

City of Alvin, Texas

Paul Horn, Mayor

Glenn Starkey, Mayor Pro-tem, District D
Brad Richards, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Adam Arendell, District B
Keith Thompson, District C
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, JUNE 6, 2019

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 drobotts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JUNE 6, 2019**, 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. PUBLIC COMMENT

4. PUBLIC HEARING

A. Public hearing to receive comments on the review of Chapter 15 – Offenses and Miscellaneous Provisions, Article IV, Curfew Hours for Juveniles – second Public Hearing.

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 May 16, 2019 City Council meeting minutes.

B. Consider a final plat of Leedy Estates Hankins Addition (located at 10705 Mary Lane), being a subdivision of 4.1898 acres, in the AJ Watts survey, A-584, Brazoria County, Texas.

C. Consider a final plat of Martha's Vineyard Section 3, being a planned unit development of 26.7474 acres (located northwest of the Highway 6 and CR 146 intersection), and a partial replat of lots 1, 2 and 7 of the subdivision of Section 21 as recorded in volume 21, page 26, B.C.D.R. and located in the H.T. and B.R.R. Company Survey, Section 21, Abstract 230, Brazoria County, Texas.

D. Consider Ordinance 19-N, re-enacting and continuing Ordinance 16-I, Chapter 15, Offenses and Miscellaneous provisions, Article IV, Curfew Hours for Juveniles, enacted on or about June 16, 2016; and setting forth other provisions related thereto.

E. Consider a two (2) year Use Agreement with ActionS Inc. to continue to provide programs and activities for senior citizens at the Alvin Senior Center; and authorize the Mayor to sign.

6. OTHER BUSINESS

- A. Consider Ordinance 19-L, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation Bond, Series 2019 for the design, construction, and equipment of a fire and emergency medical services station; the design, construction and equipment of street and drainage improvements, and the costs of professional services incurred in connection therewith; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.
- B. Consider a request from the property owner at 618 W. Lang Street to waive the front building setback requirement of Chapter 21, Subdivisions and Property Development, Section 37 (a) Lots, minimum setback lines, of the Alvin Code of Ordinances, for the construction of a porch.
- C. Consider a final plat of Alvin RV (located along Nelson Road adjacent to the Fairway Lake property), being 10.0 acres of land, known as lot 51, of the E.J. Biering Subdivision of the H.T. & B. Railroad Company Survey, Section 13, a map or plat thereof recorded under volume 19, page 147 of the Brazoria County Deed Records, abstract 225, City of Alvin, Brazoria County, Texas.
- D. Consider an Addendum to the 2019 Interlocal Agreement for Fire Protection and Emergency Medical Services between the Brazoria County Emergency Services District No. 3 (ESD #3), and the City of Alvin, to include Fire Protection in the Liverpool Fire Department response area, and a Lease Agreement for fire vehicle apparatus and equipment; and authorize the Mayor to sign.
- E. Consider Ordinance 19-M, amending Chapter 10, Food and Food Establishments, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the food establishment inspection grade posting requirement; providing for a penalty and publication; and setting forth other provisions related thereto.
- F. Consider Ordinance 19-O, granting the consent to the addition of approximately 18.65 acres of land to Brazoria County Municipal Utility District No. 73; making findings of fact; providing a severability clause; and providing an effective date.
- G. Consider Ordinance 19-P, granting consent to the addition of approximately 55.90 acres of land to Brazoria County Municipal Utility District No. 73; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.
- H. Consider a five (5) year lease of six (6) vehicles with Enterprise Fleet Management, not to exceed \$54,202 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.
- I. Receive an update on the Senior Transportation initiative and consider reserving \$32,000 from the General Projects Fund Balance to be issued to Actions Inc. for the purpose of purchasing a shuttle bus with wheelchair amenities in conjunction with Community Development Block Grant funds.

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. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, JUNE 3, 2019 at 5:00 P.M.



A handwritten signature in blue ink, which appears 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).**



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Police

Contact: Robert E. Lee, Police Chief

Agenda Item: Public hearing to receive comments on the review of Chapter 15 – Offenses and Miscellaneous Provisions, Article IV, Curfew Hours for Juveniles – second Public Hearing.

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

Summary: State law (Section 370.002 of the Local Government Code) requires the City Council to review the juvenile curfew ordinance every 3 years and to review the ordinances' effect on the community. In the last three years, the existence of the curfew ordinance allowed officers the ability to identify juveniles and notify parents or legal guardians in order to ensure that these unaccompanied minors were picked up and/or delivered into the hands of a responsible adult. In some cases, the parent/guardian had no idea that the juvenile was absent due to adult oversight. The overarching intent of the ordinance is to provide for the safety of juveniles, to curb the commission of juvenile crime, and to maintain the general peace of the City during curfew hours. No changes to our current ordinance are being recommended.

The curfew hours are Sunday through Thursday, 11 p.m. to 6 a.m. the following day, and 12:01a.m. to 6 a.m. on any Saturday and Sunday. These hours apply to juveniles ten (10) years of age or older and under seventeen (17) at the time of the violation. The juvenile and/or the parent may be charged with a violation, as well as any owner, operator or employee of any establishment that knowingly violates this ordinance.

Some of the exceptions (defenses) to the ordinance include: being accompanied by parent or guardian, traveling to/from place of employment (direct route), emergency, school/religious/government activity, or on an errand for a parent/guardian with written permission.

The cities of Manvel, Angleton, League City, Webster, Pearland and Friendswood all have juvenile ordinances in place currently.

The first public hearing was held at the May 16th City Council meeting. No public comments were given.

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:** 5/13/2019 SLH _____

Supporting documents attached:

- Publication in the Alvin Sun
 - Chapter 15, Article IV Curfew Hours for Juveniles
-

Recommendation: N/A

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**NOTICE OF PUBLIC HEARING
CITY OF ALVIN, TEXAS**

Notice is hereby given that the City Council of the City of Alvin, Texas will hold public hearings during the regular City Council Meetings scheduled for Thursday, May 16, 2019 and Thursday, June 6, 2019 at City Hall, 216 West Sealy, Alvin, Texas 77511 at 7:00 p.m. to consider the following:

**CONDUCT A PUBLIC HEARING AND REVIEW OF THE
CITY OF ALVIN'S JUVENILE CURFEW ORDINANCE**

Any member of the public has the right to appear at these public hearings and will be given an opportunity to be heard.

Written comments should be received no later than May 15, 2019 for the May 16, 2019 public hearing and no later than June 5, 2019 for the June 6, 2019 public hearing. Please submit comments to the City Secretary, 216 West Sealy, Alvin, Texas 77511 or droberts@cityofalvin.com.

Publish Dates:
April 27 and May 5

ARTICLE IV. - CURFEW HOURS FOR JUVENILES³

Footnotes:

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Editor's note— Ord. No. 07-P, § 2, adopted April 19, 2007, amended article IV in its entirety to read as herein set out. Formerly, article IV pertained to similar subject matter, and derived from Ord. No. 94-BBB, § 2, adopted October 20, 1994, and Ord. No. 98-XX, § 2, adopted October 1, 1998.

Sec. 15-61. - Definitions.

In this article the following definitions shall apply:

Chief of police means the chief of police of the city, or a designated representative.

Curfew hours means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Direct route means the shortest path of travel through a public place to reach a final destination without any detour or stop along the way.

Emergency means, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate medical care to prevent serious bodily injury or loss of life.

Establishment means any privately-owned place of business operating for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment.

Holding location means a place designated by the chief of police, to which a juvenile taken into custody for a violation of this section will be delivered to await pick up by a parent or juvenile authorities.

Juvenile means any person ten (10) years of age or older and under seventeen (17) years of age at the time of the act or offense.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural or adoptive parent of another person;
- (2) A court-appointed guardian of another person; or
- (3) At least eighteen (18) years of age and authorized by a parent, court order, or court-appointed guardian to have the care and custody of another person.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to linger or stay unnecessarily; or fail to leave any premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

(Ord. No. 07-P, § 2, 4-19-07; Ord. No. 10-C, § 2, 4-20-10; Ord. No. 16-I, § 2, 6-16-16)

Sec. 15-62. - Offenses.

- (a) It shall be unlawful for any juvenile to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the city during curfew hours.
- (b) It shall be unlawful for the parent of a juvenile to knowingly permit or allow the juvenile to remain, walk, run, stand, drive or ride about in or upon any public place in the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if such person knowingly allows a juvenile to remain upon the premises of an establishment during curfew hours.

(Ord. No. 07-P, § 2, 4-19-07; Ord. No. 10-C, § 2, 4-20-10; Ord. No. 16-I, § 2, 6-16-16)

Sec. 15-63. - Defenses.

- (a) It is a defense to prosecution under section 15-62 that the juvenile was:
 - (1) Accompanied by the juvenile's parent or guardian, or an adult authorized by the parent or guardian;
 - (2) On an errand at the direction of the juvenile's parent and was using a direct route, and the juvenile has in their possession a written permission paper, which contains contact information;
 - (3) In a motor vehicle involved in interstate travel;
 - (4) Engaged in a lawful employment activity, including but not limited to, newspaper delivery, and was using a direct route;
 - (5) Engaged in volunteer work at a recognized charitable or civic institution or going to or from such activity by direct route;
 - (6) Involved in an emergency;
 - (7) On the sidewalk abutting the juvenile's residence or abutting the residence of the next-door neighbor if the juvenile has permission from the parent to be on the sidewalk of the next-door neighbor and the neighbor did not complain to the police officer about the juvenile's presence;
 - (8) Attending a school, government-sponsored or religious activity or going to or returning home by a direct route from an official school, government-sponsored or religious activity;
 - (9) Exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right to assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- (b) It is a defense to prosecution under section 15-62(c) that the owner, operator, or employee of an establishment promptly notified the police department that a juvenile was present on the premises of the establishment during curfew hours and refused to leave.

(Ord. No. 07-P, § 2, 4-19-07; Ord. No. 10-C, § 2, 4-20-10; Ord. No. 16-I, § 2, 6-16-16)

Sec. 15-64. - Enforcement procedure.

- (a) Any police officer, upon finding a juvenile in violation of section 15-62(a) of this chapter, shall determine the name and address of the juvenile, and the name and address of his or her parent(s). A warning notice shall be issued to the juvenile, who shall contact the parent or guardian, and obtain transportation home. A copy of the notice shall be forwarded to the juvenile case manager of the city police department who shall send a letter to the parent(s) of the juvenile advising the parent(s) that the juvenile was found in violation of this chapter and soliciting parental cooperation in the future.
- (b) Any police officer, upon finding a juvenile in violation of section 15-62(a) who has previously been found in violation and issued a warning as provided for in subsection (a) above, shall transfer the

case to proper authorities for handling under the provisions of V.T.C.A., Family Code Title 3, Juvenile Justice Code. In addition, a complaint may be filed against the parents in municipal court for violation of section 15-62(b) hereof.

(Ord. No. 07-P, § 2, 4-19-07; Ord. No. 10-C, § 2, 4-20-10; Ord. No. 16-I, § 2, 6-16-16)

Sec. 15-65. - Penalties.

- (a) Any juvenile violating the provisions of this chapter shall be guilty of a Class "C" misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of the Texas Family Code, Title 3, Juvenile Justice Code.
- (b) A parent of a juvenile violating this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by section 1-5 of this Code.
- (c) The owner, operator or employee of an establishment who violates section 15-62(c) of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by section 1-5 of this Code.

(Ord. No. 07-P, § 2, 4-19-07; Ord. No. 07-E, § 11, 8-2-07; Ord. No. 10-C, § 2, 4-20-10; Ord. No. 16-I, § 2, 6-16-16)

Secs. 15-66—15-69. - Reserved.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY MAY 16, 2019
7:00 P.M.**

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer; Brian Smith, Director of Public Services; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag, and Council member Reed led the Pledge to the Texas Flag.

OATH OF OFFICE

Council member District A, Martin Vela; and City Council member District D, Glenn Starkey.

Judge King administered the Oath of Office to City Council member At Large Position 2, Joel Castro; City Council member District A, Martin Vela; and City Council member District D, Glenn Starkey.

PRESENTATIONS

Consider Resolution 19-R-23, honoring Scott Reed for years of service to the community as a member of the Alvin City Council District A, from 2011 to 2019.

Resolution 19-R-23 is to recognize and thank City Council member Scott Reed for his years of service as District A City Council member from 2011 to 2019.

Mayor Horn presented Resolution 19-R-23 to Scott Reed honoring him for years of service to the community as a member of Alvin City Council District A.

Recognition of Mayor Pro-tem Keith Thompson.

Council member Thompson was recognized for his service as Mayor Pro-Tem.

Proclamation: Motorcycle Awareness Month.

Mayor Horn declared May 2019 as Motorcycle Awareness month.

Proclamation: Public Works Week.

Mayor Horn declared May 19-25, 2019 as Public Works Week.

Proclamation: Alvin Museum Day.

Mayor Horn declared May 18, 2019 as Alvin Museum Day. Katherine Mattes, President of the Museum Society, announced the activities scheduled for May 18th.

PUBLIC COMMENT

Eugene Howard, President of the Brazoria County NAACP, invited the Mayor, Council and citizens of Alvin to the Juneteenth Celebration on June 15th at Pearland Town Center.

PUBLIC HEARING

Public hearing to receive comments on the review of Chapter 15 – Offenses and Miscellaneous Provisions, Article IV, Curfew Hours for Juveniles.

Mayor Horn opened the public hearing at 7:27 p.m. Chief Lee gave a brief presentation on the Curfew Ordinance and recommended no changes. There were no comments from the public.

Mayor Horn closed the public hearing at 7:28 p.m.

CONSENT AGENDA

Consider approval of the May 2, 2019 City Council workshop minutes.

Consider approval of the May 2, 2019 City Council meeting minutes.

Consider Resolution 19-R-24, declaring the results of the May 4, 2019 General Election for the purpose of electing members to City Council At Large Position 2, City Council District A, and City Council District D.

Accept Martin Vela's resignations from the Planning Commission and from the Building Board of Adjustments and Appeals.

Consider Resolution 19-R-25, authorizing the payment of the six (\$0.06) cents per capita to the Gulf Coast Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

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

OTHER BUSINESS

Consider the Mayor's appointment of Mayor Pro Tem.

List of City Council members who has served as Mayor pro-tem.

CITY COUNCIL POSITION	Council member	Year Elected	Term Expires	Served as Mayor Pro-tem
<i>At Large 1</i>	<i>Brad Richards</i>	<i>2012, 2015, 2018</i>	<i>2021</i>	<i>Yes</i>
<i>At Large 2</i>	<i>Joel Castro</i>	<i>*2018, 2019</i>	<i>2022</i>	<i>No</i>
<i>District A</i>	<i>Martin Vela</i>	<i>2019</i>	<i>2022</i>	<i>No</i>
<i>District B</i>	<i>Adam Arendell</i>	<i>2012, 2015, 2018</i>	<i>2021</i>	<i>Yes</i>
<i>District C</i>	<i>Keith Thompson</i>	<i>*2014, 2015, 2018</i>	<i>2021</i>	<i>Current</i>
<i>District D</i>	<i>Glenn Starkey</i>	<i>2016, 2019</i>	<i>2022</i>	<i>No</i>
<i>District E</i>	<i>Gabe Adame</i>	<i>2014, 2017</i>	<i>2020</i>	<i>Yes</i>

Mayor Horn nominated Council member Starkey to serve as Mayor Pro Tem.

Council member Thompson moved to accept Mayor Horn's nomination, Glenn Starkey to serve as Mayor Pro Tem. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider Ordinance 19-K, authorizing the issuance of approximately \$16,200,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2019; approving related agreements; approving the preparation and distribution of an Official Statement; enacting other provisions relating thereto; and providing for the effective date thereof.

In February 2014, the City engaged the services of Freese and Nichols to draft a Utility Master Plan. The adopted Utility Master Plan was completed in April 2016 and identified approximately \$92 million in utility projects to be completed over the next 20 years. These improvements are necessary to provide for future growth, replace aging infrastructure, improve efficiency, and keep the City in compliance with TCEQ regulations. Projects for the first 5 years are needed to

address the existing water and wastewater system problems and are needed to serve anticipated growth within the next 5 years that the existing system does not have the capacity to currently serve. Projects to be funded from the proceeds of the 2019 Water & Sewer System Revenue Bonds are listed below:

Project Name	Project Costs	Description of project
Eastside Interceptor <i>Projected Construction Cost: \$11,797,600</i> \$5,898,880 bonds issued in 2019 \$5,898,880 bonds to be issued in 2020	\$5,898,880	This proposed 54" wastewater pipeline serves the entire City and transports sewer to the wastewater treatment plant to be treated and discharged. The current interceptor is nearing its useful life and not large enough to handle the existing peak wastewater flows. The Eastside Interceptor will be large enough to handle future wastewater flows and will be more efficient to maintain.
Lift Station 30 Expansion & Hwy 35 Bypass Gravity Main <i>Projected Construction Cost: \$10,064,900</i> \$5,777,300 bonds issued in 2019 \$4,287,600 bonds to be issued in 2020	\$5,777,300	The Utility Master Plan showed that this lift station has reached its useful life and not large enough to handle the future wastewater flows as the City grows. This project will increase the sewer line, lift station and force main capacity so that the City can serve existing and future development.
Water Improvements Phases I & II	\$4,537,495	These water improvements consist of replacing water lines that will increase available fire flow capacity, improve water quality and provide better water system connectivity.
Total:	\$16,213,675	

City staff participated in ratings call with Standard & Poor's on April 18, 2019. Standard & Poor's affirmed the City's Revenue Bond rating of A+ on the Series 2019 Water & Sewer System Revenue Bonds.

The Series 2019 Water and Sewer System Revenue Bonds are scheduled to be competitively bid at 10:00 a.m. on May 16, 2019. Thereafter, staff will know the exact dollar amount of bonds that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and ask City Council to approve Ordinance 19-K, authorizing the bond sale. Should City Council authorize the issuance of the Series 2019 Water & Sewer System Revenue Bonds, the bonds are expected to close, with funds deposited into the City's accounts on June 11, 2019.

Mr. Roland stated that the ordinance presented will issue revenue bonds to fund the partial construction of three projects identified in the Utility Master Plan (projects listed above). He introduced bond counsel Jonathan Frels with Bracewell Partners and stated that he was present to answer any questions regarding the ordinance. He also introduced the City's financial advisor James Gilley, with U.S. Capital Advisors; Mr. Gilley gave the results of the bond sale that occurred at 10:00 a.m. on the morning of May 16th.

Council member Thompson moved to approve Ordinance 19-K, authorizing the issuance of \$15,245,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2019; approving related agreements; approving the preparation and distribution of an Official Statement; enacting other provisions relating thereto; and providing for the effective date thereof. 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 reviewed the preliminary list for the next 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 Thompson thanked Scott Reed for his service and wished Council member Vela luck on his term as representative of District A.

Council member Vela thanked those who supported him through the election process.

Council member Arendell welcomed Martin Vela and thanked Scott Reed for his service to the citizens of Alvin. He announced that May 18th is Museum Day and encouraged citizens to attend the festivities planned at the Alvin Museum.

Council member Richards welcomed Council member Vela and thanked the city staff and employees for their service to the citizens of Alvin.

Council member Castro thanked Scott Reed for nine years of service to the City of Alvin and welcomed Vela to the Council.

Council member Adame welcomed Council member Vela and thanked Scott Reed for his years of service to the City. He also thanked the Bond Counsel for assisting with the recent sale of bonds. He announced that a classic car show will be held on May 17th at Dairyland and a Relay for Life fundraiser on May 18th.

Council member Starkey reminded everyone that school will be ending soon and to watch out for the children on the roads.

Mayor Horn welcomed Martin Vela to the Council.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:41 p.m.

PASSED and APPROVED the 6th day of June 2019.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Leedy Estates Hankins Addition (located at 10705 Mary Lane), being a subdivision of 4.1898 acres in the A.J. Watts survey, A-584, Brazoria County, Texas.

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

Summary: On May 1, 2019, the Engineering Department received the final Plat of Leedy Estates Hankins Addition for review. The property is located at 10705 Mary Lane in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being platted for conveyance of lot 2. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on May 21, 2019.

Staff recommends approval.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 5/29/2019 SLH

Supporting documents attached:

- Click [HERE](#) to view Final Plat of Leedy Estates Hankins Addition

Recommendation: Move to approve the final plat of Leedy Estates Hankins Addition (located at 10705 Mary Lane), being a subdivision of 4.1898 acres in the A.J. Watts survey, A-584, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider final plat of Martha's Vineyard Section 3, being a planned unit development of 26.7474 acres (located northwest of the Highway 6 and CR 146 intersection), and a partial replat of lots 1, 2, and 7, of the subdivision of Section 21, as recorded in volume 21, page 26 B.C.D.R. and located in the H.T. and B.R.R. Company Survey, Section 21 Abstract 230, Brazoria County, Texas.

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

Summary: On May 1, 2019, the Engineering Department received the final plat of Martha's Vineyard Section 3 for review. This section consists of sixty-eight (68) single-family residential lots, two (2) blocks and ten (10) reserves, and is located northwest of the intersection of Highway 6 and County Road 146 in the City of Alvin's Extraterritorial Jurisdiction (ETJ), and will be serviced by City utilities via an ETJ Municipal Utility District (MUD) based on the utility services contract that was approved by Council on February 4, 2016, in Resolution 16-R-02. The property is being subdivided for a new single family residential planned unit development subdivision. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on May 21, 2019.

Staff recommends approval.

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

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

Legal Review Required: N/A x Required ___ **Date Completed:** 5/29/2019 SLH

Supporting documents attached:

- Click [HERE](#) to view the Final Plat of Martha's Vineyard Section 3

Recommendation: Move to approve the Final Plat of Martha's Vineyard Section 3, being a planned unit development of 26.7474 acres (located northwest of the Highway 6 and CR 146 intersection), and a partial replat of lots 1, 2, and 7, of the subdivision of Section 21, as recorded in volume 21, page 26 B.C.D.R. and located in the H.T. and B.R.R. Company Survey, Section 21 Abstract 230, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Consider Ordinance 19-N, re-enacting and continuing Ordinance 16-I, Chapter 15, Offenses and Miscellaneous provisions, Article IV, Curfew Hours for Juveniles, enacted on or about June 16, 2016; and setting forth other provisions related thereto.

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

Summary: State law requires the City Council to review its juvenile curfew ordinance every 3 years and to review the ordinances effect on a community. In the last three years, the existence of the curfew ordinance allowed officers the ability to identify juveniles and notify parents or legal guardians in order to ensure that these unaccompanied minors were picked up and/or delivered into the hands of a responsible adult. In some cases, the parent/guardian had no idea that the juvenile was absent from adult oversight. The overarching intent of the ordinance is to provide for the safety of juveniles, to curb the commission of juvenile crime, and to maintain the general peace of the City during curfew hours.

The curfew hours are Sunday – Thursday, 11:00 p.m. to 6:00 a.m. the following day, and 12:01 a.m. to 6:00 a.m. on any Saturday and Sunday. These hours apply to juveniles ten (10) years of age or older and under seventeen (17) at the time of the violation. The juvenile and/or the parent may be charged with a violation, as well as any owner, operator, or employee of any establishment that knowingly violates this ordinance.

Some of the exceptions (defenses) to the ordinance include: being accompanied by parent or guardian, traveling to/from place of employment (direct route), emergency, school/religious/government activity and on an errand for a parent/guardian with written permission.

The cities of Manvel, Angleton, League City, Webster, Pearland and Friendswood all have juvenile ordinances in place currently.

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:** 5/23/19 SLH

Supporting documents attached:

- Ordinance 19-N Juvenile Curfew

Recommendation: Move to approve Ordinance 19-N, re-enacting and continuing Ordinance 16-I, Chapter 15, Offenses and Miscellaneous provisions, Article IV, Curfew Hours for Juveniles, enacted on or about June 16, 2016; 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 ☒

ORDINANCE NO. 19-N

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RE-ENACTING AND CONTINUING ORDINANCE 16-I, CHAPTER 15, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IV, CURFEW HOURS FOR JUVENILES, ENACTED ON OR ABOUT JUNE 16, 2016; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, has had a juvenile curfew ordinance since 1994, which was established by Ordinance 94-BBB; and

WHEREAS, the established juvenile curfew ordinance was last reviewed and renewed in Ordinance No. 16-I, enacted on or about June 16, 2016; and

WHEREAS, Section 370.002 of the Texas Local Government Code provides that before the third anniversary of the date of adoption of the juvenile curfew ordinance, the City must (i) review the effects of the ordinance on the community and on problems the ordinance was intended to remedy; (ii) conduct public hearings on the need to continue the ordinance; and (iii) abolish, continue or modify the ordinance; and

WHEREAS, on May 16, 2019, the Police Chief presented information to the City Council affirming the positive effects of the curfew ordinance on the community, including decreases in juvenile crime; and

WHEREAS, public hearings were held on May 16, 2019 and June 6, 2019, to receive comments and the need to continue the juvenile curfew ordinance; and

WHEREAS, the City Council has determined that Ordinance 16-I should be continued in effect.

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble above.

Section 2. That Ordinance 16-I is hereby continued in effect.

Section 3. Open Meetings Act. It is hereby officially found and determined that the meetings at which this ordinance were passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 6th day of June 2019.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____

Paul A. Horn
Mayor

By: _____

Dixie Roberts
City Secretary

ORDINANCE NO. 16-I

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS BY RE-ADOPTING ARTICLE IV., ENTITLED CURFEW HOURS FOR JUVENILES, OF CHAPTER 15 OFFENSES AND MISCELLANEOUS PROVISIONS, CREATING OFFENSES FOR JUVENILES, PARENTS OF JUVENILES, AND BUSINESS ESTABLISHMENTS VIOLATING CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE POLICE DEPARTMENT; PROVIDING FOR TWO (2) PUBLIC HEARINGS; PROVIDING FOR A PENALTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, by Ordinance No 94-BBB, the City Council initially adopted a curfew ordinance establishing curfew hours for juveniles, further adoptions were enacted by Ordinance No 98-XX, Ordinance No.01-LL, Ordinance 07-P and Ordinance 10-C, and

WHEREAS, Section 370 002 of the Local Government Code requires the City Council to review the curfew ordinance's effects on the community and on problems the ordinance intended to remedy, conduct two (2) public hearings on the need to continue the curfew ordinance, and determine whether to abolish, continue, or modify the ordinance, and

WHEREAS, more than three (3) years have elapsed since the enactment of Ordinance No. 10-C, and such ordinance has expired by law; and

WHEREAS, the City Council has the authority to re-adopt the curfew ordinance in its entirety; and

WHEREAS, on June 16, 2016, the Police Chief, or his designee, presented information to the City Council affirming the positive effects of the curfew ordinance on the community, including decreases in juvenile crime, and

WHEREAS, public hearings were held on June 2, 2016 and June 16, 2016, to receive comments on the need to re-enact the ordinance, and

WHEREAS, the City Council has reviewed the effects of the curfew ordinance on the community and on problems the ordinance was intended to remedy, and

WHEREAS, the City Council has determined that because of the lack of maturity and experience, persons under the age of seventeen (17) are particularly susceptible to participating in unlawful and gang-related activities and to becoming victims of older perpetrators of crime, and

WHEREAS, the City Council desires to re-establish regulations to protect juveniles from the influence of older persons and from each other, to protect members of the general public, and to enforce parental control of and responsibility for their children, and

WHEREAS, the City Council has determined that a curfew for persons between the ages of ten (10) and seventeen (17) addresses the objective of reducing juvenile crime within the City and provides protections for those persons as well as members of the general public, **NOW, THEREFORE**,

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble to this Ordinance

Section 2. That the Code of Ordinances, City of Alvin, Texas is hereby amended by re-enacting Article IV., entitled Curfew Hours for Juveniles as part of Chapter 15 Offenses and Miscellaneous Provisions to read as follows

“ARTICLE IV. CURFEW HOURS FOR JUVENILES

Sec. 15-61. Definitions.

In this article the following definitions shall apply

Chief of Police: the Chief of Police of the City of Alvin, or a designated representative

Curfew hours: 11.00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day, and 12.01 a.m. until 6:00 a.m. on any Saturday or Sunday

Direct Route: the shortest path of travel through a public place to reach a final destination without any detour or stop along the way

Emergency means, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate medical care to prevent serious bodily injury or loss of life.

Establishment: any privately-owned place of business operating for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment

Holding Location: a place designated by the Chief of Police, to which a juvenile taken into custody for a violation of this section will be delivered to await pick up by a parent or juvenile authorities

Juvenile: any person ten (10) years of age or older and under seventeen (17) years of age at the time of the act or offense.

Operator: any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation

Parent: a person who is (i) a natural or adoptive parent of another person, (ii) a court-appointed guardian of another person, or (iii) at least 18 years of age and authorized by a parent, court order, or court-appointed guardian to have the care and custody of another person

Public Place: any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops

Remain: to linger or stay unnecessarily, or fail to leave any premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises

Sec. 15-62. Offenses.

- (a) It shall be unlawful for any juvenile to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the City of Alvin during curfew hours
- (b) It shall be unlawful for the parent of a juvenile to knowingly permit or allow the juvenile to remain, walk, run, stand, drive or ride about in or upon any public place in the City of Alvin during curfew hours
- (c) The owner, operator, or any employee of an establishment commits an offense if such person knowingly allows a juvenile to remain upon the premises of an establishment during curfew hours

Sec. 15-63. Defenses.

- (a) It is a defense to prosecution under Section 15-62 that the juvenile was
 - (1) Accompanied by the juvenile's parent or guardian, or an adult authorized by the parent or guardian,
 - (2) On an errand at the direction of the juvenile's parent and was using a direct route, and the juvenile has in their possession a written permission paper, which contains contact information,
 - (3) In a motor vehicle involved in interstate travel,
 - (4) Engaged in a lawful employment activity, including but not limited to, newspaper delivery, and was using a direct route;
 - (5) Engaged in volunteer work at a recognized charitable or civic institution or going to or from such activity by direct route,
 - (6) Involved in an emergency;
 - (7) On the sidewalk abutting the juvenile's residence or abutting the residence of the next-door neighbor if the juvenile has permission from the parent to be on the

sidewalk of the next-door neighbor and the neighbor did not complain to the police officer about the juvenile's presence,

- (8) Attending a school, government-sponsored or religious activity or going to or returning home by a direct route from an official school, government - sponsored or religious activity,
 - (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right to assembly, or
 - (10) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code
- (b) It is a defense to prosecution under Section 15-62(c) that the owner, operator, or employee of an establishment promptly notified the police department that a juvenile was present on the premises of the establishment during curfew hours and refused to leave

Section 15-64. Enforcement Procedure.

- (a) Any police officer, upon finding a juvenile in violation of Section 15-62(a) of this Ordinance, shall determine the name and address of the juvenile, and the name and address of his or her parent(s). A warning notice shall be issued to the juvenile, who shall contact the parent or guardian, and obtain transportation home. A copy of the notice shall be forwarded to the Juvenile Case Manager of the City of Alvin Police Department who shall send a letter to the parent(s) of the juvenile advising the parent(s) that the juvenile was found in violation of this ordinance and soliciting parental cooperation in the future
- (b) Any police officer, upon finding a juvenile in violation of section 15-62(a) who has previously been found in violation and issued a warning as provided for in paragraph (a) above, shall transfer the case to proper authorities for handling under the provisions of V T C A , Family Code Title 3, Juvenile Justice Code In addition, a complaint may be filed against the parents in Municipal Court for violation of section 15-62(b) hereof

Sec. 15-65. Penalties.

- (a) Any juvenile violating the provisions of this Ordinance shall be guilty of a Class "C" misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of the Texas Family Code, Title 3, Juvenile Justice Code
- (b) A parent of a juvenile violating this Ordinance shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by Section 1-5 of the Code of Ordinances of the City
- (c) The owner, operator or employee of an establishment who violates Section 15-62(c) of this Ordinance shall be guilty of a misdemeanor which shall be punishable by a fine prescribed by Section 1-5 of the Code of Ordinances of the City

Section 3. That all rights and remedies which have accrued in favor of the City under Chapter 15 and all amendments thereto shall be and are preserved for the benefit of the City.

Section 4. That all ordinances in force when this Ordinance becomes effective and which are inconsistent or in conflict with this Ordinance are hereby repealed insofar as such ordinances are inconsistent or in conflict with this Ordinance

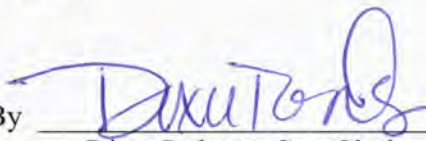
Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be judged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Alvin, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts

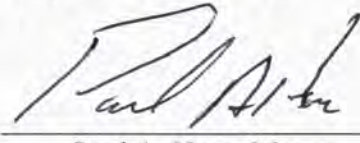
Section 6. Open Meetings Act It is hereby officially found and determined that the meetings at which this ordinance were passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, *Chapt 551, Tex Gov't Code*

PASSED AND APPROVED on this 16 day of June, 2016

ATTEST

CITY OF ALVIN, TEXAS

By 
Dixie Roberts, City Clerk

By 
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for senior citizens at the Alvin Senior Center; and authorize the Mayor to sign.

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

Summary: ActionS, Inc. is a Community Care Team Agency of the United Way of Brazoria County, and a service provider for the Houston-Galveston Area Council Area Agency on Aging. For almost twenty years, ActionS Inc. has utilized the Alvin Senior Center to provide support services to Alvin area senior citizens ages 60+. The current agreement expires August 1, 2019.

Through the ActionS program, qualified participants in the Alvin area are offered, at no charge, balanced meals, onsite recreational programming, and transportation to and from the Senior Center. The ActionS program currently hosts approximately 107 qualified participants at the Alvin Senior Center Monday to Friday, from 8:00 a.m. to 2:00 p.m., and provides a full-time site coordinator with driver.

The Senior Board unanimously recommended approval of the Agreement at their regular meeting on May 13, 2019. Staff recommends the approval of this agreement renewal.

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:** 5/23/2019 SLH

Supporting documents attached:

- 2019 - 2021 Agreement with ActionS Inc. of Brazoria County
- 2017 - 2019 Agreement with ActionS Inc. of Brazoria County

Recommendation: Move to approve a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for Senior citizens at the Alvin Senior Center; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ActionS, Inc. of Brazoria County
Use Agreement

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

THIS USE AGREEMENT (the “Agreement”) is made and entered into on this the _____ day of June 2019, by and between the **CITY OF ALVIN**, a home-rule city and municipal corporation of the State of Texas (the “City”), and **ActionS, INC. OF BRAZORIA COUNTY**, (“ActionS”), a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

W I T N E S S E T H:

WHEREAS, the City is the owner of a Senior Citizens Center facility located at 309 West Sealy, Alvin, Texas; and

WHEREAS, ActionS offers and conducts programs and activities for Senior Citizens; and

WHEREAS, both the City and ActionS agree that it would be mutually beneficial for ActionS to conduct programs and activities for senior citizens at the City’s Senior Citizens Center; and

WHEREAS, the parties desire to establish the terms of their agreement;

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

ARTICLE I

DEFINITIONS

“**ActionS**” means ActionS, Inc. of Brazoria County, a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which has been established to plan and coordinate services for senior citizens of ages sixty (60) years and older.

“**City**” is defined in the preamble hereof and includes its successors and assigns.

“**City Manager**” means the City Manager of the City of Alvin or designee.

“Senior Citizen(s)” means a person who is fifty (50) years of age or older and his/her spouse of any age as long as one spouse is fifty (50) years of age or older.

“Senior Citizens Center” means the City’s approximate 10,000 square foot facility located at 309 West Sealy, Alvin, Texas consisting of meeting rooms and serving areas.

“Senior Citizens Center Rules” means the Rules and Regulations for Operation and Use of Alvin Senior Citizens Center and in effect as of the date of this agreement.

ARTICLE II.

USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

ActionS shall provide programs and activities for senior citizens in the Alvin area and is authorized to use the Senior Citizens Center solely for that purpose.

ActionS shall be allowed to use those areas of the Senior Citizens Center specified in writing by the City Manager to conduct senior citizen programs and activities. The City Manager shall determine the days and times that ActionS shall be authorized to use the Senior Citizens Center.

ActionS shall comply with the Senior Citizens Center Rules. The City understands that persons must meet the guidelines of ActionS in order to participate in the programs/activities. ActionS’ use of the Senior Citizens Center is expressly conditioned upon its strict compliance with the laws, rules and regulations governing the operation of the Senior Citizens Center and that of ActionS.

2.02 Maintenance.

ActionS agrees that it will maintain the Senior Citizens Center in a clean condition.

ActionS agrees to provide all supplies (trash bags, paper towels, cleaning supplies, etc.) needed to maintain the Senior Citizens Center. ActionS shall sweep, mop the floor and remove all trash to the designated dumpster prior to leaving each day.

ActionS agrees to accept the Senior Citizens Center in its present condition, and admits its suitability and sufficiency for the use proposed to be made thereof by ActionS. The City is not required to make any improvements, modifications, repairs or restoration to the Senior Citizens Center or any improvements located thereon.

ActionS shall not place any improvements on or at the Senior Citizens Center without written approval of the City Manager. The City shall be responsible for the utilities furnished to the Senior Citizens Center.

2.03 No Waste, Nuisance or Unlawful Use.

ActionS shall not commit, or allow to be committed, any waste on or at the Senior Citizens Center; nor shall ActionS create or allow any nuisance or unsafe condition to exist on or at the Senior Citizens Center.

ActionS shall not use or allow the Senior Citizens Center to be used for any unlawful purpose.

ActionS shall immediately report any type of breakage or facility maintenance problems to the building supervisor.

2.04 Right of Entry.

The City may enter upon the Senior Citizens Center at any time for any purpose necessary, incidental to or connected with ActionS' use of the Senior Citizens Center or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a cause of action for damages against the City.

2.05 Security Measures.

ActionS shall comply with the City's security requirements with respect to the Senior Citizens Center.

ARTICLE III.

TERM AND TERMINATION

3.01 Term.

The term of this Agreement shall be deemed to have commenced on August 1, 2019, and shall end on August 1, 2021, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval.

3.02 Termination.

This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to termination.

ARTICLE IV. CONSIDERATION

ActionS understands and agrees that the City's operation and maintenance of a senior citizens' center constitutes a governmental function. The consideration for this Agreement are the programs and activities that ActionS will conduct for the senior citizens in the Alvin area. In exchange, the City will provide the Senior Citizens Center for that purpose.

ARTICLE V. INSURANCE

ActionS agrees that at its sole cost it will procure, within ten (10) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the Senior Citizens Center of the type(s) and limit(s) set forth below:

COVERAGE

Commercial General Liability
(i) Products/completed operations
(ii) Personal and advertising injury
(iii) Fire Damage

Comprehensive Automobile Liability
(i) owned/leased vehicle
(ii) non-owned vehicles
(iii) hired automobiles

Workers Compensation

LIABILITY

Combined single limit for
bodily injury and property
damage of \$500,000 per person.
General Aggregate of \$1,000,000
(not including products/completed
operations)

Combined single limit for bodily
injury and property damage of
\$1,000,000 per occurrence

Statutory requirements per state law

Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death or property damage, the City shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction and

injury, to City-owned or leased property and City personnel, caused by or resulting from work, acts or omissions of ActionS, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to and shall not make the City a partner or joint venturer with ActionS in its operations at the Senior Citizens Center.

ActionS shall furnish the City with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been furnished to the City, a certificate of coverage certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas and on forms approved by the Insurance Commission of the State of Texas and shall be performable in the State of Texas, County of Brazoria.

All the insurance required to be carried by ActionS hereunder shall be by policies which shall require on their face, or by endorsement, ten (10) days' written notice to the City before they may be cancelled and within which ten (10) day period ActionS covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof.

Failure or refusal of ActionS to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

ARTICLE VI.

INDEMNIFICATION

ActionS SHALL INDEMNIFY AND HOLD THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council.

7.02 Assignment.

ActionS shall not assign or transfer any of its rights under this Agreement without the prior written consent of the City Council. ActionS herein is an independent contractor and not the agent or employee of the City of Alvin.

7.03 Failure to Exercise Rights.

Failure by the City to exercise any of its rights arising hereunder by reason of any act of ActionS hereunder shall not be deemed a waiver of any subsequent act, similar or dissimilar by ActionS.

7.04 Notices.

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

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511

ActionS, Inc. of Brazoria County
Executive Director
1524 E. Mulberry, Suite 135
Angleton, Texas 77515

7.05 Applicable Laws.

ActionS covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to or touching upon its operations within and upon the Senior Citizens Center.

7.06 Licenses and Permits.

ActionS shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

7.07 Entire Agreement.

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

7.08 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the ActionS in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

7.09 Remedies Cumulative.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or ActionS, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

7.10 Place of Performance.

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

7.11 Benefits.

This Agreement is made for the sole and exclusive benefit of the City and ActionS, their successors and assigns, and is not made for the benefit of any third party.

7.12 Ambiguities.

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

7.13 Successors and Assigns.

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

7.14 Captions.

The captions of the articles and sections of this Agreement are inserted for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

ActionS, Inc. of Brazoria County

CITY OF ALVIN, TEXAS

By: _____
Breah Knape
Executive Director

By: _____
Paul A. Horn, Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Dottie Cornett
Board Chairperson

By: _____
Dixie Roberts, City Secretary

ActionS, Inc. of Brazoria County

Use Agreement

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

THIS USE AGREEMENT (the "Agreement") is made and entered into on this the ____ day of July 2017, by and between the **CITY OF ALVIN**, a home-rule city and municipal corporation of the State of Texas (the "City") and **ActionS, INC. OF BRAZORIA COUNTY**, ("ActionS"), a non-profit senior citizens organization under Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of a Senior Citizens Center facility located at 309 West Sealy, Alvin, Texas; and

WHEREAS, ActionS offers and conducts programs and activities for Senior Citizens; and

WHEREAS, both the City and ActionS agree that it would be mutually beneficial for ActionS to conduct programs and activities for senior citizens at the City's Senior Citizens Center; and

WHEREAS, the parties desire to establish the terms of their agreement;

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

ARTICLE I

DEFINITIONS

"ActionS" means ActionS, Inc. of Brazoria County, a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which has been established to plan and coordinate services for senior citizens of ages sixty (60) years and older.

"City" is defined in the preamble hereof and includes its successors and assigns.

“City Manager” means the City Manager of the City of Alvin or designee.

“Senior Citizen(s)” means a person who is fifty (50) years of age or older and his/her spouse of any age as long as one spouse is fifty (50) years of age or older.

“Senior Citizens Center” means the City’s approximate 10,000 square foot facility located at 309 West Sealy, Alvin, Texas consisting of meeting rooms and serving areas.

“Senior Citizens Center Rules” means the Rules and Regulations for Operation and Use of Alvin Senior Citizens Center and in effect as of the date of this agreement.

ARTICLE II.

USE OF SENIOR CITIZENS CENTER

2.01 Permitted Use of Facility.

ActionS shall provide programs and activities for senior citizens in the Alvin area and is authorized to use the Senior Citizens Center solely for that purpose.

ActionS shall be allowed to use those areas of the Senior Citizens Center specified in writing by the City Manager to conduct senior citizen programs and activities. The City Manager shall determine the days and times that ActionS shall be authorized to use the Senior Citizens Center.

ActionS shall comply with the Senior Citizens Center Rules. The City understands that persons must meet the guidelines of ActionS in order to participate in the programs/activities. ActionS’ use of the Senior Citizens Center is expressly conditioned upon its strict compliance with the laws, rules and regulations governing the operation of the Senior Citizens Center and that of ActionS.

2.02 Maintenance.

ActionS agrees that it will maintain the Senior Citizens Center in a clean condition.

ActionS agrees to provide all supplies (trash bags, paper towels, cleaning supplies, etc.) needed to maintain the Senior Citizens Center. ActionS shall sweep, mop the floor and remove all trash to the designated dumpster prior to leaving each day.

ActionS agrees to accept the Senior Citizens Center in its present condition, and admits its suitability and sufficiency for the use proposed to be made thereof by ActionS. The City is not required to make any improvements, modifications, repairs or restoration to the Senior Citizens Center or any improvements located thereon.

ActionS shall not place any improvements on or at the Senior Citizens Center without written approval of the City Manager. The City shall be responsible for the utilities furnished to the Senior Citizens Center.

2.03 No Waste, Nuisance or Unlawful Use.

ActionS shall not commit, or allow to be committed, any waste on or at the Senior Citizens Center; nor shall ActionS create or allow any nuisance or unsafe condition to exist on or at the Senior Citizens Center.

ActionS shall not use or allow the Senior Citizens Center to be used for any unlawful purpose.

ActionS shall immediately report any type of breakage or facility maintenance problems to the building supervisor.

2.04 Right of Entry.

The City may enter upon the Senior Citizens Center at any time for any purpose necessary, incidental to or connected with ActionS' use of the Senior Citizens Center or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a cause of action for damages against the City.

2.05 Security Measures.

ActionS shall comply with the City's security requirements with respect to the Senior Citizens Center.

ARTICLE III.

TERM AND TERMINATION

3.01 Term.

The term of this Agreement shall be deemed to have commenced on August 1, 2017, and shall end on August 1, 2019, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval.

3.02 Termination.

This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to termination.

ARTICLE IV. CONSIDERATION

ActionS understands and agrees that the City's operation and maintenance of a senior citizens' center constitutes a governmental function. The consideration for this Agreement are the programs and activities that ActionS will conduct for the senior citizens in the Alvin area. In exchange, the City will provide the Senior Citizens Center for that purpose.

ARTICLE V. INSURANCE

ActionS agrees that at its sole cost it will procure, within ten (10) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the Senior Citizens Center of the type(s) and limit(s) set forth below:

COVERAGE

Commercial General Liability
(i) Products/completed operations
(ii) Personal and advertising injury
(iii) Fire Damage

Comprehensive Automobile Liability
(i) owned/leased vehicle
(ii) non-owned vehicles
(iii) hired automobiles

Workers Compensation

LIABILITY

Combined single limit for
bodily injury and property
damage of \$500,000 per person.
General Aggregate of \$1,000,000
(not including products/completed
operations)

Combined single limit for bodily
injury and property damage of
\$1,000,000 per occurrence

Statutory requirements per state law

Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death or property damage, the City shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction

and injury, to City-owned or leased property and City personnel, caused by or resulting from work, acts or omissions of ActionS, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to and shall not make the City a partner or joint venturer with ActionS in its operations at the Senior Citizens Center.

ActionS shall furnish the City with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been furnished to the City, a certificate of coverage certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas and on forms approved by the Insurance Commission of the State of Texas and shall be performable in the State of Texas, County of Brazoria.

All the insurance required to be carried by ActionS hereunder shall be by policies which shall require on their face, or by endorsement, ten (10) days' written notice to the City before they may be cancelled and within which ten (10) day period ActionS covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof.

Failure or refusal of ActionS to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

ARTICLE VI.

INDEMNIFICATION

ActionS SHALL INDEMNIFY AND HOLD THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY THE CITY OF ALVIN, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.01 Modification.

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council.

7.02 Assignment.

ActionS shall not assign or transfer any of its rights under this Agreement without the prior written consent of the City Council. ActionS herein is an independent contractor and not the agent or employee of the City of Alvin.

7.03 Failure to Exercise Rights.

Failure by the City to exercise any of its rights arising hereunder by reason of any act of ActionS hereunder shall not be deemed a waiver of any subsequent act, similar or dissimilar by ActionS.

7.04 Notices.

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

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511

ActionS, Inc. of Brazoria County
Executive Director
1524 E. Mulberry, Suite 135
Angleton, Texas 77515

7.05 Applicable Laws.

ActionS covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to or touching upon its operations within and upon the Senior Citizens Center.

7.06 Licenses and Permits.

ActionS shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

7.07 Entire Agreement.

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

7.08 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the ActionS in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

7.09 Remedies Cumulative.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or ActionS, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

7.10 Place of Performance.

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

7.11 Benefits.

This Agreement is made for the sole and exclusive benefit of the City and ActionS, their successors and assigns, and is not made for the benefit of any third party.

7.12 Ambiguities.

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

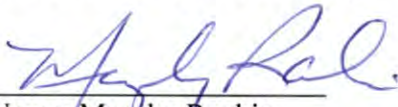
7.13 Successors and Assigns.

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

7.14 Captions.

The captions of the articles and sections of this Agreement are inserted for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

ActionS, Inc. of Brazoria County

By: 
Name: Murphy Rankin
Title: Executive Director

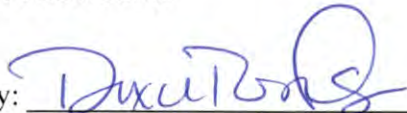
CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor

ATTEST/SEAL

By: 
Name: ~~Timothy Oden~~ JEAN GUSTAVSEN
Title: Board Chairperson 

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 19-L, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation Bond, Series 2019 for the design, construction, and equipment of a fire and emergency medical services station, the design, construction and equipment of street and drainage improvements, and the costs of professional services incurred in connection therewith; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

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

Summary: On February 4, 2019, City Council authorized the publishing of a notice of the City's intent to issue \$16,000,000 in Certificates of Obligations for the purpose of funding the construction of a new Fire/EMS facility and drainage improvements.

Project Name	Estimated Project Costs
Fire & EMS Construction	\$14,200,000
Drainage Improvements	\$1,800,000
Total:	\$16,000,000

City staff participated in ratings call with Standard & Poor's on April 18, 2019. Standard & Poor's affirmed the City's Revenue Bond rating of AA on the Series 2019 Certificates of Obligations.

The Series 2019 Certificate of Obligation Bonds are scheduled to be competitively bid at 10:00 a.m. on June 6, 2019. Thereafter, staff will know the exact dollar amount of bonds that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and ask City Council to approve Ordinance 19-L, authorizing the bond sale. Should City Council authorize the issuance of the Series 2019 Certificate of Obligation Bonds, the bonds are expected to close, with funds deposited into the City's accounts on July 8, 2019.

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

Funding Account: _____ **Amount:** Approx. \$16M **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/29/2019 SLH

Supporting documents attached:

- Ordinance 19-L
- Standard and Poor's Rating Summary

Recommendation: Move to approve Ordinance 19-L, authorizing the issuance of \$14,880,000 City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2019; for the design, construction, and equipment of a fire and emergency medical services station, the design, construction and equipment of street and drainage improvements, and the costs of professional services incurred in connection therewith; Levying a Tax and Providing for the security and payment thereof; and enacting other provisions relating 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. 19-L

AUTHORIZING THE
ISSUANCE OF

CITY OF ALVIN, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2019

Adopted: June 6, 2019

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	Definitions.....	2
Section 1.2.	Findings.....	4
Section 1.3.	Table of Contents, Titles, and Headings	4
Section 1.4.	Interpretation.....	4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1.	Tax Levy	5
Section 2.2.	Debt Service Fund.....	5
Section 2.3.	Pledge of Revenues.....	5

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1.	Authorization	6
Section 3.2.	Date, Denomination, Maturities, and Interest	6
Section 3.3.	Medium, Method, and Place of Payment.....	7
Section 3.4.	Execution and Registration of Certificates	8
Section 3.5.	Ownership	9
Section 3.6.	Registration, Transfer, and Exchange	9
Section 3.7.	Cancellation	10
Section 3.8.	Replacement Certificates	10
Section 3.9.	Book-Entry-Only System.....	11
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry- Only System.....	12
Section 3.11.	Payments to Cede & Co.....	12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	Limitation on Redemption	12
Section 4.2.	Optional Redemption	13
Section 4.3.	Mandatory Sinking Fund Redemption.....	13
Section 4.4.	Partial Redemption.....	13

Section 4.5.	Notice of Redemption to Owners	14
Section 4.6.	Payment Upon Redemption	14
Section 4.7.	Effect of Redemption	15
Section 4.8.	Lapse of Payment.....	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar	15
Section 5.2.	Qualifications	16
Section 5.3.	Maintaining Paying Agent/Registrar	16
Section 5.4.	Termination	16
Section 5.5.	Notice of Change to Owners	16
Section 5.6.	Agreement to Perform Duties and Functions.....	16
Section 5.7.	Delivery of Records to Successor	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally	17
Section 6.2.	Form of the Certificates	17
Section 6.3.	CUSIP Registration.....	23
Section 6.4.	[Reserved]	24
Section 6.5.	Legal Opinion	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates	24
Section 7.2.	Deposit of Proceeds	24
Section 7.3.	Control and Delivery of Certificates	25
Section 7.4.	Official Statement	25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates	25
Section 8.2.	Other Representations and Covenants	25
Section 8.3.	Provisions Concerning Federal Income Tax Exclusion.....	26

ARTICLE IX

DISCHARGE

Section 9.1. Discharge	28
------------------------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports	28
Section 10.2. Event Notices	29
Section 10.3. Limitations, Disclaimers and Amendments	30

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance	32
Section 11.2. Partial Invalidity.....	32
Section 11.3. Repealer	32
Section 11.4. Individuals Not Liable	32
Section 11.5. Related Matters	32
Section 11.6. Force and Effect.....	32

ORDINANCE NO. 19-L

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ALVIN §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Alvin, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Net Revenues (as defined herein) of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$16,000,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on June 6, 2019; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2019” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Alvin, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means June 1, 2019.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being May 1 and November 1 of each year, commencing on November 1, 2019.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” has the meaning ascribed thereto in the City’s Ordinance No. 18-K, authorizing the issuance of the City’s Water and Sewer System Revenue Bonds, Series 2018, adopted by the City Council on July 19, 2018, as amended.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially Zions Bancorporation, National Association, Houston, Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2019, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates

as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2019" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$14,880,000 for the costs associated with (i) the design, construction, and equipment of a fire and emergency medical services station, (ii) the design, construction and equipment of street and drainage improvements, and (iii) the costs of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on November 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$745,000	5.000%	2030	\$745,000	3.000%
2021	745,000	5.000%	2031	745,000	3.000%
2022	745,000	5.000%	2032	745,000	3.000%
2023	745,000	5.000%	2033	745,000	3.000%
2024	745,000	5.000%	2034	745,000	3.000%
2025	745,000	5.000%	***	***	***
2026	745,000	5.000%	2036	1,485,000	3.000%
2027	745,000	5.000%	2037	740,000	3.000%
2028	745,000	5.000%	2038	740,000	3.000%
2029	745,000	5.000%	2039	740,000	3.000%

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, and shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the Special Payment Date shall be sent at least five Business Days prior to the Special Record Date by United States mail,

first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and

manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation

of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown

in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after November 1, 2029, in whole or from time to time in part, before their respective scheduled maturity dates, on November 1, 2028, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with respect to the Term Certificates) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints Zions Bancorporation, National Association, Houston, Texas, as its initial registrar and transfer agent (the "Paying Agent/Registrar") to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect

to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) The form of Paying Agent/Registrar Agreement is hereby approved. The City hereby approves and the Mayor or Mayor Pro Tem and the City Secretary are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, the Assignment form and the Statement of Insurance, if any, to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

CITY OF ALVIN, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2019

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % November 1, 20__ June 26, 2019 _____

The City of Alvin (the "City"), in the County of Brazoria, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing on November 1, 2019.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office Zions Bancorporation, National Association, Houston, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment

(a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated June 1, 2019 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$14,880,000 (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with the design, construction, and equipment of a fire and emergency medical services station, the design, construction and equipment of street and drainage improvements, and the costs of professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after November 1, 2029, in whole or from time to time in part, before their respective scheduled maturity dates, on November 1, 2028, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Certificates maturing on November 1, 2036 (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$1,485,000 Term Certificates Maturing November 1, 2036

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
November 1, 2035	\$745,000
November 1, 2036 (maturity)	\$740,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any

redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is

registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Net Revenues (as defined in the Ordinance) of the City's water and sewer system are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Alvin, Texas

Mayor [Pro Tem]¹
City of Alvin, Texas

[SEAL]

¹ Delete if the Mayor executes the Initial Certificate

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on November 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or

another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. [Reserved].

Section 6.5. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to Robert W. Baird & Co., Inc. (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$1,305,826.50, being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$16,000,000.00, consisting of \$14,880,000.00 principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$1,120,000.00, shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of \$185,826.50 shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited to the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City

will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.3. Provisions Concerning Federal Income Tax Exclusion.

(a) General Tax Covenants. The City intends that the interest on the Certificates be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any applicable provision of section 103 and 141 through 150, inclusive, of the Code. In particular, the City covenants and agrees to comply with each requirement of this Section 24; provided, however, that the City will not be required to comply with any particular requirement of this Section 24 if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes or (ii) compliance with some other requirement specified in such Counsel’s Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in this Section 8.3.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) Certificates Are Not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No-Arbitrage Covenant. The City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the City will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the City will take all steps necessary to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys that do not represent gross proceeds of any Certificates of the City, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed or paid at maturity, or such other period as may be required by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 8.3 will survive the defeasance and discharge of the Certificates for so long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the Official Statement under the Schedules 1-4, 6-9, and 11-14 in Appendix A and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject

to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide

any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 6th day of June, 2019.

City Secretary
City of Alvin, Texas

Mayor
City of Alvin, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney

*Signature Page to
City of Alvin Ordinance No. 19-L*

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, the undersigned officer of the City Council of the City of Alvin, Texas, hereby certify as follows:

1. The City Council of the City of Alvin, Texas, convened in a regular meeting on the 6th day of June, 2019, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Paul Horn	Mayor
Keith Thompson	Mayor Pro Tem and Councilmember, District C
Brad Richards	Councilmember, At Large 1
Joel Castro	Councilmember, At Large 2
Martin Vela	Councilmember, District A
Adam Arendell	Councilmember, District B
Glenn Starkey	Councilmember, District D
Gabe Adame	Councilmember, District E

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 19-L

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 6th day of June, 2019.

[SEAL]

City Secretary
City of Alvin, Texas

Summary:

Alvin, Texas; General Obligation

Primary Credit Analyst:

Karolina Norris, Dallas 972-367-3341; Karolina.Norris@spglobal.com

Secondary Contact:

Amahad K Brown, Dallas + 1 (214) 765 5876; amahad.brown@spglobal.com

Table Of Contents

Rationale

Outlook

Related Research

Summary:

Alvin, Texas; General Obligation

Credit Profile

US\$16.0 mil tax and rev certs of oblig ser 2019 dtd 07/01/2019 due 11/01/2039

<i>Long Term Rating</i>	AA/Stable	New
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Alvin GO

<i>Long Term Rating</i>	AA/Stable	Affirmed
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Rationale

S&P Global Ratings assigned its 'AA' long-term rating to the City of Alvin, Texas' series 2019 tax and revenue certificates of obligation. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the city's previously issued general obligation (GO) bonds and certificates of obligation. The outlook is stable.

Located about 25 miles southeast of Houston, Alvin benefits from access to the Woodlands-Sugar Land metropolitan statistical area (MSA), and its economy continues to expand while its debt profile remains manageable despite growth-related capital needs. The management team is strong, with formalized plans and policies, and this supports the maintenance of Alvin's strong financial profile. While the city may draw down its reserves from time to time, these draws are planned and represent spending of surpluses on one-time capital projects, and thus we expect its budgetary flexibility to remain very strong.

The certificates and bonds constitute direct obligations of the city, payable from the proceeds of a continuing, direct annual ad valorem tax, within the limits prescribed by law, on all taxable property within its borders. The certificates are further secured by surplus revenue of the city's water and sewer system not to exceed \$1,000. Given the limited revenue pledge, we rate the certificates based on Alvin's ad valorem tax pledge. The maximum allowable ad valorem tax rate in Texas is \$2.50 per \$100 of assessed value (AV) for all purposes, with the portion dedicated to debt service limited to \$1.50. The city's total fiscal 2019 tax rate is well below the maximum, at 78.8 cents, 6.37 cents of which is dedicated to debt service. Based on the application of our criteria "Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness," published Jan. 22, 2018 on RatingsDirect, we view the limited-tax GO debt pledge on par with the issuer credit rating, which is based on the city's general creditworthiness. The ad valorem taxes are not levied on a narrower or distinctly different tax base, and there are no limitations on the fungibility of resources available for the payment of debt service.

Proceeds from the certificates will fund a fire and emergency medical station as well as drainage improvements.

The rating reflects our opinion of the city's:

- Weak economy, with projected per capita effective buying income at 83.5% and market value per capita of \$48,742, though that is advantageously gaining from access to a broad and diverse MSA;
- Very strong management, with strong financial policies and practices under our financial management assessment

methodology;

- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 51% of operating expenditures;
- Very strong liquidity, with total government available cash at 144.5% of total governmental fund expenditures and 36.2x governmental debt service, and access to external liquidity we consider strong;
- Adequate debt and contingent liability position, with debt service carrying charges at 4.0% of expenditures and net direct debt that is 67.8% of total governmental fund revenue; and
- Strong institutional framework score.

Weak economy

We consider Alvin's economy weak. The city, with an estimated population of 28,588, is located in Brazoria County in the Houston-The Woodlands-Sugar Land MSA, which we consider broad and diverse. The city has a projected per capita effective buying income of 83.5% of the national level and per capita market value of \$48,742. Overall, the city's market value grew by 8.2% over the past year to \$1.4 billion in 2019. The county unemployment rate was 5.3% in 2017.

Alvin encompasses approximately 15 square miles in northeast Brazoria County, about 25 miles southeast of downtown Houston. Industries driving the regional economy include chemical manufacturing, petroleum processing, advanced manufacturing, health care, retail, and education.

The city's employment base is stable, and economic growth prospects are positive considering ongoing development projects in both the residential and commercial sectors. We understand that multiple developments are under construction, including several hundred new homes with average prices of about \$275,000. Leading employers in the city include Alvin Independent School District, Empereon Constar, Alvin Community College, Wal-Mart, Ascend Performance Materials, and INEOS Olefins & Polymers.

Ongoing residential and commercial development has resulted in consistent tax base growth. Taxable AV has increased by an average annual rate of 9% since 2013, and by a cumulative 45%. Preliminary estimated taxable values for fiscal 2020 indicate 10% growth to \$1.5 billion. The tax base is very diverse with the top 10 taxpayers accounting for just 9.3% of AV.

We expect Alvin to experience sustained economic growth over the next several years as residential and commercial development activities continue on the strength of economic conditions in the Houston MSA.

Very strong management

We view the city's management as very strong, with strong financial policies and practices under our financial management assessment methodology, indicating our view that financial practices are strong, well embedded, and likely sustainable.

We revised our assessment of the city's financial management based on Alvin's incorporation of formal long-term capital planning and debt management into its policies and practices.

Alvin has adopted a debt management policy that outlines the types of debt that can be issued and includes several quantitative metrics, such as minimum present value savings for refundings and targeted maximum life of bonds. The city also now maintains a long-term capital plan that identifies project costs and funding sources for the next five years.

Strengths of the city's financial management policies and practices include the use of historical trends in developing budget assumptions and monthly budget discussions with city council regarding budget-to-actual results.

Management calculates revenue and expenditure estimates using three to five years of historical data, including property tax rolls from the Brazoria County appraisal district, AV growth, sales tax trends, and personnel costs.

Alvin has a formal investment management policy, compliant with the Texas Public Funds Investment Act, and provides quarterly updates to the city council regarding investments. Its formal reserve target is 25% of expenditures, which it is currently exceeding.

The city has a long-term financial plan that is updated annually during the budget process. The financial plan forecasts general fund revenue and expenditures for five years.

Strong budgetary performance

Alvin's budgetary performance is strong, in our opinion. The city had operating surpluses of 8.8% of expenditures in the general fund and of 9.5% across all governmental funds in fiscal 2018. Our assessment accounts for our expectation that budgetary results could deteriorate somewhat in the near term.

Alvin has historically maintained stable budgetary performance, posting three consecutive general fund surpluses.

The city budgets conservatively, which often results in positive budget variances.

Despite budgeting to utilize \$237,000 of fund balance in fiscal 2018, the city was able to add \$1.5 million to its ending general fund balance, primarily because revenue exceeded budget by 7% and because it utilized 98% of budgeted expenditures.

The primary sources of general fund revenue are property taxes (50.0%), sales taxes (14.0%), interfund transfers (9.5%) and franchise fees (9.1%). Both property and sales tax collections have increased steadily in recent years, and the city is expecting continued incremental growth given economic growth.

The city adopted a balanced budget for fiscal 2019, but management now expects a surplus given conservative assumptions and positive revenue trends.

The city maintains a policy to spend surpluses generated in the general fund on one-time capital projects, but given continued expenditure controls and stable revenue growth we expect Alvin to maintain strong budgetary performance.

Very strong budgetary flexibility

Alvin's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2018 of 51% of operating expenditures, or \$8.4 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

The city has maintained very strong reserves. While management may spend a portion of reserves on capital projects, we expect budgetary flexibility to remain very strong given the city's target to maintain a minimum general fund balance of 25% of expenditures, coupled with its historically maintaining reserves well in excess of that target.

Very strong liquidity

In our opinion, Alvin's liquidity is very strong, with total government available cash at 144.5% of total governmental fund expenditures and 36.2x governmental debt service in 2018. In our view, the city has strong access to external liquidity if necessary given its frequent issuance of tax- and revenue-backed bonds during the past 20 years.

Alvin has historically had what we consider very strong cash balances and, given management's demonstrated ability to maintain balanced operations, we do not believe its cash position will materially weaken over the next two years.

All of the city's investments comply with Texas statutes and the city's internal investment policy. At fiscal year-end 2018, the city's investments were diversified in certificates of deposit (CDs) and state investment pools, which we do not consider aggressive.

The city has two privately placed debt obligations totaling \$4.3 million, or 7% of total direct debt. The private placements contain no provisions that we view as a potential liquidity risk.

Adequate debt and contingent liability profile

In our view, Alvin's debt and contingent liability profile is adequate. Total governmental fund debt service is 4.0% of total governmental fund expenditures, and net direct debt is 67.8% of total governmental fund revenue.

We adjusted the city's debt for \$21.6 million of GO debt that is supported by utilities. The annual debt burden on the governmental funds is expected to remain relatively low, as the majority of Alvin's debt outstanding will continue to be supported by the enterprise funds.

The city has completed a water rate study and implemented rate increases to ensure that utility rates are sufficient to generate revenue needed to maintain the self-supporting nature of its utility debt.

The city is planning to issue \$3.7 million of tax-backed debt within the next two years, but we don't expect the additional issuance to affect its debt profile.

Alvin's pension contributions totaled 8.8% of total governmental fund expenditures in 2018. The city made its full annual required pension contribution.

The city provides retiree benefits through the Texas Municipal Retirement System (TMRS), a defined benefit pension plan. Contributions are determined at an actuarially determined rate. Alvin has historically made the full annual required pension contribution. The city reported net pension liability of \$7.3 million as of Dec. 31, 2017, the most recent actuarial valuation date. The plan reported a funded ratio of 88.2% using a 6.75% discount rate.

The city also participates in Texas Emergency Services Retirement System (TESRS), a cost-sharing, multiple-employer pension plan. The plan is administered by the TESRS and established and administered by the State of Texas to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. The contribution requirement per active emergency services personnel member per month is not actuarially determined,

but set by the plan's board. In fiscal 2017 the city contributed \$104,155 to the plan, and the state, which has to make the plan actuarially whole, appropriated \$1,583,825 to the plan as a whole. The city's portion of the plan's net liability was \$488,923 as of Aug. 31, 2017, using a 7.75% discount rate.

The city also participates in the cost-sharing, multiple-employer defined benefit group-term life insurance coverage to both current and retired employees, which is operated by TMRS, known as the Supplemental Death Benefits Fund. The city may terminate coverage and discontinue participation by adopting an ordinance before Nov. 1 of any year to be effective the following Jan. 1. The city has historically contributed 100% of the contractually required rate as determined by an annual actuarial valuation. As of Dec. 31, 2017 actuarial valuation, the city's net other postemployment benefit liability was \$565,280, using a 3.31% discount rate.

Strong institutional framework

The institutional framework score for Texas municipalities is strong.

Outlook

The stable outlook reflects our expectation that the city will maintain strong operating performance, with very strong reserves and liquidity, supported by its very strong management practices. The outlook also reflects our expectation that economic growth in Alvin will continue, driven by commercial and residential development. Consequently, we don't expect to change the rating within the two-year outlook horizon.

Upside scenario

We could raise the rating if the city's economic growth continues, leading to improved wealth and income levels that are more in line with those of higher-rated peers.

Downside scenario

We could lower the rating if Alvin is unable to maintain the self-supporting nature of its tax-backed utility debt, leading to a significant deterioration of its debt and contingent liability profile. In addition, we could lower the rating if the city's budgetary performance were to weaken, leading to sustained operating deficits and a resulting decline in reserves to a level below its formal reserve policy.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015
- 2018 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating

Summary: Alvin, Texas; General Obligation

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AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a request for the property owner at 618 W. Lang Street to waive the front building setback requirement of Chapter 21 Subdivisions and Property Development, Section 37 (a) Lots, minimum setback lines, of the Alvin Code of Ordinances, for the construction of a porch.

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

Summary: On May 1, 2019, the Engineering Department received a variance request, from the property owner at 618 W. Lang Street, for a waiver to the 25' front building setback required by section 21-37(a) of the City Code of Ordinances. As explained in the attached request letter, the Owner is proposing to construct an 8' x 6' federal style porch along the front of the home at 618 W. Lang Street. The porch, as proposed, will be 18' from the edge of the Lang Street pavement. The encroachment of the new porch will not cause any traffic safety concerns and will blend with existing structures in the area.

The City Planning Commission unanimously approved this request at their meeting on May 21, 2019.

Numerous variances to the front building setback requirement have been approved in the past several years. The most recent one being for the placement of a single-family home at 1219 Betsy Ross Street in July of 2018.

Staff recommends approval.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/3/2019 SLH

Supporting documents attached:

- Variance Request Letter
- Survey
- Photos
- Windstorm Design Plans
- Sec. 21-4 Variance; Section 21-37 (a) Lots

Recommendation: Move to approve the variance request for the property owner at 618 W. Lang Street to waive the front building setback requirement of Chapter 21, Section 37(a) of the Code of Ordinances, for the construction of a porch.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

May 7, 2019

Alvin City Council
Thru: Planning Commission
Alvin, TX 77511

SUBJ: 618 W. Lang Street, Alvin, TX — Request for Variance

We are long time residents of the Alvin - Manvel community with all three of our children graduating from Alvin High School during the 1990's. We have been proud residents in the older downtown Alvin neighborhood since 2016 when we relocated to Lang & Jackson Streets to be near our businesses in Alvin.

We have wanted to "spruce up" the front elevation of our property so that our rather plain looking house from 1894 would present a more inviting appearance for passers-by; and provide a more finished look for the front of our home.

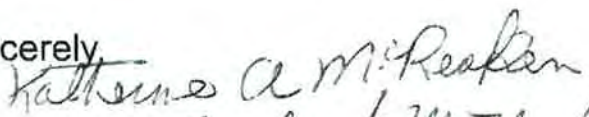
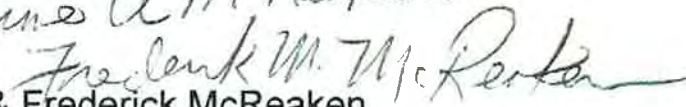
The attached photo depicts the type of front entry that we believe will add the desired beauty to our older Alvin home. Our contractor and his engineer have created the appropriate detail plans for its construction. However, our property is one of those old 6,250 s.f. city lots that does not allow for the current city setback requirements to be met; which is beyond our control.

The current survey dated April 3, 2019 shows the front of our home is 8' from the property line on Lang Street. The proposed entry will enhance the neighborhood appearance in this older Alvin neighborhood and perhaps encourage others in this part of Old Alvin to improve their properties over time.

The two large trees in our front yard will continue to dominate the front of the home since they have existed on the lot for many many decades and would not be impacted by this construction. Some of our neighbors are likewise utilizing the full potential of their front yards by landscaping and other similar improvements.

We hope that you will agree with our improvement plan and approve our variance request. We will be available at the June 6th City Council meeting to answer any questions that you may have.

Sincerely,



Katherine & Frederick McReaken

Bunky and Son Construction, LLC

Mailing Address: PO Box 1755, Alvin, Texas 77512-1755

Email: bunkyandson@gmail.com Website: www.bunkyandsonconstruction.com

Office: 281-245-6243

April 22, 2019

City of Alvin
ATTN: Michelle Segovia, City Engineer

Dear Mrs. Segovia,

On behalf of Homeowners: Mike and Katherine McReaken at 618 W Lang Street, Alvin, I am requesting a variance to construct an 8ft wide x 6ft deep, open style, Federal Style porch, as shown in the attached proposed porch picture.

Per the CAD, the original house was built in approximately 1894 and is currently located in the old section of Alvin where the lots are smaller and therefore the set back rules are tight. The edge of the road pavement to the front of the house is 24 ft. The Edge of the road to the front of the proposed porch is 18 feet.

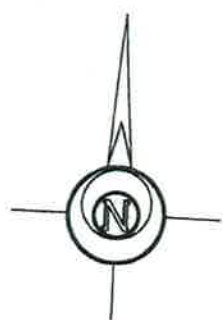
There are currently, more or less, permanent fixtures in between the house and the road that were in place prior to this homeowner taking possession of the home; ie... Large trees, telephone pole, fairly large drainage ditch on corner of Lang and Jackson, wooden fence and stop sign. The trees are inside the fence. The telephone pole and ditch is right on the outside of the fence. (See pictures).

From a sight visit, we do not believe that the porch will have a negative impact or cause any visual hinderances on Lang or Jackson, due to it will be well behind the current trees, telephone pole, drainage ditch and fence. We feel it will complete the front of the house, dress it up so to speak, and enhance the appeal of the houses in the area as well as to help to improve downtown. From a quick look at neighboring properties it appears several others are also utilizing their full potential in their front yards on Lang with gardens, sidewalks, or other improvements. This new porch will remain consistent with the neighboring houses.

Please see attached photos, and Engineered plans for the porch. I have placed two stakes off the front of house(yellow flags) to show the edge of proposed, open front porch. I am available for any questions. We appreciate your support and thank you for your blessing.

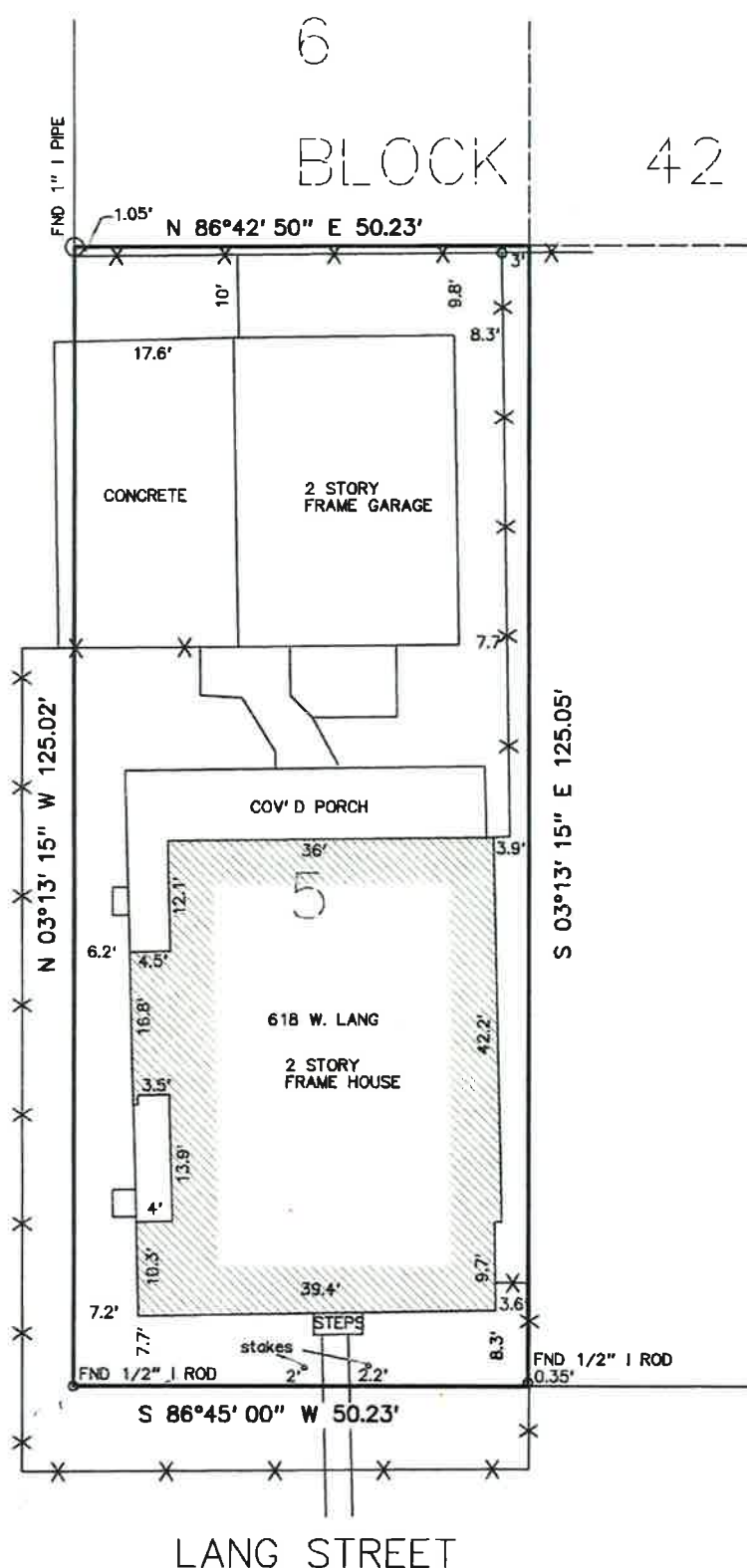


Bunky Jordan, Contractor



1" = 20'

JACKSON STREET



LANG STREET

SURVEY MAP SHOWING LOT 5, BLOCK 42, ALVIN NO. 1 TO THE CITY OF ALVIN, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 32, PAGE 49, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

This survey was made on the ground on April 3, 2019, under my supervision, and conforms to the Texas Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Land Surveying.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796
Gormly Surveying, Inc. FIRM# 10095700
P. O. Box 862, Alvin, Texas 77512-0862 Phone (281) 331-0883



Source of bearing based upon the Texas Coordinate System of 1983 (South Central Zone) as compiled from GPS Observations.

Chad A. Gormly has not performed an Abstract of Title on the above surveyed property.

Survey performed without the benefit of a current title commitment.

WINDSTORM LEGEND					
H01	HOLDDOWN LOCATION AND TYPE (SEE DETAIL 3, 4, 5, 9 & 10 SHEET CS 1-1)	—	FULL HEIGHT SHEARWALL LOCATION	—	HEADER STUD & SPECIAL RETURN LOCATION (SEE DETAIL E9, WS 2-2)
—		—		—	HORIZONTAL BLOCKING BETWEEN WALL STUDS
—		—		—	HORIZONTAL STRAPPING SIMPSON CS16 COIL STRAP (1,700 LBS TENSION REQ. CAP.)
—		—		—	PLYWOOD USED FOR SHEAR AND UPLIFT RESISTANCE
—		—		—	ALTERNATE SHEATHING METHOD

RAFTER SPAN FOR WIND LOADING ² (FT) (EFFECTIVE 6-1-13)					
2x6's SPACING	ROOF SLOPE	110 MPH EXP B**	110 MPH EXP C**	120 MPH EXP B**	120 MPH EXP C**
SYP#2, 16" O.C.	3:12	13'-1"	10'-6"	11'-11"	9'-6"
SYP#2, 16" O.C.	4:12	12'-10"	10'-3"	11'-8"	9'-4"
SYP#2, 16" O.C.	5:12	12'-2"	9'-8"	11'-1"	8'-10"
SYP#2, 16" O.C.	6:12	11'-6"	9'-2"	10'-5"	8'-4"
SYP#2, 16" O.C.	7:12	13'-5"	10'-8"	13'-1"	10'-6"
SYP#2, 16" O.C.	8:12	13'-5"	10'-8"	12'-4"	9'-10"
SYP#2, 16" O.C.	9:12	12'-10"	10'-3"	11'-8"	9'-4"
SYP#2, 16" O.C.	10:12	11'-11"	9'-6"	10'-10"	8'-8"
SYP#2, 16" O.C.	11:12	11'-3"	9'-0"	10'-2"	8'-1"
SYP#2, 16" O.C.	12:12	10'-5"	8'-4"	9'-6"	7'-7"

RAFTERS: 2X6 #2 SYP @ 16" O.C.
MAX SPAN: 8'-1" @ 1:12 PITCH MIN.

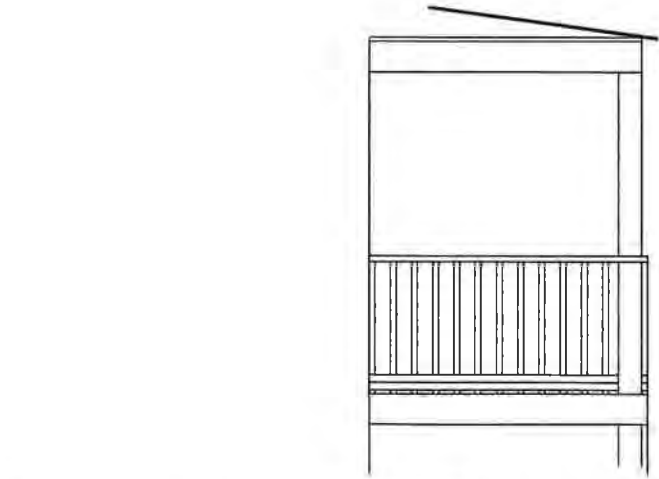
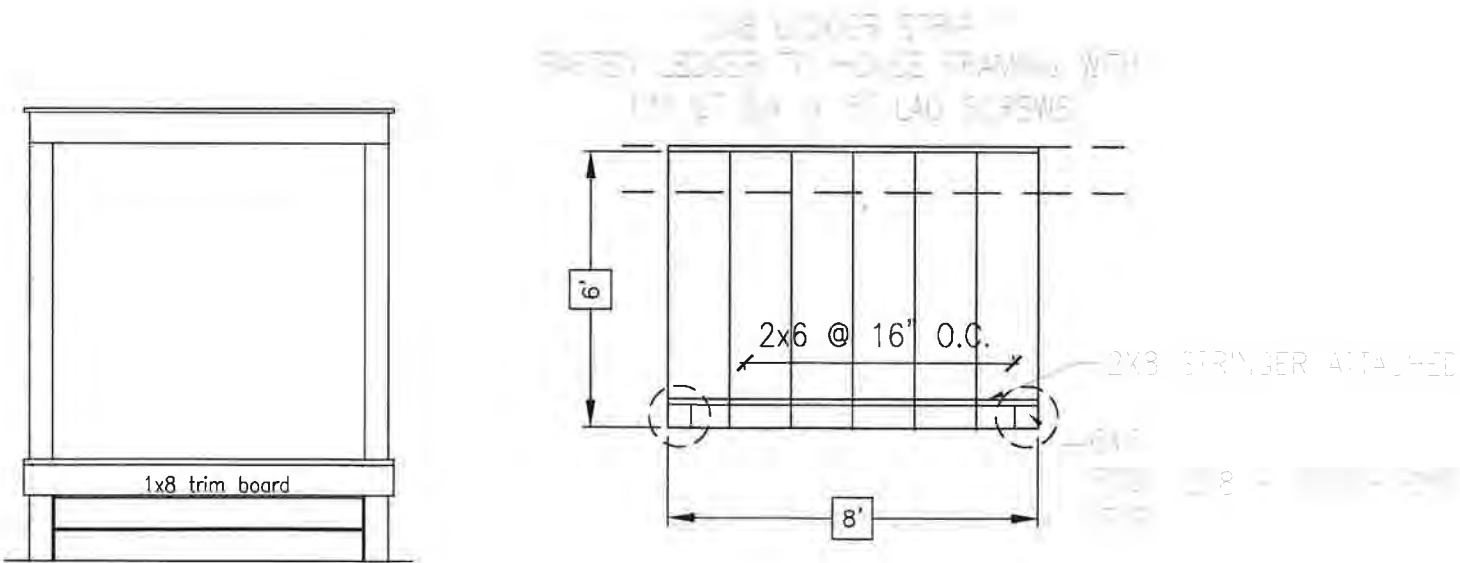
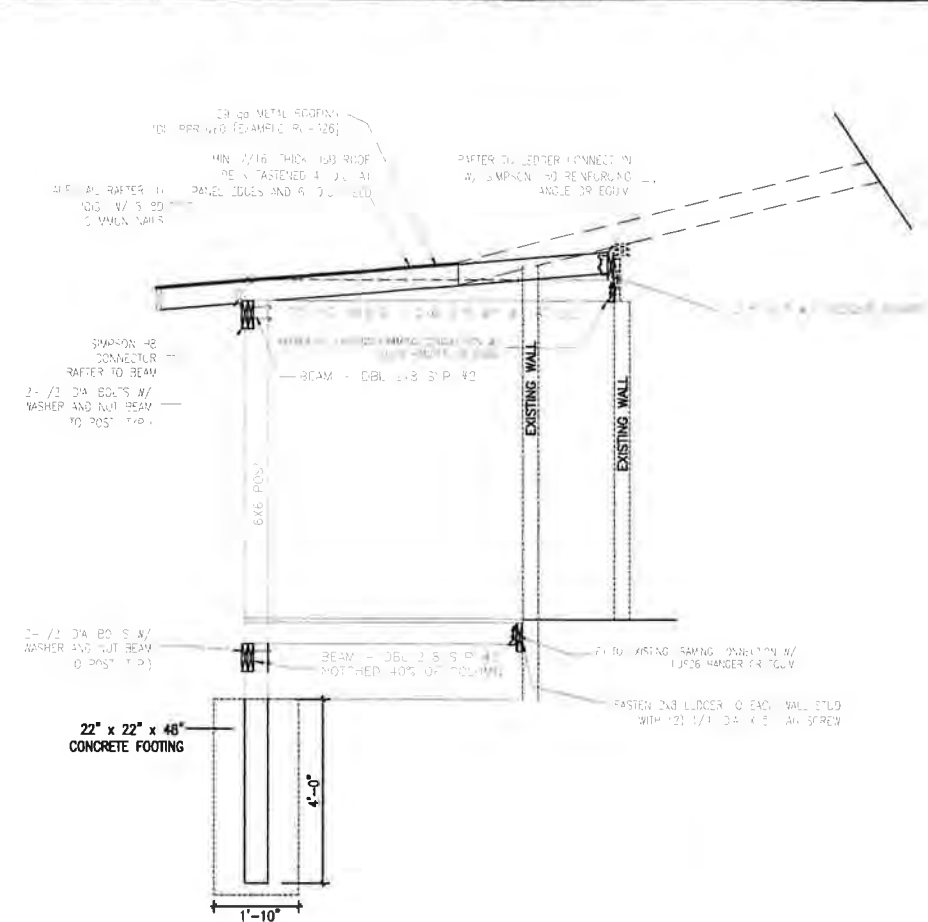


TABLE 2 CORROSION RESISTANT FASTENERS		
	OPEN AREAS	VENTED/ ENCLOSED
SEAWARD	HOT-DIP GALVANIZED (MIN)	ELECTRO GALVANIZED (MIN)
INLAND 1	ELECTRO GALVANIZED (MIN)	EPOXY COATED (MIN)
INLAND 2	ELECTRO GALVANIZED (MIN)	EPOXY COATED (MIN)
FOR MORE INFORMATION SEE TEXAS REVISIONS 2006		



GENERAL CONSTRUCTION AND DESIGN REQUIREMENTS

OTHER CONSTRUCTION REQUIREMENTS:

ALL OTHER CONSTRUCTION SHALL BE PER CONSTRUCTION STANDARD SHEET CS 1-1, AND WINDSTORM DETAIL SHEETS WS 1-2, AND WS 2-2, WHERE THE CONSTRUCTION STANDARD AND THIS DOCUMENT VARY. THIS TEMPLATE SHALL TAKE PRECEDENCE. THIS DESIGN IS FOR WIND ONLY.

OTHER OR NON SPECIFIED CONSTRUCTION DETAILS, MATERIAL REQUIREMENTS AND LOADS SHALL BE PER THE 2009 / 2012 INTERNATIONAL RESIDENTIAL CODE & THE TDI TEXAS REVISIONS.

DESIGN CRITERIA:

DESIGN STANDARD:
2012 WOOD FRAME CONSTRUCTION MANUAL, CHAPTER 2 AND ASCE 7-05

BASIC WIND SPEED: 120 MPH
(3-SECOND GUST)
EXPOSURE CATEGORY: B&C

BASIC WIND SPEED: 110 MPH
(3-SECOND GUST)
EXPOSURE CATEGORY: B&C

UPLIFT REQUIREMENTS

UPLIFT LOAD PATH MUST BE CONTINUOUS FROM THE ROOF TO THE FOUNDATION. ANCHORAGE POINTS AND ACCEPTABLE HURRICANE CONNECTORS PER TABLE 3, CS 1-1

-RAFTER AND STUD ANCHORAGE (PER MEMBER)-

ANCHORAGE	
RAFTER TO TOP PLATE:	600 LBS
TOP PLATE TO STUD:	600 LBS
STUD TO SOLE PLATE:	420 LBS

-HEADER ANCHORAGE-

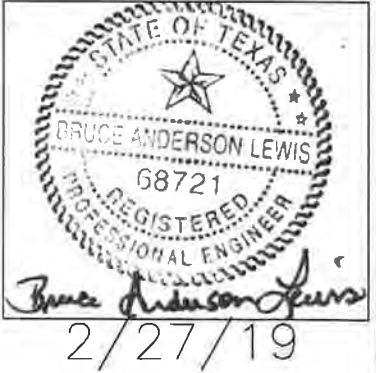
HEADER STUDS TO HEADER AND SOLE PLATE:

ANCHORAGE	
OPENING SIZE	
3'	600 LBS
6'	1125 LBS

-OVERHANG ANCHORAGE-

ANCHORAGE	
RAFTER TO BEAM:	600 LBS
POST TO BEAM/	
POST TO SLAB:	4,000 LBS

PLEASE NOTE THAT ANY CHANGE TO THE DESIGN AFTER ENGINEERING HAS BEEN COMPLETED WILL RESULT IN A REVISION FEE OF \$250.00



PROJECT INFORMATION

WINDSTORM DESIGN PLAN - 155C
618 W LANG ST
ALVIN, TEXAS
2/27/19

WWW.CBWINDSTORM.COM
798 FM 517
ALVIN, TEXAS 77511
(281) 331-0788
REG# F-003193

COASTAL BUILDING INSPECTIONS



FIRM# 003193

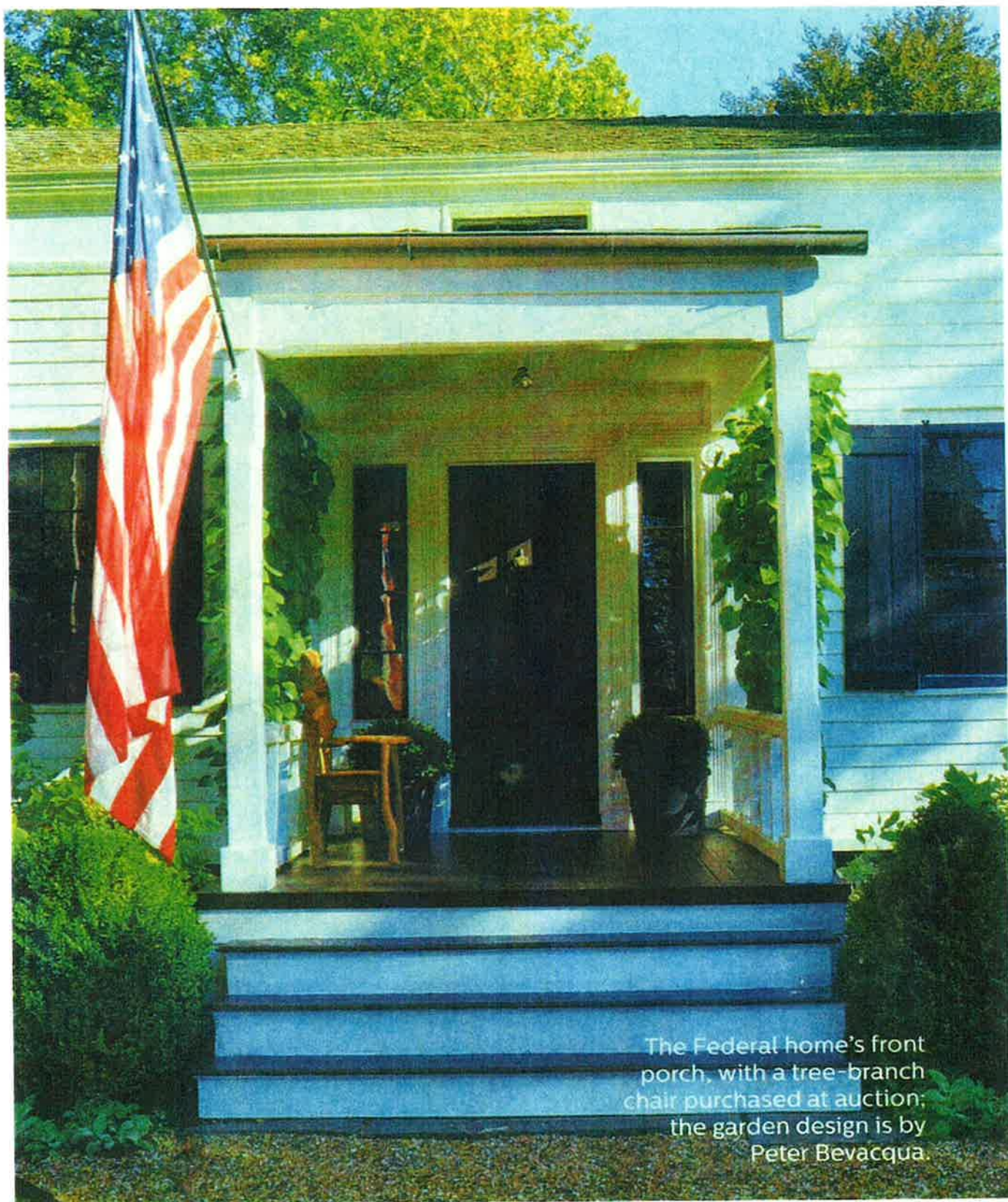
WINDSTORM DESIGN PLANS

CUSTOMER INFORMATION

BUNKY & SON CONST
PATIO COVER ADDITION

PLAN NO:

SHEET NO:
1-1



The Federal home's front porch, with a tree-branch chair purchased at auction; the garden design is by Peter Bevacqua.

Yolkson





Long
front





Edge proposed
porch



Edge
porch →





neighbors w/ garden and
enclosed porch





neighbor →







side from Jackson



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Alvin RV (located along Nelson Road adjacent to the Fairway Lake property), being 10.0 acres of land, known as lot 51, of the E.J. Biering Subdivision of the H.T. & B. Railroad Company Survey, Section 13, a map or plat thereof recorded under volume 19, page 147 of the Brazoria County Deed Records, abstract 225, City of Alvin, Brazoria County, Texas.

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

Summary: On May 1, 2019, the Engineering Department received the final Plat of Alvin RV for review. The property is located along the south side of Nelson Road just west of the Fairway Lake property and is being platted for the future development of a 165 space RV Resort. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission voted unanimously to deny the plat at their meeting on May 21, 2019. The consensus of the Commission was that the proposed 165 space RV Resort development would be too dense, at 16.5 RV spaces per acre, and would increase traffic congestion in this predominantly single-family residential area of the City.

Staff recommends approval since the plat complies with all requirements of the City's Subdivision Ordinance.

Per Section 21-23(d) of the Subdivision Ordinance:

Upon action by the planning commission, city staff shall schedule the final plat for action at a regularly-scheduled city council agenda meeting to be held within thirty (30) days of the planning commission meeting date which action was taken on the final plat. The planning commission recommendation, along with the necessary plats and supporting documentation will be forwarded to the city council for action at the scheduled meeting date. If the plat conforms to all conditions and requirements established by this chapter, the city council shall approve the plat. Should the final plat, as submitted, fail to meet the conditions and requirements of the city council, then the council shall disapprove the plat and note its disapproval thereon and attach thereto a statement of the reasons for disapproval. A disapproved final plat may be resubmitted to the planning commission with correcting changes within thirty (30) days of the council action.

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:** 5/29/2019 SLH _____

Supporting documents attached:

- Click [HERE](#) to view - Final Plat of Alvin RV
- Photos of Previous RV Resort Projects

Recommendation: Move to approve the final plat of Alvin RV (located along Nelson Road adjacent to the Fairway Lake property), being 10.0 acres of land, known as lot 51, of the E.J. Biering Subdivision of the H.T. & B. Railroad Company Survey, Section 13, a map or plat thereof recorded under volume 19, page 147 of the Brazoria County Deed Records, abstract 225, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒













AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Fire

Contact: Rex W. Klesel – Fire Chief

Agenda Item: Consider an Addendum to the 2019 Interlocal Agreement for Fire Protection and Emergency Medical Services between the Brazoria County Emergency Services District No. 3 (ESD #3), and the City of Alvin, to include Fire Protection in the Liverpool Fire Department response area, and a Lease Agreement for fire vehicle apparatus and equipment; and authorize the Mayor to sign.

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

Summary: The ESD #3 has closed the Liverpool Fire Department due to legal and financial problems. The ESD#3 is requesting the Alvin Fire Department to provide service to half of Liverpool Fire Department's response area, with Danbury Fire Department covering the other half. The ESD #3 has agreed to furnish Alvin Fire Department with an ESD Tanker Truck and \$5,000 to provide service to this area for the remainder of this calendar year. Staff recommends approval of the Addendum to the Interlocal Agreement and the Lease 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:** 5/29/2019 SLH

Supporting documents attached:

- Lease Agreement
- Interlocal Agreement
- Exhibit A 1 Fire
- Exhibit A 2 Fire
- Click [HERE](#) to view ESD#3 Interlocal Agreement; Jan 2019

Recommendation: Move to approve an Addendum to the 2019 Interlocal Agreement for Fire Protection and Emergency Medical Services between the Brazoria County Emergency Services District No. 3 (ESD #3), and the City of Alvin, to include Fire Protection in the Liverpool Fire Department response area, and a Lease Agreement for fire vehicle apparatus and equipment; and authorize the Mayor to sign

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**Addendum to Fiscal Year 2019 Interlocal
Agreement for Fire Protection and
Emergency Medical Services Between
Brazoria County Emergency Services District No. 3
and the City of Alvin, Texas**

The **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), and the **CITY OF ALVIN, TEXAS** ("CITY OF ALVIN"), entered into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code and Chapter 775 of the Texas Health and Safety Code whereby the City of Alvin agreed to provide fire protection services and emergency medical services to a designated portion of the territorial jurisdiction of the District. Said Interlocal Agreement was entered into effective January 1, 2019.

Article I and Exhibit "A" of the Interlocal Agreement define the area to which the City of Alvin agreed to provide fire protection and rescue services. The parties hereby amend the agreement to reflect that the City of Alvin will provide fire protection and rescue services to the additional area of the District, designated in revised Exhibit "A," dated May 21, 2019.

Article III of the Interlocal Agreement sets the compensation to be paid by the District to the City of Alvin for the provision of fire protection and rescue services at \$362,000.00 for 2019. The parties hereby amend the agreement to increase the total compensation to be paid to the City of Alvin for the provision of fire protection and rescue services by the additional amount of \$5,000.00.

All other terms of the Interlocal Agreement remain in full effect for the duration of the Interlocal Agreement ending on December 31, 2019.

This addendum is effective May 21, 2019.

[The remainder of this page is intentionally blank. Signatures are found on the following page.]

Exhibit A1 Fire

Galveston County

FM 36
FM 65
FM 86
LOOP
LOOP
SH 28
SH 28
SH 31
SH 31
SH 31
SH 31
SH 31
SH 31
SH 31
SH 31
SPU
SPU

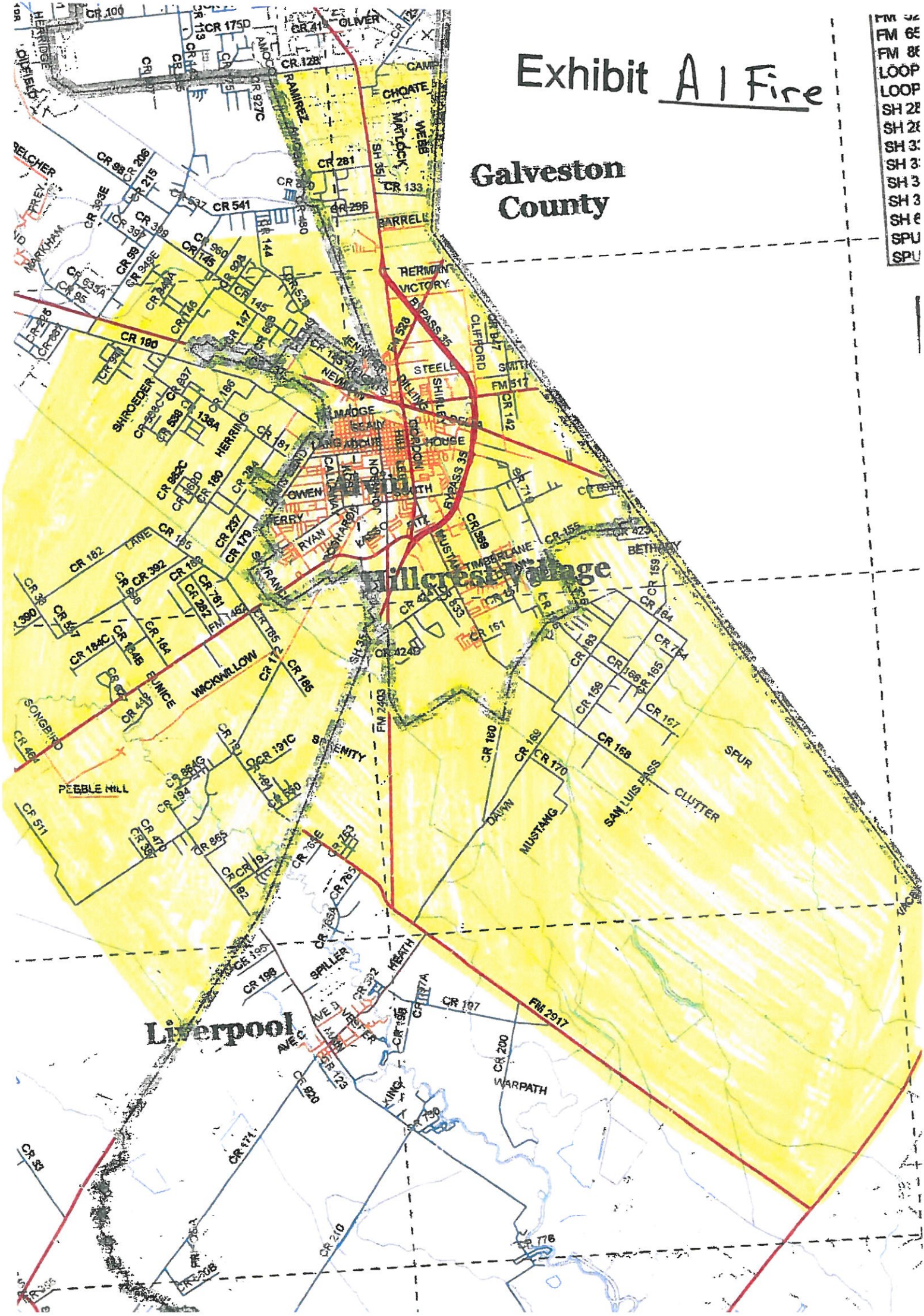
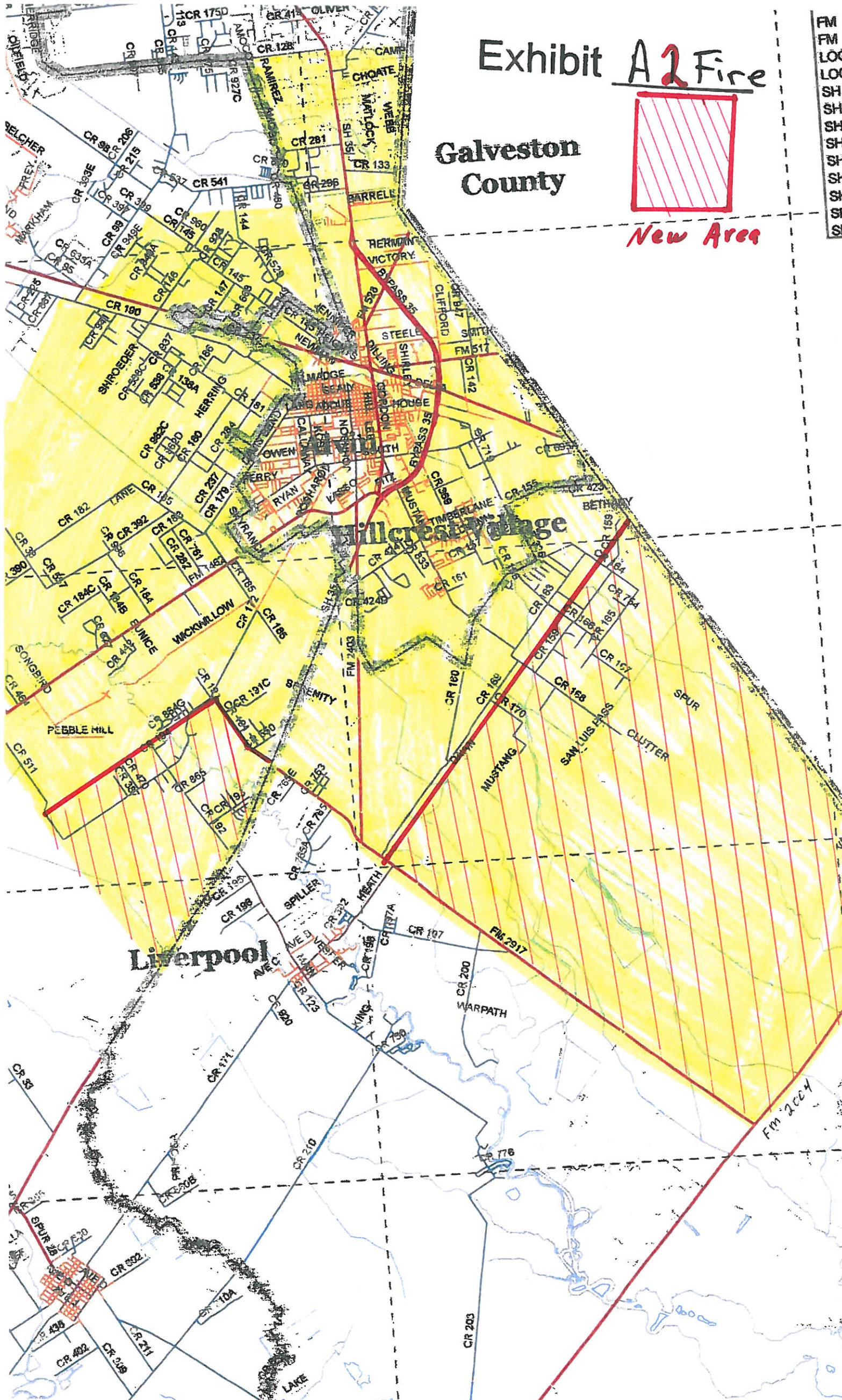


Exhibit A 2 Fire

Galveston
County



New Area



**LEASE AGREEMENT FOR
VEHICLE APPARATUS AND EQUIPMENT**

This **INTERLOCAL LEASE AGREEMENT FOR VEHICLE APPARATUS AND EQUIPMENT** (“**Lease Agreement**”), is made by and between the **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** (“**DISTRICT**” and/or “**LESSOR**”), and the **CITY OF ALVIN, TEXAS** (“**CITY**” and/or “**LESSEE**”), a Texas home rule municipality, for TEN AND NO/100 (\$10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY** agree to the following:

I.

PARTIES

1.01 **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** is a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code.

1.02 **THE CITY OF ALVIN, TEXAS** is a is a Texas home rule municipality.

II. PURPOSE

2.01 The purpose of this Agreement is to better facilitate the City’s ability to perform certain government functions and services for District, as described in the Interlocal Agreement for Emergency Services which currently exists between the parties. To the extent necessary, the 2019 Interlocal Agreement for Emergency Services is incorporated herein by reference.

2.02 Both **DISTRICT** and **CITY** propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

ARTICLE III. LEASE OF VEHICLE APPARATUS AND EQUIPMENT

3.01 The District/Lessor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) per year, and the covenants, and promises herein contained does hereby lease, rent and deliver to the City/Lessee, and Lessee does hereby lease, rent and accept from Lessor, certain equipment, vehicles, and apparatus, as set forth in Exhibit "A" (which exhibit may be amended and updated from time to time).

ARTICLE IV. LEASE TERM

Fixed Commencement and Termination Date

4.01 This Lease Agreement shall be for a term concurrent with the District's fiscal year, January 1, 2019 to December 31, 2019, referred to as the "Lease Agreement Term," but commencing on the later of January 1, 2019 and the date approved by the City and ending on December 31, 2019, subject however to the early termination of the term and automatic renewal as provided herein. This Agreement shall automatically renew for as long as the City maintains possession of any District capital equipment, subject to cancellation by either party with 60-day notice to the other party prior to December 31 of any original or renewal year.

4.02 However, notwithstanding any possible contrary provision of the Interlocal Agreement for Emergency Services or this Lease Agreement, the District's agreement to lease - under and in furtherance of the Interlocal Agreement for Emergency Services - the equipment and/or apparatus for use by the City, shall not exceed the duration of the term of the Interlocal Agreement for Emergency Services. This Lease Agreement shall automatically end and terminate with the ending of the Interlocal Agreement for Emergency Services, and likewise may be renewed with the renewal and extension of the term of the Interlocal Agreement for Emergency Services, including any temporary extensions thereof.

ARTICLE V. RENT

5.01 The annual rent for possession and use of the equipment and/or apparatus is Ten and No/100 Dollars (\$10.00) per year, and the City's continued performance under the Interlocal Agreement for Emergency Services. The rent shall due on the date of initial execution hereof and thereafter, and in the event of renewal of the term hereof, on each anniversary date of the execution hereof. The term of possession and use of the equipment and/or apparatus shall terminate automatically upon the termination of the Interlocal Agreement for Emergency Services in accordance with the Interlocal Agreement for Emergency Services and/or Article IV above.

5.02 All installments of rent hereunder, when and as the same become due and payable, shall be paid in lawful money of the United States.

ARTICLE VI. TAXES

6.01 All taxes applicable to the equipment and/or apparatus shall be paid by the City. It is the intention of both Parties that no taxes be incurred due to the exempt status of both Parties.

ARTICLE VII. USE OF VEHICLE APPARATUS AND EQUIPMENT

7.01 It is understood and agreed that the primary purpose for which the equipment and/or apparatus have been leased is for use in fire suppression and extinguishment and/or EMS responses and similar emergency services by the City to be performed under the Interlocal Agreement for Emergency Services.

7.02 It is understood and agreed that the District may re-assign any capital equipment leased to the City to another provider under contract with the District for the provision of emergency services. The decision to re-assign capital equipment rests solely in the discretion of the District Board of Commissioners in determining where in the District the capital assets are needed. The Board shall provide at least 30 days written notice before any re-assignment is effective in order to allow the City adequate time to remove the

capital asset(s) from their procedures and protocols and to update any dispatching agency ("box assignments").

ARTICLE VIII. INSURANCE, REPAIRS, MAINTENANCE AND RESTORATION

Lessee's Duty to Repair

8.01 Lessee shall perform or provide for the performance of routine maintenance on the vehicles and equipment. Lessee shall submit copies of invoices for said maintenance to the Lessor for reimbursement. Lessee shall maintain records of any maintenance performed on the vehicles and equipment in its possession under the terms of this Agreement.

8.02 In the event that the vehicles or equipment require repairs beyond routine maintenance, Lessee shall notify Lessor in order for Lessor to make arrangements for the repairs and maintenance to be performed.

8.03 Risk of loss for damages to the equipment and/or apparatus shall be borne by Lessor. Lessor agrees to insure the equipment and/or apparatus against theft, loss, and accidental damage during any lease period, as same may be required under the Interlocal Agreement for Emergency Services.

ARTICLE IX. ASSIGNMENT AND SUBLEASE

9.01 Lessee shall not lease out, rent, sell or assign the equipment and/or apparatus, or any interest therein, except upon the signed written consent of Lessor.

ARTICLE X. DEFAULT AND REMEDIES

Termination on Default

10.01 Should Lessee default in the performance of any covenant, condition, or agreement in this Lease Agreement, and such default is not corrected within fifteen (15) days after receipt of written notice (to the address set forth on the signature page hereof) from Lessor this Lease Agreement, or under the Interlocal Agreement for Emergency

Services, and such default is not corrected within the time requirements set forth under the Interlocal Agreement for Emergency Services, all rights and interest created by the Lease Agreement shall be terminated at the election of the District. Upon termination, this Lease Agreement shall cease and come to an end and Lessee shall return the equipment and/or apparatus to Lessor.

Termination Upon Term Ending

10.02 This Lease Agreement shall automatically terminate with the ending of the Interlocal Agreement for Emergency Services for any reason or cause. Upon termination, this Lease Agreement shall cease and come to an end and Lessee shall return the equipment and/or apparatus to Lessor.

ARTICLE XI. WARRANTIES

Lessor's Warranty of Title

11.01 The District hereby represents and warrants that it is the owner of the equipment and/or apparatus. Lessor warrants and represents that it has full authority to execute the Lease Agreement and grant the lease set forth herein.

Lessee's Warranty

11.02 The City warrants and represents that it has full authority to execute the Lease Agreement and accept the lease set forth herein.

ARTICLE XII. GENERAL PROVISIONS

Right of Inspection

12.01 Lessee shall permit Lessor or Lessor's agents, representatives, or employees (with proper authorization) to inspect the equipment and/or apparatus, from time to time with reasonable notice provided to Lessee.

No Partnership

12.02 The relationship between Lessor and Lessee at all times shall remain solely that of lessor and lessee and shall not be deemed a partnership or joint venture.

Effect on Interlocal Agreement for Emergency Services

12.03 Nothing in this Lease Agreement shall ever be construed or understood to in any way diminish or enlarge the respective promises, obligations, warranties and agreements of the District and the City as provided in the Interlocal Agreement for Emergency Services, the sole purposes of this Lease Agreement being to provide the right to the City of the possession and use of the equipment and/or apparatus in furtherance of the services provided to the residents and commercial interests within the geographic area of the District. Both parties agree that the equipment and/or apparatus is and shall only be used by the City in performing its duties under the Interlocal Agreement for Emergency Services.

Parties Bound

12.04 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (where such "assignment" is not in violation of this Lease Agreement or the service Agreement).

Texas Law to Apply

12.05 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performed in Brazoria County, Texas.

Legal Construction

12.06 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

12.07 This Lease Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

12.08 No amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Rights and Remedies Cumulative

12.09 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees

12.10 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorney(s) to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Indemnity Agreement

12.11 Lessee agrees to indemnify and hold Lessor free and harmless from any and all liability for injury to or death of any person, including Lessee and the invitees or guests of Lessee, or for damage to property arising from the use of the Leased Equipment by Lessee.

Training Requirements

12.12 Lessee agrees that no City personnel or personnel from any other agency will operate the District owned vehicle, apparatus or equipment without holding a Class B

exempt License and having completed an emergency driver operator safety class. The City must maintain records of the training and/or certifications for personnel in its records, subject to review by the District.

CITY OF ALVIN, TEXAS

By: _____
Paul A. Horn
Mayor

Address for Notice:
216 West Sealy Street
Alvin, Texas 77511
Date: _____

Acknowledged:
ALVIN FIRE DEPARTMENT

By: _____
Print Name: _____
Title: _____

Address for Notice:

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: _____
Print Name: _____
Title: _____

Address for Notice:
P.O. Box 1253
Manvel, Texas 77578
Date: _____

Exhibit A

1. 2007 Kenworth Tanker, VIN: *****3758

CITY OF ALVIN, TEXAS

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: _____
Paul A. Horn
Mayor

By: _____
Print Name: _____
Title: _____

Address for Notice:
216 West Sealy Street
Alvin, Texas 77511

Address for Notice:
P.O. Box 1253
Manvel, TX 77578

Date: _____

Date: _____

Acknowledged:

**ALVIN VOLUNTEER
FIRE DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice:



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 19-M, amending Chapter 10, Food and Food Establishments, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the food establishment inspection grade posting requirement; providing for a penalty and publication; and setting forth other provisions related thereto.

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

Summary: At the May 2, 2019 City Council Workshop Meeting, it was requested that Staff amend Chapter 10 Food and Food Establishments of the City Code of Ordinances to further define the inspection report posting requirement for Food Establishments. The proposed amendment would require food establishments to post their most recent food inspection report score, as a letter grade, at the front entrance of the facility so that it is visible to the public. Ordinance 19-M includes the requested amendment to Chapter 10 as discussed previously.

Staff recommends approval of Ordinance 19-M.

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:** 5/29/2019 SLH

Supporting documents attached:

- Ordinance 19-M

Recommendation: Move to approve Ordinance 19-M, amending Chapter 10, Food and Food Establishments, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the food establishment inspection report posting requirement; providing for a penalty and publication; 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 ☒

ORDINANCE NO. 19-M

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 10, FOOD AND FOOD ESTABLISHMENTS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, AMENDING THE FOOD ESTABLISHMENT INSPECTION REPORT POSTING REQUIREMENT; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Alvin City Council finds that food and food establishment regulations should be amended periodically to protect the best interest of the health, safety, and welfare of the citizens of Alvin, Texas, and

WHEREAS, the Alvin City Council also wishes to further define the food establishment inspection report posting requirement to provide important information to the public.

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

Section 1. That certain sections of Chapter 10; Food And Food Establishments, of the Code of Ordinances, City of Alvin, Texas; are hereby amended, which said sections shall read as follows:

Chapter 10. FOOD AND FOOD ESTABLISHMENTS

ARTICLE I. IN GENERAL

Sec. 10-1. State regulations adopted.

The City of Alvin adopts by reference the most current version of the Texas Food Establishment Rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A - J. The Texas Food Establishment Rules shall be considered incorporated herein by reference for all purposes. From and after enactment of this chapter, the Texas Food Establishment Rules shall govern the regulation of food and food establishments in the City of Alvin in addition to any other requirements set forth in this chapter and other applicable laws and regulations. Any subsequent revisions or changes to the Texas Food Establishment Rules shall automatically become a part of this chapter unless council action is required by law. A copy of the Texas Food Establishment Rules shall be on file in the office of the city clerk.

Sec. 10-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules as definitions shall have the meanings set forth therein. Additionally, the

following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Alvin.

Food Establishment means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption as follows:

- (A) a restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (B) an establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (C) includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off premises; and regardless of whether there is a charge for the food.
- (D) food establishment does not include an establishment that offers only prepackaged foods that are not time / temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a Bed and Breakfast Limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Inspection Report Card- contains the letter grade that is assigned by the Health Officer, based on the total inspection score at the completion of the inspection of a food establishment.

Inspection Report Form- complete report of a food establishment or mobile food unit inspection. This form shall reference, by section number, the section violated and shall state the correction to be made.

Temporary Food Establishment is a food establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Mobile Food Unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile Food Unit – additional permit to an existing Food Establishment means a mobile food unit operated by an existing permitted food establishment as an additional source of food service.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in Charge (PIC) - The individual present at a food establishment who is responsible for the operation at the time of inspection.

Regulatory authority means the City of Alvin, Texas.

Texas Food Establishment Rules (“TFER”) means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A - J, and as such rules may be hereafter amended.

Sec. 10-3. Application of chapter.

(a) This chapter shall apply to all areas within the corporate limits of the city.

(c) Persons or organizations whose food services are regulated and regularly inspected by another federal or state governmental entity are required to comply with this chapter.

Sec. 10-4. Enforcement.

This chapter shall be enforced by the city's Engineering ~~Code Compliance~~ Department.

Sec. 10-5. Penalty.

Any person who violates any provision of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Each day of violation of this chapter shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this chapter, by law, or in equity.

Sec. 10-6. Injunction.

(a) If it appears that a person has violated, is violating, or threatens to violate this chapter, the city may institute a civil suit in a district court for injunctive relief to restrain the person from continuing the violation or threat of violation.

(b) The city may petition a district court for a temporary restraining order to immediately halt a violation or other action creating an emergency condition if it appears that:

(1) A person is violating or threatening to violate this chapter; and

- (2) The violation or threatened violation creates an immediate threat to the health and safety of the public.

Secs. 10-7 - 10-9. Reserved.

ARTICLE II. PERMIT

Sec. 10-10. Required.

A food establishment, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated with a valid permit issued by the city. Permits are not transferable from place to place or person to person. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter.

Sec. 10-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least thirty (30) days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A Mobile Food Unit (commonly known as a 'food truck') that operates for a period of no more than three (3) consecutive days in conjunction with a single event or celebration may obtain a Temporary Food Establishment permit.

Sec. 10-12. Fees.

(a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees set forth in chapter 28 of this Code.

(b) The re-inspection fee set forth in chapter 28 of this Code shall apply in cases where reinspection is deemed necessary by the City's health official/code compliance officer.

(c) Non-profit organization as defined by this article is required to submit an application for a permit, and upon submission of supporting documentation of nonprofit status, the organization will be issued a permit, but all fees associated with this permit shall be waived.

Sec. 10-13. Refunds/proration.

Permit fees are not refundable and shall not be prorated.

Sec. 10-14. Suspension.

The city may suspend any permit to operate a food establishment, temporary food establishment, and/or mobile food unit, if the permit holder does not comply with the requirements of this chapter and the violation creates an immediate threat to the health and safety of the public. Suspension is effective upon written notice, and service operations shall immediately cease. Whenever a permit is suspended, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is suspended and inform them of the opportunity for a hearing before the City Manager. If the permit holder requests a hearing, they shall file their written request for a hearing with the city clerk within ten (10) days following service of such notice of suspension. If a request for hearing is filed, a hearing shall be scheduled within ten (10) days of the city's receipt of such request. If no request for hearing is filed within the ten (10) day period, the suspension of the permit is sustained. The city's health official/code compliance officer may end the suspension at any time if reasons for suspension no longer exist.

Sec. 10-15. Revocation.

The city may revoke a permit for serious or repeated violation(s) of any of the requirements of this chapter or for interference with the health official/code compliance officer in the performance of his/her duties. Prior to revocation, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is subject to revocation and inform them of the opportunity for a hearing before the City Manager. If the permit holder requests a hearing, they shall file their written request for a hearing with the city clerk within ten (10) days following service of such notice of revocation. If a request for hearing is filed, a hearing shall be scheduled within thirty (30) days of the city's receipt of such request. If no request for hearing is filed within the ten (10) day period, the revocation of the permit becomes final.

Sec. 10-16. Service of notice.

A notice provided for in this article is properly served when it is delivered to the permit holder or the person in charge of the establishment or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder or when it is delivered by the city in person to the last known address of the permit holder.

Sec. 10-17. Hearings.

The hearings provided for in this article shall be conducted by the City Manager. Based upon the recorded evidence of such hearing, the City Manager shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the city clerk.

Sec. 10-18. Appeals.

Any person aggrieved by a decision of the City Manager made under this article may appeal such decision to the city council by filing written notice of such appeal with the city clerk within

ten (10) days of the date of the City Manager's written report/decision. The city council shall conduct a hearing de novo and its decision shall be final and binding.

Sec. 10-19. Application for a new permit after revocation.

The permit holder that has been revoked must wait 180 days after the final date of the revocation decision before making written application for a new permit.

ARTICLE III. INSPECTIONS

Sec. 10-20. Frequency.

Inspections shall be performed as often as necessary to enforce this chapter.

Sec. 10-21. Access.

The authorized agent of the regulatory authority, after proper identification, shall be permitted to enter any food establishment, mobile food unit or establishment for which a permit has been issued at any reasonable time for the purpose of making inspections to determine compliance with this chapter. The employees/agents shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received or used or to persons employed by the establishment.

Sec. 10-22. Reports.

~~Whenever an inspection of a food establishment, mobile food unit or other establishment is made, the findings shall be recorded on the inspection report form. The inspection report form shall reference, by section number, the section violated and shall state the correction to be made. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The complete inspection report shall be prominently displayed in the establishment.~~

When an inspection of a food establishment is conducted, the findings shall be recorded on an inspection report form, and a copy of each inspection report form with number score and corresponding letter grade shall be provided to the food service manager or other person in charge (PIC) of the establishment. Upon conclusion of the inspection, the City's Health Officer shall post the retail food establishment inspection report card on the main public entrance of the establishment showing the number score and corresponding letter grade. The inspection report card shall not be defaced or removed by any person except the City's Health Officer. Any person, firm, or corporation who removes the inspection report card will be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines as provided by this Code.

Sec. 10-23. Correction of violations.

The inspection form shall specify a reasonable period of time to correct the violations and such violations must be corrected within the specified period; provided, however that (i) if an

imminent health hazard exists the establishment, including a mobile food unit, shall immediately cease food service operations and operations shall not be resumed until authorized by the city;; and (ii) all violations at temporary food establishments shall result in cessation of temporary food service operations. The establishment or mobile food unit shall not resume operations until such time as a reinspection determines that the condition(s) responsible for the requirement to cease operations no longer exists. The city shall offer to reinspect the establishment within a reasonable time.

Secs. 10-24 - 10-29. Reserved.

ARTICLE IV. CONSTRUCTION, REMODELING AND CONVERSION

Sec. 10-30. Plans.

Two (2) sets of properly prepared plans and specifications for each construction, remodeling or alteration of a food establishment shall be submitted to the Code Compliance Department prior to any on-site construction. The plans must be drawn to scale no smaller than one-eighth (1/8) inch and shall consist of a plot plan, floor plan, foundation plan, structural plan, plumbing plan, elevation plan, wall section, engineer's scale and survey (if required by applicable law), mechanical and electrical details, and health equipment detail with elevations.

Sec. 10-31. Other code requirements.

A building permit shall be required for construction, alteration, remodeling or conversion of a food establishment in accordance with the International Building Code adopted by the city. Any construction, alteration, remodeling, or conversion of a food establishment shall comply with all applicable federal and state laws and codes and regulations of the city. To the extent of a conflict between or among the provisions of this chapter and other codes or ordinances of the city, the more restrictive provision shall control.

Sec. 10-32. Ownership of food establishment.

(a) Often, when an existing food establishment is purchased, the purchase does not include the property or the structure, but includes the rental or lease of space and equipment. The city requires that the person who operates a food establishment obtain a valid food dealer's permit. The person who applies for the food dealer's permit is considered, legally, to be the owner.

(b) The person who is registered on the food dealer's permit is the responsible party for the property, premises, structure and complete operating services. The operator of the food establishment is the ultimate responsible party, and the conditions under which the food establishment was leased or rented does not release the operator from the requirements of this article.

(c) A new owner may continue to operate a food establishment without interruption from the city when the establishment is in complete compliance with this chapter. Total compliance is the basis for issuing the food dealer's permit, which must be obtained prior to opening the

establishment for business. An inspection of the premises and operations can demonstrate the extent to which the food establishment is in compliance. Upon normal conditions, depending on the condition of the food establishment, many violations can be corrected within such a short period of time that an interruption of food services is unnecessary and not required.

(d) Depending on the wear and tear (depreciation) on the establishment, the building and equipment may already be close to compliance, and it is the responsibility of the new owner to schedule an inspection from the city to determine what is required to meet current codes.

Sec. 10-33 -10 - 34 Reserved.

ARTICLE V. - MOBILE FOOD UNITS

Sec. 10-35. In General.

In addition to other requirements set forth in this chapter and applicable state law, a mobile food unit shall be subject to and shall comply with the provisions set forth in this article. The city's health official and/or code compliance officer, may impose additional requirements to protect against health hazards related to the conduct of the food service establishment as a mobile operation and may prohibit the sale of some or all potentially hazardous foods.

Sec. 10-36. Mobile food unit regulations.

The following additional regulations shall apply to mobile food **units**:

(1) *Plan submission.* Plans must be submitted to the Code Compliance Department at the time of permit application prior to operation of a mobile food unit. Plans shall show the signage, layout, arrangement of equipment, and construction material of the inside of the mobile food unit including food preparation, storage and service window areas.

(2) *Fixed location.* A mobile food unit operating from a fixed location shall obtain written permission from the property owner to operate on the property owner's premise. A copy of such letter must be provided to the city with the permit application. The operator of a fixed location mobile food unit shall notify the code compliance department each time the mobile food unit changes location of operation no later than twenty-four (24) hours after the change has taken place and provide written permission to operate at such location. A mobile food unit operating from a fixed location cannot set up within twenty-five (25) feet of the roadway or the public easement.

(3) *Identification of mobile food units.* Every mobile food unit must be readily identifiable by the business name which must be printed, permanently affixed and prominently displayed upon at least two (2) sides of such units in letters not less than three (3) inches in height.

Additionally, the following identification requirements are for mobile food units used for the purpose of selling or dispensing frozen desserts, prepackaged food and beverages from a moving truck:

(a) A sign clearly visible from both the front and the rear, mounted on the top of the truck, must bear the warning sign "CAUTION - CHILDREN". The lettering for such sign shall be in block style letters and not less than six (6) inches in height and one-half inch wide, and letters shall be black against a yellow background.

(b) Flasher-type warning lights displaying yellow to the front and red to the rear and which operate continuously while the truck is stopped for the purpose of making a sale shall be installed at each end of the "CAUTION - CHILDREN" sign.

(4) *Sanitation requirements.* The following additional sanitation requirements shall apply:

(a) Any accident involving a mobile food unit shall be reported in writing, to the Code Compliance Department within twenty-four (24) hours from the time the accident occurred, and before operation of mobile food unit resumes if such accident results in damage to the water system, waste retention tank, food service equipment, or any facility which may result in the contamination of the food being carried. Such report shall be made by the holder of the mobile food unit permit.

(b) In the event that the permit issued under this chapter to any food establishment that has agreed to be a central preparation facility for a mobile food unit has been revoked, suspended, or without timely renewal, the permit for the same mobile food unit shall be automatically suspended until and unless the permit for the food establishment is restored to valid status.

Section 3. Savings Clause. That except as amended herein all other provisions of Chapter 10 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or 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 5. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances. Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 6. Publication. The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas and Chapter 52 of the Texas Local Government Code.

Section 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 8. Open Meetings. 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 first and final reading on the ____ day of _____, 201~~9~~⁶.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 19-O, granting consent to the addition of approximately 18.65 acres of land to Brazoria County Municipal Utility District No. 73; making findings of fact; providing a severability clause; and providing an effective date.

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

Summary: On January 18, 2018, the City consented to the creation of Brazoria County Municipal Utility District No. 73 (the "District") by Ordinance No. 18-E. The District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018 and operates pursuant to Chapters 49 and 54 of the Texas Water Code.

On May 16, 2019, the City of Alvin, Texas received a Petition for Consent to Include Additional Land from the District and M/I Homes of Houston, LLC, to include approximately 18.65 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district. Staff recommends approval.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/29/2019 SLH

Supporting documents attached:

- Ordinance 19-O
- Exhibit A – Petition for Consent to Include Additional Land, Property Description and Map

Recommendation: Move to approve Ordinance 19-P granting consent to the addition of approximately 55.90 acres of land to the Brazoria County Municipal Utility District No. 73; making findings of fact; providing a severability clause; and providing an effective date.

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. 19-O

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 18.65 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 73 (the “District”) by Ordinance No. 18-E, passed and adopted by City Council on January 18, 2018; and

WHEREAS, the District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District and M/I Homes of Houston, LLC, a Texas limited liability company and the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 18.65 acres of land more fully described in the petition and the exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within the corporate limits of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 19-O as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 18.65 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 18-E consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City's written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 6th day of June 2019.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

M/I HOMES OF HOUSTON, LLC, being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Landowner"), and Brazoria County Municipal Utility District No. 73 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated August 6, 2018. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 18.65 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the corporate limits of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

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

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
- (4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;
- (5) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and
- (6) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

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

- (1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.
- (2) The present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.
- (3) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are

necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

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

VI.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$ -0-.

{Signature Pages Follow}

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

Dated this the 9 day of May, 2019.

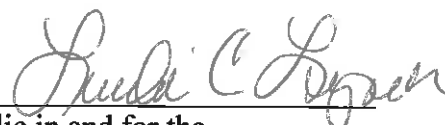
M/I HOMES OF HOUSTON, LLC,
a Delaware limited liability company

By: 
Brannon Boozer
Vice President of Land

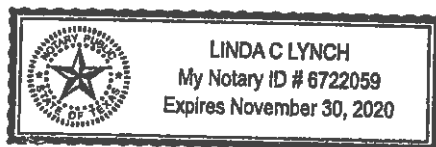
Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

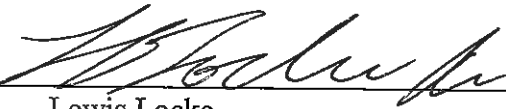
This instrument was acknowledged before me on this 9th day of May, 2019, by Brannon Boozer, Vice President of Land of M/I Homes of Houston, LLC., a Delaware limited liability company.


Notary Public in and for the
State of TEXAS

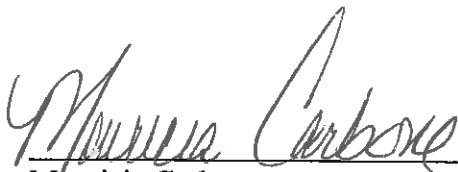
(SEAL)



BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 73

By: 
Lewis Locke
President, Board of Directors

ATTEST:

By: 
Mouricia Carbone
Secretary, Board of Directors

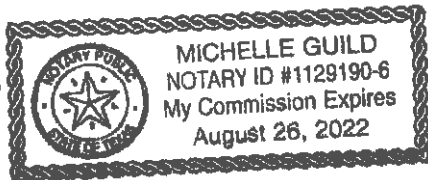
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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of may, 2019, by Lewis Locke, the President of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73, on behalf of said district.


Notary Public in and for the
State of Texas

(SEAL) 

520192.2

County: Brazoria
Project: Mustang Crossing- Brazoria County M.U.D. 73 Annexation 1, Tract 3
C.I. No.: 1079-19
Job Number: 2017-250-114

METES AND BOUNDS FOR 18.65 ACRES

Being an 18.65 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 18.65 acre tract being all of Reserve "A", Reserve "B", Reserve "F", and Reserve "G", of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the Official Public Records of Brazoria County (O.P.R.B.C.); and being all of Reserve "B" of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.; said 18.65 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the northwest line of a call 55.14 acre tract (Tract 1) conveyed to MI Home of Houston, L.L.C. and recorded in Clerk's File No. 2017064035 of the O.P.R.B.C. and the Texas Coordinate System, South Central Zone, NAD 1983):

Tract 3- 18.65 acres

Beginning at a 5/8-inch iron rod found at the west corner of said Reserve "A", the north corner of said call 55.14 acre tract, and being on the southeasterly line of the remainder of a call 28.5 acre tract of land recorded in Volume 597, Pg. 541 of the Deed Records of Brazoria County (D.R.B.C.) from which a 5/8-inch iron rod bears North 15 degrees 37 minutes West 0.60 Feet;

1. Thence, with the northwest line of said Reserve "A" common with the southeast line of said call remainder of a call 28.5 acre tract, North 59 degrees 38 minutes 57 seconds East, a distance of 630.50 feet (call North 59 degrees 36 minutes 56 Seconds East 630.00 feet) to a 2-inch iron pipe found at the north corner of said Reserve "A", the east corner of said remainder of a call 28.5 acre tract, the south corner of a call 4.773 acre tract of land conveyed to Joseph Scott in Clerk's File No. 2015044332 of the O.P.R.B.C., and the east corner of a tract of land conveyed to La Tahoe Unlimited, L.P. and recorded in Clerk's File No. 201608896 of the O.P.R.B.C.;
2. Thence, with the northeasterly line of said Reserve "A" common with the tract conveyed to La Tahoe Unlimited, L.P., South 30 degrees 21 minutes 24 seconds East, a distance of 831.99 feet (call 832.05 feet) to a 1/2-inch iron rod found at an exterior corner of said Reserve "A" and the most northerly northeast corner of a call 2.88 acre tract of land conveyed to Kontiki Energy Resources in Clerk's File No. 20140452063 of the O.P.R.B.C.;

3. Thence, with a southerly line of said Reserve "A" common with the north line of said call 2.88 acre tract, North 86 degrees 44 minutes 14 seconds West, a distance of 235.92 feet (call 236.00 feet) to an exterior corner of aforesaid Reserve "B" of Mustang Crossing Section One and Two from which a 1/2-inch iron rod with cap found bears South 03 degrees 38 minutes West, a distance of 0.55 feet;

Thence, with the east and north line of said Reserve "B" of Mustang Crossing Sections One and Two common with the west and south lines of said call 2.88 acre tract, the following two (2) courses:

4. South 03 degrees 37 minutes 42 seconds West, a distance of 390.87 feet (call 391.04 feet) to a 1/2-inch iron rod with cap found;
5. South 86 degrees 52 minutes 52 seconds East, at a distance of 304.15 passing a 1/2-inch iron rod found at the northwest corner of aforesaid Reserve "G" and continuing for a total distance of 341.59 feet to an exterior corner of said Reserve "G", the southeast corner of aforesaid call 2.88 acre tract and being on the west Right-of-Way line of Johnson Street (width undetermined);
6. Thence, with the southeast line of aforesaid Reserve "G", South 03 degrees 37 minutes 42 seconds West, a distance of 401.67 feet (call 401.26 feet) to the southeast corner of said Reserve "G" and the east corner of a call 14.35 acre tract of land (Tract Two) conveyed to MI Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;
7. Thence, with the southwest line of said Reserve "G" and aforesaid Reserve "A" common with the northeast line of said 14.35 acre tract, North 86 degrees 53 minutes 59 seconds West, a distance of 67.93 feet to a 5/8-inch iron rod with cap found at the north corner of said call 14.35 acre tract and east corner of Block 2, Section One of aforesaid Mustang Crossing Sections One and Two;
8. Thence, with the south line of said Reserve "A" common with the north line of said Block 2, Section One, North 86 degrees 53 minutes 59 seconds West, a distance of 126.23 feet (call 126.37 feet);
9. Thence, with the south line of said Reserve "A", the north line of said Block Two, Section One, and the southeast line of aforesaid Reserve "F" of Mustang Crossing Sections One and Two, South 59 degrees 45 minutes 48 seconds West, a distance of 259.67 feet;
10. Thence, with the north line of said Block Two Section One common with the southeast line of said Reserve "F", North 30 degrees 14 minutes 12 seconds West, a distance of 0.40 feet;

11. Thence, with said common line, South 59 degrees 45 minutes 48 seconds West, a distance of 65.00 feet to the south corner of said Reserve "F", the west corner of said Block 2, Section One, and being on the northeasterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.;
12. Thence, with the southwest line of said Reserve "F" common with the northeast Right-of-Way line of said Saddlecreek, 30.17 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 05 minutes 50 seconds, a radius of 190.00 feet and a chord that bears North 34 degrees 30 minutes 00 seconds West, a distance of 30.14 feet to the west corner of said Reserve "F" and south corner of Lot 1, Block 2 of Section Two of aforesaid Mustang Crossing Sections One and Two;
13. Thence, with the northwest line of said Reserve "F" common with the southeast line of said Lot 1, Block 2, North 59 degrees 43 minutes 27 seconds East, a distance of 115.80 feet (call 115.88 feet) to the north corner of said Reserve "F", the east corner of said Lot 1, Block 2 and being on the west line of aforesaid Reserve "A";
14. Thence, with the west line of said Reserve "A" common with the east line of said Block 2, 104.48 feet along the arc of a curve to the left, said curve having a central angle of 19 degrees 37 minutes 38 seconds, a radius of 305.00 feet and a chord that bears North 45 degrees 37 minutes 07 seconds West, a distance of 103.97 feet;
15. Thence, continuing with said common line, North 55 degrees 25 minutes 56 seconds West, a distance of 117.94 feet;
16. Thence, continuing with said common line and the east line of Block 2 of aforesaid Mustang Crossing Section Four, 162.72 feet along the arc of a curve to the right, said curve having a central angle of 31 degrees 04 minutes 40 seconds, a radius of 300.00 feet and a chord that bears North 39 degrees 53 minutes 36 seconds West, a distance of 160.74 feet to the southeast corner of aforesaid Reserve "B" of Mustang Crossing Section Four and northeast corner of Lot 2, Block Three of said Mustang Crossing Section Four;
17. Thence, with the south line of said Reserve "B" of Mustang Crossing Section Four common with the north line of said Lot 2, Block 3, South 59 degrees 45 minutes 53 seconds West, a distance of 115.52 feet (call 115.44 feet) to the southwest corner of said Reserve "B" of Mustang Crossing Section Four, the northwest corner of said Lot 2, Block 3, and being on the east Right-of-Way line of aforesaid Saddlecreek (50 feet wide) recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;

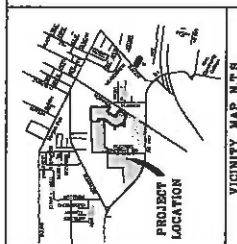
18. Thence, with the west line of said Reserve "B" of Mustang Crossing Section Four, common with the east Right-of-Way line of said Saddlecreek, 30.16 feet along the arc of a curve to the right, said curve having a central angle of 04 degrees 09 minutes 50 seconds, a radius of 415.00 feet and a chord that bears North 23 degrees 50 minutes 10 seconds West, a distance of 30.15 feet to the northwest corner of said Reserve "B" of Mustang Crossing Section Four and southwest corner of Lot 3, Block 3 of Mustang Crossing Section Four;
19. Thence, with the north line of said Reserve "B" of Mustang Crossing Section Four common with the south line of said Lot 3, Block 3, North 59 degrees 45 minutes 03 seconds East, a distance of 116.79 feet (call 116.74 feet) to the northeast corner of said Reserve "B" of Mustang Crossing Section Four, the southeast corner of said Lot 3 Block 3, and being on the west line of aforesaid Reserve "A";

Thence, with the west line of said Reserve "A", the east line of said Mustang Crossing Section Four, and the east line of aforesaid 55.14 acre tract, the following six (6) courses:

20. 129.73 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 46 minutes 39 seconds, a radius of 300.00 feet and a chord that bears North 06 degrees 10 minutes 01 seconds West, a distance of 128.73 feet;
21. North 06 degrees 13 minutes 18 seconds East, a distance of 245.53 feet;
22. 361.43 feet along the arc of a curve to the left, said curve having a central angle of 36 degrees 27 minutes 29 seconds, a radius of 568.00 feet and a chord that bears North 12 degrees 00 minutes 27 seconds West, a distance of 355.36 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
23. North 30 degrees 14 minutes 12 seconds West, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
24. South 59 degrees 45 minutes 48 seconds West, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
25. North 30 degrees 14 minutes 12 seconds West, a distance of 310.66 feet (call 311.16 feet) to the **Point of Beginning** and containing 18.65 acres of land in Tract 3.

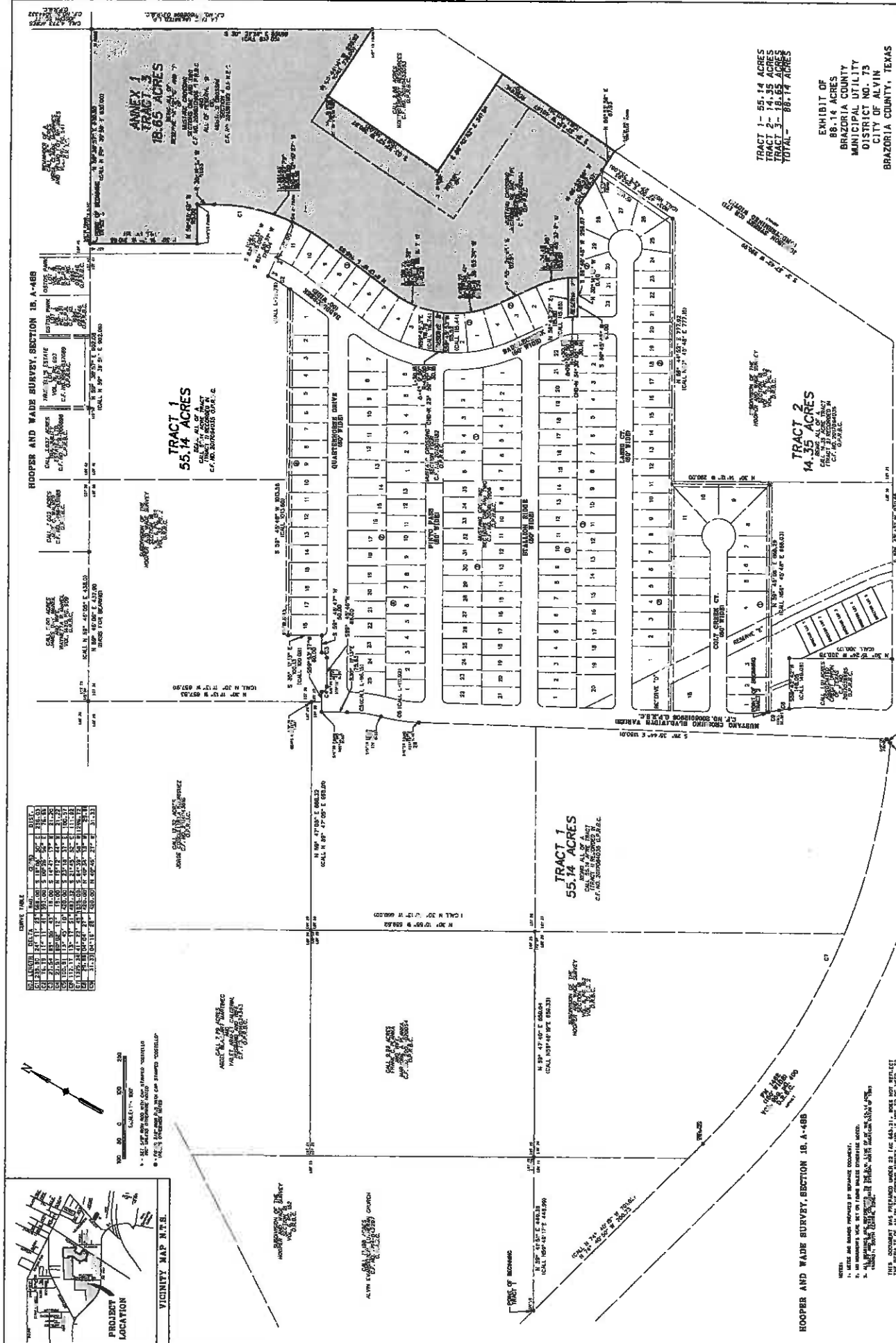


4-10-19



DEED TABLE

DEED	DATE	ACRES	OWNER
1	11-11-11	1.00	JOHN P. MICHAEL
2	11-11-11	1.00	JOHN P. MICHAEL
3	11-11-11	1.00	JOHN P. MICHAEL
4	11-11-11	1.00	JOHN P. MICHAEL
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6	11-11-11	1.00	JOHN P. MICHAEL
7	11-11-11	1.00	JOHN P. MICHAEL
8	11-11-11	1.00	JOHN P. MICHAEL
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13	11-11-11	1.00	JOHN P. MICHAEL
14	11-11-11	1.00	JOHN P. MICHAEL
15	11-11-11	1.00	JOHN P. MICHAEL
16	11-11-11	1.00	JOHN P. MICHAEL
17	11-11-11	1.00	JOHN P. MICHAEL
18	11-11-11	1.00	JOHN P. MICHAEL
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98	11-11-11	1.00	JOHN P. MICHAEL
99	11-11-11	1.00	JOHN P. MICHAEL
100	11-11-11	1.00	JOHN P. MICHAEL



Costello

EXHIBIT OF
 88.14 ACRES
 BRADSHAW COUNTY
 MUNICIPAL UTILITY
 DISTRICT NO. 33
 CITY OF ALVIN
 BRAZORIA COUNTY, TEXAS

Surveyed and Certified
 2017
 Surveyed and Certified
 2017
 Surveyed and Certified
 2017

NOTES:

1. LOTS AND BLOCKS PREPARED BY SEPARATE DOCUMENT.
2. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
3. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS.
4. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS.
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10. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS.

Alvin P. Michael 4-10-19
 Surveyor



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 19-P, granting consent to the addition of approximately 55.90 acres of land to Brazoria County Municipal Utility District No. 73; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.

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

Summary: On January 18, 2018, the City consented to the creation of Brazoria County Municipal Utility District No. 73 (the "District") by Ordinance No. 18-E. The District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018 and operates pursuant to Chapters 49 and 54 of the Texas Water Code.

On May 16, 2019, the City of Alvin, Texas received a Petition for Consent to Include Additional Land from the District and Stanton Realty Corp., to include approximately 55.90 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district. The District has agreed to additional Consent Conditions.

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:** 5/29/2019 SLH

Supporting documents attached:

- Ordinance 19-P
- Exhibit A – Petition for Consent to Include Additional Land, and Property Description
- Exhibit B – Consent Conditions

Recommendation: Move to approve Ordinance 19-P granting consent to the addition of approximately 55.90 acres of land to the Brazoria County Municipal Utility District No. 73; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.

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. 19-P

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 55.90 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73; APPROVING ADDITIONAL CONSENT CONDITIONS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 73 (the “District”) by Ordinance No. 18-E, passed and adopted by City Council on January 18, 2018; and

WHEREAS, the District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District and Stanton Realty Corp., a Texas corporation and the owner of the land herein requested to be added to the District, have petitioned the City to consent to addition of approximately 55.90 acres of land more fully described in the petition and the exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within the corporate limits of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 19-P as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 55.09 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. The Petition is hereby granted, subject to the terms and conditional set forth in the additional Consent Conditions set forth in Exhibit B,

attached hereto. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 18-E consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City's written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 6th day of June 2019.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit 1

Stanton Realty Petition
for Consent

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

STANTON REALTY CORP., being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Landowner"), and Brazoria County Municipal Utility District No. 73 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated August 6, 2018. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 55.90 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the corporate limits of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

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

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
- (4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;
- (5) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and
- (6) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

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

- (1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.
- (2) The present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.
- (3) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are

necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

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

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the annexation of the land to the District is given, the Petitioner will adopt and abide by the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$3,300,000.

{Signature Pages Follow}

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

Dated this the 10 day of May, 2019.

STANTON REALTY CORP.

By: [Signature]
Name: Paul S. Stanton
Title: Corp Secretary

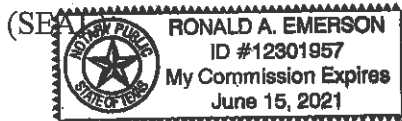
Petitioner

Attest: [Signature]
By: Neal T. Stanton
Name: Neal T. Stanton
Title: Director

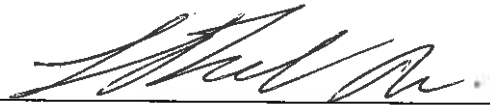
THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on this 10th day of May, 2019, by Paul S. Stanton, Corporate Secretary of Stanton Realty Corp., a Texas corporation.

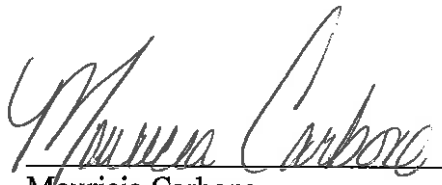
[Signature]
Notary Public in and for the
State of TEXAS



BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 73

By: 
Lewis Locke
President, Board of Directors

ATTEST:

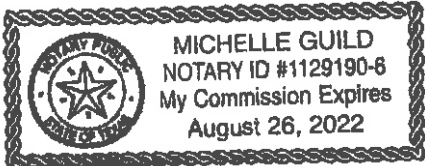
By: 
Mouricia Carbone
Secretary, Board of Directors

(SEAL)



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of May, 2019, by Lewis Locke, the President of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73, on behalf of said district.

(SEAL)  
Notary Public in and for the
State of Texas

518788.2

County: Brazoria
Project: Alvin – Stanton Tract
C.I. No.: 1064-19 (Boundary Map Prepared)
Job Number: 2018-153-008

METES AND BOUNDS DESCRIPTION
55.90 ACRES

Being a 55.90 acre tract of land located in the Hooper and Wade Survey, Section 21, Abstract No. 421 in Brazoria County, Texas; said 55.90 acre tract being a part of a called 40 acre tract of land (First Tract), all of a called 12.5 acre tract of land (Second Tract), all of a called approximate 1-3/4 acre tract of land (Third Tract), and a part of a called 5.5 acre tract of land (Fourth Tract), all of which are recorded in the name of Stanton Realty Corporation in Volume 1018, Page 367 of the Deed Records of Brazoria County (D.R.B.C.); said 55.90 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 1/2-inch iron rod found at the southeast corner of said First Tract and the southwest corner of a called 1.6473 acre tract of land recorded in the name of G & A Alexander Properties, L.L.C. in Clerk's File (C.F.) No. 2016027381 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being on the northerly line of a called 11.354 acre tract of land recorded in the name of Highway 35 DJM, L.L.C. in C.F. No. 2014007533 of the O.P.R.B.C.;

1. Thence, with said southerly line of First Tract and said northerly line of the 11.354 acre tract, the northerly line of a called 0.5148 acre tract recorded in the name of Victor Martinez, et al, in C.F. No. 2011017267 of the O.P.R.B.C., the northerly line of a called 0.7813 acre tract of land recorded in the name of James E. McKaughan and wife, Virginia Elfriede Brunbauer McKaughan in C.F. No. 2007069423 of the O.P.R.B.C., and the northerly line of a called 1.77 acre tract of land recorded in the name of Donna and Jeff B. Hartley in C.F. No. 98040083 of the O.P.R.B.C., South 86 degrees 34 minutes 22 seconds West, a distance of 1,486.18 feet to a 5/8-inch iron rod found at the northwest corner of said 1.77 acre tract and the northeast corner of a called 1.31 acre tract of land recorded in the name of Hermania Gonzales in C.F. No. 2016060184 of the O.P.R.B.C.;
2. Thence, continuing with said southerly line of First Tract, the southerly line of aforesaid Second Tract, the northerly line of said 1.31 acre tract, the northerly line of a called 2.69 acre tract recorded in the name of Houston TKCCP Holdings, L.L.C. in C.F. No. 2007000767 of the O.P.R.B.C., and the northerly line of a called 8.654 acre tract of land recorded in the name of Mauro S. Gutierrez and wife, Isabell Gutierrez in Volume 1361, Page 718 of the D.R.B.C., South 86 degrees 26 minutes 27 seconds West, a distance of 583.45 feet to a 1-inch pinched top iron pipe found at the southwest corner of said Second Tract and the southeast corner of a called 6 acre tract of land recorded in the name of Mauro S. Gutierrez and wife, Isabel Gutierrez in Volume 993, Page 534 of the D.R.B.C.;

3. Thence, with the westerly line of said Second Tract and the easterly line of said 6 acre tract, North 03 degrees 11 minutes 55 seconds West, a distance of 217.80 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northeast corner of said 6 acre tract and the southeast corner of aforesaid Third Tract;
4. Thence, with the northerly line of said 6 acre tract, the southerly line of said Third Tract, the southerly line of aforesaid Fourth Tract, and the southerly line of Lot 5 of Weidenbach Subdivision as recorded in Volume 5, Page 97 of the Plat Records of Brazoria County (P.R.B.C.), South 86 degrees 48 minutes 14 seconds West, a distance of 721.34 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at an exterior corner of said 6 acre tract, an exterior corner of said Fourth Tract, and the most easterly corner of a called 1 acre tract of land recorded in the name of Jose Guadalupe Valencia in C.F. No. 2016055058 of the O.P.R.B.C.;
5. Thence, with the southwesterly line of said Fourth Tract, the southwesterly line of said Lot 5, and the northeasterly line of said 1 acre tract, North 61 degrees 01 minutes 52 seconds West, a distance of 396.18 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the southeasterly right-of-way line of FM 528 (Friendswood Road, width varies) as recorded in Volume 552, Page 5 of the D.R.B.C., from which a found 5/8-inch iron rod bears North 61 degrees 01 minutes 52 seconds West, a distance of 9.42 feet;
6. Thence, with said southeasterly right-of-way line of FM 528, North 29 degrees 10 minutes 31 seconds East, a distance of 143.69 feet to a 3/4-inch iron pipe found on the northerly line of said Fourth Tract and being the southwesterly corner of a called 2.96 acre tract of land recorded in the name of Ceasar Garcia and Isidra Delacruz Garcia in C.F. No. 2008022502 of the O.P.R.B.C.;
7. Thence, with said northerly line of Fourth Tract and the southerly line of said 2.96 acre tract, South 86 degrees 12 minutes 31 seconds East, a distance of 803.55 feet to a 1/2-inch iron rod with cap found at the southeast corner of said 2.96 acre tract, and being on the southeasterly line of said Lot 5 and the northwesterly line of aforesaid Third Tract;
8. Thence, with said northwesterly line of Third Tract, the northwesterly line of aforesaid Second Tract, the southeasterly line of aforesaid Weidenbach Subdivision, the southeasterly line of said 2.96 acre tract, the southeasterly line of a called 4.33 acre tract of land recorded in the name of Patsy Frase in C.F. No. 93-021132 of the O.P.R.B.C., and the southeasterly line of a tract of land recorded in the name of Giulio Catallo in C.F. No. 1985038680 of the O.P.R.B.C., North 29 degrees 09 minutes 27 seconds East, at a distance of 237.55 feet pass a 1/2-inch iron pipe found at the northeast corner of said 2.96 acre tract and the southeast corner of said 4.33 acre tract, at a distance of 760.56 feet pass a found 1/2-inch iron pipe and continuing a total distance of 804.64 feet to a P/K Nail set at the most northerly northwest corner of said Second Tract and being in the right-of-way of Wheeler Road (width varies);

9. Thence, with the northerly line of said Second Tract, the northerly line of aforesaid First Tract, and with said Wheeler Road, North 86 degrees 34 minutes 22 seconds East, a distance of 1,408.53 feet to a P/K Nail set on the southwesterly right-of-way line of SH 35 Bypass (300-feet wide) recorded in Volume 781, Page 518 of the D.R.B.C.;
10. Thence, with said southwesterly right-of-way line of SH 35 Bypass, South 35 degrees 29 minutes 21 seconds East, a distance of 768.89 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the easterly line of aforesaid First Tract and being the most northerly corner of aforesaid 1.6473 acre tract, from which a found 1-inch iron pipe bears South 62 degrees 45 minutes 49 seconds East, a distance of 4.22 feet;
11. Thence, with said easterly line of First Tract and the westerly line of said 1.6473 acre tract, South 03 degrees 25 minutes 38 seconds East, a distance of 478.08 feet to the **Point of Beginning** and containing 55.90 acres of land.

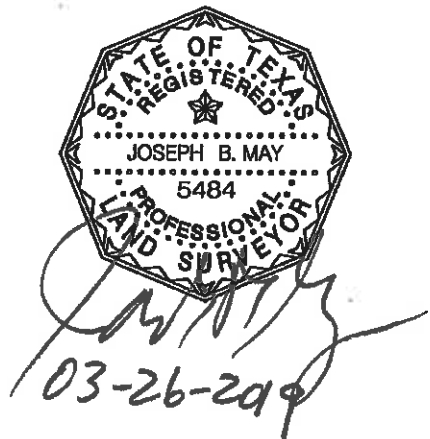


EXHIBIT B

In additions to any requirements as may be set forth in that certain Utility Services Contract dated effective September 21, 2017, by and between The City of Alvin, Texas and Brazoria County Municipal Utility District No. 73, the City's consent to the addition of the 55.90 acres described in Exhibit A to the petition to which this Exhibit at attached is subject to the Petitioner's compliance with the following conditions:

- (a) The developer will be responsible for funding a utility capacity study and constructing water and wastewater facilities adequate to serve the tract including offsite extensions. At the City's discretion, the City may require oversizing of facilities in compliance with the City's master water and wastewater plans. In such cases, the developer will construct the oversized facilities with the City's portion funded by one or more of the following methods:
 - 1. Reimbursement to the developer from the impact fee fund (or other available City funds) at the time of completion of the improvements.
 - 2. Reimbursement to the developer over an agreed upon time using a Chapter 380 agreement with funds derived from the new property and/or sales tax generated from the property.
 - 3. Reimbursement to the developer over a period of time funded by pro rata assessments levied on other properties benefitting from the oversized facilities with assessments collected and paid to developer at the time of development of those properties.
- (b) The developer will be responsible for constructing roadway facilities adequate to serve the tract including offsite extensions as determined by a traffic impact analysis (TIA). Where the Thoroughfare Plan requires a roadway wider than that indicated by the TIA, at a minimum, the developer will preserve and dedicate the planned right-of-way width. At the City's discretion, the City may choose to participate in expanding the roadway facility to its ultimate configuration. In such cases, the developer will construct the expanded facilities with the City's portion to be funded by one or more of the following methods:
 - 1. Reimbursement to the developer from lawfully available funds at the time of completion of the improvements.
 - 2. Reimbursement to the developer over an agreed upon time using a Chapter 380 agreement with funds derived from the new property and/or sales tax generated from the property.
 - 3. Reimbursement to the developer over a period of time funded by pro rata assessments levied on other properties benefitting from the expanded facilities with assessments collected and paid to developer at the time of development of those properties.

(c) Where the City's Parks Plan indicates the need for a neighborhood park, linear park, or city park (community or regional park) on or near the tract being developed, provision for the park needs to be made when subdividing the property. The development must comply with the Park Dedication requirements of the subdivision code and, if applicable, the PUD park requirements.

1. Neighborhood Parks and Linear Parks: The location and size should be mutually agreeable between the developer and the City for logical placement within the plan of development for the property and maintained by a homeowners association.
2. City Parks: The developer should be compensated for land area required for a city park in excess of the land area required under the Subdivision Ordinance. Compensation may be made by one of the following methods:
 - A. Reimbursement to the developer from lawfully available funds at the time of platting.
 - B. Reimbursement to the developer over an agreed upon time using a Chapter 380 agreement with funds derived from the new property and/or sales tax generated from the property.



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: Public Services

Contact: Brian Smith

Agenda Item: Consider a five (5) year lease of six (6) vehicles with Enterprise Fleet Management, not to exceed \$54,202 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

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

Summary: On January 7, 2016, the City utilized TIPS/TAPS (an interlocal purchasing system used by government entities) to execute an agreement with Enterprise Fleet Management for the (phase in) replacement of the City's (non-emergency) fleet with leased vehicles. The lease program allows the Central Shop to focus on the maintenance of emergency vehicles and heavy equipment, instead of non-emergency vehicles, and saves in costs as well. To date, twenty-six (26) City vehicles are currently being leased through this program.

Staff is recommending that the City Council approve and authorize the lease of six (6) new vehicles for an annual lease payment of \$54,202 over five (5) years. Total lease expenditures at the end of the five-year lease agreement will be \$217,591. The lease option allows us to spread the cost of six (6) vehicles over five fiscal years rather than all at once. The traditional method of replacing six (6) vehicles would result in a total cost of \$342,725 (\$205,891 one-time purchase, \$90,000 maintenance reserves over 5 years, and \$46,835 to equip the vehicles). Four (4) of the six (6) vehicles scheduled for replacement in FY19 were approved in the FY19 budget. Two (2) vehicles were involved in accidents and deemed totaled by TML, the City's insurance provider. The City was compensated through TML for the two (2) totaled vehicles and received funds for their replacement. The unit numbers of the vehicles being replaced are: unit #s 720, 770, 731, 717, 834, and 854. Through the Enterprise lease program all vehicles are maintained using local businesses and staff recommends continuing the lease program.

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:** 6/3/2019 SLH _____

Supporting documents attached:

- Open-End (Equity) Lease Rate Quote
 - Click [HERE](#) to view Master Lease Agreement
-

Recommendation: Move to approve a five (5) year lease of six (6) vehicles with Enterprise Fleet Management, not to exceed \$54,202 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

Prepared For: City of Alvin, Texas
Roland, JunruDate 05/24/2019
AE/AM WJD/MOH

Unit

Year 2019 Make Ford Model Transit-350

Series Base w/Sliding Pass-Side Cargo Door & 10,360 lb. GVWR High

Vehicle Order Type Ordered Term 60 State TX Customer# 536097

\$ 55,007.00	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges State TX
\$ 0.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 200.00	* Other: Courtesy Delivery Fee
\$ 7,995.50	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	* Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 47,011.50 Total Capitalized Amount (Delivered Price)

\$ 587.64 Depreciation Reserve @ 1.2500%

\$ 206.07 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 793.71 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0

OverMileage Charge \$ 0.0600 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 2

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 793.71 Total Monthly Rental Including Additional Services

\$ 11,753.10 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Siddons Martin Quote 2404471	C	\$ 15,991.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,991.00
Aftermarket Equipment Total		\$ 15,991.00

**VEHICLE INFORMATION:**

2019 Ford Transit-350 Base w/Sliding Pass-Side Cargo Door & 10,360 lb. GVWR High Roof HD Ext. Cargo Van 147.6 in. WB DRW - US
Series ID: S4X

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,477.00	\$ 41,555.00
Total Options	\$ 5,245.00	\$ 5,760.00
Destination Charge	\$ 1,495.00	\$ 1,495.00
Total Price	\$ 46,217.00	\$ 48,810.00

SELECTED COLOR:

Exterior: G1 - (0 P) Shadow Black
Interior: VK - (0 I) Pewter w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Order Code 101A	NC	NC
148WB	148" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
21G	Pewter Vinyl Dual Bucket Seats	Included	Included
425	50-State Emissions System	NC	NC
43R	Reverse Sensing System	\$ 269.00	\$ 295.00
446	Transmission: 6-Speed Automatic w/OD & SelectShift	Included	Included
53B	Heavy-Duty Trailer Tow Package	\$ 442.00	\$ 485.00
53K	Modified Vehicle Wiring System	Included	Included
544	Long-Arm Heated Power Mirrors w/Turn Signals	\$ 201.00	\$ 220.00
57G	Dr Controlled Fr/Rr Aux A/C & Heater	\$ 783.00	\$ 860.00
58X	Radio: AM/FM Stereo w/Single CD/SYNC	\$ 696.00	\$ 765.00
59B	Tow/Haul Mode w/Trailer Wiring Provisions	Included	Included
59C	Programmable Battery Guard/Enhanced Cut-Off Relay	\$ 237.00	\$ 260.00
60C	Cruise Control w/Message Center	\$ 296.00	\$ 325.00
63C	Heavy-Duty Alternator	Included	Included
63E	Dual Heavy-Duty Batteries	\$ 269.00	\$ 295.00
67C	High Capacity Upfitter Switches	\$ 78.00	\$ 85.00
67D	Trailer Brake Controller	\$ 209.00	\$ 230.00
86F	2 Additional Keys (4 Total)	\$ 68.00	\$ 75.00
87E	Auxiliary Fuse Panel	NC	NC
91G	6 Speakers (4 Front/2 Rear)	Included	Included
99G	Engine: 3.5L EcoBoost V6	\$ 1,697.00	\$ 1,865.00
G1_01	(0 P) Shadow Black	NC	NC
HITCH	Frame Mounted Hitch Receiver	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,360 lbs	Included	Included
STDTR	Tires: 195/75R16C AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Exposed Lug Nuts	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
V	Vinyl Front Bucket Seats	Included	Included
VK_01	(0 I) Pewter w/Vinyl Front Bucket Seats	NC	NC
X41	4.10 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
: class III trailering with harness, hitch, brake controller
Body Side Cladding: black bodyside cladding
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front cupholder
Floor Console: partial floor console with box
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: SYNC Connect Wi-Fi internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock

Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: vinyl front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: front vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 310-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Alvin, Texas
Roland, Junru

Date 05/24/2019

AE/AM WJD/M0H

Unit

Year 2019 Make Chevrolet Model Silverado 1500 LD

Series WT 4x2 Double Cab 6.6 ft. box 143.5 in. WB

Vehicle Order Type Ordered Term 60 State TX Customer# 536097

\$ 23,607.85	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State TX
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 23,807.85 Total Capitalized Amount (Delivered Price)

\$ 297.60 Depreciation Reserve @ 1.2500%

\$ 109.41 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 407.01 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment (Estimate Only)

Liability Limit \$0.00

\$ 0.00 Physical Damage Management (Estimate Only)

Comp/Coll Deductible 0 / 0

\$ 37.92 Full Maintenance Program³ Contract Miles 50,000

OverMileage Charge \$ 0.0600 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 1

Tires 0

Loaner Vehicle Not Included

\$ 37.92 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 444.93 Total Monthly Rental Including Additional Services

\$ 5,951.85 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 325.00

**VEHICLE INFORMATION:**

2019 Chevrolet Silverado 1500 LD WT 4x2 Double Cab 6.6 ft. box 143.5 in. WB - US

Series ID: CC15753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 33,016.50	\$ 34,500.00
Total Options	\$ 896.35	\$ 985.00
Destination Charge	\$ 1,495.00	\$ 1,495.00
Total Price	\$ 35,407.85	\$ 36,980.00

SELECTED COLOR:

Exterior: GAZ / V22 - (0 P) Summit White / Chrome Grille Surround

Interior: H2R - (0 I) Dark Ash/Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A91	Remote Locking Tailgate	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AM7	3-Passenger Full-Width Folding Rear Bench Seat	Included	Included
AQQ	Remote Keyless Entry	Included	Included
BG9	Graphite-Colored Rubberized-Vinyl Floor Covering	Included	Included
C5W	GVWR: 7,000 lbs (3,175 kgs)	STD	STD
DL8	Black Power-Adjustable Heated Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2R_01	(0 I) Dark Ash/Jet Black w/Cloth Seat Trim	NC	NC
IOB	Radio: AM/FM 7" Diagonal Color Touch Screen	STD	STD
JL1	Integrated Trailer Brake Controller	\$ 250.25	\$ 275.00
KI4	110-Volt AC Power Outlet	Included	Included
L83	Engine: 5.3L EcoTec3 V8	STD	STD
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt-Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PCM	WT Convenience Package	\$ 646.10	\$ 710.00
RBZ	Tires: P255/70R17 AS BW	STD	STD
RD6	Wheels: 17" x 8" Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Cloth Seat Trim	Included	Included
UDC	Driver Information Center	Included	Included
V22	Chrome Grille Surround	Included	Included
VK3	Front License Plate Kit	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
ZBZ	P255/70R17 AS BW Spare Tire	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 AC power outlet
Smokers Package: ashtray

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam high intensity low/high beam headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III+ immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbback Insulator: cabbback insulator
Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Roland, JunruDate 05/23/2019
AE/AM WJD/MOH

Unit

Year 2019 Make Dodge Model Charger

Series Police 4dr All-wheel Drive Sedan

Vehicle Order Type Ordered Term 36 State TX Customer# 536097

\$ 49,924.20	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State TX
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 150.00	Other: (See Page 2)
\$ 11,150.50 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 38,923.70 Total Capitalized Amount (Delivered Price)

\$ 895.25 Depreciation Reserve @ 2.3000%

\$ 163.23 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,058.48 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 2

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

\$ 1,058.48 Total Monthly Rental Including Additional Services

\$ 6,694.70 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Destroyer Gray Clearcoat

Interior Color (0 I) Black w/Heavy Duty Cloth Bucket & Rear

Lic. Plate Type Exempt

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0600 Per Mile

Tires 0

Loaner Vehicle Not Included

State

Quote based on estimated annual mileage of 26,667

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Siddons Martin Quote # 2400623	C	\$ 22,301.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 22,301.00
Aftermarket Equipment Total		\$ 22,301.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Delivery	C	\$ 150.00
Courtesy Delivery Fee	B	\$ 200.00
Total Other Charges Billed		\$ 325.00
Total Other Charges Capitalized		\$ 150.00
Other Charges Total		\$ 475.00

**VEHICLE INFORMATION:**

2019 Dodge Charger Police 4dr All-wheel Drive Sedan - US

Series ID: LDEE48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,173.00	\$ 37,055.00
Total Options	\$ 1,389.00	\$ 1,560.00
Destination Charge	\$ 1,345.00	\$ 1,345.00
Total Price	\$ 38,907.00	\$ 39,960.00

SELECTED COLOR:

Exterior: PDN - (0 P) Destroyer Gray Clearcoat

Interior: X9 - (0 I) Black w/Heavy Duty Cloth Bucket & Rear Bench Seats or Heavy Duty Cloth Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
29A	Quick Order Package 29A	NC	NC
AEB	Street Appearance Group	\$ 334.00	\$ 375.00
AHM	Convenience Group I	\$ 427.00	\$ 480.00
APA	Monotone Paint Application	STD	STD
C8	Heavy Duty Cloth Bucket & Rear Bench Seats	STD	STD
CK9	Delete Carpet	NC	NC
CKJ	Black Vinyl Floor Covering	\$ 53.00	\$ 60.00
CLZ	Front & Rear Floor Mats	Included	Included
CM8	Replace Full Console w/Mini Console	Included	Included
CWP	Illuminated Front Cupholders	Included	Included
DGJ	Transmission: 5-Speed Automatic (W5A580)	STD	STD
EZH	Engine: 5.7L V8 HEMI MDS VVT	STD	STD
GUK	Power Heated Mirrors w/Man F/Away	Included	Included
GXE	Entire Fleet Alike Key (FREQ 3)	\$ 125.00	\$ 140.00
JPT	Power Front Driver/Passenger Seats	Included	Included
JRN	Power Driver/Passenger 4-Way Lumbar Adjust	Included	Included
LBG	Front Reading/Map Lamps	Included	Included
LEP	Body Color Exterior Mirrors	Included	Included
LNF	Black Left Spot Lamp	\$ 187.00	\$ 210.00
LNK	LED Spot Lamps	\$ 134.00	\$ 150.00
NAS	50 State Emissions	NC	NC
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PDN_02	(0 P) Destroyer Gray Clearcoat	NC	NC
RS4	Dual Remote USB Port - Charge Only	Included	Included
RS6	Media Hub (2 USB, AUX)	Included	Included
TBH	Full Spare Tire Relocation Bracket	\$ 129.00	\$ 145.00
TWW	Tires: P225/60R18 BSW Performance	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
W8B	18" Wheel Covers	Included	Included
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WEG	Wheels: 18" x 7.5" Steel	STD	STD
X9_01	(0 I) Black w/Heavy Duty Cloth Bucket & Rear Bench Seats or Heavy Duty Cloth Bucket Seats w/Vinyl Rear	NC	NC
XAP	Power Adjustable Pedals	Included	Included
XGA	Front/Rear Climate Control Outlets	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Passive Entry: Keyless Go proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Adjustable Pedals: power adjustable pedals
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Underhood Light: underhood light
Front Wipers: variable intermittent speed-sensitive wipers wipers with heating jets
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Front Reading Lights: front reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Fuel Flap Locking Type: locking fuel flap included with power door locks
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear bench seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: vinyl/rubber cargo space
Cargo Light: cargo light

Standard Engine:

Engine 370-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 5-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas
Roland, JunruDate 05/23/2019
AE/AM WJD/M0H

Unit

Year 2020 Make Chevrolet Model Tahoe

Series Police Vehicle 4x4

Vehicle Order Type Ordered Term 36 State TX Customer# 536097

\$ 60,801.10	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges State TX
\$ 0.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 200.00	* Other: Courtesy Delivery Fee
\$ 12,266.80	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	* Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 48,534.30 Total Capitalized Amount (Delivered Price)

\$ 1,116.29 Depreciation Reserve @ 2.3000%

\$ 213.59 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,329.88 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 2

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 1,329.88 Total Monthly Rental Including Additional Services

\$ 8,347.86 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Black

Interior Color (0 I) Jet Black w/Cloth Seat Trim

Lic. Plate Type Exempt

GVWR 0

Quote based on estimated annual mileage of 26,667

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Alvin, Texas

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Siddons Martin: 2405211	C	\$ 24,533.60
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 24,533.60
Aftermarket Equipment Total		\$ 24,533.60

**VEHICLE INFORMATION:**

2020 Chevrolet Tahoe Police Vehicle 4x4 - US

Series ID: CK15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 46,911.60	\$ 49,800.00 (Est.)
Total Options	\$ -2,068.43	\$ -2,273.00 (Est.)
Destination Charge	\$ 1,295.00	\$ 1,295.00
Total Price	\$ 46,138.17	\$ 48,822.00 (Est.)

SELECTED COLOR:

Exterior: GBA - (0 P) Black

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -3,489.85	\$ -3,835.00 (Est.)
5HP	SEO: 6 Additional Keys	\$ 37.31	\$ 41.00 (Est.)
5T5	SEO: 2nd Row Vinyl Seats w/Cloth Front	NC	NC (Est.)
6C7	SEO: Red & White Front Auxiliary Dome Lighting	\$ 154.70	\$ 170.00 (Est.)
6J4	SEO: Horn & Siren Circuit Wiring	\$ 37.31	\$ 41.00 (Est.)
7X6	SEO: Left-Hand Spotlamp	\$ 445.90	\$ 490.00 (Est.)
9C1	Identifier for PPV	NC	NC (Est.)
9G8	SEO: Daytime Running Lamps Delete	\$ 45.50	\$ 50.00 (Est.)
9U3	SEO: Front Center Seat (20% Seat) Delete	NC	NC (Est.)
AG1	Driver 10-Way Power Seat Adjuster	Included	Included (Est.)
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included (Est.)
AMF	Remote Keyless Entry Package	\$ 68.25	\$ 75.00 (Est.)
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included (Est.)
ATD	3rd Row Passenger Seat Delete	Included	Included (Est.)
AY0	Driver & Front Passenger Airbags	Included	Included (Est.)
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included (Est.)
BG9	Black Rubberized Vinyl Floor Covering	Included	Included (Est.)
BVE	Black Assist Steps	Included	Included (Est.)
C5Y	GVWR: 7,100 lbs (3,221 kgs)	Included	Included (Est.)
CONACC	Chevrolet Connected Access Capable	Included	Included (Est.)
FE9	Federal Emissions Requirements	NC	NC (Est.)
GBA_01	(0 P) Black	NC	NC (Est.)
GU4	3.08 Rear Axle Ratio	STD	STD (Est.)
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC (Est.)
IO5	Radio: Chevrolet Infotainment AM/FM Stereo	STD	STD (Est.)
JF4	Power-Adjustable Accelerator & Brake Pedals	Included	Included (Est.)
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included (Est.)
K47	High-Capacity Air Cleaner	Included	Included (Est.)
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included (Est.)
KW7	170 Amp High Output Alternator	Included	Included (Est.)
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD (Est.)
LUGDEL	Luggage Rack Delete	Included	Included (Est.)
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD (Est.)
NQH	2-Speed Electronic Autotrac Active Transfer Case	Included	Included (Est.)
NZZ	Skid Plate Package	Included	Included (Est.)
PCW	Enhanced Driver Alert Package	\$ 632.45	\$ 695.00 (Est.)
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00 (Est.)
QAR	Tires: P265/60R17 AS Police V-Rated	Included	Included (Est.)

RAP	Wheels: 17" x 8" Black Steel Police	Included	Included	(Est.)
STDTM	Cloth Seat Trim	Included	Included	(Est.)
TG5	Single-Slot CD/MP3 Player	Included	Included	(Est.)
TQ5	IntelliBeam Headlamps	Included	Included	(Est.)
U2J	SiriusXM Radio Delete	Included	Included	(Est.)
UD7	Rear Park Assist w/Audible Warning	Included	Included	(Est.)
UEU	Forward Collision Alert	Included	Included	(Est.)
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included	(Est.)
UHY	Automatic Emergency Braking	Included	Included	(Est.)
UPF	Bluetooth for Phone	Included	Included	(Est.)
UQ3	6-Speaker Audio System Feature	Included	Included	(Est.)
VPV	Ship-Thru: Kerr Industries	Included	Included	(Est.)
Y86	Enhanced Driver Alert Package (Y86)	Included	Included	(Est.)
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included	(Est.)
ZAK	Spare P265/60R17 AS Police V-Rated	Included	Included	(Est.)
ZY1	Solid Paint	STD	STD	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Adjustable Pedals: power adjustable pedals
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: Chevrolet 4G LTE internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket 40-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



AGENDA COMMENTARY

Meeting Date: 6/6/2019

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Receive an update on the Senior Transportation initiative and consider reserving \$32,000 from the General Projects Fund Balance to be issued to Actions Inc. for the purpose of purchasing a shuttle bus with wheelchair amenities in conjunction with Community Development Block Grant funds.

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

Summary: Councilmen Starkey and Castro were appointed by Mayor Horn to research and explore senior transportation. Councilmen Starkey and Castro, City Manager Junru Roland, Commissioner Stacy Adams, and Breah Knape, the Executive Director of Actions Inc, have met to discuss this project. An update on the Senior Transportation Initiative will be provided by Councilman Starkey, including a discussion on the necessity to reserve funding for the purchase of a shuttle bus to be used to transport seniors.

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:** 5/30/2019 SLH

Supporting documents attached:

- Senior Transportation Recommendation
- Presentation

Recommendation: Move to approve reserving \$32,000 from the General Projects Fund Balance to be issued to Actions Inc for the purpose of purchasing a shuttle bus with wheelchair amenities in conjunction with Community Development Block Grant funds.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

June 6, 2019

From: Council Member Glenn Starkey, District D
Council Member Joel Castro, At Large Pos. 2

To: Mayor and Alvin City Council
City Manager

RE: **Senior Citizen Transportation System Recommendation**

At the January 17, 2019 City of Alvin Council Meeting, Council Members Glenn Starkey and Joel Castro requested to perform a city-wide service study for senior citizens to obtain transportation assistance from their residences to medical appointments, pharmacies, and other quality of life related locations. Mayor Paul Horn appointed both council members to head an exploratory committee to officially research and present this matter to the council at a future date upon completion of their findings.

Three citizens; John Burkey, Judy Zavalla, and Jill Craddock Rea, were asked by the councilmen to be a part of this review to assist with citizen insight, recommendations, discussion and related information. Other citizens in addition to the Executive Director and Director of Actions Inc., and Commissioner of Precinct 3 were consulted during the study.

In previous years a transportation system was found to have been in place, as well as the creation of a study to address transit issues. Documents were obtained to provide insight as to their degrees of involvement:

In 1999 the City entered into a five (5) year agreement of joint cooperation with Actions Inc. of Brazoria County, a non-profit organization, for them to operate a city provided van and transport senior citizens to the Senior Center. The agreement for Actions to operate the city's van ended in 2006 - 2009 (re: Executive Director Breah Knappe.) The city had added, and later retracted, a clause to the renewal agreement for a three hundred (300) dollars usage fee per month for the vehicle. Other relevant issues leading to this agreement's termination may have been involved but are not known at this time. The only agreement in existence today is for Actions building usage at the Senior Center. This agreement will come up for renewal in July/August 2019.

May 2012 the Gulf Coast Center, in partnership with the City of Alvin, engaged the transit consulting firm Goodman Corporation of Houston to develop recommendations to provide transit options and create a *Public Transit Study: Pedestrian/Transit Master Plan*. The cost of the study was \$100,500. The City contributed \$15,600 plus services (allocating staff time, etc.,) and the Gulf Coast Center paid the remainder.

In a September 18, 2012 article written by Mark A. Quick pertaining to the study, it stated: "*The issue was championed primarily by Alvin resident Eva Bergara who is blind... Bergara took it upon herself to gather signatures and her grassroots efforts got council's attention.*"

At the June 6, 2013 Alvin City Council meeting, the Goodman Corporation presented its report: *Alvin Local Funding Requirements for Transit Service & Pedestrian Infrastructure*.

While the presentation was detailed and proposed (a) 50/50 matching funds from the city and transit agency funds and/or federal grants, (b) two lengthy bus routes throughout the city, (c) operating plans and costs, (d) construction of bus shelters, bus stops, waste receptacles, landscaping, benches, lighting, bike racks, sidewalks, curbs, ADA ramps, etc., (e) fare to be charged, (f) vehicles supplied by Connect Transit, and more, the City of Alvin declined involvement. Associated costs for enacting the Master Plan were of primary concern.

A total cost for the project was \$13,032,331 with the city's 20% share being \$2,606,466 and the remainder funded through federal or transit agency grants. A cost of \$1,699,869 for Design/Admin/Construction Management was included in the cost factor.

On October 3, 2014, the Gulf Coast Center sent a memorandum to the Goodman Corporation closing out the study contract and stating: *"...at this time the City of Alvin has indicated a lack of desire to further pursue the establishment of transit services in Alvin."*

Inquiries for this present study were made to neighboring communities as to any transportation assistance they may provide their senior citizens. The City of Manvel presently has none and the cities of Friendswood and Pearland provide transportation to their Senior Centers with no other destinations.

In the southern end of Brazoria County, Connect Transit, a transportation program operating through Gulf Coast Center, is utilized in fixed transit routes through the cities of Lake Jackson, Angleton, Freeport and Clute. The close proximity of those communities to one another permits such coordinated efforts plus sharing of expenses. The Connect Transit program is similar in nature to that which was previously presented to the City of Alvin in June of 2013 at a cost of \$13,032,331.

Rather than attempt to create an elaborate transportation plan to encompass city users of all ages, it was decided to establish a simple yet effective plan for senior citizens, ages 60+, to be transported to a variety of destinations within the city. Should the plan prove worthwhile, in the future the city may later study it for expansion of capabilities.

Transportation destination needs of senior citizens (handicapped seniors included) were reviewed to assist in the welfare, and most importantly, the improvement of their quality of life. Seniors living at retirement homes or assisted living residences where applicable shuttle transportation is provided were excluded from consideration. Although many destinations were recommended, the following are determined to be of primary concern and interest:

Medical Appointments

Pharmacies

Grocery Stores

City Senior Center
Hair Appointments
Shopping locations

Post Office
City Hall
City Municipal Court

Financial Institutions
City Library

Various types of transportation vehicles were reviewed. While passenger vans may sound appropriate and accommodate numerous persons at one time, for seniors, they are difficult to enter/exit, create potential falling hazards and are uncomfortable due to crowding/squeezing of passengers together in the bench seats. The far rear seats of a passenger van are rarely used because no one can easily get to them. Also, problems exist with attempting to carry any parcel larger than a small plastic bag that may rest in your lap.

A fifteen (15) passenger shuttle bus is deemed necessary for transporting senior citizens. This small shuttle bus will accommodate the driver, twelve (12) individual seats, plus two (2) wheelchair positions, proper handrails, and has built-in storage compartments. Two of the fold-down type seats are available when wheelchairs are not in use.

Per State of Texas law, drivers of vehicles this size are not required to have a Commercial Driver's License. (CDL's begin with sixteen (16) passenger vehicles and heavier vehicle weights.)

After reviewing shuttle bus models, engine and vehicle specifications, features and costs with Carpenter Bus Sales in Tennessee, the price of a shuttle bus ranges between \$64,000 to \$70,000 (tax, title and license not included.) Carpenter Bus Sales is known as the largest and most reputable bus sales company in the United States. (Specifics pertaining to each model of bus will be presented later once full funding is acquired and approved.)

Possible options for a senior transit program were weighed against several factors; ease of daily operation, logistical setup, financial considerations and infrastructure. The established Actions Inc. system presently in place was reviewed for expansion of their operations to benefit the City's need to further assist our senior citizens. This proved to be the best avenue to explore.

Discussions were held with Breah Knape, Executive Director, and Essie Rogers, Director, both of Actions Inc., a non-profit organization, pertaining to their operation housed out of the City of Alvin Senior Center. Along with a number of additional important services for our senior citizens, the organization also provides transportation for the northern end of Brazoria County (Alvin, Manvel, Pearland, and Rosharon) for persons aged sixty (60) or higher.

Seniors in Alvin have greatly benefitted from Actions transportation and other programs, but Actions has reached a point of overload on requests for transportation assistance calls in our community. Requests are being denied due to a lack of vehicles. Actions only has two passenger vans; one for use within our city and one for outside of city. The drivers are volunteers and average 750 trips per month with approximately 3,000 miles being driven.

Discussions were conducted with Precinct 3 County Commissioner Stacy Adams in reference to financial assistance through a CDBG 'Community Development Block Grant' for the purchase of a shuttle bus with wheelchair lift abilities for this planned senior transportation program.

With a fully equipped shuttle bus costing up to \$75,000, Commissioner Adams was receptive to the idea of a grant request to CDBG by Executive Director of Actions Inc., Breah Knape, to partially assist in the purchase of a vehicle.

In a May 7, 2019 email communication from Commissioner Adams, he advised that \$43,000 will be allocated in the FY2020 Precinct 3 CDBG funds to Actions Inc., for the purchase of a vehicle in concurrence with funds from the City of Alvin for senior transportation.

This leaves a balance amount of \$32,000 which if the Alvin City Council approves to amend and reserve these funds in the present budget for Actions, the combined funds from the city and CDBG grant would permit purchase of a proper shuttle vehicle with wheel chair abilities and expand upon the senior citizen transportation system in place through Actions Inc. current operation.

The expanded system would serve numerous purposes:

1. Will enable seniors to be more independent and self-sustainable for addressing their life needs
2. Will improve their quality of life and welfare
3. Will permit senior citizens to address a greater range of activities other than only go to the Senior Center
4. Will provide relief to Actions' transportation requests that have had to be denied due to lack of equipment

The following nine (9) points of agreement have been discussed with Actions Executive Director and are acceptable. The agreement between the City of Alvin and Actions will be:

1. The city's \$32,000 funds are to be used in conjunction with Pct. 3 CDBG grant funds for Actions to purchase a properly equipped shuttle bus with wheel chair abilities for the purpose of transporting senior citizens to approved locations in the city of Alvin and within Actions' jurisdiction.
2. Any funds remaining after total purchase (tax, title, license, etc.) of a shuttle bus will be applied to other Actions programs for the benefit of Alvin senior citizens.
3. All employment of drivers, their training, vehicle operation, care and maintenance of vehicle, fuel, and insurance are to be provided by Actions.
4. No fares are to be charged.
5. The city, through its website, distributed documents, and social media platform, agrees to assist in the promotion/advertisement and informational distribution of this transportation system and other senior programs/services offered by Actions.
6. Signage will be displayed on the rear of the shuttle bus or other prominent vehicle location, such words as: "Vehicle provided by the City of Alvin and Commissioners Court, Precinct 3, Brazoria County."
7. All booking of appointments by seniors for transportation service will be in accordance with Actions established appointment procedures.

8. Actions will submit a written report to the City Manager's office on a basis to be later determined pertaining to number of bookings/trips, miles driven, and variety of locations seniors were transported to.
9. This agreement should remain in effect for a minimum of five years.

To provide Commissioner Adams, Pct. 3 with a formal financial commitment from the City of Alvin to supply the remaining funds for the purchase of a shuttle bus, the following action is requested:

RECOMMENDED:

Move to approve amending the current budget to reserve \$32,000 to later be issued to Actions Inc for the purpose of purchasing a properly equipped shuttle bus with wheel chair abilities in conjunction with Pct. 3 CDBG funds for the purpose of a senior citizen transportation program.

Senior Citizen Transportation System



Previous Programs / Studies



- 1999: City entered 5 year agreement with ActionS Inc., to provide a van to transport seniors from residences to Senior Center.
- Terminated between 2006 and 2009 due to changes by city in the agreement and other issues unknown at this time.
- 2012: Gulf Coast Center and city engaged transit consulting firm to develop transit options and create “Public Transit Study: Pedestrian / Transit Master Plan.” Study Cost = \$100,500. City share = \$15,600 +.
- Project cost = \$13,032,331. City would pay 20% = \$2,606,466
- 2014: GCC advised consulting firm that city was no longer interested.

Present Study



- Municipal provided transportation assistance to seniors:
 - Alvin has none.
 - Manvel has none.
 - Pearland and Friendswood - only residence to respective Senior Centers.
 - Lake Jackson, Angleton, Freeport and Clute share expenses for an extensive Connect Transit program throughout their communities. Fares are charged.
- ActionS Inc., (non-profit organization housed at Alvin Senior Center) provides seniors (60+) with north end of county transportation.
 - Due to lack of an additional vehicle and booking overload, appointments are being denied. Presently 750+ trips per month, 3,000+ miles driven.

Senior Transit Needs



- Medical Appointments
- Pharmacies
- Grocery Stores
- Post Office
- Financial Institutions
- Senior Center
- Hair Appointments
- City Hall/Library
- Municipal Court

Transportation will improve:

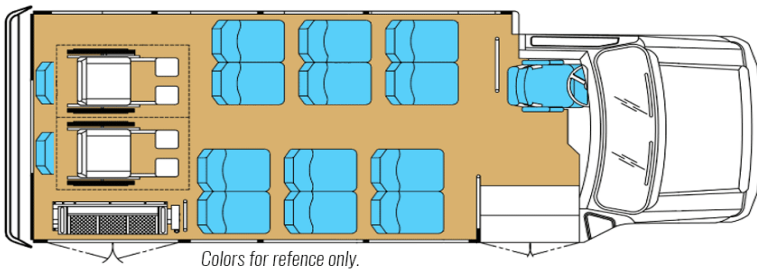
- Seniors quality of Life and Welfare
- Their independence
- Self-sustainability for addressing senior life needs

What is needed



- A shuttle bus with wheelchair abilities, multi-individual seating
- No CDL required for 15 passenger (including driver) shuttle bus

SC-Allstar-Para-Transit-22ft-13+2WS-wJUMP-SEATS



www.CarpenterBus.com



Recommended:



- Fully equipped shuttle bus cost between \$65,000 to \$75,000.
- Partner with ActionS to provide transport for city seniors (60+) to designated locations within city and ActionS' jurisdiction.
- Pct. 3, Commissioner Stacy Adams has approval of CDBG funds for \$43,000 to ActionS if city contributes remaining \$32,000 to purchase a shuttle bus and establish this senior transit system.
- No fares to be charged.
- Actions would be responsible for booking appointments, employing drivers, vehicle operation, care & maintenance of vehicle, fuel, and insurance. Any remaining funds from vehicle purchase go to ActionS programs that benefit Alvin senior citizens.

Additional:



- City will pay for signage on rear of vehicle to display: “Vehicle provided by the City of Alvin and Commissioners Court, Precinct 3, Brazoria County.”
- City will assist in promotion and information distribution of this program through its website, newsletters, and social media.
- Recommended Council Action - Approve amending the current budget to reserve \$32,000 to later be issued to ActionS Inc. for the purpose of purchasing a properly equipped shuttle bus with wheel chair abilities in conjunction with Pct. 3 CDBG funds for the purpose of a senior citizen transportation program.

QUESTIONS

