

City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2
Brad Richards, At Large Pos. 1
Martin Vela, District A
Adam Arendell, District B



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

ALVIN CITY COUNCIL AGENDA

THURSDAY, JANUARY 21, 2021

7:00 P.M.

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east, west, and south entrances 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, JANUARY 21, 2021**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Economic Development and CVB Departmental Update.

4. PUBLIC COMMENT

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

A. Consider approval of the January 7, 2021 City Council Regular meeting minutes.

B. Acknowledge receipt of the quarterly Fiscal Year 2021 Capital Improvement Projects Report.

C. Acknowledge receipt of the Quarterly Financial and Investment Reports ending December 31, 2020.

D. Consider awarding a bid award to Napco Chemical Company for the purchase of Polyphosphate for one (1) year with the option to continue for one (1) additional year at the same price and conditions.

6. OTHER BUSINESS

A. Discuss and consider Ordinance 21-A, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

B. Discuss and consider the purchase and installation of Information Technology Infrastructure Switch Refresh equipment from TIPS/DataVox in an amount not to exceed \$90,733.

- C. Discuss and consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for waterline improvements along Second Street and Adoue Street; and authorize the Mayor to sign the Agreement upon legal review.
- D. Discuss and consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$30,000 from the Community Development Block Grant (CDBG) for basketball court improvements at Ruben Adame Park; and authorize the Mayor to sign the Agreement upon legal review.
- E. Discuss and consider an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$381,980 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase 2; and authorize the City Manager to sign the Agreement upon legal review.
- F. Discuss and consider Ordinance 21-B, amending the City of Alvin, Texas Ordinance 20-X, passed and approved on September 3, 2020, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2020-2021 by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Human Resource Department by funding a Human Resource Director and unfunding the Human Resource Manager position upon retirement as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.
- G. Discuss and consider Resolution 21-R-04, supporting the renaming of portions of Farm to Market Road (FM) 1462, between Highway 35 and FM 521, to "Alvin Parkway;" and setting forth other provisions related thereto.

7. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and 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

City Council will meet in Executive Session pursuant to the Texas Government Code:

- A. **Section 551.071(1)(A):** Consultation with City Attorney regarding pending or contemplated litigation or settlement with Comcast of Houston, LLC.

10. RECONVENE TO OPEN SESSION

- A. Discuss and consider Resolution 21-R-05 authorizing a settlement agreement with Comcast of Houston, LLC in the City of Alvin, ET AL., V. Comcast.

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 THURSDAY, JANUARY 14, 2021 at 4:00 P.M.



(SEAL)

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

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JANUARY 7, 2021
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Adam Arendell, Brad Richards, Glenn Starkey, Keith Thompson, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Director of Administrative Services/CFO; Michelle Segovia, City Engineer; Brandon Moody, Public Services Director; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Junru Roland, City Manager, gave the invocation.

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

PUBLIC COMMENT

Mr. Pete Olson thanked Alvin for supporting him during his tenure in Congress. He praised the Council for the many accomplishments throughout the years and expressed his love for Alvin.

CONSENT AGENDA

Consider approval of the December 17, 2020 City Council Regular meeting minutes.

Accept resignation from Planning Commission member Jake Starkey.

Jake Starkey submitted his resignation from the Planning Commission for his term ending December 31, 2022. This agenda item is the formal acceptance of his resignation. With the resignation of Mr. Starkey, there will be eight (8) members on the Commission. The Charter states that the Commission shall consist of not less than five (5) nor more than eleven (11) members. Current members are Ashely Davis, Richard Garivey, Abrin Brooks, Santos Garza, Chris Hartman, Keko Moore, Carrie Parker, and Randall Reed.

Consider a bid award to Napco Chemical Company, as the City's vendor for Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, for an estimated total of \$25,000 per year.

Sodium Bisulfite is a chemical used at the Wastewater Treatment Plant after chlorine disinfection prior to discharging the effluent into the receiving water stream. On December 1, 2020, bids were opened, and Napco Chemical Company was the lowest qualified bidder for Sodium Bisulfite at \$1.46 per gallon. The amount of wastewater being treated is contingent upon the amount of wastewater sent to the Wastewater Treatment Plant for treatment from the community. The projected annual cost for Sodium Bisulfite in FY21 at \$1.46 per gallon is \$25,000. Staff recommends the award of this bid.

Consider a bid award to DXI Industries, Inc. as the City's vendor for Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, for an estimated total of \$50,000 per year.

Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the City's Wastewater Treatment Plant. On December 1, 2020, bids were opened and DXI Industries, Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$0.7784 per gallon. The projected annual cost for Sodium Hypochlorite at \$0.7784 per gallon is \$50,000. Staff recommends approval of this bid award. Upon Council approval an award letter will be sent to vendor and City departments.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider the purchase of an Elgin Crosswind 1 Street Sweeper from Kinloch Equipment and Supply, Inc., through the BuyBoard Cooperative Purchasing Program in an amount not to \$232,431.25.

Street sweeping provides cleaning of City streets to maintain a clean environment for residents and to remove debris, trash, and pollutants before they enter the storm drains that lead to local waterways.

Currently the City owns and operates a 2012 Tymco sweeper. This sweeper is utilized about 35+ hours a week, sweeping several miles of Alvin's main thoroughfares and neighborhood streets. Over the last few years, the Tymco sweeper has been taken out of service for maintenance and repairs several times, causing disruption in service for Alvin residents.

City Council approved funding in the FY21 budget to acquire a new street sweeper to replace the existing 2012 Tymco sweeper. Staff recommends trading in the 2012 Tymco sweeper for the purchase of the Elgin Crosswind 1 Street Sweeper. The trade-in value of the 2012 Tymco Sweeper is \$32,500. The Elgin Crosswind 1 Street Sweeper and chassis is being purchased through the BuyBoard Cooperative Purchasing Program. Funding will be from the Sales Tax Street Improvement Fund.

Brandon Moody, Public Services Director, presented this item before City Council with explanation.

Council member Arendell moved to approve the purchase of an Elgin Crosswind 1 Street Sweeper from Kinloch Equipment and Supply, Inc., through the BuyBoard Cooperative Purchasing Program in an amount not to exceed \$232,431.25. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider Resolution 21-R-03, approving the Development Agreement between the City of Alvin, Texas, the Brazoria-Fort Bend Counties Municipal Utility District No. 3, D.R. Horton-Texas, Ltd., and 258 Colony Investments, Ltd.; and authorize the Mayor to sign the Agreement upon legal review.

D.R. Horton-Texas, Ltd., and 258 Colony Investments, Ltd. own property in Brazoria-Fort Bend Counties MUD 3, which is partially located in the extraterritorial jurisdiction (ETJ) of the City of Alvin, and partially within the ETJ of the City of Missouri City, Texas. On October 1, 2020, in Ordinance 20-Z, the City of Alvin released the portion of its ETJ in Fort Bend County. The MUD and the Owners have requested the City retain the ETJ in Fort Bend County, and forego releasing it, until such time as all plats and plans are approved by the City of Alvin, and construction of the District facilities within the platted areas is complete. State law allows a MUD located in multiple ETJs to elect the municipality over which to have authority, and the MUD has selected Alvin. Finally, in addition to the applicable platting and planning fees as set forth in Chapter 28 of the Code of Ordinances of the City, the Owner has agreed to compensate the City an additional fee of seventy-five dollars (\$75.00) per lot for each single-family home lot located within a plat, with approximately 699 lots to be platted. Staff recommends approval of Resolution 21-R-03 and the Development Agreement.

Suzanne Hanneman, City Attorney presented Resolution 21-R-03 before City Council with explanation.

A discussion was had on adding in the same termination language into the resolution that is in the development agreement. The City Attorney explained that she will add the language before the Mayor signs the Resolution.

Council member Starkey moved to approve Resolution 21-R-03, approving the Development Agreement between the City of Alvin, Texas, the Brazoria-Fort Bend Counties Municipal Utility District No. 3, D.R. Horton-Texas, Ltd., and 258 Colony Investments, Ltd.; and authorize the Mayor to sign the Agreement upon legal review. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$380,000 for engineering design services for the Wastewater Master Plan, Sanitary Sewer Evaluation Study, and Water and Wastewater Rate Study; and authorize the City Manager to sign the Agreement upon legal review.

The Engineering Services Agreement being considered will provide an update to the Wastewater portion of the City's 2015 Utility Master Plan, provide an evaluation of the City's West-Central and Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016). It is proposed that design services culminating in a Wastewater Master Plan Report, a technical memorandum detailing the survey results and system improvement alternatives in the West-Central and Central Sanitary Basins, and Utility Rate Study Report will be complete in a period of eighteen months. These studies were approved in the FY 2021 budget and will be funded from the Utility Project Fund. Staff recommends approval of this Agreement.

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

Council member Thompson moved to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$380,000 for engineering design services for the Wastewater Master Plan, Sanitary Sewer Evaluation Study, and Water and Wastewater Rate Study; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$59,914 for engineering design services for the Alvin Wastewater Treatment Plant Facility Plan; and authorize the City Manager to sign the Agreement upon legal review.

The Engineering Services Agreement being considered will provide an evaluation of the City's Wastewater Treatment Plant (WWTP) and development of a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods. It is proposed that design services will culminate in a technical memorandum detailing the results of the plant evaluation and include a phased capital improvements plan for the plant. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update which is currently being proposed and is therefore time dependent on that plan. Staff recommends approval of this Agreement.

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

Council member Castro moved to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$59,914 for engineering design services for the Alvin Wastewater Treatment Plant Facility Plan; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider Resolution 21-R-01, adopting The City of Alvin 2020 Hazard Mitigation Plan Update; and authorize the Mayor to sign the Plan.

On December 17, 2020, the City received the attached letter from the Texas Department of Emergency Management (TDEM) stating that the City of Alvin 2020 Hazard Mitigation Plan Update, which was submitted in October 2020, is "Approvable Pending Adoption," by the City Council.

Jeff Ward and Associates submitted the draft plan to TDEM on October 6, 2020, on the City's behalf, following two public meetings/presentations on July 16, 2020 and September 3, 2020. In accordance with FEMA's requirements, communities must have an approved Hazard Mitigation Action Plan and that plan must be updated every five years in order to be eligible to receive federal disaster grant funds.

Approval of Resolution 21-R-01 will provide for the adoption of The City of Alvin 2020 Hazard Mitigation Plan Update (October 2020), therefore keeping the City in compliance with FEMA's requirement. Staff recommends approval of resolution 21-R-01.

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

Council member Vela moved to approve Resolution 21-R-01, adopting The City of Alvin 2020 Hazard Mitigation Plan Update, and authorize the Mayor to sign the Plan. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 21, 2021 City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Starkey thanked Congressman Olson for his years of service and wished he the best in his future endeavors.

Mayor Horn thanked the city employees for their hard work and is looking forward to the new year.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:34 p.m.

PASSED and APPROVED the 21st day of January 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

Economic Development & Convention and Visitors Bureau Update

Initiatives and Results

January 21, 2021

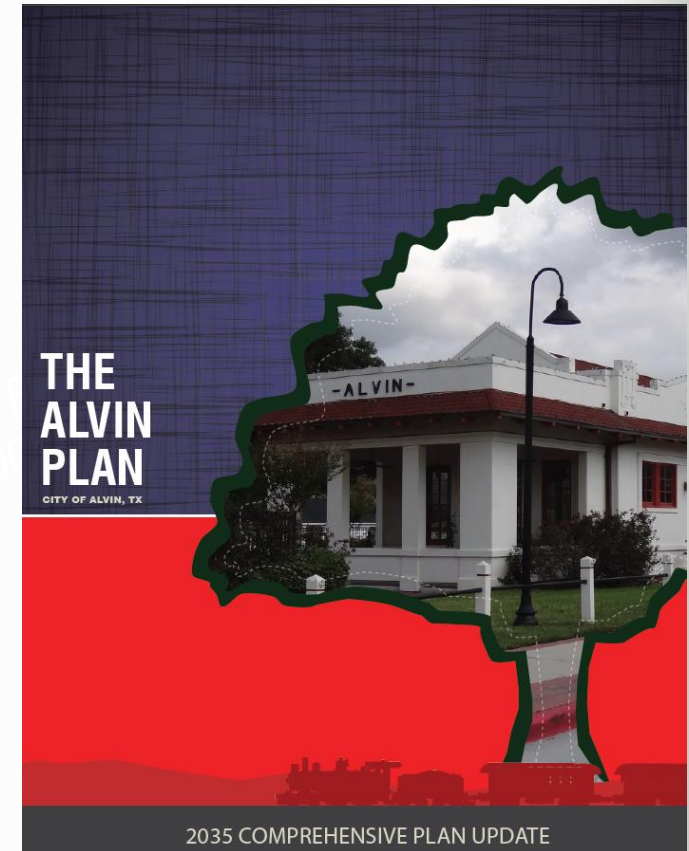
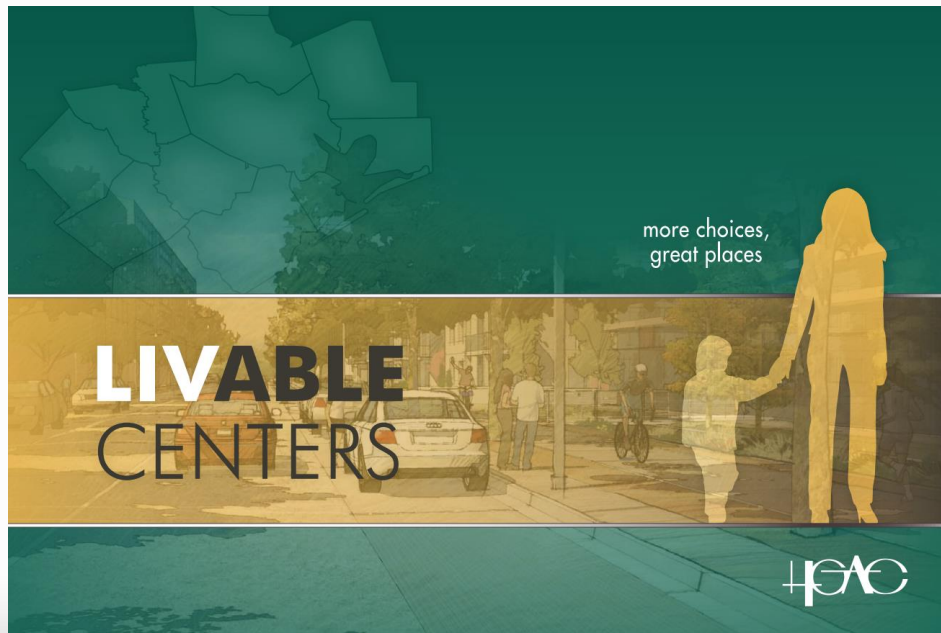


Economic Development

- Spending public dollars to attract and maintain business
 - Open for Business Program
 - Retail Recruitment Program
 - Developers Agreements
 - Chapter 380 Agreements
- The act of making your city attractive for development
 - Business Incentive Grant Program
 - Transportation/Traffic Improvements
 - Education/Labor Force (ACC TWC Grants)
 - Parks/Recreation (Disc Golf/Pearson Park LED Lighting)
 - Infrastructure (Water/Wastewater/Streets/Sidewalks)

Economic Development

- What do you want in your City?
- How do leverage your assets?
- Staged Improvements Year to Year
- Initiative - Livable Centers Study

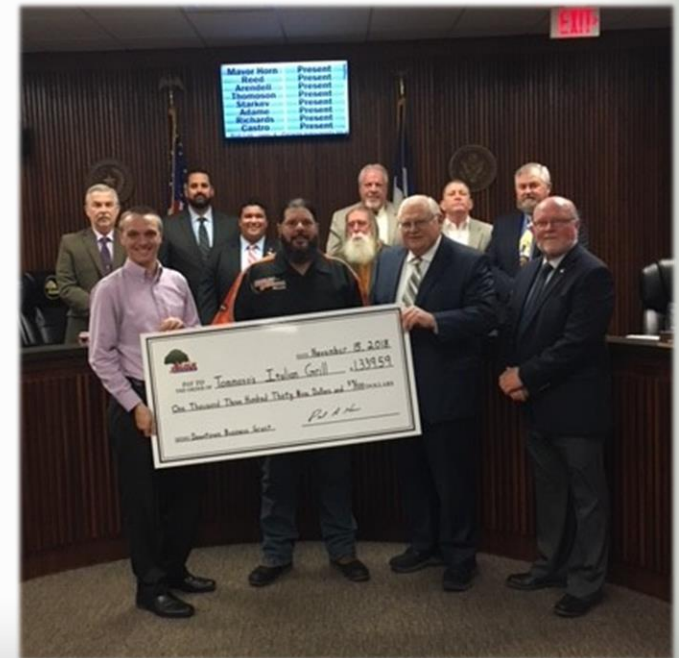


- Initiative – Alvin Industrial Park
 - Result: New Marketing Video
 - BNSF Certified Sites Program



Economic Development

- Initiatives – Business Incentives Grant Program
 - Expansion to Gordon Street Corridor
 - Revised for Internal Improvements to Downtown Area
 - Result: 2020 - Four Projects and \$ 40,469.00 of Private Investment



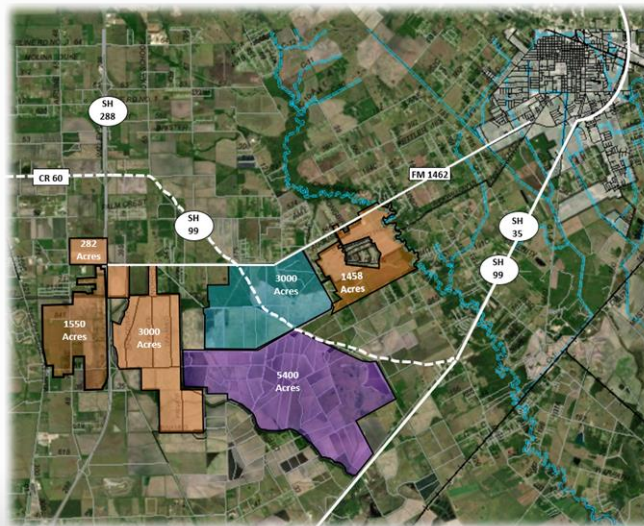
Economic Development

- Initiative: Development Proposal Guidelines

- Inside City/Close ETJ/Extended ETJ
- Regional Collaborations

- Result:

- Close ETJ 137 Acres
- Inside City 26 Acres
- Extended ETJ 1,550 Acres
- Extended ETJ 3,000 Acres



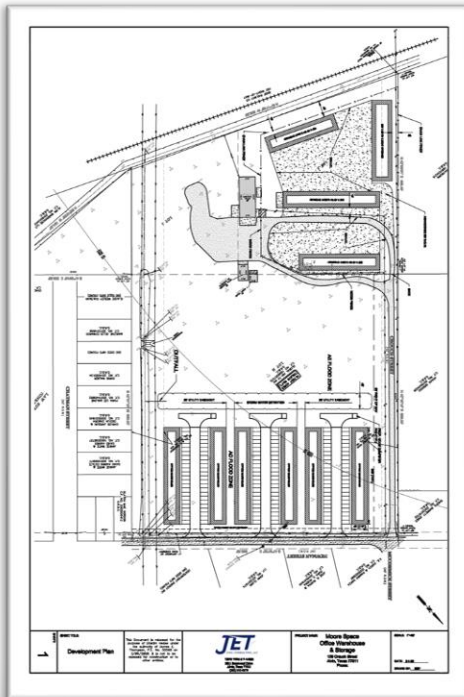
City of Alvin Development Proposal Guidelines



Resolution 19-R-34
Adopted: 9/5/19

Economic Development

- Initiative: Chapter 380 Agreements
 - Result:
 - Cline Crossing Class “A” Apartments
 - Moore Investments – Redevelopment of Blighted Area



Economic Development

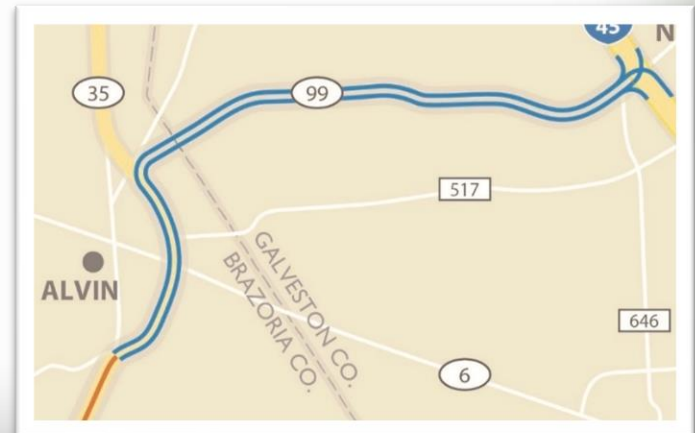
- Quality of Place
- Initiative: Lake Fairway Amenities - Hike and Bike Trail
 - Result: Collaboration: Developers/Builders/C&R#3/City
- Initiative: Wayfinding Program
 - Result:
 - Program/Construction Manual
 - TxDOT Location Approval
 - Next Step to Bid Project



Economic Development

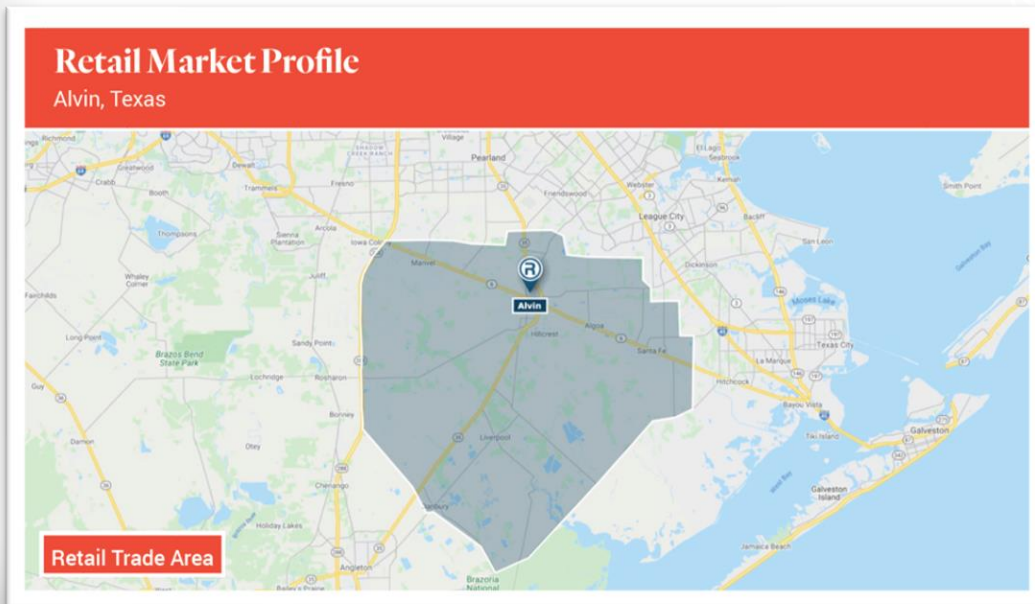
- Transportation
- Initiative: H-GAC (TPC and TAC)
 - Result:
 - FM 528 Extension – Advance Funding Agreement
 - Result:
 - Bypass 35 Grade Separation Over FM 528 – Included in Current TIP
 - Result:
 - FM 517 Widening to 4-Lane Blvd. – Bypass to Galveston County Line Included
 - Result:
 - SH 99 - Grand Parkway Segment B – Traffic & Revenue and Feasibility Study

Segment B Base Scope



Economic Development

- Alvin Information
- Initiative: Retail Trade Reports (Now Based on Cell Phone Data)
 - Result:
 - Shared with Retailers and Developers
- Initiative: COVID-19 Response – PPP/EIDL
 - Result: Open for Business/Social Media/Business Spotlight



- Initiative: Communications

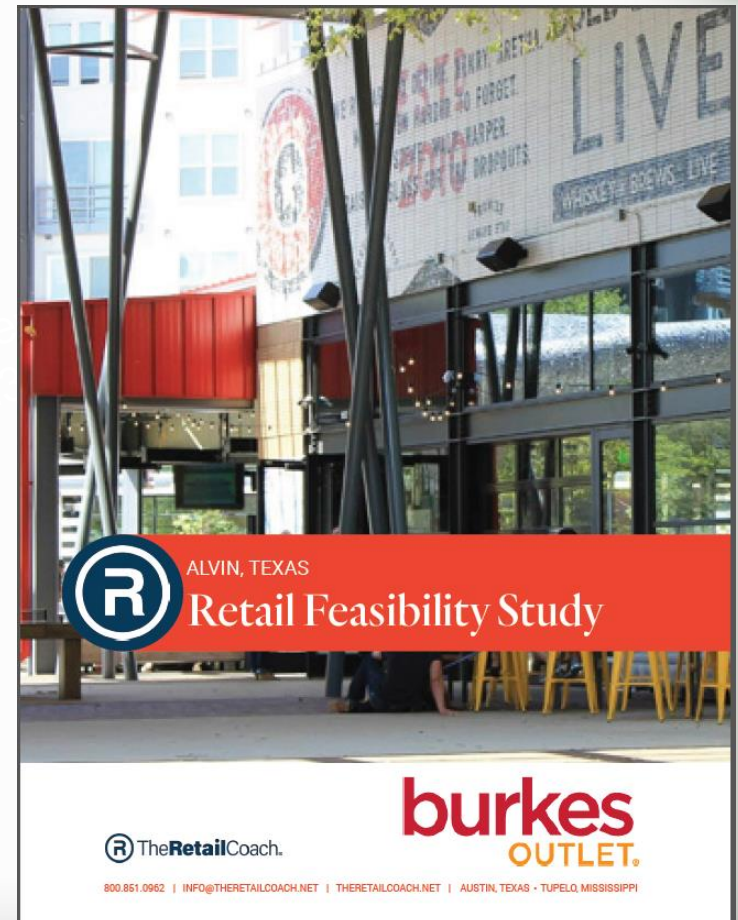
Economic Development

- Initiative: Marketing Alvin Every Day/Everywhere You Go
 - Result:
 - Alvin Industrial Park – Submitted on Several RFI Projects
 - Result:
 - ABC 13 Plus – Large Viewing Audience Reached



Economic Development

- Initiative: Marketing Alvin Every Day/Everywhere You Go
 - Result:
 - Retail Recruitment – Identified Potential Fits for Alvin
 - Direct Communications with Retail Locators
 - Marketing Flyers for Other Retailers
 - Additional Data
 - “Click and Collect” is Growing
 - Working From Home – Higher Daytime Population – Delivery Opportunities
 - Create More “Experiences” for In-Person Stores



Economic Development & CVB

- Education

- EDC – Josh Dearing

- Community Development Institute (CDI) – 3Yr program (Lone Star College)
 - Professional Community & Economic Developer (PCED)
 - Economic Development Institute (EDI) – (Oklahoma University)
 - Certified Economic Developer (CEcD)
 - H-GAC Bringing Back Mainstreet – Revitalization & Best Practices
 - Quarterly In-Person and Virtual
 - Webinars – Eco Dev and Retail Forecast/Outlooks

- CVB – Athlyn Allen

- Film Friendly Texas
 - Designated film Friendly Liaison
 - Tx Association of Conventions and Visitors Bureau (TACVB)
 - Texas Destination Marketer (TDM)
 - Houston First Program
 - Regional Collaboration and Best Practices



Convention & Visitors Bureau



- Working to promote the long-term development and marketing of Alvin as a destination to increase tourism, sales, and service.
 - Film Friendly Program
 - Agritourism
 - Marketing of Alvin Event Spaces
- Help local community groups and organizations through the Hotel Occupancy Tax (HOT) Grant.
 - Creating a Working Relationship with Hoteliers in the Area
 - Informing local groups about how HOT Grant Funds Work
 - Alvin Music Festival Awarded 2021 HOT Grant Funds

Convention & Visitors Bureau

CVB – A Fresh Look

- Branding
- HOT Fund Grant Program
 - Review Committee
- Film Friendly Certification
- Agri-tourism
- Marketing – Community Buy-in
- Marketing – Beyond the borders
- Marketing – Houston Livestock Show and Rodeo Packages
- Event Space – new spot-on web site for all available locations
- Education – Texas Destination Marketer
- Relationships – ACC, AISD, Chamber, Regional Tourism, Hoteliers, Parks, BC Parks
- Social Media
- Tour Texas Web Site
- Revisions to Visit Alvin Information Packet



Convention & Visitors Bureau

- Initiatives – Finalized Branding Guide
- Result: Helps create a guideline and cohesive look for all our marketing material.



Brand Guide 2020

Convention & Visitors Bureau
219 W. Sealy St.
ALVIN, TX 77511
(281)388-4212

ACVB BRAND COLORS

Main Colors:

<i>Alvin Red</i>	<i>Railroad Gray</i>	<i>Black</i>
C: 21 M: 100 Y: 100 K: 14	C: 69 M: 100 Y: 100 K: 14	C: 00 M: 00 Y: 00 K: 100
R:175 G:31 B:35	R:62 G:63 B:65	R:0 G:0 B:0

Highlight Colors:

Muted Colors:

<i>Light Gray</i>	<i>Light Red</i>	<i>Maroon</i>
C: 4 M: 2 Y: 2 K: 0	C: 12 M: 51 Y: 34 K: 0	C: 0 M: 100 Y: 100 K: 0
R:241 G:243 B:244	R:219 G:143 B:144	R:216 G:124 B:136

Bright Colors:

<i>Bright Red</i>	<i>Blue</i>	<i>Green</i>
C: 18 M: 100 Y: 96 K: 9	C: 100 M: 85 Y: 0 K: 25	C: 88 M: 31 Y: 100 K: 68
R:188 G:32 B:41	R:16 G:53 B:127	R:0 G:60 B:21

ACVB LOGOS

Main Logo:



Logotypes:



This logo can be used on the top or bottom of documents and marketing materials as a branding tool for CVB.

The train outline will be used throughout informative documents for visitors as a way to add character while also still using our branding



The last logo will be used on ads and social media as a way to continue our branding and create awareness for CVB.

ACVB BRAND FONTS

These fonts will be used in marketing documents and graphics as a way to keep everything cohesive.

Headers:

- Trebuchet MS Bold

This font will be used to grab attention in marketing graphics. This font was chosen because it shares the same characteristics of the "ALVIN" in our logo, which will continue with our branding.

- *Arabella Regular*

This font will be used sparingly as a way to grab attention and change it up from the other fonts. This font was chosen because it shares the same characteristics of the "Visit" in our logo.

Sub-headers:

- Avenir Light

This font will be used as a sub-header for graphics that involve lots of text.

Paragraph:

- Verdana Regular

This font will be used on graphics that have long bodies of text that are three sentences or more.



Convention & Visitors Bureau

- Initiatives – New Visitor's Guide
- Result: An updated visitor's guide for the city of Alvin that uses QR Codes that lead to certain pages on our website that can be updated immediately if there are any changes in restaurants, shopping, or hotels.



Visitor's Guide

EAT • STAY • PLAY





EAT.

Alvin Restaurants

Whether you are looking for some classic Texas BBQ, tasty Pho noodles, or craft brew beers, Alvin offers restaurants for every taste bud!



Use your phone camera to scan this code for a full restaurant list or check out visitalvin.com



STAY.

Alvin Extended Stay Motel
281-968-7800 | 406 E. Hwy 6

Americas Best Value Inn & Suites
281-331-0335 | 1588 S. Bypass 35

Holiday Inn Express & Suites
281-331-8800 | 900 S. Bypass 35

Knights Inn
281-331-5227 | 110 E. Hwy 6

La Quinta Inn & Suites
281-585-3900 | 880 S. Bypass 35

Motel 6
281-331-4545 | 1470 S. Bypass 35

Scottish Inn & Suites
281-331-7900 | 900 E. Hwy 6

SureStay Hotel Plus by Best Western
281-756-8800 | 1535 S. Bypass 35





FAMILY FUN

Bayou Wildlife Zoo
409-904-2525 | 5050 FM 517 | bayouwildlifefazoo.com
Take a tram ride with experienced wildlife guides while viewing a variety of exotic wildlife in their natural settings. Don't forget to visit the petting zoo after your safari tour.

Froberg's Farm
281-585-3531 | 3601 Hwy 6 | frobergsfarm.com
For a real treat, stop by Froberg's Farm for pick-your-own fruits. Visitors can shop the Froberg's Country Store, which offers homegrown fruits and vegetables, along with pies, jams, peanut brittle, and other treats.

Alvin Bowling Company
281-331-4487 | 300 Bowling Alley Ln. | alvinbowling.com
Bowling is fun and a great exercise. You don't have to be a pro to have a great time at the Alvin Bowling Company!

Alvin Skate-N-Party
281-756-0307 | 1701 W. Hwy 6 | alvinskateparty.com
Skating is fun for all ages! They have daily sessions available for your entertainment and are available for private events.

Big Kountry Shooting
281-388-1814 | 1204 FM 1462 | bigkountrys shooting.com
Big Kountry Shooting is proud to be Alvin's indoor gun and archery facility. They are open to the public; guns are available to buy or rent. Certified Handgun License classes are offered and there is an indoor axe throwing gallery.

Alvin Youth Livestock & Arena
409-339-9106 | 402 CR 351 | aylaareadee.org
The Alvin Youth Livestock & Arena Association holds a number of rodeo events throughout the year.

Convention & Visitors Bureau

- Initiatives – Film Friendly Program and Film Application & Guidelines
- Result: The creation of guidelines and fees for filming within the city limits as well as involvement in a program that will help us market our city to the media industry for filming. If selected, this program should help bring in an economic boost for our local businesses.



Convention & Visitors Bureau

- Initiatives – Rebranding Social Media Pages
- Result: More engagement on social media posts as well as an increase in page likes which results in a larger reach of our target audience with less money spent on boosting post.

Alvin Convention and Visitors Bureau
October 28 · 🌐

Looking for a Halloween scare? Then take a ride on the tram through the haunted woods at [Bayou Wildlife Zoo](#) this weekend. Friday will be adults only, while Saturday will be open to all ages. Reservations are required, so get your tickets asap! Tickets can be bought online from their Facebook page under events. Parental discretion is advise! [#visitalvin](#)



Bayou Wildlife Zoo
Haunted Tram Ride
October 30th & 31st!
Friday will be adults only and Saturday will be all ages!

15,181
People Reached ⓘ
0% from boosted posts

15,181 Organic 0 Paid

1,589
Post Engagements ⓘ

160 Reactions	167 Comments
14 On Post	47 On Post
146 On Shares	120 On Shares
53 Shares	1,209 Clicks
52 On Post	179 Photo Clicks
1 On Shares	0 Link Clicks
	0 Clicks to Play
	1,030 Other Clicks

4
Negative Feedback ⓘ

4 Unique

Insights activity is reported in Pacific time zone.
Ads activity is reported in the time zone of your ad account.

[View Post on Facebook](#)

Alvin Convention and Visitors Bureau
November 17 at 1:24 PM · 🌐

We are excited to announce the grand opening of the Karpeles Manuscript Museum!

For those that don't know the Karpeles Manuscript Library is a private collection of more than a million manuscripts and documents in the United States, the largest such collection in the world. This museum is one of 17 in the country and will have a new exhibit every few months. We can't wait to visit this amazing place and take a look at history! [#visitalvin](#)



6,630
People Reached ⓘ
0% from boosted posts

6,630 Organic 0 Paid

864
Post Engagements ⓘ

333 Reactions	38 Comments
53 On Post	9 On Post
280 On Shares	29 On Shares
72 Shares	421 Clicks
71 On Post	20 Photo Clicks
1 On Shares	0 Link Clicks
	0 Clicks to Play
	401 Other Clicks

0
Negative Feedback ⓘ

0 Unique

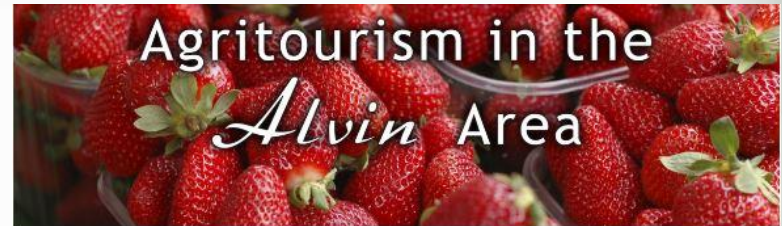
Convention & Visitors Bureau

- Initiatives – Create Event Space Page on VisitAlvin.com
- Result: Create a “One Stop Shop” for anyone looking for venues to host conferences, weddings, company retreats, etc. Through our website they can gain knowledge on caterers, hotels and venues in the area that makes planning easier and encourages them to pick Alvin as their destination.



Convention & Visitors Bureau

- Initiatives – Creating an Awareness of Agritourism
- Result: Highlight Alvin's Rural Roots and boost the engagement of places like Froberg's Farm, while also encouraging those who travel in to Stay, Eat, and Play in Alvin.



Agritourism in the Alvin Area

Agritourism in the Alvin Area

As people have become more interested in outdoor activities to learn about where their food comes from, a new form of tourism has been created: call Agritourism. By combining tourism and agriculture, people are able to learn about another way of life that may not be easily accessible to them in their daily routine.

Agritourism can be defined as a tourism attraction that involves agricultural production or activity that attracts visitors to a farm, ranch, or other agricultural-based businesses or events for entertaining and/or educating visitors while generating a visible income for the business owner.

One of the most popular Agritourism attractions here in Alvin is Froberg's Farms. Throughout the year, visitors to the farm can enjoy homegrown fruits and vegetables as well as homemade pies, jellies, preserves, and many other sweets found in the farm store. Froberg's Farms also offers pick your own berries during their strawberry and blackberry seasons. At the start of October, the farm hosts its annual Fall Festival until the first weekend of November. During this festival, visitors can enjoy a corn maze, pumpkin patch, and other fun activities for the whole family. This attraction allows families from the Houston area to learn about how their food is grown while also enjoying fun and relaxing activities.



Another agritourism attraction in this area is Bayou Wildlife Zoo. The zoo is about 80 acres, and they have knowledgeable guides who enjoy educating guests about animals from all over the world. Bayou Wildlife Zoo offers a guided tour on a safari tram that allows visitors to see everything the zoo has to offer without trekking through the vast premises on foot. Each ride lasts approximately 30 to 40 minutes, and you will see many types of deer, antelopes, buffalos, camels, zebras, and other exotic animals. Visitors can also tour Addie Lou's barnyard to learn about the unique animals that have been rescued or nursed by the zoo. This attraction allows visitors to come and learn about animals that are not native to this area or even this country.

Alvin also offers fishing, bird watching, and hunting spots that give visitors a chance to enjoy their hobbies while also helping boost the economy in the area. This type of tourism has become a necessary means of income for many small farms and agricultural businesses.

By creating attractions and diversifying their business operations, agricultural businesses can ensure a more stable income. This can help keep a business successful during the off-season by providing a flow of income during their slower times. Agritourism not only allows for economic impact into the community but also an awareness of the importance of conservation and education of agricultural assets. This type of tourism helps educate future generations on the importance of the agricultural industry and how it impacts their life.

Convention & Visitors Bureau

- Initiatives – Houston Livestock Show & Rodeo (HLSR) Hotel Package
- Result: With millions of people attending HLSR this hotel package will encourage the families who are already traveling in this area for the show to stay here in Alvin instead of trying to fight traffic through downtown. The result is to create hotel room nights within Alvin from one of the biggest and longest running events in the Houston area.



Convention & Visitors Bureau

- Initiatives – Planning Tour de Braz
- Result: Raise money for the Alvin Volunteer Fire Department as well as create hotel room nights within the City of Alvin.

Saturday
April 17, 2021

TOUR^{28th Annual} de Braz

Tour de Braz Event Playbook 2021

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Economic Development & Convention and Visitors Bureau Update

Initiatives and Results

January 21, 2021



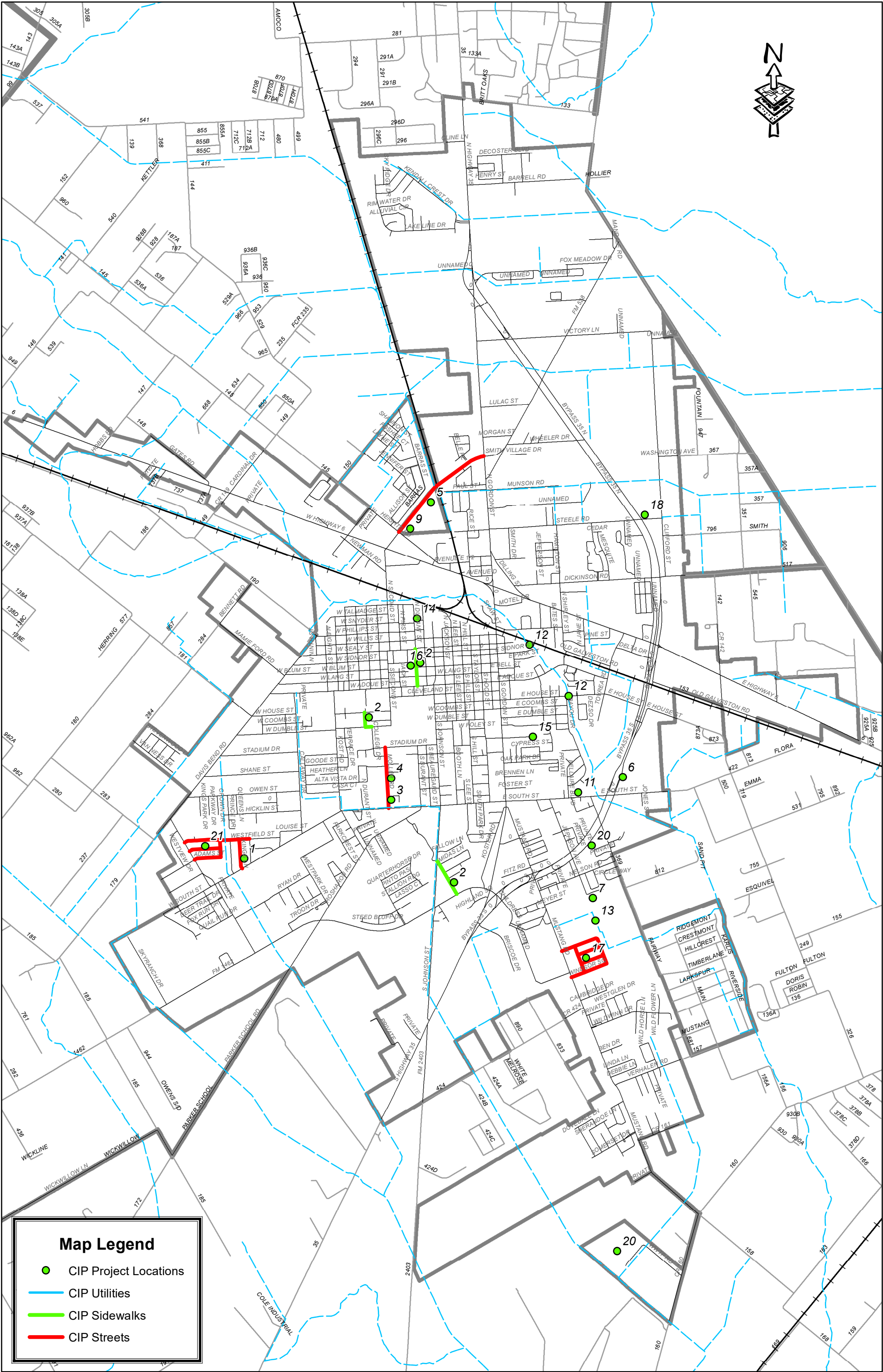
**Capital Improvement Program
Quarterly Report
January 2021**





FY 2021 Capital Improvement Program Project Schedule - January 2021

PROJECTS:	10/15/20	10/31/20	11/15/20	11/30/20	12/15/20	12/31/20	1/15/21	1/31/21	2/15/21	2/29/2021	3/15/21	3/31/21	4/15/21	4/30/21	5/15/21	5/31/21	6/15/21	6/30/21	7/15/21	7/31/21	8/15/21	8/31/21	9/15/21	9/30/21
1. 2020 Concrete Pavement and Drainage Project	Bid		Construction																					
2. 2020 Sidewalk Project	Bid		Construction																					
3. Moller Road Storm Sewer and Pavement Phase 1	Bid						Construction																	
4. Moller Road Storm Sewer and Pavement Phase 2									Design															
5. FM 528 Extension (Design)	Design																							
6. Lift Station 30 Expansion & Hwy. 35 Gravity Mains	Bid																							
7. 54" Eastside Interceptor	Bid								Construction															
8. Northwest/Northeast Basin Sewer Rehab. Project	Bid				Construction																			
9. Water Plant #6 Tank Replacement	Construction																							
10. Wayfinding Signs Project	Design							Bid				Construction												
11. Fire/EMS Station	Construction																							
12. Mustang Bayou Bank Repair	Bid																							
13. Hike and Bike Trail Phase III	Design																							
14. Water Line Improvements Phase 2	Construction																							
15. Water Line Improvements Phase 3					Design																Bid			
16. Water Plant #4 Tank Replacement													Design											
17. 2020 Asphalt Pavement Project	Design											Bid				Construction								
18. Lift Station 23 Expansion	Design																							
19. 2021 Wastewater Master Plan Update / Rate Study							Design																	
20. WWTP Facility Plan							Design																	
21. 2021 Concrete Pavement and Drainage Project											Design									Bid				



FY 2021 CIP Project Location Map



2020 Concrete Pavement and Drainage Project

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Tracy Lynn Lane (Westfield Drive to South Street), Westfield Drive (Adams Street to the asphalt transition 125 feet east of Kings Lane), and Adams Street (first 571 feet from Westfield Drive). Project location identified as a number 1 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.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Bids were opened on August 4, 2020 and Tandem Services, LLC. was the qualified low bidder. Council awarded the bid in the amount of \$1,106,632.50 to Tandem at their meeting on October 1, 2020. This is a 120 calendar day 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>					
<u>CONSTRUCTION</u>	\$1,000,000	\$1,106,633	\$1,000,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,000,000	\$1,106,633	\$1,000,000		



2020 Sidewalk Project

Project Number:	2
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 2 on the CIP project location map. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Dumble Street</u> (south side between College Street and Clark Street), and <u>Clark Street</u> (west side between Dumble St. and Fairview Dr.).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	Bids for this project were opened on August 4, 2020 and Tandem Services, LLC. was the qualified low bidder. Council awarded the bid to Tandem in the amount of \$176,827.20 at their meeting on October 1, 2020. This is a 90 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$250,000	\$176,827	\$250,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$250,000	\$176,827	\$250,000		



Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund / Bond Funds
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 3 on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Bids were opened on November 17, 2020 and Triple B Services, LLP was the qualified low bidder. Council awarded the bid in the amount of \$1,292,298.60 to Triple B at their meeting on December 17, 2020. This is a 410 calendar day project.
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	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659	\$1,292,299	\$1,800,000	2019	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659	\$1,542,231	\$2,050,000		



Moller Road Storm Sewer and Pavement Improvements Phase 2 (Design)

Project Number:	4
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 4 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:	Project design expected to start in February 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000		\$250,000	2020	Bond
<u>CONSTRUCTION</u>	\$3,550,000		\$3,550,000	2020	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$3,800,000	\$0	\$3,800,000		



FM 528 Extension (Design)

Project Number:	5
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number 5 on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	The Texas Department of Transportation submitted this project in HGAC's "Call for Projects" on October 31, 2018 in an attempt to obtain federal funding for construction through the TIP. This project was not selected for federal funding through the TIP. HDR was notified by TXDOT in June 2019 that they would not be able to advance funding for this project at this time. TXDOT has the project budgeted to start construction in 2024. Council approved an Advance Funding Agreement with TXDOT for their review of the plans for the project on 7/16/2020. HDR submitted the plans to TXDOT for review on 9/30/2020.
Impact on Operating Budget:	No
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>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$15,100,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$16,100,000	\$1,186,353.11	\$1,000,000		



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	6
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 11.5 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids were opened on August 4, 2020. Staff is currently working to complete the purchase of the property required for the expansion of the lift station prior to award of the bid.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$760,515	\$679,865	2018	Bonds
<u>CONSTRUCTION</u>	\$10,064,900	\$8,833,432	\$10,064,900	2019/2020	Bonds
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,560,800	\$9,593,947	\$10,744,765		



54" Eastside Interceptor

Project Number:	7
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018/2019/2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number 7 on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids were opened on November 17, 2020 and Harper Brothers Construction, LLC was the qualified low bidder. Council awarded the bid in the amount of \$16,044,022 to Harper Brothers at their meeting on December 17, 2020. This is a 540 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000	\$2,076,000	2018	Bond
<u>CONSTRUCTION</u>	\$16,399,450	\$16,044,022	\$16,047,130	2019/2020	Bond
<u>OTHER</u>	\$89,865	\$89,865		2019	Bond
<u>TOTAL:</u>	\$18,654,615	\$18,209,887	\$18,123,130		



Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	8
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Basins in the northern portion of the City.
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	City Council awarded a bid to Mitchell Contracting, Inc. on September 17, 2020 in the amount of \$540,265. This is a 122 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200	\$95,300	2018	
<u>CONSTRUCTION</u>	\$855,700	\$540,265	\$850,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$951,000	\$635,465	\$945,300		



Water Plant #6 Tank Replacement

Project Number:	9
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 9 on the CIP project location map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The contract with T & C Construction, Ltd. was terminated on November 9, 2020 due to their inability to complete the project. The tank was placed online in December 2020 and the remaining site work will be bid in February 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$319,400	\$319,400	2018	Bond
<u>CONSTRUCTION</u>	\$2,632,500	\$2,446,526	\$2,446,526	2018	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000	\$2,765,926	\$2,765,926		



Wayfinding Signs Project

Project Number:	10
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	Ongoing (01/5/20): The wayfinding master plan has been reviewed and approved by staff and the wayfinding signage stakeholders. On May 19, 2020 staff alerted National Sign Plazas (NSP) that the wayfinding master plan has been accepted and a milestone payment was issued for acceptance of the manual. The final step for the planning stage is for NSP to secure TXDOT approval for sign placement in TXDOT's right-of-way. Once TXDOT approval has been secured, a final milestone payment will be issued and the project will be ready to bid for sign fabrication and installation. On January 5, 2021 NSP sent the TXDOT approval letter to the City of Alvin and the final milestone payment is being processed. The next step is to solicit bids for the construction and implementation phase.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$50,000	\$49,500	\$49,500	2019	
<u>CONSTRUCTION</u>	\$180,500	\$180,500	\$105,500	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$230,500	\$230,000	\$155,000		



Fire/EMS Station

Project Number:	11
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Projects Fund and Certificates of Obligations.
Assigned:	Rex W. Klesel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number 11 on the CIP project location map.
Project Description:	This project is to design and construct a new Fire and Emergency Medical Services (EMS) Station on the 4.36 acre property at the corner of Bellaire Boulevard and South Street that was purchased in December 2017.
Project Justification:	Compelling reasons to construct a new station include, but are not limited to expanding service coverage to the south and east quarters of the Fire Department response territory. Also, the two existing stations lack sufficient windstorm ratings and have inadequate sleeping quarters for staff.
Current Status:	TNMP completed the meter set for permanent power. The Contractor continued work on the roof, drywall, masonry cleaning, tile installation. Prepping for power turn on, and HVAC equipment.
Impact on Operating Budget:	Once the construction of the facility is complete, there will be utility operational and maintenance costs associated with the new facility.
Estimated Useful Life of Capital Investment:	50+ Years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,754,743	\$1,754,743	\$1,210,743	2018	
<u>CONSTRUCTION</u>	\$14,300,000	\$11,673,900	\$14,170,600	2019	Bond
<u>OTHER</u>	\$310,000	\$310,000		2018	
<u>TOTAL:</u>	\$16,364,743	\$13,738,643	\$15,381,343		



Mustang Bayou Bank Repair

Project Number:	12
Project Type:	Park / Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund
Assigned:	City Engineer / Parks Director / City Attorney
Project Location:	Two areas along the bank of Mustang Bayou that washed out during Hurricane Harvey. Project location identified as number 12 on the CIP project location map.
Project Description:	This project includes the design and repair of two locations along Mustang Bayou where the bayou side slope failed due to flood waters from Hurricane Harvey.
Project Justification:	This project is needed to restore the portion of the Hike and Bike Trail that was destroyed due to the side slope failure and to restore the bayou.
Current Status:	Bids were opened on November 10, 2020 and due to only receiving two bids that were extremely high Staff is contemplating rebidding the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$156,408	\$156,408	\$156,408	2018	
<u>CONSTRUCTION</u>	\$302,126				
<u>OTHER</u>					
<u>TOTAL:</u>	\$458,534	\$156,408	\$156,408		



Hike and Bike Trail Phase III Design

Project Number:	13
Project Type:	Parks
Strategic Plan:	Extending the existing hike and bike trail as a key addition to the Alvin trail system for non-motorized transportation
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Identified on the CIP project location map as project number 13 . South Street to Mustang Road within the Corporate City Limits.
Project Description:	Design third phase of the existing Hike and Bike Trail adding approximately 1.6 miles of trail to the existing 1.7 miles.
Project Justification:	Provide non-motorized transportation from downtown Alvin to Alvin Community College.
Current Status:	Awaiting final design proposal from Kimley/Horn.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$100,000	\$150,000	\$150,000	2020/2021	
<u>CONSTRUCTION</u>	\$2,756,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,856,000	\$150,000	\$150,000		



Water Line Improvements Phase 2

Project Number:	14
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2019 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 14 on the CIP project location map.
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by State Highway 6, State Highway 35 Bypass, Sealy Street, and Second Street.
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:	Bids for this project were opened on June 30, 2020 and there were ten bidders. City Council approved a bid award for this project to DL Elliot Enterprises, Inc. on July 16, 2020. Construction of this 210 day project started on October 5, 2020.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$422,000	\$396,250	\$422,000	2019	Bond
<u>CONSTRUCTION</u>	\$2,109,900	\$1,367,343	\$2,109,900	2019	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,531,900	\$1,763,593	\$2,531,900		



Water Line Improvements Phase 3

Project Number:	15
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 15 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 House Street, Bayou Drive, South Street, and Gordon Street. In addition replacement of waterline along Foley Street and within an easement from Legion Street to Adoue Street.
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:	Council approved a contract with LJA Engineering for final engineering design services at their meeting on December 3, 2020. Design started in December 2020 and it is anticipated that the design will be complete and the project will be ready to bid in August 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$549,900	\$549,900	\$549,900	2020	Bond
<u>CONSTRUCTION</u>	\$2,728,092		\$2,728,092	2020	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,277,992	\$549,900	\$3,277,992		



Water Plant #4 Tank Replacement

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2021 Water and Sewer Bonds / Impact Fees
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number 16 on the CIP project location map.
Project Description:	Decommission the existing 0.21 and 0.43 Million Gallon (MG) steel ground storage tanks and add a new 1.0 MG concrete ground storage tank at Water Plant #4.
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:	It is anticipated that project design will start in April 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$351,000		\$351,000	2021	Impact Fees
<u>CONSTRUCTION</u>	\$2,100,500		\$2,100,500	2021	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,451,500	\$0	\$2,451,500		



2020 Asphalt Pavement Project (Contractor)

Project Number:	17
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Windsor Square, Oxford Road, Hurstgreen Lane, and Coventry Lane. Identified as number 17 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 will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	In December 2020 Staff received the final geotechnical report and the topographic survey for the project. It is anticipated that this project will be ready to bid in Spring 2021.
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>					
<u>CONSTRUCTION</u>	\$1,000,000		\$1,000,000	2021	
<u>OTHER</u>		\$35,000		2020	Geo./Topo.
<u>TOTAL:</u>	\$1,000,000	\$35,000	\$1,000,000		



Lift Station 23 Expansion Project (design)

Project Number:	18
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number 18 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 15 and 16. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 14,720 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.
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:	Staff is currently working with LJA to identify easements that will be required for the project.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,389,800	\$1,700,000	2015	Bonds
<u>CONSTRUCTION</u>	\$12,600,000			2021/2022	Bonds
<u>OTHER</u>	\$150,000				Easements
<u>TOTAL:</u>	\$14,139,800	\$1,389,800	\$1,700,000		



2021 Wastewater Master Plan Update / Utility Rate Study

Project Number:	19
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	All areas of the City and ETJ that the Wastewater System serves.
Project Description:	This project will provide an update to the wastewater portion of the City's Utility Master Plan that was done in 2015, provide an evaluation of the City's West-Central/Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016).
Project Justification:	This project is needed in order to evaluate the City's Wastewater System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. It is anticipated that design will be complete in 18 months.
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>	\$380,000	\$380,000	\$380,000	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$380,000		\$380,000		



2021 Wastewater Treatment Plant Facility Plan

Project Number:	20
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 20 on the CIP Project Location Map.
Project Description:	This project will provide an evaluation of the City's Wastewater Treatment Plant and develop a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods.
Project Justification:	This project is needed in order to evaluate the City's only wastewater treatment plant now that the two optimization projects (2008 and 2018) are complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update, therefore this plan is time dependent on that plan.
Impact to 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>	\$59,914	\$59,914	\$59,914	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$59,914		\$59,914		



2021 Concrete Pavement and Drainage Project

Project Number:	21
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (portion that runs east-west to Rowan Burton). Project location identified as a number 21 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.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	It is anticipated that design of this project will start in March 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$1,000,000		\$1,000,000	2021	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,000,000	\$0	\$1,000,000		



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Finance

Contact: Michael Higgins, Dir. of Admin Services

Agenda Item: Receive and acknowledge receipt of the Financial and Investment Reports ending December 31, 2020.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: The City Charter requires the Chief Financial Officer to report on the financial condition of the City. Included in the December 31, 2020 report are the following:

General Fund Summaries

Sales Tax Revenues

Utility Fund Revenue & Expense Comparison

Sanitation Fund Revenue & Expense Comparison

EMS Fund Revenue & Expense Comparison

Operating Revenues & Expenditures – Budget vs. Actual (General, Utility, Sanitation, EMS)

Cash & Investment Summary

Major Funds Recap – General, Hotel, Utility, Sanitation, EMS, Sales Tax, Fleet)

(Please note that these reports are unaudited for the FY 21).

In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending December 31, 2020.

In summary, the City of Alvin has an investment portfolio as of December 31, 2020, of **\$101.6 million**, which consists of \$74.6 million invested in the Local Government Investment Pools, \$500,000 in Certificates of Deposits, and \$26.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$33,085. The City's yield for the quarter was .35% and the 90-day T-Bill was .09%.

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:** 1/12/2021 SLH

Supporting documents attached:

- Financial Reports – December 31, 2020
- Investment Reports – December 31, 2020

Recommendation: Move to acknowledge receipt of the Financial and Investment Reports ending December 31, 2020.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

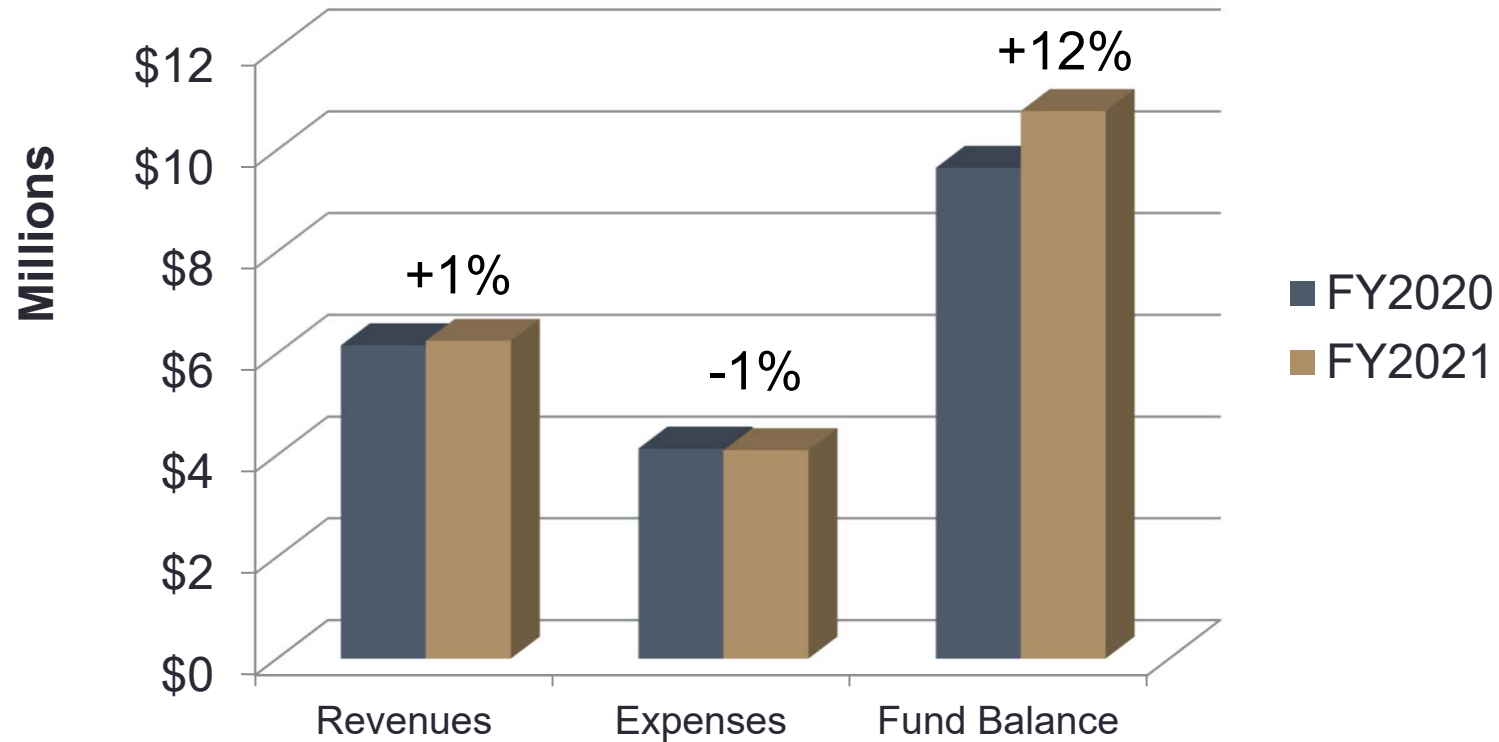
City of Alvin

Monthly Financial Summary Report For the month ended December 31, 2020

	<u>Page</u>
General Fund Summaries	2-5
Sales Tax Revenues	6-7
Utility Fund Revenue & Expense Comparison	8-11
Sanitation Fund Revenue & Expense Comparison	12-13
EMS Fund Revenue & Expense Comparison	14-15
Operating Revenues & Expenditures	
- Budget vs. Actual (General, Utility, Sanitation, EMS)	16-19
Cash & Investment Summary	20-21
Major Funds Recap	
- General, Hotel, Utility, Sanitation, EMS, Sales Tax, Fleet	22-29

General Fund Summary

Revenue, Expense & Fund Balance Comparison

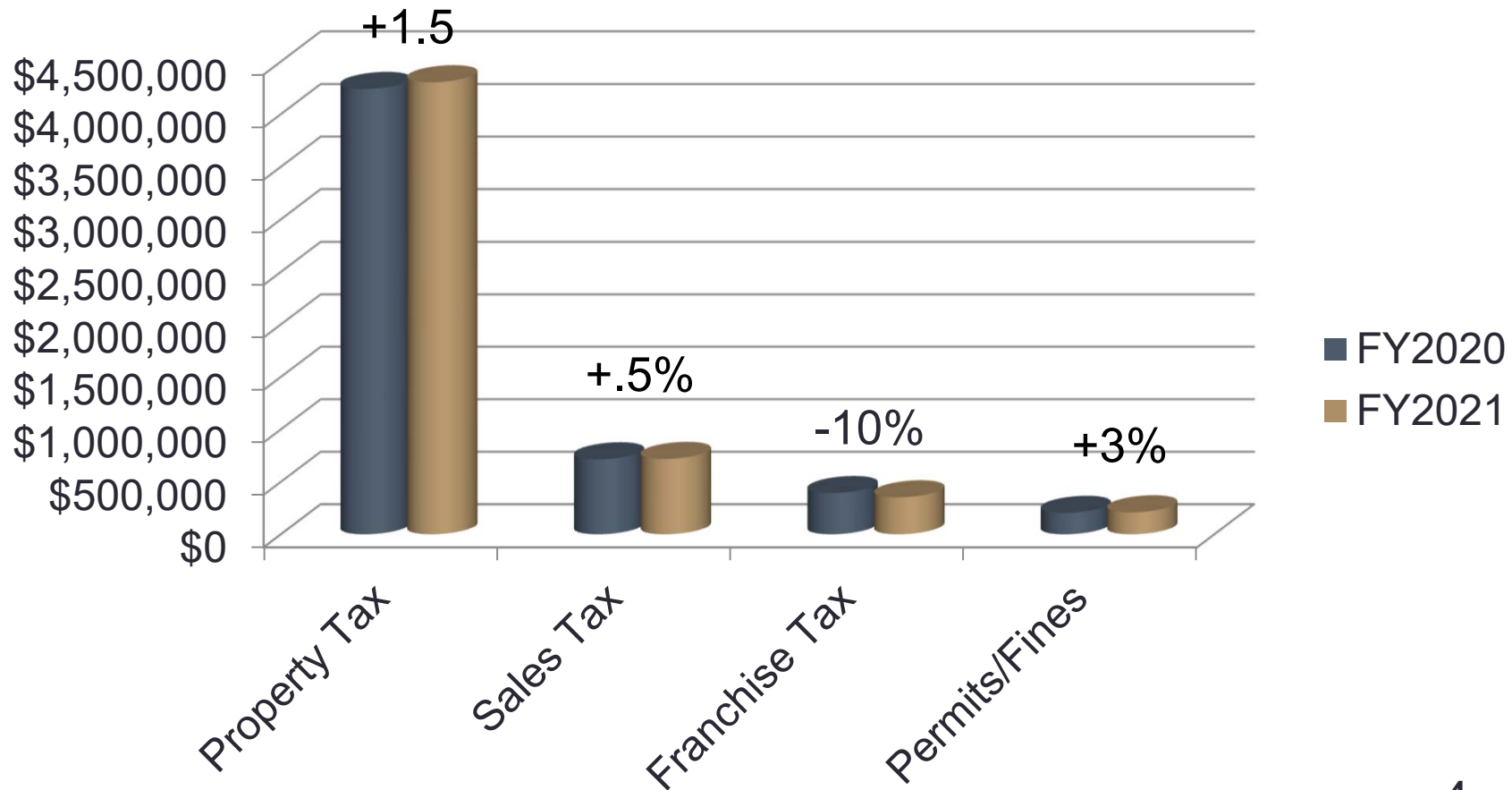


General Fund Summary

Revenue, Expense & Fund Balance Comparison

- General Fund revenues through December are approximately \$6.2m; which is 1% more than the previous year through December 2020.
- General Fund expenditures year-to-date total approximately \$4m, or \$31,754 less than the previous year.
- Ending Fund Balance is approximately \$10.8m, which is a 13% increase over the prior year total.

General Fund Major Revenue Comparison as of December 2020



General Fund

Major Revenue Comparison as of December 2020

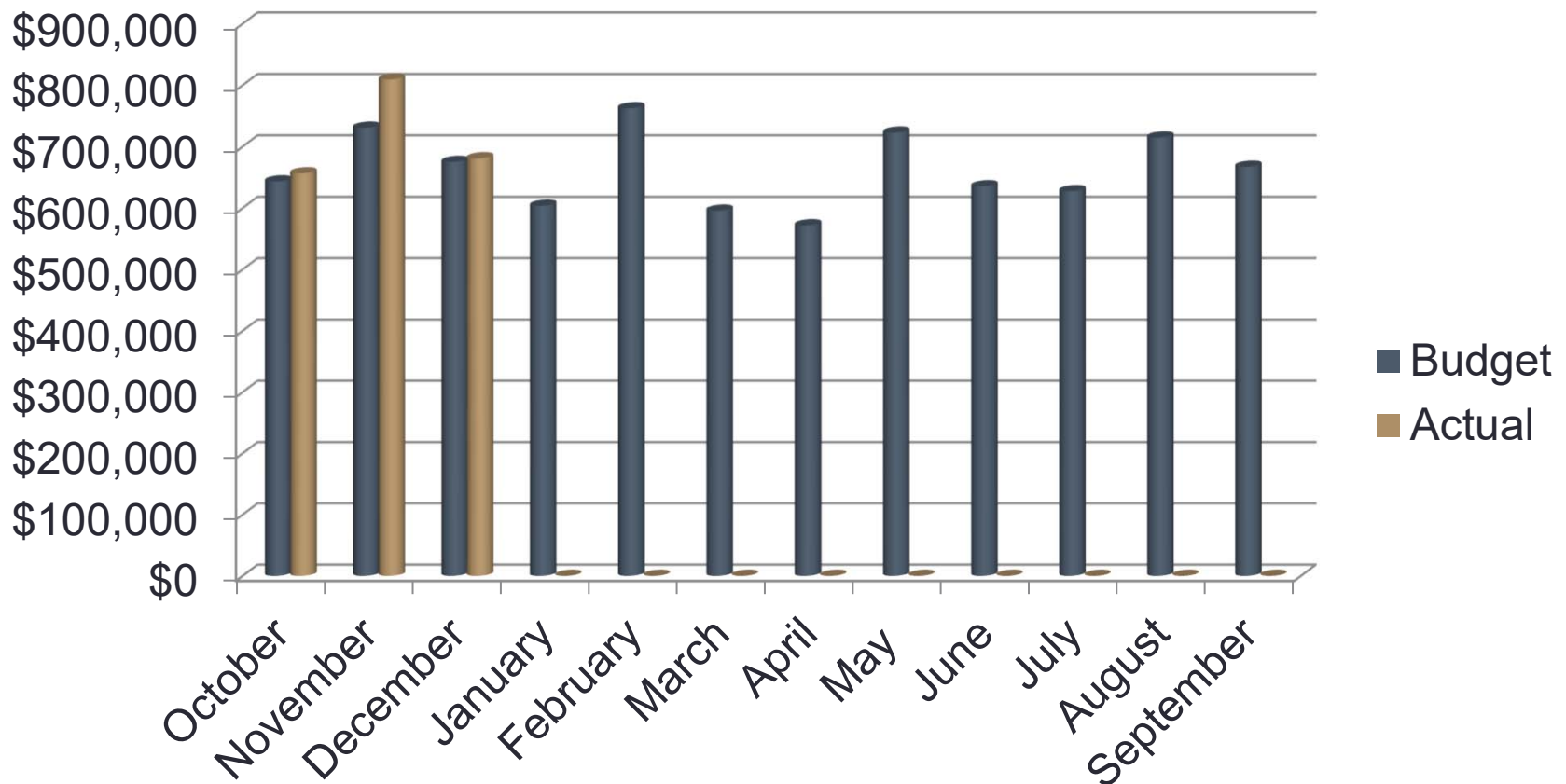
The City's five major revenue sources include: property tax, sales tax, franchise tax and permits/fines.

- To date, current property tax revenues are up 2% (\$63,863) compared to Dec 2019. (This year, property taxes are at 44% collected. Historically, 45% of property taxes are received through December, 30% through January, and 25% through the end of the year.)
- Sales taxes allocated to the General Fund are \$3,508 (.5%) higher than the previous year to date.
- Franchise tax revenues are 10% less than the previous year. Franchise tax revenues are based on a percentage of a utility's gross receipts
- Permits/Fines are down 52% (\$45,781) over the previous year to date.
 - Permits \$208,869 (FY21) vs \$203,757 (FY20) = \$5,112 (i.e. building, electrical, mechanical, plan check fees)
 - Fines \$82,573 (FY21) vs \$133,466 (FY20) = -\$50,893 (i.e. court)

Sales Tax Revenues

Budget vs. Actual

FY 2020-2021



Sales Tax Revenues

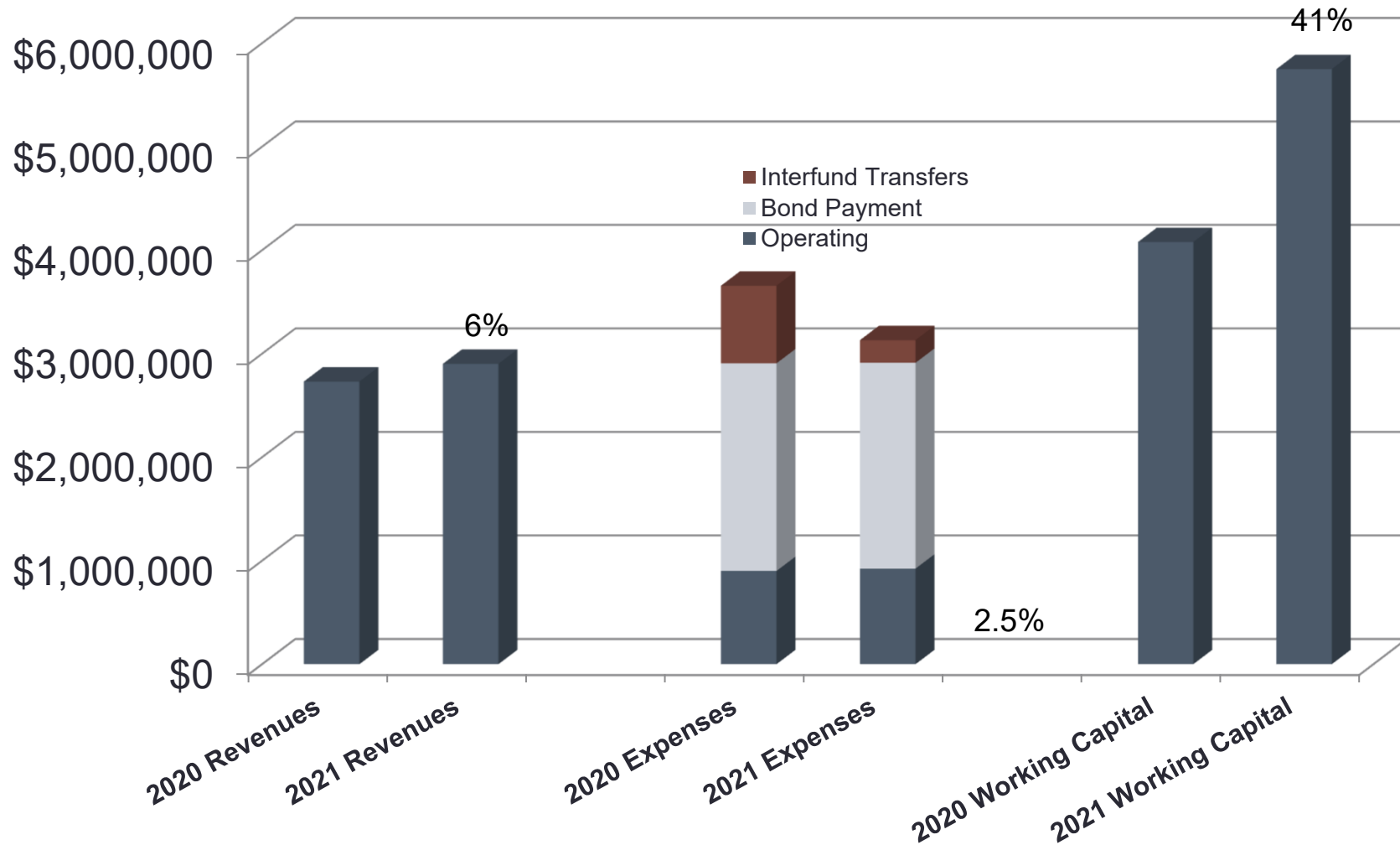
Budget vs. Actual

FY 2020-21

- Total sales tax receipts are 4.8% (\$97,978) over budget through December 2020

UTILITY FUND

Revenue & Expense Comparison (YTD)

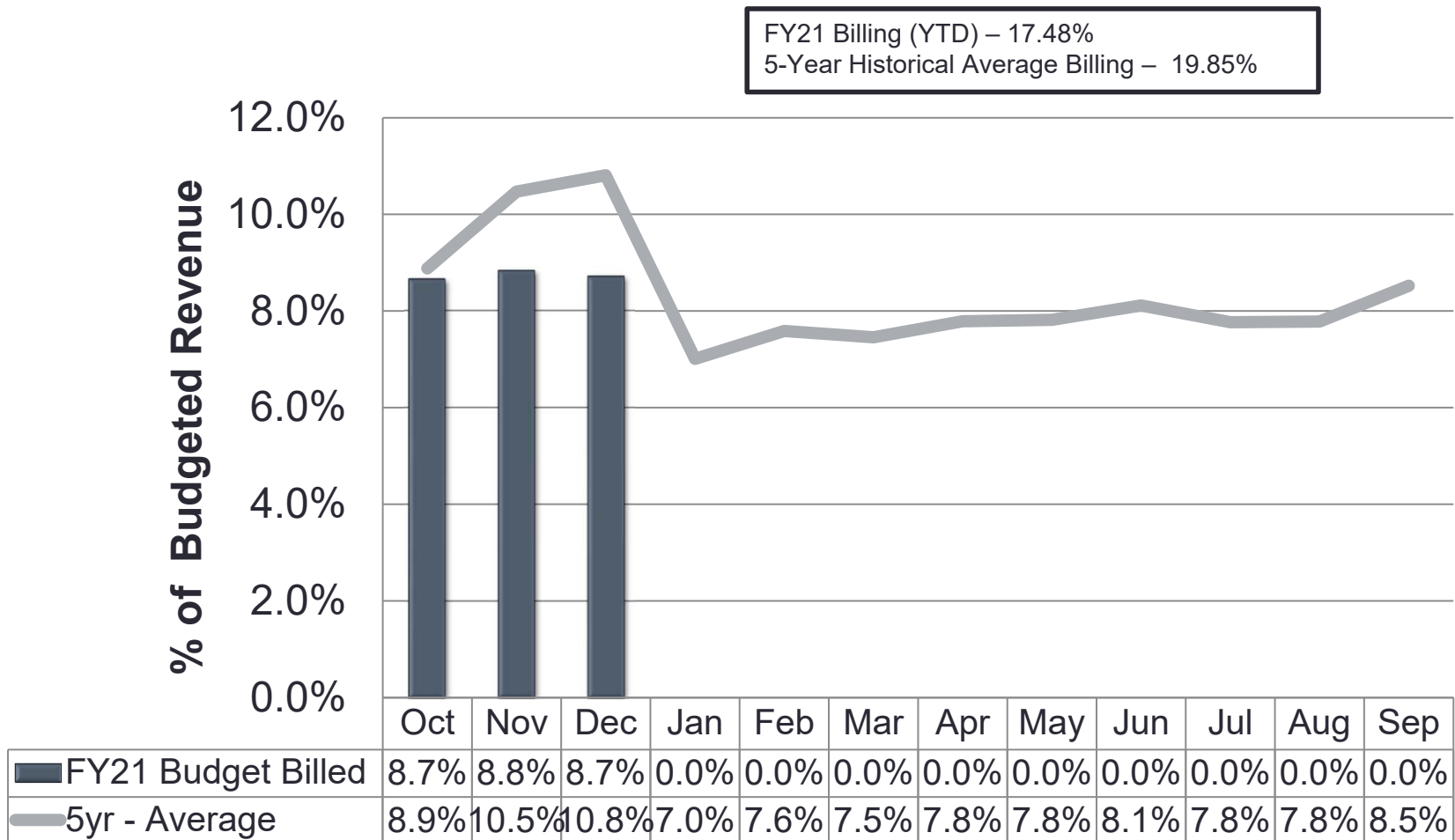


UTILITY FUND

Revenue & Expense Comparison (YTD)

- Total Utility Fund revenues are higher than the previous YTD (\$171,170). This is primarily a result of growth and the increase in the utility rates.
- Utility Fund **operating** exp are \$22,734 higher in comparison to previous year at 12/31/20 (i.e. salaries & wages, materials, supplies, and contractual services).
- Interfund Transfers represent funds transferred from the Utility Fund to the General Fund to reimburse the General Fund for the costs associated with providing administrative services - legal, human resource, finance, etc. - to the water and sewer operations. Also, interfund transfer to the Utility Projects Fund have increased due to funding of the Series 2019 and 2020 WSSR bonds.

% of FY21 Water & Sewer Revenue Budget Billed per Month



Line - 5 year history of the % of total annual billings per month.

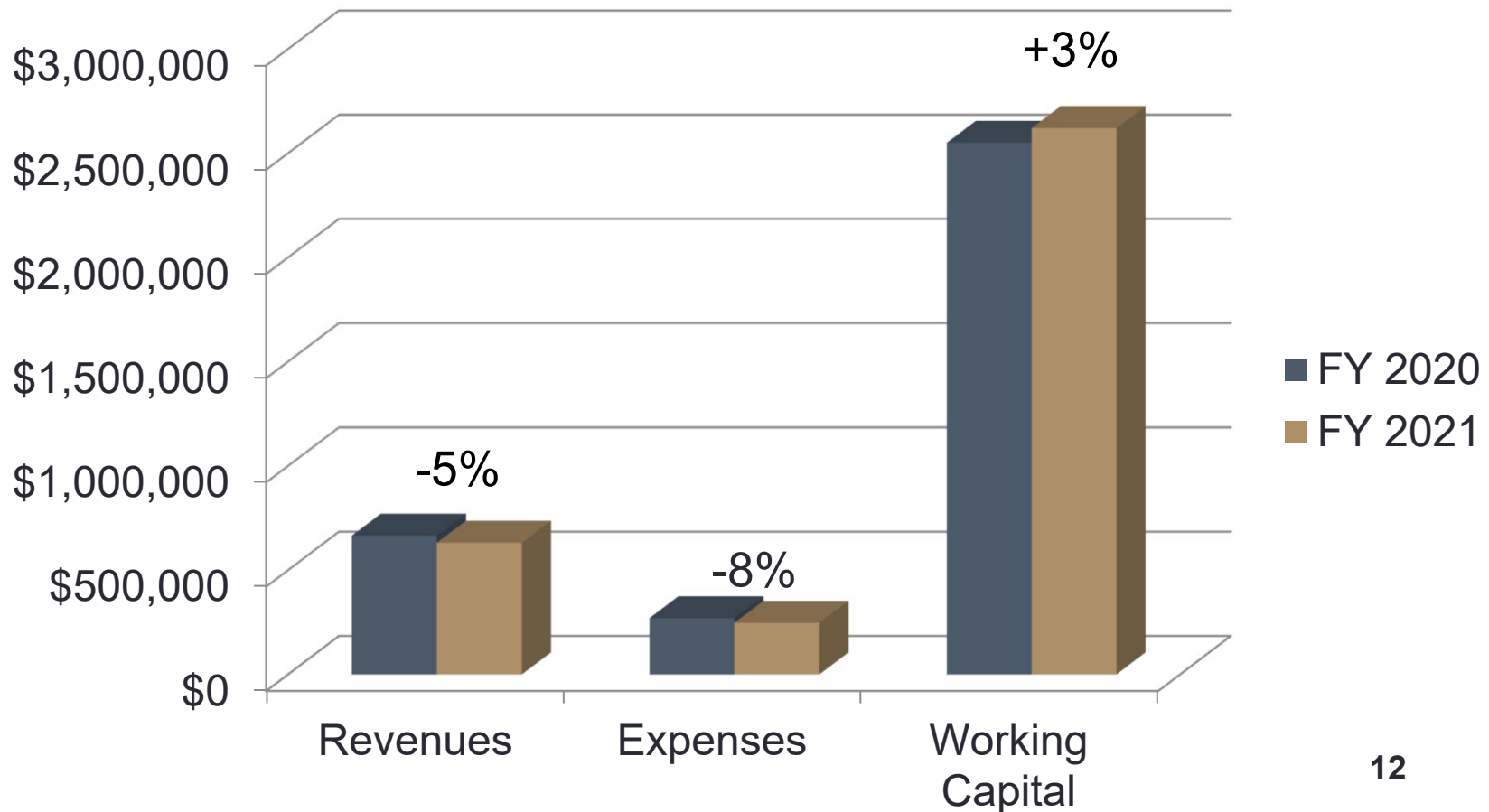
Bar - % of the Fiscal Year 2020-21 budgeted revenues billed per month.

% of FY21 Water & Sewer Revenue Budget Billed per Month

In December 2020, the city billed 8.7% of our water and wastewater revenue budget – less in comparison to the previous 5-year historical average for the month of December being 10.8%. Year to date, we have billed approximately 26% of our water and wastewater budget; which is less than our 5-year historical billing average through December of 30%.

Sanitation Fund

Revenue & Expense Comparison (YTD)



Sanitation Fund

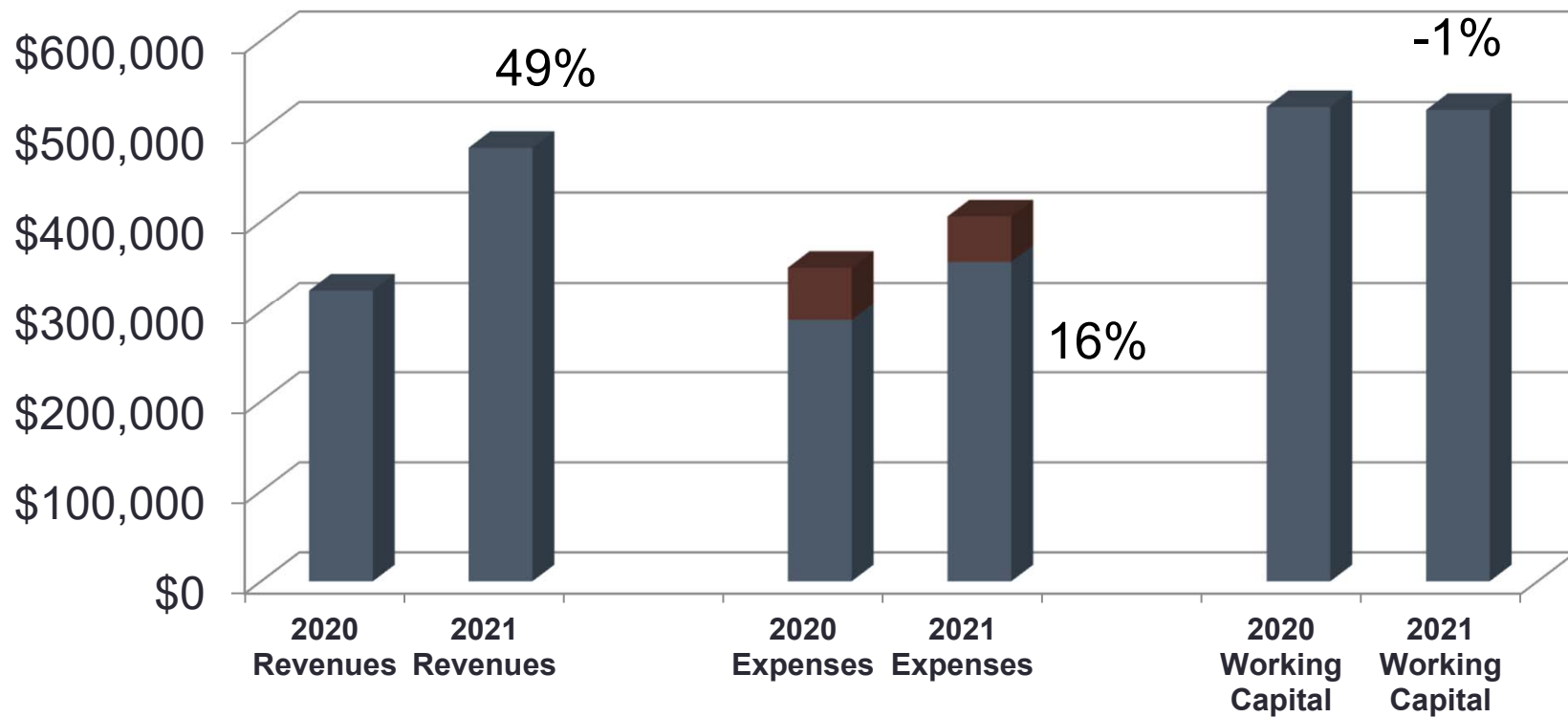
Revenue & Expense Comparison (YTD)

- December 2020 revenues are down 5% from previous YTD, and expenditures are down 8% in comparison to the previous YTD. Working Capital (net cash available for operations) through December 2020 is \$2.6M.

EMS Fund

Revenue & Expense Comparison (YTD)

■ Interfund Transfers
■ Operating



EMS Fund

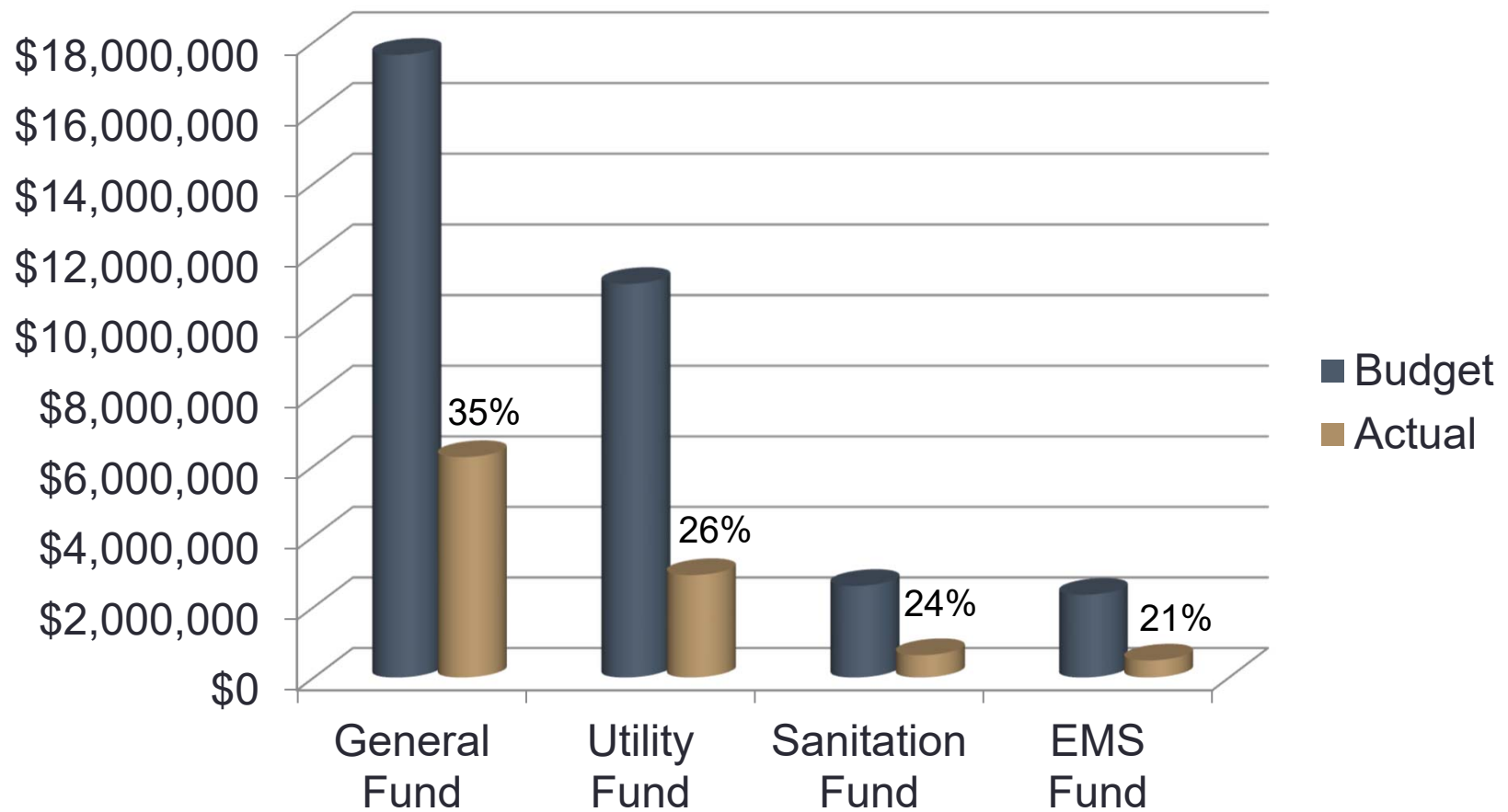
Revenue & Expense Comparison (YTD)

- EMS revenues through December 2020 are up 49% (\$157,724) from December 2019 YTD. Revenues are contingent on services provided as well as collections from our billing company. Medicaid and Medicare revenues are up \$9,556, or 19%, and the EMS utility fee is up 63% or \$53,793
- YTD operating expenditures are up \$70K (13%) from Dec FY20 YTD EMS operating expenditures.
- The YTD working capital (or net cash available for operations) is \$447K; 1% (\$104k) less than the previous YTD balance.

Operating Revenues

Budget vs. Actual

as of December 2020 (25% of FY)



Operating Revenues

Budget vs. Actual

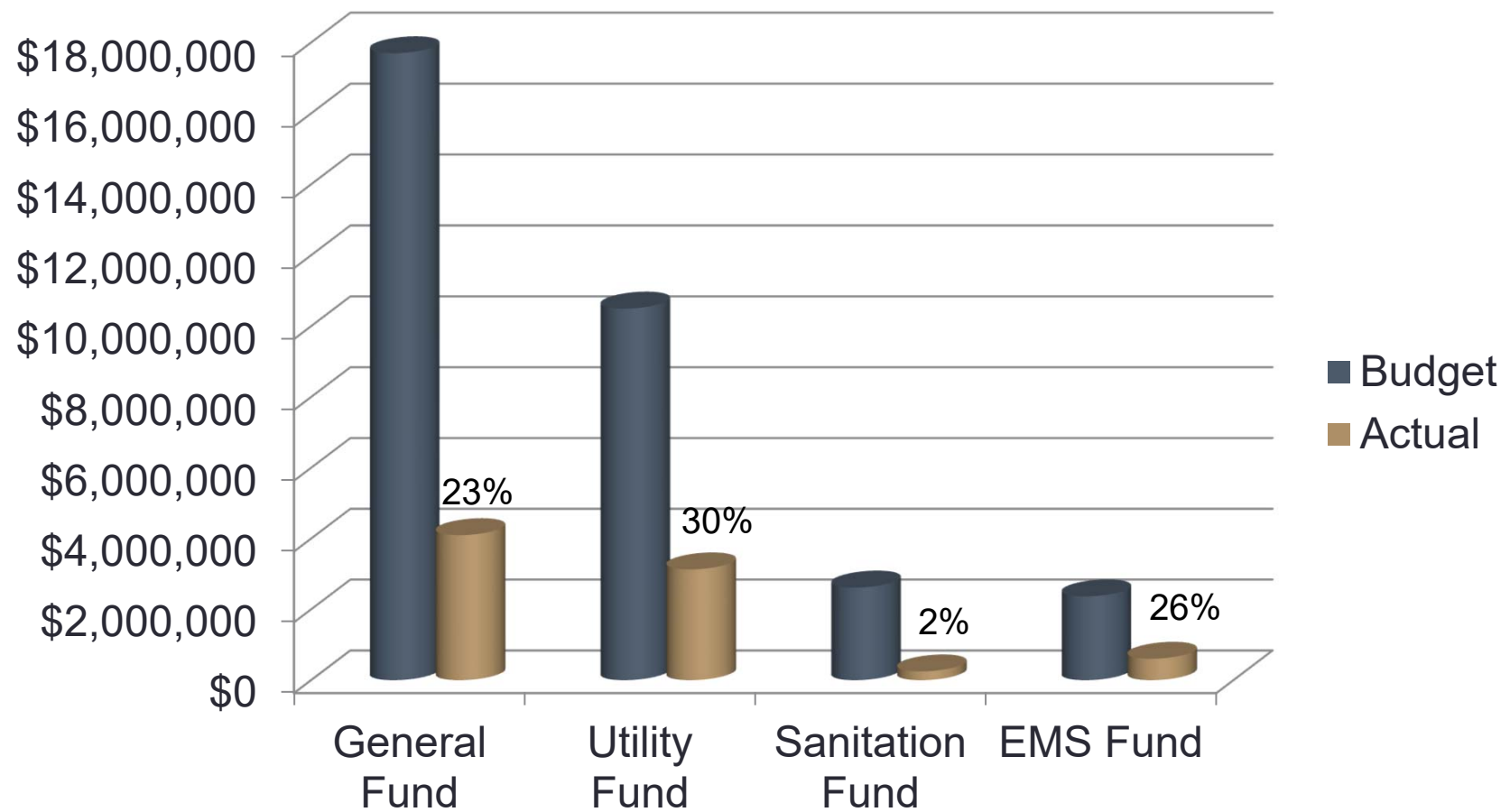
as of December 2020 (25% of FY)

- General Fund Revenues
 - Budget: \$17,633,231
 - Actual: \$6,246,838
 - 35%
- Utility Fund
 - Budget: \$11,150,667
 - Actual: \$2,901,719
 - 26%
- Sanitation Fund
 - Budget: \$2,593,910
 - Actual: \$631,761
 - 24%
- EMS Fund
 - Budget: \$2,343,400
 - Actual: \$481,512
 - 21%

Operating Expenditures

Budget vs. Actual

as of December 2020 (25% of FY)



Operating Expenditures

Budget vs. Actual

as of December 2020 (25% of FY)

- General Fund Exp
 - Budget: \$17,697,343
 - Actual: \$4,098,050
 - 23%
- Utility Fund
 - Budget: \$10,496,340
 - Actual: \$3,130,667
 - 30%
- Sanitation Fund
 - Budget: \$2,617,721
 - Actual: \$42,384
 - 2%
- EMS Fund
 - Budget: \$2,362,933
 - Actual: \$605,578
 - 26%



Cash and Investment Summary

Cash and Investments as of December 2020

FUNDS	BALANCE
GENERAL FUND	\$ 13,177,899
UTILITY FUND	12,321,803
SPECIAL REVENUE FUNDS (a)	2,098,436
TIRZ	1,106,704
CEMETERY FUND	714,382
SANITATION FUND	2,635,607
EMS FUND	345,826
CAPITAL PROJECTS (GOVERNMENTAL) (b)	21,351,574
CAPITAL PROJECTS (UTILITY) (c)	40,841,079
INTERNAL SERVICE FUNDS (d)	4,941,073
DEBT SERVICE	21,465
Total	\$ 99,555,850

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

CITY OF ALVIN

MAJOR FUNDS RECAP

Budget to Actual

For the period ending 12/31/2020

**General Fund
Hotel Tax Fund
Utility Fund
Sanitation Fund
EMS Fund
Sales Tax Fund
Fleet Maintenance Fund**



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2020

GENERAL FUND

REVENUES

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		This Year % CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
PROPERTY TAXES	3,657,197	3,777,587	3%	4,239,154	4,303,017	2%	9,830,405	5,527,388
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%	-	-	0%	469,584	469,584
SALES TAXES	239,748	227,936	-5%	714,104	717,612	0.5%	2,661,858	1,944,246
OTHER TAXES	-	-	0%	-	13,853	0%	50,000	36,147
FRANCHISE TAXES	233	-	-100%	392,361	351,909	-10%	1,270,000	918,091
PERMITS AND LICENSES	73,181	83,404	14%	203,757	208,869	3%	695,400	486,531
FINES AND FORFEITURES	39,348	23,698	-40%	133,466	82,573	-38%	557,000	474,427
OTHER INCOME	40,671	17,557	-57%	160,237	154,437	-4%	827,216	672,779
INTRAGOVERNMENTAL	105,022	138,190	32%	315,065	414,568	32%	1,271,768	857,200
TOTAL REVENUES	4,155,400	4,268,372	3%	6,158,144	6,246,838	1%	17,633,231	11,386,393

EXPENDITURES

CITY COUNCIL	3,809	7,490	97%	15,987	13,075	-18%	65,601	52,526
CITY SECRETARY	22,039	28,900	31%	64,259	69,795	9%	325,228	255,433
CITY ATTORNEY	22,839	21,669	-5%	63,195	64,457	2%	332,777	268,320
CITY MANAGER	24,593	25,513	4%	72,701	71,432	-2%	353,667	282,235
ECONOMIC DEVELOPMENTS	16,059	17,490	9%	48,770	48,192	-1%	244,478	196,286
FINANCE	35,129	35,987	2%	105,570	101,406	-4%	500,431	399,025
COURT	19,316	23,117	20%	56,265	62,139	10%	287,338	225,199
HUMAN RESOURCES	26,409	15,020	-43%	54,631	39,716	-27%	215,473	175,757
CITY HALL	9,426	4,828	-49%	26,020	18,196	-30%	102,951	84,755
POLICE	579,427	591,797	2%	1,730,485	1,717,195	-1%	7,968,327	6,251,132
HUMANE	34,656	42,480	23%	95,489	111,979	17%	547,873	435,894
FIRE	57,463	52,569	-9%	188,780	201,200	7%	1,111,787	910,587
EMERGENCY MGMT	4,705	4,989	6%	14,100	15,412	9%	82,839	67,427
ENGINEERING	60,328	80,738	34%	170,987	187,119	9%	1,006,140	819,021
CODE ENFORCEMENT	9,336	9,616	3%	27,981	27,060	-3%	127,724	100,664
PARKS AND RECREATION	187,488	187,240	0%	416,196	406,635	-2%	1,969,204	1,562,569
LIBRARY	3,147	3,859	23%	29,571	30,811	4%	103,579	72,768
NON-DEPARTMENTAL	205,329	139,429	-32%	947,817	912,231	-4%	2,351,926	1,439,695
TOTAL EXPENDITURES	1,321,498	1,292,731	-2%	4,128,804	4,098,050	-1%	17,697,343	13,599,293

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

2,029,340 2,148,788

BEGINNING FUND BALANCE

7,619,100 8,615,741

ENDING FUND BALANCE

9,648,440 10,764,529



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2020

HOTEL TAX FUND

REVENUES

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		This Year %	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
OCCUPANCY TAXES	12,724	4,726	-63%	77,657	60,437	-22%	235,000	174,563
RENTAL INCOME	-	375	100%		900	100%		
OTHER OPERATING INCOME	289	5	-98%	1,289	122	-91%	29,500	29,378
TOTAL REVENUES	13,013	5,106	-61%	78,946	61,459	-22%	264,500	203,941

EXPENDITURES

PERSONNEL	5,333	5,085	-5%	16,020	14,045	-12%	71,164	57,119
SUPPLIES	-	430	0%	14	573	3993%	24,000	23,427
CONTRACT SERVICES	2,454	31,460	1182%	44,067	74,712	70%	226,524	151,812
CAPITAL OUTLAY	-	-	0%	(7,545)	-	0%	2,500	2,500
DEBT SERVICE	-	-	0%	7,543	6,683	0%	7,275	592
INTERFUND TRANSFERS	1,748	2,214	27%	5,243	6,642	27%	26,566	19,924
TOTAL EXPENDITURES	9,535	39,189	82%	65,342	102,655	57%	358,029	255,374

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

13,604 (41,196)

BEGINNING FUND BALANCE

645,984 481,490

ENDING FUND BALANCE

659,588 440,294



CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 12/31/2020

UTILITY FUND

REVENUES

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>This Year %</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	907,843	946,344	4%	2,575,280	2,846,985	11%	10,741,607	7,894,622
OTHER OPERATING INCOME	28,189	19,391	-31%	155,269	54,734	-65%	409,060	354,326
TOTAL REVENUES	936,032	965,735	3%	2,730,549	2,901,719	6%	11,150,667	8,248,948

EXPENDITURES

WATER	139,306	102,435	-26%	247,756	222,290	-10%	1,158,994	936,704
SEWER	76,773	55,862	-27%	155,211	139,808	-10%	923,628	783,820
WASTEWATER TREATMENT	54,834	94,172	72%	160,404	245,624	53%	874,771	629,147
ADMINISTRATION	35,429	24,458	-31%	90,289	68,131	-25%	381,848	313,717
BILLING AND COLLECTIONS	31,186	26,968	-14%	69,346	71,318	3%	415,315	343,997
PUBLIC SERVICES FACILITY	5,004	4,115	-18%	11,747	13,297	13%	79,142	65,845
CODE ENFORCEMENT PROGRAM	9,707	6,213	-36%	28,664	19,568	-32%	91,119	71,551
CONTRACT SERVICES	32,365	34,917	0%	137,433	143,548	4%	570,094	426,546
TOTAL OPERATING EXPENDITURES	384,604	349,140	-9%	900,850	923,584	3%	4,494,910	3,571,326
DEBT SERVICE PRINCIPAL & INT.	-	-	0%	2,005,832	1,988,296	-1%	4,278,263	2,289,967
INTERFUND TRANSFERS	67,859	67,937	0%	749,366	218,787	-71%	1,723,167	1,504,380
TOTAL EXPENDITURES	452,463	417,077	-8%	3,656,048	3,130,667	-14%	10,496,340	5,861,293

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

(925,499) (228,948)

BEGINNING NET OPERATING ASSETS

5,487,235 6,522,620

ENDING NET OPERATING ASSETS

4,561,736 6,293,672



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/20

	<u>CURRENT MONTH</u>		<u>%</u>	<u>YEAR TO DATE</u>			<u>This Year %</u>	<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>CHANGE</u>	<u>BUDGET</u>	<u>BALANCE</u>
SANITATION FUND									
<u>REVENUES</u>									
CHARGES FOR SERVICES	220,425	210,785	-4%	665,583	631,236		-5%	2,573,910	1,942,674
OTHER OPERATING INCOME	2,265	162	-93%	5,924	525		-91%	20,000	19,475
TOTAL REVENUES	222,690	210,947	-5%	671,507	631,761		-6%	2,593,910	1,962,149
<u>EXPENDITURES</u>									
CONTRACT SERVICES	212,034	192,097	0%	219,241	195,098		-11%	2,369,585	2,174,487
INTERFUND TRANSFERS	12,911	13,045	1%	39,405	42,596		8%	237,430	194,834
DEBT SERVICE	-	-	0%	11,100	9,833		0%	10,706	873
TOTAL EXPENDITURES	224,945	205,142	-9%	269,746	247,527		-8%	2,617,721	2,174,487
EXCESS (DEFICIENCY) OF									
REVENUES OVER EXPENDITURES				401,761	384,234				
BEGINNING NET OPERATING ASSETS									
				2,148,086	2,236,010				
ENDING NET OPERATING ASSETS									
			\$	2,549,847	\$ 2,620,245				



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/20

EMS FUND

REVENUES

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		This Year %	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
Hillcrest EMS/Fire Service	-	3,600	0%	10,500	-	0%	14,400	14,400
Emergency Service District	-	-	0%	92,250	92,250	0%	369,000	276,750
Medicaid	2,892	1,388	-52%	4,025	4,363	8%	32,000	27,637
Medicare	26,618	31,129	17%	49,772	59,328	19%	300,000	240,672
Service Charges - Intermedix	63,532	54,030	-15%	79,831	186,362	133%	800,000	613,638
EMS Utility Fee	48,978	69,510	42%	85,247	139,040	63%	816,000	676,960
Other Operating Income	8,752	107	-99%	2,162	168	-92%	12,000	11,832
TOTAL REVENUES	150,772	159,764	6%	323,788	481,512	49%	2,343,400	1,861,888

Personnel	110,990	130,088	17%	325,206	342,961	5%	1,457,142	1,114,181
Supplies	21,890	21,161	-3%	43,595	44,374	2%	215,106	170,732
Contract Services	24,563	23,532	-4%	74,773	136,089	82%	387,004	250,915
Debt Service	-	-	0%	4,304	6,844	0%	7,649	805
Interfund Transfers	29,342	25,103	-14%	88,029	75,310	-14%	301,238	225,928
OPERATING EXPENDITURES	186,785	199,884	7%	535,907	605,578	13%	2,368,139	1,762,561

CAPITAL OUTLAY (NON RECURRING)	-	-		-	-		-	-
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TOTAL EXPENDITURES	186,785	199,884	7%	535,907	605,578	13%	2,368,139	1,762,561
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EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				(212,120)	(124,066)			
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BEGINNING WORKING CAPITAL				551,803	447,420			
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ENDING WORKING CAPITAL				339,683	323,354			
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CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/20

	<u>CURRENT MONTH</u>		<u>%</u>	<u>YEAR TO DATE</u>		<u>This Year %</u>	<u>CURRENT</u>	<u>BUDGET</u>
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
SALES TAX FUND								
<u>REVENUES</u>								
SALES TAX REVENUES	479,353	455,020	-5%	1,427,780	1,434,079	0%	5,298,803	3,864,724
OTHER OPERATING INCOME	4,869	172	-96%	15,148	2,720	-82%	50,000	47,280
TOTAL REVENUES	484,222	455,192	-6%	1,442,928	1,436,799	0%	5,348,803	3,912,004
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	52,477	69,329	32%	156,248	187,142	20%	1,015,288	828,146
PERSONNEL (CODE ENFORCEMENT)	1,622	1,693	4%	4,832	4,728	-2%	21,951	17,223
SUPPLIES	16,316	12,572	-23%	73,161	24,219	-67%	227,200	202,981
CONTRACT SERVICES	74,833	52,557	-30%	158,178	171,064	8%	1,250,581	1,079,517
CAPITAL OUTLAY (CIP)	275,171	63,214	-77%	161,358	78,712	0%	3,506,613	3,427,901
INTERFUND TRANSFERS	57,919	75,753	31%	180,700	264,924	47%	812,010	547,086
TOTAL EXPENDITURES	478,338	275,118	-42%	734,477	730,789	-1%	6,833,643	6,102,854
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					706,010			
BEGINNING FUND BALANCE					6,152,354			
ENDING FUND BALANCE					6,858,364			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/20

Fleet Maintenance Fund

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>				
	LAST YEAR	THIS YEAR	%	LAST YEAR	THIS YEAR	CHANGE	CURRENT BUDGET	BUDGET BALANCE
INTRA GOVERNMENTAL TRANSFERS	60,248	63,741	6%	180,743	191,222	6%	764,890	573,668
OTHER OPERATING INCOME	161	(12,710)	-7994%	10,899	10,188	-7%	-	(10,188)
TOTAL REVENUES	60,409	51,031	18%	191,642	201,410	5%	764,890	563,480

EXPENDITURES

PERSONNEL	9,689	13,224	36%	28,476	36,934	30%	176,485	139,551
SUPPLIES	6,565	5,913	-10%	19,727	19,895	1%	168,810	148,915
CONTRACT SERVICES	33,119	22,886	-31%	115,678	132,989	15%	409,383	276,394
INTERFUND TRANSFERS	2,258	2,709	20%	6,775	8,128	20%	32,511	25,736
TOTAL EXPENDITURES	51,631	44,732	-13%	170,656	197,946	16%	787,189	590,596

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

3,464

BEGINNING OPERATING ASSETS

626,332

ENDING OPERATING ASSETS

629,796



City of Alvin
Quarterly Investment Report
12/31/20

City of Alvin
Investment Report Commentary
For the Quarter Ended December 31, 2020

The City of Alvin's investment portfolio at December 31, 2020, increased during the quarter by \$18.2 million, going from **\$83.2 million** at September 30, 2020 to **\$101.6 million**. The City began to receive property taxes in December and there was a bond sale which caused the majority of the portfolio balance to increase. The portfolio consists of \$74.6 million invested in the Local Government Investment Pools, \$500,000 in Certificates of Deposits, and \$26.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was **\$33,085**. During the previous quarter, total interest was **\$48,258**. The yield rate decreased during the quarter causing interest earned to decrease. We expect the portfolio value to increase during the next quarter as property tax collections will continue in January.

The City of Alvin earned a Weighted Average Yield-to-Maturity (WAM) rate of **.35%** during the current quarter. The market benchmark rate that is used as a comparison is the 90-day T-Bill which was **.09%** for the quarter. The City's yield was 26 basis points higher than the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **.42%** and the 90-day T-Bill average was **.10%**, or 32 basis points more than the T-Bill rate.

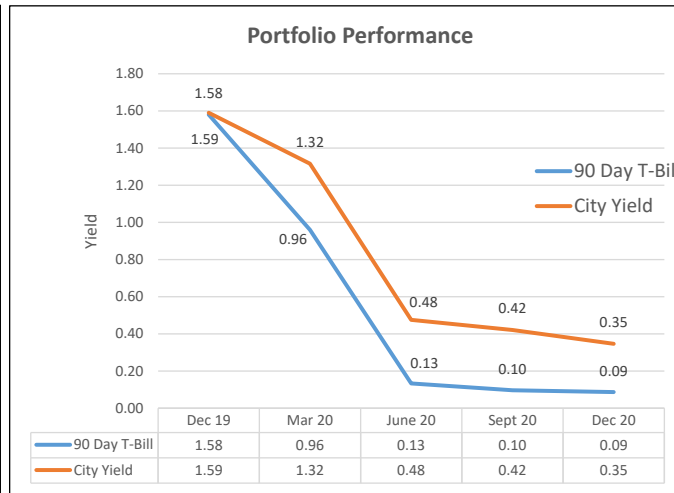
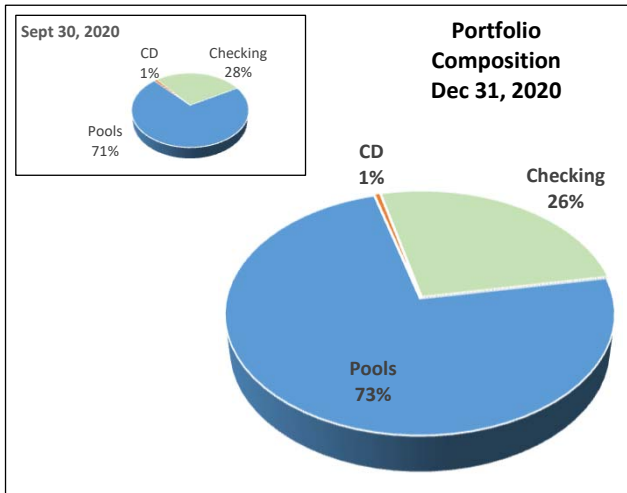
The overall Weighted Average Maturity (WAM in days) was **2.6 days** during the quarter, compared to **3.3 days** in the previous quarter. The WAM days are very low because 99% of the portfolio is invested in the 1 day maturities, primarily investment pools. The decrease in the WAM during this quarter was due to an increase in cash in the bank and the pools which are at the 1 day maturity level. The City's maximum allowable maturity days varies on the type of investment which can range from 30 days to 3 years.

As mentioned above, the City's benchmark rate at December 31, 2020, is the 90-day T-Bill, which was **.09%** average for the quarter. The rate a year ago at December 31, 2019, was 1.58%. According to the Textstar's December 2020 performance report, "With new cases surging and only a small number of the global population vaccinated (e.g. 1.4% of the U.S. population at time of writing), we expect U.S. growth to average 3.5% annualized in the fourth quarter of 2020 and also the first half of 2021. 2021 will begin with a renewed conviction that the economic recovery is robust. As the year progresses, we expect growth to broaden out and "left behind" sectors like travel and leisure to show new signs of life – particularly as vaccine rollouts extend to the wider population. Certainly, the distortions to the labor market and to Main Street will take some time to heal, but in our view the extent of permanent scarring is surprisingly contained, leaving the supply side of the economy mostly intact."

The City of Alvin Finance Department will continue to monitor the market and the rates looking for the best options to increase our investment earnings, while remaining in a safe position. In addition, we plan to monitor our bank depository balances more closely as the earnings rate for the bank account is currently at **.25%**.

**City of Alvin
Investment Portfolio
December 31, 2020**

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	Sept 30, 2020		Net Purchases & Disb During Qtr	Dec 31, 2020		Interest Earned During Qtr
						Book Value	Market Value		Book Value	Market Value	
Bank Depository/Demand Accounts			open	1	1.000%	22,942,490	22,942,490	3,496,811	26,439,301	26,439,301	13,020
Cert of Deposit - BMW Bank North Am.	05580AWS9	6/26/2020	6/27/2022	543	0.250%	249,000	249,522	-	249,000	249,636	312
Cert of Deposit - First Bank NC	31931TGF6	3/31/2020	12/31/2020	0	1.100%	248,000	248,654	(248,000)	-	-	232
Cert of Deposit - Wells Fargo	949763S56	1/29/2020	10/29/2020	0	1.700%	250,000	250,332	(250,000)	-	-	349
Cert of Deposit - NY Community Bank	649447UC1	11/9/2020	11/9/2022	678	0.200%				250,000	250,485	123
Investment Pool - Texstar			open	1	0.092%	42,637,085	42,637,085	(4,160,373)	38,476,712	38,476,712	9,628
Investment Pool - Texas Class			open	1	0.155%	7,467,141	7,467,141	16,308,089	23,775,231	23,775,231	5,775
Investment Pool - Texas Class (Gov't)			open	1	0.112%			3,001,037	3,001,037	3,001,037	1,037
Investment Pool - Texpool			open	1	0.116%	8,428,082	8,428,082	2,331	8,430,413	8,430,413	2,331
Investment Pool - Texpool (TIRZ#2)			open	1	0.116%	951,950	951,950	278	952,228	952,228	278
						\$83,173,748	\$83,175,255	\$18,150,174	\$101,573,922	\$101,575,042	\$33,085



	9/30/2020	12/31/2020
Book Value	83,173,748	101,573,922
Market Value	83,175,255	101,575,042
Change in MV		\$18,399,787
Weighted Avg Maturity (days)	3.3	2.6
Weighted Avg YTM	0.42%	0.35%
Avg Yield of 90 day T-Bill	0.10%	0.09%
Accrued Interest @ 12/31/20		\$277

Michael Higgins
Director of Administrative Services



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider awarding a bid award to Napco Chemical Company for the purchase of Polyphosphate for one (1) year with an option to continue for one (1) additional year at the same price and conditions.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Polyphosphate is used at water wells to help prevent corrosion and natural iron staining contained in groundwater. This product reduces the amount of brown water calls due to the iron in groundwater. If the City discontinued use of this product, other byproducts of the naturally occurring iron could result in permit violations. On December 22, 2020, bids were opened, and Napco Chemical Company was the lowest bidder at \$6.68 per gallon.

Staff recommends awarding the bid to Napco Chemical Company as the vendor to provide polyphosphate.

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

Funding Account: 211-6001-00-2425 **Amount:** \$30,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/14/2021 SLH

Supporting documents attached:

- Bid tabulation

Recommendation: Move to award to Napco Chemical Company for the purchase of Polyphosphate for (1) year with an option to continue for an additional year at the same price and conditions.

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

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

**CITY OF ALVIN BID TABULATION
POLYPHOSPHATE
B-21-07**

DATE OF BID OPENING TUESDAY, DECEMBER 22, 2020 2:15PM	BIDDER'S NAME	Napco Chemical	Anomtech Services, LLC	Shannon Corporation	Commercial Chemical Products, Inc. dba Purify
		PO Box 1239	14090 Southwest Fwy, Ste 300	PO Box 376	1707 Townhurst Drive
		Spring, Texas 77388	Sugarland, Texas 77478	Malvern, PA 19355	Houston, Texas 77043
	QUOTED BY	Jay Judge	Peter Anomneze	Daniel C Flynn	Alan Falik
	CONTACT	Jay Judge	Peter Anomneze	Daniel C Flynn	Alan Falik
	TELEPHONE	281-651-6800	713-304-0336	610-363-9090	800-858-7665
	FAX	281-651-6868	281-762-7295	610-524-6050	832-3795184
BID PRICE		\$6.68/gallon	\$6.94/gallon	\$7.73/gallon	\$8.25/gallon
DELIVERY TIME		2 business days	48 hours	1-3 days	2 business days



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Administrative Services

Contact: Michael Higgins, Dir. of Admin Services

Agenda Item: Discuss and consider Ordinance 21-A, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☒ Other

Summary: Each fiscal year, the City amends the budget twice. A mid-fiscal year City budget amendment is needed to appropriate any prior year budget surplus to fund new capital items. Later in the fall (fiscal year-end), the City amends the budget to appropriate or adjust (authorized/approved) revenues and/or expenditures which occurred during the year that were not originally budgeted, as staff has more definite revenue and cost information at year-end.

FY20 has ended, and staff needs to make budget adjustments as a way to put the final FY20 budget in line with actual (approved and/or authorized) revenues and expenditures for financial reporting purposes. Per the City's auditor's recommendation, the City should do a batch budget amendment at the end of the fiscal year to capture expenditures and/or revenues from the year that require a budget amendment.

Staff recommends approval of Ordinance 21-A.

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:** 1/12/2021 SLH

Supporting documents attached:

- Ordinance 21-A
- Exhibit A – Detail by Account

Recommendation: Move to approve Ordinance 21-A, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A."

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE NO. 21-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN ORDINANCE NO. 19-W, PASSED AND APPROVED SEPTEMBER 19, 2019, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2019-20; FOR THE PURPOSE OF AMENDING THE MID-YEAR BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2019-20 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

PASSED and APPROVED on first reading on the 21st day of January 2021.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A
End of Year Budget Adjustments

Account No.	Account Description	Budget Adjustment	Explanation
Disaster Fund			
<i>Revenues</i>			
100-401010	Grant Proceeds	417,396.99	FEMA Proceeds
<i>Expenditures</i>			
100-5001-11-3100	Contract Services	21,513.60	Hurricane Laura Expenditures
100-9003-00-1005	Overtime	49,442.62	Hurricane Laura Expenditures
100-9003-00-1009	TMRS	8,484.45	Hurricane Laura Expenditures
100-9003-00-1011	FICA	3,572.97	Hurricane Laura Expenditures
100-9003-00-1015	457 Deferred Comepsnation	192.72	Hurricane Laura Expenditures
100-9003-00-2125	General Supplies	22,052.13	Hurricane Laura Expenditures
COVID Disaster Fund			
<i>Revenues</i>			
102-401010	Grant Proceeds	333,975.41	Funds from Tx Department of Emergency MGMT (COVID)
102-404000	Interest Income	142.05	Interest
<i>Expenditures</i>			
102-9001-00-1001	Salaries	21,495.79	COVID Disaster expenditures
102-9001-00-1005	Overtime	11,405.69	COVID Disaster expenditures
102-9001-00-1009	TMRS	5,042.70	COVID Disaster expenditures
102-9001-00-1011	FICA	2,193.23	COVID Disaster expenditures
102-9001-00-1015	457 Deferred Compensation	107.18	COVID Disaster expenditures
102-9001-00-2125	General Supplies	28,287.58	COVID Disaster expenditures
102-9001-00-2175	Janitorial Supplies	6,845.28	COVID Disaster expenditures
102-9001-00-2200	Foods	637.16	COVID Disaster expenditures
102-9001-00-2225	Medical Supplies	7,050.79	COVID Disaster expenditures
102-9001-00-2300	Vehicle & Equipment Supplies	511.35	COVID Disaster expenditures
102-9001-00-2301	Motor Vehicle Fuel	96.91	COVID Disaster expenditures
102-9001-00-3100	Contract Services	16,237.15	COVID Disaster expenditures (Temp EMS Building)
General Fund			
<i>Expenditures</i>			
111-3501-00-1005	Overtime	70,000.00	Overtime expenses due to modified work schedule/Black Lives Matter March coverage
111-7001-01-3270	Building & Grounds Maintenance	5,100.00	Install new Trane Condensing unit
111-9001-00-7125	Transfer to Debt Service Fund	11,235.87	To cover debt expenditures
111-5001-17-8216	Reimbursement from Utility Fund	(36,569.12)	To reimburse Engineering Dept for engineering services provided to the Utility Department
Special Investigation Fund			
<i>Revenue</i>			
123-401030	Bulletproof Vest Program	5,099.70	Grant Proceeds for police department
<i>Expenditures</i>			
123-3501-07-3300	Special Investigation	1,436.71	Headset/Adapter repairs (partial cost)
123-3501-16-2125	General Supplies	2,566.07	Headset/Adapter repairs (partial cost)
Building Security Fund			
<i>Expenditures</i>			
124-2502-00-1009	TMRS	1,073.34	TMRS expense for B. Trent (court)
124-2502-00-4100	Building & Property	32,001.00	Bulletproof glass installation/paneling (partial cost) approved by City Council in FY19 budget
Tree Preservation Fund			
<i>Revenues</i>			
127-409144	Tree Preservation Revenue	101,857.50	Record receipt of tree preservation revenue rec'd in FY20 as required per Section 15-115 of the Code of Ordinance
Utility Debt Obligation Fund			
<i>Expenditures</i>			
209-4002-00-5003	Agents Fees	315.00	Agents Fees related to Bond Issuances
Impact Fees Fund			
<i>Revenues</i>			
210-401503	Impact Fee Revenue	426,187.00	to record impact fee revenue collected in FY20
210-401505	Capital Recovery Cost- Martha's Vineyard	62,500.00	receipt of capital recovery cost per Martha's Vineyard utility service agreement
Utility Fund			
<i>Expenditures</i>			
211-9002-00-7100	Transfer to General Fund	36,569.12	To reimburse Engineering Dept for engineering services provided to the Utility Department
EMS Fund			
<i>Revenues</i>			
213-401010	Grant Proceeds	35,148.56	EMPG/Tx Divisionof Emergency MGMT/ Southeast Tx Regional Council
213-409075	Misc. Income	87,851.92	Texas Comptroller of Public Accounts/Medicaid-Medicare Supplement
<i>Expenditures</i>			
213-3503-00-1005	Overtime	72,000.00	Overtime expenses due to modified work schedule/Black Lives Matter March coverage
Utility Projects Fund			
<i>Revenue</i>			
220-401010	Grant Proceeds	25,204.53	To record receipt of funds from the General Land Office Grant
<i>Expenditures</i>			
220-6002-00-3100	Contract Services	197,670.00	Emergency Repair- 33" Sanitary Sewer approved by City Council on 4/16/20
220-6003-00-4150	Machinery & Equipment	19,377.00	Replace transfer switch on generator
Series 2015 W&S CO's			
<i>Revenues</i>			
235-404000	Interest Income	61,913.31	Record investment income in excess of budget
<i>Expenditures</i>			
235-9001-00-7107	Transfer to Utility Projects Fund	94,461.00	Reimburse Utility projects fund for expenditures related to an Emerg Sewer Line Repair (1462) as well as purchase of tractor.

Series 2018 Utility Bond Fund*Revenues*

236-404000	Interest Income	50,056.83	Record investment income in excess of budget
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Series 2019, WSSR*Revenues*

237-404000	Interest Income	142,863.13	Record investment income in excess of budget
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General Projects Fund*Expenditures*

311-1006-14-4150	Machinery & Equipment	3,020.00	Video Camera approved by City Council 7/16/20
311-2504-00-4150	Machinery & Equipment	18,375.00	Video Cameras for City Hall approved by City Council 7/16/20
311-3501-18-4150	Machinery & Equipment	7,850.00	Video Cameras for Animal Shelter approved by City Council 7/16/20
311-3502-00-4110	Land	65,412.73	Add'l property adjacent to new Fire/EMS Station approved by City Council 10/3/2019
311-6006-00-4150	Machinery & Equipment	18,250.00	PSF Video Cameras approved by City Council 7/16/20
311-7001-00-4150	Machinery & Equipment	31,710.00	Parks Video Cameras approved by City Council 7/16/20
311-7001-02-3100	Contract Services	32,000.00	Transfer budget for shuttle bus from 311-7001-02-4250 per year end auditor's adjusting entry.
311-7001-02-4250	Capital Outlay	(32,000.00)	Transfer budget for shuttle bus to 311-7001-02-3100 per year end auditor's adjusting entry.
311-7001-02-4150	Machinery & Equipment	20,740.00	Video Cameras approved by City Council 7/16/20
311-9001-00-7122	Transfer to Fund 318	1,217,035.08	Journal entry adjustment to reflect Fire/EMS expenditures budgeted in the General Projects Fund

Sales Tax Fund (312)*Expenditures*

312-6007-00-1001	Salaries	221.83	Code Enforcement salary expenditures
312-6007-00-1009	TMRS	141.24	Code Enforcement salary expenditures
312-6007-00-1017	Equipment Allowance	497.25	Code Enforcement salary expenditures

Series 2006 A&C CO's*Expenditures*

313-7001-00-2125	General Supplies	15,263.08	Lions/Praire Dog/Ruben Adame Park Improvements
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Series 2019, Tax & Rev CO's (318)*Revenues*

318-404000	Interest Income	139,085.70	Record investment income in excess of budget
318-406319	Transfer from Fund 311	1,217,035.08	Journal entry adjustment to reflect Fire/EMS expenditures budgeted in the General Projects Fund

Expenditures

318-3502-00-4110	Land	135,000.00	Purchase 9Ft of Detention approved by Council 11/7/19
318-3502-00-4250	Motor Vehicles	1,424,686.00	Aerial Fire Truck approved by Council 3/5/20
318-3502-00-9085	Fire & EMS Construction	6,935,669.62	Construction expenses on new Fire/EMS Station on South Street- contract awarded by Council on 11/7/19

Series 2020, Tax & Reve CO's (319)*Revenue*

319-404000	Interest Income	1,341.10	Record investment income in excess of budget
319-408000	Bond Proceeds	5,500,000.00	Bond Proceeds authorized by Council on 6/6/19

Sidewalk Fund (320)*Revenues*

320-409143	Sidewalk Revenue	10,000.51	To record receipt of sidewalk revenue as required in Sec 21-42 of the City's Code of Ordinances
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Debt Service Fund*Revenues*

411-406111	Transfer from General Fund	11,235.87	To cover debt expenditures
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Cemetery Fund (511)*Revenues*

511-402125	Sale of Cemetery Lots	52,700.00	To record receipt of funds from sale of cemetery lots that exceeded the budget
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Donation Fund (512)*Revenues*

512-409522	Misc. Donations	19,670.82	Misc. donations received in FY20
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Expenditures

512-1007-00-2450	Botany Supplies	230.00	Trees purchased from Barbers Nursery
512-3501-18-3100	Contract Services	13,575.24	Paid sponsored sterilizations

ISF- Fleet Maintenance*Expenditures*

611-8001-00-3510	Vehicle Repairs	67,255.58	Vehicle repairs exceeded budget due to \$51,677 repair cost for Dump Truck. A driver ran a red light and damaged the City's dump truck.
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ISF- Vehicle Replacement*Revenues*

612-404000	Interest Income	16,351.26	Record investment income in excess of budget
612-409000	Insurance Claim Recovery	1,732.61	Liability insurance reimbursements

Expenditures

612-8002-00-2300	Vehicle & Equipment Supplies	6,831.82	Grooming mower for Parks Department
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AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: IT Support & Maint. Division

Contact: Paul Salvo, IT Manager

Agenda Item: Discuss and consider the purchase and installation of Information Technology Infrastructure Switch Refresh equipment from TIPS/DataVox in an amount not to exceed \$90,733.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: DataVox, Aruba and City of Alvin have worked together since August 2020 to determine an equipment list to replace the existing legacy Cisco switches across City of Alvin's facilities. Aruba is the manufacturer of the switches and DataVox is the installer of the equipment.

Network switchers are key building blocks for any network. They connect multiple devices, such as computers, phones, and servers on the same network within a building or campus. A switch enables connected devices to share information and talk to each other. These devices are critical in the management, efficiency, and security of a computer network.

The locations of the existing switches are at the police station, city hall, public services facility, the animal adoption center, and the senior center – with network switches to be installed at the new Fire/EMS station.

The expected life of a network switch is five (5) to seven (7) years. The majority of our existing switches have exceeded or have reached the end of their expected life. If new network switches are not purchased, the existing switches will continue to function, but at an inefficient speed. In addition, there will be limitations on security updates, resulting in an increased risk for security breaches. It is also expected that the police department will be required to change their OSSI platform – a computer aided dispatch, records management and mobile computer system consortium administered by League City and serving the law enforcement, fire, EMS and emergency communications of Alvin, Deer Park, League City, Nassau Bay, Webster, and Galveston. As a result, new network switches will be needed to meet the demands of the new OSSI platform. Lastly, the major driving factor for new switches is the new Fire/EMS station, which will need multiple network switches for their network connectivity.

Funds have been allocated in the 2019 CO bond fund for the Fire/EMS portion and the IT Replacement Fund for the other locations.

Staff recommends the purchase and upgrade of network switches.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐
614-2506-00-4150

Funding Account: 318-3502-00-9085 **Amount:** \$90,732.82 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 1/12/2021 SLH

Supporting documents attached:

- Exhibit A - Quote from DataVox for equipment & installation
- Exhibit B - Sample picture of a network switch.
- Exhibit C – Network switch product overview

Recommendation: Move to approve the purchase and installation of Information Technology Infrastructure Switch Refresh equipment from TIPS/DataVox in an amount not to exceed \$90,733.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

Scope of Work

Prepared for: City of Alvin

Presented on: 1/6/2021

Version

Quote # DVXQ17349





Quote # DVXQ17349

City of Alvin SOW

Revision History

Revision	Date	Name	Description of Change
1.0	September 22, 2020	Andrew Ferguson	Initial Draft
2.0	January 6, 2021	Andrew Ferguson	Combined the bill of materials and SoW

Date: January 6, 2021 Technical validation provided by Andrew Ferguson

Quote file name: DVXQ17349_City_of_Alvin_Switch_Upgrade

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**City of Alvin SOW**

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**City of Alvin SOW**

1.0 Executive Summary

This Scope of Work (SOW) defines the services that DataVox will provide City of Alvin and the pricing for these services. City of Alvin is looking to refresh their current Cisco switches with new Aruba CX switches across their 7/8 locations in Alvin, Texas.

Aruba has many deployment guidelines to implement their new CX switches into an organization's current network, DataVox has extensive knowledge of these deployment methods and many successful Aruba deployments. DataVox's expert Aruba engineers will ensure that the new network infrastructure is configured under industry best practices while City of Alvin's business goals and standards are met.

This Statement of Work defines the consulting, configuration services, and deliverables that DataVox will provide City of Alvin. The purpose of these services is to replace the existing legacy Cisco switches with new Aruba CX switches across the various city buildings.

1.1 Solution Summary

DataVox, Aruba and City of Alvin have worked together to determine an equipment list to replace the existing legacy Cisco switches across City of Alvin's 7/8 locations in the City of Alvin. The detailed equipment list can be found below. Four (4) of the 48 Port 6300M switches for the Fire Department are not part of this SOW and will be implemented later. Below is a summary of the switches pertaining to this SOW:

- (4) 24 Port Aruba 6300M CX Switches
- (11) 48 Port Aruba 6300M CX Switches

1.2 Primary Project Contacts

The table lists the primary DataVox and City of Alvin contacts for this project.

DataVox		City of Alvin	
Name/Role	Contact Information	Name/Role	Contact Information
Matt Clare / Account Manager	Phone: 713-881-7069 Email: mattc@datavox.net	Paul Salvo	Phone: 281-388-4200 Email: psalvo@cityhall.cityofalvin.com

2.0 In Scope Services

This Scope of Work (SOW) defines the services that DataVox will provide City of Alvin and the pricing for these services. DataVox has developed an initial architecture plan and design from the scoping discussions with City of Alvin. This section lists the in-scope services that DataVox will provide City of Alvin at the following locations:

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City of Alvin SOW

Location	Address
City of Alvin	Various City locations in the City of Alvin

2.1 Project Initiation and Planning Phase**2.1.1 Project Initiation and Planning**

- Gather information for all network devices related to the project
- Obtain access to the existing Cisco switches and review the existing network and switch configuration
- Review the finalized BoM
- Identify tasks and estimated efforts to finalize a project plan
- Inventory equipment and verify basic operation: Power on all equipment, check diagnostics, update software and enable licensing
- Stage and build out any necessary hardware (for example module power supplies, fans or supervisors)

2.2 Project Execution Phase**2.2.1 Aruba 6300M Switch**

- Label and configure [11] Aruba 6300M 48 port switches
- Label and configure [4] Aruba 6300M 24 Port switches
- Configure device management (e.g. hostname, IP address, default-gateway)
- Update Aruba Switch firmware to the latest best practice recommended release
- Configure layer 2 LAN switching services including VLANS, PVLANS, trunks, spanning-tree protocols, port channels and IGMP snooping
- Configure access ports, port channels, trunk ports and ports on switches to connect to other switches and devices
- Configure necessary layer 3 services (if applicable)
- Configure VSF stacking on applicable switches
- Rack and stack the Aruba switches in the respective MDF/IDF locations
- Interconnect the Aruba switches into the customers network
- Patch the switches into the supplied patch panels using the port layout provided
- Provide Day 2 Support

2.3 Project Knowledge Transfer and Closing Phase**2.3.1 Standard Knowledge Transfer and Closing**

- Document any issues encountered during this phase and resolve these issues
- Knowledge transfer of the technical configuration performed
- Ensure the [4] additional Aruba 6300M 48 port switches for the Fire Department are given to with City of Alvin for future configuration.
- Q&A session with the customer (up to 30 minutes)

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City of Alvin SOW

2.4 Project Deliverables

Each phase outlined in the "In Scope Services" section has specific deliverables attached.

As part of this scope of work the following deliverables will be developed throughout the project with the involvement of City of Alvin's IT team.

- **Project Initiation and Planning** – Project plan and timeline
- **Project Execution** – Results of the system testing
- **Project Knowledge Transfer and Closing** – Project wrap-up documentation such as: as-built files, configuration files, Visio Diagram(s) and administration and maintenance guides

NOTES:

- Custom documents and runbooks are outside this scope of work.
- Documentation not explicitly listed in this SOW, can be provided at additional cost.
- All documents will be delivered electronically. It is the Customer's responsibility to make the necessary print copies.

3.0 Project Management Services

This section describes the DataVox project management services. DataVox follows the Project Management Institute (PMI) project management methodology, condensed into the following phases for the simplicity of presentation of phases in this SOW:

- Project Initiation and Planning
- Project Execution
- Project Knowledge Transfer and Closing

DataVox offers three (3) project management packages: Basic, Enhanced, and Premium. The following table lists the project management package that DataVox will provide.

Project Management Package		Description
	Basic	• Notification of resource assignment and scheduling • Provide equipment tracking and delivery notifications • Provide documentation and project sign-off
X	Enhanced	• Facilitate kickoff meetings • Facilitate technical discovery meetings • Project planning using Microsoft Project • Ongoing project tracking and progress reporting • Provide documentation and project wrap-up meeting
	Premium	• Facilitate kickoff meetings • Facilitate technical discovery meetings • Project planning using Microsoft Project • Communication and Implementation plan • Risk and issues planning

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City of Alvin SOW

		• Ongoing project tracking and progress reporting • Provide documentation • Review lessons learned and project wrap-up meeting
--	--	--

As part of the project management, DataVox will assign a business team to the project soon after official project award. The project team will include an account manager, lead systems engineer, project manager, and solution architect. Additional resources will be incorporated into the core team as required by the project.

The lead project engineer will incorporate additional engineering resources in the project as needed. All personnel will have the requisite skills necessary to fulfill the project scope. DataVox strives to keep the same project team intact throughout the project but reserves the right to make changes to the team as necessary. DataVox will notify the Customer of any changes made to the team resources.

4.0 Out of Scope Services

It is our mutual desire to accurately understand the needs of this project, and to deliver the intended outcome. However, we must control changes to the deliverables and requirements at the onset of the work. Changes to those initial agreed upon parameters are referred to as "out of scope." Out of scope items will require a Change Order to be processed and typically are subject to additional charge.

DataVox will make every effort to identify such items and discuss them prior to execution of the additional tasks. It is typical to have "out of scope" issues arise but, through timely and comprehensive communications, it is our intention to have mutual agreement on desired "additional" project tasks, and consent prior to additional engineering.

Any area that is not explicitly listed as "within scope" is out of scope for this engagement. The areas that are out of scope for this engagement include, but are not limited to, the following:

- ⊗ Site inspection activities such as a comprehensive analysis of the Customer facility's power, cooling humidity, airborne contaminant, vibration levels, and determination of whether the data center's raised floor has sufficient structural capability to accommodate the weight of newly installed equipment
- ⊗ Environmental compliance or site preparation
- ⊗ Copper and Fiber patch cords
- ⊗ Issues with provider equipment or service (for example, data or voice)
- ⊗ Application integration or integration of third-party products or peripherals not included with the system
- ⊗ Assembly of racks or other computer room site preparation
- ⊗ Software training, troubleshooting, repair, tuning, or customization
- ⊗ Any services not clearly specified in this document
- ⊗ Any configuration of the City of Alvin existing equipment, unless specifically stated in the in-scope section of this document
- ⊗ Any network consulting services to implement QoS outside the network devices provided within this SOW and the Bill of Materials (see **Appendix**).

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- ⊗ Manage the process of coordination with the Customer's telecom service provider to order services or make changes to existing services
- ⊗ Training classes not listed in this SOW
- ⊗ Documentation not listed in this SOW

IMPORTANT: Miscellaneous items may be required for completion during project execution which DataVox or the Customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the Bill of Materials, these items will be provided by the Customer or the items can be purchased from DataVox following the standard change management process.

5.0 Assumptions and Responsibilities

5.1 DataVox Assumptions

This section lists the project assumptions:

- DataVox will be given remote VPN access to the City of Alvin network during the course of completing this SOW
- DataVox will be given access to the City of Alvin network while onsite from a DataVox provided laptop
- UPS systems, network racks and high voltage electrical work provided by others unless explicitly stated in section 2.0 "in-scope services"
- City of Alvin has determined the correct amount and type of SFP modules for this project, DataVox is not responsible for verifying the correct amount and type of SFP modules. During the time of installation if SFP module types or quantity changes are necessary, DataVox will help facilitate this but City of Alvin will be financially responsible
- DataVox assumes no responsibility for the configuration of the Customer's existing wired or wireless network environments. DataVox will provide network design recommendations consistent with those used to configure the network devices listed in the Bill of Materials for this SOW, however it is the customer's responsibility to configure and troubleshoot their equipment in order for the system to work properly using the provided design recommendations.

IMPORTANT: Network consulting services to implement the network design recommendations on existing network devices are available. These services are considered billable and outside the scope of work.

- Cutovers at each site will be a flash cutover and not a phased cutover performed during weekday afterhours
- City of Alvin has the appropriate level of Aruba maintenance and software entitlement to provide DataVox with access to the necessary software upgrade licenses
- City of Alvin has adequate space, power and cooling to accommodate the new Aruba switches

5.2 Customer Responsibilities

- Participate in the project meetings including, but not limited to kickoff, design and close out

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City of Alvin SOW

- Complete any necessary database information
- Configure existing network devices using the provided design recommendations.
- Provide access to the network and available customer documentation to facilitate the project objectives
- Provide access to the Customers technical team to collect information and answer questions about the current configuration and to define any business requirements that will impact the configuration of the new equipment within this SOW
- Provide any existing IP addressing and configuration standards used in the network
- Approve the project plan
- Provide adequate space, power and cooling based on the recommendations of DataVox
- Provide space for receipt of project equipment at installation sites
- Security of project equipment after it is delivered to the customer's site
- Provide any necessary asset tagging
- Provide adequate workspace for the DataVox project team while they are onsite at the Customer's facility
- Provide the necessary copper and fiber patch cords for the deployment

5.3 DataVox Responsibilities

- Participate in the project meetings including, but not limited to kickoff, design and close out
- Review physical requirements with the customer (for example power, space, cooling, and network)
- Provide the Customer guidance in the completion of the necessary database information
- Receive, inventory, stage, and preconfigure equipment at DataVox prior to deployment
- Complete section 2.0 "In-Scope Services"

6.0 Completion Criteria

Per scope of work, the services will be considered complete when:

- The services specified in **Section 2.0** are completed
- The system testing is completed
- Project deliverables were provided

6.1 Deliverables Acceptance

After each phase within the "In Scope Services" section of this SOW has been completed City of Alvin will acknowledge receipt and acceptance or rejection of all deliverables related to this Scope of Work within 10 business days of delivery. If acknowledgement is not received within this period of time, all deliverables will be considered acknowledged and accepted and DataVox will perform project closure procedures

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**City of Alvin SOW**

7.0 Payment

This is a fixed cost contract based on the criteria and assumptions in this scope of work. For detailed cost information, see the Bill of Materials in the appendix. Invoicing will occur according to the following table subject to final credit approval.

- Balance will be progress billed as work is completed
- Remaining invoices are due NET 30 days from invoice date
- All equipment will be billed upon delivery to the customer's location

SubTotal	\$90,732.82
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$90,732.82
Deposit Required	\$0.00

8.0 Change Management Process

Either DataVox or the Customer may request a change to this SOW by issuing a Change Request in the agreed form. After a Change Request is agreed in writing by DataVox and the Customer, the change will become effective. For the purpose of the Change Request, written agreement can be communicated by email, fax, or electronic signature, provided that it is made clear that both DataVox and the Customer have agreed on the same Change Request document.

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City of Alvin SOW

Acceptance of Scope of Work

The use of signatures on this Scope of Work is to ensure agreement by City of Alvin on project objectives and the work to be performed by DataVox.

Parties to Agreement

This Scope of Work (SOW) is made and entered into between DataVox, Inc., 6650 West Sam Houston Parkway South, Houston, Texas 77072 ("DataVox") and City of Alvin, 216 W Sealy St, Alvin, TX 77511-2341 ("Customer"), as of the date listed on the title page of this document.

Terms

When (but only when) signed by Customer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this SOW are satisfactory, and are hereby accepted in their entirety. Customer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined in the Payment section of this document. The price quoted in this SOW is based upon the Equipment included in the attached Bill of Material. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing and signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. THE AGREEMENT IS INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES.

Customer acknowledges having read and understood all of the terms and conditions specified in this SOW and acknowledges receipt of a complete executed copy of this SOW. Customer understands and agrees that this SOW and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Customer and by an authorized representative of DataVox.

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Quote # DVXQ17349

City of Alvin SOW

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

DataVox, Inc.

City of Alvin

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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6650 W. Sam Houston Pkwy S, Houston, TX 77072
t. (713)881-5300 www.datavox.net



Quote # DVXQ17349
Date Jan 6, 2021
Expiration 30 Days

Prepared for:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

Ship to Information:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

DataVox Contact:

Account Manager: Matt Clare
Phone 713-881-7069

Paul Salvo

Email psalvo@cityhall.cityofalvin.com

Phone 281-388-4200

attn: Paul Salvo

Email mattc@datavox.net

Prepared by: Jada Hill

Phone 713-881-7076

Email jadah@datavox.net

Customer ID #

Project #

IMPORTANT: PURCHASE ORDER ROUTING INFORMATION

1. You must be a TIPS member to receive the benefits of using the TIPS purchasing contract. To register to become a member go to <https://www.tips-usa.com/texasentities.cfm>
2. Your PO must be payable to DataVox and reference TIPS contract number **200105**
3. You must email your PO and the DataVox quote as a PDF file to **TIPSP0@TIPS-USA.COM**

DO NOT SEND YOUR PO DIRECTLY TO DATAVOX

4. TIPS will process your order within 24 hours. Once approved, the following will happen:
 - 1) An email is sent to you with a link to download an order confirmation letter. This is another form of compliance that TIPS prepares for its members.
 - 2) An email is sent to the DataVox PO contact to download the PO and process the order.

Part #	Description	Service	Qty	Unit Price	Ext. Price
JL662A	Aruba 6300M 24G CL4 PoE 4SFP56 Swch		4	\$2,058.71	\$8,234.84
J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR		3	\$301.60	\$904.80
JL661A	Aruba 6300M 48G CL4 PoE 4SFP56 Swch		15	\$3,392.71	\$50,890.65
R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable		10	\$101.21	\$1,012.10
J9151E	Aruba 10G SFP+ LC LR 10km SMF XCVR		2	\$849.70	\$1,699.40
R0M47A	Aruba 50G SFP56 to SFP56 3m DAC Cable		2	\$156.31	\$312.62
JL086A#ABA	Aruba X372 54VDC 680W PS		8	\$217.21	\$1,737.68
JL087A#ABA	Aruba X372 54VDC 1050W PS U.S. - English		29	\$347.71	\$10,083.59
DataVox Professional Services					
DVX-EE-PROSVC-STD	DataVox Professional Services			\$15,857.14	\$15,857.14

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Part #	Description	Service	Qty	Unit Price	Ext. Price
				SubTotal	\$90,732.82
				Tax	\$0.00
				Total	\$90,732.82

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable. Software licensing is not returnable.

TIPS for RFP 170306 Technology Solutions, Products and Services Agreement

1. General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

2. Definitions

- **PURCHASE ORDER:** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

3. Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

4. Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

5. Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

6. Agreements

- **All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
- **Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
- **Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

7. Tax Exempt Status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

8. Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

9. Disclosures

1. Vendor affirms that he/she 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 this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.

3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

10. Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

11. Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

12. Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

13. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

14. Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

15. Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing TIPS Members and the pricing shall remain so throughout the duration of the Agreement. The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

16. Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tipsusa.com or call (866) 839-8477 if you have questions about paying fees.

17. Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents,

subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement.

18. Attorney's Fees—Texas Local Government Code § 271.159 is expressly referenced

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

19. Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

20. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

21. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

22. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

23. Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

24. TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor

indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

25. Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

26. Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

27. Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

28. Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and

similar pre-installation requirements. Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

29. Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

30. Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating: "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

31. Supplemental Agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

32. Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS Member under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

33. Legal Obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

34. Audit Rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

35. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

36. Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

37. Scopes of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS



Quote # DVXQ17349

City of Alvin SOW

member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

38. Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

39. Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

40. Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

41. Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Vendor Supplemental Agreement

42. Changes

The TIPS Member may, by written notice to Vendor, make changes within the general scope of this SOW, in any one or more of the following: (a) drawings, designs, or specifications; (b) project schedule, or (c) scope of services. Within 24 hours of receipt of request for change, Vendor will respond in writing indicating any increase in cost of or time required for performance of the SOW. No changes will be performed until the TIPS Member confirms that they accept cost or time changes.

Should any such changes increase the cost of or the time required for the performance of this SOW, an equitable adjustment may be requested by Vendor in the price, project schedule or both. Every claim must be accompanied by a detailed estimate of charges for materials, services, or both. Nothing contained in this section shall relieve Vendor from proceeding without delay in the performance of the services as changed. Any change to this SOW shall be made by written amendment signed by both parties.

Changes that will impact the scheduling of project resources must be submitted to Vendor at least two (2) weeks prior to the scheduled event. Failure to provide timely notification of a change in schedule that will cause a rescheduling of project resources WILL incur additional charges (For example, if a TIPS Member cancels a scheduled Vendor project activity less than two (2) weeks before the scheduled event, the TIPS Member will be billed at the prevailing rate for the time the Vendor resources were scheduled to perform the activities.)

43. Work Hours

Vendor has priced the professional service proposal assuming that all work will be done during normal business hours which Vendor defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which Vendor will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

Sample picture of a Network Switch



DATA SHEET

ARUBA CX 6300 SWITCH SERIES

PRODUCT OVERVIEW

The Aruba CX 6300 Switch Series is a modern, flexible and intelligent family of stackable switches ideal for enterprise network access, aggregation, core and data center top of rack (ToR) deployments. Created for game-changing operational efficiency with built-in security and resiliency, the 6300 switches provide the foundation for high-performance networks supporting IoT, mobile and cloud applications.

Built from the ground up with a combination of cutting-edge hardware, software and analytics and automation tools, the stackable 6300 switches are part of the Aruba CX switching portfolio, designed for today's enterprise campus, branch and data center networks. By combining a modern, fully programmable OS with the Aruba Network Analytics Engine, the 6300 switches provide industry leading monitoring and troubleshooting capabilities for the access layer.

A powerful Aruba Gen7 ASIC architecture delivers performance and robust feature support with flexible programmability for tomorrow's applications. The Aruba Virtual Stacking Framework (VSF) allows for stacking of up to 10 switches, providing scale and simplified management. This flexible series has built-in wirespeed 1/10/25/50GbE uplinks and supports high density IEEE 802.3bt high power PoE. HPE Smart Rate multi-gigabit Ethernet paves the way for high speed access points and IoT devices by delivering fast connectivity and high power PoE using existing cabling. Modular models offer redundancy and PoE customization with hot-swappable power supplies and fans. Back-to-front airflow available in switch bundle for hot-cold aisle top-of-rack (TOR) and out-of-band-management (OOBM) data center deployments.

Aruba Dynamic Segmentation extends Aruba's foundational wireless role-based policy capability to Aruba wired switches. What this means is that the same security, user experience and simplified IT management can be enjoyed throughout the network. Regardless of how users and IoT devices connect, consistent policies are enforced across wired and wireless networks, keeping traffic secure and separate.



KEY BENEFITS

- Stackable Layer 3 switches with BGP, EVPN, VXLAN, VRF, and OSPF with robust security and QoS
- High performance 880 Gbps system switching capacity, 660 MPPS of system throughput and up to 200 Gbps stacking bandwidth
- Compact 1U switches with full density HPE Smart Rate (1/2.5/5GbE) multi-gigabit, 60W PoE and SFP+ models
- Power-to-port switch bundle with back-to-front airflow ideal for data center 1GbE ToR and OOBM deployments
- Built-in high speed 10GbE/25GbE/50GbE uplinks
- Intelligent monitoring, visibility, and remediation with Aruba Network Analytics Engine
- One touch deployment with the Aruba CX Mobile App
- Aruba NetEdit support for automated configuration and verification
- Aruba Dynamic Segmentation enables secure and simple access for users and IoT

PRODUCT DIFFERENTIATORS

AOS-CX - a modern operating system

The Aruba CX 6300 Switch Series is based on AOS-CX, a modern, database-driven operating system that automates and simplifies many critical and complex network tasks. A built-in time series database enables customers and developers to utilize software scripts for historical troubleshooting, as well as analysis of past trends. This helps predict and avoid future problems due to scale, security, and performance bottlenecks.



Our AOS-CX software also includes Aruba Network Analytics Engine (NAE) and support for Aruba NetEdit. Because AOS-CX is built on a modular Linux architecture with a stateful database, our operating system provides the following unique capabilities:

- Easy access to all network state information allows unique visibility and analytics
- REST APIs and Python scripting for fine-grained programmability of network tasks
- A micro-services architecture that enables full integration with other workflow systems and services
- Continuous telemetry data with WebSocket subscriptions for event driven automation
- Continual state synchronization that provides superior fault tolerance and high availability
- All software processes communicate with the database rather than each other, ensuring near real-time state and resiliency and allowing individual software modules to be independently upgraded for higher availability

Aruba Central - unified single pane of glass management

Flexible cloud-based or on-premises management for unified network operations of wired, WLAN, SD-WAN, and public cloud infrastructure. Designed to simplify day zero through day two operations with streamlined workflows. Switch management capabilities include configuration, onboarding, monitoring, troubleshooting, and reporting.

Aruba Network Analytics Engine - advanced monitoring and diagnostics

For enhanced visibility and troubleshooting, Aruba's Network Analytics Engine (NAE) automatically monitors and analyzes events that can impact network health. Advanced telemetry and automation provide the ability to easily identify and troubleshoot network, system, application and security related issues easily, through the use of python agents and REST APIs.

The Time Series Database (TSDB) stores configuration and operational state data, making it available to quickly resolve network issues. The data may also be used to analyze trends, identify anomalies and predict future capacity requirements.

Aruba NetEdit – automated switch configuration and management

The entire Aruba CX portfolio empowers IT teams to orchestrate multiple switch configuration changes for smooth end-to-end service rollouts. Aruba NetEdit introduces automation that allows for rapid network-wide changes,

and ensures policy conformance post network updates. Intelligent capabilities include search, edit, validation (including conformance checking), deployment and audit features. Capabilities include:

- Centralized configuration with validation for consistency and compliance
- Time savings via simultaneous viewing and editing of multiple configurations
- Customized validation tests for corporate compliance and network change analysis
- Automated large-scale configuration deployment without programming
- Network health and topology visibility via Aruba NAE integration

Note: A separate software license is required to use Aruba NetEdit.

Aruba CX Mobile App – true deployment convenience

An easy to use mobile app simplifies connecting and managing Aruba CX 6300 switches for any size project. Switch information can also be imported into Aruba NetEdit for simplified configuration management and to continuously validate the conformance of configurations anywhere in the network. The Aruba CX Mobile App is available for [download](#).

Aruba ASICs - programmable innovation

Based on over 30 years of continuous investment, Aruba's ASICs create the basis for innovative and agile software feature advancements, unparalleled performance and deep visibility. These programmable ASICs are purpose-built to allow for a tighter integration of switch hardware and software within campus and data center architectures to optimize performance and capacity. Virtual Output Queuing (VOQ) isolates congestion, prevents Head of Line Blocking (HOLB) and allows full line rate on outgoing (egress) ports. Flexible ASIC resources enable Aruba's NAE solution to inspect all data, which allows for industry-leading analytics capabilities. The Aruba CX 6300 is based on the Aruba Gen7 ASIC architecture.

Aruba Dynamic Segmentation – improved segmentation and simplicity

For enhanced security, Aruba Dynamic Segmentation automatically applies and enforces user, device and application-aware policies on Aruba wired and wireless infrastructure. Automated device profiling, role-based access control, and Layer 7 firewall features deliver enhanced visibility and performance for a better overall experience for



both IT and end-users alike.

The Aruba CX 6300 introduces a policy-driven standards-based segmented network solution with higher performance and scale with switch-to-switch tunnels using VXLAN and BGP EVPN. This offers the choice of tunnelling to the controller to use L4-L7 services or tunnelling to another Aruba switch for low-latency and high performance use cases. Simplified IT controls include:

- A secure tunnel from Aruba switches or access points transports user traffic to an Aruba Controller or Gateway. Policies can be written on the Controller or Gateway – or the Aruba ClearPass Policy Manager can be used to centrally configure policies to further simplify micro-segmentation of networks.
- The utilization of user roles will include a set of switch-based rules to define authentication, authorization and QoS values for each connecting device. A user role can be assigned to a group of users or devices, regardless of using local user roles written on the switch or downloaded from ClearPass.
- Switch-to-switch tunnels enables scalable multi-tenancy support with VXLAN to VRF mapping while allowing policy application via User Roles.

Mobility and IoT performance

The Aruba CX 6300 Switch Series uses a fully distributed architecture that utilizes the Aruba Gen7 ASICs. This ensures that our switches offer very low latency, increased packet buffering, and adaptive power consumption. All switching and routing are wire-speed to meet the demands of bandwidth-intensive applications today and in the future. Each switch includes the following:

- Up to 880 Gbps in non-blocking bandwidth and up to 660 Mpps for forwarding
- 50GbE uplinks and large TCAM sizes ideal for mobility and IoT deployments in large campuses with several thousand clients
- Selectable queue configurations that allow for increased performance by defining a number of queues and associated memory buffering to best meet the requirements of network applications

VSF Stacking - scale and simplicity

The Aruba Virtual Switching Framework (VSF) allows you to quickly grow your network using high performance front plane stacking. Four built-in 50G SFP ports support speeds of 1GbE, 10GbE, 25GbE and 50GbE for a total of up to 200 Gbps

of stacking throughput per switch. Additional features include:

- Support for up to 10 switches (or members) in a stack via chain or ring topology
- Flexibility to create stacks that span longer distances such as hundreds of meters across campuses to kilometres between sites using long-range 10/25/50GbE transceivers
- Flexibility to mix both modular and fixed Aruba 6300 models within a single stack to meet your deployment requirements
- Simplified configuration and management as the switches act as a single chassis when stacked
- The Aruba CX Mobile app provides support for a validated stack deployment that ensure that all stack links and uplinks are connected properly

An Aruba CX 6300 switch for any enterprise environment

Whether in the branch office or a small to large enterprise environment, you can choose from 24 and 48 port 1U models. Each switch includes four high-speed built-in uplinks that auto-negotiate from 1GbE, 10GbE to 25GbE to 50GbE to deliver non-blocking performance. Fixed format (F) models include built-in power supplies. The modular (M) models have rear slots for hot swappable power supplies that allow you to customize your PoE requirements, and its fans are field replaceable. Additional highlights:

- Compact 1U models support:
 - 24 and 48 ports of HPE Smart Rate Multi-gigabit Ethernet IEEE 802.3bz (100M/1GbE/2.5GbE/5GbE) supporting high power IEEE 802.3bt Class 6 (60W)
 - High density 24 port SFP+ model which is ideal for aggregation
 - 10GbE/25GbE/50GbE uplink port connectivity
- HPE Smart Rate multi-gigabit (IEEE 802.3bz) Ethernet supports high speed wireless access points
- For deployments that need higher port and PoE density, the 6300 supports 60W of PoE in every port of a 48-port switch for a total of 2880W of PoE
- Industry standard IEEE 802.3bt High Power PoE support (class 6) provides up to 60W per port for support of the latest IoT devices and APs. PoE support for IEEE 802.3at Power over Ethernet (PoE+) provides up to 30W per port as well as any IEEE 802.3af-compliant end device
- Support for pre-standard PoE detection provides power to legacy PoE devices
- High availability with always-on PoE that supplies PoE power even during scheduled reboots and firmware upgrades



- Quick PoE supplies PoE power to powered devices as soon as the switch is plugged into AC power so device can initialize at same time as switch OS boots up.
- Support for Energy Efficient Ethernet IEEE 802.3az reduces power consumption during periods of low network traffic.
- Support for top-of-rack (ToR) and out-of-band management (OOBM) data center deployments with CX 6300M Power-to-port bundle that delivers required power-to-port (back to front) airflow.
- Auto-MDIX provides automatic adjustments for straight-through or crossover cables on all 10/100/1000, Smart Rate and 10GBASE-T ports
- Unsupported Transceiver Mode (UTM) allows to insert and enable all unsupported 1G and 10G transceivers and cables. Note that there is no warranty nor support for the transceiver/cable when this feature is used
- IPv6 capabilities include:
 - IPv6 host enables switches to be managed in an IPv6 network
 - Dual stack (IPv4 and IPv6) transitions from IPv4 to IPv6, supporting connectivity for both protocols
 - MLD snooping forwards IPv6 multicast traffic to the appropriate interface
 - IPv6 ACL/QoS supports ACL and QoS for IPv6 network traffic
 - IPv6 routing supports Static and OSPFv3 protocols
 - Security provides RA guard, DHCPv6 protection, dynamic IPv6 lockdown, and ND snooping
- Jumbo frames allow for high-performance backups and disaster-recovery systems; provides a maximum frame size of 9198 bytes
- Packet storm protection against broadcast and multicast storms with user-defined thresholds

CX 6300M bundle for data centers

The CX 6300M 48 port power-to-port switch bundle serves as a top of rack (ToR) switch for 1GbE servers and also as a 1GbE out-of-band management (OOBM) switch for data centers server racks. Features include:

- Power-to-port bundle (JL762A) includes 48 port 1GbE switch with 2 x Fan Trays (JL761A) and 1 x power supply (JL760A)
- Back (power-side) to front (1GbE port side) airflow

- 1GbE/10GbE/25GbE/50GbE SFP uplinks

High availability and resiliency

To ensure a high degree of up-time we offer high availability and multicast features needed for a full Layer 3 deployment at access and aggregation such as PBR, BFD, MSDP, BSR, and IP SLA without the need for software licenses. This includes:

- Hot Swappable Power Supplies available in the 6300 "M" models
 - Provides N+1 and N+N redundancy for high reliability in the event of power line or supply failures
 - Optional secondary power supplies to increase the total available PoE power
 - Fixed power supplies in 6300 "F" models
- Bidirectional Forward Detection (BFD) enables sub-second failure detection for rapid routing protocol re-balancing, supporting both IPV4 and IPV6 networks
- Virtual Router Redundancy Protocol (VRRP) allows groups of two routers to dynamically create highly available routed environments in IPV4 and IPV6 networks
- Uni-directional Link Detection (UDLD) to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing loops in STP-based networks
- IEEE 802.3ad LACP supports up to 256 LAGs, each with up to 8 links per LAG; and provides support for static or dynamic groups and a user-selectable hashing algorithm
- IEEE 802.1s Multiple Spanning Tree provides high link availability in VLAN environments where multiple spanning trees are required; and legacy support for IEEE 802.1d and IEEE 802.1w
- IEEE 802.3ad link-aggregation-control protocol (LACP) and port trunking support static and dynamic trunks where each trunk supports up to eight links (ports) per static trunk
- Support for Microsoft Network Load Balancer (NLB) for server applications
- Ethernet Ring Protection Switching (ERPS) supports rapid protection and recovery in a ring topology

Quality of Service (QoS) features

To support congestion actions and traffic prioritization, the Aruba CX 6300 Series includes the following:

- Strict priority (SP) queuing and Deficit Weighted Round Robin (DWRR)



- Traffic prioritization (IEEE 802.1p) for real-time classification into 8 priority levels that are mapped to 8 queues
- Layer 4 prioritization based on TCP/UDP port numbers
- Class of Service (CoS) sets the IEEE 802.1p priority tag based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ
- Rate limiting sets per-port ingress enforced maximums and per-port, per-queue minimums
- Transmission rates of egressing frames can be limited on a per-queue basis using Egress Queue Shaping (EQS)
- Large buffers for graceful congestion management

Simplified configuration and management

In addition to the Aruba CX Mobile App, Aruba NetEdit and Aruba Network Analytics Engine, the 6300 series offers the following:

- Built-in programmable and easy to use REST API interface
- Simple day zero provisioning
- Scalable ASIC-based wire speed network monitoring and accounting with no impact on network performance; network operators can gather a variety of network statistics and information for capacity planning and real-time network monitoring purposes
- Management interface control enables or disables each of the following depending on security preferences, console port, or reset button
- Industry-standard CLI with a hierarchical structure for reduced training time and expense. Delivers increased productivity in multivendor environments
- Management security restricts access to critical configuration commands, provides multiple privilege levels with password protection and local and remote syslog capabilities allow logging of all access
- SNMP v2c/v3 provides SNMP read and trap support of industry standard Management Information Base (MIB), and private extensions
- Remote monitoring (RMON) with standard SNMP to monitor essential network functions. Supports events, alarms, history, and statistics groups as well as a private alarm extension group; RMON, and sFlow provide advanced monitoring and reporting capabilities for statistics, history, alarms and events
- TFTP and SFTP support offers different mechanisms for configuration updates; trivial FTP (TFTP) allows bidirectional transfers over a TCP/ IP network; Secure File Transfer Protocol (SFTP) runs over an SSH tunnel to

provide additional security

- Debug and sampler utility supports ping and traceroute for IPv4 and IPv6
- Network Time Protocol (NTP) synchronizes timekeeping among distributed time servers and clients; keeps timekeeping consistent among all clock-dependent devices within the network so the devices can provide diverse applications based on the consistent time
- IEEE 802.1AB Link Layer Discovery Protocol (LLDP) advertises and receives management information from adjacent devices on a network, facilitating easy mapping by network management applications
- Dual flash images provides independent primary and secondary operating system files for backup while upgrading
- Assignment of descriptive names to ports for easy identification
- Multiple configuration files can be stored to a flash image
- Ingress and egress port monitoring enable more efficient network problem solving
- Unidirectional link detection (UDLD) monitors the link between two switches and blocks the ports on both ends of the link if the link goes down at any point between the two devices
- IP SLA for Voice monitors quality of voice traffic using the UDP Jitter and UDP Jitter for VoIP tests

Layer 2 Switching

The following layer 2 services are supported:

- VLAN support and tagging for IEEE 802.1Q (4094 VLAN IDs)
- Jumbo packet support improves the performance of large data transfers; supports frame size of up to 9198 bytes
- IEEE 802.1v protocol VLANs isolate select non-IPv4 protocols automatically into their own VLANs
- Rapid Per-VLAN Spanning Tree (RPVST+) allows each VLAN to build a separate spanning tree to improve link bandwidth usage; is compatible with PVST+
- MVRP allows automatic learning and dynamic assignment of VLANs
- VXLAN encapsulation (tunnelling) protocol for overlay network that enables a more scalable virtual network deployment
- Bridge Protocol Data Unit (BPDU) tunnelling Transmits STP BPDUs transparently, allowing correct tree calculations across service providers, WANs, or MANs
- Port mirroring duplicates port traffic (ingress and egress)



- to a monitoring port; supports 4 mirroring groups
- STP supports standard IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)
- Internet Group Management Protocol (IGMP) Controls and manages the flooding of multicast packets in a Layer 2 network
- IPv4 Multicast in VXLAN/EVPN Overlay support allows PIM-SM/IGMP snooping in the VXLAN Overlay
- IPv6 VXLAN/EVPN Overlay support, allows IPv6 traffic over the VXLAN overlay
- VXLAN ARP/ND suppression allows minimization of ARP and ND traffic flooding within individual VXLAN segments, thus optimizing the VXLAN network

Layer 3 Services

The following layer 3 services are supported:

- Bidirectional Forwarding Detection (BFD) enables link connectivity monitoring and reduces network convergence time for static route, OSPFv2 and VRRP
- User Datagram Protocol (UDP) helper function allows UDP broadcasts to be directed across router interfaces to specific IP unicast or subnet broadcast addresses and prevents server spoofing for UDP services such as DHCP
- Loopback interface address defines an address in Open Shortest Path First (OSPF), improving diagnostic capability
- Route maps provide more control during route redistribution; allow filtering and altering of route metrics
- Address Resolution Protocol (ARP) determines the MAC address of another IP host in the same subnet; supports static ARPs; gratuitous ARP allows detection of duplicate IP addresses; proxy ARP allows normal ARP operation between subnets or when subnets are separated by a Layer 2 network
- Dynamic Host Configuration Protocol (DHCP) simplifies the management of large IP networks and supports client; DHCP Relay enables DHCP operation across subnets
- DHCP server centralizes and reduces the cost of IPv4 address management
- Domain Name System (DNS) provides a distributed database that translates domain names and IP addresses, which simplifies network design; supports client and server
- mDNS (Multicast Domain Name System) Gateway enables discovery of mDNS groups across L3 boundaries
- Generic Routing Encapsulation (GRE) enables tunneling traffic from site to site over a Layer 3 path

- Supports internal loopback testing for maintenance purposes and increased availability; loopback detection protects against incorrect cabling or network configurations and can be enabled on a per-port or per-VLAN basis for added flexibility

Layer 3 Routing

The following layer 3 routing services are supported:

- Border Gateway Protocol (BGP) provides IPv4 and IPv6 routing, which is scalable, robust, and flexible
- Border Gateway Protocol 4 (BGP-4) delivers an implementation of the Exterior Gateway Protocol (EGP) utilizing path vectors; uses TCP for enhanced reliability for the route discovery process; reduces bandwidth consumption by advertising only incremental updates; supports extensive policies for increased flexibility; scales to very large networks with graceful restart capability
- Equal-Cost Multipath (ECMP) enables multiple equal-cost links in a routing environment to increase link redundancy and scale bandwidth
- Multi-protocol BGP (MP-BGP) enables sharing of IPv6 routes using BGP and connections to BGP peers using IPv6
- Routing Information Protocol version 2 (RIPv2) provides an easy to configure routing protocol for small networks as while RIPng provides support for small IPv6 networks
- Open shortest path first (OSPF) delivers faster convergence; uses link-state routing Interior Gateway Protocol (IGP), which supports ECMP, NSSA, and MD5 authentication for increased security and graceful restart for faster failure recovery
- OSPF provides OSPFv2 for IPv4 routing and OSPFv3 for IPv6 routing
- Static IP routing provides manually configured routing; includes ECMP capability
- Policy-based routing uses a classifier to select traffic that can be forwarded based on policy set by the network administrator
- Static IPv4 and IPv6 routing provides simple manually configured IPv4 and IPv6 routes
- IP performance optimization provides a set of tools to improve the performance of IPv4 networks; includes directed broadcasts, customization of TCP parameters, support of ICMP error packets, and extensive display capabilities



- Dual IP stack maintains separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design

Security

The Aruba CX 6300 Switch Series come with an integrated trusted platform module (TPM) for platform integrity. This ensures the boot process started from a trusted combination of Aruba AOS-CX switches. Other security features include:

- TAA Compliance uses FIPS 140-2 validated cryptography for protection of sensitive information
- Access control list (ACL) support for both IPv4 and IPv6; allows for filtering traffic to prevent unauthorized users from accessing the network, or for controlling network traffic to save resources; rules can either deny or permit traffic to be forwarded; rules can be based on a Layer 2 header or a Layer 3 protocol header
- ACLs also provide filtering based on the IP field, source/destination IP address/subnet, and source/destination TCP/UDP port number on a per-VLAN or per-port basis
- Enrollment over Secure Transport (EST) enables secure certificate enrollment, allowing for easier enterprise management of PKI
- Remote Authentication Dial-In User Service (RADIUS)
- Terminal Access Controller Access-Control System (TACACS+) delivers an authentication tool using TCP with encryption of the full authentication request, providing additional security
- Management access security for both on- and off-box authentication for administrative access. RADIUS or TACACS+ can be used to provide encrypted user authentication. Additionally, TACACS+ can also provide admin authorization services
- Control Plane Policing sets rate limit on control protocols to protect CPU overload from DOS attacks
- Supports multiple user authentication methods. Uses an IEEE 802.1X supplicant on the client in conjunction with a RADIUS server to authenticate in accordance with industry standards
- Web based authentication using Captive Portal on ClearPass is supported for use cases such as Guest Access and for devices that don't support 802.1x or MAC Auth.
- Supports MAC-based client authentication
- Concurrent IEEE 802.1X, Web, and MAC authentication schemes per switch port accepts up to 32 sessions of IEEE 802.1X, Web, and MAC authentications
- DHCP protection blocks DHCP packets from unauthorized DHCP servers, preventing denial-of-service attacks
- Secure management access delivers secure encryption of all access methods (CLI, GUI, or MIB) through SSHv2, SSL, and/or SNMPv3
- Switch CPU protection provides automatic protection against malicious network traffic trying to shut down the switch
- ICMP throttling defeats ICMP denial-of-service attacks by enabling any switch port to automatically throttle ICMP traffic
- Identity-driven ACL enables implementation of a highly granular and flexible access security policy and VLAN assignment specific to each authenticated network user
- STP BPDU port protection blocks Bridge Protocol Data Units (BPDUs) on ports that do not require BPDUs, preventing forged BPDU attacks
- Dynamic IP lockdown works with DHCP protection to block traffic from unauthorized hosts, preventing IP source address spoofing
- Dynamic ARP protection blocks ARP broadcasts from unauthorized hosts, preventing eavesdropping or theft of network data
- STP root guard protects the root bridge from malicious attacks or configuration mistakes
- Port security allows access only to specified MAC addresses, which can be learned or specified by the administrator
- MAC address lockout prevents particular configured MAC addresses from connecting to the network
- Source-port filtering allows only specified ports to communicate with each other
- Secure shell encrypts all transmitted data for secure remote CLI access over IP networks
- Secure Sockets Layer (SSL) encrypts all HTTP traffic, allowing secure access to the browser-based management GUI in the switch
- Secure FTP allows secure file transfer to and from the switch; protects against unwanted file downloads or unauthorized copying of a switch configuration file
- Critical Authentication Role ensures that important infrastructure devices such as IP phones are allowed network access even in the absence of a RADIUS server
- MAC Pinning allows non-chatty legacy devices to stay authenticated by pinning client MAC addresses to the port until the clients logoff or get disconnected
- Security banner displays a customized security policy



when users log in to the switch

- RadSec enables RADIUS authentication and accounting data to be passed safely and reliably across insecure networks

Multicast

- IGMP Snooping allows multiple VLANs to receive the same IPv4 multicast traffic, lessening network bandwidth demand by reducing multiple streams to each VLAN
- Multicast Listener Discovery (MLD) enables discovery of IPv6 multicast listeners; support MLD v1 and v2
- Protocol Independent Multicast (PIM) defines modes of IPv4 and IPv6 multicasting to allow one-to-many and many-to-many transmission of information; supports PIM Sparse Mode (SM) and Dense Mode (DM) for both IPv4 and IPv6
- Internet Group Management Protocol (IGMP) utilizes Any-Source Multicast (ASM) to manage IPv4 multicast networks; supports IGMPv1, v2, and v3
- Multicast Service Discovery Protocol (MSDP) efficiently routes multicast traffic through core networks
- MSDP for Anycast RP is an intra-domain feature that provides redundancy and load-sharing capabilities

Convergence

- IP multicast routing includes PIM Sparse and Dense modes to route IP multicast traffic
- IP multicast snooping (data-driven IGMP) prevents flooding of IP multicast traffic
- Protocol Independent Multicast for IPv6 supports one-to-many and many-to-many media casting use cases such as IPTV over IPv6 networks
- LLDP-MED (Media Endpoint Discovery) defines a standard extension of LLDP that stores values for parameters such as QoS and VLAN to automatically configure network devices such as IP phones
- PoE allocations supports multiple methods (allocation by usage or class, with LLDP and LLDP-MED) to allocate PoE power for more efficient power management and energy savings.

- Auto VLAN configuration for voice RADIUS VLAN uses a standard RADIUS attribute and LLDP-MED to automatically configure a VLAN for IP phones
- CDPv2 uses CDPv2 to configure legacy IP phones

Additional information

- Green initiative support for RoHS (EN 50581:2012) and WEEE regulations

Warranty, services and support

- Limited Lifetime Warranty, see <https://www.arubanetworks.com/support-services/product-warranties/> for warranty and support information included with your product purchase
- For Software Releases and Documentation, refer to <https://asp.arubanetworks.com/downloads>
- For support and services information, visit <https://www.arubanetworks.com/support-services/arubacare/>



SPECIFICATIONS

	Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch (JL658A)	Aruba 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL659A)	Aruba 6300M 24-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL660A)	Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A)
Description	24x 1G/10G SFP+ ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	48x ports SmartRate 100M/1G/2.5G/5G BaseT Class 6 PoE ports supporting up to 60W per port 4x 1/10/25/50G SFP ports Supports PoE Standards IEEE 802.3af, 802.3at and 802.3bt (up to 60W) 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	24x ports Smart Rate 100M/1G/2.5G/5G BaseT Class 6 PoE ports supporting up to 60W per port 4x 1/10/25/50G SFP ports Supports PoE Standards IEEE 802.3af, 802.3at and 802.3bt (up to 60W) 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	48x ports 10/100/1000 BaseT PoE+ ports supporting up to 30W per port 4x 1/10/25/50G SFP ports Supports PoE Standards IEEE 802.3af, 802.3at 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App
Power supplies	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supports JL085A PSU	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supported PSUs JL086A JL087A JL670A Max PoE Power: 2880W	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supported PSUs JL086A JL087A JL670A Max PoE Power: 1440W	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supported PSUs JL086A JL087A JL670A Max PoE Power: 1440W
Fans	Switch has two fan tray slots and comes with two fan trays installed. • Min 2 fan trays required. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with two fan trays installed. • Min 2 fan trays required. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with one fan tray installed. • Min 1 fan tray required. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with one fan tray installed. • Min 1 fan tray required. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.
Physical characteristics				
Dimensions	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")
Configuration Weight	5.8 Kg (12.78 lbs)	6.71 kg (14.8 lbs)	6.06 (13.36 lbs)	5.72 kg (12.61 lbs)
Additional Specifications				
CPU	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz
Memory and Flash	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC
Packet Buffer	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch (JL658A)	Aruba 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL659A)	Aruba 6300M 24-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL660A)	Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A)
Performance				
System Switching Capacity	880 Gbps	880 Gbps	880 Gbps	880 Gbps
System Throughput Capacity	660 Mpps	660 Mpps	660 Mpps	660 Mpps
Model Switching Capacity	880 Gbps	880 Gbps	640 Gbps	496 Gbps
Model Throughput Capacity	654 Mpps	654 Mpps	476 Mpps	369 Mpps
Average Latency (LIFO-64-bytes packets)	1Gbps: 1.99µSec 10Gbps: 1.49µSec 25Gbps: 2.85µSec 50Gbps: 2.82µSec	1Gbps: 4.24µSec 10Gbps: 1.50µSec 25Gbps: 2.91µSec 50Gbps: 3.49µSec	1Gbps: 4.24µSec 10Gbps: 1.50µSec 25Gbps: 2.91µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec
Stack Size	10 members	10 members	10 members	10 members
Max. Stacking Distance	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers
Stacking Bandwidth	200 Gbps	200 Gbps	200 Gbps	200 Gbps
Switched Virtual Interfaces (dual stack)	1,024	1,024	1,024	1,024
IPv4 Host Table (ARP)	49,152	49,152	49,152	49,152
IPv6 Host Table (ND)	49,152	49,152	49,152	49,152
IPv4 Unicast Routes	61,000	61,000	61,000	61,000
IPv6 Unicast Routes	61,000	61,000	61,000	61,000
IPv4 Multicast Routes	8,192	8,192	8,192	8,192
IPv6 Multicast Routes	8,192	8,192	8,192	8,192
MAC Table Capacity	32,768	32,768	32,768	32,768
IGMP Groups	8,192	8,192	8,192	8,192
MLD Groups	8,192	8,192	8,192	8,192
IPv4/IPv6/MAC ACL Entries (ingress)	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480
IPv4/IPv6/MAC ACL Entries (egress)	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192
Environment				
Operating Temperature	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time. Operating temperature is reduced to 32°F (0°C) to 104°F (40°C) up to 5000ft when 10G SFP+ LR or ER Transceivers are installed.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time. Requires two fan trays to support excursion.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.
Operating Relative Humidity	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch (JL658A)	Aruba 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL659A)	Aruba 6300M 24-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL660A)	Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A)
Environment (continued)				
Non-Operating	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft
Non-Operating Storage relative humidity	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing
Max Operating Altitude	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max
Max non-operating Altitude	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max
Acoustic	Sound Power, L_{WAd} = 4.9 Bel Sound Pressure, L_{pAm} (Bystander) = 31.0 dB	Sound Power, L_{WAd} = 4.8 Bel Sound Pressure, L_{pAm} (Bystander) = 30.6 dB	Sound Power, L_{WAd} = 5.2 Bel Sound Pressure, L_{pAm} (Bystander) = 34.2 dB	Sound Power, L_{WAd} = 4.7 Bel Sound Pressure, L_{pAm} (Bystander) = 29.8 dB
Primary Airflow	Front and side to back	Front and side to back	Front and side to back	Front and side to back
Electrical Characteristics				
Frequency	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz
AC Voltage	JL085A PSU: 100V-240V	JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V	JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V	JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V
Current (for voltages listed above)	JL085A PSU: 3A/1.2A	JL670A PSU: 11A/8A JL086A PSU: 8A/3.5A JL087A PSU: 12A/5A	JL670A PSU: 11A/8A JL086A PSU: 8A/3.5A JL087A PSU: 12A/5A	JL670A PSU: 11A/8A JL086A PSU: 8A/3.5A JL087A PSU: 12A/5A
Power Consumption (230VAC)	Hibernation (0 rpm fan): 9W Idle: 51W 100% Traffic Rate: 85W	With JL086A PSU: Hibernation (0 rpm fan): 24W Idle: 133W 100% Traffic Rate: 199W With JL087A PSU: Hibernation (0 rpm fan): 22W Idle: 138W 100% Traffic Rate: 193W With JL670A PSU: Hibernation (0 rpm fan): 21W Idle: 140W 100% Traffic Rate: 201W	With JL086A PSU: Hibernation (0 rpm fan): 24W Idle: 93W 100% Traffic Rate: 137W With JL087A PSU: Hibernation (0 rpm fan): 22W Idle: 91W 100% Traffic Rate: 131W With JL670A PSU: Hibernation (0 rpm fan): 21W Idle: 98W 100% Traffic Rate: 139W	With JL086A PSU: Hibernation (0 rpm fan): 18W Idle: 70W 100% Traffic Rate: 90W With JL087A PSU: Hibernation (0 rpm fan): 16W Idle: 71W 100% Traffic Rate: 88W With JL670A PSU: Hibernation (0 rpm fan): 16W Idle: 73W 100% Traffic Rate: 96W
Safety				
	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch (JL658A)	Aruba 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL659A)	Aruba 6300M 24-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL660A)	Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A)
Emissions				
	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010
Lasers				
	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)
Immunity				
Generic	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35
EN	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017
ESD	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2
Radiated	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3
EFT/Burst	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4
Surge	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5
Conducted	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6
Power frequency magnetic field	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8
Voltage dips and interruptions	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11
Harmonics	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2
Flicker	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3
Mounting and Enclosure				
	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Switch (JL663A)	Aruba 6300M 24-port 1GbE and 4-port SFP56 Switch (JL664A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Power-to-Port 2 Fan Trays 1 PSU Bundle (JL762A)
Description	24x ports 10/100/1000 BaseT PoE+ ports supporting up to 30W per port 4x 1/10/25/50G SFP ports Supports PoE Standards IEEE 802.3af, 802.3at 1x USB C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	48x ports 10/100/1000 BaseT ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	24x ports 10/100/1000 BaseT ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	48x ports 10/100/1000 BaseT ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM 1x USB Type A Host port 1x Bluetooth dongle to be used with AOS-CX Mobile App
Power supplies	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supported PSUs JL086A JL087A JL670A Max PoE Power: 720W	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supports JL085A PSU	2 field-replaceable, hot-swappable power supply slots 1 minimum power supply required (ordered separately) Supports JL085A PSU	2 Field-replacable, hot-swappable power-supply slots and comes with 1 Pwr2Prt power-supply pre-installed Additional Pwr2Prt power-supply can be ordered separately Supports JL760A Pwr2Prt power-supply only
Fans	Switch has two fan tray slots and comes with one fan tray installed. • Min 1 fan tray required. Optional second fan tray ordered separately. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with one fan tray installed. • Min 1 fan tray required. Optional second fan tray ordered separately. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with one fan tray installed. • Min 1 fan tray required. Optional second fan tray ordered separately. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans.	Switch has two fan tray slots and comes with two fan trays installed. • Min 2 fan trays required. • Fan trays are field replaceable and hot-swappable. • Each fan tray contains two fans. • Supports JL761A Pwr2Prt Fan Tray only.
Physical characteristics				
Dimensions	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm x (W) 44.2 cm x (D) 38.5 cm (1.73" x 17.4" x 15.2")	(H) 4.4 cm (W) 44.2 cm (D) 38.5 cm (1.73" x 17.4" x 15.2")
Configuration Weight	5.55 kg (12.23 lbs)	5.51 kg (12.14 lbs)	5.43 kg (11.97 lbs)	1PSU: 5.7 kg (12.5 lbs) 2PSU: 6.27kg (13.8 lbs)
Additional Specifications				
CPU	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz
Memory and Flash	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GBytes DDR4 32 GBytes eMMC
Packet Buffer	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Shared Packet Buffer Memory



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Switch (JL663A)	Aruba 6300M 24-port 1GbE and 4-port SFP56 Switch (JL664A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Power-to-Port 2 Fan Trays 1 PSU Bundle (JL762A)
Performance				
System Switching Capacity	880 Gbps	880 Gbps	880 Gbps	880 Gbps
System Throughput Capacity	660 Mpps	660 Mpps	660 Mpps	660 Mpps
Model Switching Capacity	448 Gbps	496 Gbps	448 Gbps	496 Gbps
Model Throughput Capacity	334 Mpps	369 Mpps	334 Mpps	369 Mpps
Average Latency (LIFO-64-bytes packets)	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec
Stack Size	10 members	10 members	10 members	10 members
Max. Stacking Distance	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers
Stacking Bandwidth	200 Gbps	200 Gbps	200 Gbps	200 Gbps
Switched Virtual Interfaces (dual stack)	1,024	1,024	1,024	1,024
IPv4 Host Table (ARP)	49,152	49,152	49,152	49,152
IPv6 Host Table (ND)	49,152	49,152	49,152	49,152
IPv4 Unicast Routes	61,000	61,000	61,000	61,000
IPv6 Unicast Routes	61,000	61,000	61,000	61,000
IPv4 Multicast Routes	8,192	8,192	8,192	8,192
IPv6 Multicast Routes	8,192	8,192	8,192	8,192
MAC Table Capacity	32,768	32,768	32,768	32,768
IGMP Groups	8,192	8,192	8,192	8,192
MLD Groups	8,192	8,192	8,192	8,192
IPv4/IPv6/MAC ACL Entries (ingress)	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480
IPv4/IPv6/MAC ACL Entries (egress)	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192
Environment				
Operating Temperature	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) upto 5000 ft derate -1°C for every 1000 ft from 5000 ft to 10000 ft
Operating Relative Humidity	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing
Non-Operating	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15000 ft
Non-Operating Storage relative humidity	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Switch (JL663A)	Aruba 6300M 24-port 1GbE and 4-port SFP56 Switch (JL664A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Power-to-Port 2 Fan Trays 1 PSU Bundle (JL762A)
Environment (continued)				
Max Operating Altitude	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10000 feet (3.04 km) Max
Max non-operating Altitude	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15000 feet (4.6 km) Max
Acoustic	Sound Power, L_{WAd} = 4.7 Bel Sound Pressure, L_{pAm} (Bystander) = 29.4 dB	Sound Power, L_{WAd} = 4.6 Bel Sound Pressure, L_{pAm} (Bystander) = 28.7 dB	Sound Power, L_{WAd} = 4.6 Bel Sound Pressure, L_{pAm} (Bystander) = 28.6 dB	Sound Power, L_{WAd} = 5.0 Bel Sound Pressure, L_{pAm} (Bystander) = 32.5 dB with 1 x JL760A PSU
Primary Airflow	Front and side to back	Front and side to back	Front and side to back	Back to Front and Side
Electrical Characteristics				
Frequency	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz
AC Voltage	JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V	JL085A PSU: 100V-240V	JL085A PSU: 100V-240V	JL760A PSU: 100V-240V
Current (for voltages listed above)	JL670A PSU: 11A/8A JL086A PSU: 8A/3.5A JL087A PSU: 12A/5A	JL085A PSU: 3A/1.2A	JL085A PSU: 3A/1.2A	JL760A PSU: 3A-1.2A
80plus.org certificaion				TBA for JL760A PS.
Power Consumption (230VAC)	With JL086A PSU: Hibernation (0 rpm fan): 20W Idle: 60W 100% Traffic Rate: 76W With JL087A PSU: Hibernation (0 rpm fan): 17W Idle: 59W 100% Traffic Rate: 74W With JL670A PSU: Hibernation (0 rpm fan): 16W Idle: 62W 100% Traffic Rate: 81W	Hibernation (0 rpm fan): 9W Idle: 56W 100% Traffic Rate: 75W	Hibernation (0 rpm fan): 9W Idle: 49W 100% Traffic Rate: 64W	Hibernation (0rpm fan): 9W Idle: 56W 100% Traffic Rate: 75W
Safety				
	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 EN 62368-1:2014 +A11:2017 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations IEC 62368-1:2014 2nd Ed. Taiwan: CNS-14336-1



SPECIFICATIONS (CONTINUED)

	Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Switch (JL663A)	Aruba 6300M 24-port 1GbE and 4-port SFP56 Switch (JL664A)	Aruba 6300M 48-port 1GbE and 4-port SFP56 Power-to-Port 2 Fan Trays 1 PSU Bundle (JL762A)
Emissions				
	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55032:2015 +AC:2016, Class A EN 55035:2017 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC 47 CFR part 15B, Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 32 Ed 2.0: 2015 + COR1:2016, Class A CISPR 35:2016
Lasers				
	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)
Immunity				
Generic	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 35
EN	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55035:2017
ESD	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2
Radiated	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3
EFT/Burst	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4
Surge	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5
Conducted	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6
Power frequency magnetic field	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8
Voltage dips and interruptions	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11
Harmonics	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2
Flicker	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3
Mounting and Enclosure				
	Mounts in an EIA- standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA- standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA- standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA- standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.



SPECIFICATIONS

	Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL665A)	Aruba 6300F 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL666A)	Aruba 6300F 48-port 1GbE and 4-port SFP56 Switch (JL667A)	Aruba 6300F 24-port 1GbE and 4-port SFP56 Switch (JL668A)
Description	48x ports 10/100/1000BaseT PoE+ Ports supporting up to 30W per port 4x 1/10/25/50G SFP ports Supports PoE Standards IEEE 802.3af, 802.3at 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	24x ports 10/100/1000BaseT Ports supporting up to 30W per port 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	48x ports 10/100/1000BaseT Ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App	24x ports 10/100/1000BaseT Ports 4x 1/10/25/50G SFP ports 1x USB-C Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used with CX Mobile App
Power supplies	Internal (fixed) power supply (950W) Max PoE Power: 720W	Internal (fixed) power supply (950W) Max PoE Power: 370W	Internal (fixed) power supply (200W)	Internal (fixed) power supply (200W)
Fans	Fixed fans	Fixed fans	Fixed fans	Fixed fans
Physical characteristics				
Dimensions	(H) 4.39 cm x (W) 44.2 cm x (D) 32.7 cm (1.73" x 17.4" x 12.9")	(H) 4.39 cm x (W) 44.2 cm x (D) 32.7 cm (1.73" x 17.4" x 12.9")	(H) 4.39 cm x (W) 44.2 cm x (D) 32.7 cm (1.73" x 17.4" x 12.9")	(H) 4.39 cm x (W) 44.2 cm x (D) 32.7 cm (1.73" x 17.4" x 12.9")
Configuration Weight	5.10 kg (11.24 lbs)	4.95 kg (10.91 lbs)	4.46 kg (9.83 lbs)	4.36 kg (9.61 lbs)
Additional Specifications				
CPU	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz	Quad Core ARM Cortex™ A72 @ 1.8GHz
Memory and Flash	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC	8 GB DDR4 32 GB eMMC
Packet Buffer	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory	8 MB Packet Buffer Memory



SPECIFICATIONS

	Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL665A)	Aruba 6300F 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL666A)	Aruba 6300F 48-port 1GbE and 4-port SFP56 Switch (JL667A)	Aruba 6300F 24-port 1GbE and 4-port SFP56 Switch (JL668A)
Performance				
System Switching Capacity	880 Gbps	880 Gbps	880 Gbps	880 Gbps
System Throughput Capacity	660 Mpps	660 Mpps	660 Mpps	660 Mpps
Model Switching Capacity	496 Gbps	448 Gbps	496 Gbps	448 Gbps
Model Throughput Capacity	369 Mpps	334 Mpps	369 Mpps	334 Mpps
Average Latency (LIFO-64-bytes packets)	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec	1Gbps: 2.28µSec 10Gbps: 1.46µSec 25Gbps: 1.90µSec 50Gbps: 3.49µSec
Stack Size	10 members	10 members	10 members	10 members
Max. Stacking Distance	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers	Up to 10 kms with long range transceivers
Stacking Bandwidth	200 Gbps	200 Gbps	200 Gbps	200 Gbps
Switched Virtual Interfaces (dual stack)	1,024	1,024	1,024	1,024
IPv4 Host Table (ARP)	49,152	49,152	49,152	49,152
IPv6 Host Table (ND)	49,152	49,152	49,152	49,152
IPv4 Unicast Routes	61,000	61,000	61,000	61,000
IPv6 Unicast Routes	61,000	61,000	61,000	61,000
IPv4 Multicast Routes	8,192	8,192	8,192	8,192
IPv6 Multicast Routes	8,192	8,192	8,192	8,192
MAC Table Capacity	32,768	32,768	32,768	32,768
IGMP Groups	8,192	8,192	8,192	8,192
MLD Groups	8,192	8,192	8,192	8,192
IPv4/IPv6/MAC ACL Entries (ingress)	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480	20,480/5,120/20,480
IPv4/IPv6/MAC ACL Entries (egress)	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192	8,192/2,048/8,192



SPECIFICATIONS (CONTINUED)

	Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL665A)	Aruba 6300F 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL666A)	Aruba 6300F 48-port 1GbE and 4-port SFP56 Switch (JL667A)	Aruba 6300F 24-port 1GbE and 4-port SFP56 Switch (JL668A)
Environment				
Operating Temperature	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.	32°F to 113°F (0°C to 45°C) up to 5,000 ft. Derate -1 degree C for every 1,000 ft from 5,000 ft to 10,000 ft. Can support excursion to 131°F (55°C) for short periods ¹ of time.
Operating Relative Humidity	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing	15% to 95% @ 104°F (40°C) non-condensing
Non-Operating	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft	-40°F to 158°F (-40°C to 70°C) up to 15,000 ft
Non-Operating Storage relative humidity	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing	15% to 90% @ 149°F (65°C) non-condensing
Max Operating Altitude	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max	10,000 feet (3.04 km) Max
Max non-operating Altitude	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max	15,000 feet (4.6 km) Max
Acoustic	Sound Power, L _{WAd} = 5.2 Bel Sound Pressure, L _{pAm} (Bystander) = 34.9 dB	Sound Power, L _{WAd} = 5.0 Bel Sound Pressure, L _{pAm} (Bystander) = 32.3 dB	Sound Power, L _{WAd} = 4.9 Bel Sound Pressure, L _{pAm} (Bystander) = 31.5 dB	Sound Power, L _{WAd} = 4.9 Bel Sound Pressure, L _{pAm} (Bystander) = 31.6 dB
Primary Airflow	Front and side to back	Front and side to back	Front and side to back	Front and side to back
Electrical Characteristics				
Frequency	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz	50Hz/60Hz
AC Voltage	Fixed PSU: 100V-120V/200V-240V	Fixed PSU: 100V-120V/200V-240V	Fixed PSU: 100V-120V/200V-240V	Fixed PSU: 100V-120V/200V-240V
Current (for voltages listed above)	Fixed PSU: 11A/6A	Fixed PSU: 11A/6A	Fixed PSU: 2.5A/1.4A	Fixed PSU: 2.5A/1.4A
80plus.org certification				
Power Consumption (230VAC)	Hibernation (0 rpm fan): 12W Idle: 63W 100% Traffic Rate: 86W	Hibernation (0 rpm fan): 12W Idle: 52W 100% Traffic Rate: 67W	Hibernation (0 rpm fan): 6W Idle: 52W 100% Traffic Rate: 74W	Hibernation (0 rpm fan): 6W Idle: 49W 100% Traffic Rate: 63W
Safety				
	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations	Europe: EN 60950-1:2006 +A11:2009 +A1:2010 +A12:2011 + A2:2013 US: UL 60950-1 2nd Ed. Canada: CAN/CSA-C22.2 No. 60950-1-07 Worldwide: IEC 60950-1:2005 w/all known National Deviations



SPECIFICATIONS (CONTINUED)

	Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL665A)	Aruba 6300F 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL666A)	Aruba 6300F 48-port 1GbE and 4-port SFP56 Switch (JL667A)	Aruba 6300F 24-port 1GbE and 4-port SFP56 Switch (JL668A)
Emissions				
	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010	Europe: EN 55022:2010, Class A EN 55032:2012, Class A EN 55024:2010 EN 61000-3-2:2014 EN 61000-3-3:2013 US: FCC part 15 Class A Canada: ICES-003 Class A Worldwide: VCCI Class A CISPR 22 Class A CISPR 32 Class A CISPR 24:2010
Lasers				
	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)	EN 60825-1:2007 / IEC 60825-1:2007 Class 1 Class 1 Laser Products / Laser Klasse 1 (Applicable for accessories - Optical Transceivers only)
Immunity				
Generic	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35	CISPR 24 / CISPR 35
EN	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017	EN 55024:2010 / EN 55035:2017
ESD	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2	IEC 61000-4-2
Radiated	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3	IEC 61000-4-3
EFT/Burst	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4	IEC 61000-4-4
Surge	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5	IEC 61000-4-5
Conducted	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6	IEC 61000-4-6
Power frequency magnetic field	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8	IEC 61000-4-8
Voltage dips and interruptions	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11	IEC 61000-4-11
Harmonics	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2	IEC 61000-3-2, EN 61000-3-2
Flicker	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3	IEC 61000-3-3, EN 61000-3-3
Mounting and Enclosure				
	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.	Mounts in an EIA-standard 19 in. telco rack or equipment cabinet. Horizontal surface mounting only. 2-post rack kit included.



STANDARDS AND PROTOCOLS

- ANSI/TIA-1057 LLDP Media Endpoint Discovery (LLDP-MED)
- CPU DoS Protection
- Bootstrap Router (BSR) Mechanism for PIM, PIM WG
- draft-ietf-savi-mix
- IEEE 802.1AB-2005
- IEEE 802.1ak-2007
- IEEE 802.1AX-2008 Link Aggregation
- IEEE 802.1D MAC Bridges
- IEEE 802.1p Priority
- IEEE 802.1Q VLANs
- IEEE 802.1s Multiple Spanning Trees
- IEEE 802.1t-2001
- IEEE 802.1v VLAN classification by Protocol and Port
- IEEE 802.1w Rapid Reconfiguration of Spanning Tree
- IEEE 802.3ad Link Aggregation Control Protocol (LACP)
- IEEE 802.3ae 10-Gigabit Ethernet
- IEEE 802.3af Power over Ethernet
- IEEE 802.3at Power over Ethernet
- IEEE 802.3bt Power over Ethernet
- IEEE 802.3az Energy Efficient Ethernet (EEE)
- IEEE 802.3x Flow Control
- IEEE 802.3z 1000BASE-X
- RFC 1122 Requirements for Internet Hosts - Communications Layers
- RFC 1215 Convention for defining traps for use with the SNMP
- RFC 1256 ICMP Router Discovery Messages
- RFC 1350 TFTP Protocol (revision 2)
- RFC 1393 Traceroute Using an IP Option
- RFC 1403 BGP OSPF Interaction
- RFC 1519 CIDR
- RFC 1542 BOOTP Extensions
- RFC 1583 OSPF Version 2
- RFC 1591 Domain Name System Structure and Delegation
- RFC 1657 Definitions of Managed Objects for BGP-4 using SMIv2
- RFC 1772 Application of the Border Gateway Protocol in the Internet
- RFC 1812 Requirements for IP Version 4 Router
- RFC 1918 Address Allocation for Private Internet
- RFC 1997 BGP Communities Attribute
- RFC 1998 An Application of the BGP Community Attribute in Multi-home Routing
- RFC 2131 DHCP
- RFC 2132 DHCP Options and BOOTP Vendor Extensions
- RFC 2236 IGMP
- RFC 2328 OSPF Version 2
- RFC 2375 IPv6 Multicast Address Assignments
- RFC 2385 Protection of BGP Sessions via the TCP MD5 Signature Option
- RFC 2401 Security Architecture for the Internet Protocol
- RFC 2402 IP Authentication Header
- RFC 2439 BGP Route Flap Damping
- RFC 2460 Internet Protocol, Version 6 (IPv6) Specification
- RFC 2464 Transmission of IPv6 over Ethernet Networks
- RFC 2545 Use of BGP-4 Multiprotocol Extensions for IPv6 Inter-Domain Routing
- RFC 2576 (Coexistence between SNMP V1, V2, V3)
- RFC 2579 (SMIv2 Text Conventions)
- RFC 2580 (SMIv2 Conformance)
- RFC 2710 Multicast Listener Discovery (MLD) for IPv6
- RFC 2711 IPv6 Router Alert Option
- RFC 2787 Definitions of Managed Objects for the Virtual Router Redundancy Protocol
- RFC 2918 Route Refresh Capability for BGP-4
- RFC 2925 Definitions of Managed Objects for Remote Ping, Traceroute, and Lookup Operations (Ping only)
- RFC 2934 Protocol Independent Multicast MIB for IPv4
- RFC 3019 MLDv1 MIB
- RFC 3046 DHCP Relay Agent Information Option
- RFC 3056 Connection of IPv6 Domains via IPv4 Clouds
- RFC 3065 Autonomous System Confederation for BGP
- RFC 3068 An Anycast prefix for 6to4 Relay Route
- RFC 3137 OSPF Stub Router Advertisement sFlow
- RFC 3376 IGMPv3
- RFC 3416 (SNMP Protocol Operations v2)
- RFC 3417 (SNMP Transport Mappings)
- RFC 3418 Management Information Base (MIB) for the Simple Network Management Protocol (SNMP)
- RFC 3484 Default Address Selection for IPv6
- RFC 3509 Alternative Implementations of OSPF Area Border Routers
- RFC 3575 IANA Considerations for RADIUS
- RFC 3623 Graceful OSPF Restart
- RFC 3768 VRRP
- RFC 3810 Multicast Listener Discovery Version 2 (MLDv2) for IPv6
- RFC 3973 PIM Dense Mode
- RFC 4022 MIB for TCP
- RFC 4113 MIB for UDP
- RFC 4213 Basic Transition Mechanisms for IPv6 Hosts and



Routers

- RFC 4251 The Secure Shell (SSH) Protocol
- RFC 4252 SSHv6 Authentication
- RFC 4253 SSHv6 Transport Layer
- RFC 4254 SSHv6 Connection
- RFC 4271 A Border Gateway Protocol 4 (BGP-4)
- RFC 4273 Definitions of Managed Objects for BGP-4
- RFC 4291 IP Version 6 Addressing Architecture
- RFC 4292 IP Forwarding Table MIB
- RFC 4293 Management Information Base for the Internet Protocol (IP)
- RFC 4360 BGP Extended Communities Attribute
- RFC 4419 Key Exchange for SSH
- RFC 4443 ICMPv6
- RFC 4456 BGP Route Reflection: An Alternative to Full Mesh Internal BGP (IBGP)
- RFC 4486 Subcodes for BGP Cease Notification Message
- RFC 4541 IGMP & MLD Snooping Switch
- RFC 4552 Authentication/Confidentiality for OSPFv3
- RFC 4601 PIM Sparse Mode
- RFC 4675 RADIUS VLAN & Priority
- RFC 4724 Graceful Restart Mechanism for BGP
- RFC 4760 Multiprotocol Extensions for BGP-4
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- RFC 4940 IANA Considerations for OSPF
- RFC 5065 Autonomous System Confederation for BGP
- RFC 5095 Deprecation of Type 0 Routing Headers in IPv6
- RFC 5187 OSPFv3 Graceful Restart
- RFC 5340 OSPFv3 for IPv6
- RFC 5424 Syslog Protocol
- RFC 5492 Capabilities Advertisement with BGP-4
- RFC 5519 Multicast Group Membership Discovery MIB (MLDv2 only)
- RFC 5701 IPv6 Address Specific BGP Extended Community Attribute
- RFC 5722 Handling of Overlapping IPv6 Fragments
- RFC 5798 VRRP (exclude Accept Mode and sub-sec timer)
- RFC 5880 Bidirectional Forwarding Detection
- RFC 5905 Network Time Protocol Version 4: Protocol and Algorithms Specification
- RFC 6620 FCFS SAVI
- RFC 6987 OSPF Stub Router Advertisement
- RFC 7047 The Open vSwitch Database Management Protocol
- RFC 7313 Enhanced Route Refresh Capability for BGP-4
- RFC 768 User Datagram Protocol
- RFC 783 TFTP Protocol (revision 2)
- RFC 791 IP
- RFC 792 ICMP
- RFC 793 TCP
- RFC 813 Window and Acknowledgement Strategy in TCP
- RFC 815 IP datagram reassembly algorithms
- RFC 8201 Path MTU Discovery for IP version 6
- RFC 826 ARP
- RFC 879 TCP maximum segment size and related topics
- RFC 896 Congestion control in IP/TCP internetworks
- RFC 917 Internet subnets
- RFC 919 Broadcasting Internet Datagrams
- RFC 922 Broadcasting Internet Datagrams in the Presence of Subnets (IP_BROAD)
- RFC 925 Multi-LAN address resolution
- RFC 951 BOOTP
- RFC 1027 Proxy ARP
- SNMPv1/v2c/v3
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- ITU-T Rec G.8032/Y.1344 Mar. 2010
- RFC 1757 Remote Network Monitoring Management Information Base
- 2.5G/5GBASE-T (IEEE 802.3bz-2016), 2.5G/5G NBASE-T
- 10GBASE-T (IEEE 802.3an-2006)
- 25-Gigabit Ethernet (IEEE 802.3by-2016, 802.3cc-2017)
- 50-Gigabit Ethernet (IEEE 802.3cd-2018)
- RFC 3101 OSPF Not-so-stubby-area option
- RFC 4750 OSPFv2 MIB partial support no SetMIB

ARUBA CX 6300 SWITCHES AND ACCESSORIES

Switch Models

- Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch (JL658A)
- Aruba 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL659A)
- Aruba 6300M 24-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch (JL660A)
- Aruba 6300M 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL661A)
- Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
- Aruba 6300M 48-port 1GbE and 4-port SFP56 Switch (JL663A)
- Aruba 6300M 24-port 1GbE and 4-port SFP56 Switch (JL664A)
- Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56



- Switch (JL665A)
- Aruba 6300F 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL666A)
- Aruba 6300F 48-port 1GbE and 4-port SFP56 Switch (JL667A)
- Aruba 6300F 24-port 1GbE and 4-port SFP56 Switch (JL668A)
- Aruba 6300M 48-port 1GbE and 4-port SFP56 Power-to-Port 2 Fan Trays 1 PSU Bundle (JL762A)

Power Supplies

- Aruba X371 12VDC 250W 100-240VAC Power Supply (JL085A)
- Aruba X372 54VDC 680W 100-240VAC Power Supply (JL086A)
- Aruba X372 54VDC 1050W 110-240VAC Power Supply (JL087A)
- Aruba X372 54VDC 1600W 110-240VAC Power Supply (JL670A)
- Aruba X371 12VDC 250W 100-240VAC Power-to-Port Power Supply (JL760A)

Fan Tray

- Aruba 6300M Fan Tray (JL669A)
- Aruba 6300M Power-to-Port Fan Tray (JL761A)

Mounting Kit

- HPE X410 1U Universal 4-post Rack Mount Kit (J9583A)
- Aruba X414 1U Universal 4-post Rack Mounting Kit (J9583B)

Cables

- Aruba 10G SFP+ to SFP+ 1m Direct Attach Copper Cable (J9281D)
- Aruba 10G SFP+ to SFP+ 3m Direct Attach Copper Cable (J9283D)
- Aruba 25G SFP28 to SFP28 0.65m Direct Attach Copper Cable (JL487A)
- Aruba 25G SFP28 to SFP28 3m Direct Attach Copper Cable (JL488A)
- Aruba 25G SFP28 to SFP28 5m Direct Attach Copper

Cable (JL489A)

- Aruba 50G SFP56 to SFP56 0.65m DAC Cable (R0M46A)
- Aruba 50G SFP56 to SFP56 3m DAC Cable (R0M47A)

Transceivers

- Aruba 100M SFP LC FX 2km MMF XCVR (J9054D)²
- Aruba 1G SFP LC SX 500m MMF Transceiver (J4858D)
- Aruba 1G SFP LC LX 10km SMF Transceiver (J4859D)
- Aruba 1G SFP LC LH 70km SMF Transceiver (J4860D)
- Aruba 1G SFP RJ45 T 100m Cat5e Transceiver (J8177D)
- Aruba 10G SFP+ LC SR 300m MMF Transceiver (J9150D)
- Aruba 10G SFP+ LC LR 10km SMF Transceiver (J9151E)
- Aruba 10G SFP+ LC ER 40km SMF Transceiver (J9153D)
- Aruba 10GBASE-T SFP+ RJ-45 30m Cat6A Transceiver (JL563A)
- Aruba 25G SFP28 LC SR 100m MMF Transceiver (JL484A)
- Aruba 25G SFP28 LC eSR 400m MMF Transceiver (JL485A)
- Aruba 25G SFP28 LC LR 10km SMF Transceiver (JL486A)

Software

- Aruba CX Mobile App <https://www.arubanetworks.com/products/networking/switches/cx-mobileapp/>
- Aruba NetEdit Single Node: 1 year (JL639AAE)
- Aruba NetEdit Single Node: 3 years (JL640AAE)



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for waterline improvements along Second Street and Adoue Street; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Every three years, Brazoria County is awarded Community Development Block Grant Funds from the Federal Government that it passes along to cities within Brazoria County for projects that will benefit low- and moderate-income areas of the City. The City of Alvin has received these funds every three years for the previous sixteen plus years and has historically used them to fund park and utility projects (alternating between the two). In order to receive these funds, the City is required to submit an application in the spring of the award year. The application must include projects that meet the County's criteria and are in low, and/or moderate-income areas of the City as determined by CDBG. This year staff submitted an application for funds to place waterlines along the Second Street and Adoue Street bridges over Mustang Bayou. This project will allow the City to connect their system on the west and central residential areas and help maintain an acceptable water pressure in the event of a water main break or equipment failure at the City's well sites. City Staff was notified by the County in early October that the project had been approved to receive CDBG grant funds in the amount of \$250,000 and that the agreement would follow in the next couple of months. Staff recommends approval of the Agreement.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/14/2021 SLH

Supporting documents attached:

- Agreement Between Brazoria County and the City of Alvin for CDBG Grant Funds for waterline improvements

Recommendation: Move to approve an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for waterline improvements along Second Street and Adoue Street; and authorize the Mayor to sign the Agreement 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 ☒

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

THIS AGREEMENT is entered into on this 1st day of October 2020, by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-20-UC-48-0005; and

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2020 Community Development Block Grant (CDBG) Program Action Plan:

ALVIN WATER IMPROVEMENTS - The City of Alvin will replace approximately 790 linear feet of 8" and 6" cast iron waterline with same size 8" and 6" PVC waterline, along with installing galvanized hangers, various bends and fitting to align the new steel line crossing the bridge to the existing PVC and AC waterlines that are in the ground at both locations across Mustang Bayou bridges at 2nd Street and Adoue Street. This upgrade will allow the City to connect their system on the west and central residential areas and help maintain an acceptable water pressure in the event of a water main break or equipment failure at the City's well sites.

II. NATIONAL OBJECTIVES

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

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 4,615 people, of which 68.58% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through library improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2020 and end on the 31st day of December, 2021. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

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

Total: 15 months

V. PERFORMANCE MONITORING

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

VI. GRANT AMOUNT

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

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

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Water Improvements	\$250,000.00
Total	<u>\$250,000.00</u>

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

VIII. PAYMENT

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

IX. NOTICES

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

Grantee

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

Subrecipient

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

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

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

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services

to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation Insurance

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

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

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Beneficiary Data

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

4. Property Records

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Travel

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

5. Progress Reports

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

D. Procurement of Materials, Property or Services

1. Compliance

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

2. Procurement and Property Management Standards

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

3. Use and Reversion of Assets:

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

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

- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

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

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. Section 3

A. Compliance

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

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

§135.38 Section 3 Clause.

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

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

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

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

B. Notifications

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

C. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

subcontracts, sub-grants, and contacts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d. Lobbying Certification – (paragraph d)

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

6. Copyright

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

7. Religious Organization

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

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
Paul Horn

By: _____
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

Date: _____



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$30,000 from the Community Development Block Grant (CDBG) for basketball court improvements at Ruben Adame Park; and authorize the Mayor to sign the Agreement upon legal review.

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

Summary: City staff was contacted by Brazoria County Commissioner Stacy Adams in April 2020 asking if the City had any projects that would be submitted for Community Development Block Grant (CDBG) funding that his office could partner with the City. Each grant cycle each Commissioner is given +/- \$30,000 in discretionary funds to spend in their Precinct. The conversion of the half basketball court into a full court at Ruben Adame Park was identified as a possible project and was sent to CDBG for consideration. The CDBG has approved \$30,000 for this project pending approval of the attached agreement by the City Council. This project will be the fourth project to receive discretionary CDBG grant funds from Commissioner Adams. Staff recommends approval of the agreement.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/14/2021 SLH

Supporting documents attached:

- Agreement Between Brazoria County and the City of Alvin for CDBG Grant Funds for the Adame Park Improvements

Recommendation: Move to approve an Agreement between Brazoria County and the City of Alvin for the City to receive \$30,000 from the Community Development Block Grant (CDBG) for basketball court improvements at Ruben Adame Park; and authorize the Mayor to sign the Agreement 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 ☒

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

THIS AGREEMENT is entered into on this 1st day of October 2020, by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-20-UC-48-0005; and

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2020 Community Development Block Grant (CDBG) Program Action Plan:

ALVIN PARK IMPROVEMENTS - The City of Alvin will expand the current half-court basketball court at Ruben Adame Park to a full-sized regulation basketball court.

II. NATIONAL OBJECTIVES

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

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 3,615 people, of which 59.61% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through library improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2020 and end on the 30th day of September, 2021. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete basketball court construction	<u>9 months</u>
Total:	<u>12 months</u>

V. PERFORMANCE MONITORING

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

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Thirty Thousand Dollars and No Cents (\$30,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Thirty Thousand Dollars and No Cents (\$30,000.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Park Improvements	\$30,000.00
Total	<u>\$30,000.00</u>

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

VIII. PAYMENT

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

IX. NOTICES

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

Grantee

Subrecipient

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

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

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

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

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation Insurance

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Thirty Thousand Dollars and No Cents (\$30,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

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

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

2. Retention

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

3. Beneficiary Data

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

4. Property Records

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

5. Close-outs

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

6. Audits & Inspections

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

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

C. Additional Requirements

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Travel

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

5. Progress Reports

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

D. Procurement of Materials, Property or Services

1. Compliance

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

2. Procurement and Property Management Standards

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

3. Use and Reversion of Assets:

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

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

unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

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

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. Section 3

A. Compliance

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

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

§135.38 Section 3 Clause.

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

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

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

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

B. Notifications

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

C. Subcontracts

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

entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification – (paragraph d)

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

6. Copyright

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

7. Religious Organization

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

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
Paul Horn

By: _____
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

Date: _____



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Discuss and consider an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$381,980 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase 2; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: In 2011, Dannenbaum Engineering Corporation (DEC) completed a grant-funded drainage analysis/study of the M-1 Ditch Watershed. The study identified possible locations for storm water detention and storm sewer system improvements within the watershed. The Moller Road Storm Sewer and Pavement Improvements Project Phase 2 is the fourth of several drainage improvement projects that were identified in the original study and has been divided into three phases to make it more manageable from a financial perspective. Phase 2 of the project consists of the removal, upsizing, and replacement of approximately 1350 feet of the existing storm sewer system and roadway pavement along Moller Road from the Phase 1 project limits (south of Carmie Street) to just south of the intersection with Stadium Drive. Upon completion of this three-phase project, Moller Road will have been converted from an asphalt roadway with a hybrid open ditch over an underground storm sewer drainage system, to a concrete curb and gutter roadway with an underground storm sewer system that will be capable of conveying the 5-year storm event from areas along Stadium Drive to the M-1 Ditch at South Street. The existing drainage system along Moller and Stadium conveys less than a 2-year storm event currently. It is anticipated that the City will see the following benefits once the entire project is complete: improved drainage along Stadium Drive/Moller Road and the associated side streets, a reduction in the number/frequency of losses due to minor flooding of structures in this portion of the M-1 Ditch Watershed, lessen the frequency of street flooding along Stadium Drive, reduce the maintenance costs associated with Moller Road since it will be converted from asphalt to concrete, and increase walkability in the area by adding a sidewalk along Moller Road.

The Engineering Services Agreement being considered will provide final engineering design and complete plan set with bid package for Phase 2 of the project. It is proposed that these services will be complete in a period of ten months. Approval of this Agreement will ensure that construction plans are available and ready for bid by December 2021. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report distributed to City Council on January 21, 2021.

Funding will come from the 2019 Certificate of Obligations.

Staff recommends approval of this Agreement.

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

Funding Account: 318 **Amount:** \$381,980 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/14/2021 SLH

Supporting documents attached:

- Dannenbaum Engineering Proposal- Moller Road Phase 2

Recommendation: Move to approve an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$381,980 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase 2; and authorize the City Manager to sign the Agreement 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 ☒

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 PO Box 22292 HOUSTON, TEXAS 77227 (713) 520-9570

January 21, 2021

Ms. Michelle Segovia, P.E., CFM
City of Alvin
1100 W. Hwy. 6
Alvin, Texas 77511

RE: Moller Road Storm Sewer and Pavement Improvements Phase 2

Dear Ms. Segovia:

Dannenbaum Engineering Corporation (DEC) is pleased to submit this proposal for the design of the proposed roadway and storm sewer improvements on Moller Road Phase 2. DEC previously separated the proposed roadway and storm sewer improvements on Moller Road, Durant Street, and Stadium Drive into \$1-3.6 million dollar construction projects. A Drainage Impact Analysis (DIA) and 30% Preliminary Engineering Report (PER) for roadway and drainage design were completed for Moller Road and Stadium Drive. The first phase construction plans are complete and the project recently went to bid. The first phase of proposed improvements included removing and replacing approximately 650 LF of the existing storm sewer system and roadway pavement along Moller Road from W South Street to South of Carmie Street and the Moller Road crossing over M-1. The second phase of proposed improvements will include removing and replacing approximately 1350 LF of the existing storm sewer system and roadway pavement along Moller Road from the Phase 1 project limits (station 6+50) to just south of the intersection with Stadium Drive (station 20+00). See attached Exhibit 1 for the DIA and PER study limits and the proposed Moller Road Construction project limits.

The following are assumptions used for this proposal:

- 30 foot wide roadway with 4 foot sidewalks (5 foot wide if adjacent to curb) on East side of road
- Concrete curb and gutter road
- Removal and replacement of driveways along project area will be considered
- Lateral connections from side streets to main trunkline will be considered
- Side streets and offsite areas connecting to proposed storm sewer to be left as is
- Existing street lighting system is to be left as is
- No utility improvements are proposed
- Utility conflicts and utility relocations will be addressed

The tasks and associated costs that will be required for the proposed analysis and design are listed below:

1.0 Data Collection

A topographic survey and geotechnical investigation have been completed for the project area. The Kuo & Associates survey scope and fee estimate included Level A SUE to be performed at up to five locations. A preliminary review of utility conflicts indicated that the Level A SUE will be needed at a number of locations during Phase 2 design, funds remaining in the Phase 1 budget will be used for the SUE. DEC will identify the locations and will coordinate with Kuo & Associates.

2.0 Moller Road Phase 2 Plans, Specifications, & Cost Estimate

2.1 Preliminary Plan Layout (Redline Design) – 50% Submittal and Approval

1. Prepare preliminary drawings. (Layout, project control, and profile)
2. Prepare preliminary quantities, cost estimate, and a list of specifications.

2.2 Final Plan Review – 90% Submittal and Approval

1. Prepare/revise final construction plans, cost estimate, and draft specifications.
2. Obtain approval signatures from utility and/or pipeline companies, other governmental agencies or municipalities.

2.3 Final Plan Approval – 100% Submittal and Approval

1. Submit 2 paper copies of the Final Plans and 1 digital copy, signed and sealed by a Professional Engineer.
2. Submit Specifications, unbound, signed and sealed by a Professional Engineer and 1 digital copy.
3. Submit opinion of probable construction cost.

3.0 Construction Phase Services

DEC will conduct construction phase services such as; evaluation of bid, prepare engineer letter of recommendation and prepare bid tabulation. This proposal also includes DEC effort for review of shop drawings, prepare/review of change orders, response to design issues, preparation of final completion letter or preparation of record drawings. DEC will conduct weekly site visits and review material testing.

4.0 Project Management

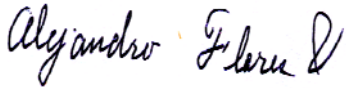
DEC will attend progress meetings with the City of Alvin staff, coordinate with sub-consultants, and perform QA/QC prior to all milestone submittals.

The cost for the tasks associated with the design of the pavement and drainage improvements is \$341,570. The cost for construction phase services is \$140,410 on a time and materials basis. The total cost is 381,980. A breakdown of the cost is included in Attachment 2.

The time for completion of the 100% Phase 2 Moller Roadway Design is 10 months from the City's approval of the proposal.

We appreciate the opportunity to present this proposal and to continue working with the City of Alvin on this important project. If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6365 or al.flores@dannenbaum.com.

Sincerely yours,
DANNENBAUM ENGINEERING CORPORATION



Alejandro C. Flores, P.E., CFM
H&H Division Manager

APPROVED BY THE CITY OF ALVIN

City Manager Junru Roland

Dated: _____

Attachments

1. Exhibit 1 Proposed Project Limits
2. Fee Estimate



EXHIBIT 1

Legend

— M-1_Ditch

PER_Study_Area

Proposed Project Phases

Phase 1

Phase 2

Phase 3

ATTACHMENT 2
MOLLER ROAD DESIGN - 10 MONTHS DESIGN
FEE ESTIMATE

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	CADD Operator	Clerical	Total Labor Hours	TOTAL COST/ TASK
	\$350.00	\$230.00	\$160.00	\$120.00	\$105.00		
PS&E [FINAL][10 MONTHS] (FROM 6+50 TO 20+00)							
ROADWAY DESIGN [50, 90, 100 Percent]	4	68	106	142	0	320	\$51,040.00
PREPARE TITLE/COVER/INDEX SHEET		2	2	4		8	\$1,260.00
PREPARE PROJECT LAYOUT (1"=200')		2	2	2		6	\$1,020.00
PREPARE EXISTING TYPICAL SECTIONS		2	2	2		6	\$1,020.00
PREPARE PROPOSED TYPICAL SECTIONS		2	2	2		6	\$1,020.00
PREPARE DEMO SHEETS & CALCULATE REMOVAL QUANTITIES		10	14	20		44	\$6,940.00
PREPARE ROADWAY PLAN AND PROFILE (1"=20')	4	24	44	60		132	\$21,160.00
PREPARE ROADWAY CROSS SECTIONS		4	10	16		30	\$4,440.00
CALCULATE ROADWAY, CROSS STREETS, DRIVEWAY, AND SIDEWALK QUANTITIES		10	16	20		46	\$7,260.00
CALCULATE FAST TRACK PAVING QUANTITIES		4	6	6		16	\$2,600.00
ALIGNMENT DATA		2	2	2		6	\$1,020.00
PREPARE ROADWAY STANDARDS		6	6	8		20	\$3,300.00
DRAINAGE [50, 90, 100 Percent]	6	58	116	152	0	332	\$52,240.00
PREPARE DRAINAGE PLAN AND PROFILE (1"=20')(Combine with Roadway)	4	20	50	60		134	\$21,200.00
PREPARE DRAINAGE LATERAL & DITCH PROFILES		20	40	60		120	\$18,200.00
PREPARE DRAINAGE STANDARD SHEETS	2	8	10	12		32	\$5,580.00
CALCULATE DRAINAGE QUANTITIES		10	16	20		46	\$7,260.00
UTILITY COORDINATION (Preliminary and Final)	2	46	70	66	2	186	\$30,610.00
CONFIRM EXISTING AND PROPOSED UTILITIES		8	10	10		28	\$4,640.00
PREPARE AND ATTEND UTILITY COORDINATION MEETINGS (Two Meetings during PS&E)		6	6			12	\$2,340.00
PREPARE EXISTING AND PROPOSED UTILITY P&P (1"=20')(PS&E)(Combine with Roadway)	2	20	30	40		92	\$14,900.00
PREPARE UTILITY STANDARDS(PS&E)		4	8	8		20	\$3,160.00
COORDINATE WITH PRIVATE UTILITIES & CONFLICT RESOLUTION		8	16	8	2	34	\$5,570.00
SWPPP	2	26	30	42	0	100	\$16,520.00
PREPARE SWPPP TEXT		4	4	6		14	\$2,280.00
PREPARE SWPPP STANDARDS [PS&E]		4	4	10		18	\$2,760.00
PREPARE SWPPP PLAN (1"=20')(PS&E)	2	14	16	20		52	\$8,880.00
CALCULATE SWPPP QUANTITIES [PS&E]		4	6	6		16	\$2,600.00
TRAFFIC CONTROL PLANS	0	28	40	58	0	126	\$19,800.00
PREPARE TRAFFIC CONTROL PLANS (1"=200')(PS&E)		20	28	40		88	\$13,880.00
PREPARE TRAFFIC CONTROL STANDARDS [PS&E]		4	4	10		18	\$2,760.00
CALCULATE TRAFFIC CONTROL QUANTITIES [PS&E]		4	8	8		20	\$3,160.00
SIGNING AND PAVEMENT MARKINGS [50, 90, 100 Percent]	2	18	24	34	0	78	\$12,760.00
PREPARE SIGNING AND PAVEMENT MARKING PLAN	2	10	16	20		48	\$7,960.00
PREPARE SIGNING AND PAVEMENT MARKING STANDARDS		4	4	8		16	\$2,520.00
CALCULATE SIGNING AND PAVEMENT MARKING QUANTITIES		4	4	6		14	\$2,280.00
FINAL ENGINEERING SUBMITTAL	28	66	70	34	4	202	\$40,680.00
DETERMINE/CHECK QUANTITIES	6	8	10	10		34	\$6,740.00
PREPARE OPINION OF CONSTRUCTION COST	4	8	8	8		28	\$5,480.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION	2	8	4			14	\$3,180.00
PREPARE GENERAL NOTES	2	8	8			18	\$3,820.00
PREPARE SPECIFICATIONS	2	8	12			22	\$4,460.00
PREPARE BID DOCUMENTS	2	8	8		2	20	\$4,030.00
CONDUCT QC ON FINAL ENGINEERING	10	16	16	16		58	\$11,660.00
PREPARE AND SUBMIT FINAL ENGINEERING SUBMITTAL (ALVIN)		2	4		2	8	\$1,310.00
FINAL PROJECT MANAGEMENT (5 MONTHS)	24	10	10	0	4	48	\$12,720.00
PREPARE MONTHLY INVOICES (8 Months)	16				2	18	\$5,810.00
ATTEND ALVIN PROJECT MEETINGS (2 Meetings)	8	8	8		2	26	\$6,130.00
COORDINATE WITH SUBCONSULTANTS (KUO)		2	2			4	\$780.00
CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS)	36	252	406	32	10	736	\$140,410.00
EVALUATE BID	4	6	6			16	\$3,740.00
PREPARE ENGINEER LETTER OF RECOMMENDATION	2	2	2		4	10	\$1,900.00
PREPARE BID TABULATION			4		2	6	\$850.00
ATTEND CITY COUNCIL MEETING	2	2	2			6	\$1,480.00
REVIEW SHOP DRAWINGS	2	12	12	10	2	38	\$6,790.00
REVIEW SHORING AND FORMING DETAILS	2	8	12	2		24	\$4,700.00
RESPOND TO RFIs	2	12	12	10	2	38	\$6,790.00
RESPOND TO GENERAL QUESTIONS	2	8	8			18	\$3,820.00
ASSIST CHANGE ORDER REVIEW & PREPARATION	4	32	32			68	\$13,880.00
CONDUCT WEEKLY SITE VISITS (1 per week)	4	36	220			260	\$44,880.00
REVIEW MATERIAL TESTING	4	20	28			52	\$10,480.00
ATTEND MEETINGS (1 meeting/mo for duration plus addnl meetings as needed)	4	94	32			130	\$28,140.00
PREPARE FINAL COMPELTION & ACCEPTANCE LETTER	2	10	16			28	\$5,560.00
PREPARE RECORD DRAWINGS	2	10	20	10		42	\$7,400.00
DIRECT EXPENSES							\$5,200.00
TRAVEL							\$4,500.00
60%, 90%, AND 100% P,S,& E DRAWING SETS (Two Sets Each)							\$700.00
TOTAL ENGINEERING SERVICES BASIC FEE	104	572	872	560	20	2128	\$381,980.00



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider Ordinance 21-B, amending the City of Alvin, Texas Ordinance 20-X, passed and approved on September 3, 2020, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2020-2021, by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Human Resource Department by funding a Human Resource Director and unfunding the Human Resource Manager position upon retirement as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: After serving the City of Alvin for 27 years, Mrs. Janie Padilla, Human Resource Manager, has submitted her notice to retire, effective April 29, 2021. As a result of the additional responsibilities, technical knowledge and civil service experience that will be necessary to properly administer Chapter 143, I am requesting that City Council amend the organizational chart to allow the hiring of a Human Resource Director to replace the Human Resource Manager position.

According to Chapter 143 Section 143.012 (c) of the Local Government Code, the Civil Service Commission may appoint: a commission member, a municipal employee, or some other person to serve as Director of the commission. On January 6, 2021, the Civil Service Commission elected to appoint a municipal employee (the City's Human Resource Manager) to serve as director of the Civil Service Commission. According to Chapter 143 of the Texas Civil Service law, the Director shall serve as secretary to the commission and perform work incidental to the civil service system as required by the commission and the local civil service rules. The Director must have a thorough understanding of Chapter 143 and be able to administer the Civil Service system.

Potential additional duties associated with the Human Resource/Civil Service Director include:

- 1.) Keeping records of local rules including the posting of rules adopted as well as maintaining all rules for free distribution.
- 2.) Assisting the commission with and during an investigation and report on all matters relating to enforcement and effect of Chapter 143 and any local rules adopted.
- 3.) Collecting, providing, and assisting with all documentation required for any appeals and/or hearings or requests for hearings brought to the commission as well as maintaining the open records attendant to said appeals and/or hearings.
- 4.) Maintaining the classifications and number of positions of all Police Officers and assisting in the preparation of ordinances to establish the classifications and/or number of positions for approval by the city council.
- 5.) Assisting in determining and posting of dates and location of examination for entry positions and promotional examination for the commission.
- 6.) Administering, grading and awarding seniority points as established by Chapter 143 and maintaining security of all civil service examinations for both entry positions and promotional positions.

- 7.) Administering the appeal process, including the preparation of appeals and attendant documents for the commission to hear and rule upon
- 8.) Posting of all raw scores from entrance and promotional examinations as well as posting of certified entrance and promotional lists in accordance with Chapter 143
- 9.) Receiving requests for hearing examiners for appeal of disciplinary, demotion, promotional pass over, and suspensions, and requesting neutral arbitrators in accordance with Chapter 143.
 - a. Attending such hearings and maintaining the attendant open records for the commission
- 10.) Maintaining the personnel file on each Police Officer containing the information required by Chapter 143.
- 11.) Serving as secretary to the commission and performing work incidental to the civil service system as required by the commission
- 12.) Any other duties as assigned by the commission.

Should City Council adopt Ordinance 21-B, the City Manager's hiring and termination of the Human Resource Director will require City Council's consent, as required in the City Charter. The pay range for this position will be equivalent to the pay range classification of other directors of the City.

Staff recommends adoption of Ordinance 21-B.

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:** 1/12/2021 SLH _____

Supporting documents attached:

- Ordinance 21-B
- Exhibit A – Proposed Human Resource Department Chart
- Exhibit B – Current Human Resource Department Chart

Recommendation: Move to approve Ordinance 21-B, amending the City of Alvin, Texas Ordinance 20-X, passed and approved on September 3, 2020, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2020-2021, by approving a budget amendment to the original 2020-2021 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Human Resource Department by funding a Human Resource Director and unfunding the Human Resource Manager position upon retirement as set forth in "Exhibit A;" providing for severability; and providing for other matters 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 ☒

ORDINANCE NO. 21-B

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN, TEXAS, ORDINANCE NO. 20-X, PASSED AND APPROVED SEPTEMBER 3, 2020, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2020-21 BUDGET; PROVIDING FOR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET AND THE ORGANIZATIONAL CHART OF THE HUMAN RESOURCE DEPARTMENT BY FUNDING A HUMAN RESOURCE DIRECTOR AND UNFUNDING THE HUMAN RESOURCE MANAGER POSITION UPON RETIREMENT AS SET FORTH IN EXHIBIT A; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2020-2021 Fiscal Year Budget and Ordinance 20-X adopting said budget are hereby amended for the purpose of funding the position of "Human Resource Director" and eliminating the Human Resource Manager position upon retirement of the current Human Resource Manager by amending the organizational chart of the Human Resource Department as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. All portions of the existing Alvin 2020-21 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

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

Section 4. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on the 21st day of January 2021.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul Horn, Mayor

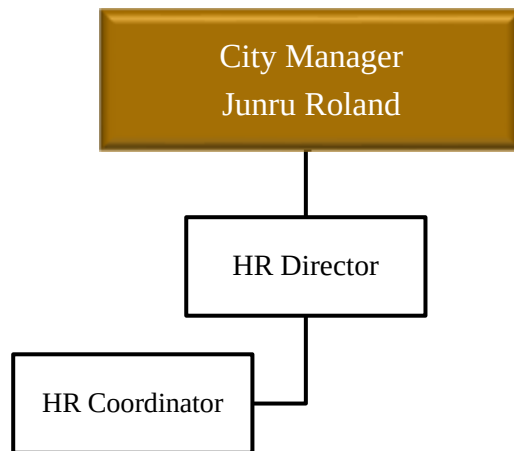
By: _____
Dixie Roberts, City Secretary

2020-2021

Organizational Chart

EXHIBIT A

Human Resources



Department Head

Full-time position

Full-time position –
Funding Split

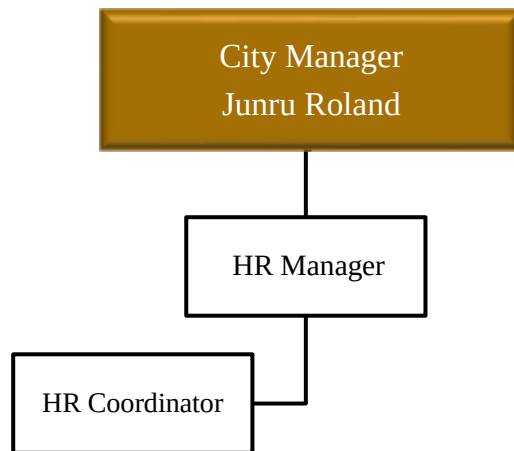
Part-time
position

2020-2021

Organizational Chart

EXHIBIT B

Human Resources



Department Head

Full-time position

Full-time position –
Funding Split

Part-time
position



AGENDA COMMENTARY

Meeting Date: 1/21/2021

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider Resolution 21-R-04, supporting the renaming of portions of Farm to Market Road (FM) 1462, between Highway 35 and FM 521, to "Alvin Parkway"; and setting forth other provisions related thereto.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: In the FY 2020-21 budget, City Council approved a maximum of \$150,000 that may be allocated for the replacement of state highway signage resulting from the renaming FM 1462 to "Alvin Parkway." This project was also included in the 2021 – 2025 Capital Improvement Program that was adopted by City Council. With the proposed development that is anticipated to happen in the southern part of the City, staff believes that FM 1462 will eventually become the main entrance into Alvin.

For this project, TxDOT requires the City to enact a resolution or ordinance renaming the highway with the proposed street/highway name. Second, TxDOT requires that the resolution/ordinance and a letter of notification be sent to the TxDOT District Office. Because more than one jurisdiction will be involved in renaming of portions of FM 1462 to Alvin Parkway, each jurisdiction (the City of Alvin and Brazoria County) must provide a notification letter and copy of the official document (resolution/ordinance) to TxDOT adopting the renaming of FM 1462 to Alvin Parkway. Thereafter, the District Office will send the documents to the Traffic Engineering Section for review, and the Traffic Engineering Section will ultimately approve or deny the request.

Staff has reached out to Commissioner Stacey Adams to discuss and inform him of the proposed street/highway name change. Should City Council adopt this Resolution, we will present this Resolution to the Brazoria County Commissioner's Court and request that they adopt a similar resolution supporting the name change.

Resolution 21-R-04 does not officially rename FM 1462, this Resolution will be the official documented support by the city council to rename portions of FM 1462 to "Alvin Parkway."

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:** 1/12/2021 SLH _____

Supporting documents attached:

- Resolution 21-R-04

- Exhibit A (Map)
- Exhibit B (1462 Addresses in the City limits)

Recommendation: Move to approve Resolution 21-R-04, supporting the renaming of portions of Farm to Market Road (FM) 1462, between Highway 35 and FM 521, to “Alvin Parkway”; 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 ☒

RESOLUTION 21-R-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, SUPPORTING THE RENAMING OF PORTIONS OF FARM TO MARKET ROAD 1462, BETWEEN HIGHWAY 35 AND FARM TO MARKET ROAD 521 TO “ALVIN PARKWAY.”

WHEREAS, it is the City’s policy to name City streets when necessary to enhance recognition and/or avoid confusion with other streets that are located within the City limits; and

WHEREAS, a portion of Farm to Market Road 1462, between Highway 35 and Farm to Market Road 521 is partially located within the extraterritorial jurisdiction of Alvin, Texas, and partially within the City of Alvin City limits; and

WHEREAS, the City of Alvin believes that Farm to Market Road 1462 will be a major entrance into the City of Alvin with the development of the southern part of the City; and

WHEREAS, the City Council of the City of Alvin approved a maximum of \$150,000 in the Fiscal Year 2020-21 Budget that may be allocated toward the replacement of state highway signage related to renaming Farm to Market Road 1462 to “Alvin Parkway;”

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

Section 1. That adoption of this Resolution serves to acknowledge that the City Council of the City of Alvin supports renaming portions of Farm to Market Road 1462, between Highway 35 and Farm to Market 521 to “Alvin Parkway,” in accordance with Exhibit A, attached hereto.

Section 2. Opens Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

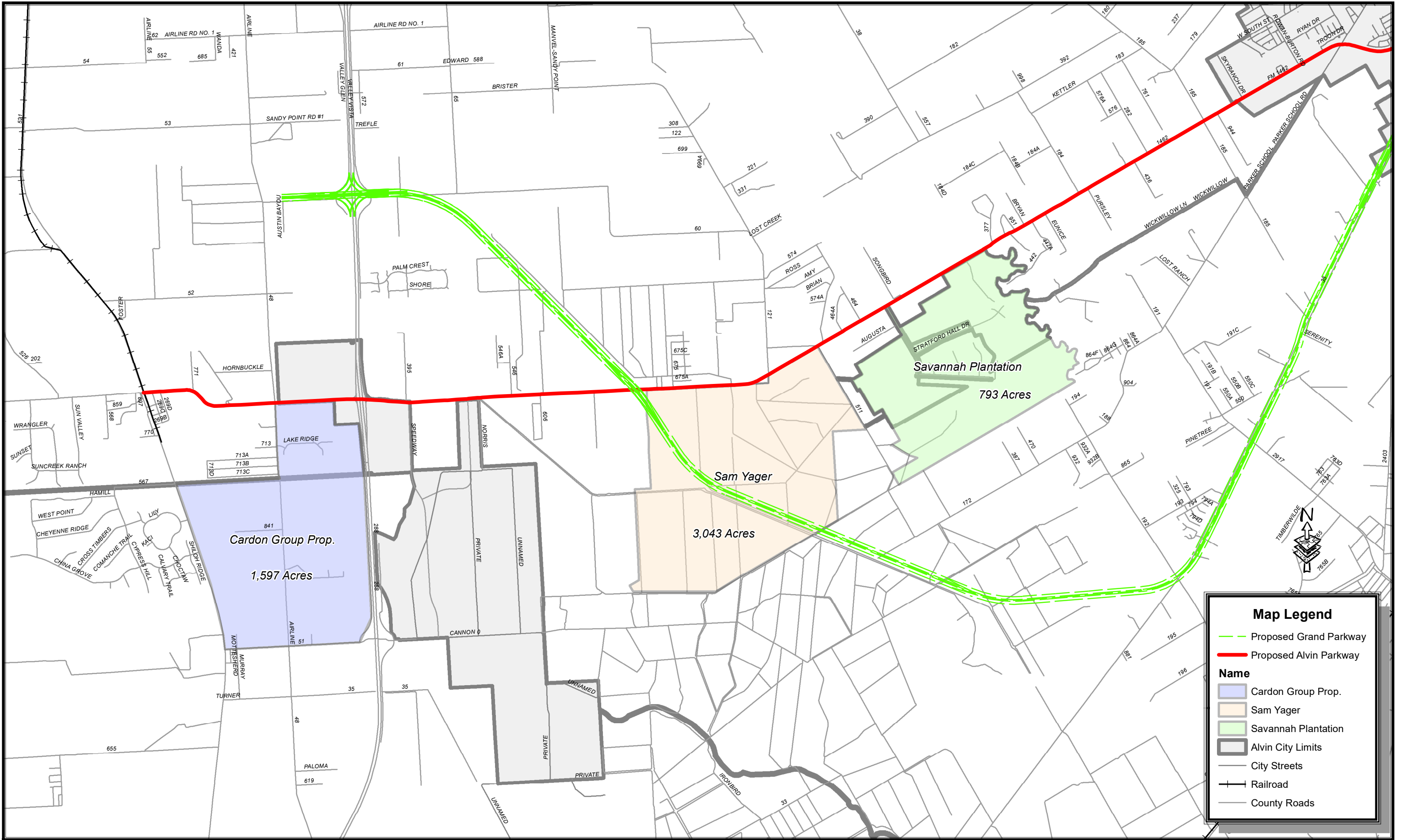
PASSED AND APPROVED on this the 21st day of January 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



Map Legend

Proposed Grand Parkway

Proposed Alvin Parkway

Name

Cardon Group Prop.

Sam Yager

Savannah Plantation

Alvin City Limits

City Streets

Railroad

County Roads

NUMBER	ST_DIR	ST_NAME	ST_TYPE	STR_TYPE	CITY	STATE	Fld_Zone	BFE
1800		1462	FM	CHURCH	ALVIN	TX		
1238		1462	FM	COMMERCIAL	ALVIN	TX		
12019		1462	FM	COMMERCIAL	ALVIN	TX		
3375		1462	FM	COMMERCIAL	ALVIN	TX		
2505		1462	FM	COMMERCIAL	ALVIN	TX		
2475		1462	FM	COMMERCIAL	ALVIN	TX		
2075		1462	FM	COMMERCIAL	ALVIN	TX		
1415		1462	FM	COMMERCIAL	ALVIN	TX		
1407		1462	FM	COMMERCIAL	ALVIN	TX		
1415		1462	FM	COMMERCIAL	ALVIN	TX		
1403		1462	FM	COMMERCIAL	ALVIN	TX		
1401		1462	FM	COMMERCIAL	ALVIN	TX		
1300		1462	FM	COMMERCIAL	ALVIN	TX		
900		1462	FM	COMMERCIAL	ALVIN	TX		
1200		1462	FM	COMMERCIAL	ALVIN	TX		
1210		1462	FM	COMMERCIAL	ALVIN	TX		
1212		1462	FM	COMMERCIAL	ALVIN	TX		
1214		1462	FM	COMMERCIAL	ALVIN	TX		
1216		1462	FM	COMMERCIAL	ALVIN	TX		
1220		1462	FM	COMMERCIAL	ALVIN	TX		
1228		1462	FM	COMMERCIAL	ALVIN	TX		
1230		1462	FM	COMMERCIAL	ALVIN	TX		
1240		1462	FM	COMMERCIAL	ALVIN	TX		
1216		1462	FM	COMMERCIAL	ALVIN	TX		
1232		1462	FM	COMMERCIAL	ALVIN	TX		
3519		1462	FM	COMMERCIAL	ALVIN	TX		
1450		1462	FM	COMMERCIAL	ALVIN	TX		
1239		1462	FM	COMMERCIAL	ALVIN	TX		
1202		1462	FM	COMMERCIAL	ALVIN	TX		
1241		1462	FM	COMMERCIAL	ALVIN	TX		
2101		1462	FM	COMMERCIAL	ALVIN	TX		
2049		1462	FM	COMMERCIAL	ALVIN	TX		
1215		1462	FM	COMMERCIAL	ALVIN	TX		
1240		1462	FM	COMMERCIAL	ALVIN	TX		
1625		1462	FM	COMMERCIAL	ALVIN	TX		
1249		1462	FM	COMMERCIAL	ALVIN	TX		
2700		1462	FM	FIRE STATION	ALVIN	TX		
2050		1462	FM	HOUSE	ALVIN	TX		
2290		1462	FM	HOUSE	ALVIN	TX		
3575		1462	FM	HOUSE	ALVIN	TX		
3355		1462	FM	HOUSE	ALVIN	TX		
3255		1462	FM	HOUSE	ALVIN	TX		
3235		1462	FM	HOUSE	ALVIN	TX		
3081		1462	FM	HOUSE	ALVIN	TX		
2985		1462	FM	HOUSE	ALVIN	TX		
2585		1462	FM	HOUSE	ALVIN	TX		
2567		1462	FM	HOUSE	ALVIN	TX		
2511		1462	FM	HOUSE	ALVIN	TX		
2509		1462	FM	HOUSE	ALVIN	TX		
2263		1462	FM	HOUSE	ALVIN	TX		
3127		1462	FM	HOUSE	ALVIN	TX		
2506		1462	FM	HOUSE	ALVIN	TX		
2806		1462	FM	HOUSE	ALVIN	TX		
3591		1462	FM	STRUCTURE	ALVIN	TX		
2310		1462	FM	TRAILER - SINGLE	ALVIN	TX		
3565		1462	FM	TRAILER - SINGLE	ALVIN	TX		
3415		1462	FM	TRAILER - SINGLE	ALVIN	TX		
3175		1462	FM	TRAILER - SINGLE	ALVIN	TX		

2945		1462	FM	TRAILER - SINGLE	ALVIN	TX		
2625		1462	FM	TRAILER - SINGLE	ALVIN	TX		
2267		1462	FM	TRAILER - SINGLE	ALVIN	TX		
2305		1462	FM	TRAILER - SINGLE	ALVIN	TX		
2167		1462	FM	TRAILER - SINGLE	ALVIN	TX		