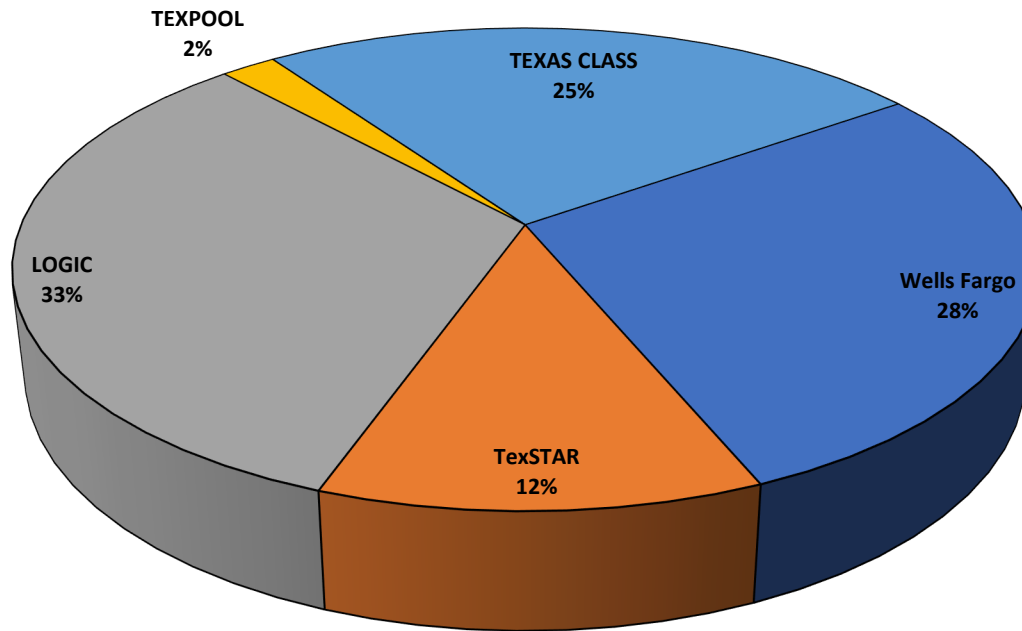
Interest Rate Comparison - February



Interest Rate Comparison - March



Funds Distribution



Christopher Thomas

Christopher Thomas, Investment Officer



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Acknowledge receipt of the Fiscal Year 2025 Capital Improvement Program Quarterly Report.

Type of Item: Presentation

Summary: Staff continues to carry out actions on budgeted projects as defined in the 2025 Capital Improvement Program (CIP). This report is an update as to the progress of each project year to date.

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:** 4/23/2025 SLH

Finance Review Required: N/A ☒ Required ☐ **Date Completed:** ☐

Supporting documents attached:

1. CIP Quarterly Report
-

Recommendation: Move to acknowledge receipt of the Fiscal Year 2025 Capital Improvement Program Quarterly Report.

Reviewed by Department Head, if applicable: ☒

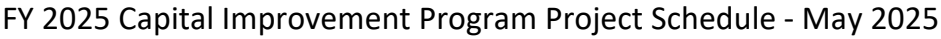
Reviewed by City Attorney, if applicable: ☒

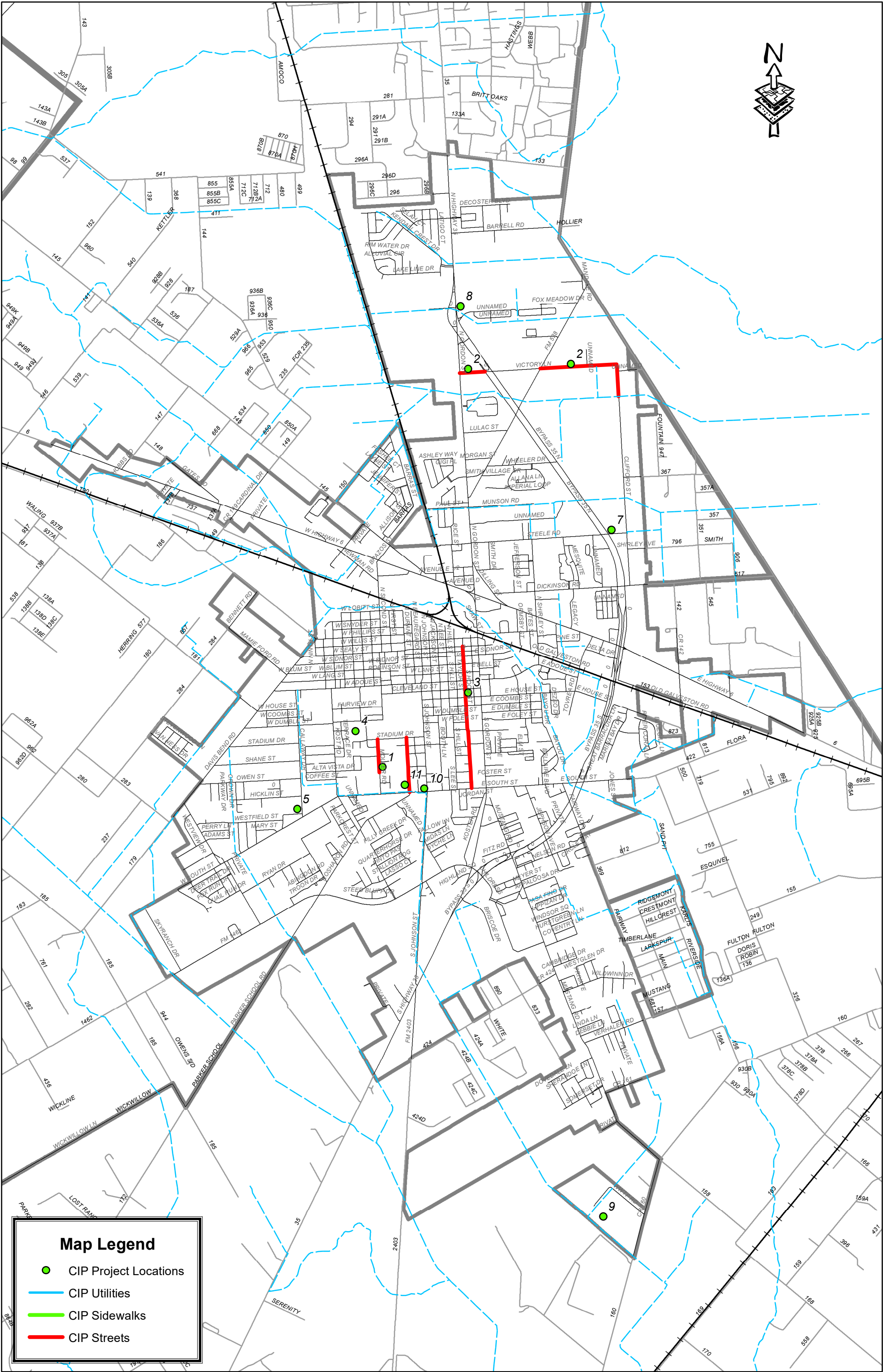
Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

Capital Improvement Program Quarterly Report May 1, 2025



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FY 2025 CIP Project Location Map

Rev. Date 3/26/2025
Engineering Dept.
X:/Projects/City Engineer/CIP Projects/Maps



Moller Road Storm Sewer and Pavement Improvements Phase 2

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	2019 and 2020 Tax and Revenue Certificates of Obligation
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 1 on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	This project was bid in April 2024 and one bid was received that was higher than expected. The Design Engineer is revising the storm system to reduce cost. This project is scheduled to be rebid in May/June 2025.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$381,980	\$381,980	2019	Bond
<u>CONSTRUCTION</u>	\$5,300,674		\$5,300,674	2020	Bond
<u>TOTAL:</u>	\$5,550,674	\$381,980	\$5,682,654		



Victory Lane Pavement and Drainage Project

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Victory Lane from Gordon Street to Bypass 35, Victory Lane from FM 528 to Clifford Street and Clifford Street from Victory Lane to the bridge over the D-4 Ditch. Identified as number 2 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations were determined based on recommendations from the 2020 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	On April 3, 2025 City Council awarded a bid to Ballew Construction, LLC. in an amount of \$1,696,029 for the construction of this project. Construction is scheduled to start in May 2025 and has a construction time of 120 calendar days.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$176,900	\$176,900	2023	
<u>CONSTRUCTION</u>	\$1,500,000	\$1,696,029	\$1,696,029	2023/2024/2025	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,500,000	\$1,872,929	\$1,872,929		



Hood Street Pavement and Drainage Project

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Hood Street from Sealy Street to South Street. Project location identified as a number 3 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks. This project will also require the relocation of aged water and sanitary sewer mainlines that are currently located under the pavement.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Adico Consulting Engineers, LLC. is currently finishing the design of the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$664,000	\$664,000	\$664,000	2024	
<u>CONSTRUCTION</u>	\$7,336,000		\$7,336,000	2024	
<u>TOTAL:</u>	\$8,000,000	\$664,000	\$8,000,000		



Water Line Improvements Phase 4

Project Number:	4
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2022
Funding:	Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 4 on the CIP project location map.
Project Description:	New 12-inch, 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	This project is currently being constructed with an estimated completion of early July 2025.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$527,500	\$520,500	\$527,500	2018	Bond
<u>CONSTRUCTION</u>	\$2,795,316	\$2,627,801	\$2,788,316	2019/2020/2022/2024	Bond
<u>TOTAL:</u>	\$3,322,816	\$3,148,301	\$3,315,816		



Water Line Improvements Phase 5

Project Number:	5
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2022
Funding:	Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 5 on the CIP project location map.
Project Description:	New 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Stevenwood Lane, Kost Road, Rosharon Road, and the Alvin City Limits.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	This project is currently being designed by LJA Engineering, Inc.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$718,000	\$718,000	\$718,000	2018-2022	Bond
<u>CONSTRUCTION</u>	\$3,858,870		\$3,858,870		Bond
<u>TOTAL:</u>	\$4,576,870	\$718,000	\$4,576,870		



2024 Water Master Plan Update

Project Number:	6
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer
Project Location:	All areas of the City and ETJ that the Water System serves.
Project Description:	This project will provide an update to the water portion of the City's Utility Master Plan that was done in 2015.
Project Justification:	This project is needed in order to evaluate the City's Water System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Freese and Nichols submitted a draft report on April 11, 2025 that is currently being reviewed by Staff.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	5-10 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$145,000	\$145,000	\$145,000	2024	
<u>CONSTRUCTION</u>					
<u>TOTAL:</u>	\$145,000	\$145,000	\$145,000		



Lift Station 23 Expansion Project

Project Number:	7
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds/ 2022 /2024 Water and Sewer Revenue Bonds
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number 7 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 1,15,16, and 43. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 23,000 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch. Steele Road will also be replaced.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On April 3, 2025 City Council awarded a bid to Reddico construction Company, Inc. in an amount of \$34,907,604 for the construction of this project. This project is scheduled to start in May 2025 with a construction time of 510 calendar days.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,531,700	\$1,531,700	2015	Bond
<u>CONSTRUCTION</u>	\$22,109,000	\$34,907,604	\$34,907,604	2022-2027	Bond
<u>OTHER- Easement Acquisition</u>	\$151,200	\$408,829	\$408,829	2022	Bond
<u>TOTAL:</u>	\$23,650,000	\$36,848,133	\$36,848,133		



Lift Station 33 Expansion Project

Project Number:	8
Project Type:	Sewer
Strategic Plan:	2022 Wastewater Master Plan
Funding:	2020/2022/2024 Water and Sewer Revenue Bonds
Assigned:	City Engineer
Project Location:	Lift Station 33 Expansion. Project location identified as number 8 on the CIP project location map.
Project Description:	This project includes the expansion of Lift Station 33 to a firm pumping capacity of 2.65 Million Gallons per Day (MGD). The project will utilize and rehabilitate the existing wet well, as well as, replace the mechanical equipment, electrical components, and emergency generator.
Project Justification:	Identified in the 2022 Wastewater Master Plan by Freese and Nichols, Inc. that was presented to City Council on January 17, 2023 and March 7, 2023.
Current Status:	Design of this project is nearing completion. This project will be bid once the final parcel is acquired that is required for the expansion is complete.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$327,100	\$327,100	\$327,100	2020	Bond
<u>CONSTRUCTION</u>	\$1,787,290		\$1,787,290	2022/2024	Bonds
<u>TOTAL:</u>	\$2,114,390	\$327,100	\$2,114,390		



Wastewater Treatment Plant Expansion

Project Number:	9
Project Type:	Sewer
Strategic Plan:	2022 Wastewater Master Plan
Funding:	Water and Sewer Revenue Bond and Impact Fees
Assigned:	City Engineer
Project Location:	WWTP Expansion. Project location identified as number 9 on the CIP project location map.
Project Description:	This project includes the construction of a 2.5 MGD expansion to the City's WWTP to increase the permitted annual average daily flow from 5.0 MGD to 7.5 MGD.
Project Justification:	Identified in the 2022 Wastewater Master Plan by Freese and Nichols, Inc. that was presented to City Council on January 17, 2023 and March 7, 2023.
Current Status:	On February 6, 2025 City Council approved the amended construction contract with CSA Construction, Inc. in the amount of \$71,464,411. The Notice to Proceed was issued on March 18, 2025 for this 1,095 calendar days project.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-35 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$11,700,000	\$12,244,000	\$7,000,000	2022	Bond
<u>CONSTRUCTION</u>	\$73,853,871	\$73,853,871	\$79,097,871	2024-2028	Bonds/Impact Fees
<u>TOTAL:</u>	\$85,553,871	\$86,097,871	\$86,097,871		



M-1 Crossing Replacement Project

Project Number:	10
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	GLO CDBG-Mitigation Program Grant
Assigned:	City Engineer
Project Location:	Project location identified as a number 10 on the CIP Project Location Map.
Project Description:	The M-1 Ditch Crossing at West South Street is in need of replacement as the structural integrity is questionable. The existing crossing is more than 40 years old, and the traffic load is directly on top of the crossing's box culverts.
Project Justification:	This project will not only provide a benefit to the community within the Project Benefit Area but will provide a benefit and safety to those from surrounding areas that travel over the crossing frequently. The existing crossing is to be removed and replaced within the existing limits.
Current Status:	On January 28, 2025 the City received a letter from GLO stating that this project was eligible for GLO CDBG-Mitigation Program funding. Staff is waiting for the GLO to schedule a kickoff meeting for the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	35-40 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,016		\$200,016	2025	Grant
<u>CONSTRUCTION</u>	\$1,173,937		\$1,173,937	2025	Grant
<u>TOTAL:</u>	\$1,373,953	\$0	\$1,373,953		



Durant Street Storm Sewer and Pavement Improvements

Project Number:	11
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	GLO CDBG-Mitigation Program Grant
Assigned:	City Engineer
Project Location:	Project location identified as a number 11 on the CIP Project Location Map.
Project Description:	The Durant Street Storm Sewer and Pavement Improvements Project, will lower the water surface elevation and improve localized street and flooding along the M-1 Ditch, greatly reducing the number of homes that suffer repetitive losses from frequent storm events. The project will improve traffic and pedestrian conditions along Durant Street.
Project Justification:	In 2011, the M-1 Ditch Watershed Study was completed for the City of Alvin. The study provided a detailed hydrologic and hydraulic (H&H) analysis of the existing M-1 Ditch Watershed that identified areas of problematic flooding. The existing conditions model confirmed some of the problem areas described by the City and residents, in addition to exposing a few other locations.
Current Status:	On January 28, 2025 the City received a letter from GLO stating that this project was eligible for GLO CDBG-Mitigation Program funding. Staff is waiting for the GLO to schedule a kickoff meeting for the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	35-40 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$818,228		\$818,228	2025	Grant
<u>CONSTRUCTION</u>	\$3,808,319		\$3,808,319	2025	Grant
<u>TOTAL:</u>	\$4,626,547	\$0	\$4,626,547		



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Administration - Asst. City Manager

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Discuss and consider Resolution 25-R-10, adopting the Alvin Public Art Program (APAP) to enhance community beautification and to support the integration of public art into the community; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary:

The Alvin Public Art Program (APAP), attached as Exhibit A in Resolution 25-R-10, establishes a formal framework for promoting, supporting, and implementing public art projects throughout the City of Alvin. The program is intended to enhance community beautification, foster public engagement, and support creative placemaking by integrating public art into City spaces.

Alvin's commitment to public art is already visible through several installations across the city, including a series of murals featured in the "Art Walk" program promoted by the Alvin Convention and Visitors Bureau (CVB). Additionally, decorative art tiles at the Alvin Public Library, and sculptured trees at various city parks/ facilities further reflect the City's ongoing efforts to incorporate artistic elements into public spaces and celebrate local creativity.

The APAP outlines project goals, types of public art, community collaboration opportunities, and strategies for implementation and funding. It also sets forth the creation of a Public Art Committee, which will be appointed and overseen by City staff, to help guide project selection and policy development. Membership will be open to residents, artists, business owners, and other stakeholders who express an interest in contributing to the City's public art efforts.

All public art projects implemented under the APAP will be coordinated and overseen by the Alvin Convention and Visitors Bureau (CVB) department, which will also serve as the primary point of contact for program management and project coordination.

There is no direct fiscal impact associated with adoption of the APAP. Any future projects, funding sources, or expenditures will be brought forward through the annual budget process. The program is designed to be flexible and scalable, allowing staff to pursue partnerships, grants, and community-driven projects, including potential collaborations with Alvin ISD and local nonprofits and businesses.

This Resolution serves as a foundational step in the City's broader public art efforts and is a precursor to the Alvin Art Traffic Box Installation Program, which will be presented as a separate item on this agenda. Adoption of the APAP will guide the implementation of that initiative and future public art projects Citywide.

Staff recommends approval of Resolution 25-R-10.

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:	<u>4/23/2025 SLH</u>
Finance Review Required:	N/A ☒ Required ☐	Date Completed:	_____

Supporting documents attached:

1. Resolution 25-R-10; Alvin Public Art Program
 2. Exhibit A; Alvin Public Art Program
-

Recommendation: Move to approve Resolution 25-R-10, adopting the Alvin Public Art Program (APAP) to enhance community beautification and to support the integration of public art into the community; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

RESOLUTION 25-R-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE ALVIN PUBLIC ART PROGRAM (APAP) TO ENHANCE COMMUNITY BEAUTIFICATION AND ENGAGEMENT, AND TO SUPPORT THE INTEGRATION OF PUBLIC ART INTO THE COMMUNITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin recognizes the importance of public art in enhancing community identity, civic pride, and the overall quality of life within the City; and

WHEREAS, the Alvin Public Art Program (APAP) provides a vision and framework for enhancing community beautification and engagement, while supporting the integration of temporary and permanent public art into public spaces; and

WHEREAS, the APAP supports creative placemaking by encouraging partnerships, engaging residents, and offering opportunities for local and regional artists to contribute to Alvin's visual and artistic landscape; and

WHEREAS, the City Council finds that adoption of the Alvin Public Art Program will further the City's goals of creating a vibrant, attractive, and inclusive community;

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

Section 1. Findings. That the findings set forth above are hereby found to be true and correct and are adopted as part of this Resolution. The Alvin Public Art Program (APAP), attached hereto as *Exhibit A*, is hereby incorporated by reference for all purposes.

Section 2. Adoption of Program. That the City Council of the City of Alvin hereby adopts the Alvin Public Art Program (APAP), attached hereto as *Exhibit A*, and authorizes its use as a guiding document for the development, coordination, and implementation of public art projects and initiatives throughout the community.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage,

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT A

Alvin Public Art Program (APAP)



Introduction

The City of Alvin recognizes the importance of public art in enhancing community identity, fostering civic pride, and enriching public spaces. The Alvin Public Art Program (APAP) aims to integrate art into the fabric of the City by commissioning, promoting, and maintaining public art projects that reflect Alvin's history, culture, and spirit.

Mission Statement

The Alvin Public Art Program seeks to beautify and enrich the community by integrating temporary and permanent public art into public spaces, supporting local and regional artists, and engaging residents in community art initiatives.

Goals and Objectives

1. **Enhance Public Spaces** – Integrate art into parks, streetscapes, and public and private facilities to create inviting and inspiring environments.
2. **Support Local and Regional Artists** – Provide opportunities for artists to contribute to Alvin's visual landscape through commissioned projects and exhibitions.
3. **Promote Community Engagement** – Encourage public participation in the selection, creation, and appreciation of public art.
4. **Preserve and Celebrate Alvin's Heritage** – Showcase the City's history and diversity through artistic representation.
5. **Collaborate with Partners** – Work with local organizations, businesses, and government entities to expand the reach and impact of public art.
6. **Maintain and Sustain Public Art** – Preserve and care for existing and future public artworks.

Types of Public Art Projects

The Alvin Public Art Program encourages a wide range of public art expressions. Examples include, but are not limited to:

1. **Permanent Public Art** – Sculptures, murals, and installations that become lasting features in the community.
2. **Temporary Art Installations** – Rotating exhibitions, seasonal displays, and interactive art that engage the public.
3. **Community-Based Art Projects** – Collaborative projects involving schools, nonprofits, and residents to create artwork that reflects local identity.

4. **Functional Art** – Artist-designed elements such as benches, bike racks, crosswalks, and public infrastructure enhancements.
5. **Digital and Projection Art** – Light installations, digital murals, and projection-based art that bring innovation to public spaces.

Funding and Partnerships

Funding for the Alvin Public Art Program may come from a variety of sources, including but not limited to:

- City funds allocated through strategic initiatives
- Keep Alvin Beautiful partnership
- Grants from state and national arts organizations
- Private sponsorships and donations
- Business partnerships and in-kind contributions
- Collaboration with TxDOT and other governmental agencies for site-specific projects

This program does not obligate the City to specific expenditures. Future public art projects will be evaluated on a case-by-case basis, with funding requests considered and approved during the annual budget process.

Implementation and Oversight

The City of Alvin will oversee the Public Art Program through the following steps:

1. **Public Art Committee** – Establish a Public Art Committee to guide project selection and policy development. The committee will be appointed and overseen by City staff and will consist of individuals who express an interest in supporting public art initiatives, including residents, artists, local business owners, and representatives from community organizations.
2. **Request for Proposals (RFP) Process** – Issue RFPs for public art projects, ensuring an inclusive selection process that prioritizes quality and community impact. Evaluation criteria may include artistic quality, relevance to community character, durability, and alignment with program goals.
3. **Artist and Vendor Coordination** – Provide administrative and technical support to selected artists, managing contracts, permits, and payments.
4. **Community Engagement and Education** – Organize workshops, artist talks, and events to foster public appreciation and involvement in the arts. The City will also encourage public input on proposed art installations through outreach efforts such as surveys, public meetings, or online comment opportunities.
5. **Departmental Oversight** – The Alvin Convention and Visitors Bureau (CVB) department will coordinate and oversee the implementation of public art projects under the APAP and serve as the primary point of contact for program administration and project coordination.

Evaluation and Future Development

The success of the Alvin Public Art Program will be measured by:

- Community participation and feedback
- The number and diversity of installed artworks
- The impact had on local businesses and tourism
- Long-term sustainability and expansion of the program

Public art initiatives under the APAP will be implemented gradually, based on project readiness, available funding, and community engagement. The program is designed to be flexible and scalable to align with the City's evolving priorities and resources.

The City of Alvin remains committed to fostering a vibrant and creative community by integrating art into public life. Through strategic planning and community collaboration, the Alvin Public Art Program will serve as a cornerstone for artistic and creative development in the City.



AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Administration - Asst. City Manager

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Discuss and consider Resolution 25-R-11, adopting the Traffic Control Box Wrapping/Painting Program as an official component of the Alvin Public Art Program (APAP); and setting forth other related matters thereto.

Type of Item: Resolution

Summary: This Resolution formally adopts the Traffic Control Box Wrapping/Painting Program as an official component of the Alvin Public Art Program (APAP). This initiative seeks to transform select traffic control boxes throughout the City into vibrant works of public art through high-quality vinyl wraps and paintings featuring original artwork by local and regional artists. This program is identified as an action step in the City's Strategic Plan.

The program supports the City's beautification efforts, enhances civic pride, and fosters creative placemaking by engaging the community in meaningful artistic expression. As outlined in the program document (Exhibit A), the initiative includes criteria for artist eligibility, a selection and approval process, technical requirements, maintenance responsibilities, and funding options through partnerships with Keep Alvin Beautiful, community sponsorships, and the City.

An official Request for Proposals (RFP) will be issued, inviting artists to submit original designs for the beautification of TxDOT owned traffic control boxes throughout the City of Alvin. All submissions must adhere to the criteria set forth by the Alvin Public Art Committee (APAC) to ensure alignment with the City's vision and public art standards. The APAC will review and recommend proposals, with final approval granted by the City Manager or their designee to facilitate timely implementation.

In recognition of the City's commitment to youth engagement and educational partnerships, the program also allows for an alternative participation process for Alvin High School and similar educational institutions. This approach provides a meaningful opportunity for student-led artwork while maintaining artistic standards and City oversight.

Designs intended for traffic boxes owned by the Texas Department of Transportation (TxDOT) will require separate approval from TxDOT prior to installation. In addition to vinyl wraps, city-owned boxes may also be hand painted, allowing for greater flexibility in artistic methods. Hand-painted designs will follow the same review and approval process as vinyl wraps and must meet the technical standards for outdoor durability.

There are approximately twenty-four (24) traffic control boxes owned by TxDOT and six (6) boxes owned by the City of Alvin identified as potential candidates for artwork installation. Designs intended for TxDOT-owned boxes will require separate approval from TxDOT prior to installation.

The estimated cost to wrap a standard traffic control box is approximately \$2,500-\$3,000 per box, which includes professional design layout, high-quality UV-resistant vinyl printing, and installation. This cost may vary depending on box size and location. Funding for this program will be provided through a collaborative effort involving Keep Alvin Beautiful, the City of Alvin, and community sponsorships. No ongoing obligation of City funds is created by adoption of the program; individual projects will be evaluated and presented as needed for future consideration. The CVB budget includes funding for public art initiatives, which may be combined with contributions from Keep Alvin Beautiful (KAB) and other sponsorships to maximize project impact.

Keep Alvin Beautiful has reviewed the contents of this document/program.

Staff recommends approval of Resolution 25-R-11.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☒
Finance Review Required: N/A ☒ Required ☐	Date Completed: <u>4/23/2025 SLH</u>
	Date Completed: ☐

Supporting documents attached:

1. Resolution 25-R-11; Traffic Box Wrapping/Painting
 2. Exhibit A; Alvin Traffic Box Wrap Program
 3. TxDOT Traffic Controller Box Locations
 4. City Traffic Controller Box Locations
 5. Traffic Control Box Wrap
-

Recommendation: Move to approve Resolution 25-R-11, adopting the Traffic Control Box Wrapping/Painting Program as an official component of the Alvin Public Art Program (APAP); and setting forth other related matters thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

RESOLUTION 25-R-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE TRAFFIC CONTROL BOX WRAPPING/PAINTING PROGRAM AS AN OFFICIAL COMPONENT OF THE ALVIN PUBLIC ART PROGRAM (APAP); AND SETTING FORTH OTHER RELATED MATTERS THERETO.

WHEREAS, the City of Alvin recognizes the value of public art in enhancing community aesthetics, supporting local artists, promoting civic pride, and contributing to the overall quality of life; and

WHEREAS, the Alvin Public Art Program (APAP) was established to guide and support public art initiatives that reflect the culture, heritage, and vibrancy of the Alvin community; and

WHEREAS, the Traffic Control Box Wrapping/Painting Program has been developed as a public art initiative that transforms ordinary traffic control boxes into canvases for creative expression and community beautification, while maintaining safety and functional standards; and

WHEREAS, the Traffic Control Box Wrapping/Painting Program, attached hereto as *Exhibit A*, outlines the purpose, procedures, eligibility criteria, and implementation strategies for this initiative in alignment with the goals of the APAP;

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

Section 1. Findings. That the findings set forth above are hereby found to be true and correct and are adopted as part of this Resolution. The City Council hereby adopts the Traffic Control Box Wrapping/Painting Program, attached hereto as *Exhibit A*, as an official component of the Alvin Public Art Program (APAP).

Section 2. Adoption of Program. That the City Manager, or their designee, is authorized to administer the program in coordination with the Alvin Public Art Committee (APAC), Keep Alvin Beautiful, and the Convention and Visitors Bureau (CVB), in accordance with the guidelines set forth in *Exhibit A*.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage,

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 1st day of May 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT A

Traffic Control Box Wrapping/Painting Program



Purpose

The City of Alvin Traffic Control Box Wrapping/Painting Program is part of the Alvin Public Art Program (APAP) and aims to beautify the community by incorporating public art on traffic control boxes. The program seeks to enhance the aesthetic value of public spaces, celebrate local creativity, and foster community pride while maintaining the safety and functionality of traffic control equipment.

Program Benefits

- Enhances the visual appeal of the community
- Supports and showcases local artists
- Encourages civic pride and engagement
- Promotes creative placemaking

Program Overview

The City of Alvin will install high-quality vinyl wraps featuring artwork on selected traffic control boxes as part of a broader effort to promote public art and beautification. Themes for the artwork will be outlined in a Request for Proposal (RFP) issued by the City, and all submissions must align with the specified theme. Submitted designs will be reviewed and selected by the Alvin Public Art Committee (APAC), in coordination with Keep Alvin Beautiful and designated City staff, in accordance with the Alvin Public Art Program (APAP). The Convention and Visitors Bureau (CVB) will oversee the program and serve as the main point of contact for project coordination and implementation.

Traffic control boxes owned by the Texas Department of Transportation (TxDOT) will require TxDOT approval prior to installation, while city-owned boxes will be reviewed and recommended by the Alvin Public Art Committee (APAC), with final approval delegated to the City Manager or their designee. In addition to vinyl wraps, city owned boxes may also be hand painted, subject to the same review and approval process. This delegation supports efficient project implementation while maintaining alignment with the goals of the Alvin Public Art Program. Once installed, the artwork is intended to remain in place for five to seven years; however, artwork may be removed earlier due to wear, vandalism, or other maintenance needs.

Funding and Support

Program funding will be a collaborative effort among Keep Alvin Beautiful, the City of Alvin, and community sponsorships. Sponsorship opportunities may be offered to individuals, businesses, or organizations to help support specific boxes or themes.

Adoption and implementation of individual art projects does not obligate the City to ongoing expenditures. All public art projects will be evaluated individually, and funding requests may be included as part of the City's annual budget process or presented to City Council for approval as needed, in alignment with the APAP.

City-Owned Boxes and Hand-Painted Artwork

City-owned traffic control boxes may either be wrapped in vinyl or hand painted. Hand-painted designs are subject to the same theme requirements and shall be approved by the Alvin Public Art Committee (APAC), with final approval by the City Manager or their designee. Artists selected for hand-painted installations must coordinate with City staff to ensure the use of weather-resistant materials and techniques suitable for outdoor displays. Only city-owned boxes are eligible for hand painting; TxDOT-owned boxes must use vinyl wraps.

Artist Engagement

Eligibility: Amateur and professional artists of all ages who live or work within a seventy (70)-mile radius of Alvin are eligible to participate. This includes public and private school students, Alvin Community College (ACC) students, photographers, and graphic designers.

Selection Process: Artists will be selected through an open call for submissions issued as part of the Request for Proposal (RFP) process. The selection process will be led by Keep Alvin Beautiful and City staff, with input from the Alvin Public Art Committee (APAC) to ensure alignment with the City's broader public art goals as outlined in the Alvin Public Art Program (APAP).

Memorandum of Understanding (MOU): Selected artists will sign an MOU with the City of Alvin outlining the expectations, rights, and responsibilities related to their artwork. The MOU will also grant the City permission to use images of the selected artwork for promotional purposes, while ensuring appropriate artist attribution is maintained.

Compensation: Subject to available funding, artists may be awarded an honorarium or stipend in recognition of their selected designs.

Artwork Guidelines

All submitted artwork must align with the specified theme and reflect the values of the Alvin community. Designs must be original works created by the submitting artist and may include graphic design, photography, drawing, painting, or similar mediums. Submissions may be newly created or existing works, provided they are not currently featured in other public art programs. However, prior or ongoing gallery exhibitions are acceptable.

Designs may be either representational or abstract but must not include trademarks, brands, advertisements, religious imagery, sexual content, negative imagery, or politically partisan messages. To avoid distractions for drivers, designs should contain little to no text.

Because of the heat sensitivity of the electronic components within the utility boxes, artists are strongly discouraged from using very dark color palettes in their designs.

For vinyl wraps, artwork may be created in any medium that can be digitally scanned and converted into a high-resolution file suitable for vinyl printing. Each artist may submit up to three designs for consideration, with one design per application, for a total of up to three applications per individual.

Technical Requirements

Selected artists will be required to sign a Memorandum of Understanding (MOU) with the City of Alvin, which will include technical requirements related to finalizing the artwork. Artists must tailor their designs to the dimensions and features of the assigned traffic control box and work in coordination with City staff and the designated third-party vendor to ensure proper sizing and formatting. Final artwork must be submitted as a high-resolution digital file or in a format suitable for scanning and vinyl production.

Installation and Maintenance

Vinyl wraps will be installed by a professional vendor to ensure proper fit, high quality, and long-term durability. In cases where artwork is hand painted on city-owned boxes, artists will coordinate with City staff to ensure appropriate materials and techniques are used for outdoor durability. City staff will conduct regular inspections of the traffic control boxes to monitor for wear, damage, or vandalism. Any required maintenance or rewinding will be managed by City staff in coordination with Keep Alvin Beautiful.

Community Involvement

The program encourages community engagement through sponsorships to fund specific traffic box designs or themes, public input on themes during the Request for Proposal (RFP) process, and volunteer opportunities in collaboration with Keep Alvin Beautiful. These efforts align with the broader goals of the Alvin Public Art Program by fostering creative placemaking and encouraging active community participation in public art initiatives.

Additional Considerations

All artwork must comply with safety standards established by both the Texas Department of Transportation (TxDOT) and the City of Alvin. Designs must not obscure signage, distract drivers, or interfere with the operation of traffic control equipment. The program will be reviewed annually to evaluate its impact, effectiveness, and opportunities for enhancement. Additionally, the City may incorporate educational outreach efforts to highlight the importance of public art and actively engage local schools, students, and art organizations in the creative process.

Alternative Participation Criteria for Alvin High School and Similar Institutions

In recognition of the City's commitment to supporting youth engagement, education, and community partnerships, the formal RFP process outlined in Exhibit A may be waived for proposed projects submitted by Alvin High School or comparable educational institutions, provided all of the following criteria are met:

1. Educational Institution Eligibility

The participant(s) must be currently enrolled students or faculty of an accredited public or private school located within the Alvin Independent School District (AISD).

2. School-Sponsored Project

The artwork must be part of an official school-sponsored program, such as a class project, art club initiative, or extracurricular activity supervised by a faculty advisor.

3. Non-Commercial Purpose

The proposed artwork must be for educational or community enrichment purposes only, and not for commercial promotion or fundraising.

4. Pre-Design Approval by APAC

The school must submit a project proposal and preliminary design concept directly to the Alvin Public Art Committee (APAC) for review. APAC will evaluate the proposal to ensure alignment with the goals and standards of the Alvin Public Art Program.

5. City Staff Coordination

School representatives must coordinate with City staff regarding box selection, artwork dimensions, safety requirements, and installation timing.

6. Compliance with Artwork Guidelines

All artwork must adhere to the design standards outlined in Exhibit A, including content restrictions, technical specifications, and durability considerations.

7. City-Owned Box Limitation

Only city-owned traffic control boxes are eligible for participation through this alternative process. TxDOT-owned boxes remain subject to the formal RFP and TxDOT approval.

Summary

This program supports Alvin's public art and beautification goals by transforming traffic control boxes into vibrant canvases for local creativity. Through a structured review process and broad community engagement, the initiative promotes civic pride, public-private partnerships, and long-term visual impact with minimal operational burden.

Contact Information

For questions or to get involved with the Traffic Control Box Wrapping/Painting Program, please contact the Alvin CVB at cvb@cityofalvin.com 281-388-4212.



TxDOT Traffic Controller Box Locations in Alvin

SH35 (Bypass)

- @ 1462 – (in front of ACC – in median NB side)
- @ Mustang (median – SB side)
- @ Jephson (median - SB side)
- @ Fairway (median)
- @ South Street (near Fire/EMS station – median SB side)
- @ House (NB side– in front of subdivision)
- @ FM 517 (center median)
- @ FM 528 (median SB side)
- @ Victory (median SB side)
- @ Kendall Lakes (SB side in front of subdivision sign)
- @ North Point Trails (NB side)

SH6

- @ Bypass 35 (under overpass (NB side)
- @ Tovrea (Tovrea /Walmart side)
- @ S Gordon (in front of new entrance sign)
- @ 2nd Steet (antique store side)
- @ CR149 (WB side)

S. Gordon

- @ E. Adoue (corner)
- @ E House (corner)
- @ E Sealy (corner – on pole)
- @ E South (corner on pole in front of KFC)
- @ Willis (in front of Depot)

Misc

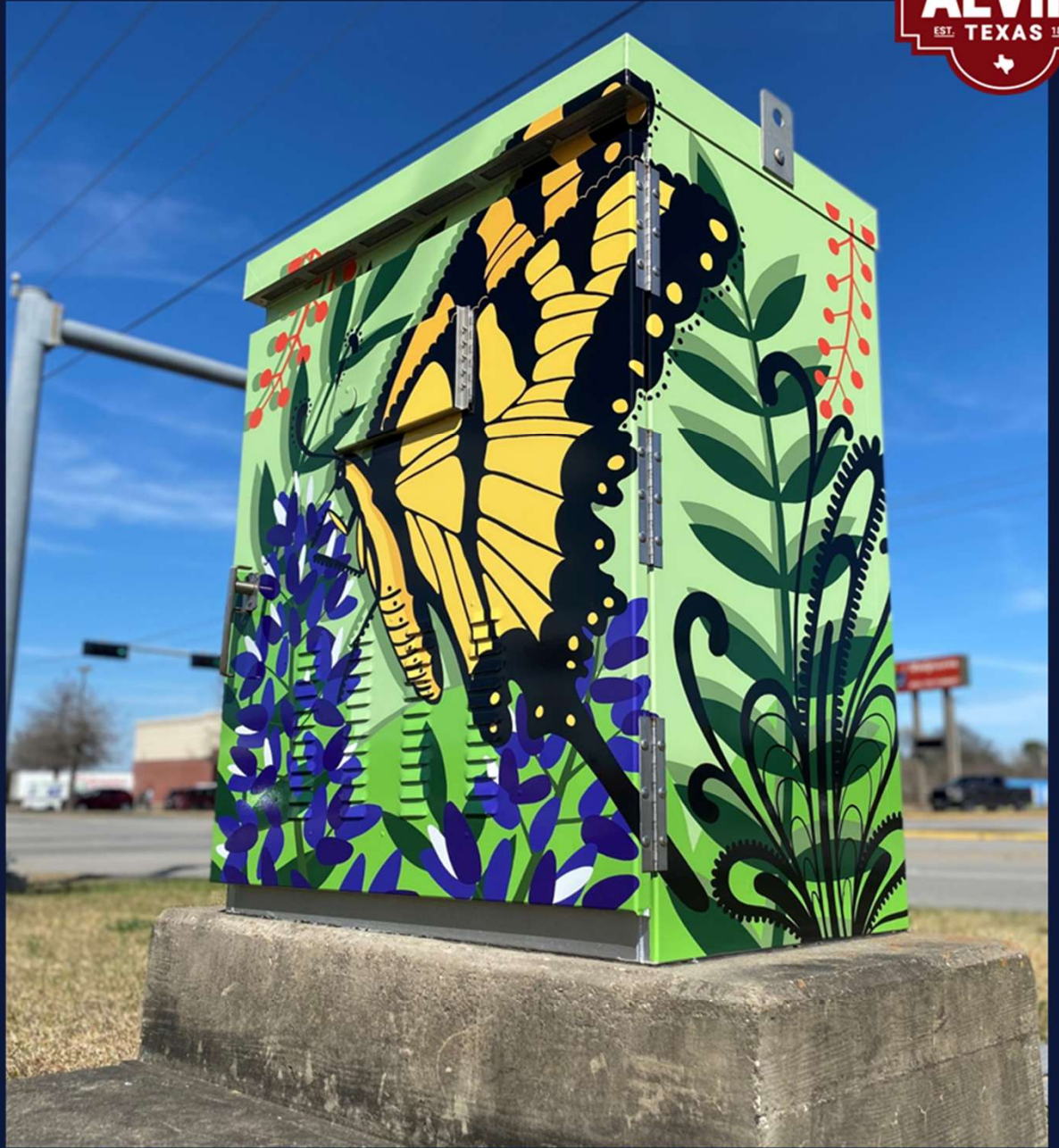
- N. Gordon @ Midtown Parkway/FM528 (NB Corner)
- E FM 1462 @ Pearson Rd. (Burger King side)
- FM 1462 near the intersection w/ CR185



City of Alvin Owned Traffic Controller Box Locations in Alvin

Sealy St.

- Sealy St. @ Johnson St.
- Sealy St. @ Second Street (current art project – AHS Lady Jackets)
- House Street @ Hood Street
- South Street @ Hood Street
- South Street @ Johnson Street
- Bennett Rd (CR 284 @ Alvin-Manvel Rd (CR190)





AGENDA COMMENTARY

Meeting Date: 5/1/2025

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider the purchase of 30 Mobile Computer Terminals (MCTs) for the Police Department for the amount of \$157,831.89, and authorize the City Manager to sign the purchase upon legal review.

Type of Item: Action Item

Summary: In March 2025, the new Motorola PremierOne CAD/RMS system (Computer-Aided Dispatch/Records Management System) went live, revealing that our current MCTs (Mobile Computer Terminal) are outdated and lack the CPU (Central Processing Unit) and RAM (Random Access Memory) capacity to effectively support the more robust system. Although the MCTs initially met minimum requirements of the upgrade process two years ago, increased demands—such as integrated Automated License Plate Reading (ALPR) functions in all in-car cameras and enhanced security updates—have since pushed them to their limits. Additionally, Microsoft will end Windows 10 security updates in October 2025, rendering the current MCTs non-compliant with CJIS (Criminal Justice Information Services) requirements. The attached Technical/Financial Justification from Chief Information Technology Officer, Nick Newell, provides further detail on the system limitations and the urgent need for replacement. This was not a budgeted item, but will be funded out of the General Capital Projects Fund, and purchased through the NCPA (National Cooperative Purchasing Alliance) under contract # NCPA 01-070.

Staff recommends approval of the purchase of 30 new MCT units for the Police Department.

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: 4/23/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 4/28/25

Supporting documents attached:

1. Quote; ACO Vehicles
 2. Quote; Patrol Vehicles
 3. Quote; Dock Installation
 4. MCT Refresh Justification
-

Recommendation: Move to approve purchase of 30 Mobile Computer Terminals (MCTs) for the Police Department for the amount of \$157,831.89 and authorize the City Manager to sign the purchase upon legal review.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

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



Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # ALV281
Quote # 1617616
Date 03-Apr-25
Page 1

City of Alvin
1500 S Gordon St,
Alvin, TX 77511

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference #
Contact Shawn Sewell
Phone # 281-585-7107

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	S410 SEMI RUGGED MSRP - \$2788.00 S410G5 - Intel Core i5-1340P Processor, 14" + (Without Webcam), Microsoft Windows 11 Pro x64 with 16GB RAM, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT + 4G LTE w/ dedicated GPS/GLONASS + Passthrough, Thunderbolt 4, 3 Year Limited Warranty	GETAC		3	2,334.50000	7,003.50
2	BUMPER TO BUMPER WARR MSRP - \$699.00 (Bumper to Bumper)+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	GETAC		3	633.50000	1,900.50
3	HAVIS DOCK MSRP - \$1285.00 S410 Havis Vehicle Dock w/ RF (black) Vehicle adapter sold separate	HAVIS		3	847.64000	2,542.92
5	VEHICLE ADAPTER MSRP - \$109.99 Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	GETAC		3	96.74000	290.22
6	NCPA 01-70 FEE NCPA 01-170 Contract			1	0.00000	0.00

Subtotal: 11,737.14
Order Total: 11,737.14

QUOTE VALID FOR 30 DAY(S)

Authorized Signature

Please note that due to Section 301 of the Trade Act of 1974, which imposes tariffs on Chinese goods, as well as the International Emergency Economic Powers Act (IEEPA), which grants the U.S. government authority to regulate imports from certain countries, shipments of COO China, Mexico, and Canada products and/or imports may be subject to an applicable tariff recovery fee, potentially from 25% - 70% of the value.



Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # ALV281
Quote # 1617535
Date 03-Apr-25
Page 1

City of Alvin
1500 S Gordon St,
Alvin, TX 77511

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference #
Contact Shawn Sewell
Phone # 281-585-7107

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	K120 FULLY RUGGED MSRP - \$3597.00 K120G3: i5-1335U, WinHello+Std Batt, Win11+16GB, 256GB PCIe SSD, SR FHD LCD+TS+Rear Cam+stylus, USB-C AC Adapter + US Power Cord, (No KBD Dock), Wifi+BT+4G+Dedicated GPS+PT , 3 Year B2B Warranty	GETAC		27	3,060.76000	82,640.52
2	HAVIS DOCK MSRP - \$1167.00 K120 (Tablet) - Havis Vehicle Docking w/ RF	HAVIS		27	756.75000	20,432.25
3	POWER ADAPTER MSRP - \$109.99 Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	GETAC		27	101.29000	2,734.83
4	EXT WARRANTY MSRP - \$599.00 Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended Warranty, 5, Years	GETAC		27	577.86000	15,602.22
5	GETAC KEYBOARD RFID MSRP - \$649.00 Getac Rugged Keyboard with Smart card and LF/HF RFID, 3 year warranty (US)	GETAC		27	597.69000	16,137.63
6	SCREEN PROTECTOR FILM MSRP - \$34.99 K120 - Screen Protection Film (Matte Finish) (MOQ: 10pcs)	GETAC		30	32.66000	979.80
9	NCPA-01-170 FEE NCPA 01-170 Contract	GETAC		1	0.00000	0.00

Subtotal: 138,527.25
Order Total: 138,527.25

QUOTE VALID FOR 30 DAY(S)

Authorized Signature

Please note that due to Section 301 of the Trade Act of 1974, which imposes tariffs on Chinese goods, as well as the International Emergency Economic Powers Act (IEEPA), which grants the U.S. government authority to regulate imports from certain countries, shipments of COO China, Mexico, and Canada products and/or imports may be subject to an applicable tariff recovery fee, potentially from 25% - 70% of the value.



EVS Upfit
1364 E Richey Rd
Houston, TX, 77073
USA
Phone: (281) 219-1920

ESTIMATE

DO NOT PAY

Customer Info:

Alvin Police Department
1500 S Gordon St.
Alvin, TX, 77511
USA

Document Info:

Quote #: 400-0001366
Taken By: Brandon Truesdale
Expiration Date: 05/03/2025

Item #	Description	Quantity / Unit
145978	NEW DOCK, KEYBOARD, AND POWER SUPPLY CSP	27.00 / EA
162719	WIRE, LOOM, FUSES, BREAKERS RELAYS, HEAT SHRINK INSTALLKIT	27.00 / EA
300014	LABOR TO INSTALL ABOVE LISTED EQUIPMENT LABOR	27.00 / HR
136736	DRIVE TIME AOP	4.00 / EA

Total: \$7,567.50

Police Department MCT Refresh

Technical and Financial Justification

Overview

The Police Department is requesting funding to replace 30 in-car Mobile Computing Terminals (MCTs) that are no longer meeting operational or security needs. These devices run Windows 10, which reaches end-of-life in October, and are built on 5th-generation processors that cannot keep up with required applications. This proposal outlines the risks of keeping the current equipment, the hardware being recommended, and the plan to maintain compliance and continuity during the transition.

Windows 10

Microsoft will end support for Windows 10 in October, meaning the operating system will no longer receive security patches or updates. This status, referred to as "End-of-Life" (EOL), disqualifies the system from CJIS compliance. According to CJIS Security Policy Section 5 SA-22, agencies are required to replace system components when support is no longer available from the developer, vendor, or manufacturer. Continued use is only allowed with documented justification and formal approval, which does not apply in this case. Because replacement and deployment will take time due to funding, procurement, configuration, and in-car installation, we plan to purchase one year of Windows 10 Extended Security Updates (ESUs) at a cost of \$4,000. This will allow us to maintain compliance during the transition, but all devices must be replaced before that coverage expires.

Hardware and Performance Limitations

The older MCTs are no longer capable of supporting the department's essential software. Officers rely on applications such as PremierOne CAD, VPN access, and other department-specific tools that require far more processing power and memory than these units can provide. The 5th generation Intel Core i5-5300U CPUs create a significant bottleneck, and when paired with just 8 GB of RAM, the result is frequent freezing, input delays, and in many cases, complete application failures. PremierOne in particular will stop responding entirely under

these constraints, forcing officers to restart the software or the device itself while on duty. Attempts to upgrade the RAM are not feasible, as internal ribbon cables are so fragile they often tear during disassembly. The combination of outdated processors and fixed memory limits has rendered these units unreliable for consistent patrol operations.

Mounting Failures and Lack of Vendor Support

The existing MCTs also rely on docks that are no longer supported by the manufacturer. These use an aging pin-to-pin pressure connection system that is prone to moisture buildup and contact failure. Officers have experienced frequent issues with in-car GPS and network connectivity due to these worn and unreplaceable mounts. Because the docks are end-of-life, even basic wear and tear has become a major operational concern with no path to replacement.

Vehicle-Based Hardware Configurations

This refresh includes two hardware configurations based on the specific use cases of Patrol and Animal Control vehicles. While both groups rely on the same core applications, the environments inside their vehicles benefit from different device types. We saw an opportunity to recommend devices that are well-suited to each setup, with rugged tablets and detachable keyboards for Patrol, and traditional laptops for Animal Control, while still keeping everyone on the same supportable platform.

Rugged Laptops for Animal Control

Animal Control will be equipped with **Getac S410 semi-rugged laptops**, which offer strong performance and durability in a traditional laptop format. These devices run many of the same core applications as patrol units, including PremierOne CAD, VPN access, and other department-specific tools used in the field.

The S410 is a great fit for Animal Control vehicles and workflows. Officers can easily dock and undock the device for field reporting and use it effectively in or out of the vehicle. The laptop form factor suits their space and usage patterns well, allowing us to meet their operational needs while making efficient use of available resources. Including Animal Control in this refresh ensures they stay current with department standards and supported systems.

Rugged Tablets for Patrol Officers

Patrol officers will receive Getac K120 fully rugged tablets with detachable keyboards. This configuration is tailored to the demands of patrol work. Officers operate in tighter spaces and carry equipment such as duty belts, protective vests, and mounted gear, which makes a traditional laptop less practical. The rugged tablet form factor allows for better mobility, easier handling in and out of the vehicle, and quicker transitions between tasks.

The detachable keyboard adds flexibility to the setup. Since it can be replaced independently if it becomes worn or damaged, it helps extend the service life of the entire unit. Combined with the rugged design and high performance, this setup gives officers a practical, dependable solution that works well in their environment.

Patrol MCT Comparison

Category	Existing MCTs	New MCTs (Getac K120)
CPU	Intel i5-5300U (5th Gen)	Intel i5-1335U (13th Gen)
RAM	8 GB DDR3L	16 GB DDR5
Storage	SATA SSD	256 GB PCIe SSD
Operating System	Windows 10	Windows 11
Mounting Hardware	End-of-life, pin-to-pin connection	Supported, connector-based
Unit Price	\$4,408	\$3,597.00

Lifecycle Planning

To prevent future equipment gaps, we recommend establishing a formal replacement cycle for all MCTs. Ideally, this would follow a 3-year refresh model, allowing the department to stay current with hardware, avoid compatibility issues, and ensure continuous vendor support for mounts, docks, and accessories. If a 3-year cycle is not feasible, a 5-year refresh schedule is still

manageable and will help avoid the challenges we're currently facing. What we cannot afford is to fall years behind again, facing EOL hardware with no path to upgrade or support.

Conclusion

This upgrade is necessary to ensure compliance, operational readiness, and long-term supportability. The current devices are outdated, difficult to maintain, and no longer aligned with modern software and equipment standards. The new systems are more capable, better suited for their roles, and come at a lower per-unit cost than the legacy devices. With a lifecycle plan in place and the right hardware for each team, this refresh positions the department for stability and success in the years ahead.