City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B

Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA
THURSDAY, OCTOBER 21, 2021
7:00 P.M.
(Council Chambers)

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

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

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Municipal Court Week Proclamation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the September 2, 2021, City Council meeting minutes.

B. Consider approval of the September 16, 2021, City Council meeting minutes.

C. Consider approval of the October 11, 2021, Special Called City Council meeting minutes.

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

E. Acknowledge receipt of the Quarterly Investment Report ending September 30, 2021.

F. Consider a master preliminary plat of Watermark (located along the east side of Bypass 35 between House Street and South Street), being 103.5 acres of land containing 223 lots (60' x 120' typ.) and fourteen reserves in five blocks, out of the B.B.B.&C.R.R. Co. Survey, A-159, I.&G.N.R.R. Co. Survey, A-400, Brazoria County, Texas.

6. OTHER BUSINESS

A. Consider Ordinance 21-P, authorizing the issuance of approximately $4,800,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2021; approving related agreements; approving the preparation and distribution of an Official Statement; enacting other provisions relating thereto; and providing for the effective date thereof.

B. Consider a Professional Services Agreement with LJA Engineering in an amount not to exceed $151,200 for the acquisition of up to thirty-five easements (35) and one (1) fee simple property acquisition required for the construction of the Lift Station 23 Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

C. Consider Resolution 21-R-24, accepting the Petition for the Creation of a Public Improvement District for the Bayou Point development within the City of Alvin, Texas; setting a public hearing for November 18, 2021; providing for open meetings and other related matters.

D. Consider a Developer Agreement between Brazoria County, Texas, the City of Alvin, Texas, and Lando Development, LTD., to jointly participate in the development and extension of Cardinal Drive (County Road 149) in accordance with the terms and conditions as set forth in the Developer Agreement; and authorize the Mayor to sign the said Agreement upon legal review.

E. Consider Resolution 21-R-26, approving a Utility Services Contract with Lando Development, LTD. for the development of Municipal Utility District (MUD) 51; and authorize the Mayor to sign the Contract upon legal review.

F. Discuss lot sizes in the proposed Diamond Oaks Tract along FM 1462 being developed by Cove Matrix Development. *(Council member Castro / Council member Garivey)*

G. Consider Ordinance 21-Q, amending the Fiscal Year 2022 budget for the purpose of appropriating thirty million, six hundred ninety-seven thousand, eight hundred twenty-three dollars, and four cents ($30,697,823.04) of prior Fiscal Year 2021 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

H. Consider Resolution 21-R-27, allowing property owners with at least 15% of property damaged from Tropical Storm/Hurricane Nicholas, as determined by the Brazoria County Chief Appraiser in accordance with Section 11.35 of the Texas Property Tax Code, to apply for a Temporary Disaster Tax Exemption through the Brazoria County Appraisal District.

I. Discuss Brazoria County Commissioner Precinct proposed redistricting.

J. Consider Ordinance 21-R, implementing the Civil Service classification system in the City of Alvin for certified police officers in accordance with the requirements of Chapter 143 of the Texas Local Government Code; establishing classifications and ranks; setting the initial number of authorized and budgeted positions within each rank; establishing certain supplemental pay categories; setting sick leave and vacation leave accrual levels; defining certain terms and setting certain conditions to facilitate implementation of the civil service system in the police department; and providing an effective date.

K. Consider Resolution 21-R-23, authorizing the Alvin Police Department to make application for the Body-Worn Camera Grant program through the Governor's Public Safety Office to defray the cost of data storage of recordings created with body worn cameras.

L. Consider the purchase of ten (10) Ramco in-car computers from Patrol PC in an amount not to exceed $51,497.70 for the Alvin Police Department.

M. Consider the purchase of replacement Motorola in-car and portable (hand-held) radios for Police, Fire, and EMS from Motorola in an amount not to exceed $734,631.00.

N. Consider Resolution 21-R-25, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2022.

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

7. REPORTS FROM 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, OCTOBER 18TH, 2021 at 4:30 P.M.

Dixie Roberts, City Secretary

Removal Date: ______________________

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

MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
August 17, 2021

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at the Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M with the following members present, Ashley Davis, Santos Garza, Chris Hartman, John Burkey and Scott Loy. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Abrin Brooks and Randy Reed were absent.

1. Call To Order.
Call to order at 6:00 p.m.

2. Petition and Requests from the Public.
There were no petitions or requests from the public.

3. Approve the minutes of the City Planning Commission meeting of July 20, 2021. Commission Member Scott Loy motioned to approve the minutes of the regular Planning Commission meeting of July 20, 2021. Seconded by John Burkey, the motion carried on a vote of 4 ayes and 0 nays.

4. Consider a final plat of Reed Ranch Estates, a plat of 9.66 acres, being all of a tract as recorded in document number 2006009709, official records of real property, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 17, Abstract 228, Brazoria County, Texas. Chad Gormly, with Gormly Surveying, was present to represent the plat. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 4 ayes, 0 nays. Ashley Davis arrived at 6:05 after motion.

5. Consider a final plat of Alvin ISD Harby Junior High, a subdivision of 38.809 acres, being a replat of lots 36, 37, and 47 and a part of lot 46, Hooper & Wade Subdivision, Vol. 1, Pg. 10, B.C.M.R., out of the Hooper and Wade Survey, Abstract No. 420, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval. Seconded by Member Burkey, the motion carried on a vote of 5 ayes, 0 nays.

6. Consider a final plat of Mustang Crossing Section 7, a PUD subdivision containging 21.16 acres located in the Hooper & Wade survey, Abstract 488, in the City of Alvin, Brazoria County, Texas, also being a partial replat of Reserve “A” of Mustang Crossing Sections One and Two, a P.U.D. subdivision recorded in clerk file no. 2006012906, of the Brazoria County map records. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 5 ayes, 0 nays.

7. Items of Community Interest – Commission Members.

_____Motioned to Approve / Deny / Table. Seconded by____
The motion carried on a vote of ____ Ayes and ____Nays cast by ____

Commission Member Burkey mentioned Glenn Starkey will hold a writer's workshop on October 4^{th}, 5^{th} and 6^{th}.

8. Staff report and update.
Michelle Segovia stated the Planning Commission may see Kendall Lakes Section 11 and Watermark next month.

9. Adjournment.
Commission Member Loy motioned to adjourn the meeting, seconded by Member Garza. The motion carried on a vote of 5 ayes. The meeting ended at 6:31 p.m.

_____Motioned to Approve / Deny / Table. Seconded by____
The motion carried on a vote of ____ Ayes and ____Nays cast by ____

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, municipal courts serve as the local justice center for the enforcement of local ordinances and state offenses that protect the peace and dignity of our community and play a significant role in preserving public safety and promoting quality of life; and

WHEREAS, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other courts combined; and

WHEREAS, the municipal judges and clerks continually strive to improve the administration of justice through participation in judicial education programs of the State of Texas and their professional organizations; and

WHEREAS, the Alvin Municipal Court continues to provide fair and impartial justice to our citizens.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the Alvin City Council do hereby proclaim the week of November 1-5, 2021, as:

Municipal Court Week

in the City of Alvin and extend our appreciation to the Alvin municipal judges and court personnel for their exemplary service and dedication to our community.

WITNESS my hand and seal this 21st day of October 2021.

Paul A. Horn, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY SEPTEMBER 2, 2021
7:00 P.M.

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager; Dixie Roberts, City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

City Secretary, Dixie Roberts gave the invocation. Council member Starkey led the Pledge of Allegiance to the American Flag and Council member Garivey led the Pledge to the Texas Flag.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARING

Public hearing to receive comment on the proposed annexation of 59.780 acres of land, more or less, for the Watermark Development located along East House Street across State Highway 35, in Brazoria County, Texas, from D. R. Horton – Texas, LTD. – first public hearing.

Mayor Horn opened the public hearing at 7:02 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:03 p.m.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the August 19, 2021, City Council Regular meeting minutes.

Consider a final plat of Reed Ranch Estates (located at the northwest corner of the intersection of Davis Bend Road and Mamie Ford Road), being all of a 9.66-acre tract as recorded in document number 2006009709, official records of real property, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 17, Abstract 228, Brazoria County, Texas.

On July 29, 2021, the Engineering Department received the final plat of Reed Ranch Estates for review. The property is located at the northwest corner of the intersection of Davis Bend Road and Mamie Ford Road. This final plat consists of eleven (11) lots and one (1) block. This plat complies with all requirements of the City's Subdivision Ordinance. The Planning Commission unanimously approved the plat at their meeting on July 17, 2021. Staff recommended approval.

Consider a final plat of Mustang Crossing Section 7, (located northeast of the intersection of FM 1462 and Mustang Crossing Boulevard), being a Planned Unit Development subdivision containing 21.16 acres of land, located in the Hooper and Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas, also being a partial replat of Reserve "A" of Mustang Crossing Sections One and Two, a PUD subdivision recorded in clerk file no. 2006012906, of the Brazoria County Map Records.

On July 29, 2021, the Engineering Department received the final plat of Mustang Crossing Section 7 for review. The property is located northeast of the intersection of FM 1462 and Mustang Crossing Boulevard. This section consists of one hundred and four (104) single-family lots, four (4) reserves, and five (5) blocks. This plat complies with all requirements of the City's Subdivision Ordinance. The Planning Commission unanimously approved the plat at their meeting on July 17, 2021. Staff recommended approval.

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

OTHER BUSINESS

Consider Ordinance 21-M, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2021-2022; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

On July 15, 2021, the City Manager presented the FY 2021-2022 proposed budget to City Council. Subsequently, two (2) budget workshops were held on August 5, 2021, and August 10, 2021, whereby City Council and staff reviewed the proposed budget. State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

Council member Castro moved to approve Ordinance 21-M, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2021-2022; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried on a vote of 7 Ayes.

Consider Ordinance 21-N, adopting the proposed tax rate of $0.7680 (per $100 of taxable assessed value), which is 1.65 percent greater than the No New Revenue tax rate for the City of Alvin.

A taxing unit may not impose property taxes an any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.

For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.

According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no new revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the effective tax rate) percent increase in the tax rate."

For Tax Year 2021, staff is proposing that City Council adopt a tax rate of $0.7680 per $100 of taxable assessed value, which is 1.65% above the 2021 No New Revenue tax rate of $0.755504.

Tax Year	2014	2015	2016	2017	2018	2019	2020	2021
Tax Rate	$0.8386	$0.8386	$0.7980	$0.7880	$0.7880	$0.7780	$0.7680	$0.7680

Council member Vela moved to approve Ordinance 21-N, that the property tax rate be increased by the adoption of a tax rate of $0.7680 per $100 of taxable assessed value, which is effectively a 1.65 percent increase in the tax rate, as described in Ordinance 21-N. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

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

There were no items requested for the next agenda.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and reviewed the preliminary list for the September 16, 2021, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Adame stated he received a complaint that the plants at the new Fire/EMS Station are dead. Mr. Roland stated that the landscaping will be replaced.

Council member Starkey congratulated his wife, Donna Starkey, for being appointed as the Brazoria County District Clerk. He also expressed kudos to Court Administrator Sonya Cates in Municipal Court for being proactive in the active shooter training. He expressed condolences to the Garivey family for their recent loss.

Mayor Horn stated that the ribbon cutting for Fire/EMS station will be at end of September, or sometime in early October.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:10 p.m.

PASSED and APPROVED the 21st day of October 2021.

____

Paul A. Horn, Mayor

ATTEST:______________________________

Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL SPECIAL MEETING
TUESDAY, OCTOBER 11TH, 2021
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Special Workshop Session at 7:00 P.M. in the Council Chambers at Alvin City Hall, with the following members present; Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela; Councilmembers: Gabe Adame, Glenn Starkey, Keko Moore, Richard Garivey and Joel Castro**.**

Staff members present: Junru Roland, City Manager, Suzanne Hanneman, City Attorney; Michael Higgins, Director of Administrative Services; and Dixie Roberts, City Secretary.

INVOCATION AND PLEDGE OF ALLEGIANCE

City Secretary, Dixie Roberts gave the invocation and led the Pledge of Allegiance to the American Flag, and to the Texas Flag.

OTHER ITEMS

Consider Ordinance 21-O; annexing 59.780 acres of land, more or less, for the Watermark Development located along East House Street across State Highway 35, in Brazoria County, Texas, from D. R. Horton – Texas, LTD. (legal to provide wording).

On or about June 1, 2021, D.R. Horton – Texas, LTD., petitioned the City of Alvin, Texas for voluntary annexation of 59.780 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along the stretch of State Highway 35 between East South Street and East House Street. City Council authorized the commencement of annexation proceedings on August 5, 2021, in Resolution 21-R-17.

Public hearings were held on September 2, 2021, and September 16, 2021. There were no comments made at either public hearing. This Ordinance, upon passage, will finalize the annexation. Staff recommended approval of Ordinance 21-O.

Council member Castro moved to approve Ordinance 21-O, annexing 59.780 acres, more or less, into the corporate limits of the City for the Watermark Development located along East House Street across State Highway 35, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider an agreement with an electricity provide to supply electricity to the City beginning January 2022; and authorize the City Manager to execute said agreement.

The City entered into an Electricity Supply Agreement with Reliant Energy in October 2016 for electricity services beginning January 1, 2017. The agreement established a purchase price of $.03779 per kilowatt hour (kWh) and a term through December 31, 2021. Staff has been monitoring energy prices and believes it is time to lock in a price before they continue to rise.

Due to the volatile pricing of electricity, which changes by the hour, electricity providers will not hold their prices for more than 24 hours which is a considerable risk factor markup. The pricing provided prior to the October 11, 2021, are only indicative since the City is not entering into an agreement based on the proposals. In summary, the pricing *provided provides a snapshot at that time about the electricity providers and shows their interest in executing an agreement.*

The City will obtain actionable prices from the bidders on the morning of October 11, 2021 and will present them along with an analysis and recommendation for award at this meeting.

Proposal Request: Staff has been requested data and ultimately pricing proposals from Mantis Innovation, an electricity broker, to assist the City in the procurement process for electric rates from electricity providers. They have been reviewing electricity trends and monitoring the wholesale market for this current renewal. Mantis Innovation has been used previously in the City's 2013 and 2017 electricity renewals, but under the name of Texas Energy Aggregation. Mantis Innovation has obtained preliminary pricing from approximately 10 electricity providers, and they work with over 20+ providers. Please note that not all providers may bid as we may not fit their business criteria (i.e. too large or too small).

Council member Adame moved to award EDF Energy as the Electricity Provider for the City of Alvin, for a contract term of 53 months, beginning January 2022, and authorize the City Manager to execute an agreement upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

- Note: before a contract could be signed on the morning of October 12, 2021, the rate locked in at 54.81 per MWh for 53 months with EDF Energy

ADJOURNMENT
Mayor Horn adjourned the meeting at 7:10 p.m.

PASSED and APPROVED the 21st day of October 2021.

____
Paul A. Horn, Mayor

ATTEST: ______________________________
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY SEPTEMBER 16, 2021
7:00 P.M.

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Ron Schmitz, EMS Director/EM Coordinator; Michelle Segovia, City Engineer; Brandon Moody, Public Services Director and Robert E. Lee, Police Chief; and.

INVOCATION AND PLEDGE OF ALLEGIANCE

Justin Gatlin from Alvin Missionary Baptist Church gave the invocation. Council member Vela led the Pledge of Allegiance to the American Flag and Council member Moore led the Pledge to the Texas Flag.

PUBLIC HEARING

Public hearing to receive comment on the proposed annexation of 59.780 acres of land, more or less, for the Watermark Development located along East House Street across State Highway 35, in Brazoria County, Texas, from D. R. Horton – Texas, LTD. – second public hearing.

This is the second of two required public hearings for this annexation requested by D.R. Horton – Texas, LTD. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along the stretch of State Highway 35 between East South Street and East House Street. This public hearing is a time for public comment on said annexation. Notices have been published in The Alvin Sun, and on the City's website. Final reading of the annexation ordinance will be at a special City Council meeting scheduled for October 11, 2021.

Mayor Horn opened the public hearing for comments at 7:03 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:04 p.m.

PUBLIC COMMENT

No public comments were made.

OTHER BUSINESS

Consider the City of Alvin's annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed $299,283.88, for the City of Alvin's windstorm and hail coverage with Arch/United Specialty for Fiscal Year 2022; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

*Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e., hurricane and hail damage. The City's general property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP]) does not offer windstorm and hail coverage for the City of Alvin. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current (annual) windstorm policy for FY21 expires October 1, 2021. VOSCO canvassed the open marketplace and approached **15** different carriers on behalf of the City of Alvin. Each carrier modeled and reviewed multiple layers (i.e., primary, buffers, and excess), as well as various terms (deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. Below is a list of the responses that were received.*

Council member Starkey moved to approve the City of Alvin's annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed $299,283.88, for the City of Alvin's windstorm and hail coverage with Arch/United Specialty for Fiscal Year 2022; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote. Seconded by Council member Adame; motion carried with all members present voting Aye.

<u>Consider Resolution 21-R-21, nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.</u>

This Resolution is to nominate a candidate(s) to serve on the Brazoria County Appraisal District (BCAD) Board of Directors. Cities, school districts, and counties may nominate one or more persons to serve on the Board. The Board is composed of five members who serve two-year terms, all of which expire December 31, 2021. In December, City Council will cast votes for various nominees by resolution. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2021. In 2015, 2017, and 2019 the City of Alvin nominated and cast their votes for Tommy King. Mr. King is a current member of the Appraisal District Board and would like to continue his service.

Council member Vela moved to approve nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District. Seconded by Council member Adame; motion carried with all members present voting Aye.

<u>Consider Resolution 21-R-22, casting a ballot for the election of a candidate to serve on the Texas Municipal League Health Pool Board of Trustees – TML Region 14.</u>

Texas Municipal League (TML) Health Benefits Pool consists of political subdivisions throughout the state that join together through an Interlocal Agreement to provide health benefits to employees, retirees, and dependents at a competitive value. The Pool is able to deliver savings and services by bringing together hundreds of public entities. Savings are driven by leveraging the purchasing power of 35,000+ employees.

A twenty-two Member Board of Trustees governs the Pool. Nineteen of the Members are voting Members. Of the nineteen voting Members, fifteen are elected from the TML Regions in Texas and four trustees at Large and two Citizen Trustees appointed by the Chairman with approval of the Board. In addition, there are three Ex-Officio trustees who represent the TML Board, the TML IRP Board and the Executive Director of TML

This is the official ballot for the election of a member to represent Region 14 of the Board of Trustees for TML Health Benefits Pool. Each Member of the Pool is entitled to vote for Board of Trustee members for their Region. The City of Alvin is a member of the Health Pool (Region 14) and is allotted one vote.

The officials on the ballot have been nominated to serve Region 14 for a term of three (3) years, October 1, 2021, through September 30, 2024. Requirements to serve as a Trustee are:

- *Must be an employee or elected official of an incorporated city within the state of Texas, which is a member of the Pool at the time of election;*
- *Hold a position of Department Head or higher;*
- *Work at least 20 hours per week for an incorporated city;*
- *Be paid by the incorporated city with incorporated funds; and*
- *Be hired and fired only by another incorporated city official or by the incorporated city's governing body.*

Jason Reynolds, City Manager for the City of Nassau Bay currently serves as Trustee for Region 14 on the Board.

Candidates on the ballot for consideration: Jason Reynolds, City Manager, City of Nassau Bay; Mike Barrow, City Manager, City of Weimer; Paula Favors, City Secretary/Assistant City Manager, City of Wharton.

Staff recommends casting a ballot for Paula Favors for the TML Health Benefits Pool Board of Trustees for Region 14 through the adoption of Resolution 21-R-22. Ms. Favors is the Assistant City Manager/City Secretary/Human Resources Director for the City of Wharton. Dixie Roberts works closely with Ms. Favors and believes that her many years of experience in all facets of local government will be of great benefit to the Board as a representative to Region 14. The first-hand knowledge and experience she has acquired will bring a well-rounded and personal perspective to the table.

Council member Adame moved to approve casting a ballot for the election of candidate Paula Favors to serve on the Texas Municipal League Health Pool Board of Trustees – TML Region 14. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider the cancellation of the October 7, 2021, City Council meeting.
A majority of the members of City Council will be attending the Texas Municipal League Annual Conference and will not be able to attend the meeting scheduled for October 7, 2021.

Council member Garivey moved to approve the cancellation of the October 7, 2021, City Council meeting. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.
There were no requests made.

Discuss lot sizes in the proposed Diamond Oaks Tract along FM 1462 being developed by Cove Matrix Development. *(Council member Castro / Council member Garivey)*
This item is on the agenda for discussion by Council member's Castro and Garivey.
This item was postponed to the October 21st Council Meeting.

REPORTS FROM CITY MANAGER
Items of Community Interest and review preliminary list of items for next Council meeting.
Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the October 21, 2021, City Council Meeting.

ITEMS OF COMMUNITY INTEREST
Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.
Council member Garivey, Vela, Vaughn and Moore all expressed kudos to staff for emergency operations and recovery efforts during Hurricane Nicholas.

Council member Adame expressed his appreciation for the detention ponds on South St and thanked staff for the work done during and after Hurricane Nicholas.

Council member Starkey expressed his gratitude to all that worked during and after Hurricane Nicholas.

EXECUTIVE SESSION
City Council will meet in Executive Session pursuant to: **Section 551.07** of the Local Government Code: Consultation with Attorney seeking advice regarding a pending or contemplated litigation or settlement offer or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
Mayor Horn convened to Executive Session at 7:21 p.m.

RECONVENE TO OPEN SESSION
Mayor Horn reconvened the meeting at 7:56 p.m.

<u>Consider Resolution 21-R-20, adopting the Texas Term Sheet and the Intrastate Allocation Schedule in the Global Opioids Settlement and other matters related thereto, and authorize the City Manager to sign the Subdivision Settlement Participation Form.</u>
Council member Starkey moved to approve Resolution 21-R-20, adopting the Texas Term Sheet and the Intrastate Allocation Schedule in the Global Opioids Settlement and other matters related thereto, and authorize the City Manager to sign the Subdivision Settlement Participation Form. Seconded by Council member Garivey; motion carried with all members present voting aye.

ADJOURNMENT
Mayor Horn adjourned the meeting at 7:56 p.m.

PASSED and APPROVED the 21st day of October 2021.

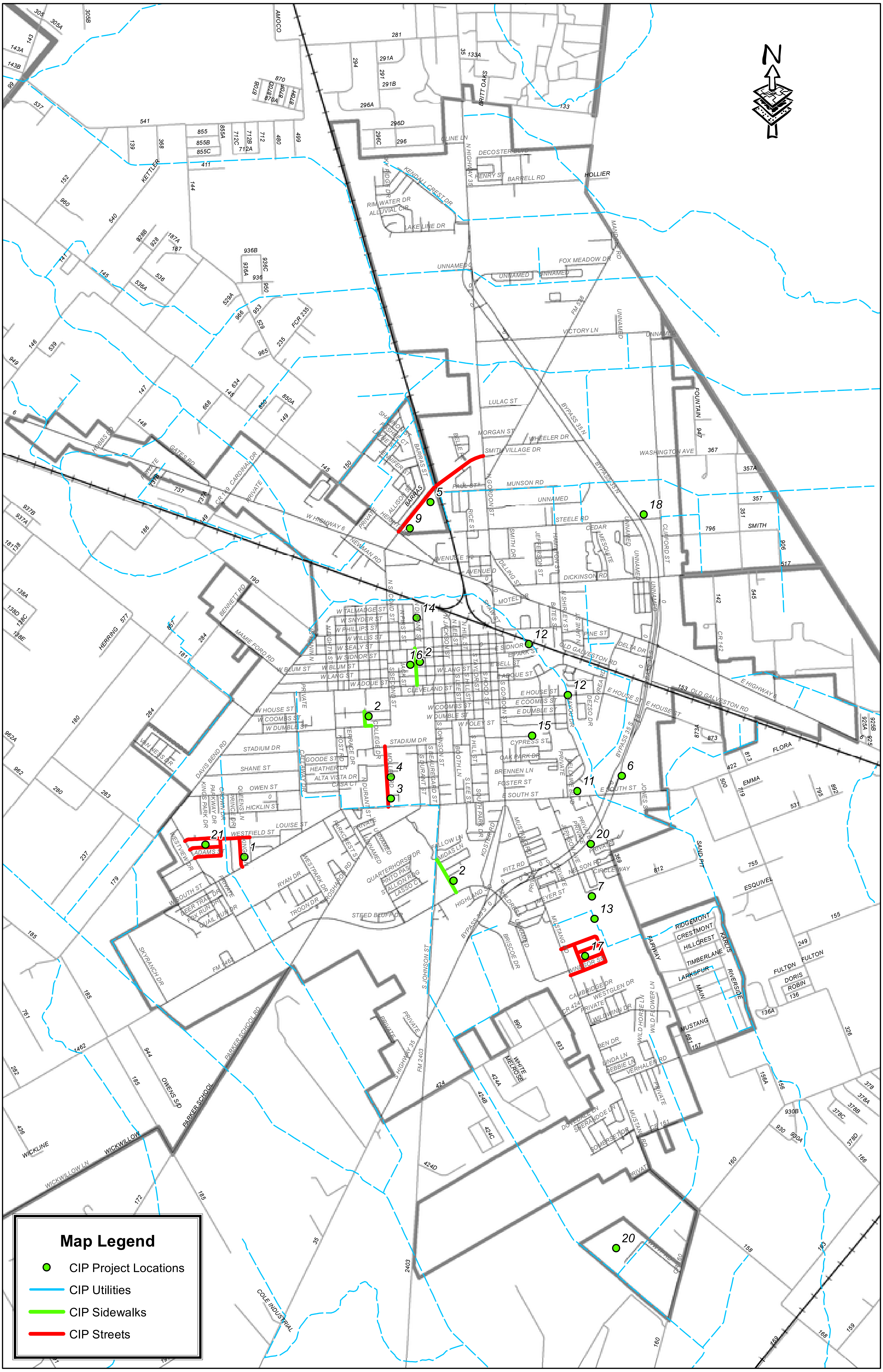
____
Paul A. Horn, Mayor

ATTEST: ____________________________
Dixie Roberts, City Secretary

Capital Improvement Program
Quarterly Report
October 2021

FY 2021 Capital Improvement Program Project Schedule - October 2021

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



Rev. Date 1/12/2021
Engineering Dept.
X:/Projects/City Engineer/CIP Projects/Maps

FY 2021 CIP Project Location Map

2020 Concrete Pavement and Drainage Project

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Tracy Lynn Lane (Westfield Drive to South Street), Westfield Drive (Adams Street to the asphalt transition 125 feet east of Kings Lane), and Adams Street (first 571 feet from Westfield Drive). Project location identified as a number **1** on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Project Complete
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$1,000,000	$1,106,633	$1,000,000	2020	
OTHER					
TOTAL:	$1,000,000	$1,106,633	$1,000,000		

2020 Sidewalk Project

Project Number:	2
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number **2** on the CIP project location map. Pearson Rd. (east side between Johnson St. and FM 1462), Durant St. (west side between Adoue St. and Sealy St.), Dumble Street (south side between College Street and Clark Street), and Clark Street (west side between Dumble St. and Fairview Dr.).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	Project complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN					
CONSTRUCTION	$250,000	$176,827	$250,000	2020	
OTHER					
TOTAL:	$250,000	$176,827	$250,000		

Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund / Bond Funds
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number **3** on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	The construction start for this project has been delayed due to a discrepancy between the concrete box culvert manufacturer and the construction detail shown on the plans for the custom box culvert that will be installed under Moller at the M-1 Ditch. The discrepancy has been resolved and the culvert is being manufactured. Construction to start 10/20/2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$250,000	$249,932	$250,000	2018	
CONSTRUCTION	$1,803,659	$1,292,299	$1,800,000	2019	Bond
GEO. STUDY					
TOTAL:	$2,053,659	$1,542,231	$2,050,000		

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

Project Number:	4
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number **4** on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Council approved an Engineering Services Agreement with Dannenbaum Engineering on January 21, 2021 for the final design of the project in the amount of $381,980. The design kickoff meeting was held on March 2, 2021. The final plans for the project are anticipated to be ready for bid in December 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$250,000	$381,980	$250,000	2020	Bond
CONSTRUCTION	$3,550,000		$3,550,000	2020	Bond
GEO. STUDY					
TOTAL:	$3,800,000	$381,980	$3,800,000		

FM 528 Extension (Design)

Project Number:	5
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number **5** on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	HDR was notified by TXDOT in June 2019 that they would not be able to advance funding for this project at this time. TXDOT has this project scheduled to let for construction in 2028. Council approved an Advance Funding Agreement with TXDOT for their review of the plans for the project on 7/16/2020. HDR submitted the plans to TXDOT for review on 9/30/2020. In June 2021 TXDOT informed HDR that the project drainage would have to be redesigned to include Atlas 14 design parameters and the bridge would have to be redesigned using the inverted tee green ribbon bent caps before they would do a full review of the plans. On August 2, 2021 TXDOT notified HDR that they would accept the aesthetics of the bridge as designed and would not required the inverted tee green ribbon bent caps.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,000,000	$1,186,353.11	$1,000,000	2018	
CONSTRUCTION	$15,100,000				
OTHER					
TOTAL:	$16,100,000	$1,186,353.11	$1,000,000		

Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	6
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number **6** on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 11.5 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On April 15, 2021 Council awarded a bid to TLC Construction Contract Services for the construction of this 330 calendar day project. The Preconstruction meeting for the project was held on June 2, 2021 and the Notice to Proceed was issued. Construction in progress.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,495,900	$760,515	$679,865	2018	Bonds
CONSTRUCTION	$10,064,900	$8,833,433	$10,064,900	2019/2020	Bonds
OTHER					
TOTAL:	$11,560,800	$9,593,948	$10,744,765		

54" Eastside Interceptor

Project Number:	7
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018/2019/2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number **7** on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids were opened on November 17, 2020 and Harper Brothers Construction, LLC was the qualified low bidder. Council awarded the bid in the amount of $16,044,022 to Harper Brothers at their meeting on December 17, 2020. This is a 540 calendar day project. The Pre-Construction Meeting was held on March 24, 2021 and construction started April 26, 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

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

Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	8
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Basins in the northern portion of the City.
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	City Council awarded a bid to Mitchell Contracting, Inc. on September 17, 2020 in the amount of $540,265. This is a 122 calendar day project. The Notice to Proceed was issued on November 30, 2020. The final inspection for this prohect was held on July 15, 2021. The contractor will complete the final inspection punch list in November and December 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

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

Water Plant #6 Tank Replacement

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

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$526,500	$319,400	$319,400	2018	Bond
CONSTRUCTION	$2,632,500	$2,446,526	$2,446,526	2018	Bond
OTHER					
TOTAL:	$3,159,000	$2,765,926	$2,765,926		

Wayfinding Signs Project

Project Number:	10
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Coordinator
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	Ongoing (10/17/21): Provided wayfinding signage summary report, final design, and mock-ups to illustrate the size of the signage after installation to City Manager and City Council on September 1, 2021. No feedback received. Next step is to prepare a bid package in tandem with the Engineering Department to solicit bids for fabrication and installation of wayfinding signage.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

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

Fire/EMS Station

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

PROJECT COST

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

Mustang Bayou Bank Repair

Project Number:	12
Project Type:	Park / Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund
Assigned:	City Engineer / Parks Director / City Attorney
Project Location:	Two areas along the bank of Mustang Bayou that washed out during Hurricane Harvey. Project location identified as number **12** on the CIP project location map.
Project Description:	This project includes the design and repair of two locations along Mustang Bayou where the bayou side slope failed due to flood waters from Hurricane Harvey.
Project Justification:	This project is needed to restore the portion of the Hike and Bike Trail that was destroyed due to the side slope failure and to restore the bayou.
Current Status:	City Council awarded the bid to WadeCon, LLC in an amount not to exceed $519,266 on August 5, 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$156,408	$156,408	$156,408	2018	
CONSTRUCTION	$302,126	$519,266			
OTHER					
TOTAL:	$458,534	$675,674	$156,408		

Hike and Bike Trail Phase III Design

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

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$100,000	$150,000	$150,000	2020/2021	
CONSTRUCTION	$2,756,000				
OTHER					
TOTAL:	$2,856,000	$150,000	$150,000		

Water Line Improvements Phase 2

Project Number:	14
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2019 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project **14** on the CIP project location map.
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by State Highway 6, State Highway 35 Bypass, Sealy Street, and Second Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Project Complete.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

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

Water Line Improvements Phase 3

Project Number:	15
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project **15** on the CIP project location map.
Project Description:	New 8-inch and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street. In addition replacement of waterline along Foley Street and within an easement from Legion Street to Adoue Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is completing the 100% plans in order to bid the project in order to bid the project by the end of the year.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

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

Water Plant #4 Tank Replacement

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2021 Water and Sewer Bonds / Impact Fees
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number **16** on the CIP project location map.
Project Description:	Decommission the existing 0.21 and 0.43 Million Gallon (MG) steel ground storage tanks and add a new 1.0 MG concrete ground storage tank at Water Plant #4.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is working on the final design of the project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$351,000	$378,500	$351,000	2021	Impact Fees
CONSTRUCTION	$2,900,000		$2,900,000	2021	Bond
OTHER					
TOTAL:	$3,251,000	$378,500	$3,251,000		

2021 Asphalt Pavement Project (Contractor)

Project Number:	17
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Windsor Square, Oxford Road, Hurstgreen Lane, and Coventry Lane. Identified as number **17** on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	The project bids on October 26, 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN		$98,000		2021	
CONSTRUCTION	$1,300,000		$1,000,000	2021/2022	
OTHER		$35,000		2020	Geo./Topo.
TOTAL:	$1,300,000	$133,000	$1,000,000		

Lift Station 23 Expansion Project (design)

Project Number:	18
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number **18** on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 15 and 16. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 14,720 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA has identified all easements that will be required for the project and Staff will be requesting a proposal from KDM Acquisition Services, Inc. for the acqusition of the easements. LJA has confirmed that lift station #1 can be eliminated with this project in addition to lift stations #15 and #16 that were previously identified prior to design start. Due to the addition of 5,200 linear feet of gravity sewer main to eliminate lift station #1 coupled with the continually increasing material prices, the estimated construction cost for this project has risen from $12.9 million to $19.8 million. Staff is currently reviewing the 75% plan set for the project.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$1,389,800	$1,389,800	$1,700,000	2015	Bonds
CONSTRUCTION	$19,800,000			2021/2022	Bonds
OTHER	$150,000				Easements
TOTAL:	$21,339,800	$1,389,800	$1,700,000		

Revised 10/17/2021

2021 Wastewater Master Plan Update / Utility Rate Study

Project Number:	19
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	All areas of the City and ETJ that the Wastewater System serves.
Project Description:	This project will provide an update to the wastewater portion of the City's Utility Master Plan that was done in 2015, provide an evaluation of the City's West-Central/Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016).
Project Justification:	This project is needed in order to evaluate the City's Wastewater System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. It is anticipated that design will be complete in 18 months. The kickoff meeting for the project was held on February 3, 3021. The wastewater flow monitoring was completed on May 27, 2021. Staff met with Freese on September 29, 2021 to discuss the preliminary findings.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	5-10 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$380,000	$380,000	$380,000	2021	
CONSTRUCTION					
OTHER					
TOTAL:	$380,000	$380,000	$380,000		

2021 Wastewater Treatment Plant Facility Plan

Project Number:	20
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number **20** on the CIP Project Location Map.
Project Description:	This project will provide an evaluation of the City's Wastewater Treatment Plant and develop a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods.
Project Justification:	This project is needed in order to evaluate the City's only wastewater treatment plant now that the two optimization projects (2008 and 2018) are complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update, therefore this plan is time dependent on that plan. The project kickoff meeting was held on February 3, 2021 and the onsite assessment of the WWTP was conducted on March 3, 2021. Preliminary results of the onsite assessment were presented to Staff on April 21, 2021. Flow monitoring results were received May 27, 2021. Staff met with Freese on October 13, 2021 to discuss their preliminary findings.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN	$59,914	$59,914	$59,914	2021	
CONSTRUCTION					
OTHER					
TOTAL:	$59,914	$59,914	$59,914		

2021 Concrete Pavement and Drainage Project

Project Number:	21
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (portion that runs east-west to Rowan Burton). Project location identified as a number **21** on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	On June 3, 2021 Council approved an engineering services agreement with Adico Consulting Engineers, LLC for the design of the project. The final bid package for this project will be complete in October 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	ESTIMATED	ACTUAL	FUNDS BUDGETED	FISCAL YEAR	
DESIGN		$140,460			
CONSTRUCTION	$1,584,000		$1,000,000	2021	
OTHER					
TOTAL:	$1,584,000	$140,460	$1,000,000		

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Administrative Services **Contact:** Michael Higgins, Dir. of Admin Services

Agenda Item: Acknowledge receipt of the Quarterly Investment Report ending September 30, 2021.

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

Summary: The City Charter requires the Director of Adminsitrative Services to report on the financial condition of the City each quarter.

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

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending September 30, 2021.

In summary, the City of Alvin has an investment portfolio as of September 30, 2021, of **3 million**, which consists of $88.1 million invested in the Local Government Investment Pools, $1.1 in Certificates of Deposits and Fixed Income Securities, and $10 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was $14,134. The City's yield for the quarter was .05% and the 90-day T-Bill was .05%.

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:** 10/14/2021 SLH

Supporting documents attached:

- Investment Report – September 2021

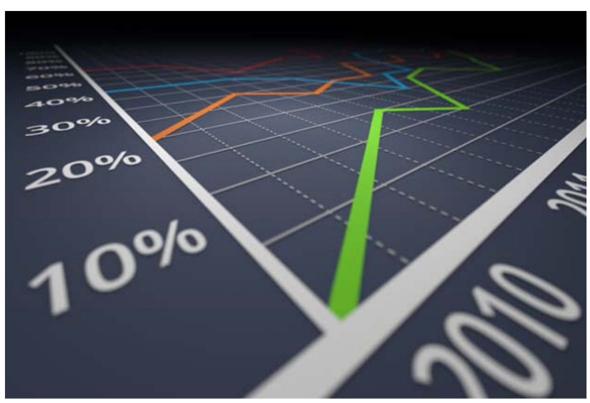
Recommendation: Move to acknowledge receipt of the Quarterly Investment Report ending September 30, 2021.

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

City of Alvin

Quarterly Investment Report

September 30, 2021



City of Alvin
Investment Report Commentary
For the Quarter Ended September 30, 2021

The City of Alvin's investment portfolio at September 30, 2021, was **$99,303,637,** which was an increase of $3,812,767 during the quarter. At June 30, 2021, to portfolio total was **$95,490,871**. The majority of the increase was due to the receipt of the ARP 2021 Rescue Funds of $3.3 million. The portfolio consists of $88 million invested in the Investment Pools, $619,000 in Fixed Income Securities (i.e. CD's and Municipal Bonds), and $1.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was **$14,134**. During the previous quarter, total interest was **$11,695**. The overall yield rate had a very slight increase during the quarter.

The City of Alvin earned a Weighted Average Yield-to-Maturity (WAM) rate of **.05%** during the current quarter. The market benchmark rate that is used as a comparison is the 90-day T-Bill which was **.05%** for the quarter. The City's yield was nearly the same as the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **.04%** and the 90-day T-Bill average was **.02%,** or 2 basis points more than the T-Bill rate.

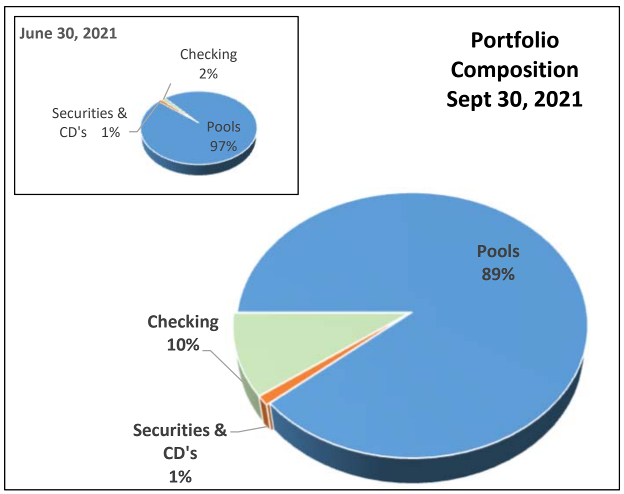
The overall Weighted Average Maturity (WAM in days) was **4.6 days** during the quarter, compared to **4.2 days** in the previous quarter. The WAM days are very low because 99% of the portfolio is invested in the 1 day maturities, primarily investment pools. The slight increase in the WAM during this quarter was due to the recent purchase of one fixed income security which has a longer-term maturity date. The City's maximum allowable maturity days varies on the type of investment which can range from 30 days to 3 years.

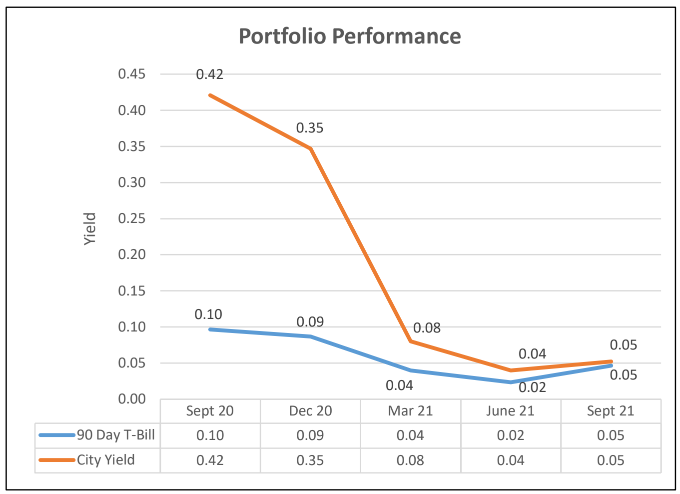
As mentioned above, the City's benchmark rate is the 90-day T-Bill, which was .05% for the quarter. The T-Bill rate a year ago at September 30, 2020, was .10%, and two years ago the rate was 1.93%.

According to the Texstar September 2021 newsletter dated October 12, 2021, "*The end of September brought new worries to the market, with rising concerns relating to uncertainty about U.S. fiscal policy, perceived Federal Reserve (Fed) hawkishness, high energy prices and the impact of tightness in global supply chains' impact on future U.S. and global growth*." The City of Alvin Finance Department will continue to monitor the market and the rates looking for the best options to increase our investment earnings, while remaining in a safe position. In addition, we are monitoring our bank depository balances more closely as the earnings credit rate for the bank account is currently at .25% (offset by fees).

City of Alvin
Investment Portfolio
September 30, 2021

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	June 30, 2021 Book Value	June 30, 2021 Market Value	Net Purchases & Disb During Qtr	September 30, 2021 Book Value	September 30, 2021 Market Value	Interest Earned During Qtr
Bank Depository/Demand Accounts			open	1	0.250%	1,391,761	1,391,761	8,635,147	10,026,908	10,026,908	2,424
Cert of Deposit - BMW Bank North Am.	05580AWS9	6/26/2020	6/27/2022	270	0.250%	249,000	249,391	-	249,000	249,334	1,556
Cert of Deposit - NY Community Bank	649447UC1	11/9/2020	11/9/2022	405	0.200%	250,000	250,200	-	250,000	250,180	1,250
Municipal Bond - Jefferson County	473502MT6	1/11/2021	8/1/2021		0.201%	260,000	261,002	(260,000)	-	-	1,307
Municipal Bond - Barber's Hill ISD	067167YC4	4/9/2021	2/15/2022	138	0.150%	350,000	360,619		350,000	356,222	1,313
Municipal Bond - Dallas ISD ISD	235308C43	9/30/2021	2/15/2023	503	0.190%	-	-	250,000	250,000	263,022	1
Investment Pool - Texstar			open	1	0.010%	49,111,973	49,111,973	(2,765,825)	46,346,147	46,346,147	1,175
Investment Pool - Texas Class			open	1	0.052%	32,379,930	32,379,930	(3,365,752)	29,014,178	29,014,178	4,248
Investment Pool - Texas Class (CRF 2020)			open	1	0.052%	3,002,156	3,002,156	395	3,002,551	3,002,551	395
Investment Pool - Texas Class (ARP 2021)			open	1	0.052%			3,310,875	3,310,875	3,310,875	83
Investment Pool - Texpool			open	1	0.023%	7,131,460	7,131,460	(1,999,696)	5,131,764	5,131,764	304
Investment Pool - Texpool (TIRZ#2)			open	1	0.023%	1,352,379	1,352,379	78	1,352,457	1,352,457	78
						$95,478,657	**$95,490,871**	**$3,805,223**	**$99,283,880**	**$99,303,637**	**$14,134**





	6/30/2021	9/30/2021
Book Value	$95,478,657	$99,283,880
Market Value	$95,490,871	$99,303,637
Change in MV		$3,812,767
Weighted Avg Maturity (days)	4.2	4.6
Weighted Avg YTM	0.04%	0.05%
Avg Yield of 90 day T-Bill	0.02%	0.05%
Accrued Interest @ 9/30/21		$4,120

Michael Higgins
Director of Administrative Services

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Watermark (located along the east side of Bypass 35 between House Street and South Street), being 103.5 acres of land containing 223 lots (60’ x 120’ typ.) and fourteen reserves in five blocks, out of the B.B.B.&C.R.R. Co. Survey, A-159, I.&G.N.R.R. Co. Survey, A-400, Brazoria County, Texas.

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

Summary: On July 29, 2021, the Engineering Department received the master preliminary plat of Watermark for review. The property is located along the east side of Bypass 35 between House Street and South Street. This master preliminary plat consists of 223 single-family residential lots, 14 reserves, and 5 blocks, and complies with the City of Alvin’s Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on September 21, 2021.

Staff recommends approval of the plat.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 10/14/2021 SLH

Supporting documents attached:

- Master Preliminary Plat of Watermark – Click Here

Recommendation: Move to approve a master preliminary plat of Watermark (located along the east side of Bypass 35 between House Street and South Street), being 103.5 acres of land containing 223 lots (60’ x 120’ typ.) and fourteen reserves in five blocks, out of the B.B.B.&C.R.R. Co. Survey, A-159, I.&G.N.R.R. Co. Survey, A-400, 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: 10/21/2021

Department: Administrative Services **Contact:** Michael Higgins, Dir. of Admin. Services

Agenda Item: Consider Ordinance 21-P, authorizing the issuance of approximately $4,800,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2021; approving related agreements; approving the preparation and distribution of an Official Statement; enacting other provisions relating thereto; and providing for the effective date thereof.

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

Summary: 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 to be partially funded from the proceeds of the 2021 Water & Sewer System Revenue Bonds are listed below:

Project Name	Partial Project Costs	Description of project
Lift Station #23 Expansion *Projected Construction Cost:* *<u>$19,794,697.75</u>*	$2,400,000	This project includes the expansion of Lift Station #23 from a firm pumping capacity of 2.02 Million Gallons per Day (MGD) to a firm pumping capacity of 9 MGD and elimination of lift stations 15 and 16. This project also includes the replacement of sanitary gravity mains along Steele Road, North Gordon, Rice Street, and Ave. E 1/2, with approximately 14,720 linear feet of new gravity mains, ranging in size from 15-inch to 30-inch, and replacing approximately 7,000 linear feet of 16-inch and 12-inch sanitary force main along Highway 35 Bypass with 24-inch force main.
WWTP Critical Improvements *Projected Construction Cost: $4,781,143*	$2,400,000	Complete critical WWTP facility improvements such as improvements in the influent screen and lift station, grit removal, a new blower at aeration basins, erosion

		control at the clarifiers, two new RAS pumps' valves and flow meters, new tanks and improvements at the chemical building, new gates/valves/gaur rail at the aerated sludge holding tank, one new blower, a blower replacement and miscellaneous improvements such as roof improvements, a new auto-dialer, and upsizing of the water line in the admin building.
Total:	***$4,800,000***	

City staff participated in ratings call with Standard & Poor's on September 14, 2021. Standard & Poor's affirmed the City's Revenue Bond rating of "A+/Stable" on the Series 2021 Water & Sewer System Revenue Bonds.

The Series 2021 Water and Sewer System Revenue Bonds are scheduled to be competitively bid at 10:00 a.m. on October 21, 2021. 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 21-P, authorizing the bond sale. Should City Council authorize the issuance of the Series 2021 Water & Sewer System Revenue Bonds, the bonds are expected to close, with funds deposited into the City's accounts on November 11, 2021.

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

Funding Account: ______ **Amount:** Approx. $4.8M **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/14/2021 SLH

Supporting documents attached:
- Ordinance 21-P
- Standard and Poor's Rating Summary
- Timetable for bond sale

Recommendation: Move to approve Ordinance 21-P, authorizing the issuance of $4,800,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2021; approving related agreements; approving the preparation and distribution of an Official Statement; enacting other provisions relating thereto; and providing for the effective date thereof.

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

CITY OF ALVIN

ORDINANCE NO. 21-P
AUTHORIZING THE ISSUANCE OF

CITY OF ALVIN, TEXAS
WATER AND SEWER SYSTEM
REVENUE BONDS
SERIES 2021

Adopted: October 21, 2021

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MISCELLANEOUS

ORDINANCE NO. 21-P

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS, WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021; APPROVING RELATED AGREEMENTS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

WHEREAS, City Council of the City of Alvin, Texas (the "City Council") finds and determines that the City of Alvin, Texas (the "City") is authorized by Chapter 1502, Texas Government Code, as amended (the "Act"), to issue bonds payable from the net revenues of its water and sewer system to provide funds to acquire, purchase, construct, improve, renovate, enlarge or equip such system; and

WHEREAS, the City Council hereby finds and determines that the issuance and delivery of the bonds hereinafter authorized is necessary and in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City Council finds and determines that it is necessary and in the best interest of the City and its citizens that its bonds shall be issued to pay for (i) costs related to acquiring, constructing, improving, equipping and extending the System (as hereinafter defined), and (ii) the costs of issuing the Bonds (as hereinafter defined), which the City Council hereby determines to be necessary and feasible, all in accordance with the Constitution and general laws of the State of Texas, particularly the Act; and

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

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1 Findings and Determinations. It is hereby found and determined that the findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 1.2 Approval and Authorization. The City Council approves the following provisions and authorizes the Mayor or Mayor Pro Tem, the City Manager, the Chief Financial Officer, the City Secretary and other appropriate officials of the City to execute all necessary documents relating thereto or in furtherance thereof.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

"Act" means Chapter 1502, Texas Government Code, as amended.

"Additional Parity Obligations" means all Parity Obligations hereafter issued or incurred by the City pursuant to Article VII.

"Annual Debt Service Requirements" means, for any fiscal or calendar year, an amount equal to the Debt Service of the particular Parity Obligations for which computation is being made, which will become due and payable during such annual period.

"Authorized Officer" means the City Manager or the Chief Financial Officer of the City (or the person performing the duties of the City Manager or Chief Financial Officer), who is authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

"Average Annual Debt Service Requirements" means the quotient obtained by dividing (i) the sum of the Debt Service of the particular Parity Obligations for which computation is being made which, on the date of such computation, are Outstanding within the meaning of this Ordinance from the date of computation to the date such Parity Obligations are to be paid by (ii) the number of years (or fractions thereof) from the interest payment date next preceding the date of computation to the date of final maturity of such Parity Obligations.

"Balloon Obligations" means Parity Obligations of a particular issue or series of Parity Obligations of which 25% or more of the principal or maturity amount of the same issue or series matures in the same year and is not required to be amortized below such percentage by payment or redemption prior to that year. An ordinance authorizing the issuance of Parity Obligations to be treated as Balloon Obligations shall designate such Parity Obligations as Balloon Obligations. Parity Obligations that include a put feature, a stepped-up interest rate and call right, or other similar obligation or right and incentive to refund may be treated as Balloon Obligations maturing in the year of the put, stepped-up interest rate, or other incentive if such Parity Obligations are designated as Balloon Obligations in the ordinance authorizing their issuance.

"Base Period" shall have the meaning ascribed thereto in Section 7.2 of this Ordinance.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the City, the Paying Agent/Registrar and DTC.

"Bond" or "Bonds" means the City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2021 authorized by Section 3.1 of this Ordinance.

"Bond Counsel" means Bracewell LLP.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close.

“City” means the City of Alvin, Texas or the City Council of the City acting in its official capacity.

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

“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 Regulations 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).

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Dated Date” means November 1, 2021.

“Debt Service” means, for any given period, the principal of, premium, if any, interest and other payments on the Parity Obligations scheduled to become due and payable during such period subject to the following special rules:

(a) Debt Service shall exclude interest which has been capitalized or for which amounts have been set apart in a dedicated fund or account;

(b) Interest accruing on Parity Obligations issued as capital appreciation bonds or capital appreciation notes shall be treated as principal payable at maturity of such bonds or notes;

(c) Interest (other than on capital appreciation bonds or notes) shall be deemed to accrue monthly and principal also shall be deemed to accrue monthly but only during the twelve months immediately preceding any scheduled principal payment (or during such shorter periods as may be appropriate if principal payments are more frequent than every twelve months);

(d) Debt Service shall be calculated on the assumption that no Parity Obligations will cease to be Outstanding except by reason of payment on their scheduled payment dates, unless the City has affirmatively elected to prepay such obligations, and any demand features or put features exercisable by the holders of Parity Obligations or Parity Notes prior to scheduled payment dates shall not be taken into account in computation of Debt Service;

(e) Debt Service on Parity Obligations which bear interest at variable or adjustable rates such that future rates cannot be ascertained, shall be calculated using a rate which shall be estimated and certified by the Chief Financial Officer (or the officer of the City performing the duties of the Chief Financial Officer) as that rate which would have been borne by such Parity Obligations if on the date of certification they had been issued as twenty-five year obligations bearing a fixed rate of interest, but such interest rate shall not be less than the following: (i) if interest is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer “Revenue Bond Index” (or comparable index if no longer published) plus fifty (50) basis points or (ii) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus fifty (50) basis points;

(f) If any of the Parity Obligations constitute Balloon Obligations, then such amounts shall be treated as if such Obligations are refunded through the issuance of Parity Obligations having a twenty-five year level amortization bearing interest at the rates provided by paragraph (e) above, on the date of the earliest permitted exercise of the put feature, stepped-up interest rate and call feature or similar obligation or right and incentive to refund as further set forth in the ordinance authorizing a series of Balloon Obligations or the final maturity date of such Balloon Obligations, as the case may be;

(g) Debt Service on Parity Notes, so long as their payment is secured by a Parity Credit Agreement or issued under a Parity Credit Agreement that established a direct purchase note program or similar short-term or interim borrowing program during the term of such Parity Credit Agreement, shall be computed on the assumption that the principal amount of such Parity Notes shall be financed and refinanced as if such principal amount were to be refinanced in the next ensuing Fiscal Year through the issuance of Parity Obligations having a twenty-five year level amortization bearing interest at the rates provided in paragraph (e) above;

(h) Parity Credit Agreements shall not be deemed to impose any additional Debt Service by reason of the repayment or reimbursement obligations that they impose, but any periodic payments they require for the continued availability of the Parity Credit Agreement shall be included within the computation of Debt Service;

(i) Debt Service on Parity Contract Obligations shall mean all amounts scheduled to be paid thereunder by the City other than for purposes that would qualify as Maintenance and Operation Expenses.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar, 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 of the City as shall be set from time to time by the City Council.

"Gross Revenues" means while any Outstanding Parity Obligations are Outstanding, all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System and the interest income from the investment or deposit of money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund and any other revenues hereinafter pledged to the payment of all Parity Obligations. When used with reference to the Bonds and any Additional Parity Obligations hereafter issued, Gross Revenues shall not include any of the following:

(a) utility deposits and other funds collected by the City to which a third party holds a contractually based reversionary interest or other legal or equitable ownership interest;

(b) payments received from the federal government, unless the City first receives an opinion from nationally recognized bond counsel to the effect that such payments, if included in Gross Revenues, would not adversely affect the excludability of the interest on any Parity Obligations the interest on which is otherwise excludable from gross income for federal income tax purposes;

(c) the proceeds of any Parity Obligations;

(d) any monies received as grants, appropriations, or gifts unless they are designated by official action of the City Council at the time of receipt as being included as part of Gross Revenues; and

(e) the revenue or income derived from a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities that are pledged for the requirements of the obligations issued to finance Special Projects or the revenue or income derived from the operation of such Special Projects, unless otherwise provided by City Council.

"Initial Bond" means the Initial Bond authorized by Section 3.4(d) of this Ordinance.

"Initial Purchaser" means the initial purchaser of the Bonds identified in Section 9.1 of this Ordinance.

"Insurer" means Build America Mutual Assurance Company.

"Interest and Sinking Fund" means the interest and sinking fund for payment of principal of and interest on the Bonds described in Section 6.5 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of stated maturity or prior redemption, such dates being February 1 and August 1 of each year, commencing on February 1, 2022.

"Maintenance and Operation Expenses" means the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to provide efficient service (but only such repairs and extensions as, in the judgment of City Council, are necessary to (i) keep the System in operation and provide adequate service to the City and its residents, or (ii) respond to a physical accident or condition which would otherwise impair the System), which expenses include payments to the City's general fund or other funds for expenses, salaries, materials and labor associated with the operation and maintenance of the System, and all payments under contracts now or hereafter defined as operating expenses by the Legislature of the State of Texas. Maintenance and Operation Expenses shall specifically exclude the following:

(a) any allowance for depreciation, property retirement, depletion, or obsolescence;

(j) other items not requiring an outlay of cash;

(k) so long as payments received from the federal government are excluded from Gross Revenues, an amount of expenses that would otherwise constitute Maintenance and Operation Expenses for such period equal to the payments received from the federal government for such period to the extent that the payments received from the federal government are used to pay such expenses; and

(l) so long as monies received as grants, appropriations or gifts are excluded from Gross Revenues, an amount of expenses that would otherwise constitute Maintenance and Operation Expenses for such period equal to such grants, appropriations or gifts to the extent that they are used to pay such expenses.

"Maximum Annual Debt Service" means the maximum Annual Debt Service Requirements calculated for any future Fiscal Year.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

"Ordinance" means this bond ordinance and all amendments hereof and supplements hereto.

"Outstanding" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations authenticated and delivered under this Ordinance, except:

(a) Parity Obligations theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(m) Parity Obligations for whose payment or redemption money or securities authorized for that purpose under Texas law shall have theretofore been deposited with the Paying Agent/Registrar or any paying agent or escrow agent for such Parity Obligations in trust for the Owners of such Parity Obligations pursuant to this Ordinance; provided, that, if such Parity Obligations are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Ordinance or irrevocable provision for the giving of such notice satisfactory to the Paying Agent/Registrar has been made pursuant to this Ordinance; and

(n) Parity Obligations upon transfer of or in exchange for or in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance.

"Owner" when used with respect to any Bond, means the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners mean the Owners at the particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under this Ordinance, exclusive of Bonds held by the City.

"Parity Bonds" means the Bonds, the Series 2018 Bonds, the Series 2019 Bonds, the Series 2020 Bonds, and each series of Additional Parity Obligations from time to time hereafter issued, but only to the extent such Parity Bonds remain Outstanding.

"Parity Contract Obligations" means capitalized lease obligations, installment purchase agreements, purchase contracts or other contract agreements to acquire, purchase, improve or install facilities of the System, other than goods and services that are acquired in the ordinary course of business, that are shown on the liability side of the balance sheet under generally accepted accounting principles and are secured by a first lien on and a pledge of Net Revenues.

"Parity Credit Agreements" means all Parity Credit Agreements to which the City is a party as permitted in Section 7.4.

"Parity Notes" means all Parity Notes issued by the City from time to time pursuant to Section 7.3.

"Parity Obligations" means any Parity Bonds, Parity Notes, Parity Contract Obligations and Parity Credit Agreements issued or incurred by the City.

"Paying Agent/Registrar" means initially Zions Bancorporation, National Association, Amegy Bank Division, 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 Bonds.

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

"Register" means the books of registration kept by the Paying Agent/Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"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.

"Reserve Fund" means the Reserve Fund established by Section 6.3 of this Ordinance and further described in Section 6.6 of this Ordinance.

"Reserve Fund Participant Account" means the account described and so named in Section 6.6 of this Ordinance.

"Reserve Fund Participants" means, with respect to Parity Obligations, any series of Parity Obligations designated by a resolution authorizing the issuance of such Parity Obligations as "Reserve Fund Participants" and secured by a lien on the Reserve Fund Participant Account of the Reserve Fund.

"Reserve Fund Surety Obligation" means (i) any surety bond or insurance policy having a rating in one of the three highest generic rating categories by one of Moody's Investors Service, Inc., Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, or Fitch Ratings, Inc. (or if such entities are no longer in existence, by comparable services), issued to the City for the benefit of the Owners of the Parity Obligations (or a particular issue or series of Parity Obligations) to satisfy any part of the Reserve Fund Requirement, if any, for such Parity Obligations (or a particular issue or series of Parity Obligations); and (ii) to the extent allowed by law, a letter or line of credit issued by any financial institution, provided that a rating agency having an outstanding rating on the Parity Obligations would rate the Parity Obligations in one or its three highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the series of Parity Obligations and the interest thereon.

"Reserve Fund Requirement" means the amount, if any, specified in a resolution authorizing Parity Obligations as the Reserve Fund Requirement or, if not so specified, $0. There is no Reserve Fund Requirement for the Bonds.

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

"SEC" means the United States Securities and Exchange Commission.

"Series 2018 Bonds" means the City's Water and Sewer System Revenue Bonds, Series 2018.

"Series 2019 Bonds" means the City's Water and Sewer System Revenue Bonds, Series 2019.

"Series 2020 Bonds" means the City's Water and Sewer System Revenue Bonds, Series 2020.

"Series 2021 Project Fund" means the separate fund of the City established in Section 9.3 of this Ordinance.

"Special Project" means, to the extent permitted by law, any waterworks or sanitary sewer system property, improvement or facility declared by the City not to be part of the System and substantially all of the costs of acquisition, construction, and installation of which is paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes or Gross Revenues or Net Revenues of the System, and for which all maintenance and operation expenses are payable from sources other than Gross Revenues or Net Revenues of the System.

"System" means all properties, facilities, improvements, equipment, interests, and rights constituting the water and sewer system of the City, including all future extensions, replacements, betterments, additions, and improvements to the System. The System shall not include any Special Project.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. Whenever in the Ordinance an office or officer of the City is named or referred to by title, it shall be deemed to include any office or officer of the City succeeding to the principal functions and powers of the named office or officer of the City, including an individual serving in that capacity on an interim basis. The 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. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Obligations and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Parity Obligations.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Authorization and Authorized Amount. The Bonds shall be issued, pursuant to the Act, in fully registered form in the principal amount of $4,630,000 to pay for (i) costs related to acquiring, constructing, improving, equipping and extending the System, and (ii) the costs of issuing the Bonds, which the City Council hereby determines to be necessary and feasible, all in accordance with the Constitution and general laws of the State of Texas, particularly the Act.

Section 3.2 Designation, Date, and Interest Payment Dates. The Bonds shall be designated as "City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2021," and shall be dated the Dated Date. The Bonds shall bear interest at the rates set out in Section 3.3 of this Ordinance from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on each Interest Payment Date until stated maturity or prior redemption.

Section 3.3 Principal Amounts and Interest Rates; Numbers and Denominations.

(a) The Bonds shall be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof and shall be numbered specifically from R-1, upward, except for the Initial Bond, which shall be numbered I-1. The Bonds may be transferred and exchanged as set out in this Ordinance. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(b) The Bonds shall mature, subject to prior redemption in accordance with this Ordinance, on February 1 in each of the years and in the amounts set out in the following schedule.

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2023	$235,000	5.000%	2033	$230,000	2.000%
2024	235,000	5.000	2034	230,000	2.000
2025	235,000	5.000	2035	230,000	2.000
2026	235,000	5.000	2036	230,000	2.000
2027	235,000	5.000	2037	230,000	2.000
2028	235,000	5.000	2038	230,000	2.000
2029	230,000	5.000	2039	230,000	2.000
2030	230,000	5.000	2040	230,000	2.125
2031	230,000	2.000	2041	230,000	2.125
2032	230,000	2.000	2042	230,000	2.250

Section 3.4 Execution of Bonds; Seal. (a) The Bonds shall be signed on behalf of the City by the Mayor or Mayor Pro Tem and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Paying Agent/Registrar's Authentication Certificate, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond 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, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State of Texas, and registered and manually signed by the Comptroller, shall be delivered to the Initial Purchaser or its designee.

Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver definitive Bonds to DTC.

Section 3.5 Payment of Principal and Interest. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

Section 3.6 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues to be unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

Section 3.7 Ownership; Unclaimed Principal and Interest. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.8 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its Designated Payment/Transfer Office, and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 3.9 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Paying Agent/Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar. The City or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(i) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

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

(iii) pay 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 may be imposed; and

(iv) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond 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.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

Section 3.11 Book-Entry System. (a) The Initial Bond shall be registered in the name of the Initial Purchaser. Except as provided in Section 3.12 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds 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 DTC Participant holds an interest in the Bonds, 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 Bonds, (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 Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. 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 Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds 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 payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond 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 of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, 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 and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds 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 Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds 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 Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

ARTICLE IV

REDEMPTION PROVISIONS

Section 4.1 Optional Redemption.

(a) The City has reserved the right to redeem at its option the Bonds maturing on and after February 1, 2031, in whole or from time to time in part, before their respective scheduled maturity dates, on February 1, 2030, 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 Bonds to be redeemed.

Section 4.2 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.1 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amount with respect to Term Bonds) and the principal 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 Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) Principal amounts may be redeemed only in integral multiples of $5,000. If a Bond subject to redemption is in a denomination larger than $5,000, a portion of such Bond may be redeemed, but only in integral multiples of $5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.8 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity, Issuance Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 4.3 Notice of Redemption.

(a) Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least 30 days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register.

(b) Notice shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.1 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 Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

(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.

ARTICLE V

FORM OF BOND; BOND INSURANCE

Section 5.1 Form of Bond.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited 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 legend relating to bond insurance for the Bonds or reproduction of an opinion of counsel) as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) The definitive Bonds may be produced by any customary method, as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2 CUSIP Numbers. The City may secure identification numbers through the CUSIP Global Services, 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 authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds 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 are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3 Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Bond.

Section 5.4 Bond Insurance. The Initial Purchaser has obtained bond insurance from the Insurer and the Bonds may bear an appropriate legend as provided by the Insurer. The premium for any bond insurance obtained by the Initial Purchaser shall be the responsibility of the Initial Purchaser.

ARTICLE VI

SECURITY AND SOURCE OF PAYMENT FOR ALL PARITY OBLIGATIONS

Section 6.1 Pledge and Source of Payment.

(a) The City hereby covenants and agrees that all Gross Revenues of the System shall be deposited and paid into the special funds established for the Parity Obligations, as provided in this Ordinance, and shall be applied in the manner set out herein, to provide for the payment of all Maintenance and Operation Expenses and to provide for the payment of principal, interest and any redemption premium of the Parity Obligations and all expenses of paying, securing and insuring the same. The Parity Obligations shall constitute special obligations of the City that shall be payable solely from, and shall be equally and ratably secured by a first lien on, the Net Revenues, as collected and received by the City, from the operation and ownership of the System, which Net Revenues shall, in the manner herein provided, be set aside for and pledged to the payment of the Parity Obligations in the Interest and Sinking Fund. For the additional benefit of the owners of the Parity Obligations that are Reserve Fund Participants, the City hereby further grants a lien on the Reserve Fund Participant Account of the Reserve Fund, as and to the extent provided in any subsequent ordinance authorizing such Parity Obligations. For the additional benefit of the owners of the Parity Obligations that are not Reserve Fund Participants, the City may create one or more additional separate accounts within the Reserve Fund and grant a lien on such accounts for the benefit of the Owners of such series of Parity Obligations, all as more particularly described in Section 6.6 of this Ordinance. Except with respect to the Reserve Fund Participant Account or the other separate accounts of the Reserve Fund described in this Section or applicable ordinance authorizing the issuance of Parity Obligations, all Parity Obligations shall be in all respects on a parity with and of equal dignity with one another.

(b) The Bonds, together with any Additional Parity Obligations, are special obligations of the City, payable solely from the Net Revenues. The Owners of the Parity Obligations shall never have the right to demand payment out of any funds raised or to be raised by taxation.

(c) The Net Revenues hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or any further act, and the lien of this pledge shall be valid and binding as against all parties of any kind having a claim of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 6.2 Rates and Charges. So long as any Parity Obligations remain Outstanding, the City shall fix, charge and collect rates and charges for the use and services of the System which are fully sufficient to produce Net Revenues in each Fiscal Year at least equal to 115% of the Annual Debt Service Requirements for such Fiscal Year on all Parity Obligations then Outstanding, plus an amount equal to the sum of all deposits required to be made to the Reserve Fund in such Fiscal Year; but in no event shall Net Revenues ever be less than the amount required to maintain the Interest and Sinking Fund and the Reserve Fund as hereinafter provided, and, to the extent that funds for such purpose are not otherwise available, to pay all other outstanding obligations payable from the Net Revenues of the System, as and when the same become due.

The City will not grant or permit any free service from the System except for public buildings and institutions operated by the City.

Section 6.3 Special Funds.

(a) The following special funds are hereby created, established and confirmed, and such funds shall be maintained and accounted for as hereinafter provided, so long as any Parity Obligations remain Outstanding:

(i) Water & Sewer System Operational Fund (the "Revenue Fund");

(ii) Water and Sewer System Revenue Bonds Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(iii) Water and Sewer System Revenue Bonds Reserve Fund (the "Reserve Fund").

The Revenue Fund shall be maintained as a separate account on the books of the City. The Interest and Sinking Fund and the Reserve Fund shall be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City and shall constitute trust funds which shall be held in trust for the benefit of the Owners of the Parity Obligations and the proceeds of which shall be and are hereby pledged to the payment of the Parity Obligations. All of the Funds named above shall be used solely as provided in this Ordinance so long as any Parity Obligations remain Outstanding.

(b) The City reserves the right to establish additional accounts and subaccounts within any fund as necessary or desirable in furtherance of the intents, and purposes of the City. Each such account or subaccount within a fund shall be designated in a manner that indicates the identity of such fund and that distinguishes such account or subaccount from all other accounts and subaccounts established under this Ordinance.

(c) The City reserves the right to establish one or more additional funds or accounts for such purposes as the City may determine from time to time, including, but not limited to the purposes of providing for the issuance of obligations that are secured by a lien on the Net Revenues of the System that are subordinate to that securing the Parity Obligations and the creation of reserves for any lawful City purpose.

Section 6.4 Flow of Funds. All Gross Revenues of the System (except for interest and earnings on investments in the Reserve Fund and the Interest and Sinking Fund) shall be deposited as collected into the Revenue Fund. Money from time to time on deposit in the Revenue Fund shall be applied as follows in the following order of priority:

(a) First, to pay Maintenance and Operation Expenses.

(b) Second, to make all deposits into the Interest and Sinking Fund required by this Ordinance and any ordinance authorizing the issuance of Additional Parity Obligations.

(c) Third, on a pro rata basis to the Reserve Fund Participant Account, if any, and each debt service reserve fund account of the Reserve Fund created by any ordinance authorizing the issuance of Parity Obligations, when and in the amounts required by this Ordinance and any ordinance authorizing Additional Parity Obligations.

(d) Fourth, to make deposits to any funds and accounts designated for subordinate lien obligations by future action of the City Council.

(e) Fifth, for (i) the payment of any certificates of obligation or general obligation bonds or refunding bonds issued for a System purpose or secured by a pledge of System Revenues that is not on parity with the Parity Obligations or any future obligations with a pledge of revenues superior to that securing such obligations, including, without limitation the City's Outstanding Tax and Revenue Certificates of Obligation Series 2015, (ii) the payment of a franchise fee or similar charge for the benefit of operating the System as established by the City Council from time to time, (iii) the redemption prior to maturity of any Outstanding Parity Obligations or other obligations secured by or payable from revenues of the System, or (iv) any lawful System purpose.

Whenever the total amounts on deposit to the credit of the Interest and Sinking Fund and the Reserve Fund shall be equivalent to the sum of the aggregate principal amount of all Outstanding Parity Obligations plus the aggregate amount of all interest accrued and to accrue thereon, no further payments need be made into the Interest and Sinking Fund or the Reserve Fund and such Parity Obligations shall not be regarded as being Outstanding except for the purpose of being paid with money on deposit in such Funds.

Section 6.5 Interest and Sinking Fund. On or before the last Business Day of each month so long as any Parity Obligations remain Outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, there shall be transferred into the Interest and Sinking Fund from the Revenue Fund, such amounts as will be sufficient, when added to amounts already on deposit therein, to equal the aggregate amount of (i) Debt Service on all Parity Obligations accrued through such date, plus (ii) all charges and other costs and expenses relating thereto accrued through such date.

Money deposited to the credit of the Interest and Sinking Fund shall be used solely for the purpose of paying principal (at stated maturity or prior redemption or to purchase Parity Obligations issued as term bonds in the open market to be credited against mandatory redemption requirements), interest, any redemption premium and other amounts due on the Parity Obligations, plus all bank charges and other costs and expenses relating to such payment. On or before each payment date on the Parity Obligations, the City shall transfer from the Interest and Sinking Fund to the paying agent for the Parity Obligations amounts sufficient to make such payment.

Section 6.6 Reserve Fund.

(a) The City reserves the right to establish and maintain as hereinafter provided a balance in the Reserve Fund Participant Account or other subaccount within the Reserve Fund equal to the Reserve Fund Requirement for Parity Obligations that are secured thereby as established in an ordinance authorizing such Parity Obligations. The City may establish and maintain a balance in the Reserve Fund Participant Account of the Reserve Fund equal to the

Reserve Fund Requirement for the Parity Bonds that are secured thereby. Alternatively, within the Reserve Fund, subaccounts may be established pursuant to an ordinance authorizing a particular series of Parity Bonds into which the applicable Reserve Fund Requirement for the particular series of Parity Bonds that are not Reserve Fund Participants may be deposited. The City is not obligated to establish a Reserve Fund Requirement or utilize the Reserve Fund in connection with the issuance of any future series of Parity Obligations.

(b) The establishment of or any increase in the Reserve Fund Requirement resulting from the issuance of any Parity Obligations shall be specified in the ordinance authorizing the issuance of such Parity Obligations. The Reserve Fund Requirement shall, as provided in the resolution authorizing such Parity Obligations, be satisfied by depositing to the credit of the Reserve Fund Participant Account (in the case of Additional Parity Obligations that are Reserve Fund Participants) or such other designated accounts, as applicable, (in the case of Additional Bonds that are not Reserve Fund Participants) of the Reserve Fund (i) after making required transfers from the Revenue Fund into the Interest and Sinking Fund, transfers into the Reserve Fund from the Revenue Fund, in approximately equal monthly installments made on or before the last Business Day of each month following the month of delivery of such Parity Obligations, amounts sufficient to accumulate within sixty (60) months the Reserve Fund Requirement; (ii) proceeds of such Parity Obligations or other lawfully available funds in not less than the amount which, together with investment earnings thereon as estimated by the City, will be sufficient to fund fully the Reserve Fund Requirement by no later than the end of the period of time for which the payment of interest on such Parity Bonds has been provided out of proceeds of such Additional Parity Obligations or investment earnings thereon as estimated by the City or from other lawfully available funds other than Net Revenues; or (iii) a Reserve Fund Surety Obligation that is in an amount equal to the amount required to be funded. Any downgrade of an issuer of a Reserve Fund Surety Obligation shall have no effect on the value of such instrument for the purposes of meeting the Reserve Fund Requirement and the City shall have no obligation to supplement or replace such Reserve Fund Surety Obligation or make additional cash contributions to the Reserve Fund as a result of such downgrade. The City further expressly reserves the right to substitute at any time a Reserve Fund Surety Obligation for any funded amounts in the Reserve Fund and to apply the funds thereby released for any lawful purpose, including without limitation any purpose for which Parity Obligations may be issued or in order to pay debt service on Parity Obligations (and with respect to funds on deposit in the Reserve Fund that are proceeds of the Parity Obligations, such released funds may only be used for any purpose for which Parity Obligations may be issued or in order to pay debt service on the Parity Obligations). The City also reserves the right to provide for the use of a Reserve Fund Surety Obligation in relationship to a series-specific debt service reserve requirement as may be required under any ordinance authorizing the issuance of Parity Obligations.

(c) In any month in which any account of the Reserve Fund contains less than the applicable Reserve Fund Requirement (or so much thereof as shall then be required to be therein if the City has elected to accumulate the Reserve Fund Requirement for any series of Bonds as above provided), then on or before the last Business Day of such month, after making all required transfers to the Interest and Sinking Fund, there shall be transferred on a pro rata basis into the Reserve Fund Participant Account (in the case of Parity Obligations that are Reserve Fund Participants) and such other designated accounts, as applicable, (in the case of Parity Obligations that are not Reserve Fund Participants) of the Reserve Fund from the Revenue Fund, such amounts as shall be required to permit the City to pay all obligations under Reserve Fund Surety Obligation allocable to the Reserve Fund Participant Account or such other designated accounts, as applicable, within a twelve (12) month period and such additional amounts as shall be sufficient to enable the City within a twelve (12) month period to reestablish in the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, as applicable, the Reserve Fund Requirement for the Parity Obligations secured thereby; provided, however, that in the event that such monthly transfer requirements ever exceed one-twelfth (1/12th) of the Maximum Annual Debt Service Requirements scheduled to occur in any future Fiscal Year on all Parity Obligations then Outstanding, any remaining required transfers shall be accomplished pursuant to Section 6.7 below. After such amounts have been accumulated in the Reserve Fund Participant Account and such other designated accounts (as described above), and so long thereafter as such accounts contain the Reserve Fund Requirement, no further transfers shall be required to be made into the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, and any excess amounts in such accounts shall be transferred to the Interest and Sinking Fund or such other Funds as may be permitted by federal tax law. But if and whenever the balance in the Reserve Fund Participant Account or such other designated accounts is reduced below the applicable Reserve Fund Requirement, monthly transfers to such accounts shall be resumed and continued in such amounts as shall be required to restore the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, as applicable, to such amount within a twelve (12) month period.

(d) The Reserve Fund Participant Account shall be used to pay the principal of and interest on the Parity Bonds that are Reserve Fund Participants at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose (with the requirement that all cash and investments on deposit in such account be depleted before drawing upon any Reserve Fund Surety Obligation, unless provided otherwise in each of the Reserve Fund Surety Obligations allocable to the Reserve Fund Participant Account) and to repay amounts drawn under any Reserve Fund Surety Obligation allocable to such Reserve Fund Participant Account for such purpose, together with interest thereon, in accordance with the terms of the City's reimbursement obligations incurred in connection with such Reserve Fund Surety Obligation. The Reserve Fund Participant Account may also be used to make the final payments for the retirement or defeasance of all Parity Obligations then Outstanding that are secured thereby.

(e) With respect to any Series of Parity Obligations that are not Reserve Fund Participants (such as the Bonds), any account created within the Reserve Fund for the benefit of such series of Parity Obligations shall be used to pay the principal and interest on such series of Parity Obligations at any time when there is not sufficient money available if the Interest and Sinking Fund for such purpose (with the requirement that all cash and investments on deposit in such account be depleted before drawing upon any Reserve Fund Surety Obligation, unless provided otherwise in each of the Reserve Fund Surety Obligations allocable to such account) and to repay amounts drawn under any Reserve Fund Surety Obligation allocable to such account for such purpose, together with interest thereon, in accordance with the terms of the City's reimbursement obligations incurred in connection with such Reserve Fund Surety Obligation. Any such account shall also be used to make the final payments for the retirement and defeasance of the series of Parity Obligations then Outstanding that are secured thereby.

(f) The City directs and requires the Paying Agent/Registrar for any series of bonds benefitting from a Reserve Fund Surety Obligation to ascertain the necessity for claim or draw upon the applicable Reserve Fund Surety Obligation, and to provide notice to the issuer thereof in accordance with its terms and to make such claims or draws thereon as may be necessary to provide for the timely payment of principal of and interest on the Parity Obligations to which it pertains.

(g) The Bonds are not a Reserve Fund Participant. No account has been established within the Reserve Fund for the benefit of the Bonds, and there is no Reserve Fund Requirement for the Bonds.

Section 6.7 Deficiencies in Funds. If in any month there shall not be deposited into any Fund maintained pursuant to this Article the full amounts required herein, amounts equivalent to such deficiency shall be set apart and paid into such Fund or Funds from the first available and unallocated money in the Revenue Fund, and such payment shall be in addition to the amounts otherwise required to be paid into such Funds during the succeeding month or months. To the extent necessary, the rates and charges for the System shall be increased to make up for any such deficiencies.

Section 6.8 Investment of Funds; Transfer of Investment Income.

(a) Money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund may, at the option of the City, be invested as permitted by law (including through a guaranteed investment contract authorized by section 2256.015 of the Texas Government Code); provided that all such deposits and investments shall be made in such manner that the money within each Fund will be available at the proper time or times, and provided further that in no event shall such deposits or investments of money in the Reserve Fund mature later than the final maturity date of the Parity Obligations. Any obligation in which money is so invested shall be kept and held in the Fund from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Parity Obligations.

(b) All interest and income derived from such deposits and investments shall be credited as received to the Fund from which the investment was made.

ARTICLE VII

ADDITIONAL PARITY OBLIGATIONS

Section 7.1 Additional Parity Obligations Generally. The City reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Obligations or any other bonds, notes, or obligations of the City issued in connection with or payable from the revenues of the System), one or more series of Additional Parity Obligations payable from and secured by a first lien on the Net Revenues of the System on a parity with the Bonds and any then Outstanding Parity Obligations. Additional Parity Obligations may mature on any date in any of the years in which they are scheduled to mature.

Section 7.2 Conditions Precedent to the Issuance of Additional Parity Obligations. The City may issue Additional Parity Obligations if the following conditions have been met:

(a) The Interest and Sinking Fund and the accounts within the Reserve Fund each contain the amount of money then required to be on deposit therein;

(b) For either the preceding Fiscal Year or any consecutive 12-month period out of the 18-month period immediately preceding the month in which the ordinance authorizing such Additional Parity Obligations is adopted (the "Base Period"), either:

> (i) Net Revenues of the System were equal to at least 115% of the Average Annual Debt Service Requirements on all Parity Obligations that will be Outstanding after the issuance of the series of Additional Parity Obligations then proposed to be issued, as certified by the City's Chief Financial Officer (or the officer of the City performing the duties of the Chief Financial Officer) or by an independent certified public accountant or firm of independent certified public accountants; or
>
> (ii) Net Revenues of the System, as adjusted to give effect to any rate increase for the System that has been in effect for at least 60 days prior to the adoption of the ordinance authorizing the issuance of the series of Additional Parity Obligations then proposed to be issued, to the same extent as if such rate increase had been in effect for the entire Base Period, would have been at least equal to the amount required in paragraph (1) above, as certified by an independent consulting engineer or independent firm of consulting engineers;

provided, however, that this requirement shall not apply to the issuance of any series of Additional Parity Obligations for refunding purposes that will have the result of reducing the Average Annual Debt Service Requirements on Parity Obligations or for the purpose of providing permanent financing for funds borrowed under a commercial paper program or a direct purchase note program.

(c) Provision is made in the bond ordinance authorizing the Additional Parity Obligations then proposed to be issued for appropriate additional or larger payments to be made into the Interest and Sinking Fund in such additional amounts as are required by the payment of all principal of and interest on the Additional Parity Obligations, as the same comes due.

Section 7.3 Parity Notes. The City reserves the right to issue, for any lawful purpose for which it may issue Parity Obligations, Parity Notes payable from and secured by a first lien on and pledge of Net Revenues; provided, however, that no Parity Notes may be issued unless:

(a) Each of the requirements contained in Section 7.2 has been satisfied; and

(b) The payment of principal of and interest on the Parity Notes is guaranteed by or comparably secured by a Parity Credit Agreement or the Parity Notes are issued under a Parity Credit Agreement that establishes a direct purchase note program or similar short-term or interim borrowing program.

Section 7.4 Parity Credit Agreements. To the extent permitted by law, the City reserves the right to enter into Parity Credit Agreements for the purpose of contracting with financial institutions to issue letters of credit, insurance policies, surety bonds, guarantees or other instruments to further secure Parity Obligations, Parity Notes and Parity Contract Obligations. The City may enter into Parity Credit Agreements for such purpose and secure its obligations under such Parity Credit Agreements, including its obligations to repay and reimburse the issuers of such Parity Credit Agreements for any advances or payments that they make, by a first lien on and pledge of the Net Revenues, on a parity with the other Parity Obligations; provided, however, that the City shall not enter into any Parity Credit Agreements unless:

(a) The Chief Financial Officer of the City (or the officer of the City performing the duties of the Chief Financial Officer) certifies in writing with respect to a letter of credit, insurance policy, surety bond, guarantee or similar instrument to further secure Parity Obligations, Parity Notes or Parity Contract Obligations that the acquisition and entering such Parity Credit Agreement will reduce the overall costs to the City with respect to the Parity Obligations, Parity Notes or Parity Contract Obligations to be secured by such Parity Credit Agreement; provided, however, that such a finding shall not be required in connection with a note purchase agreement that establishes a direct purchase note program or similar short-term or interim borrowing program; and

(b) The Parity Credit Agreement and all contracts and proceedings related thereto are approved by the Attorney General of the State of Texas to the extent required by law.

Section 7.5 <u>Parity Contract Obligations</u>. To the extent permitted by law, the City reserves the right to incur Parity Contract Obligations or enter into credit agreements or contractual obligations for any lawful purpose for which it may issue Parity Obligations and Parity Notes payable from and secured by a first lien on and pledge of Net Revenues; provided, however, that no Parity Contract Obligations may be incurred unless:

(a) Each of the requirements (a) through (c) contained in Section 7.2 has been satisfied; and

(b) The Parity Contract Obligation and all procedures related thereto are approved by the Attorney General of the State of Texas to the extent required by law.

Section 7.6 <u>Subordinate Lien Bonds</u>. The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Net Revenues that are junior and subordinate to the lien on the Net Revenues securing payment of the Parity Obligations. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purpose.

Section 7.7 <u>Special Project Bonds</u>. The City reserves the right to issue revenue bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

ARTICLE VIII

COVENANTS AND PROVISIONS RELATING TO ALL PARITY OBLIGATIONS

Section 8.1 <u>Punctual Payment of Parity Obligations</u>. The City will punctually pay or cause to be paid the interest on and principal of all Parity Obligations according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in any ordinance authorizing the issuance of Additional Parity Obligations.

Section 8.2 Maintenance of System. So long as any Parity Obligations remain Outstanding, the City covenants that it will at all times maintain the System, or within the limits of its authority cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. In operating and maintaining the System, the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative, or judicial body promulgating the same, noncompliance with which would materially and adversely affect the operation of the System.

Section 8.3 Sale or Encumbrance of System. So long as any Parity Obligations remain Outstanding, the City will not sell, dispose of or, except as permitted herein, further encumber the System; provided, however, that this provision shall not prevent the City from disposing of any portion of the System which is being replaced or is deemed by the City to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Any agreement pursuant to which the City contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

Section 8.4 Insurance. The City further covenants and agrees that it will keep the System insured with insurers of good standing against risks, accidents or casualties against which and to the extent customarily insured against by political subdivisions of the State of Texas operating similar systems, to the extent that such insurance is available at a reasonable cost. The cost of all such insurance together with any additional insurance, shall be a part of the Maintenance and Operation Expenses. All net proceeds of such insurance shall be applied to repair or replace the insured property that is damaged or destroyed, or to make other capital improvements to the System, or to redeem Parity Obligations.

Section 8.5 Accounts, Records, and Audits. So long as any Parity Obligations remain Outstanding, the City covenants and agrees that it will maintain a proper and complete system of records and accounts pertaining to the operation of the System in which full, true and proper entries will be made of all dealings, transactions, business and affairs which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof. The City shall after the close of each of its Fiscal Years cause an audit report of such records and accounts to be prepared by an independent certified public accountant or independent firm of certified public accountants.

Section 8.6 Competition. To the extent it legally may, the City will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for the System and will prohibit the operation of any such competing facilities.

Section 8.7 Pledge and Encumbrance of Net Revenues. The City covenants and represents that it has the lawful power to create a lien on and to pledge the Net Revenues to secure the payment of the Parity Obligations and has lawfully exercised such power under the Constitution and laws of the State of Texas.

Section 8.8 Bondowners' Remedies. This Ordinance shall constitute a contract between the City and the Owners of the Parity Obligations from time to time Outstanding (including any bond insurers of Parity Obligations) and shall remain in effect until the Parity Obligations and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein (including payments of any amounts due to bond insurers of Parity Obligations). In the event of a default in the payment of the principal of or interest on any of the Parity Obligations or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of any of the Parity Obligations may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Parity Obligations may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the City under this Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the Gross Revenues into the special funds herein provided, and the application of the Gross Revenues and the Net Revenues in the manner required in this Ordinance.

Section 8.9 Federal Income Tax Exclusion.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds 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) Bonds Are Not Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No-Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(j) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE IX

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

Section 9.1 Sale of Bonds; Official Statement.

(a) The sale and delivery of the Bonds, 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 in the amount of $298,268.70, being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Bonds of the Attorney General of the State of Texas and the opinion of Bond Counsel.

(b) The form and substance of the Preliminary Official Statement, including any addenda, supplement or amendment thereto, as approved by the City Manager is hereby ratified and approved. The City Council hereby authorizes the preparation of a final Official Statement. The Official Statement, as approved by an Authorized Officer of the City and the Initial Purchaser, may be used by the Initial Purchaser in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Initial Purchaser, is hereby ratified, approved and confirmed.

Section 9.2 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas 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 Bonds shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Authorized Officer of the City, against receipt by the City of all amounts due to the City under the terms of sale.

Section 9.3 Series 2021 Project Fund.

(a) The City hereby establishes a separate fund to be known as the "Series 2021 Project Fund" in order to provide for the efficient administration of the proceeds of the Bonds. The earnings on the investment of the proceeds deposited in the Series 2021 Project Fund shall remain in such fund to accomplish the purposes of the Bonds. The monies in such fund shall be secured and invested in the manner required by law, including specifically the Public Funds Investment Act, and the City's investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Government Code; provided that all such investments shall be made in such a manner that the money required to be expended from the Series 2021 Project Fund will be available at the proper time or times.

(b) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

(c) The obligation of the Initial Purchaser identified in subsection (a) of this Section to accept delivery of the Bonds is subject to the Initial Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated and delivered the Closing Date.

Section 9.4 Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

(a) the amount of $4,800,000.00, consisting of $4,630,000.00 principal amount of Bond proceeds plus premium received from the sale of the Bonds in the amount of $170,000.00, shall be deposited in the Series 2021 Project Fund and used for the purposes specified in Section 3.1;

(b) premium received from the sale of the Bonds in the amount of $128,268.70 shall be used to pay the costs of issuing the Bonds; and

(c) any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the Series 2021 Project Fund for the Bonds.

ARTICLE X

PAYING AGENT/REGISTRAR

Section 10.1 Appointment of Initial Paying Agent/Registrar. Zions Bancorporation, National Association, Amegy Bank Division, or its successor, is hereby appointed as the initial Paying Agent/Registrar for the Bonds. The Mayor is hereby authorized and directed to execute, and the City Secretary to attest, an agreement (the "Paying Agent/Registrar Agreement"), in the form presented at this meeting, with the Paying Agent/Registrar specifying the duties of the City and the Paying Agent/Registrar.

Section 10.2 Qualifications. Each Paying Agent/Registrar shall be a commercial bank, trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 10.3 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 10.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 10.4 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 a certified copy of a resolution of the City (i) giving 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 accepted the duties of Paying Agent/Registrar for the Bonds.

Section 10.5 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 10.6 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 thereby.

Section 10.7 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, 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 Bonds to the successor Paying Agent/Registrar.

Section 10.8 Paying Agents May Own Parity Obligations. The paying agents for the Parity Obligations, in their individual or any other capacity, may become holders or pledgees of the Parity Obligations with the same rights they would have if they were not paying agents.

ARTICLE XI

CONTINUING DISCLOSURE

Section 11.1 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 2021, financial information and operating data with respect to the City of the general type included in the Official Statement Tables numbered 1 through 12, 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 notes 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.

(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 11.2 Material 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 Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) 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 the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of the holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph (xii): For the purposes of the event identified in paragraph (xii) 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.

(xiii) 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;

(xiv) Appointment of successor or additional trustee or the change of name of a trustee, if material;

(xv) 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

(xvi) 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 (xv) and (xvi): For purposes of the events identified in paragraphs (xv) and (xvi) of this section and in the definition of Financial Obligation in Section 2.1, 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 provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information in accordance with Section 11.1 above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.3 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 Bonds within the meaning of the Rule, except that the City in any event will give notice of any bond 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 Bonds, 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 Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND 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 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 Bonds in the primary offering of the Bonds 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 Bonds consent to such amendment or (B) an entity or individual 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 Bonds. 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 underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds 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 11.1 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 XII

AMENDMENTS

Section 12.1 Amendments. This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIII

DISCHARGE

Section 13.1 Discharge. The Bonds may be defeased, discharged or refunded in any manner now or hereafter allowed by law.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Changes to Ordinance. Bond Counsel is hereby authorized to make 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 Bonds by the Attorney General of the State of Texas.

Section 14.2 Further Proceedings. The Mayor or Mayor Pro Tem, the City Manager, the Chief Financial Officer, the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 14.3 No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

Section 14.4 Parties Interested. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent/Registrar and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Owners of the Bonds.

Section 14.5 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. 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 14.6 Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 14.7 Effective Date. This Ordinance shall take effect upon its passage.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 21st day of October, 2021.

City Secretary, City of Alvin, Texas	Mayor, City of Alvin, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Alvin, Texas

EXHIBIT A

FORM OF THE BONDS

(a) Form of Bonds.

REGISTERED No. _______ | REGISTERED $__________

United States of America
State of Texas
County of Brazoria

CITY OF ALVIN, TEXAS
WATER AND SEWER SYSTEM REVENUE BOND
SERIES 2021

INTEREST RATE:	MATURITY DATE:	CLOSING DATE:	CUSIP NO.:
_____%	February 1, 20__	November 16, 2021	______ ___

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The City of Alvin, Texas, a municipal corporation duly incorporated under the laws of the State of Texas (herein the "City") for value received, promises to pay, but solely from certain Net Revenues as hereinafter provided, to the registered owner identified above or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond to Zions Bancorporation, National Association, Amegy Bank Division (the "Paying Agent/Registrar"), at its principal payment office in Houston, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Closing Date of the Bonds, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on February 1 and August 1, beginning on February 1, 2022, mailed to the registered owner of record as of the close of business on the fifteenth day of the month preceding each interest payment date.

THIS BOND is dated November 1, 2021 and is one of a duly authorized issue of Bonds, aggregating $4,630,000 (the "Bonds"), issued to pay for (i) costs related to acquiring, constructing, improving, equipping and extending the System (as defined in the Ordinance), and (ii) the costs of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 1502, Texas Government Code, as amended, and pursuant to an ordinance adopted by the City Council (the "Ordinance").

THE CITY RESERVES THE RIGHT to redeem the Bonds maturing on February 1, 2031, in whole or from time to time in part, in integral multiples of $5,000, on February 1, 2030, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Bonds.

THE CITY RESERVES THE RIGHT, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds 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. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his or her authorized representative, subject to the terms and conditions of the Ordinance.

THE BONDS ARE EXCHANGEABLE at the principal payment office of the Paying Agent/Registrar in Houston, Texas, for Bonds in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified paying agent/registrar for the Bonds and will cause notice of any change of paying agent/registrar to be mailed to each registered owner.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are special obligations of the City that are payable from and are equally and ratably secured by a first lien on the revenues of the City's water and sewer system remaining after deduction of the operation and maintenance expenses of that system (the “Net Revenues”), as defined and provided in the Ordinance, which Net Revenues are required to be set aside and pledged to the payment of the Bonds, and all additional obligations issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such bonds, all as more fully described and provided for in the Ordinance. This Bond and the series of which it is a part, together with the interest thereon, are payable solely from such Net Revenues and do not constitute an indebtedness or general obligation of the City. This Bond is not a Reserve Fund Participant and there is no Reserve Fund requirement for the Bonds. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

THE CITY HAS RESERVED THE RIGHT to issue additional parity revenue obligations, subject to the restrictions contained in the Ordinance, which may be equally and ratably payable from, and secured by a first lien on and pledge of, the Net Revenues in the same manner and to the same extent as this Bond and the series of which it is a part. The City has also reserved the right to issue bonds or other obligations secured in whole or in part by liens on the Net Revenues junior and subordinate to the lien on the Net Revenues securing the Bonds.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Bonds by the creation of the aforesaid lien on and pledge of the Net Revenues.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor and countersigned with 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 Bond.

City Secretary City of Alvin, Texas	Mayor City of Alvin, Texas

[SEAL]

(b) Form of Authentication Certificate.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Ordinance. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AMEGY BANK DIVISION,
as Paying Agent/Registrar

Date:________________________________ By:____________________________________

(c) 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 Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____________________________ attorney to transfer the within Bond 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 Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Form of Statement of Insurance.

The Bonds shall bear a Statement of Insurance in the following form:

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, or its successor, as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). Said Policy is on file and available for inspection at the principal office of the Paying Agent/Registrar and a copy thereof may be obtained from BAM or the Paying Agent/Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at law or in equity.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (c) and (d) above, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on February 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.3(b) of the Ordinance)

(iii) the Initial Bond shall be numbered I-1; and

(iv) the following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

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 Bond 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

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS	§	
COUNTY OF BRAZORIA	§	

We, the undersigned officers of the City Council of Alvin, Texas, hereby certify as follows:

1. The City Council of Alvin, Texas convened in a regular meeting on the 21st day of October, 2021, at the regular meeting place thereof within said City. The duly constituted officers and members of said City Council, to wit, were as follows:

Paul Horn	Mayor
Keko Moore	Council Member At Large 1
Joel Castro	Council Member At Large 2
Martha Vela	Mayor Pro Tem and Council Member, District A
Chris Vaughn	Council Member, District B
Richard Garivey	Council Member, District C
Glenn Starkey	Council Member, District D
Gabe Adame	Council Member, District E

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

ORDINANCE NO. 21-P

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS, WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021; APPROVING RELATED AGREEMENTS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

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."

______ Member(s) present abstained from voting.

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 is on file in the City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified, 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; 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 21st day of October, 2021.

____

City Secretary
City of Alvin, Texas

[SEAL]

City of Alvin, Texas

Results of Competitive Bond Sale:

$4,630,000
Waterworks & Sewer System Revenue Bonds, Series 2021

US Capital Advisors

October 21, 2021

James F. Gilley, Jr.
U.S. Capital Advisors LLC
300 W 6th Street, Suite 1900
Austin, Texas 78701
512-813-1110 (direct)
jfgilley@uscallc.com

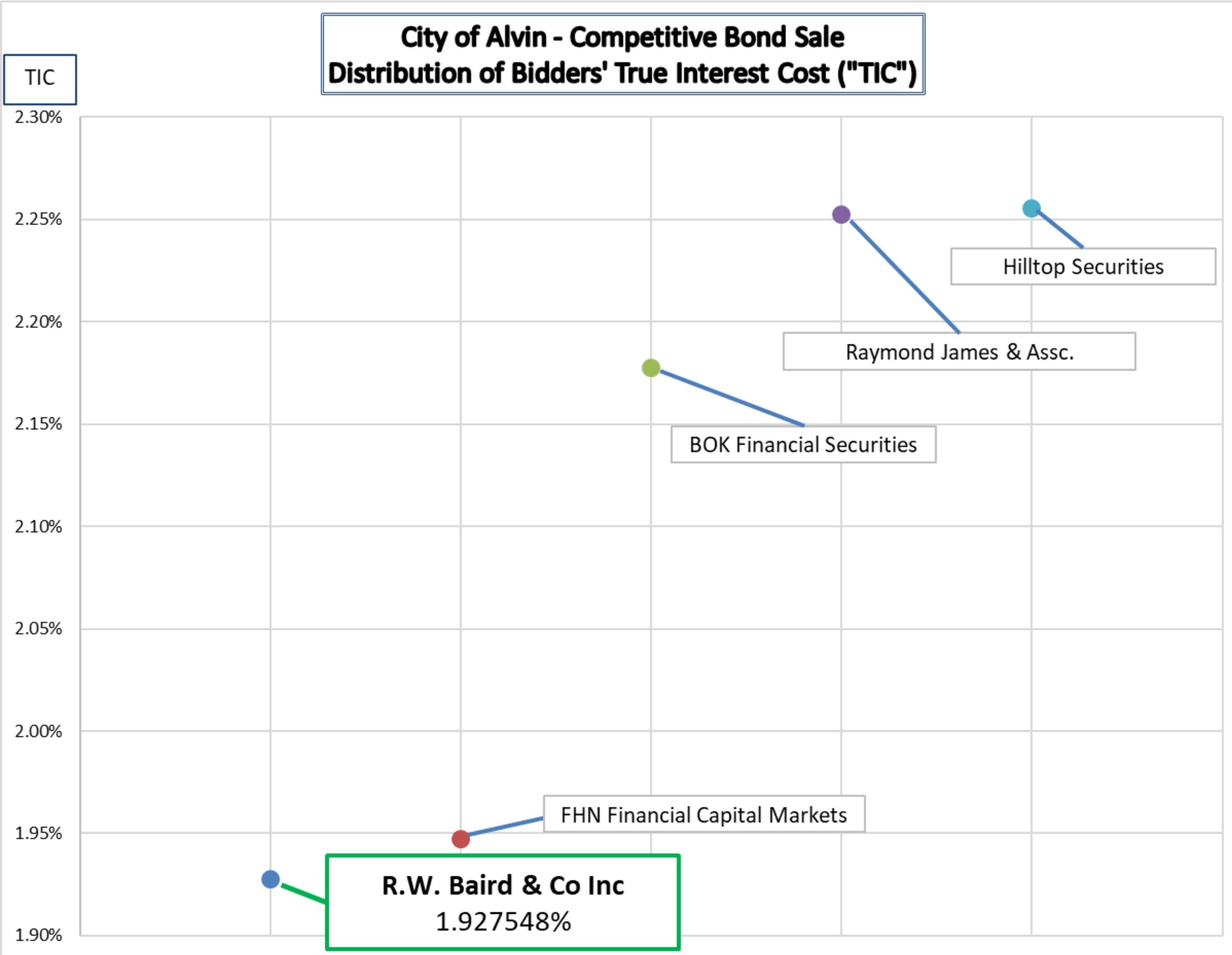
Austin Houston Dallas

Summary of Bids Received:

Best bid went to R.W. Baird & Co., Inc. out of Wisconsin

Bidder Name	True Interest Cost
R.W. Baird & Co., Inc. - Milwaukee, Wisconsin	1.927548%
FHN Financial Capital Markets - Memphis, Tennessee	1.947088%
BOK Financial Securities - Dallas, Texas	2.177329%
Raymond James & Assc. - Dallas, Texas	2.251982%
Hilltop Securities - Dallas, Texas	2.255046%

TIC prior to adjustment



- Competitive bond sale offered in public market
- Received a total of 5 bids
- Two best bids separated by 0.019540%
- High and low bids separated by **0.327498%**
- Notable grouping of 3 worst bids from in-State versus 2 best bids from out-of-State: 20-30 bps spread

TIC prior to adjustment

City of Alvin, Texas
Historical Bond Sale Results
Waterworks & Sewer System Revenue Bonds

Date of Sale	Par Amount	S&P Bond Rating	Adjusted True Interest Cost	Final Maturity	Call Date	Purchaser
7/19/2018	$ 9,290,000	"A+" insured	3.2449%	2/1/2038	2/1/2026	Piper Jaffray
5/16/2019	15,245,000	"A+" insured	2.7177%	2/1/2039	2/1/2028	R.W. Baird & Co.
10/15/2020	16,430,000	"A+" insured	1.9207%	2/1/2040	2/1/2029	R.W. Baird & Co.
10/21/2021	4,630,000	"A+" insured	1.9269%	2/1/2042	2/1/2030	R.W. Baird & Co.
Total Par Amount	$ 45,595,000		2.4576%	Weighted Avg TIC		

TIC's shown after adjustment

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 12, 2021

U.S. Capital Advisors

NEW ISSUE | **RATING:** S&P Global Rating "A+/Stable"
BOOK-ENTRY ONLY | (See "OTHER INFORMATION – Ratings" and "BOND INSURANCE" herein)

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, INTEREST ON THE BONDS (AS DEFINED BELOW)IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND IS NOT A SPECIFIC PREFERENCE ITEM FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX. SEE "TAX MATTERS" FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS WILL BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

$4,800,000*
CITY OF ALVIN, TEXAS
(BRAZORIA COUNTY, TEXAS)
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2021

Dated Date: November 1, 2021 | **Due: February 1 — See page ii**
(Interest accrues from date of initial delivery)

The City of Alvin, Texas (the "City") is issuing its Water and Sewer System Revenue Bonds, Series 2021 (the "Bonds") pursuant to the applicable provisions of the Texas Constitution, and general laws of the State of Texas (the "State"), including, particularly, Chapter 1502, Texas Government Code, as amended, and the ordinance (the "Ordinance") authorizing the issuance of the Bonds to be adopted by the City Council of the City (the "City Council") on October 21, 2021. See "THE BONDS – Authority for Issuance."

Interest on the Bonds will accrue from the date of initial delivery of the Bonds to the Initial Purchaser (as defined herein) and is payable on February 1, 2022, and each August 1 and February 1 thereafter until stated maturity or prior redemption. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds are special obligations of the City payable by a pledge of and first lien on the Net Revenues (as defined in the Ordinance) of the City's water and sewer system (the "System"). The Bonds do not constitute a general obligation of the City, the State, Brazoria County, Texas or any other political subdivision thereof, are not payable from any funds raised or to be paid by taxation, and the owners of the Bonds shall never have the right to demand payment from any revenues, receipts or assets of the City except the Net Revenues pledged to the payment of the Bonds. No lien has been created on the physical properties of the System to secure payment on the Bonds. See "THE BONDS – Security for Payment."

The Bonds will be issued in fully-registered form and, when issued, will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), as the registered owner, pursuant to the book-entry-only system described herein. Beneficial ownership of the Bonds may be acquired in denominations of $5,000 in the principal amount or integral multiples thereof. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of, premium, if any, and interest on the Bonds will be payable by Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar") to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry-Only System" herein.

Proceeds from the sale of the Bonds will be used to pay for (i) costs related to acquiring, constructing, improving, equipping and extending the System and (ii) the costs of issuing the Bonds. See "THE BONDS - Purposes."

SEE PAGE ii FOR MATURITY SCHEDULE

The Bonds are subject to optional redemption prior to their scheduled maturities as described herein. See "THE BONDS – Optional Redemption" herein. If the principal amounts designated in the serial maturity schedule on page ii hereof are combined to create one or more term Bonds (the "Term Bonds"), each such Term Bond shall be subject to mandatory sinking fund redemption as described herein. See "THE BONDS – Mandatory Sinking Fund Redemption" herein.

The City is requesting qualification for the issuance of a municipal bond insurance policy in conjunction with this issuance of Bonds. If qualified and a municipal bond insurance policy is obtained, the associated premium is the responsibility of the Initial Purchaser.

The Bonds are offered for delivery, when, as and if issued by the City and received by the Initial Purchaser (the "Initial Purchaser"), subject to the approving opinions of the Attorney General of the State of Texas and Bracewell LLP, Houston, Texas, Bond Counsel for the City. See "LEGAL MATTERS" herein and "Form of Opinion of Bond Counsel" attached hereto as Appendix C. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about November 16, 2021.

BIDS DUE THURSDAY, OCTOBER 21, 2021 AT 10:00 A.M., CENTRAL TIME

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*Preliminary, subject to change.

TABLE OF CONTENTS

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

SOURCES AND USES OF FUNDS

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

Sources:	
Bond Proceeds:	
Par Amount	4,630,000.00
Net Premium	366,019.95
	4,996,019.95

Uses:	
Project Fund Deposits:	
Project Fund	4,800,000.00
Delivery Date Expenses:	
Cost of Issuance	128,268.70
Underwriter's Discount	50,351.25
Bond Insurance	17,400.00
	196,019.95
	4,996,019.95

BOND DEBT SERVICE

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2022			106,143.75	106,143.75
09/30/2023	235,000	5.000%	143,975.00	378,975.00
09/30/2024	235,000	5.000%	132,225.00	367,225.00
09/30/2025	235,000	5.000%	120,475.00	355,475.00
09/30/2026	235,000	5.000%	108,725.00	343,725.00
09/30/2027	235,000	5.000%	96,975.00	331,975.00
09/30/2028	235,000	5.000%	85,225.00	320,225.00
09/30/2029	230,000	5.000%	73,600.00	303,600.00
09/30/2030	230,000	5.000%	62,100.00	292,100.00
09/30/2031	230,000	2.000%	54,050.00	284,050.00
09/30/2032	230,000	2.000%	49,450.00	279,450.00
09/30/2033	230,000	2.000%	44,850.00	274,850.00
09/30/2034	230,000	2.000%	40,250.00	270,250.00
09/30/2035	230,000	2.000%	35,650.00	265,650.00
09/30/2036	230,000	2.000%	31,050.00	261,050.00
09/30/2037	230,000	2.000%	26,450.00	256,450.00
09/30/2038	230,000	2.000%	21,850.00	251,850.00
09/30/2039	230,000	2.000%	17,250.00	247,250.00
09/30/2040	230,000	2.125%	12,506.25	242,506.25
09/30/2041	230,000	2.125%	7,618.75	237,618.75
09/30/2042	230,000	2.250%	2,587.50	232,587.50
	4,630,000		1,273,006.25	5,903,006.25

BOND DEBT SERVICE

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2022			31,218.75	31,218.75	
08/01/2022			74,925.00	74,925.00	
09/30/2022					106,143.75
02/01/2023	235,000	5.000%	74,925.00	309,925.00	
08/01/2023			69,050.00	69,050.00	
09/30/2023					378,975.00
02/01/2024	235,000	5.000%	69,050.00	304,050.00	
08/01/2024			63,175.00	63,175.00	
09/30/2024					367,225.00
02/01/2025	235,000	5.000%	63,175.00	298,175.00	
08/01/2025			57,300.00	57,300.00	
09/30/2025					355,475.00
02/01/2026	235,000	5.000%	57,300.00	292,300.00	
08/01/2026			51,425.00	51,425.00	
09/30/2026					343,725.00
02/01/2027	235,000	5.000%	51,425.00	286,425.00	
08/01/2027			45,550.00	45,550.00	
09/30/2027					331,975.00
02/01/2028	235,000	5.000%	45,550.00	280,550.00	
08/01/2028			39,675.00	39,675.00	
09/30/2028					320,225.00
02/01/2029	230,000	5.000%	39,675.00	269,675.00	
08/01/2029			33,925.00	33,925.00	
09/30/2029					303,600.00
02/01/2030	230,000	5.000%	33,925.00	263,925.00	
08/01/2030			28,175.00	28,175.00	
09/30/2030					292,100.00
02/01/2031	230,000	2.000%	28,175.00	258,175.00	
08/01/2031			25,875.00	25,875.00	
09/30/2031					284,050.00
02/01/2032	230,000	2.000%	25,875.00	255,875.00	
08/01/2032			23,575.00	23,575.00	
09/30/2032					279,450.00
02/01/2033	230,000	2.000%	23,575.00	253,575.00	
08/01/2033			21,275.00	21,275.00	
09/30/2033					274,850.00
02/01/2034	230,000	2.000%	21,275.00	251,275.00	
08/01/2034			18,975.00	18,975.00	
09/30/2034					270,250.00
02/01/2035	230,000	2.000%	18,975.00	248,975.00	
08/01/2035			16,675.00	16,675.00	
09/30/2035					265,650.00
02/01/2036	230,000	2.000%	16,675.00	246,675.00	
08/01/2036			14,375.00	14,375.00	
09/30/2036					261,050.00
02/01/2037	230,000	2.000%	14,375.00	244,375.00	
08/01/2037			12,075.00	12,075.00	
09/30/2037					256,450.00
02/01/2038	230,000	2.000%	12,075.00	242,075.00	
08/01/2038			9,775.00	9,775.00	
09/30/2038					251,850.00
02/01/2039	230,000	2.000%	9,775.00	239,775.00	
08/01/2039			7,475.00	7,475.00	
09/30/2039					247,250.00
02/01/2040	230,000	2.125%	7,475.00	237,475.00	
08/01/2040			5,031.25	5,031.25	
09/30/2040					242,506.25
02/01/2041	230,000	2.125%	5,031.25	235,031.25	
08/01/2041			2,587.50	2,587.50	
09/30/2041					237,618.75
02/01/2042	230,000	2.250%	2,587.50	232,587.50	
09/30/2042					232,587.50
	4,630,000		1,273,006.25	5,903,006.25	5,903,006.25

BOND PRICING

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Premium (-Discount)
W&S Revenue Bonds, Series 2021:							
	02/01/2023	235,000	5.000%	0.300%	105.664		13,310.40
	02/01/2024	235,000	5.000%	0.400%	110.102		23,739.70
	02/01/2025	235,000	5.000%	0.530%	114.200		33,370.00
	02/01/2026	235,000	5.000%	0.680%	117.891		42,043.85
	02/01/2027	235,000	5.000%	0.860%	121.041		49,446.35
	02/01/2028	235,000	5.000%	1.080%	123.475		55,166.25
	02/01/2029	230,000	5.000%	1.220%	126.006		59,813.80
	02/01/2030	230,000	5.000%	1.350%	128.267		65,014.10
	02/01/2031	230,000	2.000%	1.450%	104.240	C	9,752.00
	02/01/2032	230,000	2.000%	1.550%	103.454	C	7,944.20
	02/01/2033	230,000	2.000%	1.650%	102.675	C	6,152.50
	02/01/2034	230,000	2.000%	1.750%	101.902	C	4,374.60
	02/01/2035	230,000	2.000%	1.850%	101.136	C	2,612.80
	02/01/2036	230,000	2.000%	1.900%	100.755	C	1,736.50
	02/01/2037	230,000	2.000%	2.000%	100.000		
	02/01/2038	230,000	2.000%	2.050%	99.312		-1,582.40
	02/01/2039	230,000	2.000%	2.100%	98.560		-3,312.00
	02/01/2040	230,000	2.125%	2.150%	99.623		-867.10
	02/01/2041	230,000	2.125%	2.200%	98.828		-2,695.60
	02/01/2042	230,000	2.250%	2.250%	100.000		
		4,630,000					366,019.95

Dated Date	11/01/2021	
Delivery Date	11/16/2021	
First Coupon	02/01/2022	
Par Amount	4,630,000.00	
Premium	366,019.95	
Production	4,996,019.95	107.905398%
Underwriter's Discount	-50,351.25	-1.087500%
Other Amounts	-17,400.00	-0.375810%
Purchase Price	4,928,268.70	106.442089%
Accrued Interest		
Net Proceeds	4,928,268.70	

BOND SUMMARY STATISTICS

City of Alvin, Texas
W&S Revenue Bonds, Series 2021

Final Numbers

Dated Date	11/01/2021
Delivery Date	11/16/2021
Last Maturity	02/01/2042
Arbitrage Yield	1.809289%
True Interest Cost (TIC)	1.926856%
Net Interest Cost (NIC)	1.939124%
All-In TIC	2.221586%
Average Coupon	2.578523%
Average Life (years)	10.663
Duration of Issue (years)	9.089
Par Amount	4,630,000.00
Bond Proceeds	4,996,019.95
Total Interest	1,273,006.25
Net Interest	957,337.55
Total Debt Service	5,903,006.25
Maximum Annual Debt Service	378,975.00
Average Annual Debt Service	292,107.53
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	10.875000
Total Underwriter's Discount	10.875000
Bid Price	106.442089

Bond Component	Par Value	Price	Average Coupon	Average Life
W&S Revenue Bonds, Series 2021	4,630,000.00	107.905	2.579%	10.663
	4,630,000.00			10.663

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,630,000.00	4,630,000.00	4,630,000.00
+ Accrued Interest			
+ Premium (Discount)	366,019.95	366,019.95	366,019.95
- Underwriter's Discount	-50,351.25	-50,351.25	
- Cost of Issuance Expense		-128,268.70	
- Other Amounts	-17,400.00	-17,400.00	-17,400.00
Target Value	4,928,268.70	4,800,000.00	4,978,619.95
Target Date	11/16/2021	11/16/2021	11/16/2021
Yield	1.926856%	2.221586%	1.809289%

S&P Global
Ratings

RatingsDirect®

Summary:
Alvin, Texas; Water/Sewer

Primary Credit Analyst:
Brittany Carter, Dallas + 1 214 871 1477; brittany.carter@spglobal.com

Secondary Contact:
Scott D Garrigan, New York + 1 (312) 233 7014; scott.garrigan@spglobal.com

Table Of Contents

Summary:

Alvin, Texas; Water/Sewer

Credit Profile		
US$4.8 mil wtr and swr sys rev bnds ser 2021 dtd 11/01/2021 due 02/01/2042		
Long Term Rating	A+/Stable	New
Alvin wtr/swr (BAM)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed
Alvin WS (BAM)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed
Alvin WS (BAM)		
Unenhanced Rating	A+(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Rating Action

S&P Global Ratings assigned its 'A+' long-term rating to the City of Alvin, Tex,' anticipated $4.8 million series 2021 water and sewer net revenue bonds. The outlook is stable.

Water and sewer system net revenues secure the series 2021 bonds. Management intends to use the proceeds to fund the capital improvements and extensions to the water and wastewater treatment and distribution system.

We view the overall bond provisions as credit neutral. There is a 1.15x average annual debt service (AADS) rate covenant in place as well as a 1.15x AADS additional bonds provision. In addition, a debt service reserve is funded at AADS.

Credit overview

The city's water and utility operations benefit from a growing customer base (about 9,000 water connections in 2020 represented about 2% growth year over year) located within what we consider to be the large and diverse Houston MSA.

Debt service coverage (DSC) and liquidity help support a capital program that has been funded with a mix of debt and cash, leading to a debt to capitalization ratio just over 50% as of Sept. 30, 2020. DSC for the prior three fiscal years has been at least 1.7x, which was its level in 2020. Our calculations incorporate both the utility's support of the general obligation bonds issued on the system's behalf and an adjustment to include transfer payments to the general fund for administrative costs since we view them as a recurring use of utility net revenues. The utility also had over 900 days' cash on hand ($12.5 million) in 2020, which we believe provides a meaningful cushion for short-term disruptions and capital projects.

Supporting the financial profile is a combined water and sewer rate of $78.73 for 5,000 gallons of monthly usage (reported by management to be the residential average usage). We view these as affordable in the context of Alvin's median household effective buying income at 91% of the national average and Brazoria County's 8.6% poverty rate. Officials have no rate increases planned until 2022, pending the results of a rate study.

However, additional capital projects totaling over $20 million through 2025 will be funded by debt, and because of this we believe management will need to continue being proactive regarding cost containment and rate setting in order to sustain financial metrics consistent with historical trends. The current plan runs from 2022 through 2025 and shows total capital spending of over $22 million.

The stable outlook reflects our view that management will continue to operate the system in a fashion consistent with historical trends, including required rate increases. Supporting our view is management's plans to complete a rate study in 2022 and historically setting rates to achieve DSC well in excess of bond covenant minimums.

Environmental, social, and governance factors

Overall, we believe that management has mitigated most of its governance-related risk by adopting, adhering to, and adjusting operating and financial policies and procedures. We believe that Alvin is exposed to elevated environmental risk due to its proximity to the Gulf Coast. The area is susceptible to high winds, heavy rain, and flooding caused by rain events, hurricanes, tropical storms, and other tropical disturbances. A weather-related event that caused significant damage to all or part of the improvements in the city could weaken net revenues or capital needs. To help mitigate these risks, the city maintains drought management and disaster plans. Historically there have been no regulatory or environmental violations. Regarding social risk, we believe that Alvin is exposed to risks generally on par with peers because we view the rates as currently affordable.

Stable Outlook

Upside scenario

While we don't anticipate raising the rating over the next two years, it could be raised or lowered if additional clarity on the system's long-term capital and debt plans coupled with continued production of strong revenue enhancements or expenditure productions produce all-in coverage of debt service requirements commensurate with historical results.

Downside scenario

The rating could come under pressure should there be a sustained drop in the system's all-in coverage metrics or liquidity below the recent levels, or if the economic fundamentals of the service area deteriorate.

Related Research

Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020

CITY OF ALVIN, TEXAS
WATER & SEWER SYSTEM REVENUE BONDS, SERIES 2021
S&P "A+"
COUNCIL MEETS 1ST & 3RD THURSDAY OF THE MONTH (7:00PM)

Draft 1
4/1/2021

Tentative Timetable of Events

MAY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

JUNE						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Complete By	Day	Event	Parties
May 20	Thursday	Send first draft of Bond documents to the working group.	C, BC,FA
May 25	Tuesday	Send draft bond documents to S&P Global Ratings (ñS&Pò) for review. Request rating call. Send bond documents to the insurers requesting insurance qualification	FA
June 10	Thursday	Comments due on first draft of Bond documents.	C, BC
Mid June		Rating call with City Officials, Financial Advisor and S&P ________, ____________ at ________.	
June 18	Friday	Send second draft of bond documents for comments.	C, BC
June 30	Wednesday	Final comments due on second draft of bond documents.	FA
July 1	Thursday	Receive S&P verbal rating.	All
July 6	Tuesday	Print and mail electronic copies of the POS and Notice of Sale (ñNOSò). Send to ImageMaster, Bloomberg and the Municipal Advisory Council of Texas (ñMACò).	FA
July 6	Tuesday	Request CUSIPs for the Bonds.	FA
July 15	Thursday	Competitive bond sale (Bids received until 10:00am).	FA
July 15	Thursday	City Council meeting to approve and award the Bonds.	FA
July 16	Friday	Distribute draft of Final Official Statement (ñOSò).	All
July 21	Wednesday	Comments due on draft OS.	ALL

July 22	Thursday	Print and mail Final OS.	FA
August 17	Tuesday	Deliver Certificates.	C, BC

Legend	
City of Alvin	Issuer (C)
Bracewell LLP	Bond Counsel (BC)
US Capital Advisors	Financial Advisor (FA)

11511 Luna Road
Suite 500
Farmers Branch, TX 75234
tel (214) 871-1400
reference no.: 1684053

October 4, 2021

City of Alvin
216 West Sealy St
Alvin, TX 77511
Attention: Mr. Michael Higgins, Chief Financial Officer

Re: ***US$4,800,000 City of Alvin, Texas, (Brazoria Country, Texas), Water and Sewer System Revenue Bonds, Series 2021, dated: November 01, 2021, due: February 01, 2042***

Dear Mr. Higgins:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "A+" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

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enclosures

cc: ***Mr. Jonathan Frels***
Ms. Spook Willoughby

S&P Global Ratings

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

Confidential Information. S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

CITY OF ALVIN, TEXAS

WATER & SEWER SYSTEM REVENUE BONDS, SERIES 2021

S&P "A+"

COUNCIL MEETS 1ST & 3RD THURSDAY OF THE MONTH (7:00PM)

Draft 3
8/24/2021

Tentative Timetable of Events

AUGUST						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

NOVEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Complete By	Day	Event	Parties
August 24	Tuesday	Send first draft of Bond documents to the working group.	C, BC, FA
August 24	Tuesday	Send draft bond documents to S&P Global Ratings (ñS&Pò) for review. Request rating call. Send bond documents to the insurers requesting insurance qualification	FA
September 13	Monday	Comments due on first draft of Bond documents.	C, BC
Early/Mid Sept		Rating call with City Officials, Financial Advisor and S&P ________, ____________ at ________.	
September 15	Wednesday	Send second draft of bond documents for comments.	C, BC
September 30	Thursday	Final comments due on second draft of bond documents.	FA
October 4	Monday	Receive S&P verbal rating.	All
October 12	Tuesday	Print and mail electronic copies of the POS and Notice of Sale (ñNOSò). Send to ImageMaster, Bloomberg and the Municipal Advisory Council of Texas (ñMACò).	FA
October 12	Tuesday	Request CUSIPs for the Bonds.	FA
October 21	Thursday	Competitive bond sale (Bids received until 10:00am).	FA
October 21	Thursday	City Council meeting to approve and award the Bonds.	FA
October 21	Thursday	Distribute draft of Final Official Statement (ñOSò).	All
October 27	Wednesday	Comments due on draft OS.	All

October 28	Thursday	Print and mail Final OS.	FA
November 16	Tuesday	Deliver Certificates.	C, BC

Legend	
City of Alvin	Issuer (C)
Bracewell LLP	Bond Counsel (BC)
USCA Municipal Advisors	Municipal Advisor (FA)

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a Professional Services Agreement with LJA Engineering in an amount not to exceed $151,200 for the acquisition of thirty-five (35) easements and one (1) fee simple property acquisition that are required for the construction of the Lift Station 23 Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

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

Summary: The Agreement being considered will provide Professional Services relating to the acquisition of the thirty-five (35) temporary/permanent easements and for the one (1) fee simple property acquisition that are required for the construction of the Lift Station 23 Expansion Project. LJA Engineering will handle all negotiations with the property owners from initial offer letter through submission of the Closing File or Condemnation Package, if required. The cost for acquisition services rendered under this agreement are not to exceed $151,200 and will commence upon receipt of the signed agreement.

Funding will come from the remaining 2015 Certificate of Obligation bond proceeds.

Staff recommends approval of this Agreement.

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

Funding Account: 235-6002-00-9081 **Amount:** $151,200 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/14/2021 SLH

Supporting documents attached: LJA Proposal for Lift Station 23 Expansion Project Design

Recommendation: Move to approve a Professional Services Agreement with LJA Engineering in an amount not to exceed $151,200 for the acquisition of thirty-five (35) easements and one (1) fee simple property acquisition that are required for the construction of the Lift Station 23 Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒
Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

LJA ENGINEERING

3600 W Sam Houston Pkwy S, Suite 600, Houston, Texas 77042
t 713.953.5200 LJA.com TBPE F-1386 TBPLS 10110501

PROFESSIONAL SERVICES AGREEMENT

This Agreement, prepared on September 2, 2021, is by and between City of Alvin with address at 1100 W. Highway 6, Alvin, TX 77511 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT" **CITY OF ALVIN ENGINEERING**	**APPROVED FOR "LJA"** **LJA ENGINEERING, INC.**
By:__________	By:__________
Printed Name:__________	Printed Name: Kenneth G. Schrock, P.E.
Title: __________	Title: Senior Vice President
Effective Date: __________	Date: __________

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD
TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniformcommercial code, work authorization, requisition, or notice,except as provided herein.

2. CHANGE OF SCOPE. The scope of Services setforth in any Proposal is based on facts known at the time ofexecution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must beredefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJAemployees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinaryprofessional skill and care of a competent engineer. WhereLJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due tosuch delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of theparty claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Clientshall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses oftermination. In the event that either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professionalrepresentative for the Services and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client'sbudget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed toby LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related servicesby persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to theAgreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relatingto the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor toinclude LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowedby law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreementuntil all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received,or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should bepresent. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services.LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger tothe public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's totalliability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from anycauses including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall notexceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuseof any documents or other deliverables, including electronicmedia, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses,findings, and reports provided in electronic media shall alsobe provided in hard copy and that the hard copy shall governin the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) daysto check the hard copy against the electronic media. In theevent that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shallretain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third partydesignated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoeverwith respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by theother party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate andseverable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to bythe parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does notdo business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the termof this Agreement. As required by Chapter 2274 ofthe Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," andwill not discriminate against a firearm entity or firearm tradeassociation through the term of this Agreement. As requiredby Chapter 113 of the Texas Business & Commerce Code,and as such terms are defined therein, LJA is not owned bynor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country",or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directlycontrolled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five
(5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. Themediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediatorreasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiationor mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJAmay pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce thisAgreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees fromthe other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to asubpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. **GOVERNING LAW**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under whichthe law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA’s address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

ATTACHMENT B
PROPOSAL

LJA Engineering, Inc. ("LJA"), hereby makes the following proposal to the City of Alvin (the "City") for the acquisition of up to thirty-five (35) easements for sanitary sewer lines and one (1) fee simple acquisition for a new lift station located along Steele Road and Gordon Street. The proposed easements are for installation of a sanitary sewer line.

Right of Way Negotiations

Prepare and deliver or mail the property owners a copy of the Landowner's Bill of Rights. Review survey and facilitate any changes required with the Engineer and Surveyor. Prepare offer letters based on approved values. Make initial contact with landowners and respond to landowner's inquiries. Negotiate with landowners and prepare Supplemental Agreement Letters when needed. Prepare and execute Letters of Agreement regarding compensation with landowners. Provide a copy of the survey to the landowner. Maintain parcel file with all correspondence and documents related to the purchase of the easements.

Easement Values

The offer amount for the easements will be determined using values provided by the City of Alvin. All values used in negotiations will be preapproved by City of Alvin and any counteroffer proposed by the landowner will be submitted to City of Alvin for approval prior to acceptance. Should a certified appraisal become necessary, LJA will request fee proposal(s) from a qualified appraiser and submit said proposal(s) to City of Alvin for approval.

Surveying Services

City of Alvin will obtain all surveys and other engineering needed for the project. Surveying services will include an exhibit with a metes and bounds description of the easement and a drawing depicting the easement prepared by a licensed surveyor on each tract of land acquired. Surveying services are separate and apart from this proposal, and any fees or costs associated with surveying services will be invoiced separately.

Abstracting and Title Services

LJA will arrange for the abstracting and title services with an approved vendor. Abstracting and title services includes researching the chain of title using public records available in the Brazoria County official real property records; researching any liens, mortgages or judgments against the property; and providing title insurance on the acquisition. Abstracting and title fees are not expected to exceed $1,200. Abstracting and title services are separate and apart from this proposal, and any fees or costs associated with surveying services will be invoiced separately.

Closing Services

LJA will secure execution of the easement and deed documents prepared and approved by the City. LJA will return recorded documents to the City. LJA will facilitate the transfer of a title policy from the title company.

Fee for Services

LJA's fee for the right-of-way negotiations is $4,200.00 per parcel, which includes mileage and administrative costs such as the preparation of a closing package, title recording fees, document preparation, etc. LJA will only bill for parcels being acquired. Any additional services or fees must be preapproved by the City of Alvin prior to invoicing.

Invoicing and Milestones

Invoices will be submitted as outlined below:

Initial Offer Letter	40% per parcel
Recording of the easement/deed or issuance of a Final Offer Letter	40% per parcel
Submission of a Closing File or Condemnation Package	20% per parcel

In addition, any third-party costs, such as fees for surveys, title commitments, and appraisals, are invoiced separately and apart from LJA services. These third-party billings can be billed through the LJA invoices or billed directly by the third-party service provider based on the City of Alvin's discretion.

Termination of Contract

The contract terminates after completing the acquisition of the said easements/property or submitting the condemnation package if the negotiations are unsuccessful. Any additional services or fees must be approved by City of Alvin and any extension or change to the project/contract must be made by mutual written consent.

Approved By: ________________
CITY OF ALVIN ENGINEERING

____

Title: _________________________

Date: _________________________

Approved By: _________________
LJA ENGINEERING, INC.

Kenneth G. Schrock, P.E.

Title: Senior Vice President

Date: _________________________

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: City Attorney **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 21-R-24, accepting the Petition for the Creation of a Public Improvement District for the Bayou Point development within the City of Alvin, Texas; setting a public hearing for November 18, 2021; providing for open meetings and other related matters.

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

Summary: On or about September 2, 2021, Binnacle Alvin 31, LLC, the owner of certain property located within the City, petitioned the City for the creation of a public improvement district pursuant to Chapter 372 of the Texas Local Government Code, for the Bayou Point Subdivision, approximately 32 acres for 122 single family residential lots.

Public Improvement Districts (PID) are governed by Chapter 372 of the Texas Local Government Code, which requires that the governing body hold one (1) public hearing to allow for public comment before the PID is considered for final adoption. The public hearing for the PID will be November 18, 2021. After the public hearing, Council will be presented with the final Resolution creating the PID. This PID will be known as the Bayou Point PID.

Staff recommends accepting the Petition for Creation and setting the public hearing date.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/13/2021 SLH

Supporting documents attached:

- Res. No. 21-R-24
- Petition for Creation of a Public Improvement District
- Public Hearing Notice with Map
- Bayou point Council Minutes
- Developer's presentation to Planning Commission
- CM Memo Information

Recommendation: Move to approve Resolution 21-R-24, accepting the Petition for the Creation of a Public Improvement District for the Bayou Point department within the City of Alvin, Texas; setting a public hearing for November 18, 2021; providing for open meetings and other related matters.

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

RESOLUTION NO. 21-R-24

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF ALVIN, TEXAS; SETTING A PUBLIC HEARING FOR NOVEMBER 18, 2021; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, on or about September 2, 2021, Binnacle Alvin 31, LLC, the owner of certain property located within the City of Alvin, Texas (the "Petitioner"), has petitioned the City of Alvin, Texas (the "City"), a home-rule City, for the creation of a public improvement district pursuant to Chapter 372 of the Texas Local Government Code;

WHEREAS, the City of Alvin City Council is authorized to create a public improvement district pursuant to Chapter 372 of the Texas Local Government Code (the "Code") for the purpose described therein;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council hereby accepts the petition for the creation of a public improvement district of all portions of the following property:

> Being a 31.446-acre tract of land out of the B.B.B & C. Railroad Company Survey, Abstract No. 159, situated in Brazoria County, Texas, and being more particularly shown and described in the Exhibit "A," attached hereto and incorporated herein for all purposes.

In accordance with Chapter 372 of the Texas Local Government Code, a public hearing is set for November 18, 2021. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the creation of the public improvement district.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance 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 Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is 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 this the 21st day of October 2021.

THE CITY OF ALVIN, TEXAS	**ATTEST**
______________________________	______________________________
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Being a 31.446 acre tract of land out of the B.B.B & C. Railroad Company Survey, Abstract No. 159, situated in Brazoria County, Texas, said tract being more particularly described as follows:

BEGINNING at a fence post found at the Southeast corner of Lot 14, of DEZSO ADDITION, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 6, Page 53 in the Office of the County Clerk of Brazoria County, Texas, said point also being the Southwest corner of a 2.07 acre tract of land conveyed to William and Colleen Buel in deed recorded in Brazoria County Clerk's File No. 2008005052, from which a found 1/2 inch rod bears South 59°57'58" East, a distance of 1.70 feet;

THENCE North 86°22'06" East along the Southerly line of said Buel tract, a distance of 128.00 feet to a 1/2 inch rod set at the Southeast corner of said Buel tract, said point also being the Southwest corner of a 0.87 acre tract of land conveyed to Ramos, LLC. in deed recorded in Brazoria County Clerk's File No. 2008052274;

THENCE North 85°58'27" East along the Southerly line of said Ramos tract, a distance of 89.39 feet to a 60d nail set in the Westerly line of a 0.2296 acre tract of land conveyed to Howard and Vickie Weaver in deed recorded in Brazoria County Clerk's File No. 1995-004989;

THENCE South 10°56'51" West along Westerly line of said Weaver tract, a distance of 68.47 feet to a 1 inch pipe found at the Southwest corner of said Weaver tract;

THENCE North 73°53'07" East along the Southerly line of said Weaver tract, a distance of 167.98 feet to a 1 inch pipe found at the Southeast corner of said Weaver tract, said point also being the Northwest corner of a 2.00 acre tract of land conveyed to Alvin Independent School District (Alvin ISD) in deed recorded in Brazoria County Clerk's File No. 2014032049;

THENCE South 08°25'04" East along the Westerly line of said Alvin ISD tract, a distance of 114.83 feet to a 1/2 inch rod set at the Southwest corner of said Alvin ISD tract;

THENCE North 84°57'39" East along the Southerly line of said Alvin ISD tract, a distance of 743.89 feet to a 1/2 inch rod set in the approximate centerline of Old Mustang Slough;

THENCE along the approximate centerline of said Old Mustang Slough the following courses and distances:

South 11°49'52" East, a distance of 77.90 feet to a point for corner, and a set 1/2 inch rod;
South 18°59'28" West, a distance of 640.20 feet to a point for corner, and a set 1/2 inch rod;
South 30°46'43" West, a distance of 49.49 feet to a point for corner, and a set 1/2 inch rod;
South 50°41'43" West, a distance of 244.00 feet to a point for corner, and a found 1/2 inch rod;
South 41°08'43" West, a distance of 241.45 feet to a point for corner, and a set 1/2 inch rod;
South 39°57'33" West, a distance of 231.95 feet to a point for corner, and a set 1/2 inch rod;
South 49°12'28" West, a distance of 344.95 feet to a point for corner, and a set 1/2 inch rod;
South 44°00'15" West, a distance of 25.65 feet to a point for corner lying parallel to the high bank of Mustang Bayou, and a set 1/2 inch rod;

THENCE North 11°03’30” West along the high bank of said Mustang Bayou, a distance of 160.54 feet to a point for corner, and a set 1/2 inch rod;

THENCE North 22°26’30” West continuing along the high bank of said Mustang Bayou, a distance of 1,458.38 feet to a 1/2 inch rod set in the Southerly line of said DEZSO ADDITION;

THENCE North 86°22’06” East along the Southerly line of said DEZSO ADDITION, a distance of 490.63 feet to the POINT OF BEGINNING of the herein described tract.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF ALVIN, TEXAS

This petition ("Petition") is submitted and filed with the City Secretary of the City of Alvin, Texas ("City"), by **Binnacle Alvin 31, LLC**, the owner of the land described in Exhibits "A" and "B" (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the corporate limits of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, ~~together with bond issuance costs~~, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is **$5,571,250** (as reflected in Exhibit C). The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 2nd day of September, 2021.

PETITIONER

Binnacle Alvin 31, LLC

By: ____________________
Name: Jerry LeBlanc
Title: Member

STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on September 2, 2021, by Jerry LeBlanc, Member of Binnacle Alvin 31, a Texas LLC, on behalf of said __________.

____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Darcy Lee Szecsy
My Commission Expires
05/01/2025
ID No. 131110182

EXHIBIT A

Metes and Bounds Description

Being a 31.446 acre tract of land out of the B.B.B & C. Railroad Company Survey, Abstract No. 159, situated in Brazoria County, Texas, said tract being more particularly described as follows:

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EXHIBIT B
Property Depiction

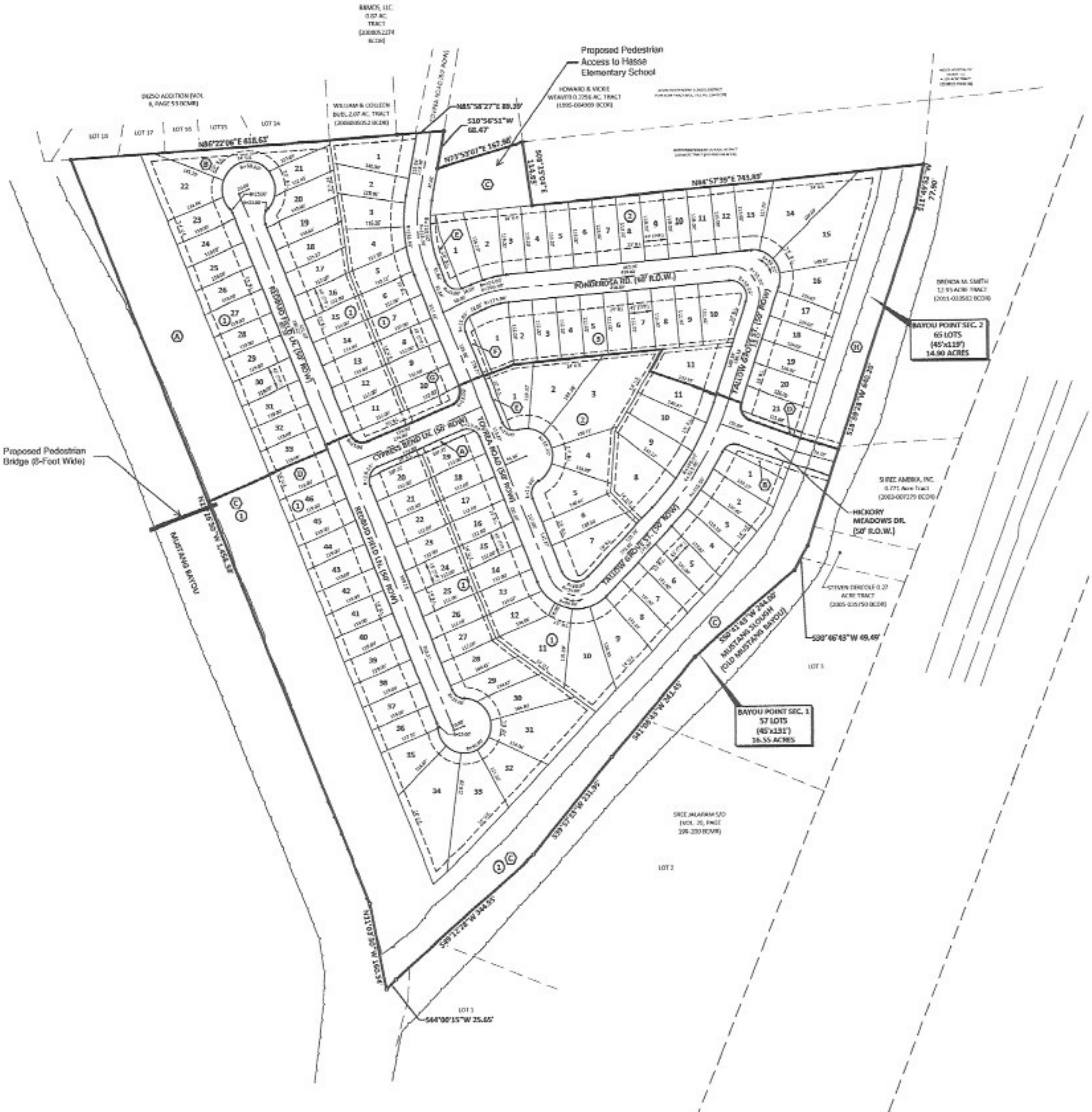


EXHIBIT C

Clearing and Grubbing	$138,000
Erosion Control	$65,000
Water Distribution	$386,000
Floodplain Mitigation (On-site Channel)	$492,000
Sanitary Sewer	$565,000
Storm Sewer Drainage	$1,120,000
Landscaping & Amenities	$948,000
Engineering and Design (20%)	$743,000
Contingency (25%)	$1,114,250
Total Improvements	$5,571,250

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ALVIN TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN.

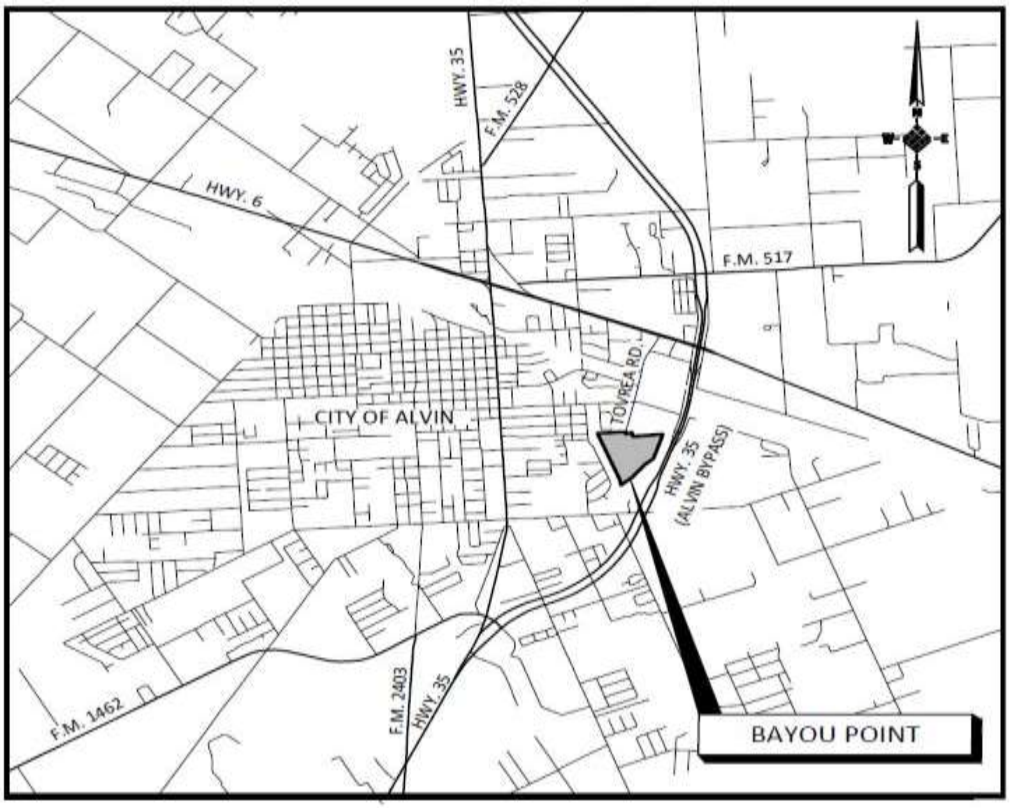
In accordance with Chapter 372.005 of the Texas Local Government Code, the City Secretary has received petitions that request the establishment of a public improvement district (PID). The petitions and a legal description of the property are on file and open for public inspection in the office of City Secretary. A Public Hearing on the advisability of the improvements will be held by the City Council as follows:

TIME: Thursday, November 18, 2021 at 7:00 p.m.

PLACE: City Council Chambers, 216 West Sealy, Alvin, Texas 77511

GENERAL NATURE OF THE IMPROVEMENTS: The improvements are the construction of public utilities (water, sewer, & drainage), floodplain mitigation, landscaping, signage, and other public amenities, contingency provisions, and related improvements within the PID. The estimated costs of the improvements, including financing, are $5,571,250.00 over the life of the PID. The proposed method of assessment is by value, per lot, or per square foot of benefited property. The proposed apportionment of cost is 100% to the PID and 0% to the municipality as a whole.

BOUNDARIES: The boundaries of the proposed Public Improvement District are described in the below map. A full metes and bounds description is on file and open for public inspection in the office of the City Secretary.



BRAZORIA COUNTY KEY MAP NO. 696S
VICINITY MAP

Written and oral objections will be considered at the hearing.

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, MARCH 4, 2021
6:00 P.M.

CALL TO ORDER
BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:06 P.M. in the Council Chambers at Alvin City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Gabe Adame, Adam Arendell, Glenn Starkey, Keith Thompson, and Martin Vela. Staff member present: Junru Roland, City Manager, Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Larry Buehler, Director of Economic Development; and Michelle Segovia, City Engineer.

WORKSHOP ITEMS:

Discuss the Bayou Point Development
Developers for this project presented information before City Council on the proposed Bayou Point Development project off of SH35 Bypass. Said development will include patio, zero lot line homes with 45-50 foot front width, and home values ranging from $275,000-325,000. Phase I of this project will include floodplain mitigation, connection to SH35, entry monument and landscaping, and utilities and pavement to serve Section 1. Phase 2 will include a pedestrian bridge over Mustang Bayou, and utilities and pavement to serve Section 2. Phase 3 will include a connection to Tovrea Road, connection to Hasse Elementary, and utilities and pavement to serve Section 3. This development will include hike and bike trail connectivity.

Traffic Impact Analysis along SH35 includes median modification for a left turn lane from SH35, right turn deceleration lane from SH35, and a boulevard entrance from SH35 35 with monument. Due to the Traffic Impact Analysis along Tovrea Road, the City has requested the Developer improve the existing asphalt pavement with roadside ditch to a 28-foot wide concrete curb and gutter street with storm sewer and sidewalks.

ADJOURNMENT
Mayor Horn adjourned the meeting at 6:34 p.m.

PASSED and APPROVED the 18h day of March 2021.

Paul A. Horn, Mayor

ATTEST:
Dixie Roberts, City Secretary

Mustang Point

City of Alvin Planning Commission Meeting

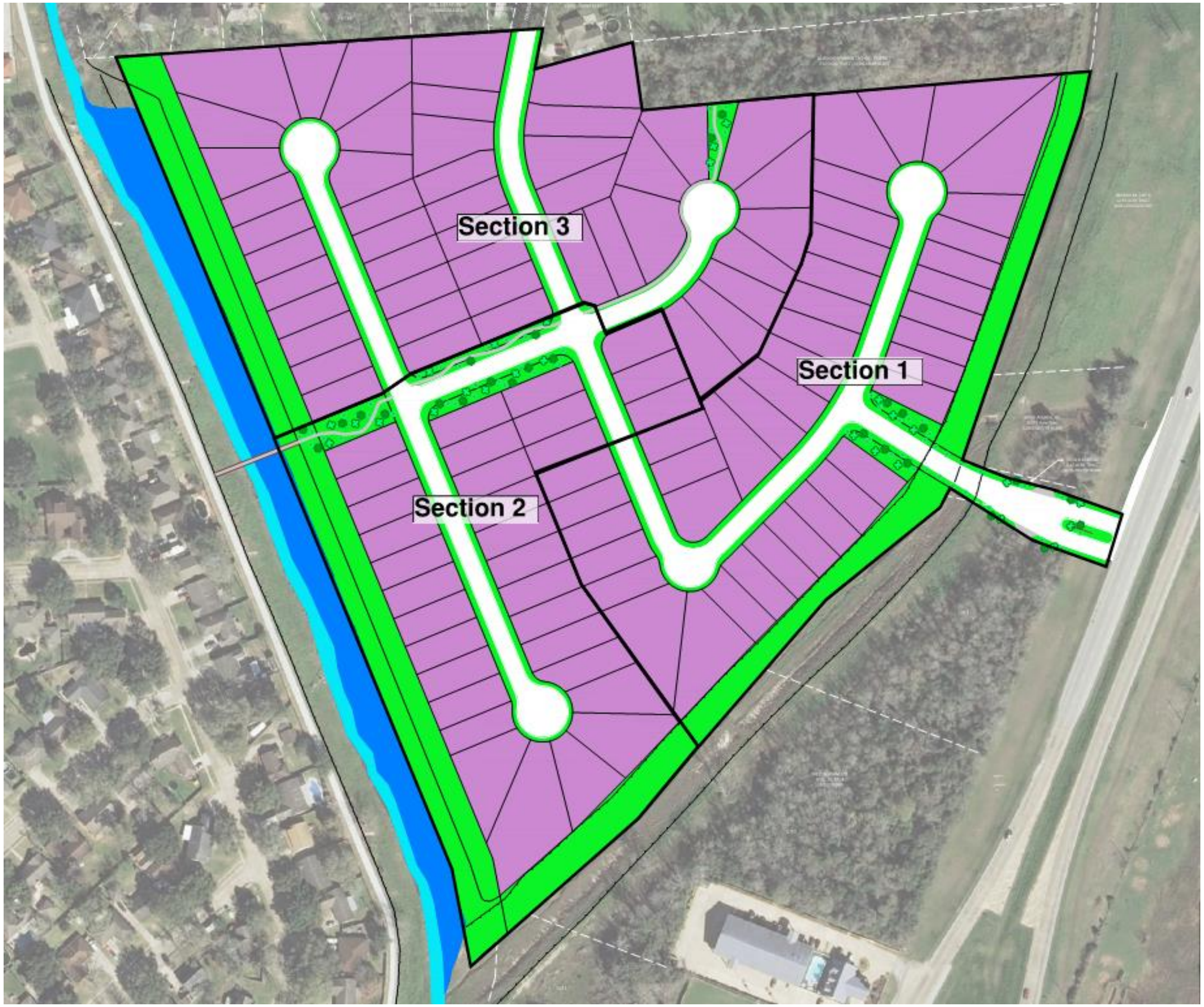
September 15, 2020

Introduction – Binnacle Development

- Founded in 2014
- Current Projects
  - Bayou Maison (Dickinson, Texas)
  - Costal Point (Texas City, Texas)
  - Central Park (Texas City, Texas)
  - Herons Landing (Texas City, Texas)
  - Lone Trail Village (Texas City, Texas)
  - Marlow Lake (Texas City, Texas)
- Past Projects
  - Hidden Lakes (League City, Texas)
- Future Projects
  - Brookwater (Texas City, Texas)
  - Padgett Tract (Texas City, Texas)

IDS Engineering Group

Development Layout Map

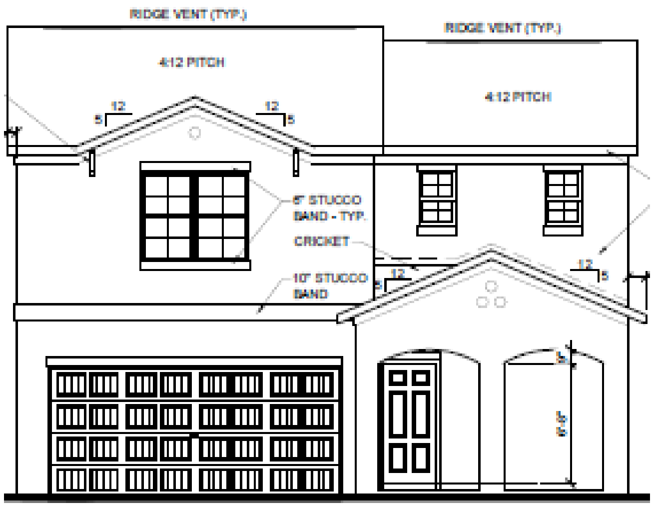


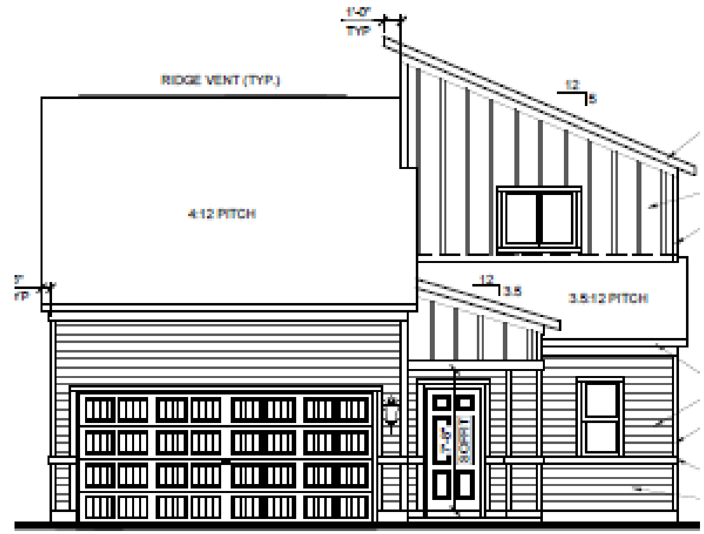
IDS Engineering Group

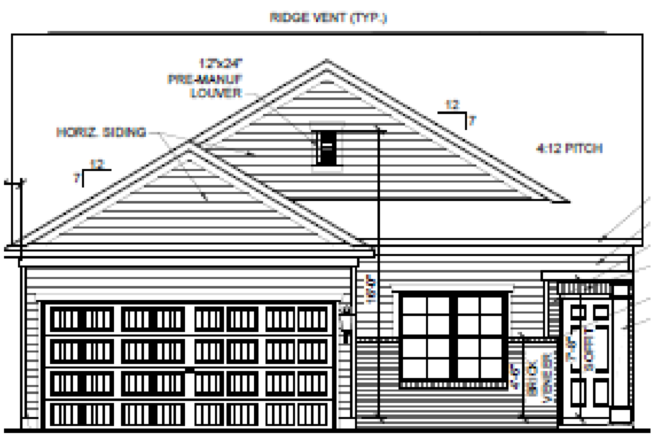
Lots

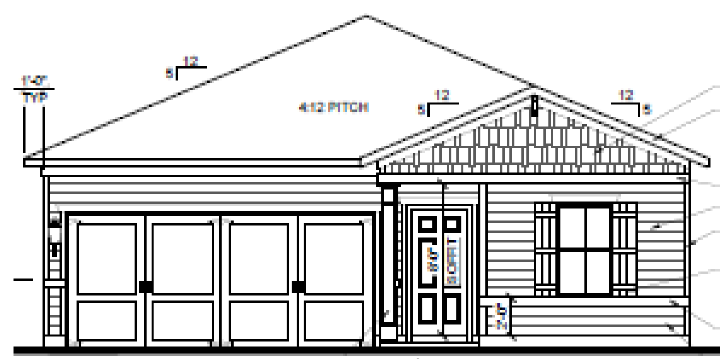
- Patio Home Lots (Ch. 23.5, Article 3)
- Zero Lot Line
- Size: 45 and 50-Foot Front Width
- Home Values Range: $275,000 - $325,000

Example Front Elevations









IDS Engineering Group

Proposed Development Phasing

Phase 1

- Floodplain Mitigation
- Connection to State Highway 35
- Entry Monument and Landscaping
- Utilities and Pavement to serve Section 1

Phase 2

- Pedestrian Bridge
- Utilities and Pavement to serve Section 2

Phase 3

- Connection to Tovrea Road
- Connection to Hasse Elementary
- Utilities and Pavement to serve Section 3

IDS Engineering Group

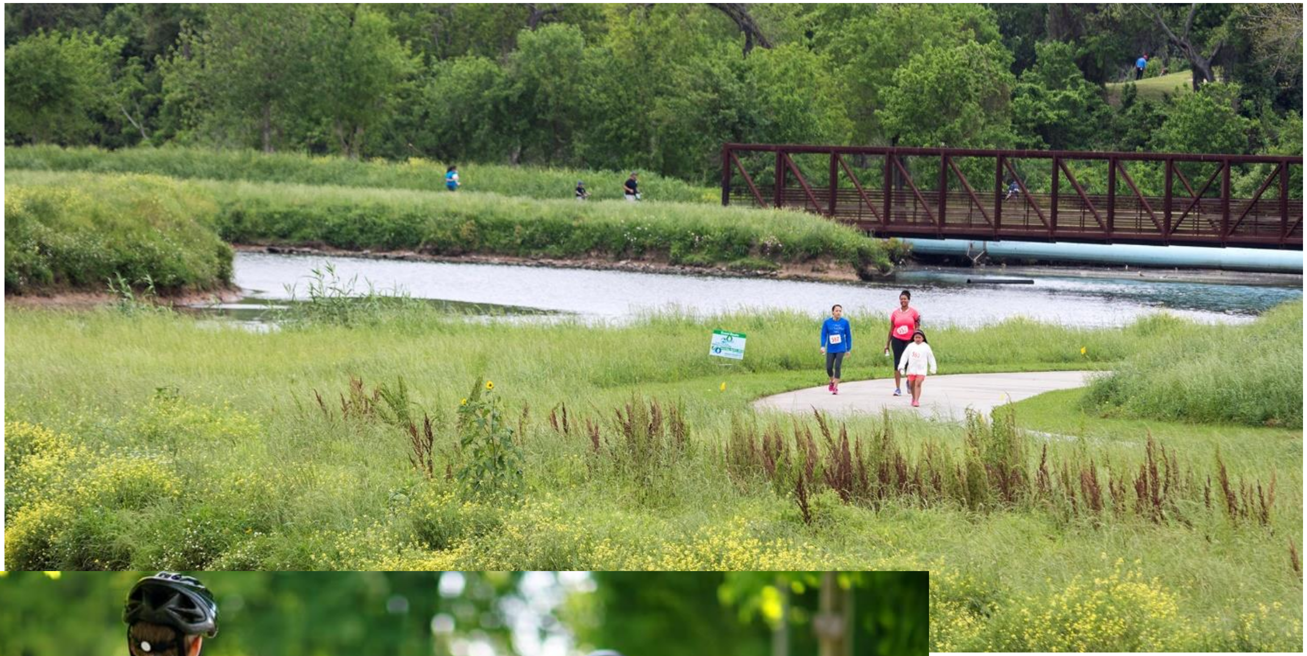
Entry Monument Examples

IDS Engineering Group

Pedestrian Bridge Across Mustang Bayou

IDS Engineering Group

Hike and Bike Trail Connectivity



IDS Engineering Group

Proposed Connection to Hasse Elementary

IDS Engineering Group

Traffic Impact Analysis – State Highway 35

- Median Modification for Left Turn Lane from State Highway 35
- Right Turn Deceleration Lane from State Highway 35
- Boulevard Entrance from State Highway 35 with Monument

EXISTING

PROPOSED

IDS Engineering Group

Traffic Impact Analysis – Tovrea Road

- The City of Alvin has requested the developer improve the existing asphalt pavement with roadside ditch to a 28-foot wide concrete curb and gutter street with storm sewer and sidewalks

EXISTING

PROPOSED

IDS Engineering Group

Parkland Dedication

IDS Engineering Group

- **Engineering, Land Planning and Hydraulic Analysis** – IDS Engineering Group
- **Geotechnical** - Terracon
- **Traffic** – Traffic Engineers
- **Economic Study** – Meyers MetroStudy
- **Landscaping Design** – Terralab Landscape Architects
- **Environmental** – DCH Environmental Consultants
- **PID Consultant** – Hawes Hill & Associates

Consultants

From: Junru Roland
To: Mayor and City Council
Cc: Dixie Roberts; Suzanne Hanneman
Subject: 4 things
Date: Wednesday, September 29, 2021 6:57:00 PM
Attachments: Lando Development - MUD 51 (North of Forest Heights).pdf
Bayou Point -- Council Minutes and Developer"s Presentation to Planning Commission.pdf

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Bayou Point Development:
I am also attaching the council minutes and the Planning Commission Presentation for the Bayou Point Development in which the developer is proposing to use a Public Improvement District method to finance the development. A Public Improvement District (PID) is a designated area where property owners pay a special assessment for improvements and services within that area. The services must benefit the PID area, and are supplemental to services already provided by the city. We are planning to have the 1st public hearing for the creation of a PID for this development on October 21st.

AGENDA COMMENTARY

Meeting Date: 10/21/2021

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

Agenda Item: Consider a Developer Agreement between Brazoria County, Texas, the City of Alvin, Texas, and Lando Development, LTD., to jointly participate in the development and extension of Cardinal Drive (County Road 149) in accordance with the terms and conditions as set forth in the Developer Agreement; and authorize the Mayor to sign the said Agreement upon legal review.

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

Summary: Lando Development, LTD is proposing to develop a subdivision adjacent to a portion of the proposed extension of Cardinal Drive (County 149). During a Council workshop regarding the development, discussions were had regarding County Road 149, and Council requested the developer to conduct a Traffic Impact Analysis. As a result of that analysis, it was recommended that County Road 149 be extended. Thereafter, staff and Lando Development contacted the County for their requirements regarding the extension of County Road 149. A Developer Agreement was drafted by the County, delineating responsibilities for the extension of County Road 149. The major context of the Development Agreement includes the preservation of right-of-way and the construction of a boulevard along the proposed extension of County Road 149.

Preservation of Right of Way for Extension of County Road 149

Lando Development, LTD will dedicate 60 feet (the south ½ of the ultimate right-of-way) necessary for the extension of County Road 149

The City will require future developer(s) forming the north ½ of County Road 149 to dedicate a minimum right-of-way of 60 feet (the north ½ of the ultimate right-of-way).

Preservation of Right of Way for future railroad grade separation

Lando Development, LTD will dedicate a varying width of 60 to approximately 165 feet (one-half of the ultimate right of way) of right-of-way to accommodate for a future railroad grade separation.

The City will attempt to require future developers of the north ½ of County Road 149 to dedicate right-of-way equal to Lando Development, LTD.

Construction of a Boulevard

Lando Development, LTD will construct a 25-foot boulevard section for County Road 149 from intersection of County Road 149 and County Road 529 through the subdivision entrance.

Staff recommends approval of the Developer 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:** 10/13/2021 SLH

Supporting documents attached:

- Developer Agreement

Recommendation: Move to approve a Developer Agreement between Brazoria County, Texas, the City of Alvin, Texas, and Lando Development, LTD., to jointly participate in the development and extension of Cardinal Drive (County Road 149) in accordance with the terms and conditions as set forth in the Developer Agreement; and authorize the Mayor to sign the said Agreement upon legal review.

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

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

DEVELOPER AGREEMENT

TRANSPORTATION IMPROVEMENTS PROJECT

EXTENSION OF CARDINAL DRIVE (COUNTY ROAD 149)

This developer agreement (the "Agreement") is made by and between the County of Brazoria, Texas (the "County"), the City of Alvin, Texas (the "City"), and Lando Development, LTD., a Texas limited partnership ("Owner"). County, City, and Owner may be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Owner is developing a subdivision adjacent to a portion of the proposed extension of Cardinal Drive (County Road 149) located within the extra territorial jurisdiction of the City of Alvin as shown on Exhibit "A"; and

WHEREAS, the City intends to annex the property (the "Property") where the proposed subdivision (the "Subdivision") will be located and Cardinal Drive; and

WHEREAS, Owner does not have public right-of-way frontage necessary for the development of the Subdivision; and

WHEREAS, Owner is dedicating one-half of the necessary public right-of-way for the development and extension of Cardinal Drive and future railroad grade separation in the plats for the Subdivision through the City; and

WHEREAS, by way of this Agreement, the County, City, and Owner wish to formalize their agreement to jointly participate in the development and extension of Cardinal Drive; and

WHEREAS, City warrants that its City Council approved this Agreement on October 21, 2021, authorizing its Mayor to execute it on the City's behalf; and

WHEREAS, County warrants that its Commissioners Court approved this Agreement by Court Order No. _________________ dated ___________________, authorizing its County Judge to execute it on the County's behalf.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, the City, and Owner hereby agree to jointly participate in the development and extension of Cardinal Drive, all in accordance with the terms and conditions set forth herein.

SCOPE OF THE PROJECT

The scope of the Project includes Owner dedicating the south one-half of the right-of-way necessary for the extension of Cardinal Drive from the existing street connection at the intersection of County Road 149 and County Road 529 to the east Property boundary and constructing a portion of a one-half boulevard as further defined below (collectively, the "Project"):

AGREEMENT

The Parties agree to provide the following services, either directly or by contracting, and the following levels of funding, subject to the conditions and exceptions in this Agreement.

The County shall be responsible for the following:

a. Allow a proposed intersection with the extension of Cardinal Drive and the Subdivision entrance within 1,700 feet of the existing street connection at the intersection of County Road 149 and County Road 529, but no more than 500 feet west of the future proposed bridge landing as determined by Owner's engineer and approved by County or, if annexed, the City.
b. Relieve Owner of any obligation to design and construct a 25-foot half boulevard from the Subdivision entrance to the east Property boundary.
c. If Cardinal Drive is built before annexation, review and approve the design and engineering of Cardinal Drive.
d. After review and approval of the design and engineering of Cardinal Drive, whether by County or City, grant any necessary County permits for the construction of Cardinal Drive.
e. If Cardinal Drive is built before annexation, provide oversight of necessary testing and inspections contracted by Owner to ensure all improvements are constructed as designed and engineered and for compliance with County regulations and standards.

The City shall be responsible for the following:

a. Allow a proposed intersection with the extension of Cardinal Drive and the Subdivision entrance within 1,700 feet of the existing street connection at the intersection of County Road 149 and County Road 529, but no more than 500 feet west of the future proposed bridge landing as determined by Owner's engineer and approved by County or, if annexed, the City.
b. Relieve Owner of any obligation to design and construct a 25-foot half boulevard from the Subdivision entrance to the east Property boundary.
c. If Cardinal Drive is annexed before construction, review and approve the design and engineering of Cardinal Drive.
d. After review and approval of the design and engineering of Cardinal Drive, if by City, grant any necessary City permits for the construction of Cardinal Drive.
e. If Cardinal Drive is annexed before construction, provide oversight of necessary testing and inspections contracted by the Owner to ensure all improvements are constructed as designed and engineered and for compliance with City regulations and standards.

f. Require the developer(s) fronting the north half of Cardinal Drive to dedicate a minimum right-of-way width of 60 feet from the existing street connection at the intersection of County Road 149 and County Road 529 to the eastern property boundary owned by such developer or the railroad right-of-way.
g. Make every reasonable attempt to require the developer(s) fronting the north half of Cardinal Drive to provide additional public right-of-way equal to Owner's dedication from Owner's subdivision entrance to the east property boundary or the railroad right-of-way to accommodate for a future railroad grade separation.
h. Require all development between the railroad right-of-way and North Gordon Street to provide a minimum 120 feet of public right-of-way for the proposed Cardinal Drive/Victory Lane thoroughfare connection.
i. Make every reasonable attempt to require the developer(s) east of the railroad to provide additional public right-of-way to accommodate for a future railroad grade separation to be constructed mirroring the footprint depicted in attached Exhibit "A".

Owner shall be responsible for the following:

a. Dedicate 60 feet (one-half of the ultimate right-of-way) of public right-of-way for Cardinal Drive from the existing street connection at the intersection of County Road 149 and County Road 529 through the Subdivision entrance, as depicted on attached Exhibit "A".
b. Dedicate a varying width of 60 feet to approximately 165 feet (one-half of the ultimate right-of-way) of public right-of-way from the Subdivision entrance to the eastern property boundary to accommodate for a future railroad grade separation, as depicted on attached Exhibit "A".
c. Construct a 25-foot half boulevard section for Cardinal Drive from the existing street connection at the intersection of County Road 149 and County Road 529 through the Subdivision entrance.

The Owner hereby agrees that any land or property it dedicates to the public as reflected on the final plat(s) is roughly proportional to the need for such land and Owner hereby waives any claim therefore that it may have. Owner agrees that the contribution to build or cost of building the above-described improvement is roughly proportional to the need for such improvement and Owner hereby waives any claim therefore that it may have. Owner further acknowledges and agrees that all prerequisites to such determination of rough proportionality have been met, and that any costs incurred relative to said dedication are related both in nature and extent to the impact of the development and its needs. Owner, the County, and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. Town of Tigard,* 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the foregoing, including all dedications of land and costs of improvement. Owner hereby releases the County and the City from any and all liability under Sections 232.110 and 212.904 of the Texas Local Government Code, related to the cost of infrastructure improvements required under this Agreement.

Governing Law:

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas.

The Parties desire to cause to have constructed the Project on behalf of the County, the City, and Owner for purposes of public safety.

No noncompliance shall be a default unless written notice is given as provided hereinafter and the noncompliance continues for thirty (30) days thereafter, provided that if the noncompliance is of a nature which requires a longer time to cure, then there shall be no default provided the Party has commenced such cure within the thirty (30) day period and thereafter diligently prosecuted such cure to conclusion. In the event of default, a Party shall have the right to bring an action at law against the defaulting Party.

All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, or emailed, properly addressed as follows:

Owner:
Lando Development, LTD.
c/o Summit Management, LLC
3800 Southwest Freeway, Suite 302
Houston, Texas 77027
Telephone: 713-350-2732
Email: kadkins@summitoftexas.com

County:
County Engineer
Brazoria County, Texas
111 E. Locust Street
Angleton, Texas 77515
Telephone:(979) 864-1265
Facsimile:(979) 864-1270
Email: matth@brazoria-county.com
clayF@brazoria-county.com

City:
City Engineer
City of Alvin, Texas
1100 W. Highway 6
Alvin, Texas 77511
Telephone: (281) 388-4341
Facsimile: (281) 331-7516
Email: msegovia@cityofalvin.com

Notices shall be deemed to be given upon personal delivery, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service or emailed.

The design and construction obligations under this Agreement may be assigned by Developer to Brazoria County Municipal Utility District No. 51, upon notice in writing to the other parties; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement in the form attached hereto as Exhibit "B" to the non-assigning parties.

This Agreement constitutes the entire agreement of the Parties with respect to the Project described herein. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by further agreement in writing duly executed by the Parties hereto. All understandings and agreements heretofore between the Parties with respect to the Project are merged in this Agreement, which alone fully and completely expresses their understanding.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement may be executed in multiple, separate counterparts, each of which shall be deemed an original.

Nothing contained in this Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the Parties hereto (or any other parties or affiliates thereof).

Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The Parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

Executed this _______ day of ____________________________, 2021.

Brazoria County, Texas

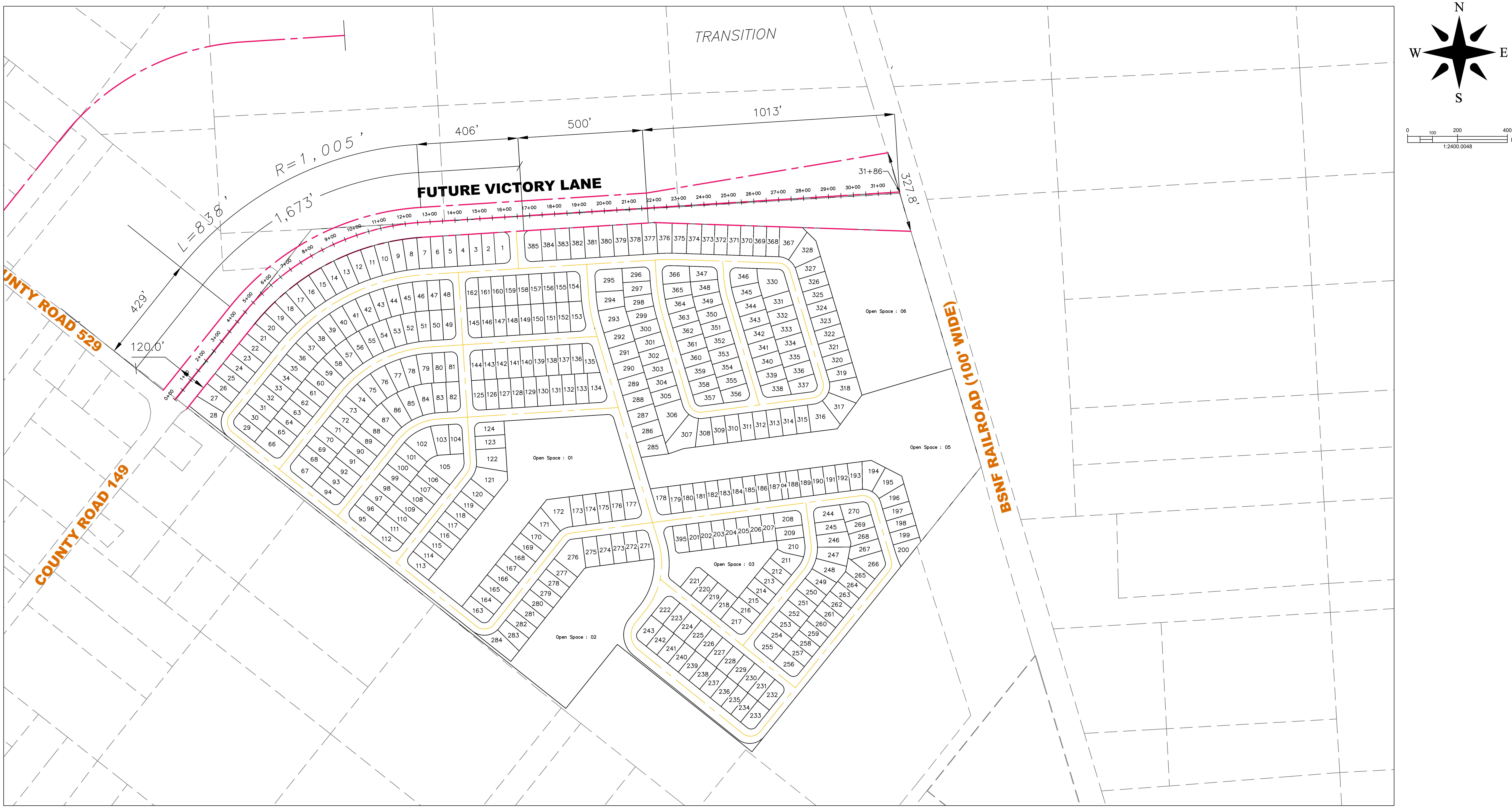
By:________________________________
L. M. "Matt" Sebesta, Jr.
County Judge

Lando Development, LTD.

By:______________________________
Printed Name:______________________
Title:_____________________________

City of Alvin, Texas

By:______________________________
Printed Name:______________________
Title:_____________________________



GEOMETRICS OF FUTURE VICTORY LANE RIGHT-OF-WAY ARE APPROXIMATE. THE ULTIMATE RIGHT-OF-WAY WIDTHS ARE TO BE DETERMINED

FUTURE VICTORY LANE EXTENSION

EXHIBIT A

PARTIAL ASSIGNMENT OF DEVELOPER AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

Lando Development, Ltd., a Texas limited partnership ("Assignor"), hereby assign all of its design and construction obligations and liabilities in and to that certain Developer Agreement dated _______________, 2021 (the "Agreement"), between Assignor, County of Brazoria, Texas, and City of Alvin, Texas, to Brazoria County Municipal Utility District No. 51 (the "District"), a political subdivision of the State of Texas ("Assignee").

By execution of this Assignment, Assignee hereby accepts such assignment and assumes all of Assignor's design and construction obligations and liabilities in and to the Agreement, except any financing obligations of the Assignor contained within the Agreement.

EFFECTIVE as of ____________________, 2021.

ASSIGNOR:

LANDO DEVELOPMENT, LTD.,
a Texas limited partnership

By:_________________________________
Name:_______________________________
Title:_______________________________

ASSIGNEE:

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

By:_________________________________
Name:_______________________________
Title:_______________________________

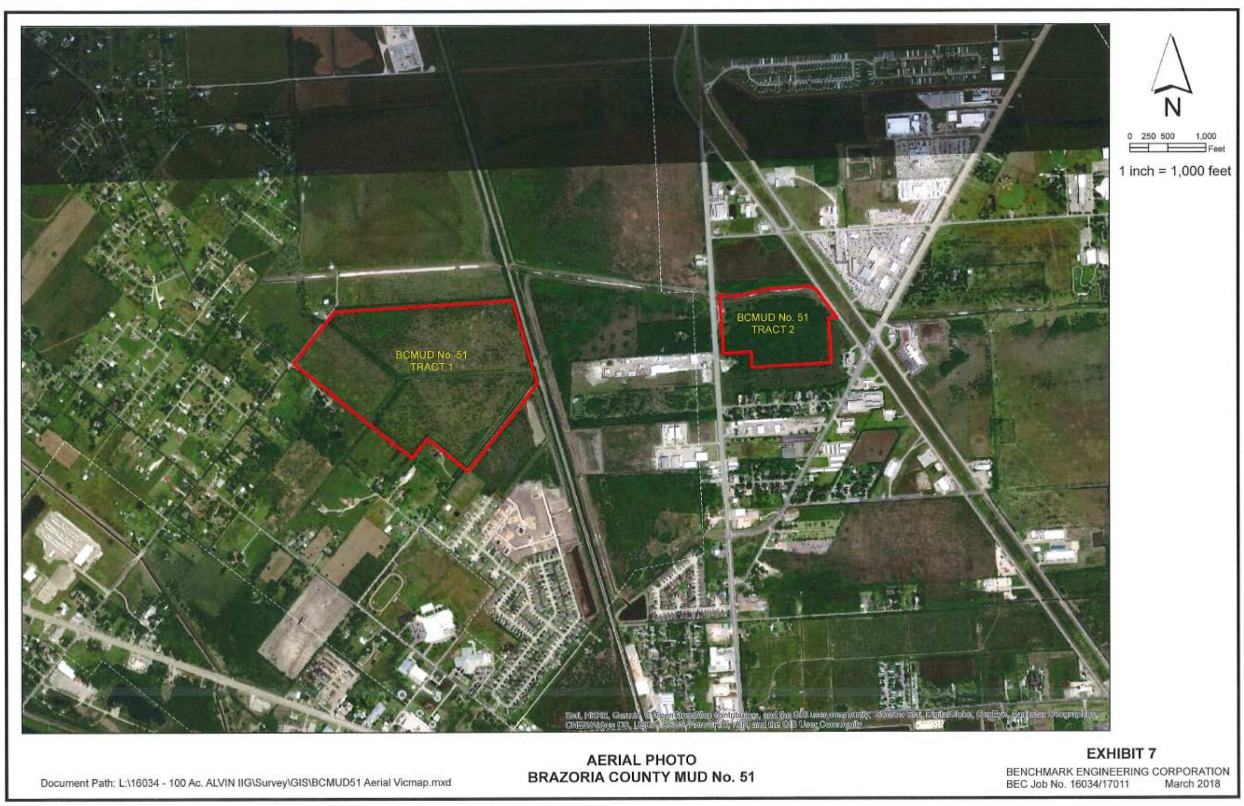
Alvin TEXAS
www.alvin-tx.gov

CITY OF ALVIN **Economic Development**
216 West Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4244 ♦ FAX (281) 331-7215

The landowner raised the price which led to Kevin Cole terminating the contract for the northern 128 acres. Junru 01/13/2021

DATE: **January 6, 2021**
To: **Junru Roland, City Manager**
From: **Larry Buehler**
Re: **Lando Residential Development**

This correspondence is to review and update you on the proposed residential development from Lando Development. While drafting the Utility Services Agreement, Kevin Cole placed a contract on the tract of land adjacent and on the north side of the 107 acres to also develop as a residential subdivision. The City negotiated a plan to provide water and wastewater services to the developments. Currently, the Kevin Cole tract has been removed form this project and the City is moving forward with the Lando tracts. Below is a map showing the two Lando tracts followed by a brief discussion.



Lando Development owns a 107.1041-acre tract to be annexed into the City of Alvin and a 30.5187-acre tract already inside the City of Alvin. They desire to create a Municipal Utility District to provide for the water distribution system and the wastewater collection system. The District will be Municipal Utility District #51 (MUD #51). On January 17, 2019, Council approved the consent for creation of MUD #51. The 107.1041-acre tract is located off of Cardinal Drive and has approximately 393 lots planned. the 30.5187-acre tract is located off on North Business 35 and has approximately 127 lots planned. There is planned phasing of the buildout of lots. A traffic Impact Analysis was completed along with coordination through Brazoria County Engineering concerning roadways. The Utility Services Agreement will include an exhibit showing the Right of Way (ROW) to be dedicated for future roadway expansion. Included in this Agreement are roadway improvements and a schedule for construction of the amenities inside the development. All permitting will be conducted through the City of Alvin to ensure the value of all residential development complies with all city ordinances as stipulated in the Agreement. Once the final draft of the Agreement is complete, staff will place on your council agenda for consideration.

The County is requiring that the developer reserve ROW to proceed with this development. We are requiring a signed agreement between the County & Lando -- agreeing to comply with the County's ROW requirement and extension of Cardinal Drive/Victory Lane.
Junru

Agenda Commentary

Meeting Date: 10/21/2021

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

Agenda Item: Consider Resolution 21-R-26, approving a Utility Services Contract with Lando Development, LTD. for the development of Municipal Utility District (MUD) 51; and authorize the Mayor to sign the Contract upon legal review.

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

Summary: On January 17, 2019, City Council consented to the creation of Municipal Utility District (MUD) 51 -- approximately 137.6228 acres of land (107.1041 acres to be annexed into the City (located north of County Road 529 at the existing end of County Road 149) and 30.5187 acres within the corporate boundaries of the City, northwest of FM 528 between Victory Ln and Lulac). Lando Development, LTD. (Lando) intends to create the MUD over the property and plans to request the MUD to construct and finance a water distribution system and a wastewater collection system to serve the property.

Lando is requesting to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City. Key elements of this agreement include the City's completion of the Lift Station 30 expansion project, the 54" Eastside Interceptor Project, and the Lift Station 23 expansion project – all of which are in the process of being constructed. These projects are necessary to serve northern Alvin, which includes the proposed Lando development.

In addition, because the consent to the creation occurred prior to the current Planned Unit Development Ordinance 20-G, staff recommends that this development be developed in accordance with the single-family residential lot size requirement in effect prior to the adoption of Ordinance 20-G (adopted by City Council on March 5, 2020) – which is minimum width lot sizes of 50'.

Lastly, the proposed Utility Services Contract does not obligate the City to rebate annual payments to the MUD.

Resolution 21-R-26 will approve the Utility Services Contract with Lando Development, LTD for the residential development. Staff recommends approval of Resolution 21-R-26.

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:** 10/13/2021 SLH

Supporting documents attached:

- Resolution 21-R-26
- Utility Services Contract with Exhibits (including the Concept Plan in Exhibit E)

- Memo from CM - MUD 51
- Lando Development MUD 51 – CM Email

Recommendation: Move to approve Resolution 21-R-26, approving a Utility Services Contract with Lando Development, LTD. for the development of Municipal Utility District (MUD) 51; and authorize the Mayor to sign the Contract upon legal review.

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

RESOLUTION NO. 21-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY SERVICES CONTRACT WITH LANDO DEVELOPMENT, LTD. AND ON BEHALF OF THE BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT 51, ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES FOR THE LANDO DEVELOPMENT; AND AUTHORIZING THE MAYOR TO SIGN UPON LEGAL REVIEW.

WHEREAS, the City of Alvin, Texas (the "City"), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the property owned by Lando Development inside Municipal Utility District 51 consists of approximately 107.1041 acres in Tract 1, to be annexed into the City, and 30.5187 acres in Tract 2, currently within the corporate boundaries of the City; and

WHEREAS, Single family residential lots will be developed in accordance with the requirements in the Planned Unit Development, Article VI – Planned Unit Development prior to Ordinance 20-G;

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

Section 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes. City Council hereby finds and declares that the terms of this Resolution will be beneficial to the City and its residents.

Section 2. **Approval of Utility Services Contract.** City Council does hereby approve the Utility Services Contract with Lando Development Ltd., and the Municipal Utility District 51, and authorizes the Mayor to sign upon legal review.

Section 3. **Open Meetings Act.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. This Resolution shall take effect immediately upon its passage.

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

CITY OF ALVIN, TEXAS **ATTEST**:

By: ______________________________ By: ______________________________

Paul A. Horn, Mayor Dixie Roberts, City Secretary

UTILITY SERVICES CONTRACT BETWEEN
THE CITY OF ALVIN, TEXAS AND
LANDO DEVELOPMENT, LTD.
ON BEHALF OF THEMSELVES
AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

This UTILITY SERVICES CONTRACT (this "Contract") dated as of September ____, 2021, is entered into between THE CITY OF ALVIN, TEXAS (the "City"), and LANDO DEVELOPMENT, LTD., a Texas limited partnership ("Developer"), on behalf of themselves and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51 (the "District") (hereinafter the term "District" shall be construed to include both Developer and the District, as it is the intention of the parties to this Contract that all rights, benefits and obligations pursuant to this Contract shall ultimately be assigned to the District upon its creation and confirmation, except as otherwise provided herein. Thus, the representations made herein by the District represent Developer's commitment to cause or direct the same to occur).

RECITALS

The City is a municipal corporation that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a fire department, and provides other municipal services.

Developer owns approximately 107.1041 acres to be annexed into the corporate boundaries of the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes ("Tract 1"), and approximately 30.5187 acres within the corporate boundaries of the City, which is more particularly described in **Exhibit A-1** attached hereto and incorporated herein for all purposes ("Tract 2") (Tract 1 and Tract 2 are collectively referred to herein as the "Property"). Developer intends to create the District over the Property and plans to request the District to construct and finance a water distribution system and a wastewater collection system to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately.

The District is a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality (the "Commission"), and will be confirmed by an election.

Developer, on behalf of itself and the District, would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and to provide for the construction and financing of the District's water and wastewater facilities to serve the District which will be transferred for ownership, operation, and maintenance by the City after completion, subject to the terms of this Contract. The parties recognize that the District cannot approve and execute this Contract until the District is created and confirmed by majority vote at a confirmation election. The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer, on behalf of itself and the District, agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context indicates others, capitalized terms used in this Contract shall have the following meanings:

City means the City of Alvin, Texas.

City System means the City Wastewater System and the City Water System.

City Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

City Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

Commission means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

Construction Costs means all costs associated with the design and construction of the Oversized Facilities, including, but not limited to, design costs; costs of construction and acquisition; setup and installation fees paid in connection with the Facilities; costs of acquiring necessary licenses or permits; engineering studies, engineering, fiscal, legal, and administrative costs; costs of material and soil testing; storm water pollution prevention plan enforcement costs; geotechnical, inspection and engineering costs for construction-phase services; costs of legal proceeding or judgment; land costs, whether fee title or easements, and all other items and expenses of a similar or different nature reasonably required for the construction or acquisition of the Oversized Facilities, including contingencies.

Creation Resolution means the Resolution of the City of Alvin, Texas, containing various City conditions and requirements related to the establishment of the District.

District means Brazoria County Municipal Utility District No. 51, and all land to be included in said District at creation and thereafter.

District Drainage System means the storm water system that will be constructed by the District for the collection and conveyance of collected storm water within the District.

District Obligations means the bonds, bond anticipation notes or other debt of the District related to the financing, construction, and/or acquisition of water, sanitary sewer, drainage and detention, road, and park and recreational facilities, and any other facilities the District is authorized to acquire by state law.

District System means the District Water System, the District Wastewater System, and the District Drainage System.

District Wastewater System means the wastewater system that will be constructed by the District to serve the District for the collection of wastewater received from customers within the District, and will include any sewer trunk line, lift station, and force main that will be required to transport wastewater to the Point of Connection of Wastewater.

District Water System means the water supply and distribution system that will be constructed by the District for the treatment and distribution of potable water to serve customers of the District, ending at the Point of Connection of Water.

ESFC means equivalent single-family connection.

Oversized Facilities means water, sewer, and/or drainage facilities, sized or constructed to serve areas outside the District, if any, as further provided in Section 2.1.4.

Point of Connection of Wastewater means that point where the District Wastewater System may connect to the City Wastewater System as shown on **Exhibit B-1**. The District and Developer shall work diligently to acquire the route (the "Option 1 Route") shown on **Exhibit B-1** which is required to connect the District Wastewater System in Tract 1 to the Point of Connection of Wastewater shown on **Exhibit B-1**. Notwithstanding the foregoing, however, in the event that the District or Developer cannot acquire the Option 1 Route from the landowner within 90 days after making a fair market value offer, as supported by an appraisal conducted by a certified real property appraiser to the landowner for the Option 1 Route, then the City may consider the route (the "Option 2 Route") shown on **Exhibit B-2** to connect the District Wastewater System in Tract 1 to the Point of Connection of Wastewater shown on **Exhibit B-2**."

Point of Connection of Water means that point or points where the District Water System connects to the City Water System as shown on **Exhibit C**.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Subdivision Ordinance, Chapter 21 of the City's Code of Ordinances, in particular the "Design Criteria Manual," and the City's Water and Sewer Ordinance, Chapter 25 of the City's Code of Ordinances, both as may be amended or superseded by the City from time to time.

Wastewater Services means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Contract.

Water means potable water that meets federal and state standards for consumption by humans.

ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY, WASTEWATER SERVICES, AND DRAINAGE SERVICES TO THE DISTRICT

2.1 Construction of the District Water, Wastewater, and Drainage Systems

2.1.1 Construction and Standards for Water, Wastewater, and Drainage Facilities Constructed in the District. The District shall design and construct, at its sole cost and expense, the District Water System, the District Wastewater System, and the District Drainage System to serve the District. The District Water System shall include all facilities necessary to convey water from each Point of Connection of Water to the District's customers. The District Wastewater System shall include all facilities necessary to transport Wastewater from the District's customers to each Point of Connection of Wastewater.

The District agrees that it will require all contractors who construct facilities for the District that will be ultimately conveyed to the City to provide a maintenance bond to the District in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The District will be responsible for and take care of all routine maintenance along with any other more serious issues within the first year.

Plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the District's installation or construction of same. The District System, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be conveyed to the City or Brazoria County Conservation and Reclamation District No. 3, as appropriate, or dedicated to the public for installation of public utilities.

2.1.2 Completion of Facilities. Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals: (a) the District or Developer shall (i) order the District's Engineer to certify that the completed facilities have been completed in accordance with the plans approved by the City, and (ii) certify that all bills and sums of money due in connection with the facilities have been fully paid and that the facilities are free from any and all claims and liens; (b) the District Engineer shall provide copies of the construction drawings as required by the City's subdivision ordinance; and (c) the District will then convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to or on behalf of the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District in any conveyed facilities; provided that the District may not transfer or assign such reserved capacity outside the District without City consent, and any excess capacity not required to serve the District following full buildout within the District or any Oversized Facilities shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit D** and no conveyance shall be effective until accepted by the City in writing after the expiration of the one (1) year maintenance period, which acceptance shall not be unreasonably delayed, withheld, or denied. The City shall incorporate conveyed facilities into the City System.

2.1.3. Billing and Collection. The City will bill and collect for water and sanitary sewer service within the District. All revenues from providing water and sanitary sewer service shall be the property of the City.

2.1.4 Oversized Facilities. In conjunction with the design and construction of the District System, as described in this Article, the City may determine from time to time that certain portions of the District System should be sized to serve areas outside the District, as well as areas within the District, or the City and the District may determine that the District should construct certain water, sewer, and/or drainage facilities outside the District to serve areas outside the District (in either case, facilities sized or constructed to serve areas outside the District shall be referred to in this Agreement as the "Oversized Facilities"). Subject to the terms and conditions of this Section, the District hereby agrees that, in conjunction with the design and construction of the District System as set out in this Agreement, the District shall cooperate with the City to include the Oversized Facilities as required by the City. The City, in turn, hereby agrees that as between the District and the City, the City shall fund the greater of (a) its pro rata share of the Construction Costs of any Oversized Facilities (based upon the additional capacity necessitated by the City's requirement of or request for Oversized Facilities), or (b) the difference between the Construction Costs of any Oversized Facilities and what would have been the Construction Costs for the facilities needed to serve the District only. To carry out the design and construction of Oversized Facilities, the City and the District agree to enter into a Development Agreement in a form mutually agreeable to the City and the District for the oversizing of such facilities. If the Oversized Facilities are designed and constructed by the District as part of the design and construction of District System, the Construction Costs of the Oversized Facilities shall be determined in accordance with Commission rules and regulations so that related Construction Costs will be shared by the City and the District on the basis of benefits received, which are generally the design capacities in the Oversized Facilities for the City and the District respectively.

2.2 Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply and water distribution line capacities in order to serve customers within the District's boundaries, and same shall be provided to each Point of Connection of Water.

2.3 Wastewater Trunk Line Capacity. The City shall provide the District with its ultimate requirements for wastewater treatment and wastewater trunk line, collection line, and lift station capacities (collectively, "Wastewater Capacity") in order to serve customers within the District's boundaries, and same shall be provided to each Point of Connection of Wastewater. Notwithstanding the foregoing, it is understood and agreed that the City must expand Lift Station No. 23 to provide the District with its ultimate requirements for wastewater service. The City agrees that 295 ESFCs of Wastewater Capacity are available immediately to serve the Property. The City's timeline consists of beginning design of Lift Station No. 23 the first quarter of 2020 (which has already begun), with construction following. The estimated completion of the Lift Station No. 23 expansion project is the second quarter of 2024. There are other projects that must be completed prior to the completion of Lift Station No. 23, such as Lift Station No. 30 expansion as well as the 54" (54 inch) Eastside Interceptor Project. Upon completion of the Lift Station No. 23 expansion, the District's ultimate requirements for Wastewater Capacity shall be available.

2.4 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, at such time as the District has paid the Connection Charge as provided in Section 3.4 hereof, the City shall, upon written request, issue a letter of assurance that the District is entitled to the use and benefit of the capacities purchased by said Connection Charge. If the City has not issued such letter of assurance within forty-five (45) days following the date of said request, the District shall be deemed to have the use and benefit of said quantities of service. The District shall have the right to assign or otherwise commit all or part of its capacity to landowner(s) and developer(s) within its boundaries.

2.5 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the District under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not in the District. Charges, fees and rates of City customers in the District shall be the same as similarly situated customers within the City as a whole.

2.6 Inspection by the City. The City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Contract.

2.7 Compliance with Laws and Regulations. The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

2.8 Records and Reports. The District shall promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

2.9 Annexation into Corporate Boundaries and the District. The City agrees to annex Tract 1 into the corporate boundaries of the City, subject to receipt of a petition for annexation from Developer, its successor or assign and other state regulations. Further, in the event that the District is created prior to the annexation of Tract 1, the District may exclude Tract 1 from the District pending the annexation of Tract 1 into the corporate boundaries of the City, and the City will adopt a resolution consenting to the annexation of Tract 1 back into the District within sixty (60) days of receipt of a petition for consent to annexation of Tract 1 into the District. The District agrees that it will annex Tract 1 back into the District within forty-five (45) days of adoption of such resolution by the City.

2.10 Term. This Contract shall be effective as of the date of its approval by the City Council of the City (the "Effective Date") and shall remain in effect for an initial term of 40 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

2.11 Termination for Failure of the District to Approve this Contract. Upon creation and confirmation of the District, this Contract shall be automatically assigned by Developer, or its successors or assigns, to the District without any further action being required on the part of Developer, the District, or the City. The City requires written notice of assignment of this Contract from Developer to the District to be executed by Developer and the District by providing written notice to Developer and the District. The City may terminate this Contract by written notice to Developer and the District if the District has not approved and executed such requested written confirmation of assignment of this Contract within the later to occur of (i) 60 days of receipt of such notice by Developer and the District, or (ii) 30 days after the District's confirmation election.

2.12 Termination on Dissolution of the District. This Contract shall terminate on the date of dissolution of the District.

2.13 Remedies Cumulative. The parties specifically agree that the remedy of specific performance of this Contract is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Article. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

ARTICLE 3. FINANCING OF FACILITIES

3.1 Authority of District to Issue District Obligations. The District shall have authority to issue, sell and deliver District Obligations, including bonds and bond anticipation notes, from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Creation Resolution.

3.2 Purpose for District Obligations and Use of Proceeds. The District will issue District Obligations, including but not limited to bonds and bond anticipation notes, for the purposes of purchasing and constructing or otherwise acquiring the District Water System, the District Wastewater System, the District Drainage System, and any other facilities the District is authorized to acquire by state law, and to make any and all necessary capital recovery payments, purchases, construction, improvements, extensions, additions and repairs thereto, purchasing or acquiring all necessary land, rights-of-way, easements, sites, roads, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing District creation expenses, operating advances, and providing for interest to landowners and for any necessary capitalized interest and costs of issuance or refunding then outstanding District Obligations. Nothing in this Contract shall be construed to obligate the District to repair any facilities accepted by the City for ownership once the conveyance document is accepted by the City. Further, the parties acknowledge that it is their specific intention that the District be permitted to construct, purchase, finance or acquire road and/or recreational facilities through the issuance of District Obligations.

3.3 Construction by Third Parties. From time to time, the District may enter into one or more agreements with owners of property located within or in the vicinity of the District whereby such landowners will undertake, on behalf of the District, to pre-finance and pre- construct, in one or more phases, all or any portion of the District Water System, District Wastewater System, or other facilities permitted to be acquired by the District ("Utility Development Agreements"). Under the terms of such Utility Development Agreements, the landowners may be obligated to finance and construct the above-referenced facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement may provide for the purchase of such facilities from the landowners using the proceeds of the District Obligations, including one or more series of bonds.

3.4 Financing City Water and Wastewater Capacities. In consideration of the City's provision of water supply and distribution capacity, and wastewater collection and treatment capacity to the Property, the District, the Developer, or builders within the District will pay to the City such amounts per equivalent single family residential connection to the City Water System and the City Wastewater System (the "City System", as established pursuant to the ordinances of the City (the "Connection Charge") as detailed in **EXHIBIT F** titled "**SCHEDULE 2D CITY OF ALVIN IMPACT FEES ADOPTED SCHEDULE OF IMPACT FEES, EFFECTIVE DATES: NOVEMBER 1, 2018 UNTIL FURTHER AMENDMENT".** The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The City may amend the Connection Charge from time to time in accordance with the requirements of state law. The Connection Charge shall be paid to the City by or on behalf of the District before the connection of each particular improvement to the City System at the same time and manner as such fees are paid for improvements in other areas of the City outside the District; provided, however, that the Connection Charges for a platted area may be paid by or on behalf of the District for the entire platted area prior to the first building permit for a single-family residence within such platted area being issued by the City. The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The District acknowledges and agrees that, besides the Connection Charge, any new connection to the City System will be subject to the fees, charges, and costs routinely collected by the City for any new connection to the City's utilities whether inside or outside the District. Further, as a result of the District's funding of roads or recreational facilities, if any, the parties agree that there shall be no connection charges or impact fees for roads or recreational facilities for development within the District. Notwithstanding anything herein to the contrary, any capacities purchased by payment of a Connection Charge pursuant to this Section 3.4 shall be reserved and allocated by the City exclusively to serve property within the District and shall not be utilized to serve property outside the District.

ARTICLE 4. DISTRICT TAXES

The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including premium, redemption premium (if any) and interest on bonds, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund, and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may deem necessary or the District's use of its tax revenues for any authorized purpose in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District in accordance with applicable law and as deemed appropriate by the District's Board of Directors in its sole discretion.

ARTICLE 5. MISCELLANEOUS

5.1 Successors. This Contract shall be binding upon the successors or assigns of the parties hereto.

5.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party, Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

5.3 Applicable Law. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

5.4 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

5.5 Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City:

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

If to the Developer and/or the District:

Lando Development, Ltd.
Summit Management, LLC
3800 Southwest Freeway, Suite 302
Houston, Texas 77027
Attn: Kurt Adkins

and

Brazoria County Municipal Utility District No. 51
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify and any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

5.6 Merger and Modification. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the ordinance of the City consenting to the creation of the District, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

5.7 Severability. The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

5.8 Assignability. This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and, effective upon written notice thereof to the City, shall be assignable by Developer to any other entity that will purchase and/or own the Property prior to creation of the District, without the prior written consent of the City.

5.9 Benefits of Contract. This Contract is for the benefit of the City, Developer, and the District and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

5.10 Consents and Approvals. Whenever this Contract provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

5.11 Amendments. This Contract may not be amended, modified or supplemented without the express written consent of the City, the Developer and, once duly constituted, the District. However, all parties to this Contract hereby consent to any and all amendments, modifications or supplements necessary to conform this Contract to the final plan. Any such conforming changes shall be provided in writing by the party proposing such changes to the Contract.

5.12 Overlapping Taxes. The City agrees that no portion of City taxes to be derived from the taxpayers of the District will be used to finance elsewhere in the City services the District proposes to provide, and, except as set forth in Article IV above, as may be applicable, the City and the District agree that no portion of City taxes to be derived from the taxpayers of the District are required to be rebated to the District.

5.13 Lot Sizes. Single family residential lots will be developed in accordance with the requirements in the Planned Unit Development section of City of Alvin Chapter 21- SUBDIVISIONS AND PROPERTY DEVELOPMENT, ARTICLE VI. – PLANNED UNIT DEVELOPMENT, prior to Ordinance No. 20-G. Amenities will be developed with the requirements included in Ordinance 20-G.; provided, however, that a plat may be recorded prior to the completion of all amenities, and the City shall issue up to 25% of building permits for houses on lots within the area of such plat (the "Platted Area"), with the remaining building permits for houses within the Platted Area to be issued by the City only upon completion of all amenities within the Platted Area, with approval by the City of such amenities not to be unreasonably withheld.

5.14 Roads and Improvements in Aid Thereof. A Traffic Impact Assessment dated April 2019 (the "TIA") has been prepared by Voigt Associates, Inc. with respect to Tract 1 and an approximate 128 acre tract adjacent to Tract 1 to the north (the "Adjacent Tract"). Road construction and signalization shall be completed in accordance with the TIA. Notwithstanding anything to the contrary set forth herein, Developer and District will not be required to adhere to any of the TIA recommendations with respect to the Adjacent Tract and shall only be required to dedicate right-of-way, construct roads, and complete signalization as set forth herein.

(a) Extension of Heights Loop to Tract 1. The extension of Heights Loop to the development phase of Tract 1 (the "Heights Loop Extension") to which Heights Loop will connect ("Heights Loop Connection Phase") will be designed and constructed by the District with funds advanced by Developer. The Heights Loop Extension and the Heights Loop Connection are as identified on **Exhibit E** attached hereto. Construction of the Heights Loop Extension Segment 1 will be completed and accepted by the Board of Directors of the District prior to 95% of the houses in the Heights Loop Connection Phase being occupied. It is agreed and understood that the minimum right-of-way width for the Heights Loop Extension will be 60 feet with concrete curb and gutter pavement a minimum of 28 feet wide as measured from back of curb to back of curb. Any right-of-way required to be dedicated for the Heights Loop Extension that is not owned by Developer will be acquired by the Developer.

(b) Victory Lane Extension. The Developer obligations with respect to the southern portion of the extension of Future Victory Lane (referenced in the TIA as Cardinal Drive) in the area within Tract 1 that is generally identified on **Exhibit E** as the "Victory Lane Extension Tract" are set forth in the Developer Agreement between the City, Brazoria County, and Developer attached hereto as **Exhibit G**.

(c) Alignment of Intersections. The street tie-in to Cardinal Boulevard for the section of Tract 1 adjacent to Cardinal Boulevard will be aligned to ultimately create a four-way intersection.

(d) Visibility. Developer will develop Tract 1 to provide adequate visibility at intersections of all street tie-ins to Cardinal Drive and the Heights Loop Extension.

(e) Traffic Signalization Timing and Adjustment. Prior to the issuance of the final building permit in Tract 1, the District will work with the Texas Department of Transportation to make the traffic signalization timing adjustments at both the intersections of (i) State Highway 6 and Cardinal Drive, and (ii) State Highway 6 and Brazos Street that are recommended in the TIA.

5.15 Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, a mobile home, trailer, or manufactured housing ("Housing"), at the option of the Developer, may be placed on the Property to house voters for an election confirming the creation of the District. Such Housing shall not remain on the Property for a period of time exceeding twelve (12) months.

[EXECUTION PAGES FOLLOW]

EXECUTED on the ______ day of February, 2021.

LANDO DEVELOPMENT, LTD.,
a Texas limited partnership

By: ___________________________________

Name: ________________________________

Title: _________________________________

CITY OF ALVIN, TEXAS

____
Mayor

ATTEST:

____
City Secretary

EXHIBIT A

Tract 1
METES AND BOUNDS DESCRIPTION
107.1041 ACRES
BRAZORIA COUNTY, TEXAS

All that 107.1041 acre (4,665,453 square foot) tract of land called 107.089 acres as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records of Real Property, Brazoria County, Texas. Said tract being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce's Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

BEGINNING at a point in the called centerline of County Road 149, the southeast line of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas and the west corner of Lot 58 of said Hooper and Wade Survey and said 107.089 acre tract;

THENCE North 38°35'53" East (called North 42°26'06" East), along the southeast line of said Wellman Subdivision and the northwest line of said 107.089 acre tract, for a distance of 869.27 feet (called 868.68 feet) to a ½-inch iron pipe found at the northeast corner of a called 1.1098 acre tract as conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerks File No. 92-02540 of the Official Public Records of Real Property, Brazoria County, Texas, the northwest corner of said 107.089 acre tract an being situated at the centerline of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas;

THENCE North 86°29'43" East (called North 89°37'05" East), along the centerline of said 50-wide public road and the north line of said 107.089 acre tract, for a distance of 2,360.99 feet (called 2,362.56 feet) to a ¾-inch iron pipe found for corner at the northeast corner of said 107.089 acre tract situated in the northeast line of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas and the southwest line of the G.C.& S.F. Railroad right-of-way (100-foot wide);

THENCE South 16°37'03" East (called South 12°38'11" East), along the northeast line of said 107.089 acre tract, the northeast right-of-way line of said 50-foot wide road and the southwest right-of-way line of said G.C. & S.F. Railroad, for a distance of 1,143.40 feet (called 1,143.68 feet) to 5/8-inch iron rod found for corner at the northernmost corner of a "Proposed Detention Pond" as depicted on the plat of Forest Heights, Section 4 as recorded under Plat No 2006004775 of the Map Records of Brazoria County, Texas;

THENCE South 38°47'56" West (called South 42°40'14" West), along the southeast line of said 107.089 acre tract for a distance of 1,466.01 feet (called 1,464.45 feet) to a point for corner from which a 5/8-inch iron rod with cap was found bearing South 35°21'15" West, 1.58 feet;

THENCE North 51°25'40" West (called North 47°32'52" West), along the internal southwest line of said 107.089 acre tract and the northeast line of a called 4.98 acre tract as conveyed by General Warranty Deed dated September 12, 2014 to Silvia L. Iglesias as recorded under Clerk's File no. 2014041418 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 690.04 feet to 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner, from which a disturbed ½-inch iron rod was found bearing North 24°42'17" West, 0.56 feet;

THENCE South 38°52'24" West (called South 42°45'12" West), along the northwest line of said 4.98 acre tract, for a distance of 329.43 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the most easterly corner of Lot 55 of said Section 23, Hooper and Wade Survey;

THENCE North 51°31'20" West (called North 47°38'32" West), along the northeast line of a called 12.05 acre tract as conveyed by Warranty Deed dated December 17, 1999 to Kenneth and Linda C. Krauskopf as recorded under Clerk's File No. 99-056621 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 1,994.03 feet to the **POINT OF BEGINNING** of herein described tract and containing 107.1041 acres or 4,665,453 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 16034.

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT A-1

Tract 2
METES AND BOUNDS DESCRIPTION
30.5187 ACRES
BRAZORIA COUNTY, TEXAS

All that 30.5187 acre (1,329,394 square foot) tract of land being all of a called 13.098 acre tract of land as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File no. 2018020160 of the Official Public Records of Real Property, Brazoria County, Texas, a portion of a called 18.00 acre tract as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File No. 2018020156 of the Official Public Records of Real Property Brazoria County, Texas and being out of Lots 1 and 4, Block 2 and Lots 2 and 3, Block 1 of the Willeford & Arnim's Subdivision as recorded under Volume 15, Page 592 of the Map Records of Brazoria County, Texas and all being situated Section No. 22 of the Hooper & Wade Survey, Abstract No. 491, Brazoria County, Texas and being more particularly described by metes and bounds as follows; *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone No. 4204)*

BEGINNING at a 5/8-inch iron rod with cap stamped "Pro-Surv RPLS 5565" found for corner in the north line of a called 1.00 acre tract as conveyed by Warranty Deed dated November 20, 2002 to Rene K. Sanders as recorded under Clerks's File No. 02-060515 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the east right-of-way line of North Gordon Street (State Highway 35 Business);

THENCE North 03°29'09" West, along the east right-of-way line of said North Gordon Street (State Highway 35 Business) and the west lines of said 18.00 acre and 13.097 acre tracts, for a distance of 774.09 feet to a point for corner situated in the centerline of a drainage ditch;

THENCE in an easterly direction, along the north line of said 13.097 acre tract and the south line of a called 5.357 acre tract as conveyed by Warranty Deed dated July 26, 2006 to Jerry Holt, Trustee as recorded under Clerk's File No. 2006044853 of the Official Public Records of Real Property, Brazoria County, Texas and along the centerline of said drainage ditch the following calls:

South 84°19'30" East, for a distance of 179.97 feet to a point for corner;

North 84°04'49" East, for a distance of 155.46 feet to a point for corner;

North 76°21'48" East, for a distance of 330.63 feet to a point for corner

North 86°15'39" East, for a distance of 536.90 feet to a point for corner;

South 63°22'45" East, for a distance of 105.00 feet to a point for corner;

South 54°16'26" East, for a distance of 14.00 feet to a point for corner in the west right-of-way line of State Highway 35 (Bypass);

THENCE South 33°09'25" East, along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 85.56 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 35°34'46" East, continuing along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 354.62 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the southeast corner of said 13.097 acre tract, the northeast corner of a called 15.007 acre tract as conveyed by General Warranty Deed dated March 21, 2014 to Lau Investments as recorder under Clerk's File No. 2014011141 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the north line of Lot 2, Block 8 and the south line of Lot 1, Block 7 of said Willeford & Arnim's Subdivision situated in the centerline of a 40-foot wide road as platted under Volume 15, Page 592 of the Map Records of Brazoria County, Texas;

THENCE South 86°44'16" West, along the south line of said 13.097 acre tract, the centerline of said 40-foot wide road, the south line of said Lot 1, Block 7, the north line of said Lot 2, Block 8 and the north line of said 15.007 acre tract, for a distance of 113.78 feet to a concrete monument found at the southeast corner of said Lot 4, Block 2, the northeast corner of said Lot 3, Block 1 and the northeast corner of said 18.00 acre tract;

THENCE South 03°19'08" East, along the east line of said 18.00 acre tract and the interior west line of said 15.007 acre tract, for a distance of 591.30 feet to a concrete monument found at the southeast corner of said Lot 3, Block 1 and the southeast corner of said 18.00 acre tract;

THENCE South 86°44'50" West, along the south line of said 18.00 acre tract and the north line of said 15.007 acre tract, for a distance of 1,045.08 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the south east corner of a called 2 acre tract as conveyed by Warranty Deed dated April 12, 1961 to Clyde Eugene Sanders, Jr. as recorded under Volume 790, Page 129 of the Deed Records of Brazoria County, Texas;

THENCE North 03°15'10" West, along the east line of said 2 acre tract, for a distance of 208.71 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 86°44'50" West, along the north line of said 2 acre tract and the north line of said 1.00 acre tract, for a distance of 368.07 feet to the **POINT OF BEGINNING** of herein described tract and containing 30.5187 acres or 1,329,394 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 17011.

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT B-1

Wastewater Point of Connection

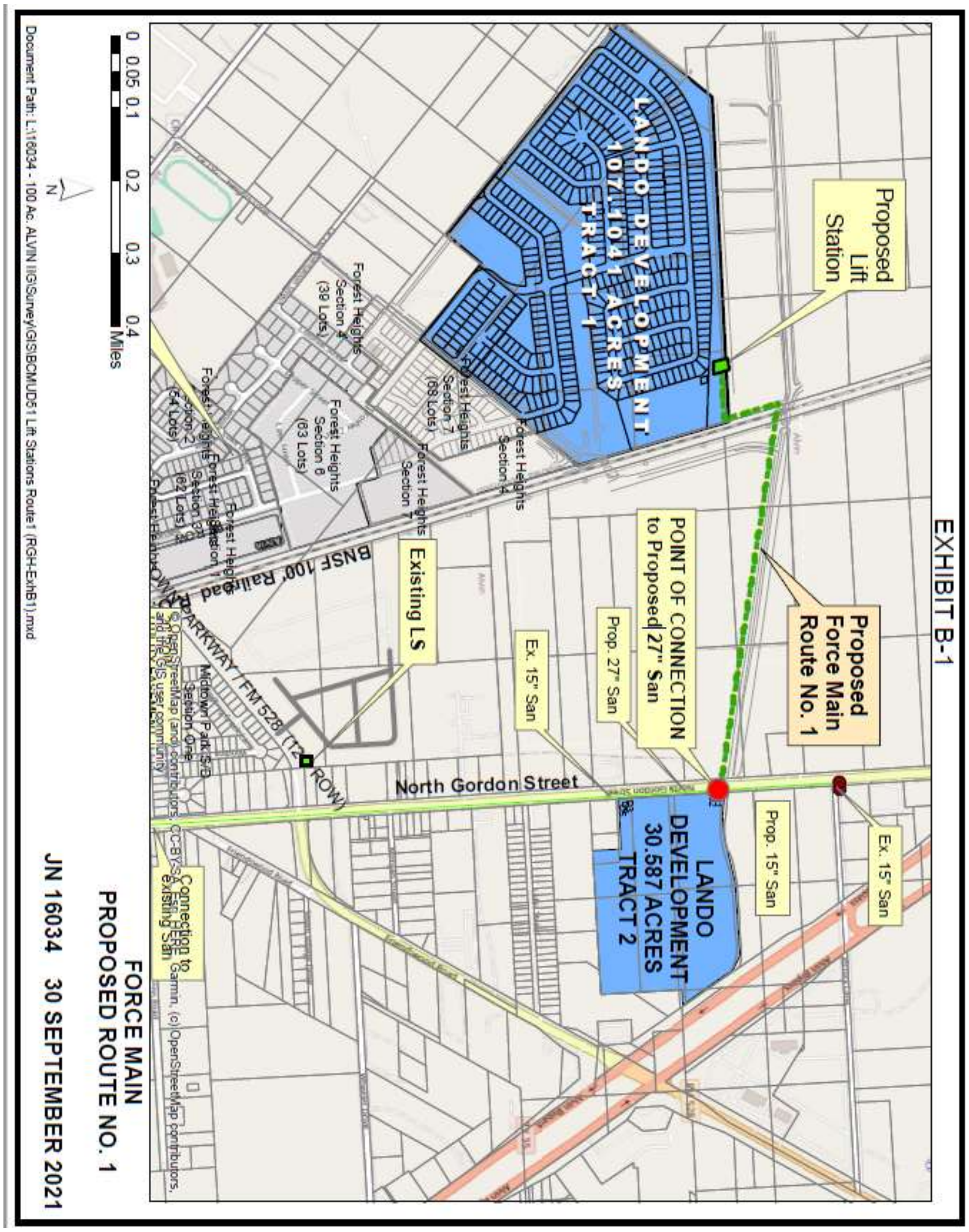


EXHIBIT B-2

Wastewater Point of Connection

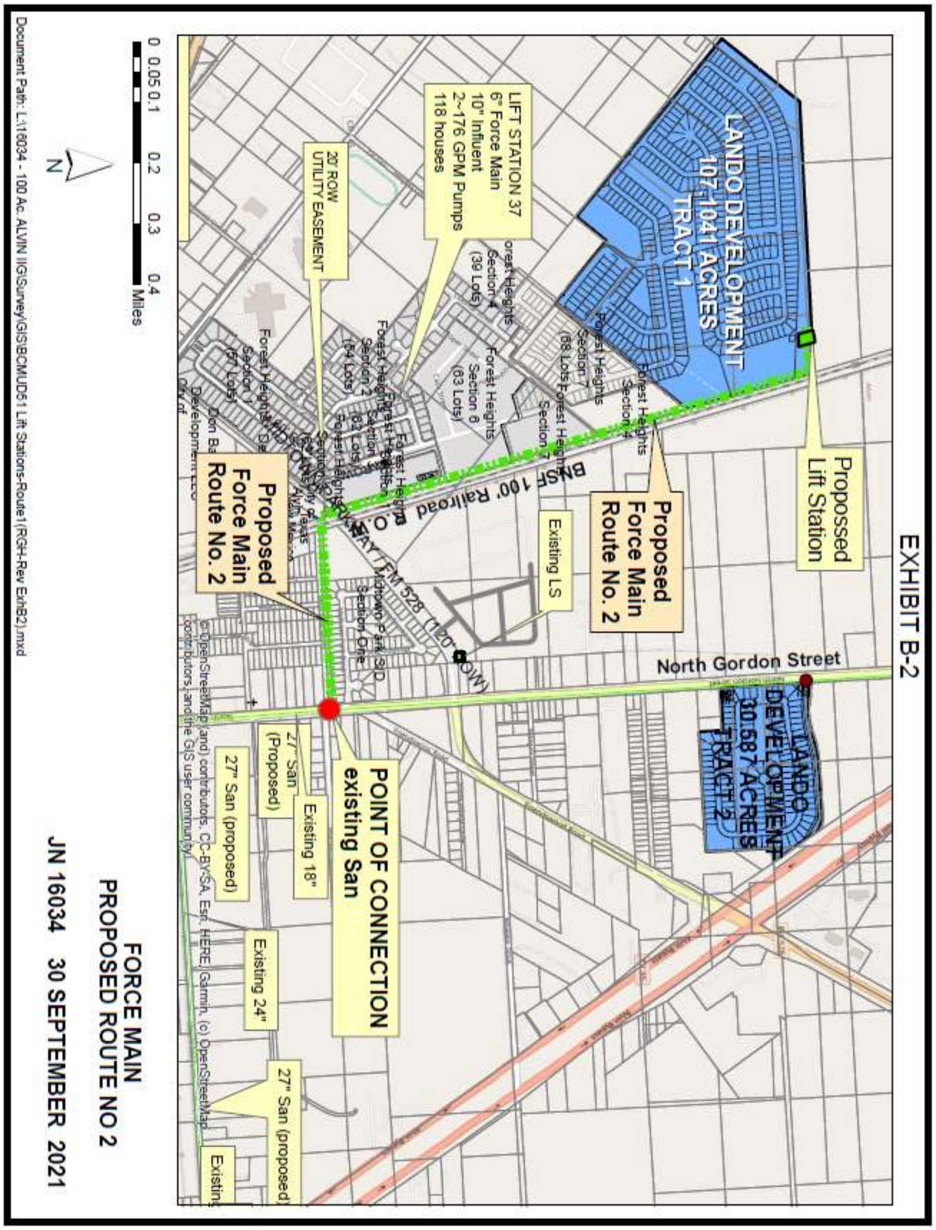
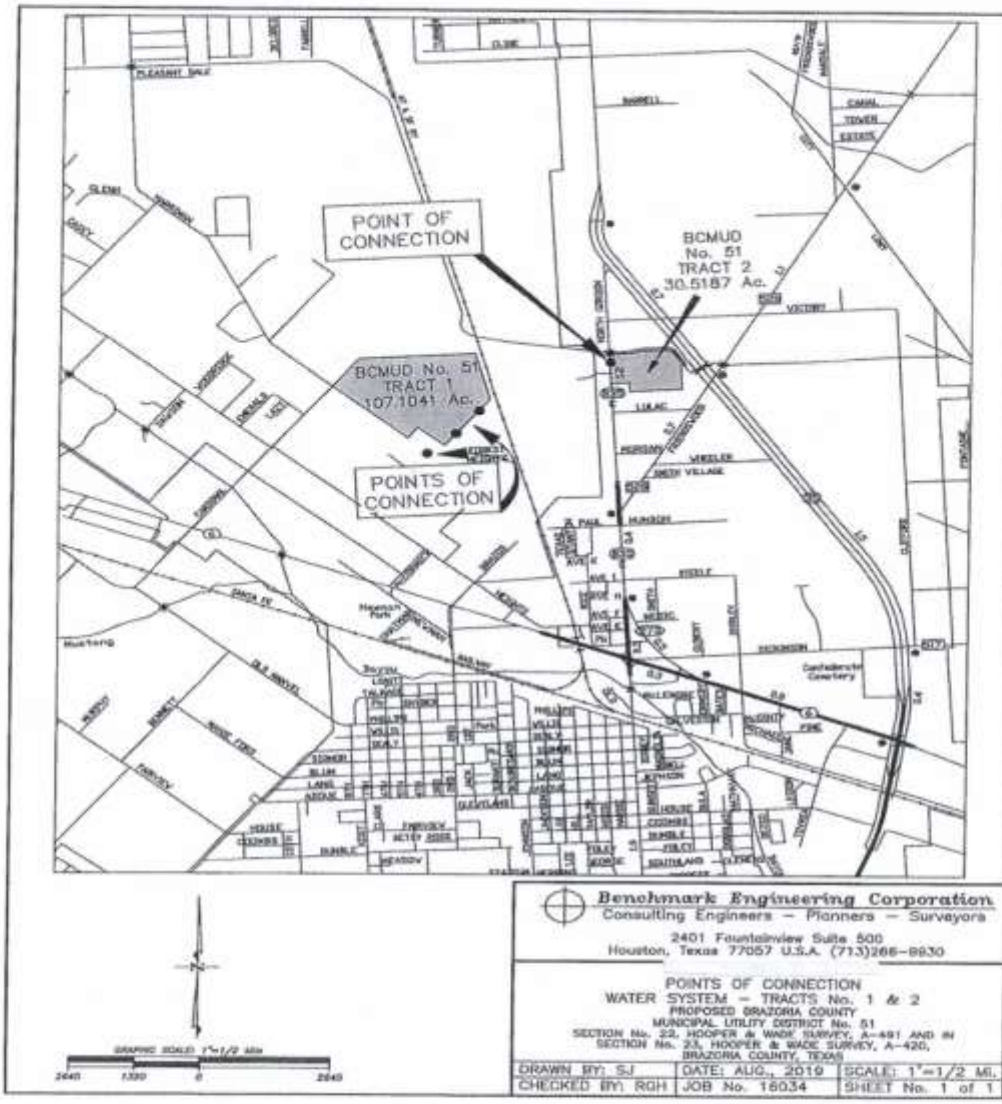


EXHIBIT C
Water Points of Connection



24

EXHIBIT D
UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF BRAZORIA	§	

Brazoria County Municipal Utility District No. 51 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with ______________________________, dated ___________________, 20_____, for the water distribution, wastewater collection, and storm water facilities to serve ________________________________, and the construction contract with __________________________, dated ____________________________, 20___, for the water distribution, wastewater collection, and storm water facilities to serve _____________________________, together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, SAVE AND EXCEPT detention facilities (the “Facilities”). The detention facilities shall be owned and maintained by either the District or a ·property owners association.

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated ________________________, 20_____, between the City, and Lando Development, Ltd., on behalf of themselves and Proposed Brazoria County Municipal Utility District No. 51, which was assumed by the District on ______________________ (the “Agreement”). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on ________________________, 20___.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51.

By: _____________________________________

Name: ___________________________________

Title: ____________________________________

In accordance with the Agreement, the City hereby accepts this Utility Conveyance and Security Agreement on _______________________________.

CITY OF ALVIN

By: ______________________________________

Name: ____________________________________

Title: _____________________________________

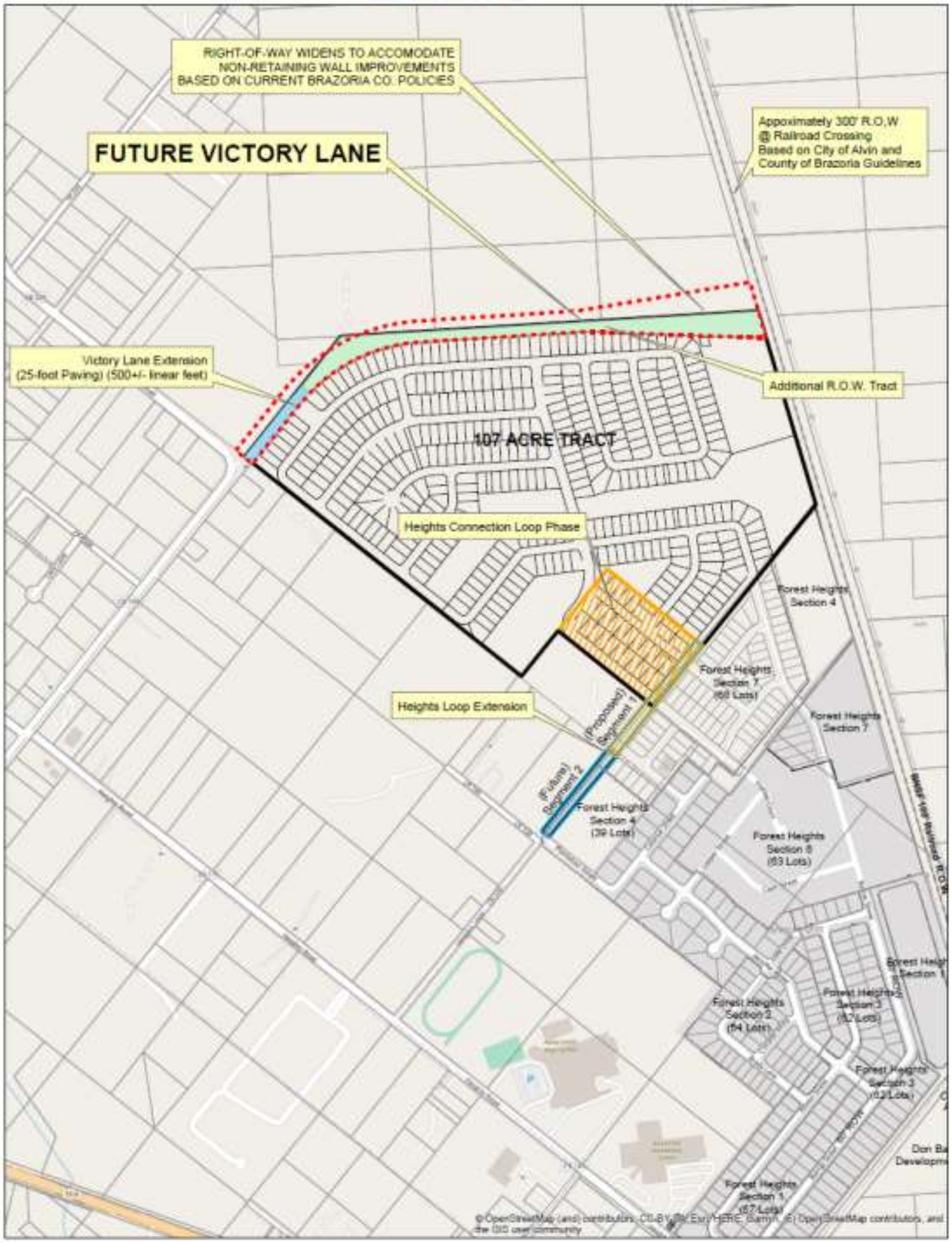
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _______________________, 20____, by _____________________________ as ___________________________ of the Board of Directors of Brazoria County Municipal Utility District No. 51, a political subdivision of the State of Texas, on behalf of said political subdivision.

____
Notary Public, State of Texas

[Notary Seal]

Exhibit E



Legend

- Future Victory Lane (R.O.W)
- Victory Lane Extension
- Additional R.O.W. Tract
- Heights Connector Seg-1
- 107 Acre Tract Boundary
- BCAD Parcels
- Heights Connector Seg 2 (Future)
- Heights Connection Loop Phase

GEOMETRICS OF FUTURE VICTORY LANE RIGHT-OF-WAY ARE APPROXIMATE AND ULTIMATE REQUIRED RIGHT-OF-WAY WIDTHS TO BE DETERMINED BY LAND OWNER AND BRAZORIA COUNTY

THIS EXHIBIT IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJUECT TO CHANGE. THIS EXHIBIT IS A SCANNED IMAGE AND NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

N

0 250 500 1,000 Feet

EXHIBIT F

SCHEDULE 2D
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES

EFFECTIVE DATES: NOVEMBER 1, 2018 UNTIL FURTHER AMENDMENT

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	$1,700	$2,650	$4,350
1	$2,839	$4,425	$7,264
1 1/2	$5,661	$8,824	$14,485
2	$9,061	$14,124	$23,185
3	$18,139	$28,275	$46,414
4	$28,339	$44,175	$72,514
6	$56,661	$88,324	$144,985
8	$90,661	$141,324	$231,985
10	$130,339	$203,175	$333,514
12	$300,339	$468,175	$768,514

EXHIBIT G

[AGREEMENT WITH THE COUNTY]

CITY OF ALVIN **City Manager's Office**
216 West Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4230

TO: Mayor and City Council

From: Junru Roland, City Manager

Date: April 1, 2021

RE: Update on Developments & Special Districts

Lando Development (North of Forest Heights)

This development consists of two tracts. Tract 1 (107 acres): located north of County Road 529 at the existing end of Cardinal Drive; and Tract 2 (30 acres): bordering Highway 35 to the west, Alvin Bypass to the east, and is just northwest of FM 528 -- between Victory Ln and Lulac.

To date, the Developers have not begun detailed land planning or engineering design on their tracts. For this development, City Council consented to the creation of MUD 51 on 01/17/2019. Because the District intends to connect to the City's water & sewer system, MUD 51 is designated as a "city service district" pursuant to Section 54.016 of the Texas Water Code.

Staff, the Developers, and Brazoria County have been in the process of drafting a *Utility Services Agreement* for several months. The major delay in the *Utility Service Agreement* being presented to City Council for adoption is attributed to the Developers "delay" in providing to the County requested documents that would ensure the preservation of future right of way along the Cardinal Drive/Victory Lane extension – which is a part of the County's thoroughfare plan. The County is also requesting a trilateral agreement between the City, the County, and the Developers related to right of way preservation. As soon as the Developers, comply with the County's request, staff will present *the Utility Services Agreement* to City Council.

From:	Junru Roland
To:	Mayor and City Council
Cc:	Dixie Roberts; Suzanne Hanneman
Subject:	4 things
Date:	Wednesday, September 29, 2021 6:57:00 PM
Attachments:	Lando Development - MUD 51 (North of Forest Heights).pdf Bayou Point -- Council Minutes and Developer"s Presentation to Planning Commission.pdf

Mayor / Council

Lando Development (MUD 51):

Being that our next regular scheduled council meeting is October 21st , I am providing you information well in advance of the October 21st meeting. There are two tracts in this development: Tract 1 is located north of County Road 529 at the end of Cardinal Drive (CR 149); and Tract 2 is northwest of FM 528 between Victory Ln and Lulac. The delay in completing the *Utility Service Agreement* was a result of the County requesting a trilateral agreement between the City, County and the Developers related to the preservation of ROW along the Cardinal Drive/Victory Lane extension. This month County drafted the agreement and the City and the Developers are "in agreement".

A brief recap of the development includes:

- Tract 1 (107 acres) -- 395 lots (mostly 50' lots; some lots may be wider due to block length)
- Tract 2 (30 acres) – 126 lots (mostly 50' lots; some lots may be wider due to block length)
- Expected price range of homes: $280K - $360K
- Builders: K-Hovnanian, currently negotiating with several builders to be the 2nd builder
- Avg Sq ft of homes: 1700 – 2500

I have attached a map of the location of the development, previous Council memo updates, the Utility Service Agreement that we plan to place on the October 21st agenda, and the County's Tri-lateral Agreement for the Extension of Cardinal Drive (County Road 149) that we also plan to place on the October 21st agenda.

As a side note on this development, the City's current Planned Unit Development ordinance (adopted March 2020) requires an average lot size of 60' for planned unit developments. This development is being recommended to be grandfathered under the City's previous lot size regulation of 50' because Council approved the creation of the MUD in 2019 as well as the *Utility Service Agreement* negotiations for this development started back in 2018.

Junru Roland
CPFIM, CGFM, CGFO, CPA, CPM
City Manager
City of Alvin
(281) 388-4230 Work
jroland@cityofalvin.com
Office Hours: M - Thrs 7 am- 6 pm
Serving with Pride!

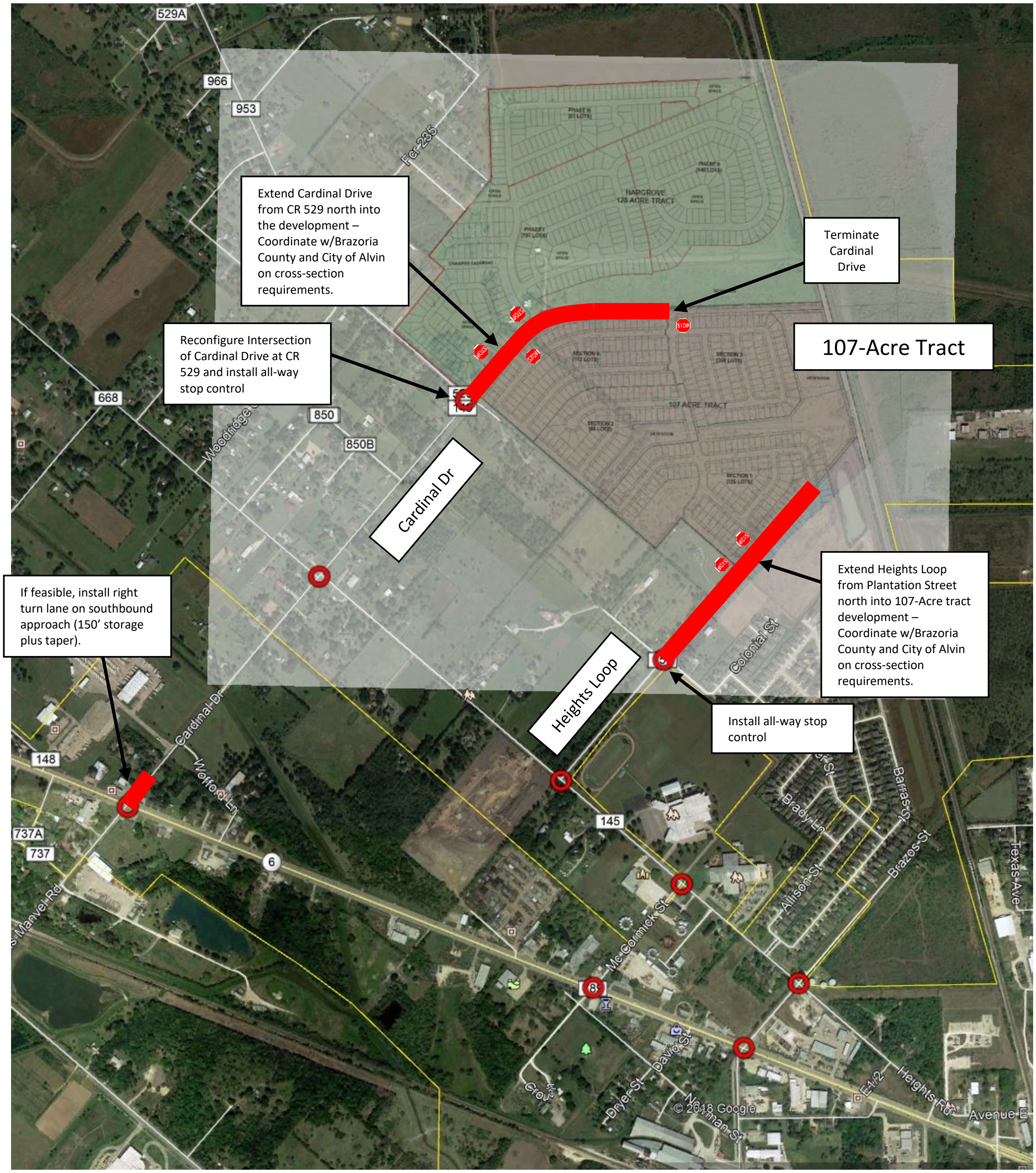


Exhibit A21. Proposed Mitigation Schematic.

Map not to scale, north to top of page

Intersections Circled in Red Included in Analysis

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Finance Department **Contact:** Michael Higgins, Director of Adm. Services

Agenda Item: Consider Ordinance 21-Q, amending the Fiscal Year 2022 budget for the purpose of appropriating thirty million, seven hundred twenty thousand, four hundred and forty one dollars, and forty cents ($30,720,441.40) of prior Fiscal Year 2021 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

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

Summary: An encumbrance refers to funds that have been reserved when a purchase order has been approved. Governmental accounting practice allows these funds to be reserved (encumbered) until paid. When closing FY21, there were open (outstanding) purchase orders that had not been liquidated. As the encumbered items are processed and liquidated in FY22, negative budget variances may be reflected in various departmental accounts until the budget appropriations for the previous year's encumbrances are carried forward from FY21 into FY22. The total amount of outstanding encumbrances to be carried over from FY21 is $30,720,441.40.

Staff recommends approval of Ordinance 21-Q.

Fund		Amount
100	Disaster Fund	$10,688.92
111	General Fund	84,831.59
121	Hotel/Motel (HOT) Fund	18,600.00
123	Special Investigation Fund	3,203.06
125	Municipal Court Technology Fund	450.00
129	Parks Dedication Fund	49,800.00
210	Impact Fees	296,517.83
211	Utility Fund	98,696.45
213	Emergency Medical Services	25,096.64
220	Utility Project Fund	421,152.13
235	2015 Water & Sewer Cert. of Obligations	548,179.87
236	2018 Utility Bond Fund	9,384,663.90
237	Series 2019, Water & Sewer Revenue Bonds	6,308,824.11
238	Series 2020, Water & Sewer Revenue Bonds	9,792,821.84
311	General Projects Fund	176,807.81
312	Sales Tax Fund	384,382.34
318	2019 Tax & Rev Cert. of Obligations	2,402,938.45
512	Donation Fund	4,013.49
611	Fleet Maintenance Fund	32,453.79
612	Vehicle Replacement Fund	240,960.19
613	IT Support & Maintenance Fund	184,768.66

614	Computer Replacement Fund	7,756.18
616	Facility Maintenance Fund*	242,834.15
	Total	**$30,720,441.40**

* New fund established in FY21. These PO's carried over from different funds in FY21.

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

Funding Account: See Exhibit "A' **Amount:** ______ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/14/2021 SLH

Supporting documents attached:

- Ordinance 21-Q
- Exhibit "A" – Encumbrance Rollover from FY21

Recommendation: Move to approve Ordinance 21-Q, amending the Fiscal Year 2022 budget for the purpose of appropriating thirty million, seven hundred twenty thousand, four hundred and forty one dollars, and forty cents ($30,720,441.40) of prior Fiscal Year 2021 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

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

ORDINANCE NO. 21-Q

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING THE FISCAL YEAR 2022 BUDGET FOR THE PURPOSE OF APPROPRIATING THIRTY MILLION, SEVEN HUNDRED TWENTY THOUSAND, FOUR HUNDRED AND FORTY ONE DOLLARS, AND FORTY CENTS ($30,720,441.40) OF PRIOR FISCAL YEAR 2021 ENCUMBRANCES INTO THE CURRENT FISCAL YEAR AS SET FORTH FOR EACH INDIVIDUAL ACCOUNT IN THE ATTACHED EXHIBIT "A"; AND PROVIDING FOR OTHER RELATED MATTERS.

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

Section 1. That the City of Alvin Fiscal Year 2022 Budget is hereby amended by appropriating the sum of thirty million, seven hundred twenty thousand, four hundred and forty one dollars, and forty cents ($30,720,441.40) of prior fiscal year encumbrances into the current fiscal year as set forth for each individual account in Exhibit "A," attached hereto and incorporated herein by reference.

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

PASSED on the 21st day of October 2021.

CITY OF ALVIN, TEXAS	**ATTEST:**
______________________________	______________________________
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

Exhibit A - Individual account listing

Encumbrances as of 9/30/2021

	Account Number	Vendor	PO Number	PO Amount	Description
Fund 100 - Disaster Fund	100-5001-11-3100	GC Engineering, Inc	2018002587-R3	10,688.92	Eng Design for the Mustang Bayou Bank Repair Proj
			Total for Fund 100	**10,688.92**	
Fund 111 - General Fund	*City Council*				
	111-1001-00-3100	Alvin Community College	2021001180	3,420.00	Video Production of City Council Meetings
			City Council Total	**3,420.00**	
	City Secretary				
	111-1002-00-3230	Hartman Newspapers, LP	2021001674	96.00	Legal Ad
	111-1002-00-3230	Hartman Newspapers, LP	2021001712	251.46	Advertising for PH for DR Horton Annexation
	111-1002-00-3230	Hartman Newspapers, LP	2021001743	238.20	Legal Ad B-21-16
	111-1002-00-3230	Hartman Newspapers, LP	2021001888	117.58	Legal Ad - Request for Proposals
			City Secretary Total	**703.24**	
	Accounting				
	111-2501-00-2100	Quill Corporation	2020001942-R1	74.40	Office Supplies
	111-2501-00-2125	Quill Corporation	2020001943-R1	130.56	General Supplies
			Accounting Total	**204.96**	
	City Hall				
	111-2504-00-3270	Simply Sprinkler of Texas	2021001816	686.00	City Hall - Repair Issues w/ Sprinkler System
			City Hall Total	**686.00**	
	Police				
	111-3501-00-2100	Office Depot	2021001850	637.12	hp toner cartridge, dvd-r, cd-r, back marker
	111-3501-00-2125	Galls, LLC	2020001580-R1	5,820.25	Award bars
	111-3501-00-2175	Office Depot	2020000853-R1	407.10	hand sanitzer dispensers, refills, lysol wipes
	111-3501-00-2175	Office Depot	2020000937-R1	277.95	Disinfectant for Patrol Cars
	111-3501-00-2250	Galls, LLC	2020001879-R1	371.00	Tactical Shorts and Flextech zip off bike pants
	111-3501-00-2301	Nexlar Security	2021001174	6,763.00	fence for police department
	111-3501-00-2325	Precision Delta Corp.	2021000935	1,492.40	.380 auto duty (Ranger T series 95gr JHP) (RA380T)
	111-3501-00-2325	Precision Delta Corp.	2021000958	117.00	12 gauge ranger 00 buck (RA12005)
	111-3501-00-2325	Precision Delta Corp.	2021000960	156.00	.38 spcl Semi-wadcutter 158 gr (X38WCPSV)
	111-3501-00-2350	Motorola Solutions Inc	2021001793	2,445.00	(20) handheld radio batteries
	111-3501-00-3100	PCCare Inc	2021001639	9,537.33	PD Cluster Upgrade
	111-3501-00-3220	Siddons Martin Emergency Group LLC	2021001854	375.00	custom graphic package - Pink graphics
	111-3501-00-3270	CTA HVAC LLC	2021000105	2,626.00	HVAC Preventative Maintenance & Services
	111-3501-00-3290	Ramco America Inc	2021000074	843.50	compter equipment for partol vehicle
	111-3501-00-3290	LexisNexis Risk Data Management Inc.	2020000239-R1	105.00	Contract Fee for Data Risk Management
	111-3501-00-3510	Ramco America Inc	2019002307-R2	8,998.50	S410 Semi Rugged, ford laptop mount, dock
			Police Total	**40,972.15**	
	Animal Control				
	111-3501-18-2175	Assembled Products Corporation	2021001766	6,962.50	SMT Pressure washing equipment and oem parts
	111-3501-18-3100	Liberty Fire Protection Incorpoarted	2021001736	150.00	Quarterly burglar alarm Monitoring
	111-3501-18-3170	Assembled Products Corporation	2021001766	3,500.00	SMT Pressure washing equipment and oem parts
	111-3501-18-3210	Assembled Products Corporation	2021001766	300.00	SMT Pressure washing equipment and oem parts
	111-3501-18-3230	Assembled Products Corporation	2021001766	800.00	SMT Pressure washing equipment and oem parts
	111-3501-18-3260	CTA HVAC LLC	2021000105	394.00	HVAC Preventative Maintenance & Services
	111-3501-18-3270	Assembled Products Corporation	2021001766	3,785.00	SMT Pressure washing equipment and oem parts
			Animal Control Total	**15,891.50**	
	Fire				
	111-3502-00-3260	David Alejandro Rodriguez	2021001032	1,950.00	Fire Station #2-Replace Kitchen Door&Install Lock
	111-3502-00-3270	CTA HVAC LLC	2021000105	657.00	HVAC Preventative Maintenance & Services
	111-3502-00-3270	CTA HVAC LLC	2021000889	578.34	FireStation#3-Replace Heat Kit On 4Ton Air Handler
			Fire Total	**3,185.34**	
	Emergency Mgmt				
	111-3505-00-3176	Baystar Agency	2021001839	5,564.00	Hurricane Guide Printing
			Emergency Mgmt Total	**5,564.00**	
	Admin				
	111-7001-00-3320	Unifirst Manufacturing Corporation	2021000047	219.60	UNIFORM SERVICES FOR 52 WEEKS
			Admin Total	**219.60**	
	Senior Center				
	111-7001-02-3270	Unifirst Manufacturing Corporation	2021000577	364.42	Mat Rentals at Senior Center
			Senior Center Total	**364.42**	
	Recreation				
	111-7001-03-3100	Michael N Gallant Artificial Ice Events LLC	2021001786	13,620.38	2021 Home For The Holidays Event Rentals + Staff
			Recreation Total	**13,620.38**	
			Total for Fund 111	**84,831.59**	
Fund 121 - Hotel/Motel	121-1006-14-3225	3 Quarter Moon Productions, LLC	2021001822	3,100.00	YOLO Tx Visit Alvin
	121-1006-14-3225	Dorian Strickland	2021001878	3,000.00	Alvin Foodie Trail Marketing Videos
	121-1006-14-3228	Alvin Sunrise Rotary Club	2021000345	10,000.00	Alvin Music Festival HOT Fund Grant
	121-1006-14-9060	Kimley-Horn and Assocaites, Inc.	2020001648-R1	2,500.00	Record Drawings For Disc Golf Project @ Briscoe Pk
			Total for Fund 121	**18,600.00**	
Fund 123 - Special Investigation	123-3501-07-2125	Galls, LLC	2021000726	683.60	PD Gas Masks
	123-3501-07-2125	4 Imprint Inc	2021001652	1,395.36	Balsa Motorplane and pms color match
	123-3501-07-2125	4 Imprint Inc	2021001755	273.63	Mood Pencil and Black eraser
	123-3501-09-2125	SAS MFG INC	2019002180-R2	850.47	(13) Slate Solutions CLW-IIIA Balistic Armor
			Total for Fund 123	**3,203.06**	
Fund 125 - Municipal Court Technology	125-2502-00-3100	NetProtec LLC	2021000923	450.00	Video Magistrate
			Total for Fund 450	**450.00**	
Fund 129 - Parks Dedication	129-5501-00-4322	Kimley-Horn and Assocaites, Inc.	2021001802	49,800.00	Final Design for Phase III of Hike and Bike Trail
			Total for Fund 129	**49,800.00**	
Fund 210 - Impact Fees	210-6001-00-9082	LJA Engineering, Inc.	2021001010	296,517.83	Eng Design Svcs for Water Plant 4 Storage Tank
			Total for Fund 210	**296,517.83**	

Exhibit A - Individual account listing

Encumbrances as of 9/30/2021

	Account Number	Vendor	PO Number	PO Amount	Description
Fund 211 - Utility	Water				
	211-6001-00-3100	Freese and Nichols, Inc.	2021000801	6,637.65	AWIA RISK AND RESILIENCE ANALYSIS
	211-6001-00-3100	Freese and Nichols, Inc.	2021001646	36,200.00	AWIA EMERGENCY RESPONSE PLAN (ERP)
	211-6001-00-3270	The Brandt Companies, LLC	2021001787	6,600.00	REPAIR TO AC UNIT
	211-6001-00-3320	Unifirst Manufacturing Corporation	2021000047	86.86	UNIFORM SERVICES FOR 52 WEEKS
				49,524.51	
	Sewer				
	211-6002-00-2500	Act Pipe & Supply	2021001838	5,876.64	(504) FT OF SEWER PIPE
	211-6002-00-3320	Unifirst Manufacturing Corporation	2021000047	300.25	UNIFORM SERVICES FOR 52 WEEKS
				6,176.89	
	WWTP				
	211-6003-00-3320	Unifirst Manufacturing Corporation	2021000047	357.15	UNIFORM SERVICES FOR 52 WEEKS
	211-6003-00-9008	LJA Engineering, Inc.	2021001522	17,000.00	ENGINEERING SERVICES FOR WELL 7
				17,357.15	
	UB				
	211-6005-00-3100	Tyler Technologies Inc.	2021001666	22,000.00	UB Insite Transation Fees
				22,000.00	
	PW Facility				
	211-6006-00-3270	David Alejandro Rodriguez	2021001116	2,980.00	PSF-Install New Steel Doors-Outside Engineering
	211-6006-00-3270	CTA HVAC LLC	2021001596	537.25	PSF-Repairs To HVAC-10 Ton Split System Condenser
	211-6006-00-3320	Unifirst Manufacturing Corporation	2021000047	120.65	UNIFORM SERVICES FOR 52 WEEKS
				3,637.90	
			Total for Fund 211	**98,696.45**	
Fund 213 - Emergency Medical Services	213-3503-00-2225	Life-Assist, Inc.	2021000174	561.96	Medical Supplies
	213-3503-00-2225	Teleflex Funding LLC	2021000245	534.50	EZ IO supplies
	213-3503-00-2225	Teleflex Funding LLC	2021000630	5,000.00	Medical supplies
	213-3503-00-2225	Quadmed Inc	2021000724	807.33	Medical Supplies
	213-3503-00-2225	Bound Tree Medical LLC	2021001067	1,561.59	Medical Supplies
	213-3503-00-2225	Teleflex Funding LLC	2021001071	2,250.00	Medical Supplies
	213-3503-00-2225	Quadmed Inc	2021001553	2,502.61	Medical Supplies
	213-3503-00-2225	Bound Tree Medical LLC	2021001554	802.27	Medical Supplies
	213-3503-00-2225	Life-Assist, Inc.	2021001555	5,195.36	Medical Supplies
	213-3503-00-2225	Teleflex Funding LLC	2020001435-R1	776.02	Medical supplies
	213-3503-00-2275	Positive Promotions	2021001897	4,580.00	Grand Opening Giveaways
	213-3503-00-3270	CTA HVAC LLC	2021000105	525.00	HVAC Preventative Maintenance & Services
			Total for Fund 213	**25,096.64**	
Fund 220 - Utility Project	220-6002-00-9058	LJA Engineering, Inc.	2020001508-R1	38,248.87	ENGINEERING FOR GENERATORS
	220-6002-00-9058	GrantWorks, Inc.	2020001532-R1	21,366.40	ADMINISTRATIVE AND ENVIROMENTAL SERVICES
	220-6003-00-3100	Freese and Nichols, Inc.	2021000735	210,690.95	Engineering Design Services
	220-6003-00-9003	Mitchell Contracting, Inc	2021000359	80,871.02	NORTHEAST/NORTHWEST BASIN SANITARY SEWER REHAB
	220-6003-00-9006	Freese and Nichols, Inc.	2021000733	19,221.48	Eng Des Svcs Alvin WWTP Facility Plan
	220-6004-00-3100	Freese and Nichols, Inc.	2021000735	18,848.41	Engineering Design Services
	220-6006-00-3270	Horizon International Group LLC	2021001384	29,153.00	PSF #2-Gate Replacement & Ceiling Grid Replacement
	220-6006-00-3270	Horizon International Group LLC	2021001698	2,752.00	PSF#2-Replace 2 Downspouts On Exterior Of Building
			Total for Fund 220	**421,152.13**	
Fund 235 - 2015 W&S Cert. of Oblig.	235-6002-00-9081	LJA Engineering, Inc.	2020000926-R1	548,179.87	Eng Design Svs for Lift Station 23 Expansion Proj
			Total for Fund 235	**548,179.87**	
Fund 236 - Utility Bond	236-6001-00-9079	LJA Engineering, Inc.	2018001801-R3	5,225.25	Water Plant 6 Tank Replacement Project
	236-6003-00-9076	TLC Construction Contract Services	2021001345	8,431,450.03	Lift Station 30 Expansion & Hwy 35 Byp Gravity
	236-6003-00-9076	LJA Engineering, Inc.	2018001803-R3	188,402.72	Lift St 30 Expansion & Hwy 35 Byp Gravity Mains Pr
	236-6003-00-9076	LJA Engineering, Inc.	2018002087-R3	2,600.20	Lift St 30 Exp & Hwy 35 Byp Grav Main Pr, Add Svcs
	236-6003-00-9076	LJA Engineering, Inc.	2019001559-R2	9,813.45	Lift St 30 Exp & Hwy 35 Byp Grav Main Pr, Add Svcs
	236-6003-00-9077	Freese and Nichols, Inc.	2018001794-R3	747,172.25	54-Inch Eastside Interceptor Project
			Total for Fund 236	**9,384,663.90**	
Fund 237 - 2019 W&S Rev Bonds	237-6001-00-9078	D.L. Elliott Enterprises, Inc.	2021000338	177,336.01	Water Line Phase 2 Project
	237-6001-00-9078	LJA Engineering, Inc.	2021000731	261,251.60	Eng Design Svcs for Waterline Imp Phase 3 Project
	237-6001-00-9078	LJA Engineering, Inc.	2019002196-R2	39,250.24	Waterline Improvements Phase 2 Project
	237-6003-00-9077	Harper Brothers construction, LLC	2021000951	5,830,986.26	54in Eastside interceptor Project
			Total for Fund 237	**6,308,824.11**	
Fund 238 - 2020 W&S Revenue Bonds	238-6003-00-9077	Harper Brothers construction, LLC	2021000951	764,001.04	5% Contingency 54in Eastside Interceptor Project
	238-6003-00-9077	Harper Brothers construction, LLC	2021000951	9,028,820.80	54in Eastside interceptor Project
			Total for Fund 238	**9,792,821.84**	
Fund 311 - General Projects	311-3501-00-4100	Nexlar Security	2021001174	31,618.50	fence for police department
	311-3502-00-3290	PCCare Inc	2021001559	1,185.46	Fire/EMS Sophose Firewall Licensing
	311-3502-00-4100	Joiner Architects	2019002238-R2	73,716.88	EMS/Fire Station Contractor
	311-3503-00-3290	PCCare Inc	2021001559	1,185.45	Fire/EMS Sophose Firewall Licensing
	311-7001-00-3100	Pro Track and Tennis Inc	2021001414	66,601.52	Color Coating & Striping Of 4 Athletic Courts
	311-7001-00-9060	Kimley-Horn and Assocaites, Inc.	2020001648-R1	2,500.00	Record Drawings For Disc Golf Project @ Briscoe Pk
			Total for Fund 311	**176,807.81**	
Fund 312 - Sales Tax	312-5501-00-2375	Ferguson Enterprises Inc.	2021001826-R1	1,671.90	(6) 15" N12 HDPE TEES AND (6) GRATES
	312-5501-00-3100	The Wilson Survey Group, Inc.	2021001672	950.00	Survey wk for revised location of drainage easemen
	312-5501-00-3100	Brazoria County Treasurer	2021001891	964.60	BRZ CTY STORM WATER INTERLOCAL AGMT
	312-5501-00-3320	Unifirst Manufacturing Corporation	2021000047	77.31	UNIFORM SERVICES FOR 52 WEEKS
	312-5501-00-3420	Albert L. Dietrich, Jr.	2021000796	600.00	MOW RETENTION POND AT KOST AND SOUTH STREET
	312-5501-00-9001	HDR Engineering Inc.	2018001798-R3	301,790.12	FM 528 Extension Project
	312-5501-00-9024	Daniel Scott Engineering	2021001316	6,000.00	Eng Design Svcs for 2021 Asphalt Pavement Project
	312-5501-00-9030	Adico, LLD	2021001765	61,355.00	2021 Pavement & Drainage Project Final Design
	312-5501-00-9032	Dannenbaum Engineering Company	2018001214-R3	10,973.41	Design Moller Rd Storm Sewer & Pavmt Imprv Phase 1
			Total for Fund 312	**384,382.34**	
Fund 318 - 2019 Tax & Rev Cert. of Oblig.	318-3502-00-9085	DivisionOne Construction LLC	2020001118-R1	778,793.29	19-189 Alvin Fire & EMS #1
	318-3502-00-9085	Centerpoint Energy	2020001120-R1	38,485.00	Relocate Center Point Gas lines
	318-5501-00-9032	Triple B Services, LLP	2021000758	1,292,298.60	Moller Rd Storm Sewer and Pavement Imp Phase1
	318-5501-00-9032	Dannenbaum Engineering Company	2021000855	293,361.56	Eng Design Svcs Moller Rd Storm Sewer and Pavement
			Total for Fund 318	**2,402,938.45**	
Fund 512 - Donation	512-3501-00-2125	Core Defense Solutions, Inc	2019002236-R2	4,013.49	Tactical Headset/ hearing protection safety relate
			Total for Fund 512	**4,013.49**	
Fund 611 - Fleet Maintenance	611-8001-00-2300	O'Reilly Automotive Stores, Inc.	2021000044	5,247.80	VEHICLE SUPPLIES
	611-8001-00-3100	Waukesha-Pearce Industries Inc	2021000111	996.96	Preventative Maint. For COA Generators-FY20-21
	611-8001-00-3320	Unifirst Manufacturing Corporation	2021000047	218.65	UNIFORM SERVICES FOR 52 WEEKS
	611-8001-00-3470	Horizon International Group LLC	2021001820	17,772.00	PSF-Corrective Action To Propane Fuel Tank Barrier
	611-8001-00-3510	Ron Carter Autoland	2021001535	4,555.44	REPAIR TO PD UNIT 135
	611-8001-00-3510	Frazer, Ltd.	2021001706	2,042.94	REPAIR TO EMS UNIT 858
	611-8001-00-3510	Stewart and Stevenson, LLC	2021001863	1,620.00	SERVICE CALL TO GRADALL
			Toal for Fund 611	**32,453.79**	
Fund 612 - Vehicle Replacement	612-8002-00-3515	Enterprise FM Trust	2022000093	92,787.51	VEHICLE LEASE FEES
	612-8002-00-4150	Houston Mac Haik Chrysler Dodge Jeep LTD	2021001207	124,339.00	New Chassis -Ambulance remount
	612-8002-00-4250	Stryker Corporation	2021001242	23,833.68	Stretcher for Ambulance
			Total for Fund 612	**240,960.19**	

Exhibit A - Individual account listing

Encumbrances as of 9/30/2021

	Account Number	Vendor	PO Number	PO Amount	Description
Fund 613 - IT Support & Maintenance	613-2505-00-3100	Tyler Technologies Inc.	2021001895	28,750.00	AMI Upgrade
	613-2505-00-3290	MyGov	2021000023	1,980.00	MyGov Annual Subscription
	613-2505-00-3290	Comcast	2021000086	2,877.35	Comcast
	613-2505-00-3290	Tyler Technologies Inc.	2021000122	75,641.92	Tyler Tyler Version 10 Finance/UB
	613-2505-00-3290	MCCi, LLC	2021000125	23,461.70	Laserfiche Rio Maintenance
	613-2505-00-3290	PCCare Inc	2021000126	20,649.87	Sophos Intercept Software renewals
	613-2505-00-3290	Lucity Inc	2021000130	9,135.00	PSF Work Order Software
	613-2505-00-3290	Presidio Networked Solutions Group, LLC	2021000133	947.32	Smartnet For Routers, Switches
	613-2505-00-3290	PCCare Inc	2021000137	3,100.00	CH/APD Block Hours
	613-2505-00-3290	PCCare Inc	2021000139	6,145.11	Sophos Firewall renewals
	613-2505-00-3290	DLT Solutions LLC	2021000144	2,361.70	AutoCAD Maintenance
	613-2505-00-3290	PCCare Inc	2021000148	293.63	Sophos Sandstorm
	613-2505-00-3290	Bentley Systems, Inc.	2021000150	950.00	AutoCAD Maintenance
	613-2505-00-3290	Tyler Technologies Inc.	2021000848	2,877.64	APD/Court Ticket Writers
	613-2505-00-3290	Presidio Networked Solutions Group, LLC	2021001663	308.01	Smartnet for Phone Servers.
	613-2505-00-4150	Comcast	2021001134	5,289.41	Comcast Internet/TV service
			Total for Fund 613	**184,768.66**	
Fund 614 - Computer Replacement	614-2506-00-2125	Dell Marketing, L.P.	2021000674	7,756.18	PC Replacement
			Total for Fund 614	**7,756.18**	
Fund 616 - Facility Maintenance	616-8003-00-2125	Miracle Recreation Equipment Co Inc	2021001112-R1	6,416.44	Pearson Park Replacement Playground Components
	616-8003-00-2125	PlayCore Wisconsin, Inc. dba GameTime	2021001713-R1	1,598.54	Sealy Park-Replacement Playground Components
	616-8003-00-3270	Albert L. Dietrich, Jr.	2021000103-R1	22,106.86	Manicured Mowing Services-(LTS Large Contract)
	616-8003-00-3270	Green Country Pest Control, LLC	2021000460-R1	386.39	Quarterly Pest Control-20 COA Facilities FY20-21
	616-8003-00-3270	Green Country Pest Control, LLC	2021000460-R1	503.89	Quarterly Pest Control-20 COA Facilities FY20-21
	616-8003-00-3270	Simply Sprinkler of Texas	2021001817-R1	1,950.00	Briscoe Pk-Repair Sprinkler/Irrigation System
	616-8003-00-3270	Simply Sprinkler of Texas	2021001818-R1	329.00	National Oak Pk (Skate Pk)-Repair Sprinkler System
	616-8003-00-4100	Musco Corporation	2021000095-R1	209,543.03	Pearson Pk-Provide&Install New Ballfield Lighting
			Total for Fund 616	**242,834.15**	
			Grand Total	**30,720,441.40**	

Agenda Commentary

Meeting Date: 10/21/2021

Department: Administrative Services **Contact:** Michael Higgins, Dir. Admin. Services

Agenda Item: Consider Resolution 21-R-27, allowing property owners with at least 15% of property damaged from Tropical Storm/Hurricane Nicholas, as determined by the Brazoria County Chief Appraiser in accordance with Section 11.35 of the Texas Property Tax Code, to apply for a Temporary Disaster Tax Exemption through the Brazoria County Appraisal District.

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

Summary: Due to the Tropical Storm/Hurricane Nicholas, Governor Abbott declared Brazoria County a disaster area on September 13, 2021. The Brazoria County Central Appraisal District (BCCAD) has been reminding property owners that they may qualify for a temporary disaster exemption if they experienced physical damage to their property resulting from Tropical Storm/ Hurricane Nicholas. The exemption is not automatic and physical damage must meet a specific degree to qualify.

During the 86th Texas Legislative Session, the Texas Property Tax Code was amended to potentially allow property owners a temporary disaster exemption. Section 11.35 of the Tax Code allows a qualified property that is at least 15 percent damaged by a disaster to receive a temporary exemption of a portion of the appraised value of the property. Qualified property includes:

- tangible personal property used for income production if the owner filed a rendition;
- residential buildings (homes), commercial buildings (businesses), industrial buildings (manufacturing), multi-family buildings (apartments), and other real property buildings; and
- certain manufactured homes

The exemption is not automatic, and damage must meet a minimum degree of 15% to qualify, for example: On qualified property valued at $200,000 the damages would have to be estimated at $30,000 or more. ($200,000 x 15% = $30,000).

The Appraisal District determines if the property qualifies for the temporary exemption and assigns a damage assessment rating or exemption percentage of Level I (at least 15% damaged), II (at least 30% damaged), III (at least 60% damaged), or IV (100% damaged – total loss) based upon available information. The District may rely on information from a county emergency management authority, the Federal Emergency Management Agency (FEMA), or other appropriate sources like insurance adjusters or repair estimates when making this determination. The exemption will be prorated based on the date of the declared disaster.

If a taxing unit had not adopted a 2021 tax rate before September 13, 2021, the property owner must apply for the temporary exemption no later than 105 days after the governor declares a disaster area. The temporary exemption application must be filed no later than December 27, 2021.

If a taxing unit adopted a 2021 tax rate prior to September 13, 2021 – as in our case -- the Governing Body of the taxing unit must adopt the exemption within 60 days of the date of the disaster (i.e., no later than November 12, 2021). If a taxing unit adopts the exemption, property owners will have 45 days to apply after the first 60 day period. The BCCAD due date for residents to apply for the exemption is December 27, 2021.

As a result of the previous two scenarios, if a property qualifies for the exemption, it is possible that the exemption may not be applied to all taxing units if the taxing unit (i.e., City of Alvin) does not pass the exemption.

The temporary exemption, if granted, expires on January 1 of the first tax year in which the property is reappraised.

To obtain a temporary disaster application form, taxpayers may visit the Tropical Storm/ Hurricane Nicholas section of BCCAD's website (https://www.brazoriacad.org/temporary-disaster-related-exemptions.html).

Staff does not anticipate any significant impact to the City's property values and as the date of this writing, and per the BCAD, only a handful of exemptions county-wide have been applied for.

Staff recommends approval of Resolution 21-R-27.

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:** 10/11/2021 SLH

Supporting documents attached:

- BCAD Notice
- Resolution 21-R-27

Recommendation: Move to approve Resolution 21-R-27, allowing property owners with at least 15% of property damaged from Tropical Storm/Hurricane Nicholas, as determined by the Brazoria County Chief Appraiser in accordance with Section 11.35 of the Texas Property Tax Code, to apply for a Temporary Disaster Tax Exemption through the Brazoria County Appraisal District.

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

RESOLUTION NO. 21-R-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ALLOWING PROPERTY OWNERS WITH AT LEAST 15% OF PROPERTY DAMAGED FROM TROPICAL STORM/HURRICANE NICHOLAS, AS DETERMINED BY THE BRAZORIA COUNTY CHIEF APPRAISER IN ACCORDANCE WITH SECTION 11.35 OF THE TEXAS PROPERTY TAX CODE, TO APPLY FOR A TEMPORARY DISASTER TAX EXEMPTION THROUGH THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, due to Tropical Storm/Hurricane Nicholas, Governor Abbott declared Brazoria County a disaster area on September 13, 2021; and

WHEREAS, during the 86th Texas Legislative Session, the Texas Property Tax Code was amended to potentially allow property owners a temporary disaster tax exemption. Section 11.35 of the Tax Code allows a qualified property that has at least 15 percent structural damage by a disaster to receive a temporary exemption of a portion of the appraised value of the property; and

WHEREAS, qualified property includes tangible personal property used for income production if the owner filed a rendition, residential buildings, commercial buildings, industrial buildings; multi-family buildings, real property buildings, and certain manufactured homes; and

WHEREAS, the Brazoria County Appraisal District will determine if the property qualifies for the temporary exemption and assigns a damage assessment rating or exemption percentage of Level I (at least 15% damaged), II (at least 30% damaged), III (at least 60% damaged), or IV (100% damaged – total loss) based upon available information. The District may rely on information from a county emergency management authority, the Federal Emergency Management Agency (FEMA), or other appropriate sources when making said determination; and

WHEREAS, the temporary exemption, if granted, will expire on January 1 of the first tax year in which the property is reappraised; and

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

Section 1. **Application for Exemption.** Residents who qualify under the terms of Section 11.35 of the Texas Property Tax Code may apply for said exemption through the Brazoria County Appraisal District through December 27, 2021.

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

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

CITY OF ALVIN, TEXAS	**ATTEST**:
By: ___________________________________	By: ___________________________________
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

Rec'd 9/20/21

bcad

THE BRAZORIA COUNTY APPRAISAL

500 N CHENANGO ST
ANGLETON TX 77515-4650

TEL. (979) 849-7792
FAX (979) 849-7984
http://www.brazoriacad.org

September 16th 2021

RE: Hurricane Nicholas September 13th Governor Disaster Declaration – Tax Code 11.35 Temporary Exemption for Qualified Property Damaged by Disaster

Dear Local Governing Bodies:

Governor Abbott declared Brazoria County to be in a disaster area due to Hurricane Nicholas on September 13th 2021. Property owners in Brazoria County may qualify for an exemption from taxation by a taxing unit of a portion of the appraised value of qualified property if the damage is at least 15% damaged by the disaster. A property owner must apply for the temporary exemption no later than 105 days after the governor declares a disaster area.

If your taxing unit adopted the 2021 tax rate on or before September 13th; the governing body of the taxing unit needs to adopt the exemption 60 days after the date the governor first declares a disaster area (**November 12th 2021**). If the exemption is not adopted, the exemption will not be applied to a qualifying property.

Any taxing unit that did not adopt a tax rate on or before the date of the disaster; does not need to authorize/adopt the exemption because it will be granted automatically if the property qualifies.

Enclosed is a copy of Texas Tax Code Sec. 11.35 Temporary Exemption for Qualified Property Damaged by Disaster for your information.

If you have any questions regarding this matter, please contact our office at 979-849-7792.

Sincerely,

Al Baird
Chief Appraiser
Enclosure

Texas Tax Code
Sec. 11.35
Temporary Exemption for Qualified Property Damaged by Disaster

(a)*In this section, "qualified property" means property that:*

(1) consists of:

(A)tangible personal property used for the production of income;

(B)an improvement to real property; or

(C)a manufactured home as that term is defined by Section 1201.003 (Definitions), Occupations Code, that is used as a dwelling, regardless of whether the owner of the manufactured home elects to treat the manufactured home as real property under Section 1201.2055 (Election by Owner), Occupations Code;

(2) is located in an area declared by the governor to be a disaster area following a disaster;

(3) is at least 15 percent damaged by the disaster, as determined by the chief appraiser under this section; and

(4) for property described by Subdivision (1)(A), is the subject of a rendition statement or property report filed by the property owner under Section 22.01 (Rendition Generally) that demonstrates that the property had taxable situs in the disaster area for the tax year in which the disaster occurred.

(b)*A person is entitled to an exemption from taxation by a taxing unit of a portion of the appraised value of qualified property that the person owns in an amount determined under Subsection (h).*

(c)*Notwithstanding Subsection (b), if the governor first declares territory in a taxing unit to be a disaster area as a result of a disaster on or after the date a taxing unit adopts a tax rate for the tax year in which the declaration is issued, a person is not entitled to the exemption for that tax year unless the governing body of the taxing unit adopts the exemption in the manner provided by law for official action by the body.*

(d)*An exemption adopted by the governing body of a taxing unit under Subsection (c) must:*

(1) specify the disaster to which the exemption pertains; and

(2) be adopted not later than the 60th day after the date the governor first declares territory in the taxing unit to be a disaster area as a result of the disaster.

(e)*A taxing unit the governing body of which adopts an exemption under Subsection (c) shall, not later than the seventh day after the date the governing body adopts the exemption, notify the chief appraiser of each appraisal district in which the taxing unit participates, the assessor for the taxing unit, and the comptroller of the adoption of the exemption.*

(f)*On receipt of an application for the exemption authorized by this section, the chief appraiser shall determine whether any item of qualified property that is the subject of the application is at least 15 percent damaged by the disaster and assign to each such item of qualified property a damage assessment rating of Level I, Level II, Level III, or Level IV, as appropriate, as provided by Subsection (g). In determining the appropriate damage assessment rating, the chief appraiser may rely on information provided by a county emergency management authority, the Federal Emergency Management Agency, or any other source the chief appraiser considers appropriate.*

(g)*The chief appraiser shall assign to an item of qualified property:*

(1)a Level I damage assessment rating if the property is at least 15 percent, but less than 30 percent, damaged, meaning that the property suffered minimal damage and may continue to be used as intended;

(2)a Level II damage assessment rating if the property is at least 30 percent, but less than 60 percent, damaged, which, for qualified property described by Subsection (a)(1)(B) or (C), means that the

property has suffered only nonstructural damage, including nonstructural damage to the roof, walls, foundation, or mechanical components, and the waterline, if any, is less than 18 inches above the floor;
(3)a Level III damage assessment rating if the property is at least 60 percent damaged but is not a total loss, which, for qualified property described by Subsection (a)(1)(B) or (C), means that the property has suffered significant structural damage requiring extensive repair due to the failure or partial failure of structural elements, wall elements, or the foundation, or the waterline is at least 18 inches above the floor; or
(4)a Level IV damage assessment rating if the property is a total loss, meaning that repair of the property is not feasible.

(h)*Subject to Subsection (i), the amount of the exemption authorized by this section for an item of qualified property is determined by multiplying the appraised value, determined for the tax year in which the disaster occurred, of the property by:*
(1)15 percent, if the property is assigned a Level I damage assessment rating;
(2)30 percent, if the property is assigned a Level II damage assessment rating;
(3)60 percent, if the property is assigned a Level III damage assessment rating; or
(4)100 percent, if the property is assigned a Level IV damage assessment rating.

(i)*If a person qualifies for the exemption authorized by this section after the beginning of the tax year, the amount of the exemption is calculated by multiplying the amount determined under Subsection (h) by a fraction, the denominator of which is 365 and the numerator of which is the number of days remaining in the tax year after the day on which the governor first declares the area in which the person's qualified property is located to be a disaster area, including the day on which the governor makes the declaration.*

(j)*If a person qualifies for the exemption authorized by this section after the amount of the tax due on the qualified property is calculated and the effect of the qualification is to reduce the amount of the tax due on the property, the assessor for each applicable taxing unit shall recalculate the amount of the tax due on the property and correct the tax roll. If the tax bill has been mailed and the tax on the property has not been paid, the assessor shall mail a corrected tax bill to the person in whose name the property is listed on the tax roll or to the person's authorized agent. If the tax on the property has been paid, the tax collector for the taxing unit shall refund to the person who paid the tax the amount by which the payment exceeded the tax due. No interest is due on an amount refunded under this subsection.*

(k)*The exemption authorized by this section expires as to an item of qualified property on January 1 of the first tax year in which the property is reappraised under Section 25.18 (Periodic Reappraisals).*

Added by Acts 2019, 86th Leg., R.S., Ch. 1034 (H.B. 492), Sec. 1, eff. January 1, 2020.

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Mayor's Office **Contact:** Paul A. Horn, Mayor

Agenda Item: Discuss Brazoria County proposed redistricting.

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

Summary: This item is on the agenda at the request of Mayor Horn. Mayor Horn will speak to the concerns had during said meeting.

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

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

Legal Review Required: N/A ☐ Required ☐ **Date Completed:**__________________

Supporting documents attached:

Recommendation: No Action. Discussion Only.

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: 10/21/2021

Department: City Attorney **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 21-R, implementing the Civil Service classification system in the City of Alvin for certified police officers in accordance with the requirements of Chapter 143 of the Texas Local Government Code; establishing classifications and ranks; setting the initial number of authorized and budgeted positions within each rank; establishing certain supplemental pay categories; setting sick leave and vacation leave accrual levels; defining certain terms and setting certain conditions to facilitate implementation of the civil service system in the police department; and providing an effective date.

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

Summary: In a special election on November 3, 2020, the voters of the City of Alvin approved and adopted a civil service system for police officers covered by Chapter 143 of the Texas Local Government Code (Chapter 143).

Chapter 143 provides that, within 30 days after the date a municipality's first full fiscal year begins after the date of the adoption of the election of Chapter 143, the governing body of the municipality shall implement Chapter 143. Thus, the deadline for implementing Chapter 143 is October 30, 2021. Upon the adoption of this proposed ordinance, civil service implementation will begin on October 29, 2021. This proposed ordinance includes the following key elements, as delineated in the Local Civil Service Rules of the Police Officers' Civil Service Commission of the City of Alvin, in the 2019 Collective Bargaining Agreement, and pursuant to Chapter 143:

- The classification of Police Officers, Police Corporals/Specialists, Police Sergeants, Police Lieutenants, and Police Captains;
- Adoption of the Salary Schedule as agreed upon in the 2019 Collective Bargaining Agreement;
- Longevity pay of $4 a month, as existing in the Collective Bargaining Agreement and pursuant to Section 141.032 of the Texas Local Government Code;
- Certification and education pay, as existing in the Collective Bargaining Agreement and pursuant to Section 141.032 of the Texas Local Government Code;
- Additional sick leave minimum (from 10 days to 15 days a year) (as required by Section 143.045 of the Texas Local Government Code); and
- Additional vacation leave (from a minimum of 8 days to 15 days per year) (as required by Section 143.046 of the Texas Local Government Code).

Staff recommends approval of Ordinance 21-R.

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:** 10/14/2021 SLH

Supporting documents attached:

- Ordinance 21-R

Recommendation: Move to approve Ordinance 21-R, implementing the Civil Service classification system in the City of Alvin for certified police officers in accordance with the requirements of Chapter 143 of the Texas Local Government Code; establishing classifications and ranks; setting the initial number of authorized and budgeted positions within each rank; establishing certain supplemental pay categories; setting sick leave and vacation leave accrual levels; defining certain terms and setting certain conditions to facilitate implementation of the civil service system in the police department; 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. 21-R

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, IMPLEMENTING A CIVIL SERVICE CLASSIFICATION SYSTEM IN THE CITY OF ALVIN FOR CERTIFIED POLICE OFFICERS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; ESTABLISHING CLASSIFICATIONS AND RANKS; SETTING THE INITIAL NUMBER OF AUTHORIZED AND BUDGETED POSITIONS WITHIN EACH RANK; ESTABLISHING CERTAIN SUPPLEMENTAL PAY CATEGORIES; SETTING SICK LEAVE AND VACATION LEAVE ACCRUAL LEVELS; DEFINING CERTAIN TERMS AND SETTING CERTAIN CONDITIONS TO FACILITATE IMPLEMENTATION OF THE CIVIL SERVICE SYSTEM IN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the "City"), is a home-rule municipality incorporated and organized under the Constitution and laws of the State of Texas; and

WHEREAS, the voters of the City of Alvin approved and adopted a civil service system for police officers covered by Chapter 143 of the Texas Local Government Code ("Chapter 143") at a duly called special election held on November 3, 2020; and

WHEREAS, under the applicable civil service statutes, primarily Chapter 143, the City of Alvin is required to adopt by ordinance a civil service classification system for all police officers; and

WHEREAS, the City of Alvin is also required to establish a strength of force for each rank within the classification system established by the City; and

WHEREAS, the City of Alvin is required to set a uniform base pay for each rank within the classification system established by the City; and

WHEREAS, the City of Alvin is further authorized to establish and recognize and appropriate longevity and seniority pay for its classified police officers; and

WHEREAS, the City of Alvin is further authorized to establish and recognize other supplemental pays for its classified police officers as authorized below; and

WHEREAS, the City of Alvin is further authorized to define certain terms and establish certain conditions to implement the civil service systems for police officers;

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

Section 1. **CLASSIFIED RANK STRUCTURE AND STRENGTH OF FORCE**

A. Pursuant to Section 143.021 of the Texas Local Government Code, the City Council hereby establishes the following classified rank structure for its police officers employed in the Police Department, prescribes the number of authorized positions within each respective rank, and establishes the annual base pay attributable to each classified rank as follows:

POLICE OFFICER PERSONNEL		
AUTHORIZED CLASSIFIED RANK STRUCTURE	**AUTHORIZED & BUDGETED POSITIONS**	**ANNUAL BASE PAY**
POLICE OFFICER	31	$51,729.60
CORPORAL/SPECIALIST	16	PO base + $1.80 per hour
SERGEANT	6	$65,000.00
LIEUTENANT	4	$81,952.00
CAPTAIN	2	$95,139.20

B. The foregoing annual base pay amounts are premised on the annualized work schedule for police personnel that does not trigger an overtime pay obligation under state or federal law. For purposes of payroll administration, the annual base pay specified above shall be converted to an hourly rate of pay using the standard work schedule applicable to each respective rank and used for payroll purposes.

C. If the standard work schedule of a police officer triggers an overtime pay obligation as a component of that schedule, then the City shall compensate those hours at an overtime rate of pay as required by state or federal law.

Section 2. **LONGEVITY PAY AND SENIORITY PAY USING SALARY SCHEDULE**

A. Unless there is a labor agreement provision to the contrary, a covered civil service employee is entitled to receive longevity pay of $4.00 per month per year of service in the department, not to exceed 25 years as mandated by Section 141.032 of the Texas Local Government

Code, and Rule 6.02 of the Civil Service Local Rules.

B. Further, as allowed under Section 143.041 of the Texas Local Government Code, seniority pay based on time in each rank step is hereby incorporated from the current Collective Bargaining Salary Schedule as reflected in the attached Exhibit A for all police officers as indicated therein.

C. For purposes of the transition from the current civilian pay plan into the statutory civil service system under Chapter 143, the difference in pay between the base pay established as Step 1 in each recognized rank and the pay designated in each additional step beyond Step 1 in that rank shall be deemed to be the seniority pay component authorized under Section 143.041(c)(1) of the Texas Local Government Code.

D. The effective date for the time-in-step seniority system based on time in Step and eligibility for each Step shall be October 1, 2021. Except as provided by this Ordinance or a subsequent ordinance adopted by the City Council, or subsequent labor relations agreement, thereafter, police officers shall automatically move to the next Step in the classified rank upon completion of twelve (12) months of time in Step for the specified rank, minus any abatement of the Step pay that may be imposed by the City Council for any period.

E. For classified police officers appointed after October 1, 2021, the time in Step shall be governed by the date of entry into Step 1 of the Salary Schedule.

F. The City Council reserves the right, in its discretion, to reduce, modify, freeze, or eliminate the Salary Schedule for any reason.

G. An employee who tests and promotes to a next higher rank in accordance with civil service testing requirements shall be placed at the Step pertaining to the promotional rank that results in the step above the step in the promotional rank in which the employee's current salary is located.

H. The City Council reserves the right to eliminate, adjust and modify the foregoing tables as is allowed by the relevant provisions of Chapter 143.

<u>Section 3.</u> CERTIFICATION PAY

A. As authorized under Section 143.044 of the Texas Local Government Code, the Certification Pay referenced below shall constitute the authorized certification pays for police officers who hold the stated certificate from the Texas Commission on Law Enforcement.

B. Certification pay is for highest level held in each category and is not cumulative. Proof of active certification status must be on file with the Human Resources Department as a condition precedent to receiving the stated pay. Loss or suspension of the certification shall result in the loss of that pay. Employees shall notify the Human Resources Department of loss or suspension of certification. If certification pay is paid after loss or suspension of the certification, the police officer shall reimburse the City from the date of the loss.

C. Certification pays are stated in monthly amounts but shall be paid in pro-rata amounts synchronized to the pay cycles established in the City's payroll system.

D. The following certification pays for the police officers are authorized to be paid for holding the certification:

POLICE DEPARTMENT		
CERTIFICATION PAY	**CRITERIA**	**MONTHLY PAY**
Intermediate	TCOLE Certification only	$50.00
Advanced	TCOLE Certification only	$100.00
Master's	TCOLE Certification only	$150.00

E. The City Council reserves the right to eliminate, adjust and modify the foregoing certification pay as is allowed by the relevant provisions of Chapter 143.

<u>Section 4.</u> EDUCATION INCENTIVE PAY

A. As authorized under Section 143.044(c) of the Texas Local Government Code, the following educational incentive pay for police officers who meet the stated criteria are allowed:

POLICE DEPARTMENT		
EDUCATIONAL INCENTIVE PAY	**CRITERIA**	**ANNUAL PAY (Monthly)**
Associate Degree	Proof of a degree from an accredited educational institution	$50.00
Bachelor's Degree	Proof of a degree from an accredited educational institution	$100.00
Master's Degree	Proof of a degree from an accredited educational institution	$150.00

B. Educational incentive pay is for highest level held and is not cumulative. Proof of a certified transcript for the specified degree from an accredited college or university must be on file with the Human Resources Department as a condition precedent to receiving the stated pay.

C. For purposes of this pay, an "accredited college or university" means a college or university that is accredited by a nationally recognized accrediting agency and by the state board of education in the state in which the college or university is located.

D. The City Council reserves the right to eliminate, adjust and modify the foregoing educational incentive pay as is allowed by the relevant provisions of Chapter 143.

<u>Section 5.</u> **SICK LEAVE**

A. Sick leave accrual shall be calculated in accordance with the minimum requirements of Section 143.045 of the Texas Local Government Code, and unless there is a labor agreement provision to the contrary, shall accrue as stated in the City of Alvin Personnel Policy Manual.

B. A "working day" for purposes of Section 143.045 accrual is hereby defined as a ten (10) hour day for personnel working a forty (40) hour per week work schedule.

C. Pursuant to of Subsection 143.045(b) of the Texas Local Government Code, a police officer may accumulate sick leave without limit and may use the leave if unable to work because of a bona fide illness.

D. Utilization of sick leave shall be managed in accordance with department policy and practice.

E. A police officer who leaves the classified service for any reason shall receive in a lump-sum payment, the full amount of the person's salary for accumulated sick leave if the person has accumulated not more than 90 days of sick leave. If a police officer has accumulated more than 90 days of sick leave, the police officer shall receive in a lump-sum payment the full amount of the person's salary for 90 days of accumulated sick leave.

F. For purposes of the transition from the current civilian pay plan to the statutory civil service system under Chapter 143 of the Texas Local Government Code, sick leave accrued by a current civilian employee shall be retained by the employee upon transition to the statutory civil service system. For example, if a police officer has accrued 100 hours of sick leave as of September 30, 2021, the police officer shall retain such accrued sick leave on October 1, 2021, for use in the civil service system.

G. The City Council reserves the right to adjust and modify the foregoing sick leave policy as is allowed by the relevant provisions of Chapter 143.

<u>Section 6.</u> VACATION LEAVE

A. Vacation leave shall be authorized in accordance with the minimum requirements of Section 143.046 of the Texas Local Government Code, and unless there is a labor agreement provision to the contrary, shall accrue in accordance with the City of Alvin Personnel Policy Manual.

B. A "working day" for purposes of Section 143.046 accrual is hereby defined as a ten (10) hour day for personnel working a forty (40) hour per week work schedule.

C. Vacation leave shall be administered according to the following rules:

i. An employee's hire date as sworn personnel with the Police Department shall be recorded as the anniversary date for the purpose of vacation accrual.
ii. The maximum accrual a civil service employee may maintain is equal to, but not greater than, two (2) times his or her annual rate. Civil service employees shall be encouraged to use a substantial portion of their vacation leave each year.
iii. A police officer in classified service employee may not maintain vacation leave greater than the maximum accrued vacation leave allowed.
iv. No vacation leave shall be allowed unless previously approved by the Department Head or designee. Department Heads or their designees shall schedule or approve vacations giving due consideration to the needs of the City and the interests of the employee.
v. A police officer who is separated from City service for any reason shall be paid for any accrued, unused vacation leave up to, but not greater than, the maximum allowed vacation accrual leave.
vi. Vacation leave may be taken in one-hour increments if authorized by the Department Head or designee.
vii. Vacation leave shall be charged only for time during which the police officer would ordinarily have worked. For example, City holidays will not be charged against vacation time.
viii. A police officer being laterally transferred, promoted, or demoted shall retain accrued vacation leave.
ix. Vacation leave shall not be advanced to a police officer except with the approval of the City Manager.
x. Except as provided by Chapter 143, vacation leave credits are not transferable to other police officers.
xi. A police officer under suspension, or on leave without pay, shall not accrue vacation leave.

D. Utilization of vacation leave shall be managed in accordance with department policy and practice.

E. For purposes of the transition from the current civilian pay plan to the statutory civil service system under Chapter 143, vacation leave accrued by a current civilian employee shall be retained by the employee upon transition to the statutory civil service system. For example, if a police officer has accrued 10 hours of vacation leave as of September 30, 2021, the police officer shall retain such accrued vacation leave on October 1, 2021, for use in the civil service system.

F. The City Council reserves the right to adjust and modify the foregoing vacation leave policy as is allowed by the relevant provisions of Chapter 143.

Section 7. **ORDER OF AUTHORITY**

Upon the implementation date for the City's civil service system, currently set to be deployed on October 29, 2021, police officers shall be managed pursuant to the standards and requirements of the following governing criteria, in precedential order:

1) the applicable Collective Bargaining Agreement;

2) the civil service statutes, specifically Chapter 143 of the Texas Local Government Code;

3) the duly adopted Local Civil Service Rules of the Civil Service Commission so long as not in conflict with any of the foregoing authorities;

4) police department policies and practices, so long as not in conflict with any of the foregoing authorities, and

5) applicable provisions of the City's Personnel Policy so long as not in conflict with any of the foregoing authorities.

Section 8. **ANNUAL BUDGET**

The provisions of this Ordinance shall be subject to and in accordance with any annual or routine budget amendments, and any provisions in this Ordinance shall be automatically updated and amended annually in accordance with the annual budget.

Section 9. **REPEAL OF CONFLICTING ORDINANCES**

A. This Ordinance and the subject matter contained herein shall supersede and hereby repeals any prior Ordinances or administrative directives in conflict with this Ordinance.

B. The provisions of this Ordinance shall also supersede any provisions of the Civil Service Rules and Regulations or Personnel Policy provisions in conflict with the provisions of this Ordinance.

<u>Section 10.</u> **SEVERABILITY**

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 adjudged 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, hereby 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, or whether there be one or more parts.

<u>Section 11.</u> **EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon adoption in accordance with the laws of the State of Texas and the City Charter for the City of Alvin on October 29, 2021.

PASSED and APPROVED on this 21st day of October 2021.

CITY OF ALVIN	ATTEST:
______________________________	______________________________
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

APPROVED AS TO FORM:

____

Suzanne L. Hanneman, City Attorney

EXHIBIT A

ALVIN POLICE OFFICERS ASSOCIATION

2019 – 2021 SALARY SCHEDULE (Proposed October 1, 2019)

POLICE OFFICER	Pct Inc	Starting	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Current (10/01/2018)	-	$ 23.44	$ 24.28	$ 25.12	$ 25.97	$ 26.81	$ 27.65	$ 28.50	$ 29.37	$ 30.21	$ 31.06
Effective Oct 2019	2%	$ 23.91	$ 24.77	$ 25.62	$ 26.49	$ 27.35	$ 28.20	$ 29.07	$ 29.96	$ 30.81	$ 31.68
Effective Oct 2020	2%	$ 24.39	$ 25.26	$ 26.13	$ 27.02	$ 27.89	$ 28.77	$ 29.65	$ 30.56	$ 31.43	$ 32.31
Effective Oct 2021	2%	$ 24.87	$ 25.77	$ 26.66	$ 27.56	$ 28.45	$ 29.34	$ 30.24	$ 31.17	$ 32.06	$ 32.96

SERGEANT	Pct Inc	Starting	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year
Current (10/01/2018)	-	$ 29.45	$ 30.72	$ 31.38	$ 32.01	$ 32.65	$ 33.28	$ 33.94	$ 34.58
Effective Oct 2019	2%	$ 30.04	$ 31.33	$ 32.01	$ 32.65	$ 33.30	$ 33.95	$ 34.62	$ 35.27
Effective Oct 2020	2%	$ 30.64	$ 31.96	$ 32.65	$ 33.30	$ 33.97	$ 34.62	$ 35.31	$ 35.98
Effective Oct 2021	2%	$ 31.25	$ 32.60	$ 33.30	$ 33.97	$ 34.65	$ 35.32	$ 36.02	$ 36.70

LIEUTENANT	Pct Inc	Starting	1 Year	2 Year	3 Year	4 Year	5 Year
Current (10/01/2018)	-	$ 37.13	$ 38.41	$ 39.06	$ 39.69	$ 40.34	$ 40.95
Effective Oct 2019	2%	$ 37.87	$ 39.18	$ 39.84	$ 40.48	$ 41.15	$ 41.77
Effective Oct 2020	2%	$ 38.63	$ 39.96	$ 40.64	$ 41.29	$ 41.97	$ 42.60
Effective Oct 2021	2%	$ 39.40	$ 40.76	$ 41.45	$ 42.12	$ 42.81	$ 43.46

CAPTAIN	Pct Inc	Starting	1 Year	2 Year	3 Year
Current (10/01/2018)	-	$ 43.10	$ 44.36	$ 45.01	$ 45.63
Effective Oct 2019	2%	$ 43.96	$ 45.25	$ 45.91	$ 46.54
Effective Oct 2020	2%	$ 44.84	$ 46.15	$ 46.83	$ 47.47
Effective Oct 2021	2%	$ 45.74	$ 47.08	$ 47.76	$ 48.42

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Police **Contact:** Chief Robert E Lee

Agenda Item: Consider Resolution 21-R-23, authorizing the Alvin Police Department to make application for the Body-Worn Camera Grant program through the Office of the Governor, Public Safety Office, to help defray the cost of data storage of recordings created with body worn cameras.

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

Summary: During the 87th Legislature, HB 1938 was passed and codified as Section 1701.6521 to the Texas Occupations Code, creating a grant for law enforcement agencies to defray the cost of data storage for body worn camera recordings. This newly created grant was incorporated into an already existing grant which defrays the cost of purchasing body worn cameras (BWCs) for law enforcement agencies. The Police Department is applying for this grant and requesting funds to purchase four (4) new BWCs for the new patrol officer positions and requesting funding to defray the cost of the storage of the requested BWCs and for those already in use.

This grant application requires a resolution from the governing body of the agency applying that includes the following:

1. Authorization by the governing body for the submission of the application to the Governor's Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested: "Body Worn Camera Storage Project";
2. A commitment to provide all applicable matching funds; (25% for this grant);
3. A designation of the name and/or title of the authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant; and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

The Police Department use the Axon Camera system for the body cameras, in-car cameras, and the cameras in the interview room. In FY22, the Police Department specifically budgeted $9,000.00 for BWC storage. The cost budgeted for four (4) new BWCs is $5,600.00. This amounts to a total of $14,600.00, of which the grant will defray 75%, which brings the grant amount we are requesting to $10,950.00. The City will be responsible for a 25% match of the total cost which is $3,650. This grant is for one (1) year.

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:** 10/11/2021 SLH

Supporting documents attached:

- HB 1938
- BWC Project Narrative

Recommendation: Move to approve Resolution 21-R-23, authorizing the Alvin Police Department to make application for the Body-Worn Camera Grant program through the Office of the Governor, Public Safety Office, to help defray the cost of data storage of recordings created with body worn cameras.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 21-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE ALVIN POLICE DEPARTMENT TO MAKE APPLICATION FOR THE BODY-WORN CAMERA GRANT PROGRAM THOUGH THE GOVERNOR'S PUBLIC SAFETY OFFICE TO DEFRAY THE COST OF DATA STORAGE OF RECORDINGS CREATED WITH BODY WORN CAMERAS.

WHEREAS, House Bill Number 1938, passed by the 87th Texas Legislature and now codified as Section 1701.6521 of the Texas Occupations Code, establishes a grant through the Office of the Governor for law enforcement agencies to defray the costs of data storage for recordings created with body worn cameras; and

WHEREAS, Alvin Police Department Policy states that all patrol officers must wear body worn cameras and they must be activated when interacting with the public, which averages 2.0Gb of data per device, per day. The Department anticipates a 15% increase in data storage over the next year; and

WHEREAS, grant funds received will be utilized to defray the cost of cameras for additional officers approved in FY22 budget, and for the cloud storage with existing Axon Evidence storage system;

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

Section 1. The City Council authorizes the submission of a grant application to the Governor's Public Safety Office for the "Body Worn Camera Storage Project."

Section 2. The City of Alvin, Texas, hereby commits to providing twenty-five percent (25%) of all applicable matching funds, and hereby assures that, in the event of loss or misuse of the grant funds, the governing body will return all funds to the Governor's Public Safety Office.

Section 3. The City Council has considered the matter and deems it in the public interest to authorize this action, and hereby authorizes Robert E. Lee, the Chief of Police for the Alvin Police Department, as the authorized official who is hereby given the authority to apply for, accept, reject, alter, or terminate a grant with the Public Safety Office for the Body Worn Camera Storage Project.

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

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

CITY OF ALVIN, TEXAS

By: ________________________________
Paul A. Horn, Mayor

ATTEST:

By: ________________________________
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Police **Contact:** Chief Robert E Lee

Agenda Item: Consider the purchase of ten (10) Ramco in-car computers from Patrol PC in an amount not to exceed $51,497.70 for the Alvin Police Department.

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

Summary: The Alvin Police Department utilizes the Ramco Patrol PC in-car computers due to their function and reliability. The department needs ten (10) new in-car computers: eight (8) for the replacement of outgoing computers, and two (2) for installation in new vehicles added to the fleet. Each of the outgoing units came with a three (3) year standard warranty, and upon expiration we were able to purchase an additional four (4) year warranty for a total of seven (7) years of coverage. The Ramco units being replaced have been in service for almost 8 years and can no longer be covered under maintenance or warranty due to their age. The new units will have the same coverage and are expected to last 7+ years as well. The funds for this purchase were included as part of the FY22 budget. This is a sole source vendor. Staff recommends approval of this purchase.

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

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

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 10/14/2021 SLH

Supporting documents attached:

- Ramco Patrol PC Quote

Recommendation: Move to approve the purchase of ten (10) Ramco in-car computers from Patrol PC in an amount not to exceed $51,497.70 for the Alvin Police Department.

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

Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # ALV281
Quote # 1537542
Date 11-Oct-21
Page 1

City of Alvin
1500 S Gordon St,
Alvin, TX 77511

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference #
Contact Shawn Sewell
Phone # 281-585-7107

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	RH-M2 Patrol PC® RhinoTab® M2 UltraRugged® Portable MDT Core i Intel Generation 5 (12.1" Sunlight Readable Display - 1400+ NITS+, Projected Capacitive Touch Screen, Core i7-5650U 5th Gen 2.2GHz/3.1GHz, 4MB Cache, 2 Core, 250GB M.2 NVMe SSD, 8GB DDR3-1600 RAM, No OS, 2 USB 3.0 ports, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/AC + BlueTooth, GPS, Front Camera and Rear Camera w/ Flash, Dual Digital Microphones, Shock-Absorbing Bumpers, TPM v2.0, Stereo Speakers, Side-Mount Handle, 3 Year Warranty)	PATPC		10	4,408.55000	44,085.50
2	RAM-16GB-DDR3 Upgrade to 16GB DDR3-1600 RAM [or Modification to Existing Unit]	PATPC		10	266.25000	2,662.50
4	PWR-AC-15V-90W-NC 90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty) No Charge (Included with Tablet order).	PATPC		10	0.00000	0.00
5	OS-W10E64-RH-M2 Windows 10 IoT Enterprise 64 Bit Operating System for RhinoTab® M2 w/ CBB License	PATPC		10	247.50000	2,475.00
6	TM-5502-TAH-15 2021 Chevy Tahoe Mount Tablet and Keyboard Mount with Two Telescopic Posts. Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket (UDB-01). Keyboard Post with G.R.I.P. Tilt/Swivel and Double Articulated Arm and Keyboard Tray. Telescopic Mid Section on Under the Seat Base for Chevrolet TAHOE (2015+)	HINT		2	539.90000	1,079.80
7	AP-4X4-PPC Adaptor Plate for 4"x4" Hole Pattern for Patrol PC	HINT		2	91.20000	182.40
8	RUGGED KEYBOARD Man & Machine Keyboard	MMIMD		2	331.25000	662.50
9	SHIPPING	PATPC		10	35.00000	350.00

Subtotal: 51,497.70
Order Total: 51,497.70

QUOTE VALID FOR 30 DAY(S)

Authorized Signature

Please note effective July 6th, 2018, predicated on the rules dictated by The Office of the U.S. Trade Representative (USTR) Section 301 investigation into Chinese intellectual property and technology transfer issues. Section 301Tariff, COO China products may be subject to the applicable tariff up to 25%.

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: Police **Contact:** Chief Robert E Lee

Agenda Item: Consider the purchase of replacement Motorola in-car and portable (hand-held) radios for Police, Fire, and EMS from Motorola in an amount not to exceed $734,631.00.

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

Summary: As of December 31, 2021, all models of the Police, Fire, and EMS in-car and portable radios currently in use will be deemed "end of service" by Motorola. Software and new feature support on all portable radios ended on December 31, 2019, as we discovered in 2020 when we tried to have the "emergency button" feature on the existing radios enabled. All of the "end-of-service" in car radios supposedly have aftermarket hardware support until 2025 or "while supplies last" but we have already experienced issues in having radios repaired even prior to the "end-of-service" date. Except for a few radios added over the years, the majority of radios in use have been in-service since the City transitioned to the current digital radio system in 2011. These radios have functioned well over this period and 10+ years of use of the same technology is exceptional. The replacement radios are the newer versions of the same in-car and portable radios and are expected to have the same life expectancy. The funds for the replacement radios were included in the FY22 budget. Police will receive 63 portable and 28 mobile radios; Fire will receive 46 portable and 25 mobile and EMS will receive 26 portable and 9 mobile for a total of 135 portable (hand-held) radios and 62 mobile (in-car) radios. Staff recommends approval of this purchase.

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

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

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 10/14/2021 SLH

Supporting documents attached:

- Life Cycle Support Notice in-car
- APX6000 End of Support Notice
- Radio Quote PD FIRE EMS

Recommendation: Move to approve the purchase of Motorola Radios for the Police Department, Fire Department, and Emergency Medical Services in an amount not to exceed $734,631.00

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

LIFECYCLE SUPPORT NOTICE

APX™ O5 Control Head & "AN Model" APX™ Single Band Mobile: UHF R1 (380-470MHz), 700/800 MHz, VHF (136-174MHz)

OVERVIEW

Due to end of life parts, a business decision has been made to cancel the below APX™ subscriber mobile radio and control head effectively on May-2020.

- G442 - APX™ O5 Control Head
- H1904 - APX™ O5 Control Head Retrofit Kit
- M36QSS9PW1AN - APX™ 1500 UHF R1 (380-470MHz)
- M24QSS9PW1AN - APX™ 2500 UHF R1 (380-470MHz)
- M22QSS9PW1AN - APX™ 4500 UHF R1 (380-470MHz)
- M25QSS9PW1AN - APX™ 6500 UHF R1 (380-470MHz)
- M25QSS9PW1AN - APX™ 6500Li UHF R1 (380-470MHz)
- M36KSS9PW1AN - APX™ 1500 VHF (136-174MHz)
- M24KSS9PW1AN - APX™ 2500 VHF (136-174MHz)
- M22KSS9PW1AN - APX™ 4500 VHF (136-174MHz)
- M25KSS9PW1AN - APX™ 6500 VHF (136-174MHz)
- M25KSS9PW1AN - APX™ 6500Li VHF (136-174MHz)
- M36URS9PW1AN - APX™ 1500 700/800 MHz
- M24URS9PW1AN - APX™ 2500 700/800 MHz
- M22URS9PW1AN - APX™ 4500 700/800 MHz
- M25URS9PW1AN - APX™ 6500 700/800 MHz
- M25URS9PW1AN - APX™ 6500Li 700/800 MHz

APX™ E5 Control Head will be made available in June 2020 and is the replacement of APX™ O5 Control Head. Retrofit kits for the E5 Control Head will be available in Q3 2020.

Enhanced Mobile radio 7/800 and UHF R1 "BN" models with similar features, functionalities and options but with new hardware and additional software features are available and listed below.

Enhanced Mobile VHF "BN" models will be available in June 2020.

Cancelled Product	Product Description	Suggested Replacement Product	Replacement Product Description	Last Order Date	Last Ship Date	Aftermarket Support Last Date
G442	O5 CONTROL HEAD	GA01670	E5 CONTROL HEAD	07/31/2020	09/30/2020	09/30/2025
H1904	O5 CH	H1930	E5 CH	07/31/2020	09/30/2020	09/30/2025
M36QSS9PW1AN	APX™ 1500 UHF R1 MOBILE	M36QSS9PW1BN	APX™ 1500 UHF R1 ENHANCED	07/31/2020	09/30/2020	09/30/2025
M24QSS9PW1AN	APX™ 2500 UHF R1 MOBILE	M24QSS9PW1BN	APX™ 2500 UHF R1 ENHANCED	07/31/2020	09/30/2020	09/30/2025

M22QSS9PW1AN	APX™ 4500 UHF R1 MOBILE	M22QSS9PW1BN	APX™ 4500 UHF R1 ENHANCED	07/31/2020	09/30/2020	09/30/2025
M25QSS9PW1AN	APX™ 6500 UHF R1 MOBILE	M25QSS9PW1BN	APX™ 6500 UHF R1 ENHANCED	07/31/2020	09/30/2020	09/30/2025
M25QSS9PW1AN	APX™ 6500Li UHF R1 MOBILE	M25QSS9PW1BN	APX™ 6500Li UHF R1 ENHANCED	07/31/2020	09/30/2020	09/30/2025
M36KSS9PW1AN	APX™ 1500 VHF MOBILE	M36KSS9PW1BN	APX™ 1500 VHF ENHANCED	07/31/2020	09/30/2020	09/30/2025
M24KSS9PW1AN	APX™ 2500 VHF MOBILE	M24KSS9PW1BN	APX™ 2500 VHF ENHANCED	07/31/2020	09/30/2020	09/30/2025
M22KSS9PW1AN	APX™ 4500 VHF MOBILE	M22KSS9PW1BN	APX™ 4500 VHF ENHANCED	07/31/2020	09/30/2020	09/30/2025
M25KSS9PW1AN	APX™ 6500 VHF MOBILE	M25KSS9PW1BN	APX™ 6500 VHF ENHANCED	07/31/2020	09/30/2020	09/30/2025
M25KSS9PW1AN	APX™ 6500Li VHF MOBILE	M25KSS9PW1BN	APX™ 6500Li VHF ENHANCED	07/31/2020	09/30/2020	09/30/2025
M36URS9PW1AN	APX™ 1500 700/800 MHz MOBILE	M36URS9PW1BN	APX™ 1500 700/800 MHz ENHANCED	07/31/2020	09/30/2020	09/30/2025
M24URS9PW1AN	APX™ 2500 700/800 MHz MOBILE	M24URS9PW1BN	APX™ 2500 700/800 MHz ENHANCED	07/31/2020	09/30/2020	09/30/2025
M22URS9PW1AN	APX™ 4500 700/800 MHz MOBILE	M22URS9PW1BN	APX™ 4500 700/800 MHz MOBILE	07/31/2020	09/30/2020	09/30/2025
M25URS9PW1AN	APX™ 6500 700/800 MHz MOBILE	M25URS9PW1BN	APX™ 6500 700/800 MHz ENHANCED	07/31/2020	09/30/2020	09/30/2025
M25URS9PW1AN	APX™ 6500Li 700/800 MHz MOBILE	M25URS9PW1BN	APX™ 6500Li 700/800 MHz ENHANCED	07/31/2020	09/30/2020	09/30/2025

All above aftermarket support dates are subject to demand and related component availability. All products will be supported on a commercially reasonable effort after the end of the support period solely at Motorola's discretion.

Retrofit kits and FLASHport for the "BN" Models will be available in Q3 2020.

Please note the UHF R2 (450-512MHz) and 900 MHz are not part of this cancellation notice and will continue to be available.

If you have specific questions regarding this notification, please contact your Motorola Solutions Account Representative.

APX™ 6000
"AN" RADIO MODELS END-OF-SUPPORT NOTICE

OVERVIEW

In 2016, the APX 6000 family (APX 6000, APX 6000Li, APX 6000XE, APX 5000, and SRX2200) evolved to support newer technologies. These enhancements required a revision in hardware from an "AN" model suffix to a "BN" model suffix.

The purpose of this notification is to inform customers of an end of support of the APX 6000 family AN, or legacy, radio models on December 31, 2019. The APX 6000 family legacy models are no longer orderable. The APX 6000 family can continue to be purchased on the BN, or "Enhanced," models listed below.

END-OF-SUPPORT DATE:

To align with 5-year support: December 31, 2021 (or while supplies last).

NEW FEATURE REQUEST/DEVELOPMENT:

To conclude December 31, 2019.

REPLACEMENT PRODUCT:

The APX 6000 family BN models are available for order. They offer the same features, functionalities and options as the APX 6000 legacy AN models, but with new features for an evolving customer need.

HARDWARE IMPACT:

Be advised that product repair support of the AN models is dependent on the availability of replacement parts. Motorola will make commercially reasonable efforts to repair products until the end of their respective support dates. Aftermarket product support will be available for the APX 6000 family AN radio models via commercially reasonable efforts through Customer Fulfillment Centers (CFC).

SOFTWARE IMPACT:

New features and enhancements will no longer be offered on AN models after December 31, 2019. The BN models do not share the same codeplugs as the AN models. There will be no additional new features developed on the AN models after December 31st, 2019.

MOTOROLA SOLUTIONS

MODELS/OPTIONS END-OF-SUPPORT

Listed below are the APX 6000/XE/Li models –

APX 6000 MODELS

END-OF-SUPPORT RADIO MODEL	DESCRIPTION	REPLACEMENT RADIO MODEL
H98UCD9PW5AN, H98UCD9PW5_N	APX 6000 7/800 MHZ MODEL 1.5 PORTABLE	H98UCD9PW5BN
H98UCF9PW6AN, H98UCF9PW6_N	APX 6000 7/800 MHZ MODEL 2.5 PORTABLE	H98UCF9PW6BN
H98UCH9PW7AN, H98UCH9PW7_N	APX 6000 7/800 MHZ MODEL 3.5 PORTABLE	H98UCH9PW7BN
H98KGD9PW5AN, H98KGD9PW5_N	APX 6000 VHF MHZ MODEL 1.5 PORTABLE	H98KGD9PW5BN
H98KGF9PW6AN, H98KGF9PW6_N	APX 6000 VHF MHZ MODEL 2.5 PORTABLE	H98KGF9PW6BN
H98KGH9PW7AN, H98KGH9PW7_N	APX 6000 VHF MHZ MODEL 3.5 PORTABLE	H98KGH9PW7BN
H98QDD9PW5AN, H98QDD9PW5_N	APX 6000 UHF R1 MODEL 1.5 PORTABLE	H98QDD9PW5BN
H98QDF9PW6AN, H98QDF9PW6_N	APX 6000 UHF R1 MODEL 2.5 PORTABLE	H98QDF9PW6BN
H98QDH9PW7AN, H98QDH9PW7_N	APX 6000 UHF R1 MODEL 3.5 PORTABLE	H98QDH9PW7BN
H98SDD9PW5AN, H98SDD9PW5_N	APX 6000 UHF R2 MODEL 1.5 PORTABLE	H98SDD9PW5BN
H98SDF9PW6AN, H98SDF9PW6_N	APX 6000 UHF R2 MODEL 2.5 PORTABLE	H98SDF9PW6BN
H98SDH9PW7AN, H98SDH9PW7_N	APX 6000 UHF R2 MODEL 3.5 PORTABLE	H98SDH9PW7BN

ORDERED WITH OR WITHOUT—

OPTION	DESCRIPTION
QA02006	ENH: APX 6000XE RUGGED RADIO
Q811	ENH: LI DIGITAL CONVENTIONAL
QA02829	ENH: LI ANALOG CONVENTIONAL
Q443	ENH: LI ANALOG 3600 TRUNKING
QA02756	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING
QA02812	ENH: LI P25 9600 BAUD TRUNKING W/ INTEROPERABILITY

APX 5000 MODELS

END-OF-SUPPORT RADIO MODEL	DESCRIPTION	REPLACEMENT RADIO MODEL
H98UCD9PW5ANI, H98UCD9PW5_NI	APX 5000 7/800 MHZ MODEL 1.5 PORTABLE	H98UCD9PW5BN
H98UCF9PW6ANI, H98UCF9PW6_NI	APX 5000 7/800 MHZ MODEL 2.5 PORTABLE	H98UCF9PW6BNI
H98UCH9PW7ANI, H98UCH9PW7_NI	APX 5000 7/800 MHZ MODEL 3.5 PORTABLE	H98UCH9PW7BNI
H98KGD9PW5ANI, H98KGD9PW5_NI	APX 5000 VHF MHZ MODEL 1.5 PORTABLE	H98KGD9PW5BNI
H98KGF9PW6ANI, H98KGF9PW6_NI	APX 5000 VHF MHZ MODEL 2.5 PORTABLE	H98KGF9PW6BNI
H98KGH9PW7ANI, H98KGH9PW7_NI	APX 5000 VHF MHZ MODEL 3.5 PORTABLE	H98KGH9PW7BNI
H98QDD9PW5ANI, H98QDD9PW5_NI	APX 5000 UHF R1 MODEL 1.5 PORTABLE	H98QDD9PW5BNI
H98QDF9PW6ANI, H98QDF9PW6_NI	APX 5000 UHF R1 MODEL 2.5 PORTABLE	H98QDF9PW6BNI
H98QDH9PW7ANI, H98QDH9PW7_NI	APX 5000 UHF R1 MODEL 3.5 PORTABLE	H98QDH9PW7BNI
H98SDD9PW5ANI, H98SDD9PW5_NI	APX 5000 UHF R2 MODEL 1.5 PORTABLE	H98SDD9PW5BNI
H98SDF9PW6ANI, H98SDF9PW6_NI	APX 5000 UHF R2 MODEL 2.5 PORTABLE	H98SDF9PW6BNI
H98SDH9PW7ANI, H98SDH9PW7_NI	APX5000 UHF R2 MODEL 3.5 PORTABLE	H98SDH9PW7BNI

SRX2200 MODELS

END-OF-SUPPORT RADIO MODEL	DESCRIPTION	REPLACEMENT RADIO MODEL
H99UCD9PW5AN, H99UCD9PW5_N	SRX2200 7/800 MHZ MODEL 1.5 PORTABLE	H99UCD9PW5BN
H99UCH9PW7AN, H99UCH9PW7_N	SRX2200 7/800 MHZ MODEL 3.5 PORTABLE	H99UCH9PW7BN
H99KGD9PW5AN, H99KGD9PW5_N	SRX2200 VHF MHZ MODEL 1.5 PORTABLE	H99KGD9PW5BN
H99KGH9PW7AN, H99KGH9PW7_N	SRX2200 VHF MHZ MODEL 3.5 PORTABLE	H99KGH9PW7BN
H99QDD9PW5AN, H99QDD9PW5_N	SRX2200 UHF R1 MODEL 1.5 PORTABLE	H99QDD9PW5BN
H99QDH9PW7AN, H99QDH9PW7_N	SRX2200 UHF R1 MODEL 3.5 PORTABLE	H99QDH9PW7BN

ORDERED WITH OR WITHOUT—

OPTION	DESCRIPTION
H553	ADD: ULTRA LOW POWER RADIO TRIGGER

CONTACT INFORMATION

If you have specific questions regarding this notification,
please contact your Motorola Solutions Account Representative.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

Customer #:	1012657774	**Prepared By** John Finn		**Mobile** 708-553-9973	**Date:** 4/12/2021
Quote Number #:	1428393	**Email** john.finn1@motorolasolutions.com			

Prepared For:	Aaron Kincaide	**Bill to Address:**	**Ship to Address:**
Company:	City of Alvin		
Phone:	281-245-9196		
Email:	akincaide@apd.cityofalvin.com		

Line	Qty	Model	Description	List Price	Contract Price	Ext Price
		APX 6000				
1	135	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	$ 5,983.00	$3,063.00	$ 413,505.00
1a	135	Q806	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00		
1b	135	H38	ADD: SMARTZONE OPERATION	$ 1,500.00		
1c	135	Q361	ADD: P25 9600 BAUD TRUNKING	$ 300.00		
1d	135	QA00580	ADD: TDMA OPERATION	$ 450.00		
1e	135	G996	ADD: PROGRAMMING OVER P25 (OTAP)	$ 100.00		
1f	135	QA01767	ADD:LINK LAYER RADIO AUTHENTICATION	$ 100.00		
1g	135	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	$ 5.00		
1h	135	Q58	ADD: 3Y ESSENTIAL SERVICE	$ 110.00		
	135					
1i	135	Q629	ENH: AES ENCRYPTION	$ 475.00	$ 350.00	$ 47,250.00
1j	135	Q498	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY	$ 740.00		
		Standalone Items				
2	135	PMMN4083AL	MICROPHONE,IMPRES RSM DELTA T	$ 125.00	$ 91.25	$ 12,318.75
3	135	NNTN8860	CHARGER SINGLE UNIT IMPRESS 2 3A 115VA	$ 165.00	$ 123.75	$ 16,706.25
4	15	NNTN8527A	CHR IMPR VEH ADAPT INT	$ 1,540.00	$ 1,155.00	$ 17,325.00
5	15	HMN1090D	ACCESSORY KIT,MODIFIED STANDARD MOBILE MIC GREY	$ 75.00	$ 60.00	$ 900.00
6	15	HSN4038A	SPEAKER,SPKR. 7.5 W REMOTE	$ 60.50	$ 48.00	$ 720.00
7	15	NTN8940	TRUNION KIT	$ 55.00	$ 44.00	$ 660.00
		APX 6500				
8	62	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	$1,406.50	$3,283.00	$ 203,546.00
8a	62	G806	ENH: ASTRO DIGITAL CAI OP APX	$ 258.00		
8b	62	G51	ENH: SMARTZONE OPERATION APX6500	$ 553.00		
8c	62	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	$ 2.50		
8d	62	G361	ADD: P25 TRUNKING SOFTWARE	$ 150.00		
8e	62	G66BN	ADD: APX E5 CONTROL HEAD	$ 216.00		
8f	62	G444	ADD: CONTROL HEAD SOFTWARE			
8g	62	G66	ADD: DASH MOUNT MID POWER	$ 62.50		
8h	62	G174	ADD: ANT 3DB LOW-PROFILE 762-870	$ 21.50		
8i	62	B18	ADD: AUXILARY SPKR 7.5 WATT	$ 30.00		
8j	62	G996	ENH: OVER THE AIR PROVISIONING	$ 50.00		
8k	62	G78	ENH: 3 YR REPAIR SERVICE ADVANTAGE (Total of 3 years)	$ 168.00		
8l	62	GA00580	ADD: TDMA OPERATION	$ 225.00		
8m	62	GA01767	ADD: APX6500 RADIO AUTHENTICATION	$ 50.00		
8n	62	W20	ADD: KEYPAD MIC	$ 90.00		
8o	62	G298	ADD: ENCRYPTION P25 & MDC OTAR	$ 130.00		
8p	62	G843	ADD: AES ENCRYPTION APX	$ 220.00	$ 350.00	$ 21,700.00

Total:	$ 734,631.00

MOTOROLA SOLUTIONS

AGENDA COMMENTARY

Meeting Date: 10/21/2021

Department: City Secretary **Contact:** Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 21-R-25, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2022.

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

Summary: HGAC's bylaws provide that each Home Rule City member with a population under 99,999 as of the latest (2010) Federal Census, is entitled to designate one representative and one alternate to serve on the H-GAC General Assembly. The two designees must be elected officials of Alvin's governing body.

Each year City Council is asked to appoint elected officials to serve as members to this assembly. Appointments must be made by October 30, 2021. Appointees are asked to represent the city and county of whom they represent at monthly meetings held typically at the HGAC offices in Houston.

Prior year appointments:
2021: Council member Castro (representative); Council member Vela (alternate)
2020: Council member Arendell (representative); Council member Castro (alternate).
2019: Council member Arendell (representative); Council member Castro (alternate).
2018: Council member Arendell (representative); Council member Richards (alternate).

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:** 10/14/2021 SLH

Supporting documents attached:

- Res 21-R-25
- H-GAC Letter

Recommendation: Move to approve Resolution 21-R-25, designating _____ to serve as the representative and ______ to serve as the alternate representative on the H-GAC General Assembly for 2022.

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

RESOLUTION NO. 21-R-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DESIGNATING ONE REPRESENTATIVE AND ONE ALTERNATE REPRESENTATIVE TO THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) GENERAL ASSEMBLY FOR 2022.

WHEREAS, H-GAC's Bylaws provide that each member City with a population not in excess of 99,999 as of the last (2010) Federal Census is entitled to designate one (1) representative and one (1) alternate to the 2022 H-GAC General Assembly; and

WHEREAS, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2022 H-GAC General Assembly;

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

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

Section 2. That City Council member ________________________________ is hereby designated as City of Alvin's Representative for the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2022.

Section 3. That the Official Alternate authorized to serve as the voting representative should the above-named representative become ineligible, or resign, is City Council member ________________________________.

Section 4. That the Executive Director of the Houston-Galveston Area Council be notified of the designation of the above-named representative and alternate.

Section 5. That this Resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 6. Open Meetings. 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 21st day of October 2021.

CITY OF ALVIN, TEXAS

____
Paul A. Horn, Mayor

ATTEST

____
Dixie Roberts, City Secretary

Houston-Galveston Area Council

HOUSTON – GALVESTON AREA COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

To: Mayors – Home Rule Cities
Subject: 2022 General Assembly Designations
From: Chuck Wemple
Date: September 1, 2021

As we approach 2022, the Houston-Galveston Area Council will be entering its 56th year of public service. We continue to explore new opportunities to better serve our members through ever evolving programs and innovative services. The General Assembly and Board of Directors are vitally instrumental in the agency's course of action during these unprecedented times. As Mayor, you have the opportunity to play a unique role in our future by designating the City Councilmembers that will represent your city at the annual gathering of our General Assembly.

I've attached a form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by email to laura.parker@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of November 8, 2021. At that meeting, your 2021 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and we will look ahead to issues and progress in 2022.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form **by October 29.**

If more information concerning General Assembly membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598. Thank you again for your city's continuing participation and support for the Houston-Galveston Area Council.

Sincerely,

Chuck Wemple

CW/cj

Attachment
cc: City Secretary