

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

ALVIN CITY COUNCIL AGENDA

JULY 7, 2022

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, JULY 7, 2022**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. Consider approval of the June 16, 2022, City Council meeting minutes.
- B. Consider approval of the June 22, 2022, City Council Workshop meeting minutes.
- C. Consider a final plat of Watermark Section 2B (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 32.558 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159 and the I. & G.N.R.R. Co. Survey, Abstract 400, City of Alvin, Brazoria County, Texas.
- D. Consider a master preliminary plat of Bayou Point Patio Home Subdivision (located along the west side of Bypass 35, between House Street and South Street), a subdivision of 31.852 acres located in B.B.B. & C. Railroad Company Survey, A-159, Brazoria County, Texas.
- E. Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of fifty (50) Self-Contained Breathing Apparatus (SCBA) air packs and accessories from Casco Industries, Inc. through the sole-source purchasing method in an amount not to exceed \$540,972.

- F. Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of an Agenda Management Software (CivicClerk) from CivicPlus in an amount not to exceed \$15,403.
- G. Consider Resolution 22-R-17, accepting the donation of a freight train caboose for the intended placement on BNSF Property currently leased by the City of Alvin, otherwise known as “The Ugly Corner” (property location is in the downtown area, adjacent to 222 West Willis).
- H. Consider a Memorandum of Understanding with Alvin Independent School District (Purchasing Department) for the temporary use of the old EMS Building (ambulance bays) located at 709 East House Street; and authorize the Mayor to sign.
- I. Consider Ordinance 22-LL, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation rental fees for the use of the Alvin Senior Center and Athletic Facilities; providing for an effective date; and setting forth other provisions related thereto.

5. OTHER BUSINESS

- A. Consider Ordinance 22-MM, authorizing the issuance of \$25,570,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2022; 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 Resolution 22-R-18, authorizing the power of eminent domain to acquire an easement interest in certain property for a sanitary sewer easement; being a 0.8706-acre tract (whole property) for a 0.039-acre proposed permanent easement, for the construction and maintenance of a permanent sanitary sewer easement on certain real property described herein; authorizing the City Attorney, or her designee, and other city officials to take such actions as are necessary to acquire said property, located within the city, by donation, purchase, or by the exercise of the power of eminent domain; and for other matters related thereto.
- C. Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2022-2023 (FY23), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY23 Annual Budget for the regular City Council meeting scheduled for Thursday, August 18, 2022, at 7:00 p.m.
- D. Discuss and consider logo and rebranding designs submitted.
- E. 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.

6. REPORTS FROM CITY MANAGER

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

7. 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.

8. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, **on THURSDAY JUNE 30, 2022, at 5:45 P.M.**



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

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 17, 2022**

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, John Burkey, Ashley Davis, Santos Garza, and Scott Loy. Also present were staff members Michael Medwedeff, Assistant City Engineer; Shana Church, Executive Secretary. Abrin Brooks and Dale Jones 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 April 19, 2022.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of April 19, 2022. Seconded by John Burkey, the motion carried on a vote of 4 ayes and 0 nays.

4. Consider a final plat of B & B Subdivision, a plat of 11.24 acres, being part of Lots 1 and 2 of the subdivision of the east or northeast 160 acres of the M. V. O'Donnell Survey, Section 8, Abstract 489, Brazoria County, Texas, according to the plat recorded in Volume 19, Page 34, map records, Brazoria County, Texas. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval. Seconded by Member Loy, the motion carried on a vote of 4 ayes, 0 nays.

5. Consider a final plat of Kristyn Lake, a plat of 5.01 acres, being a replat of Lot 2 of Averys Grace Subdivision, according to the plat as recorded in document number 2022000828, official records of real property, Brazoria County, Texas, situated in the Francis Moore Survey, Abstract 100, Brazoria County, Texas, located in the City of Alvin, Texas, ETJ. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Burkey motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 4 ayes, 0 nays.

6. Consider a final plat of Rose's Addition 2, being a re-plat of Lot 1 of Roses Addition as recorded in document number 2011027643, official records of real property, Brazoria County, Texas, and reserve A of National Oak Parking Addition, as recorded in document number 2013014073, official records of real property, Brazoria County, Texas. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Burkey, the motion carried on a vote of 4 ayes, 0 nays.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

7. Consider a final plat of Martha's Vineyard Retail Center, a subdivision of 4.0900 acre tract of land being out of a 8.1595 acre tract recorded in Brazoria County clerk's file number 2021055011, being out of Lot 1-A out of the subdivision of the H.T. & B.R.R. Co. Survey No. 21, Abstract 230 of the Brazoria County deed records and also out of a 34.9314 acre tract recorded in Brazoria County clerk's file number 2018032132, being out of a 103.209 acre tract being part of Lots 1, 2, 6 and 7 of the subdivision of Section 21 in the H.T. & B.R.R. Survey, Abstract No. 230, City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 4 ayes, 0 nays.

8. Consider a final plat of Watermark Section 2A, a subdivision of 12.468 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159, City of Alvin, Brazoria County, Texas. Pahola Lopez, with LJA Engineering, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Burkey, the motion carried on a vote of 4 ayes, 0 nays.

9. Consider a final plat of Alvin ISD Elementary Replacement Campus, a subdivision of 9.283 acres being a partial replat of Lots 20 and 21 and the north one foot of Lot 22, map of Section 18 of the H & W Survey, Vol. 32, Pg. 2, B.C.D.R., out of the H & W Survey, Abstract No. 420, City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Burkey motioned to recommend for approval. Seconded by Member Loy, the motion carried on a vote of 4 ayes, 0 nays.

10. Items of Community Interest – Commission Members.

Scott Loy mentioned the Fire Department Open House is on October 29th and National Night Out is on October 4th.

11. Staff report and update.

Michael Medwedeff mentioned the plat for Heritage South Townhomes has not been resubmitted. He also mentioned City Council will appoint a new Planning Commission member on Thursday, May 19th.

12. Adjournment.

Commission Member Garza motioned to adjourn the meeting, seconded by Member Loy. The motion carried on a vote of 4 ayes. The meeting ended at 6:32 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JUNE 16, 2022
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 Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Eric Garcia with Grace Christian Church gave the invocation. Council member Vela led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Retirement of Mike Farmer, Alvin Police Department, 42 years of Service presented by Robert E. Lee, Chief of Police.

Chief Lee presented Mike Farmer with a plaque in honor of his 42 years of Service to the City of Alvin and announced that a reception will be held in his honor on July 6th at the Alvin Senior Center from 12:00 p.m. – 2:00 p.m.

Proclamation – July 2022 as Parks and Recreation Month.

Mayor Horn proclaimed the month of July 2022 as Parks and Recreation Month and presented the proclamation to members of the Parks and Recreation Department team.

PUBLIC COMMENT

Eugene Bauer presented comments regarding the oversight of construction contractors by the City of Alvin

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the May 25, 2022, City Council Workshop meeting minutes.

Consider approval of the June 2, 2022, City Council meeting minutes.

Consider resignation from Senior Citizens Board member, Dorci Hill.

The City Secretary's office received email confirmation from Dorci Hill to resign from the Senior Board for her term ending on December 31, 2022. This agenda item is the formal acceptance of her resignation. Ms. Hill is moving

to Kemah, Texas, and will be outside of the Alvin area. City Council can appoint a new member at a future meeting to fill this vacancy.

Consider Resolution 22-R-13, supporting Texas Transportation Commission action toward the expedited construction of “Segment B” of SH 99 (Grand Parkway) through the City of Alvin in Brazoria County; and setting forth other related matters thereto.

The Texas Department of Transportation (TxDOT), under direction of the Texas Transportation Commission (TCC), continues to design and construct segments of State Highway 99 (Grand Parkway). The City of Alvin, along with County Commissioner Stacy Adams, County Judge Matt Sebesta, and with the additional leadership of State Representative Ed Thompson House District 29, have been meeting with TxDOT Officials for approximately seven years. Segment B is better described as running from Interstate 45 toward SH 35 and on to SH 288 near Rosharon through Galveston and Brazoria Counties. The purpose is to help advance the final design and construction of Segment B that will go through Brazoria and Galveston Counties. With the Texas Legislature starting their 87th Legislative Session in 2023, we are hopeful that a renewed push will be launched to gain legislative support to help expedite Segment B through the counties. Mayor Paul Horn plans to appear before the Texas Transportation Commission as done during the last legislative session to discuss this important matter and deliver a request on behalf of the City of Alvin. Mayor Horn has also reached out to surrounding jurisdictions requesting letters and/or resolutions to the (TCC) in support of expediting this project. Staff recommends approval of Resolution 22-R-13.

Consider the appointment of Belt Harris Pechacek, LLP as the City’s auditors for the Fiscal Year ending September 30, 2022; and authorize the City Manager to sign the Auditor’s Engagement Letter.

Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City’s independent auditors since FY09. BHP is proposing a base estimated fee of \$52,550 for the City’s FY22 financial statement audit; with an additional single audit one program base fee of \$9,335.*

Staff is requesting that City Council approve the engagement of BHP to provide auditing services for FY22. By engaging BHP for FY21, the City retains an audit firm that is extremely knowledgeable of the City’s accounting and internal controls.

BHP’s Prior Fiscal Year Engagement Fees

Base audit fee: \$44,850 + \$8,725 for single audit one program.

FY22 Base Audit Fees for Comparative Cities

Lake Jackson: \$54,500

Webster: \$48,875

Friendswood: \$43,866

La Porte: \$62,500

Deer Park: \$47,990

** A “single audit” is additional auditing procedures that are required if the City expends over \$750,000 of federal (grant) funds in a fiscal year. The City has met this threshold for FY22 so this single audit fee will be included.*

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

OTHER BUSINESS

Consider Resolution 22-R-14, adopting the 2022 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

The Alvin Senior Center Rules and Regulations is a document which identifies the mission, participant eligibility, management, reservations, and overall operational guidelines related to the Alvin Senior Center. At the regular

meeting of the Senior Citizen Board on January 10, 2022, and May 16, 2022, the Board reviewed and unanimously recommended the revisions to the current Senior Center Rules and Regulations, originally adopted by Resolution 19-R-42 on November 21, 2019.

<i>Proposed Changes</i>	<i>Reason</i>
<i>Eliminate free 30 minutes before & after each rental</i>	<i>Consistent with other venue locations</i>
<i>Establish three (3) hour minimum rental time</i>	<i>Consistent with existing usage</i>
<i>Eliminate 501c3 non-profit designation</i>	<i>Allow for all variations of non-profit</i>
<i>Remove Alvin Garden Club, Are you OK, Bible Study, U.S. Coast Guard Auxiliary & Woodmen of the World from Section 5.B.</i>	<i>These groups no longer hold meetings at the Senior Center</i>
<i>Increase rental rates by \$10 per hour</i>	<i>Rental fees were last changed in 2016. The proposed new rate remains good value compared to other venues.</i>

Staff recommends approval of Resolution 22-R-14.

Dan Kelinske, Director of Parks and Recreation presented this item before Council with explanation.

Council member Castro moved to approve Resolution 22-R- 14, adopting the 2022 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 22-R-15, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use and provide recreational service(s) or to meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), the Parks and Recreation Board, and Parks Department staff. Changes to this policy were previously approved by City Council on September 20, 2018, by Resolution 18-R-34.

On June 6, 2022, a joint meeting was held between the Alvin Sport Associations, the Parks and Recreation Advisory Board, and Parks Department staff, to review and discuss proposed changes to the Athletic Facilities Policy. Parks and Recreation Board then unanimously approved changes to the Athletic Facilities Policy.

The proposed changes to the current Athletic Facilities Policy upon adoption of Resolution 22-R-15 include:

- More consistent and concise language throughout the policy*
- Requiring advanced schedule for field usage and prepayment of athletic field light usage*
 - o *Prepayment of light usage is reconciled monthly with overpayment being carried to next month in lieu of a refund, if requested.*
- Replace \$50 clean-up/damage fee with language allowing for equal to the cost of restoration*
- Remove Alvin Yellowjackets as an Alvin Sport Association member due to voluntary resignation*

Staff Recommends approval of Resolution 22-R-15.

Dan Kelinske, Director of Parks and Recreation presented this item before Council with explanation.

Council member Castro moved to approve Resolution 22-R-15, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Discuss construction waste on residential property developments, collection services contract, inspections, and enforcement. (Vela/Starkey).

This is a discussion item placed on the agenda at the request of City Council member Vela, seconded by City Council member Starkey at the May 19, 2022, meeting. This item was on the June 2, 2022, City Council agenda for discussion, but was postponed to this meeting due to Council member Vela's absence.

Council member Vela presented this item and explained the common complaints have been trash left at the construction site, which has been buried in grass or sand. Michelle Segovia, City Engineer, stated this is an ongoing issue, currently being addressed during inspections. She explained there is a balance between enforcement and productivity. They can be more stringent, for example, refuse to perform an inspection until things are cleaned up or deny permits, however it creates a delay in finishing work at each site. Discussion was had regarding allowing inspections department to determine what should be done on a case-by-case basis, how they document such things and how progress will be affected. Brandon Moody, Director of Public Services and Suzanne Hanneman, City Attorney, explained in more detail how due process works for citing a contractor or builder for not following The City's ordinances. Council member Vela suggested adding an administrative fee that helps recoup the cost of Code Enforcement having to monitor an on-going problem. Ms. Segovia explained in her experience she gets more compliance when she allows contractors to continue working but refusing to complete the inspection, which gives them an opportunity to comply without slowing down progress. She suggested she can direct her staff to be more stringent on these issues now that they are fully staffed. She did explain that it would help in the future to have a dedicated inspector for Residential Plan Reviews which are currently being performed by her staff. Discussion was had on possibly adding additional criteria to the MyGov software they use for inspections to include these specific issues.

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.

No items were requested.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting. Ms. Dixie Roberts announced items of community interest; and he reviewed the preliminary list for the July 7, 2022, 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.

No announcements were made.

EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

Section 551.072 of the Local Government Code: Deliberation regarding the purchase, exchange, lease, or value of real properties near 113 E. Sealy St.

Section 551.071(1)(A): Consultation with City Attorney regarding pending or contemplated litigation or settlement for condemnation proceedings associated with a utility project or with Lift Station 23 Expansion project.

Mayor Horn adjourned to Executive Session at 7:52 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to Open Session at 8:26 p.m. There was no action taken.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:26 p.m.

PASSED and **APPROVED** the 7th day of July 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP
WEDNESDAY JUNE 22, 2022
6:30 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 6:30 p.m. in the City Council Chambers Room at City Hall, with the following members present: Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Director of Parks and Recreation; Josh Dearing, Economic Development Coordinator; Ron Schmitz, Emergency Management Coordinator; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

DISCUSS THE PROPOSED 141.1 ACRE RESIDENTIAL DEVELOPMENT LOCATED ALONG FM2403 (TO INCLUDE 4511 FM 2403 AND SURROUNDING ACREAGE) BY COVE MATRIX DEVELOPMENT.

Kevin Cole with Cove Matrix Development presented this item before Council. Mr. Cole explained the reason for their attendance at this meeting was to make the City of Alvin aware they intend to annex their 141.1-acre development into MUD 81, the Watermark Development. They have completed the required studies. There will be an amendment to the Thoroughfare plan because of a utility line that will have to cross FM 2403. Council member Garivey asked if this development is in a flood plain, and Mr. Cole explained that it is in an AO designated area and that he is continuing to work with CNR#3, Conservation and Reclamation District # 3 to get that updated so it will not adversely affect residents' flood insurance policies and premiums. Council member Castro asked what kind of houses they are intending to build. Mr. Cole said they plan on 40-60 ft lots, brick/stone façade quality in the \$325,000 to \$375,000 range. Mayor Horn asked if annexing into MUD 81 will make D.R. Horton a partner in their development, Mr. Cole clarified they will be a lot buyers. Mayor Horn thanked him for all his work and cooperation with the City of Alvin. Mr. Cole gave kudos to staff in their easiness to work with.

DISCUSS PROPOSALS FOR THE DEVELOPMENT OF THE PROPERTY ADJACENT TO 222 WEST WILLIS STREET OTHERWISE KNOWN AS "THE UGLY CORNER" AND SURROUNDING PROPERTY ALONG WEST WILLIS STREET.

Dixie Roberts, Assistant City Manager/ City Secretary, opened this discussion item by presenting some general information on history and proposals for the "Ugly Corner." Ms. Roberts also explained the owner of Pat Co, Mr. Pizzitola, who also owns two of the lots in question on the Ugly Corner, plans to relocate his lumber yard to accommodate a restaurant and or parking and hopes to land swap with the City of Alvin. The lots he owns are on either side of the one owned by The City of Alvin and if those are swapped, he can make better use of the space. Keep Alvin Beautiful (KAB) was also represented at this meeting by Ron Mercer, Alice Sloan and Nelva Urick. Keep Alvin Beautiful proposed some landscaping and the construction of a gazebo, and a sign at the corner entering downtown and extending the pavers to that area. Mayor Horn presented a proposal including the donation of a freight train caboose. The Mayor has been in contact with Mr. Bill Boone who is willing to refurbish the caboose so it can be displayed on the Ugly Corner. This donation must be approved by Council at a later date in order for this to move forward. Discussion was had on how these proposals will possibly change the lease that is currently in place

with BNSF Railroad and what increased costs it could incur for the lease amount and required insurance for proposed structures. Brief discussion was also had on how and who would maintain these structures in the future. The possibility of purchasing the land from BNSF was also discussed and the possible financial benefits to the City compared to the cost of any possible changes to the lease with BNSF. During discussions it was expressed by members of City Council that they were not opposed to any of the proposed enhancements to the Ugly Corner presented during the workshop and they look forward to beautifying this area.

DISCUSS ECONOMIC DEVELOPMENT PRACTICES

Josh Dearing, the Economic Development Coordinator, presented this item to Council, tailored to the questions he has been asked by members of Council recently, mainly what the City's capability is to purchase land to motivate businesses to come to Alvin. Mr. Dearing explained the City's restrictions and obligation to purchase or lease land at fair market value. He also mentioned the Sales Tax Allocation and how the City would have to take the Tax Rate to the voters to determine how that money will be reallocated, in hopes of recapturing some part of that sales tax in order to become either type A or B incorporation. Mr. Dearing further explained that because the City of Alvin does not have 'Special Districts,' or Zoning, we cannot limit a business or builder as long as they are meeting all the permitting requirements. He went on to explain how Retail Recruitment, which is based on cell phone data analysis, helps to guide us on which businesses to approach. Those targeted businesses can be enticed to Alvin by showing them how much sales leakage they are losing to other cities. For example, the leakage report can tell Academy Stores how much money is walking out of Alvin. That retail trade area is constantly shifting based on what is being built around us. Council members expressed interest in seeing those reports, which Mr. Dearing will provide to them.

DISCUSS PROPOSALS FOR THE USE OF THE OLD EMS STATION (709 E. HOUSE ST.)

Council member Vaughn explained that he was approached by the VFW, and they are looking for a new building to either lease or purchase and wanted to know if the old EMS building would be available to them. They have sixty (60) plus members and are looking to extend their veteran care services and are in need of more space in order to accommodate said goals. Council member Vela asked if there were still plans for Parks and Recreation to utilize the building. Dan Kelinske, Director of Parks and Recreation provided City Council with details on how the Parks and Recreation Board has discussed tearing the building down, extending Prairie Dog Park and possibly installing a splash pad. Mr. Kelinske introduced Mickie Dietrich, Director of Purchasing for AISD, and she explained how she is in need of a short-term lease to store technology items that will be auctioned off during the summer months and she expressed interest in using the bays of the old EMS building for that purpose. City Council asked questions of Ms. Dietrich and expressed their interest in partnering with AISD to allow them use of the building, which City Council would have to authorize under a Memorandum of Understanding at a future meeting. Mr. Roland, City Manager, invited Ron Schmitz, EMS Director/Emergency Management Coordinator to speak regarding the condition of the building and how that might affect the potential use by any party interested. Mr. Schmitz elaborated on some of the issues had with the building.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:01 p.m.

PASSED and APPROVED the 7th day of July 2022.

Paul A. Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 17, 2022**

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, John Burkey, Ashley Davis, Santos Garza, and Scott Loy. Also present were staff members Michael Medwedeff, Assistant City Engineer; Shana Church, Executive Secretary. Abrin Brooks and Dale Jones 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 April 19, 2022.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of April 19, 2022. Seconded by John Burkey, the motion carried on a vote of 4 ayes and 0 nays.

4. Consider a final plat of B & B Subdivision, a plat of 11.24 acres, being part of Lots 1 and 2 of the subdivision of the east or northeast 160 acres of the M. V. O'Donnell Survey, Section 8, Abstract 489, Brazoria County, Texas, according to the plat recorded in Volume 19, Page 34, map records, Brazoria County, Texas. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval. Seconded by Member Loy, the motion carried on a vote of 4 ayes, 0 nays.

5. Consider a final plat of Kristyn Lake, a plat of 5.01 acres, being a replat of Lot 2 of Averys Grace Subdivision, according to the plat as recorded in document number 2022000828, official records of real property, Brazoria County, Texas, situated in the Francis Moore Survey, Abstract 100, Brazoria County, Texas, located in the City of Alvin, Texas, ETJ. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Burkey motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 4 ayes, 0 nays.

6. Consider a final plat of Rose's Addition 2, being a re-plat of Lot 1 of Roses Addition as recorded in document number 2011027643, official records of real property, Brazoria County, Texas, and reserve A of National Oak Parking Addition, as recorded in document number 2013014073, official records of real property, Brazoria County, Texas. Chad Gormly, with Gormly Surveying, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Burkey, the motion carried on a vote of 4 ayes, 0 nays.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

7. Consider a final plat of Martha's Vineyard Retail Center, a subdivision of 4.0900 acre tract of land being out of a 8.1595 acre tract recorded in Brazoria County clerk's file number 2021055011, being out of Lot 1-A out of the subdivision of the H.T. & B.R.R. Co. Survey No. 21, Abstract 230 of the Brazoria County deed records and also out of a 34.9314 acre tract recorded in Brazoria County clerk's file number 2018032132, being out of a 103.209 acre tract being part of Lots 1, 2, 6 and 7 of the subdivision of Section 21 in the H.T. & B.R.R. Survey, Abstract No. 230, City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 4 ayes, 0 nays.

8. Consider a final plat of Watermark Section 2A, a subdivision of 12.468 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159, City of Alvin, Brazoria County, Texas. Pahola Lopez, with LJA Engineering, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Burkey, the motion carried on a vote of 4 ayes, 0 nays.

9. Consider a final plat of Alvin ISD Elementary Replacement Campus, a subdivision of 9.283 acres being a partial replat of Lots 20 and 21 and the north one foot of Lot 22, map of Section 18 of the H & W Survey, Vol. 32, Pg. 2, B.C.D.R., out of the H & W Survey, Abstract No. 420, City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Burkey motioned to recommend for approval. Seconded by Member Loy, the motion carried on a vote of 4 ayes, 0 nays.

10. Items of Community Interest – Commission Members.

Scott Loy mentioned the Fire Department Open House is on October 29th and National Night Out is on October 4th.

11. Staff report and update.

Michael Medwedeff mentioned the plat for Heritage South Townhomes has not been resubmitted. He also mentioned City Council will appoint a new Planning Commission member on Thursday, May 19th.

12. Adjournment.

Commission Member Garza motioned to adjourn the meeting, seconded by Member Loy. The motion carried on a vote of 4 ayes. The meeting ended at 6:32 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Watermark Section 2B (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 32.558 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159 and the I. & G.N.R.R. Co. Survey, Abstract 400, City of Alvin, Brazoria County, Texas.

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

Summary: On May 23, 2022, the Engineering Department received the final plat of Watermark Section 2B for review. The property is located along the east side of Bypass 35 between House Street and South Street. This final plat consists of 40 single-family residential lots, 9 reserves, and 3 block, and complies with the City of Alvin's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 21, 2022.

The master preliminary plat of Watermark was approved by City Council on October 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:** 6/29/2022 SLH

Supporting documents attached:

- [Click Here](#) to view the Final Plat of Watermark Section 2B

Recommendation: Move to approve a final plat of Watermark Section 2B (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 32.558 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159 and the I. & G.N.R.R. Co. Survey, Abstract 400, City of Alvin, Brazoria County, Texas.

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

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



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Bayou Point Patio Home Subdivision (located along the west side of Bypass 35, between House Street and South Street), a subdivision of 31.852 acres located in B.B.B. & C. Railroad Company Survey, A-159, Brazoria County, Texas.

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

Summary: On April 25, 2022, the Engineering Department received the master preliminary plat of Bayou Point Patio Home Subdivision for review. The property is located along the west side of Bypass 35 between House Street and South Street. This master preliminary plat consists of 122 single-family patio home lots, 12 reserves, and 6 blocks, and complies with the City of Alvin's Patio Home Ordinance (prior to the 3/17/2022 ordinance amendments).

The City Planning Commission unanimously approved the plat at their meeting on June 21, 2022.

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:** 6/29/2022 SLH

Supporting documents attached:

- [Click Here](#) to view the Master Preliminary Plat of Bayou Point Patio Home Subdivision

Recommendation: Move to approve a master preliminary plat of Bayou Point Patio Home Subdivision (located along the west side of Bypass 35, between House Street and South Street), a subdivision of 31.852 acres located in B.B.B. & C. Railroad Company Survey, A-159, 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: 7/7/2022

Department: Fire

Contact: Rex W. Klesel, Fire Chief

Agenda Item: Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of fifty (50) Self-Contained Breathing Apparatus (SCBA) air packs and accessories from Casco Industries, Inc. through the sole-source purchasing method in an amount not to exceed \$540,972.

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

Summary: The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million.

Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of SCBA air packs and accessories were identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval.

The Fire Department is requesting to purchase fifty (50) Self Contained Breathing Apparatus (SCBA) air packs using American Rescue Plan Act (ARPA) funds and procure the equipment and services from the provider through the sole-source purchasing method.

The Fire Department solicited vendors to submit specifications and price quotes and provided service information to a committee of Alvin Volunteer Fire Department firefighters. The committee recommended the MSA air packs and accessories manufactured by MSA Safety Incorporated and distributed by Casco Industries, Inc. As the sole authorized distributor for MSA self-contained breathing apparatus and accessories for the municipal fire service in the State of Texas, Casco Industries, Inc. provides sales, training, and services for MSA products. Estimated delivery time of the air packs is 45 – 60 days from issuance of purchase order.

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

Funding Account: _____ **Amount:** \$540,972 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/30/2022 SLH

Supporting documents attached:

- Vendor Quote
- Specifications
- MSA Confirmation Letter

Recommendation: Move to authorize purchase of fifty (50) self-contained breathing apparatus (SCBA) air packs and accessories from Casco Industries, Inc. through the sole-source method of purchasing in an amount not to exceed \$540,972.

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

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



HEADQUARTERS: 607 WEST 62ND STREET, SHREVEPORT, LA 71148-8007

SERVING SOUTH TEXAS

SOLD TO: Alvin Volunteer Fire Department

SHIP TO: Alvin Volunteer Fire Department

ATTN:	ATTN: Matthew Graves
PHONE:	PHONE:
EMAIL:	EMAIL: one-wish@comcast.net

ATTN: Matthew Glaves
PHONE:
EMAIL: one-wish@comcast.net

CREDIT CARD:			DIST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE						169	G1 Packs
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#				30	ALLOW	6/30/2022	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
			\$ -			\$ -	\$ -
1		MSA-A-G1FS-444MA2COLER, G1 With Adjustable Swiveling Lumbar Pad & TIC	\$ -	50		\$ 6,858.00	\$ 342,900.00
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
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2		MSA-10175708, CYL VLV QC G1 RC 4500 PSIG 66CF LP 45 Min	\$ -	107		\$ 1,116.00	\$ 119,412.00
3		MSA-10156459, Facepiece, G1, FS, MD, MD NC, 4PT C-HARN	\$ -	119		\$ 350.00	\$ 41,650.00
4		CASCO-FIT-TESTING, Fit Testing Free For First Order	\$ -			\$ -	\$ -
5		MSA-10158385, KIT, CHARGING STATION, G1	\$ -	4		\$ 749.00	\$ 2,996.00
6		MSA-10161130, Rescueaire II, HP, 4500, 60-Min	\$ -	2		\$ 6,060.00	\$ 12,120.00
7		TrueNorth-RBL303, L-3 Lite Speed Rit Bag Red In Color	\$ -	2		\$ 299.00	\$ 598.00
8		MSA-10162403, Adapter Assy, QC to 1/4 NPT F, 5000 psig	\$ -	12		\$ 490.00	\$ 5,880.00
9		MSA-10148741-SP, Battery Pack G1 Rechargeable	\$ -	34		\$ 395.00	\$ 13,430.00
10		MSA-10158407, G1 Tag Reader/Writer	\$ -	1		\$ 746.00	\$ 746.00
11		MSA-10083875, G1 RFID ID Tags	\$ -	10		\$ 46.00	\$ 460.00
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
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			\$ -			\$ -	\$ -
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ADDITIONAL COMMENTS BELOW			DIST TOTAL: \$ 540,972.00			SUBTOTAL	\$ 540,192.00
					ALLOW	TAX	
						FREIGHT	\$ 780.00
						TOTAL	\$ 540,972.00



SCBA Product Specification

I. Approvals:

1. Apparatus shall be approved by the National Institute for Occupational Safety and Health (NIOSH), under 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN) with 45-minute-rated service life and compliant with all requirements of the National Fire Protection Association's 2018 Edition of NFPA-1981 Standard on Open-Circuit Self-Contained Breathing Apparatus.
2. Units equipped with integrated PASS device must meet requirements of NFPA 1982, 2018 edition.

II. Specific Requirements:

Facepiece

1. Facepiece shall have removable inhalation check valve to prevent exhaled air from entering and contaminating regulator (demand valve).
2. Facepiece shall have open port to provide miniscule breathing resistance when regulator is not attached.
3. Facepiece shall not contain electronic components.
4. Facepiece shall provide means to display to user with visual indicators for HUD.
5. Facepiece shall have icon for HUD system status indicators.
6. Facepiece shall have regulator attachment that does not bear any weight on lens.
7. Facepiece shall have effective field of view of 86% and overlapping field of view of 122% without attached component.
8. Facepiece shall be available in three sizes in Hycar Rubber (small, medium, large).
9. Facepiece shall have nose cup comprised of silicone rubber and available in three sizes (small, medium, large).
10. Facepiece shall have a flame/heat resistant Kevlar head harness with 4-pt. headstraps.
11. Facepiece shall have universal lens that can be used with all three facepiece sizes, shall be comprised of non-shatter type material and shall be field-replaceable.
12. Lens shall be hard-coated on outside and anti-fog coated on inside.
13. Facepiece shall have optional flame/heat-resistant fabric or rubber neck strap to carry facepiece in ready position for quick donning.
14. Facepiece shall have removable speaking diaphragm with aluminum-coated membrane, suitably protected and located centrally on facepiece for optimal voice projection.
15. Facepiece shall have exhalation valve that is to be serviceable without special tools.
16. Facepiece shall be capable of water submersion for cleaning and disinfection.
17. Facepiece provides an RFID chip for asset and maintenance tracking.

Mask-Mounted Regulator (Demand Valve): Push-to-Connect

1. When doffing regulator, regulator disengagement shall simultaneously stop air flow and release regulator.
2. Regulator shall house electronic module that functions as microphone and HUD system.
3. Regulator shall be equipped with variable flow bypass.

4. Regulator shall not have exposed wiring in order to prevent snags and increase product durability.
5. Regulator shall have two cover options: hard cover or purge cover.
6. Regulator shall have fewer than 35 parts that are easily replaceable without special tools.
7. Regulator shall have a continuous hose from pressure reducer to regulator.
8. Regulator must be equipped with positive protection Tetraplex Shield membrane that covers diaphragm, preventing permeation of CBRN agents.
9. Regulator shall have an RFID chip for asset and maintenance tracking.

Heads-Up Display (HUD)

1. Heads-Up Display (UD) System shall be integrated within regulator, eliminating snag hazards and increase product durability.
2. HUD shall be powered from central power system.
3. HUD System shall eliminate cross-talk among firefighters.
4. HUD System shall be immune to radio frequency interference (RFI) and must function properly in close proximity to fire service hand-held radios.
5. HUD System shall separate pressure indicators from status indicators:
 - o Left: status indicators.
 - o Right: pressure indicators.
6. HUD system shall provide user with remaining cylinder air volume, available in four increments through series of four colored LEDs:
 - o Four green lights 76 to 100% cylinder volume
 - o Three green lights 51 to 75% cylinder volume
 - o Two flashing amber lights 36 to 50% cylinder volume
 - o One flashing red light 0 to 35% cylinder volume
7. HUD status indicators shall be icon-based and display battery life warning, PASS alarms, EVACUATE indicator, and secondary alarm indicator.
8. HUD shall incorporate photoelectric sensor that senses ambient light conditions, automatically adjusting display to one of multiple pre-programmed light intensities.
9. Buddy lights shall be visible from outside of firefighter's facepiece.
10. HUD system shall allow user to select from four modes of operation:
 - 1) Continuous pressure mode that shall always have pressure LEDs on.
 - 2) Intermittent pressure mode that shall turn on first three increments when reached for 20 seconds.
 - 3) Oscillating pressure mode that shall brighten and dim LEDs every 20 seconds.
 - 4) Mixed pressure mode that shall turn on first two increments when reached for 20 seconds and last two increments are in continuous mode.
11. HUD shall be field-removable and replaceable without use of special tools.

Universal Air Connection (UAC)

1. System shall be capable of:
 - 1) Refill within immediately dangerous to life or health (IDLH) atmospheres.
 - 2) Transfiling between two SCBA wearers (connection allows for donation and receipt of air), providing emergency breathing system (EBS) while maintaining NIOSH approvals.
 - 3) Quickly refilling (approximately one-minute duration) SCBA cylinder from mobile compressor, cascade system or RIT pack.
 - 4) Extending wearer's air supply over longer duration when remote cascade system or other compressed gas source is located within remote area.
2. Primary UAC shall be illuminated when supply pressure reaches Low Pressure Warning Alarm or can be configured to optional medium pressure warning alarm.

Pressure Reducer (First-Stage Regulator) with Primary Low Pressure Warning Device

1. Pressure reducer shall incorporate downstream valve to ensure fail-safe design when in open position.
2. Pressure reducer shall incorporate bell alarm mechanism.

3. Bell alarm mechanism shall be an air-actuated, continuously ringing audible warning alarm, automatically operating when supply cylinder air pressure reaches approximately 35% of rated service life.
4. Bell alarm mechanism shall cover multiple levels of frequencies to cover all hearing levels.
5. Bell alarm mechanism shall be user-accessible while wearing SCBA.
6. Pressure reducer reduces cylinder pressure to outlet pressure not to exceed 115 psi; outlet pressure must be adjustable.
7. Pressure reducer shall have flow capacity of 700 liters per minute at full pressure.
8. Pressure reducer shall have a quick connect cylinder connection type.
9. Quick-connect connection shall not be removable from cylinder while under pressure.
10. Pressure reducer shall have a remote style connection
Pressure reducer shall be capable of converting from threaded to quick-connect or vice versa.
11. Pressure reducer body shall be constructed of high-strength aluminum alloy and anodized with Teflon hard coat to minimize corrosion and wear of internal and external components.
12. Pressure reducer shall be sealed system that does not allow moisture to enter valve components.
13. Pressure reducer shall have no more than 42 individual regulator replacement parts.
14. Pressure reducer shall not require special tools for disassembly.
15. Pressure reducer shall have two accessory ports, one medium pressure and one high pressure.

PASS Device

1. PASS device shall consist of a power, control and battery module.
2. Power module shall provide power to all electronic SCBA components from battery module and act as central power system.
3. Power module shall act as central command center, distributing all information and data among electronic components.
4. PASS device shall designed for battery level check and removal of batteries while SCBA remains in jump seat.
5. Power module shall be capable of illuminating UAC fitting when supply cylinder reaches 35% of rated service time.
6. Control module shall have analog and digital display for added redundancy. Analog gauge must be positioned above digital display as viewed by user.
7. Control module shall be equipped with full color graphical display. Display shall be reprogrammable and capable of future integrations. Display's background color coordinates with HUD pressure status.
8. Control module shall automatically provide information to user when placed in upright position. Device can be manually activated by pressuring reset button.
9. PASS device shall use single line to connect power and control module.
10. Control module shall have two reset buttons that perform same function no matter which button is pressed.
11. Control module shall have alarm button to activate full alarm and is to be illuminated.
12. PASS device shall be capable of being reprogrammed to fire department standard operating procedures (SOP). Using PC software program, configuration tag can be created and tagged on each device needed. Reprogramming options are as follows:
 - 1) Medium pressure alarm.
 - 2) Pressure drop alarm.
 - 3) Primary temperature alarm.
 - 4) Secondary temperature alarm.
 - 5) Audible low pressure alarm
13. PASS device shall be equipped with buddy lights on firefighter's front and back and viewable from 360° view; two buddy lights on front of user and four buddy lights in back of user.
14. PASS device shall have colored buddy lights: green (pressure above 50% and no alarms), yellow (pressure between 36 and 50%) or red (below 36% or alarms are active).
15. Power module shall be equipped with dual sound emitters; sound emitters shall perform at minimum 100 dBA in room temperature.

16. PASS device shall be capable of storing up to 25 hours of use information in event log form that are generated each time SCBA is pressurized. Event logs must indicate on/off cycles, alarms, alarm reset, and tagging events.
17. PASS device shall be capable of storing periodic logs. Periodic logs must indicate cylinder pressure for each SCBA pressurization stored at 15-second intervals.
18. PASS device's event and periodic logs shall provide ability to download to personal computer for maintenance records or for use in incident investigations.
19. PASS device shall be immune to radio frequency interference (RFI) and must function properly in close proximity of fire service hand-held radios.
20. PASS device shall have optional time-remaining display. Time remaining function must update calculations every 30 seconds based upon user's previous three minutes of air consumption. Initial calculation will appear after three minutes. Calculations can be made to zero pressure, low pressure alarm or medium pressure alarm.
21. PASS device shall employ gasket perimeter seal to provide highest protection level against water ingress, while providing ability to upgrade or repair electronics.
22. PASS device shall be capable of electronically storing user's name into memory via ID tag.
23. Control module shall have service mode that provides ability to see number of hours used, connect to PC and firmware versions.
24. Control module shall incorporate rubber boot for added protection and is to be replaceable.
25. Power and Control Modules shall have have an RFID chip for asset and maintenance tracking.

PASS Device Integrated Thermal Imaging Camera

1. The SCBA thermal imager shall be capable of sensing, imaging, and displaying infrared (thermal) radiation in the 7.5 to 14 micron spectral wavelength(s).
2. The SCBA thermal imager shall be integrated directly into the control module of the SCBA.
3. The SCBA thermal imager shall have a viewing area consisting of no less than 38,720 imaging pixels.
4. The SCBA thermal imager shall be equipped with a germanium lens protecting the thermal imaging optical sensor.
5. The SCBA thermal imager, when incorporated into the control module, shall add no more than 4.2oz to the weight of a standard (non thermal imaging enabled) control module.
6. The SCBA thermal imager shall use the SCBAs integrated power source.
7. The SCBA thermal imager shall be compatible with any G1 SCBA.
8. The SCBA thermal imager shall be warranted by the manufacturer to be free of defects for a period of 5 years from the date of purchase by the end user.
9. The SCBA thermal imager shall have the ability to be warranted by the manufacturer to be free of defects for a period of 15 years from the date of delivery via an extended warranty that may be purchased within 6 months of the date of purchase of the SCBA thermal imager by the end user.
10. The SCBA thermal imager shall have the ability to turn on automatically when the SCBA cylinder is opened.
11. The SCBA thermal imager will turn off automatically when the SCBA is powered off.
12. The SCBA thermal imager shall have the ability to store up to 5 color palettes.
13. The SCBA thermal imager shall use no more than 1 button to cycle through color palettes or to switch between TIC and non-TIC mode.
14. The SCBA thermal imager shall have a refresh rate of no less than 30Hz.

Speaker Module

1. Speaker module shall provide amplified speech that removes inhalation breath noise.
2. Speaker module shall provide at minimum, 70 dBA output.
3. Speaker module shall turn on and off with PASS device.
4. Speaker module shall be powered by central power system.
5. Speaker module shall be positioned on chest and attached to shoulder straps.
6. Speaker module shall be capable of being mounted on either shoulder.
7. Speaker module shall easily be attached and removed without special tools.
8. Speaker module shall have light to indicate that device is powered on.
9. Speaker module shall have on/off button to allow user to manually power off as needed.

Carrier and Harness

1. Shoulder harness shall have separate left and right pads for easier and less costly replacement.
2. Shoulder harness shall have retro-reflective markings for better visibility within low light conditions.
3. Shoulder harness shall have localized frictions pads on shoulders to prevent slippage.
4. Shoulder harness shall have a serviceable tunnel design with 4 snaps to open and close.
5. Shoulder harness shall have improved color stability up to 600 degrees Fahrenheit.
6. Shoulder harness shall be capable of washing 40 times before color fastness fades.
7. Shoulder harness shall have a chest strap.
8. Harness design shall have Kevlar webbing.
9. Shoulder harness shall have accessory attachment point available for facepiece or pouch and can be moved from left to right shoulder strap or vice versa.
10. Shoulder harness shall differentiate pad inside from pad outside by color; pad inside is grey and outside is black.
 - 1) Waist pad shall be an adjustable swiveling design – standard pad attached to metal bracket that has three positions and automatically centers.
11. Adjustable swiveling waist pad shall be one-handed operation and can be performed while on user's back.
12. Backplate shall have two side handles and one top handle that are accessible with gloved hand.
13. Backplate side handles shall be capable of 500 lbs. of force.
14. Backplate top handle shall be capable of 1000 lbs. of force.
15. Backplate cylinder band shall be metal.
16. Waist pad shall be of rigid construction to allow for easy donning and support.
17. Waist straps shall be double-pull forward design.
18. Harness design shall have regulator keeper for storage that can be attached to waist strap or chest strap.
19. Regulator keeper shall allow regulator to be connected at any angle.

Upgradeability

1. The scba must have Bluetooth built into the scba as a standard feature.
2. Must be able to receive updates to the firmware via Bluetooth connection
3. The control module must have a Bluetooth icon visible to display connection status
4. Must be able to upgrade firmware or adjust scba configurations via Bluetooth simply and easily by a member of the fire department and not require a factory technician.

Power Source

1. All components of the SCBA must be powered from a single power source.
2. The power source must a lithium ion battery pack.
3. A rechargeable lithium ion battery pack option must weigh not more than 1 lb.
4. The rechargeable battery must recharge from a full discharge in less than 7 hours
5. A charging station for the rechargeable batteries must accommodate no less than 6 batteries charging at one time.
6. The charging station must be a smart charger which will rapid charge, analyze condition and switch to trickle charge mode when charge is complete.
7. The charging station must have charging indication lights

Cylinders

1. Cylinders will have a 4500 psig operating pressure must be rated at a 45 minute duration.
2. Cylinders for the RIT setup will have a 4500 psig operating pressure and will be rated at a 60 minute duration.
 1. Cylinder shall be constructed of deep-drawn, seamless aluminum liner that is fully wound over entire surface (except for thick neck area) with high-strength carbon fiber filaments impregnated with epoxy resin.
 2. Cylinder shall contain cylinder valve that shall incorporate pressure gauge to indicate cylinder pressure at all times. Pressure gauge face shall be luminescent. Hand wheel shall be placed at 90° angle from cylinder axis.

3. Cylinder valve shall be a remote connection design.
4. Cylinder valve shall incorporate flow control insert to limit air flow over hand wheel's first half-rotation, minimizing propulsion thrust in event that cylinder is mishandled.
5. Cylinder valve shall incorporate CGA thread that can be converted to quick connect cylinder without special tools.
6. Cylinder shall have bracket and boot that can be user-installed and provide positioning and added security of cylinder to backplate.

Identification Tags & Tag Writer

1. The Identification (ID) Tags shall be capable of storing 30 characters of information.
2. The stored information shall be transferred from the ID Tag to the Integrated PASS / Telemetry Device through RFID.
3. The ID Tag with Team / Truck name will enable the Telemetry Software to group firefighters automatically. The ID Tag shall be equipped with a mechanism for attachment to a secondary accountability board.
4. The tag writer shall work in conjunction with software to write information to the ID Tags

Quick Connect Adapter for Fill Stations

1. A quick connect adapter to attach to the quick connect fitting on the cylinder will be provided.
2. The adapter will attach to the fill stations so that the cylinders can be filled without removal of the cylinder quick connect attachment

RescuAire II System

1. The RIT set up will have the following
 - a. 36" Quick-Fill system EBS connection
 - b. ExtendAire system EBS connection
 - c. 1st stage pressure reducer
 - d. 2nd stage regulator
 - e. Carrying harness with adjustable shoulder strap
 - f. Low pressure warning device consisting of a bell system only
 - g. True NorthRBL303 L-3 Lite Speed RIT Bag, red in color

Warranty

1. The scba manufacturer shall warrant the scba to be free from defects in materials and/or faulty workmanship for a period of fifteen (15) years from the date of sale by the manufacturer.
1. G1 SCBA Thermal Imaging Camera (which consists of the camera core and germanium lens) sold as part of a G1 SCBA is warranted for five (5) years from the date of sale by the manufacturer.
2. The warranty applies to all components of the scba including all accessories and optional equipment purchased and supplied at the time of the original sale of the scba.
3. The company's obligation under the warranty is limited to repair or replacement, at the manufacturer's option, of the scba or components shown to be defective in either workmanship or materials.
4. The bid must include a copy of the manufacturer's warranty and any additional warranty statements or clarifications.

Asset and Maintenance Tracking Software/App

1. The software should be able to work on both a desktop/laptop computer as well as a mobile device.
2. The program must have the ability to track and report on assets including but not limited to the SCBA, facepiece, cylinders and parts.
3. The program will report on and track maintenance, including but not limited to work orders, cylinders fills and which fill station was used, cylinder hydrostatic testing, SCBA flow tests.
4. It shall also have the capability to track and report fit tests as well as purchase orders

5. It must have the ability to alert the user on any upcoming fit tests as well as cylinder hydrostatic testing.
6. The information must be stored in a manner that is updated seamlessly and instantly across all devices.



May 24, 2022

Alvin Volunteer Fire Department

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

Thank you, Alvin Fire Department for your interest in the MSA product line.

This letter confirms that Casco Industries Inc is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market in the State of Texas.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire". The signature is written in a cursive, flowing style.

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: City Secretary

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of Agenda Management Software (CivicClerk) in an amount not to exceed \$15,403.

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

Summary: The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million.

Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of an agenda management software was identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval.

This software is used to streamline the agenda management process. There is a great deal of behind the scenes work that goes into the preparation and production of an agenda/packet. This will help improve staff efficiency by providing an approval workflow system with the ability to publish agendas/packets directly to the city website and disperse automatically to a created distribution list.

Quotes were received from two other vendors as required.

Staff recommends approval of this expenditure.

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

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

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 6/30/2022 SLH

Supporting documents attached:

- Statement of Work (quote)

Recommendation: Move to authorize the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of Agenda Management Software (CivicClerk) in an amount not to exceed \$15,403.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-22924-1

Date:

2/28/2022 12:17 PM

Expires On:

7/31/2022

Product:

CivicClerk

Client:

Alvin TX - CivicClerk

Bill To:

Alvin TX - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	785-222-4874	jacen.clapp@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to 6 of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time
Total Investment - Year 1		USD 10,825.00	
Annual Recurring Services - Year 2		USD 4,578.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

V. PD 06.01.2015-0048

Page 1 of 4

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Administration

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 22-R-17, accepting the donation of a freight train caboose for the intended placement on BNSF Property currently leased by the City of Alvin, otherwise known as “The Ugly Corner” (property location is in the downtown area adjacent to 222 West Willis).

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

Summary: Chapter 2, Administration, of the Alvin Code of Ordinances requires that a gift or donation of property or money with value of five thousand dollars (\$5,000) or greater given to the City shall be accepted by Resolution.

Megan Maloney, President of Iso-Tex Diagnostics, Inc., is donating an older freight train caboose to the City of Alvin. The intent is to restore the caboose and then have it placed on BNSF Property leased by the City, otherwise known as the “Ugly Corner.”

At the City Council workshop held on June 22, 2022, an in-depth discussion was held on various proposals in beautifying the “Ugly Corner”, one of which was the restoration and placement of said caboose.

Based upon a conversation with an individual who has a business purchasing and selling old railcars and cabooses, the approximate auction value of this is \$7,500.

Staff recommends approval of Resolution 22-R-17.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Resolution 22-R-17

Recommendation: Move to approve Resolution 22-R-17, accepting the donation of a freight train caboose for the intended placement on BNSF Property currently leased by the City of Alvin, otherwise known as “The Ugly Corner” (property location is in the downtown area adjacent to 222 West Willis).

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 22-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF A FREIGHT TRAIN CABOOSE FROM ISO-TEX DIAGNOSTICS, INC., TO THE CITY OF ALVIN FOR PUBLIC DISPLAY.

WHEREAS, the City of Alvin is seeking to beautify property located at the corner of North Gordon Street and Willis Street, commonly known as the “Ugly Corner,” and

WHEREAS, Megan Maloney, the President of Iso-Tex Diagnostics, Inc., has indicated her intent to donate a freight train caboose for the City to display at the Ugly Corner; and

WHEREAS, this donation is being made in light of the City’s longstanding association with trains, and to assist the beautification of the Ugly Corner near the Alvin Train Depot; and

WHEREAS, the City of Alvin welcomes support from the community in attempts to beautify and enhance City property; and

WHEREAS, City Council desires to accept this donation and express their appreciation to Megan Maloney and Iso-Tex Diagnostics, Inc.;

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

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

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby expresses their appreciation to Megan Maloney and Iso-Tex Diagnostics, Inc. and accepts the donation of the freight train caboose to be displayed by the City of Alvin on the Ugly Corner or near the Alvin Train Depot.

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

PASSED AND APPROVED this the 7th day of July 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Legal

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider a Memorandum of Understanding with Alvin Independent School District (Purchasing Department) for the temporary use of the old EMS Building (ambulance bays) located at 709 East House Street; and authorize the Mayor to sign.

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

Summary: At the June 22, 2022, City Council workshop, the purchasing director for Alvin Independent School District approached City Council about the possibility of using the ambulance bays of the old EMS building on House Street for approximately three (3) months, from July 2022 through September 2022. The Department will be auctioning off old equipment and are in desperate need of a large enough space to sort, stage, photograph, view, and pickup of the items.

Council discussion indicated that they were unopposed to Alvin ISD using the EMS facility for said purposes at no charge.

Staff recommends approval of this Memorandum of Understanding.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Memorandum of Understanding

Recommendation: Move to approve a Memorandum of Understanding with Alvin Independent School District (Purchasing Department) for the temporary use of the old EMS Building (ambulance bays) located at 709 East House Street; and authorize the Mayor to sign 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 ☒

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ALVIN INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF ALVIN

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Alvin, Texas, a home rule municipal corporation located in Brazoria County, Texas (hereinafter referred to as the “City”), and the Alvin Independent School District, Purchasing Department, a political subdivision of the State of Texas (hereinafter referred to as “Alvin ISD”), collectively referred to as the “Parties” and individually as a “Party.”

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Local Government Code, providing for the cooperation between local governmental bodies, the Parties hereto, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

WHEREAS, this MOU is made pursuant to and in accordance with Chapter 791 of the Texas Local Government Code; and

WHEREAS, the governing bodies of each Party find that the subject of this MOU is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this MOU is in the common interest of both Parties; and

WHEREAS, the City and Alvin ISD are parties to an agreement that promotes and protects the public health, safety and welfare through joint efforts on common projects for the common good and welfare of the citizens of the City; and

WHEREAS, the Parties to this MOU recognize the mutual benefit of collaborative partnering and this MOU serves as an indication of continued interest in cooperation of the Parties; and

WHEREAS, the Parties share a mutual interest in utilizing the City of Alvin’s Emergency Medical Services (“EMS”) building located at 709 East House Street, Alvin, Texas, for Alvin ISD’s district wide disposal (the “Property” or “auction items”) through an online auction;

WHEREAS, Alvin ISD Property will be picked up from various Alvin ISD locations and delivered to the old EMS building for staging, photographing, viewing, and for final pick up by buyers; and

WHEREAS, it is anticipated that Alvin ISD will hold three (3) auctions that will be processed through the EMS building from July 2022 through the end of September 2022.

NOW THEREFORE, AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and the Alvin ISD Purchasing Department hereby enter into this MOU as follows:

1.0 Alvin ISD will have access to all areas of the first floor of the EMS building located at 709 East House Street, Alvin, Texas.

1.1 The inter-office areas of the facility will be used by Alvin ISD office staff for the following uses:

- a. Placement of auction items already staged for pickup. These type items will be in boxes on carts, so Alvin ISD staff can easily roll out to auction buyers; and
- b. Use of restroom facilities. Alvin ISD will be responsible for cleaning the restroom facilities while in use by Alvin ISD staff only. Facilities will not be for public use. If required, Alvin ISD staff will shut off water while the building is not being used during the week.

1.2 The bays of the facility will be used to provide public access for the following uses:

- a. Alvin ISD staff will be utilizing this area for staging of all auction items. Alvin ISD tables, carts, and pallets may be placed within the area to provide public viewings of auction items.
- b. Alvin ISD may provide large fans for this area during use and will be turned off when staff are not at the facility.
- c. Bay Doors. Alvin ISD staff will be utilizing box trucks to offload auction items and access to all bay garage doors will be required for auction setup. All bay doors will be open during setup, viewing, and auction pickup.
- d. Side double doors. Alvin ISD will be utilizing the double doors through the bays for staging products on that side of the facility after the auction has been completed for pickup.
- e. Alvin ISD will be lining open window access inside by garage doors for security purposes. The lining will be of a muted color and easily removed upon completion of use.

1.3 The concreted areas for parking surrounding the facility will be utilized by Alvin ISD for staging of auction pickups.

1.4 Alvin ISD will require key codes and/or one (1) set of keys to the facility for accessibility at all times during the agreed months. Alvin ISD will secure all doors prior to leaving the premises.

1.5 Alvin ISD hereby assumes all responsibility for any and all loss or such damage to its auction items acknowledges and agrees that it shall be responsible for protecting its Property and the City shall incur no liability to Alvin ISD for any expense or claim incurred by as a result of any damage to the Property, and Alvin ISD further agrees to indemnify, protect, and save harmless the City from any and all claims and demands for damages to the Property which may arise out of or be caused by the presence, use or storage at the EMS building.

1.6 The contact persons for each party are:

CITY OF ALVIN
City Manager
(281) 388-4200

ALVIN INDEPENDENT SCHOOL DISTRICT
Alvin ISD Superintendent
(281) 388-1130

1.7 This MOU may be terminated upon the mutual written agreement of the Parties. Additionally, either Party may terminate this MOU upon thirty (30) days' written notice provided to the other Party.

II.

2.0 All Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.

2.1 Survival. All representations, warranties, covenants, and other continuing obligations as expressly provided in the MOU shall survive the expiration or earlier termination of the MOU.

2.2 Assignment. The rights and obligations of this MOU shall not be assigned without prior written consent of each party.

2.3 Force Majeure. Each party shall be excused from any breach of this MOU which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.

2.4 Entire Agreement. This MOU contains the entire understanding of the parties with respect to the conveyance of the property described herein. It is acknowledged that other contracts may be executed in accordance with this MOU. Such other agreements are not intended to change or alter this MOU unless expressly stated in writing. Any modifications or amendments to this MOU must be in writing and signed by both parties.

2.5 Venue and Governing Law. This MOU and all obligations created hereunder shall be performable in Brazoria County, Texas. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.6 Independent Contractor Status. This MOU will not be construed as creating an employer/employee relationship between any of the Parties. Each party shall maintain worker's compensation insurance, professional liability insurance, and comprehensive general liability insurance policies, and proof of such policies shall be presented upon request of the other party. Each party assumes full responsibility for the actions of their own employees and contractors and each shall remain solely responsible for their own employees' and contractors' supervision, daily direction, control, and payment of salary and benefits.

2.7 Liability and Immunity. The Parties recognize that in the event of an accident, causing damage or injury, liability would be determined under the Texas Tort Claims Act. The Parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.

2.8 Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.9 Notice. Any notices required by this MOU shall be made as follows:

If to AISD:	Alvin Independent School District 301 East House Street Alvin, Texas 77511 (281) 388-1130 (telephone) Attention: Superintendent Carol Nelson
-------------	--

If to the City of Alvin:	City of Alvin 216 West Sealy Street Alvin, Texas 77511 (281) 388-4278 (telephone) (281) 331-7215 (facsimile) Attention: Mayor Paul Horn
--------------------------	--

2.10 Each Party to the MOU is authorized by law to perform the functions or services to be performed under this MOU. This MOU shall be binding upon the Parties and their respective successors and assigns.

2.11 This MOU is effective upon execution by the parties.

2.12 This MOU may be executed in counterparts, which together shall constitute one instrument. Electronic signatures on this MOU shall be accepted the same as original signatures. A photocopy of this MOU may be used in any action brought to enforce or construe it.

CITY OF ALVIN, TEXAS

By _____
Paul A. Horn
Mayor, City of Alvin

Date _____

ALVIN INDEPENDENT SCHOOL DISTRICT

By _____
Carol Nelson
Superintendent, AISD

Date _____



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider Ordinance 22-LL, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation rental fees for the use of the Alvin Senior Center and Athletic Facilities; providing for an effective date; and setting forth other provisions related thereto.

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

Summary: This Ordinance formally adopts the fees into Chapter 28, Comprehensive Fee Ordinance of the Alvin Code of Ordinances relating to the use of Athletic Facilities and rentals at the Alvin Senior Center. All fees charged by the City must be included within Chapter 28. At the City Council meeting held on June 16, 2022, City Council unanimously approved Resolution 22-R-14 updating the Alvin Senior Center Rules and Regulations, and Resolution 22-R-15 updating the Athletic Facilities Use Policy. The fee amendments as presented and adopted in said Resolutions have been included in Ordinance 22-LL as outlined below.

Athletic Facilities Policy

- Requiring advanced schedule for field usage and prepayment of athletic field light usage
 - Prepayment of light usage is reconciled monthly with overpayment being carried to next month in lieu of a refund, if requested.
- Replace \$50 clean-up/damage fee with language allowing for equal to the cost of restoration

Senior Center:

- Eliminate free 30 minutes before & after each rental
- Establish three (3) hour minimum rental time Eliminate 501(c)(3) non-profit designation
- Increase rental rates by \$10 per hour

Staff recommends approval of Ordinance 22-LL.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Ordinance 22-LL
- Athletic Facilities Use Policy
- Alvin Senior Center Rules & Regulations

Recommendation: Move to approve Ordinance 22-LL, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation rental fees for the use of the Alvin Senior Center and Athletic Facilities; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE 22-LL

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING PARKS AND RECREATION RENTAL FEES FOR THE USE OF THE ALVIN SENIOR CENTER AND ATHLETIC FACILITIES; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by revising the Parks and Recreation rental fees as follows:

Sec. 28-2. In General.

...

PARKS AND RECREATION

(1) Athletic Facilities (non-association groups):

- Daytime use, per hour per field\$35.00
- Night use, per hour per field (lighted fields)\$60.00
- Security/cleanup deposit\$200.00
- Security supplied by city: Actual cost.

(2) Athletic Facilities (sports association):

- Lighting fees, per hour, per field with a one hour minimum\$35.00
- ~~Light scheduling: Fifty dollar (\$50.00) call-out fee in addition to the regular hourly fee for light usage requested after 10:00 a.m. on the day of the usage.~~
- Key deposit for key(s) to concession and storage buildings, per key\$50.00
- Damage deposit [\(if applicable\)](#) for [restrooms and/or](#) concession and storage buildings\$500.00
- Damage or misuse of restrooms during league use, [which] will be assessed to the sports association per incident per restroom~~\$50.00~~ [actual cost](#)

....

(4) Senior Citizen Center rental:

[Clean-up](#)/Damage deposit:

For use of either west or east side\$100.00

Entire building\$150.00

Rental fee(s) ~~West Side~~ Assembly Room with Kitchen (Occupancy 229):

- Per hour (3 hr. minimum) during ~~working-business~~ hours (resident)~~\$70.00~~ 80.00
- Per hour (3 hr. minimum) during ~~working-business~~ hours (non-resident)~~\$80.00~~ 90.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (resident)~~\$80.00~~ 90.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (non-resident)~~\$90.00~~ 100.00

Rental fee(s) ~~East Side~~ Assembly Room with Kitchen (Occupancy 80)

- Per hour (3 hr. minimum) during ~~working-business~~ hours (resident)~~\$50.00~~ 60.00
- Per hour (3 hr. minimum) during ~~working-business~~ hours (non-resident)~~\$60.00~~ 70.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (resident)~~\$60.00~~ 70.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (non-resident)~~\$70.00~~ 80.00

Rental fee(s) ~~(both sides)~~ East and West Side Assembly Rooms (Occupancy 309)

- Per hour (3 hr. minimum) during ~~working-business~~ hours (resident)~~\$90.00~~ 100.00
- Per hour (3 hr. minimum) during ~~working-business~~ hours (non-resident)~~\$95.00~~ 105.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (resident)~~\$100.00~~ 110.00
- Per hour (3 hr. minimum) after ~~working-business~~ hours (non-resident)~~\$105.00~~ 115.00

Rental of the Craft Room or Board Room (Occupancy 25) (Rooms are available only for rental by adult organizations Mon.-Fri.):

- Per hour (3 hr. minimum) (resident/resident group)~~\$35.00~~ 45.00
- Per hour (3 hr. minimum) (non-resident/non-resident group)~~\$45.00~~ 55.00

Rental for Non-Profit Organization (Note to file, changes were not codified in 2019 - Ord 19-BB)

- Deposit is waived
- Per hour (3 hr. minimum) (resident/resident group)\$55.00

Rental of Audio / Visual Equipment (1x Charge) \$50.00 (Note to file, changes were not codified in 2019 - Ord 19-BB)

Refund processing fee\$25.00

Cancellation fee within two (2) weeks of ~~reservation~~ rental date\$75.00

....

Section 2. That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

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

remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code the City of Alvin Charter.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance 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 on first and final reading on the 7th day of July 2022.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

CITY OF ALVIN

ATHLETIC FACILITIES

POLICY

PARKS AND RECREATION DEPARTMENT

2022 Policy

(Exhibit A Res.22 - R -15)

CITY OF ALVIN
POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

The policy for use of City of Alvin Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner. The City of Alvin develops and maintains park and recreational facilities to serve the residents of Alvin.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of policies established by the City of Alvin for use of City facilities and is recommended by the Park and Recreation Advisory Board.

CITY OF ALVIN
ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Alvin, hereinafter referred to as the "City," and the City of Alvin Parks and Recreation Department, hereinafter referred to as "Parks," and the Alvin Sports Association, hereinafter referred to as the "ASA," which consists of Alvin Little League Baseball (ALLB), Alvin Youth Soccer Club (AYSC), Alvin Girls Softball Association (AGSA), Raiders Football, Alvin I.S.D. (AISD), Alvin Community College (ACC), and Brazoria Spartans Rugby are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit, the person's name, title, address, best contact phone number(s) to the Parks and Recreation Department. Each ASA is responsible for submitting their application by September 30th annually. The Director of Parks, or designee, shall act as the City's liaison to the ASA.

A Non-Association group seeking to become an ASA may apply using the Application for ASA use of City Athletic Facilities, under the following conditions:

- Use of facilities does not interfere or coincide with existing ASA or City usage;
- Applicant has demonstrated or can demonstrate a sustained demand for the sport;
- Proof of current non-profit status or application submittal under the terms of a 501 (c)(3) to the IRS;
- Failure to obtain non-profit 501 (c)(3) status with the IRS within twelve (12) months from the date of application, applicant shall forfeit ASA status with the City of Alvin.

Non-Association groups or individuals seeking reserved use of city athletic facilities may do so under the following conditions:

Daily Usage

- Times and dates do not conflict with City or ASA use.
- Use of facilities does not exceed four (4) consecutive days (i.e., Monday through Sunday tournament from 6:30 a.m. to 10:30 p.m.).
- Payment is rendered in advance based on a charge of Thirty-Five Dollars (\$35.00) per hour per field for daytime use and Sixty Dollars (\$60.00) per hour per field for use of field lights.

Tournament Usage

- Tournament is defined as being separate from league play, having a separate entry fee and including a team(s) from other jurisdictions to compete in a onetime competition.
- Application along with a \$200 damage deposit is made at least thirty (30) days prior to anticipated use, unless otherwise approved by the Director of Parks and Recreation or designee.
- Satisfactory arrangements are made for refuse collection and sanitation by City Staff/Parks. All or part of the deposit could be relinquished.
- If necessary, a fee is presented to defray the cost of additional security forces supplied by the City for the proposed use or activity.
- Proof of insurance or a signed waiver of liability not holding City responsible for injury or damages.
- Can only use fields as designed, cannot alter fields in any way.

CONDITIONS FOR USE:

All Alvin Sport Associations shall attend any necessary sport association meeting. The ASA shall submit their completed application. Applications shall include; proof of liability insurance naming the City as an additional insured, list of the ASA Board of Directors with appropriate addresses and phone numbers, proof of their non-profit status, and tryout, practice, game, and light schedules. Upon submission of completed application, each ASA shall provide a breakdown of total participation into percent within City Limits and percent outside City Limits.

All Alvin Sport Associations shall conduct background checks on all volunteers and/or paid employees who will interact with youth and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy, guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

- **All Sex Offenses** – Regardless of the amount of time since offense.

Examples include sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violent Offenses** – Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- All Felony offenses other than violence or sex within the past 10 years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All misdemeanor violence offenses** within the past 7 years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more misdemeanor drug and alcohol offenses** within the past 7 years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

DETERMINING FACILITY USE:

Use of any park and recreational facilities shall be determined by “historical precedent” for any certain facility during a specific season. “Historical precedent,” for the purpose of this document, is defined to mean “a particular organization, which has been first to establish a continued use of a specific facility, for a designated time frame or season, and which has more than one use of occurrence.” The organization will be granted priority use of a facility by the City on a per season basis; however, facilities will remain open for public use (and for other organizations) when such use does not interfere with current scheduled activities. Use by the public will be on first come first served basis, providing facilities are not reserved by groups or individuals. The City reserves the right to schedule facilities during times when facilities are not being utilized. All scheduled use of facilities will be determined by the City. The City may designate “down time” for maintenance, regeneration time and/or emergency times.

AGSA – Pearson Park

ALLB – Morgan Park, Lions Park

AYSC – Briscoe Park, two east playing fields

Alvin Raiders – Briscoe Park, one northwest playing field

Brazoria Spartans Rugby -Briscoe Park, northwest and southwest playing field

A Sports Association’s percentage of non-resident participation may be considered when determining the number of facilities available for use by the Sports Association. Joint use of facilities by different Sports Associations will be considered and encouraged. If cooperation between different Sports Associations cannot be achieved regarding field usage, the Parks Department shall act in the best interest of the community by establishing field usage.

Designated down time for the Turf Management Program will take place twice a year with fertilizing two additional times per year. Plan for field maintenance in November and February and fertilizing in April and June on all sports fields.

SPECIAL USE OF FACILITIES:

The City of Alvin reserves the right to host athletic leagues, tournaments, special events, and programs at all public park facilities. The City will make every effort to schedule special events during non-peak use time periods.

The Parks Director must approve any Sports Association arrangements with other organizations for use of public facilities. Organizations or individuals wishing to host clinics, workshops, and/or programs that are performed by agencies other than the ASA are requested to schedule such programs with the City at least thirty (30) days prior to the beginning of the program. (See page 4, Conditions for Use.) Individual teams hosting tournaments as fundraisers must submit a written request to host such tournaments through the Alvin Sport Association. The ASA shall ultimately be responsible for upholding City requirements for field usage.

HOURS AVAILABLE FOR USE:

City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. All park facility usage must be completed no later than 10:30 p.m. unless otherwise approved by the Parks Director.

FACILITY KEYS:

Where applicable, keys will be provided to the restrooms, concession, and storage buildings. If requested, a maximum of three (3) keys will be issued for each facility. Sports Associations will be assessed a Fifty Dollar (\$50.00) deposit per key. Key deposits will be refunded upon return of issued keys, at the end of scheduled use periods. All keys for City facilities shall not be duplicated or reproduced, and **all keys shall be returned** to the Parks director within 30 days, should the association completely vacate the sports park facility.

UTILITIES:

ASA's utilizing lighted facilities will be required to pay fees for use of lights after the allotted eight (8) hours per month given by the City for the use of the league account. The league account will be established at the beginning of each season. The reserved use of lights will be assessed at a rate of Thirty-Five Dollars (\$35.00) per hour per field. The City will pay the costs associated with providing water. The City will not be responsible for any costs associated with any type of utility services at facilities that are not owned and maintained by the City.

AUTOMATED LIGHTING SYSTEM:

Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. Actual light usage shall be downloaded and verified by the 5th of the following month. (*Example- March lighting will be paid in advance of March use; however usage will be verified by April 5th.*) Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any invoice shall result in the suspension of that ASA's light usage until the invoice is paid in full. Lights will only be scheduled by city staff once payment is made. If at any point self-scheduling becomes available Alvin Sport Associations will be provided access, training and take responsibility for field scheduling.

CONCESSION/STORAGE BUILDINGS/RESTROOMS:

Scheduled use of restrooms or concession/storage buildings will be on per season basis, with use determined by the historical presence of an Alvin Sports Association at a specific facility. Only one ASA per season will be granted priority use of a specific building unless another Sports Association requests use of the building during the same time frame. The Sports Association with priority use of the building may choose to share use, contingent upon the City's approval. The non-priority association (sharing) is approved on a per season basis and must adhere to rules of the primary Association. A Five Hundred Dollar (\$500.00) damage deposit will be required prior to any use of restrooms or concession/storage buildings, and with repair of damage to be paid by such deposit. If there is damage or misuse of restrooms during league use, a clean-up/damage fee equal to the cost of restoration will be assessed to the Sports Association per incident per restroom. All sports associations shall deposit concession stand trash in dumpsters supplied by the City in each park. The City may use the concession and storage areas during City sponsored activities. The City also reserves the right to enter into contracts with private companies for concession operation services.

All Sports Associations are required to furnish all equipment and supplies necessary to operate the concession area and shall maintain in a sanitary manner, all restrooms, concession, and storage facilities. Associations agree to abide by all health code requirements for food service, food permits, as required by city ordinance and state law and will annually set up and undergo

inspection by the Health Inspector and Fire Marshall prior to the first game of the season. Sports Associations are subject to all penalties of applicable laws and any major infractions may result in loss of privileges and/or damage deposit.

The addition of new storage facilities may be added with the review and written permission from the City of Alvin. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. Storage of flammable, hazardous, or toxic substances or materials, on City property, is not permitted. Sports Associations must not block access to facility equipment such as air conditioners, heaters, breaker panels, circuit panels, etc. Also, these groups must follow all City fire code regulations.

The City shall be responsible for repairs and upkeep of the restrooms and concession/storage buildings that are the result of normal wear and tear and aging. Each Sports Association will be responsible for repairs stemming from damages incurred to the facility due to the Sports Association's negligent or irresponsible use.

THE CITY OF ALVIN WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ALVIN DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

VANDALISM:

Sports Associations with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, phone systems, plumbing systems, or others upon review and permission of the Parks Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

1. City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. except as otherwise restricted at specific park facilities and lighted use. Strict compliance will be enforced.
2. The possession or consumption of alcoholic beverages is prohibited at all City parks and athletic facilities, unless otherwise permitted.
3. All pets must be on a leash at all times, except in designated off leash area.
4. Motorized vehicles are prohibited to drive or park on City property without prior approval as per City ordinance.
5. Trash must be disposed in proper receptacles by all associations preceding or concluding an event. Failure to do so shall result in a \$200.00 clean-up fee.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The City will provide a level of maintenance service to all park and recreation facilities that ensures the safe and efficient use of facilities by the ASA and the general public. Work requests shall be directed to the Operations Manager or designee of the Parks and Recreation Department. It is the Sports Association's responsibility to report hazardous or dangerous facility

conditions to the City immediately. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City.

The Alvin Sport Association and non-ASA organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, football lines, dragging infields, screening, etc.). The ASA and non-ASA organizations shall furnish their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). Where applicable, Sport Associations shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes. Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. Non-ASA softball and baseball associations having scheduled usage at any athletic complex shall properly maintain the dirt infield areas during and after each usage. All Alvin Sport Associations may be required at the request of the Parks Director or designee to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks Director or designee.

The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. Alvin Sport Associations shall not leave trash/recycling containers full or overflowing during and after their activities. In addition, Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall make every effort to monitor the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.

PARKING:

Alvin Sports Associations, organizations and individuals are entitled to use parking areas located at each park. No entity shall have the authority to charge, impose or imply collecting fees of any amount from users of the parking areas. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No parking" areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. In addition, the ASA shall be responsible for the overall cleanliness of all on and off premise parking areas used during their activities.

ENHANCEMENTS:

The ASA shall not install, build, or perform any type of facility or property improvements without the express written consent of the Parks Director. Requests for improvements must be submitted in writing to the Parks and Recreation Director providing ample time for consideration, up to and including approval from the City Council. All requests require approval and shall meet the City's inspection codes and/or ordinance requirements.

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe and Pearson Parks. Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each Alvin Sport Association, Non-Alvin Sport Association and/or individual team. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

EMERGENCIES AND ACCIDENTS:

Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Alvin Police Department at (281) 388-4370. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

Alvin Sport Associations may submit requests for consideration of future park improvements. Recommended projects shall be submitted in writing (i.e., scoreboards, bleachers, etc). Written requests should be submitted to the Parks Director by February 1 of each year. The City's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

Alvin Sport Associations using City of Alvin Athletic Facilities may terminate their relationship with the City of Alvin voluntarily or involuntarily. Voluntary termination shall constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the park premises and structures for damage, collect all keys to park facilities, and ensure all light usage has been paid in full prior to issuing any refundable deposit. Involuntary termination shall constitute any Alvin Sport Association, Non-Alvin Sport Association or individual team who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the Alvin Sport Association, Non-Alvin Sport Association, or individual team shall be subject to loss of park usage privileges up to and including termination as an ASA and forfeiture of any refundable deposit.

In the event of an involuntary termination, the Parks Director shall provide written notice to the Alvin Sport Association, Non-Alvin Sport Association, or individual team listing any/all violations and allowing reasonable time to bring all violations into acceptable and sustained compliance.

APPLICATION
ALVIN SPORTS ASSOCIATIONS'
USE OF CITY ATHLETIC FACILITIES

- ☐ Application submitted within a minimum of thirty (30) days of planned use
- ☐ City of Alvin is named as an additional insured on the Certificate of Insurance
- ☐ Last season's financial statement, upon request
- ☐ List of association's Board of Directors including name, address, contact number and email address
- ☐ Tryout, practice game and light schedules
- ☐ Contact person's name, title, address, best contact phone number(s), and email address
- ☐ This signed statement for Athletic Facility Policy of Compliance
- ☐ Five Hundred Dollar (\$500.00) Damage Deposit, if applicable, for usage of restrooms and/or concession stands
- ☐ Proof of non-profit status under the terms of a 501 (c)(3) status with the IRS
- ☐ Equipment storage hold harmless if applicable

Name of Organization

Contact Person Name

Date

Title

Address

Phone: _____ Mobile: _____ Email: _____

APPLICATION

PRIVATE INDIVIDUAL OR NON-ALVIN SPORT ASSOCIATION GROUPS

USE OF CITY ATHLETIC FACILITIES

- ☐ Application is made at least thirty (30) days prior to anticipated use
- ☐ Dates of planned use do not exceed four (4) consecutive days
- ☐ Payment prior to use has been made
- ☐ Signed statement of athletic facility compliance
- ☐ Signed waiver of liability
- ☐ Arrangements for additional sanitation facilities, refuse and traffic control are approved by the City of Alvin
- ☐ Two Hundred Dollar \$200 Damage Deposit
- ☐ Contact person's name, title, address, best contact phone number(s), and email address

Name of Individual / Non-Alvin Sport Association

Contact Person Name

Date

Title

Address: _____

Phone: _____ Mobile: _____

Email: _____

CITY OF ALVIN

ALVIN SENIOR CENTER

RULES AND
REGULATIONS

PARKS AND RECREATION DEPARTMENT

2022 RULES AND REGULATIONS

EXHIBIT A to Res. 22-R-14

ALVIN SENIOR CENTER

MISSION STATEMENT

The Alvin Senior Center is a community gathering place where adults age 50+ in the Alvin area can meet for social, recreational, educational and fitness opportunities. The Alvin Senior Center is also offered for rental space to Alvin community members.

ELIGIBILITY FOR SENIOR CITIZEN PROGRAMS

The Alvin Senior Center programs are designed for adults aged 50 years and older, living in the Alvin area, who are independent and can care for their own personal needs. In the event a participant needs a caregiver or attendant dedicated to their needs, that caregiver or attendant shall be allowed to accompany the participant at the sole expense and responsibility of the participant. The attendant shall be considered a separate participant. The spouse of a participant not meeting the age qualification of 50 years of age or older shall be allowed to accompany his/her spouse to any/all programs he/she has registered as a separate participant subject to any/all applicable fees/charges.

A meal program is administered by ActionS, Inc. an independent agency established to plan and coordinate services for older adults. To participate in any ActionS program, persons must meet the guidelines set forth by ActionS, Inc. Transportation to and from the Center is provided through ActionS. Further information regarding the ActionS program is available from the site director during ActionS operational times, or by calling (281) 585-4677.

OWNERSHIP AND MANAGEMENT OF CENTER

The Alvin Senior Center is a public building owned by the City of Alvin. Management of the Center is supervised by the City of Alvin Parks & Recreation Department. A site manager provides daily management of the facility.

OTHER FUNCTIONS AND USES

The Senior Center may be used by other individuals and groups according to the rules and regulations for operation, use, and rental of Alvin Senior Center which have been approved by the City Council.

Rental Rules

- _____ 1. Animals Prohibited – No animals are permitted in or around the Senior Center except service animals or approved by the Senior Center Manager.
- _____ 2. No Smoking or Alcoholic Beverages – No alcoholic beverages are permitted in or around the Senior Center. Smoking is prohibited inside the facility by City Ordinance.
- _____ 3. Equipment – The TV, VCR, or any other equipment shall not be removed from the Senior Center unless expressed written authorization by the Director of Parks and Recreation.
- _____ 4. Decorations –Decorations may not be displayed in a manner that would damage, puncture, or leave residue upon removal. (ex. thumbtacks, tape, staples, etc.).
- _____ 5. Open Flames – The use of open flames and flammable material is not allowed inside the Senior Center. These include but are not limited to, torches, incense burners, charcoal grills and candle center pieces. Exceptions may be granted for the use of small flame producing devices such as candles on cakes and in ceremonies, and sterno-type materials used to maintain food temperature.
- _____ 6. Thermostat Controls – The user shall not attempt to adjust the thermostat controls. Users of the Center may be held liable for any damage caused from tampering with these instruments.
- _____ 7. Personal Losses and Damages – The City of Alvin is not responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore, the City of Alvin is released and discharged from any and all liability for loss injury, or damage to persons or property that may be sustained arising out of the use or occupancy of the Senior Center and its grounds.
- _____ 8. Parking – Parking is available at the Senior Center in designated areas only. Additional parking is located across the street at the Stanton's overflow lot. Please do not park at Jodie's Hair Salon.
- _____ 9. Clean-Up – Failure to properly clean the reserved area will result in a forfeiture of the room rental deposit (if applicable) and/or subject to actual clean and repair costs.
 - A. All spillages will be properly cleaned.
 - B. All floors including restrooms and kitchen must be swept and high-traffic areas mopped.
 - C. The kitchen, if used, must be thoroughly cleaned, including floors, walls, appliances, sinks and counters.
 - D. All trash and debris must be removed from the building and parking lot and placed in the onsite dumpster provided in the rear of the building or removed from the premises.
 - E. All tables and chairs must be returned to their original location.

- _____ 10. Damages to Center – The renter is responsible for any damages caused during their rental times. To the extent the deposit is insufficient to pay for all the damages the renter shall be liable for the difference.
- _____ 11. On Site Representative – The renter or his/her designated representative, is required to be present at the Alvin Senior Center and must be available to City personnel during the entire course of the rental period.
- _____ 12. Facility Monitor and Access – A City representative will be on duty to open the Center. This individual will also secure the Center upon the conclusion of the rental. The renter and City representative are responsible to check the reserved area before and after the rental period for damage and cleanliness.
- _____ 13. Advertising – The use of the Alvin Senior Center by an individual or group does not constitute endorsement of that individual, group, vendor, agency, philosophy, opinion or product by the Center or the City of Alvin. No advertisement or announcement implying endorsement will be permitted. All promotional or advertising copy that includes the Alvin Senior Center name must be approved prior to release by the Manager of the Center or a designated representative.
- _____ 14. Abuse of Operational Rules – Any person who abuses the operational rules or any other laws or policies applicable to the Center may be required to vacate the Center and may be barred from further use of the Center.
- _____ 15. Contacts – For building concerns or questions contact on-call personnel. In the event of an emergency dial 911. For police non-emergency call 281-388-4370.
- _____ 16. Marquee Use – The marquee use shall be at the discretion of the Department Director with the primary use for advertisement related to senior center programs, trips and related information

1. Reservation Requirements

- A. Reservations may be made by contacting the City of Alvin Senior Center, 309 West Sealy, Alvin, Texas 77511, or by calling or 281-388-4298.
- B. Senior activities and programs will have priority use of the Center. All other reservations will be taken on a first-come, first-serve basis.
- C. Rental reservations may not be made more than twelve (12) months in advance.
- D. Groups or individuals may not reserve a rental space on a standing, weekly basis for more than six months. This will allow the renter time to locate a permanent meeting place. Future rental periods and/or extension of rentals will be evaluated by the Manager of the Alvin Senior Center.

- E. Reservations shall be made by an adult (18 or older) having a minimum three (3) hours which includes setup and cleanup by renter.
- F. Senior Center order of priority usage:
- Senior Center activities and programs.
 - Programs conducted and/or sponsored by the city.
 - Senior Group meetings/events
 - Room rentals and reservations.
2. Right of Entry: The City may enter upon the Senior Center at any time for any purpose necessary, incidental to or connected with any other program's use of the Senior Center or in the exercise of the City's governmental functions. Any such re-entry shall not constitute a trespass or create a cause of action for damages against the City.
3. Cancellations – All cancellations of rentals must be requested in writing to the Senior Center Manager or Center staff. The following refund schedule will apply:
- Two week or more notice: Full refund less a \$25 refund processing fee.
 - Less than two-week notice: \$75.00 Cancellation Fee, \$25.00 Refund Processing Fee
4. Fees - The rental fees for the Alvin Senior Center can be found in Chapter 28 of the Comprehensive Fee Ordinance. The hourly rental fees will be calculated by the half hour and hour only.
- Deposit is required at the time of reservation.
 - Payment for rental period shall be paid in full two (2) business days prior to rental date.
 - Payment made within two (2) business days of rental date, excluding holidays, must be made in cash or credit card.
5. Senior Groups
- A. Definition
- A Senior group is defined by the Alvin Senior Center staff as an organization having at least ninety (90%) percent of its membership fifty (50) years of age or older with its mission or common purpose benefitting community members fifty (50) years of age or older in the Alvin area.
- B. Determining Senior Center Use
- Use of the Alvin Senior Center facilities shall be determined by "historical precedent" (Grandfather Clause). "Historical Precedent", for the purpose of this document, is defined to mean "that particular senior group which has been first to establish a continued use of the Alvin Senior Center."
- These groups include: Alvin Area Retired Teachers
Alvin Museum Society
Daytimers
Gulf Coast Quilters Guild
Lone Star Daylily Society

Monsanto/Solutia Retiree Club
Mustang Club
Purple Cats Chapter Red Hat Society
South Park Senior Adults

C. Benefits

(1) One (1) meeting/event per month at no cost within any room or combination of rooms within the Senior Center, includes access to audio / visual equipment

(2) A separate second meeting/event is permissible at no cost providing it meets the following conditions:

- Open to the public with no membership requirements
- Provide a service or benefit to the Alvin area adults aged 50 or older
- Does not conflict with scheduled Senior Center activities

If more than two (2) meetings/events are scheduled by a senior group during a calendar month, the senior group shall pay the applicable fees for the third or succeeding meeting/event.

(3) On Site Storage

- Items used by organizations on a regular basis may be stored at the Senior Center when and where space is available. Seasonal decorations used annually should be stored elsewhere.
- Food items shall be canned or securely packaged. Opened packages of food or condiments shall be removed immediately.
- No flammable items shall be stored. Flammable items include, but are not limited to; spray cans, hand sanitizer, acetone, WD40, matches, lighters, and candles.
- All storage spaces should be cleaned out annually, overseen by Senior Center Staff
- The City of Alvin and the Alvin Senior Center are not responsible for loss or theft of items stored at the Center.
- No right of privacy
- Senior Center Staff reserves the right to change/modify storage availability

D. Expectations

(1) Follow the Senior Center Rules and Regulations.

(2) Notify Staff of Changes in contact information and change in reservation schedule

(3) Comply with start and end times outlined in Senior Group Application.

6. Non-profit Organizations – A qualified, non-profit shall be defined as a group or organization holding a current non-profit status as deemed by the IRS and provide proof of non-profit status. The deposit for a non-profit organization will be waived. An hourly rental fee of \$55 will be charged.

7. Governmental Entities – Rental fees will not be charged to local or other governmental entities desiring to use the Alvin Senior Center if the request is made on official stationery of the governmental entity, and the Alvin Senior Center will be used for a governmental purpose.

8. Meeting Room Facilities and Capacities:

- A. West side assembly room rental includes the room, bathrooms, and kitchen facilities and has a maximum capacity of 229 persons.
- B. East side assembly room rental includes the room space, bathrooms, kitchen facilities and has a maximum capacity of 80 persons.
- C. Exercise Room includes the room space. This room may only be used in conjunction with an existing rental/reservation of the east side room and has a maximum capacity of 150 persons.
- D. Craft room and/or Board room includes the room, bathrooms, and has a maximum capacity of 25 persons per room. No kitchen facilities are provided.

9. Available Rental Times

West Side Assembly Room

Monday – Friday	7:30 AM – 10:30 PM
Saturday - Sunday	7:30 AM – 10:30 PM

East Side – Assembly Room

Monday – Friday	7:30 AM – 10:30 PM
Saturday – Sunday	7:30 AM – 10:30 PM

Craft Room and/or Board Room

Monday – Friday	7:30 AM – 10:30 PM
Saturday – Sunday	7:30 AM – 10:30 PM

10. Youth Group Restrictions – It is recommended groups composed of youth 17 years of age and younger must have one (1) adult 18 years of age or older present at all times for each ten (10) youths in attendance.

11. Indemnification -The renter/group is responsible for the acts or omissions of the renter's/group's invitees, licensees, relatives, friends and their invitees or licensees. The renter/group agrees to indemnify and hold harmless the City of Alvin, its officers, agents and employees from any and all actions, claims, costs, damages, injuries, and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Senior Center by the renter. Furthermore, such indemnification shall apply with respect to all acts or omissions of the renter/group, the renter's/group's invitees, licensees, relatives, friends, and their respective invitees, licensees, relatives, friends, and their respective invitees or licensees associated with rental use of the Alvin Senior Center.

Code of Conduct Policy

Purpose

The Alvin Senior Center provides a safe, friendly, and welcoming environment for seniors to participate in activities, enjoy fellowship and engage in lifelong learning opportunities. For the safety and benefit of all participants, the following Code of Conduct Policy shall be observed.

Policy

Participants in Alvin Senior Center Activities shall:

- (1) Treat other participants and staff respectfully and courteously.
- (2) Treat others in the same manner you would like to be treated.

Behavior that constitutes violation of this Policy includes, but is not limited to:

- (1) Loud, disruptive, obscene, hateful, insulting, or abusive language.
- (2) Making threats or demonstrating threatening behavior, verbally or in writing, to participants or staff.
- (3) Violation of smoking ordinances.
- (4) Defacing or destroying any City property.
- (5) Activities that negatively affect the health or safety of others.
- (6) Harassing or intimidation of participants or staff with words, gestures, body language, or any menacing behavior.
- (7) Physical altercations with participants or staff.
- (8) Removal of another participant's or City property without permission.
- (9) Participating in activities while under the adverse influence of alcohol or drugs.
- (10) Committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.
- (11) Exhibiting illness, poor personal hygiene, and/or related conditions that may compromise the health or safety of others.
- (12) Clothing containing offensive language, inappropriate length or fit of clothing that shows undergarments or that is excessively revealing, including footwear.
- (13) Other behavior that is deemed inappropriate by the Senior Center Manager or their designee.

Consequences of Policy Violation

Violation(s) of this policy may result in the suspension of participant(s) from Senior Center activities.

The Senior Center Manager is responsible for ensuring that this policy is maintained. Any questions or comments concerning this policy should contact the Director of Parks and Recreation.

Also, please note: The Alvin Senior Center programs are for senior citizens who are independent and can care for their own personal needs. Seniors are welcome to bring an attendant or care giver with them in order to enjoy our services and programs.

EXHIBIT B

RENTAL OF WEST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 229)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Assembly Room (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	80.00
Nonresident/Nonresident Group	90.00
Assembly Room (After Business Hours)	
Resident/Resident Group	90.00
Nonresident/Nonresident Group	100.00

RENTAL OF EAST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 80)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Assembly Room (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$60.00
Nonresident/Nonresident Group	\$70.00
Assembly Room (After Business Hours)	
Resident/Resident Group	\$70.00
Nonresident/Nonresident Group	\$80.00

RENTAL EAST AND WEST SIDES ASSEMBLY ROOMS (OCCUPANCY 309)

Refundable Deposit – Clean-up/Damage Deposit	\$150.00
Assembly Rooms (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$100.00
Nonresident/Nonresident Group	\$105.00
Assembly Rooms (After Business Hours)	
Resident/Resident Group	\$110.00
Nonresident/Nonresident Group	\$115.00

RENTAL OF CRAFT ROOM OR BOARD ROOM (OCCUPANCY 25)

(These rooms are available only for rental by adult organizations Mon.-Fri)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$45.00
Nonresident/Nonresident Group	\$55.00

RENTAL FOR NON-PROFIT ORGANIZATION

Refundable Deposit – Clean-up/Damage Deposit	Deposit is waived
	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$55.00

RENTAL OF AUDIO / VISUAL EQUIPMENT (1X charge) \$50.00

CANCELATION FEE (Within two weeks of rental date) \$75.00

REFUND PROCESSING FEE \$25.00



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Administrative Services

Contact: Michael Higgins, Dir. of Admin. Services

Agenda Item: Consider Ordinance 22-MM, authorizing the issuance of \$25,570,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2022; 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 twenty (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. The projects to be funded with the bond issuance are identified in the Utility Master Plan and the City's 5 year Capital Improvement Program (CIP) that was presented to City Council at the March 1, 2022 CIP workshop.

Projects to be funded from the proceeds of the 2022 Water & Sewer System Revenue Bonds are listed below:

Project Name	Previous Bond Allocations	Current Bond Allocations	Description of project
Waterline Improvements Phase 4 Total Projected project cost: \$2,782,273	\$287,778	\$2,329,400	New 12-inch, 10-inch, 8-inch and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive. The replacement of the existing water lines will increase available fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.
Waterline Improvements Phase 7 Total Projected project cost: \$3,114,800	\$0	\$407,400	New 8-inch water lines to connect and replace existing small diameter water lines in the area bounded by Wheeler Drive, State Highway 35 Bypass, Dickinson Road, and North Gordon Street. The replacement of the existing water lines will increase available fire

			flow capacity, improve water quality, and increase water system connectivity between the City's water plants.
<i>Lift Station 23 Expansion</i> Total Projected project cost: \$21,641,000	\$7,778,627	\$13,862,373	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.
<i>Lift Station 33 Expansion</i> Total Projected project cost: \$1,397,800	\$0	\$1,397,800	The expansion of Lift Station 22 from a firm pumping capacity of 0.63 Million Gallons per Day (MGD) to a firm pumping capacity of 1.1 MGD, and the expansion of Lift Station 33 from a firm pumping capacity of 1.26 MGD to a firm pumping capacity of 2.4 MGD. The proposed lift station expansions are sized to convey projected 2035 peak wastewater flows from the Northeast Basin.
<i>Lift Station #3 Rehab and Expansion</i> Total Projected project cost: \$569,800	\$0	\$569,800	Lift Station 3 Rehab to .85 MGD.
<i>WWTP Expansion</i> Total Projected project cost: \$70,200,000	\$0	\$7,000,000	The design of a 2.5 MGD expansion of the City's WWTP to increase the permitted annual average daily flow from 5.0 MGD to 7.5 MGD.
Total:		\$25,566,773	

City staff participated in ratings call with Standard & Poor's on June 1, 2022. On June 24, 2022, Standard & Poor's affirmed the City's Revenue Bond rating of "A+/Stable" on the Series 2022 Water & Sewer System Revenue Bonds. A copy of that letter is included.

The Series 2022 Water and Sewer System Revenue Bonds are scheduled to be competitively bid at 10:00 a.m. on July 7, 2022. 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 22-MM, authorizing the bond sale. Should City Council authorize the issuance of the Series 2022 Water & Sewer System Revenue Bonds, the bonds are expected to close, with funds deposited into the City's accounts on July 28, 2022.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Ordinance 22-MM
- Standard and Poor's Rating Summary
- Timetable for bond sale
- Council Notification – May 3

Recommendation: Move to approve Ordinance 22-MM, authorizing the issuance of \$25,570,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2022; 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. 22-MM
AUTHORIZING THE ISSUANCE OF**

**CITY OF ALVIN, TEXAS
WATER AND SEWER SYSTEM
REVENUE BONDS
SERIES 2022**

Adopted: July 7, 2022

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Exhibit A – Form of the Bonds

ORDINANCE NO. 22-MM

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS, WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2022; 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 2022 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 July 1, 2022.

“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, 2023.

“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, the Series 2021 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 Bonds” means the City’s Water and Sewer System Revenue Bonds, Series 2021.

“Series 2022 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 \$[] 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 2022,” 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.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$	%	2034	\$	%
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

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, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on February 1, 2031, 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 [Mandatory Sinking Fund Redemption.

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

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.4.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.3 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 4.4 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 Parity Contract Obligations. 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 Subordinate Lien Bonds. 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 Special Project Bonds. 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 Punctual Payment of Parity Obligations. 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 no 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 [_____] (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium in the amount of \$[_____] 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 2022 Project Fund.

(a) The City hereby establishes a separate fund to be known as the "Series 2022 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 2022 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 2022 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 \$[____], consisting of \$[____] principal amount of Bond proceeds plus premium received from the sale of the Bonds in the amount of \$[____], shall be deposited in the Series 2022 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 \$[____] 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 2022 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 2022, 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 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 7th day of July, 2022.

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 2022

INTEREST RATE:

_____%

MATURITY DATE:

February 1, 20__

CLOSING DATE:

July 28, 2022

CUSIP NO.:

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, 2023, 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 July 1, 2022 and is one of a duly authorized issue of Bonds, aggregating \$[_____] (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, 2032, in whole or from time to time in part, in integral multiples of \$5,000, on February 1, 2031, 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.

[BONDS MATURING on February 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Bonds Maturing February 1,</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 1, 20__	\$
February 1, 20__ (maturity)	\$

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

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.]

(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
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

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 7th day of July, 2022, 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
Gabe Adame	Mayor Pro Tem and Council Member, District E
Martin Vela	Council Member, District A
Chris Vaughn	Council Member, District B
Richard Garivey	Council Member, District C
Glenn Starkey	Council Member, District D
Keko Moore	Council Member At Large 1
Joel Castro	Council Member At Large 2

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. 22-MM

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS,
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2022;
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 7th day of July, 2022.

City Secretary
City of Alvin, Texas

[SEAL]

June 24, 2022

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

Re: US\$25,570,000 City of Alvin, Texas, (Brazoria County, Texas), Water and Sewer System Revenue Bonds, Series 2022, dated: July 1, 2022, due: February 1, 2043

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

jv

enclosures

cc: ***Mr. James F. Gilley, Jr.***
Mr. Jim Gilley
Mr. Jonathan Frels
Mr. Junru Roland

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.

From: Junru Roland <jroland@cityhall.cityofalvin.com>

Sent: Tuesday, May 3, 2022 6:04 PM

To: Mayor and City Council <U_MayorandCityCouncil@cityhall.cityofalvin.com>

Cc: Dixie Roberts <droboterts@cityhall.cityofalvin.com>

Subject: A Few Updates

Good evening Mayor/ Council

Wanted to provide you a few updates outside of the normal scope of my weekly updates.

2022 WATER & SEWER REVENUE BOND

Attached is a timeline on the 2022 Water & Sewer Revenue Bond issuance that we will bring to Council for approval in July, as presented at the council workshop. The bond issuance will be ~\$25 million for the following projects:

Design of the WWTP Expansion (\$7M)

This project will ultimately increase the WWTP capacity from 2.5MGD to 7.5MGD. Our WWTP is currently exceeding 75% capacity (with new residential development increasing exponentially), and TCEQ requires that when our WWTP reaches 90% capacity we must be -- at minimum-- in the construction phase of increasing the capacity of our WWTP. Our consultant estimates that by 2027 the current WWTP will exceed 90% capacity at the current growth pace of the City. The total cost of the expansion project, including construction is \$70M.

Estimated Projected timeline:

Completion of Preliminary Design – March 2023

Completion of Final Design – March 2024

Completion of Bid Phase & Contract phase – Sept. 2024

Completion of WWTP expansion – January 2027

Lift Station 23 Expansion (\$13.8M)

Lift Station 23 is a major collector station that covers 1/3 of our service area. Currently, 13 lift stations flow through Lift Station 23. This project will allow the elimination of 4 lift stations — reducing utility, pump, and labor cost – and replace 14,720 linear feet of gravity mains and 7,000 linear feet of sanitary force mains. Lift station 23 is located at the corner of Hwy 35 and Steele Rd.

Lift Station 33 Expansion (\$1.4M)

Lift Station 33 is one of the lift stations that pumps to Lift Station 23. Some of the areas this lift station serves are: Fox Meadow, Kendall Lakes, North Pointe Trails, Palacio Gate (92 Acre, 119 lots to be developed across from Kendal Lakes).

Lift Station #3 Rehab and Expansion (\$570,000)

This project includes the rehabilitation of the wet well, piping and vales and replacement of the electrical equipment.

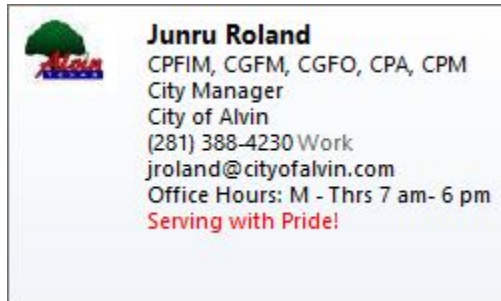
Waterline Improvement Phase 4 (\$2.4M)

Replacement of existing waterlines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive – will increase fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Waterline Improvement Phase 5 (\$407,000)

Replacement of existing waterlines in the area bounded by Stevenwood Lane, Kost Road, Rosharon Road, and the Alvin City Limits -- will increase fire flow capacity, improve water quality, and increase water system connectivity between the City's water plants.

Let me know if you have any questions.



CITY OF ALVIN, TEXAS
WATER & SEWER SYSTEM REVENUE BONDS, SERIES 2022
S&P “A+”
COUNCIL MEETS 1ST & 3RD THURSDAY OF THE MONTH (7:00PM)

Draft 4
5/2/2022

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	24	25	26	27	28
29	30	31				

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
24/31	25	26	27	28	29	30

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 3	Tuesday	Send first draft of Bond documents to the working group.	C, BC, FA
May 3	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
May 17	Tuesday	Comments due on first draft of Bond documents.	C, BC
May/Early June		Rating call with City Officials, Financial Advisor and S&P _____, _____ at _____.	
June 10	Friday	Send second draft of bond documents for comments.	C, BC
June 23	Thursday	Final comments due on second draft of bond documents.	FA
June 24	Friday	Receive S&P verbal rating.	All
June 28	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
June 28	Tuesday	Request CUSIPs for the Bonds.	FA
July 7	Thursday	Competitive bond sale (Bids received until 10:00am).	FA
July 7	Thursday	City Council meeting to approve and award the Bonds.	FA
July 8	Friday	Distribute draft of Final Official Statement (ñOSò).	All
July 13	Wednesday	Comments due on draft OS.	All

July 14	Thursday	Print and mail Final OS.	FA
July 28	Thursday	Deliver Bonds.	C, BC

Legend

City of Alvin

Bracewell LLP

USCA Municipal Advisors

Issuer (C)

Bond Counsel (BC)

Municipal Advisor (FA)



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Legal

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 22-R-18, authorizing the power of eminent domain to acquire an easement interest in certain property for a sanitary sewer easement; being a 0.8706-acre tract (whole property) for a 0.039-acre proposed permanent easement, for the construction and maintenance of a permanent sanitary sewer easement on certain real property described herein; authorizing the City Attorney, or her designee, and other city officials to take such actions as are necessary to acquire said property, located within the city, by donation, purchase, or by the exercise of the power of eminent domain; and for other matters related thereto.

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

Summary: In February 2022, the City began acquiring easements for the Lift Station 23 expansion project, with the assistance of LJA Engineering. On or about June 1, 2022, LJA informed the City that the owner of the parcel herein described, PCDF Properties, Inc., had been unresponsive to LJA's requests to purchase the easement. Based upon the appraisal, the property owner was offered \$5,894 for the required property rights. A final offer letter was sent to the property owner, via certified mail, as required by law, on May 16, 2022. In that letter, the property owner was advised that if they failed to accept within 14 days of receipt, the offer would be deemed as rejected, and that the City would initiate eminent domain proceedings. The "green card" showing proof of delivery was signed for on May 20, 2022, and no response was received. Therefore, the offer was deemed rejected.

In order to obtain the required easement, the City will now be required to obtain the sanitary sewer easement through condemnation/eminent domain proceedings. The City has contracted with Bobby Debelak, of McDowell Hetherington, LLP, to handle the condemnation proceedings. The first step is this Resolution authorizing these procedures.

Staff recommends approval of Resolution 22-R-18.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Resolution 22-R-18
- Exhibit A

Recommendation: Move to approve Resolution 22-R-18, authorizing the power of eminent domain to acquire an easement interest in certain property for a sanitary sewer easement; being a 0.8706-acre tract (whole property) for a 0.039-acre proposed permanent easement, for the construction and maintenance of a permanent sanitary sewer easement on certain real property described herein; authorizing the City Attorney, or her designee, and other city officials to take such actions as are necessary to acquire said property, located within the city, by donation, purchase, or by the exercise of the power of eminent domain; and for other matters related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 22-R-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE POWER OF EMINENT DOMAIN TO ACQUIRE AN EASEMENT INTEREST IN CERTAIN PROPERTY FOR A SANITARY SEWER EASEMENT; BEING A 0.8706-ACRE TRACT (WHOLE PROPERTY) FOR A 0.039-ACRE PROPOSED PERMANENT EASEMENT, FOR THE CONSTRUCTION AND MAINTENANCE OF A PERMANENT SANITARY SEWER EASEMENT ON CERTAIN REAL PROPERTY DESCRIBED HEREIN; AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, AND OTHER CITY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO ACQUIRE SAID PROPERTY, LOCATED WITHIN THE CITY, BY DONATION, PURCHASE, OR BY THE EXERCISE OF THE POWER OF EMINENT DOMAIN; AND FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council recognizes that a public convenience and necessity exists for the location, construction, operation, and maintenance of a sanitary sewer easement on certain real property described herein; and

WHEREAS, accordingly, the City Council hereby acknowledges that it is in the public's best interest to acquire a permanent sanitary sewer easement on certain property;

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

Section 1. The City Council hereby finds and determines that a public convenience and necessity exists for the construction of public road improvements on certain real property located in Brazoria County, Texas.

Section 2. The public convenience and necessity requires the acquisition of a permanent sanitary sewer easement by donation, purchase, condemnation, or otherwise, of certain real property located within the City and situated in Brazoria County, more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes, and more particularly described as follows:

Of 0.039 acres being out of Unrestrictive Reserve "B", Block 1, Alvin Retail Center according to the map or plat thereof recorded in Document No. 2008049410 of the Map Records of Brazoria County, Texas also being out of a called 0.8706 acres tract (Tract 1) of land conveyed by deed dated December 10,

2019 from PCDF ALVIN II, LLC, to PCDF PROPERTIES, LLC, as recorded in Brazoria County Clerk's File No. 2019061585 of the Deed Records of Brazoria County, Texas. Said 0.039 acres being out of the I.& G.N.R.R. Survey, Section 1, Abstract 400, Brazoria County, Texas.

Section 3. The City Attorney, or her designee, and other City officials are hereby authorized and directed, on behalf of the City to take such actions as are necessary to acquire the property interest, described in Exhibit "A", either by donation, purchase or the exercise of the power of eminent domain.

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

PASSED AND APPROVED on this 7th day of July 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman
City Attorney

EXHIBIT A

METES/BOUNDS DESCRIPTION – PROPOSED PERMANENT SANITARY SEWER EASEMENT

February 24, 2021
0.039 ACRES
I.&G.N. R.R. COMPANY SURVEY, SECTION 1, A-400
BRAZORIA COUNTY, TEXAS

15' SANITARY SEWER EASEMENT
PARCEL – 22

DESCRIPTION

Of 0.039 acres being out of Unrestricted Reserve "B", Block 1, Alvin Retail Center according to the map or plat thereof recorded in Document No. 2008049419 of the Map Records of Brazoria County, Texas also being out of a called 0.8706 acres tract (Tract 1) of land conveyed by deed dated December 10, 2019 from PCDF ALVIN II, LLC, to PCDF PROPERTIES, LLC, as recorded in Brazoria County Clerks File No. 2019061585 of the Deed Records of Brazoria County, Texas. Said 0.039 acres being out of the I. & G.N.R.R. Survey, Section 1, Abstract 400, Brazoria County, Texas and being more particularly described by metes and bounds as follows; (Bearings based on Texas State Plane Coordinate System, NAD83 South Central Zone – 4204)

COMMENCING at the intersection of the east line of State Highway 35 Bypass Loop (R.O.W. Varies Vol. 803, Pg.145, B.C.D.R.) with the north cut-back line of State Highway 6 (R.O.W. Varies), also being the most westerly southwest corner of Unrestricted Reserve "C" Home Depot Alvin according to the map or plat thereof recorded in Volume 24, Page 337 of the Map Records of Brazoria County, Texas;

THENCE North 08° 52' 55" East along the east line of said State Highway 35 Bypass Loop passing at a distance of 341.66 feet the northwest corner of Unrestricted Reserve "A" of said Home Depot Alvin same being the southwest corner of Unrestricted Reserve "A" of said Alvin Retail Center and continuing in all for a total distance of 401.93 to a point for the beginning of a curve to the left;

THENCE continuing along the east line of said State Highway 35 Bypass Loop and west line of said Alvin Retail Center with said curve having a radius of 3,039.93 feet, a central angle of 06° 25' 14", a chord bearing and distance of N 05° 42' 10" E – 340.48 feet and an arc length of 340.66 feet to a 5/8 inch iron rod found for the northwest corner of said Unrestricted Reserve "B" and said 0.8706 acres and being the **PLACE OF BEGINNING** of the herein described tract of land;

THENCE North 86° 39' 51" East a distance of 15.07 feet along the north line of said Unrestricted Reserve "B" and said 0.8706 acres to a point for corner;

THENCE in a southerly direction with a curve to the right having a radius of 3,054.93 feet, a central angle of 02° 06' 21", a chord bearing and distance of S 03° 31' 00" W – 112.27 feet and an arc length of 112.27 feet to a point for corner;

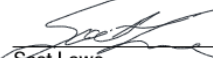
THENCE South 86° 37' 32" West a distance of 15.15 feet to a point for corner in the east line of said State Highway 35 Bypass Loop;

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1 of 2

February 24, 2021
0.039 ACRES
I.&G.N. R.R. COMPANY SURVEY, SECTION 1, A-400
BRAZORIA COUNTY, TEXAS

THENCE in a northerly direction along the east line of said State Highway 35 Bypass Loop with a curve to the left having a radius of 3,039.93 feet, a central angle of 02° 06' 59", a chord bearing and distance of N 03° 33' 02" E – 112.28 feet and an arc length of 112.29 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 0.039 acres or 1,684 square feet of land.

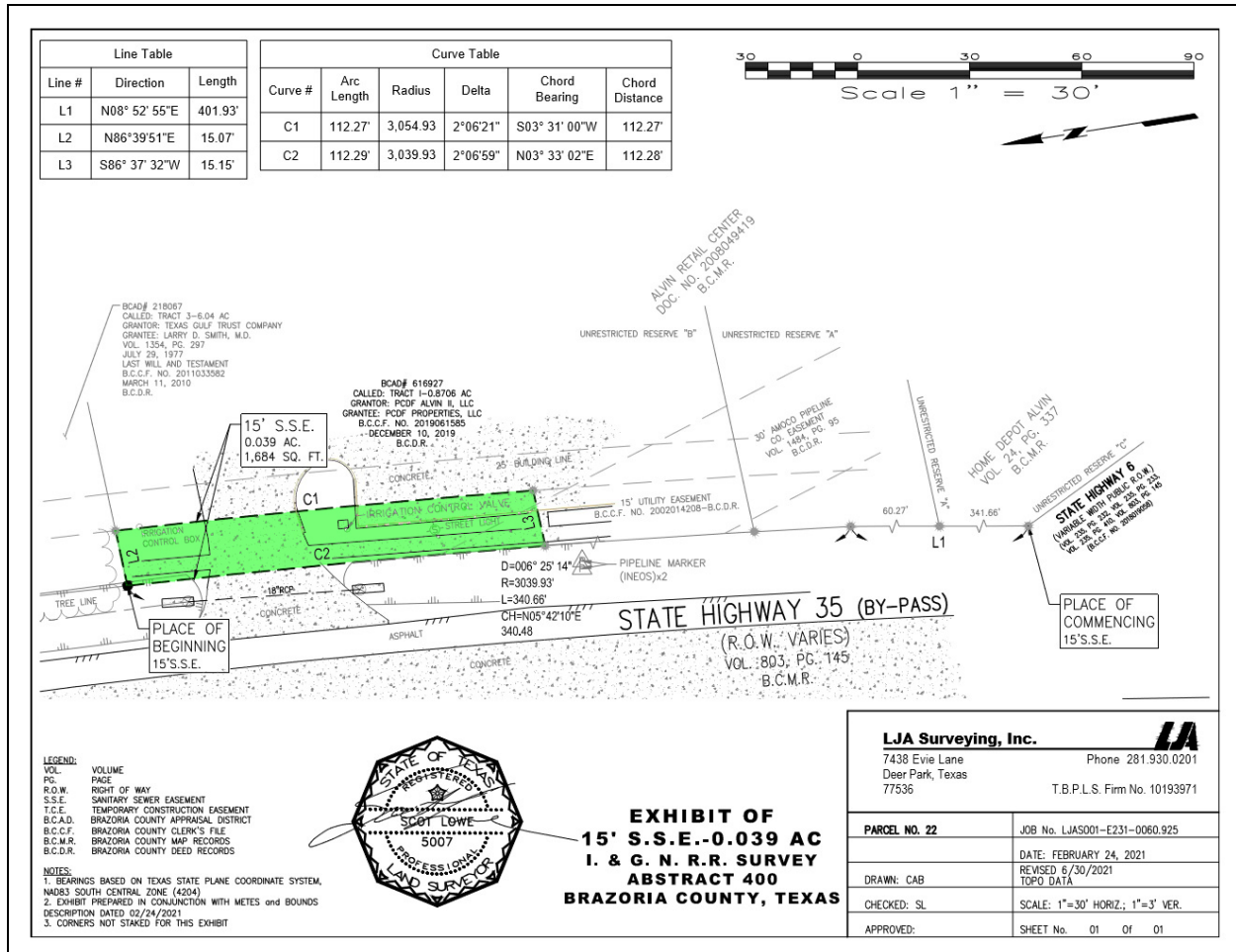
WITNESS MY HAND AND SEAL THIS THE 24TH DAY OF FEBRUARY, 2021


Scot Lowe
Registered Professional Land Surveyor
Texas Registration No. 5007
T.B.P.L.S. Firm No. 10193971
Description prepared in conjunction with Survey Exhibit LJAS001-E231-0060
Dated 02/24/2021. Corners not staked for this Exhibit.



P22_0.039AC.docx
2 of 2

SURVEY MAP – PROPOSED PERMANENT SANITARY SEWER EASEMENT



Green = Proposed Permanent Easement
Purple = Proposed Temporary Construction Easement

GOOGLE AERIAL MAP



Yellow = Subject Whole Property

Green = Proposed Permanent Easement

Note: The boundaries shown are approximate and not to scale.



AGENDA COMMENTARY

Meeting Date: 7/7/2022

Department: Administration

Contact: Junru Roland, City Manager

Agenda Item: Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2022-2023 (FY23), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY23 Annual Budget for the regular City Council meeting scheduled for Thursday, August 18, 2022, at 7:00 p.m.

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

Summary: Per the City Charter, the City Manager, between sixty (60) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the City Council a proposed budget, which shall provide a complete financial plan for the fiscal year. The Charter also states that at the meeting of the City Council at which the budget is submitted, the City Council shall fix the time and place of a public hearing on the budget.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/30/2022 SLH

Supporting documents attached:

- Hard Copies of the Proposed Budget will be provided to you at the Council Meeting.

Recommendation: Move to acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2022-2023 (FY23), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY23 Annual Budget for the regular City Council meeting scheduled for Thursday, August 18, 2022, at 7:00 p.m.

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: 7/7/2022

Department: Administration

Contact: Dixie Roberts, ACM/CS/PIO

Agenda Item: Discuss and consider logo and rebranding designs.

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

Summary: As part of the Strategic Plan adopted by the City Council in 2021, under Vision Element # 2, Community Appeal, staff was tasked with establishing a “brand” for the city that involved community input. Also, under Vision Element #2, staff was tasked with improving the visibility, content, and user friendliness of the city’s website. In preparation for the website redesign project, staff met with several vendors who are part of the cooperative purchasing network. CivicPlus is a well-known vendor within local governments because of their specific knowledge in creating websites that are organized and structured in a way that helps to better inform and empower users. In our discussions with CivicPlus, rebranding and how this component could fit within the scope of work were discussed. They took an interest in the possibility of expanding their services by also spearheading the rebranding efforts, in addition to the redesign of the website. They asked that they be allowed to use Alvin’s rebranding endeavors as a selling point to other cities. Also included as part of the package presented by CivicPlus was the use of Civil Space, an online engagement tool to help gather much-needed and desired input from our community. The total price of the website redesign, logo/rebranding, and community engagement tool came in below the bidding threshold of \$50,000 (a great value) and paid for by funds received and allocated through the American Rescue Plan Act (ARPA). Staff began brainstorming sessions with the design team on the culture and history of the Alvin community. The team focused on the historic train depot, the current logo design/branding used by the Alvin CVB, and the possibility of creating a complementary concept to tie these together. The team also discussed the agricultural component of the community as well as the oak tree used in the current logo. The CivicPlus graphic designer drafted several black and white designs, consulted with staff, and then modified the designs from the feedback given. Staff then presented the logo designs to the community through the online engagement tool ([Civil Space](#)) in the form of several community surveys.

Survey Results:

[Round 1 Survey](#) – train concept

[Round 2 Survey](#) – agricultural concept

[Round 3 Survey](#) – seals and letter “A” involved design

[Round 4 Survey](#) – top votes received from Rounds 1-3

[Round 5 Survey](#) – submitted by local graphic artist(s)

The Round #5 Survey was not initially planned but was initiated after staff unexpectedly received designs from two independent local graphic artists.

Included in your packet are the comments received from each survey. Many of the comments relate to keeping the city’s current logo in place. This logo was included in Round #4 Survey and ranked number four (4) out of the five (5) presented in that survey.

If City Council decides to go with one of the logo/rebranding designs submitted, the design team will then be tasked with adding a color pallet to the design selected. It has been suggested that we go with a maroon/black/white color pallet to match the colors found at the Historic Train Depot, in the CVB logo, and in the AISD and ACC logos/branding. Once colors are added in, a final design will be brought to City Council for final approval. After which, the redesign of the city's website can begin.

If a new logo is selected, there will be some minimal costs associated with the replacement of logos on fleet vehicles and the like. These can be replaced over time while following the current replacement schedule.

Considerations:

- Is there interest in moving forward with the selection of a new logo/rebranding design, or is the collective preference to keep the logo design currently in place?
- If City Council is inclined to move forward with the selection of a new logo/rebranding design, a discussion and decision on the design of choice are needed.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/29/2022 SLH

Supporting documents attached:

- Summary of top logo results
- Survey comments
- Links to each survey are listed in the body of this Agenda Commentary (*click on link to view survey*)

Recommendation:

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

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

Logo / Rebranding



- Project was part of the Strategic Plan adopted in 2021
 - Vision Element #2 Community Appeal
 - Establishing a “brand” for the city
 - Redesign of website / Logo Rebranding and Public Engagement Tool funded with ARPA Funds allocated to the City

Logo / Rebranding



Round 1 Survey – train concept

- 433 Responses

Round 2 Survey – agricultural concept

- 1,102 Responses

Round 3 Survey – seals and letter “A” involved design

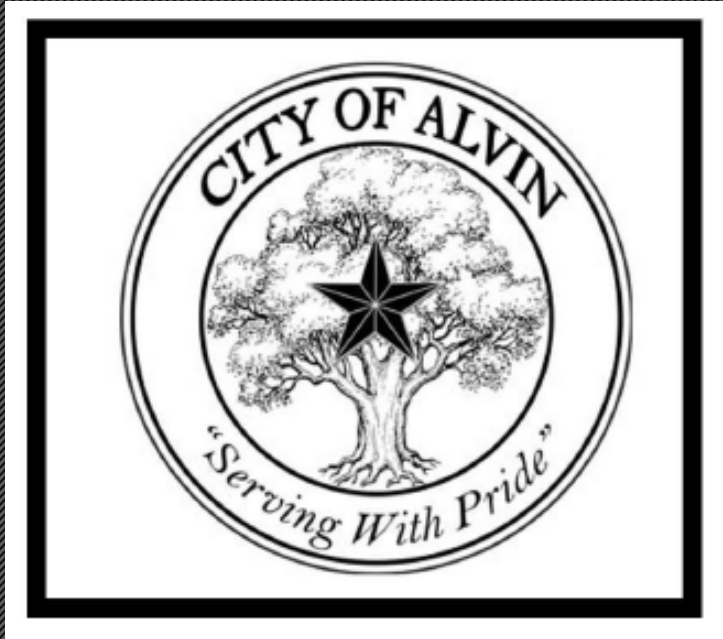
- 347 Responses

Round 4 Survey – top votes received from Rounds 1-3

- 457 Responses

Round 5 Survey – submitted by local graphic artist(s)

- 721 Responses



City of Alvin Logo Rebranding

Top Results from Surveys #4 & #5



Logo 3F

Rank:
1st at 27.79%
2nd at 24.29%
3rd at 23.63%
4th at 16.41%
5th at 7.88%

Scored: 2.52

Logo 3F was ranked as the top response from survey #4 for number one in the numerical order response when asked to put the logos in order from favorite to least favorite out of 457 responses.

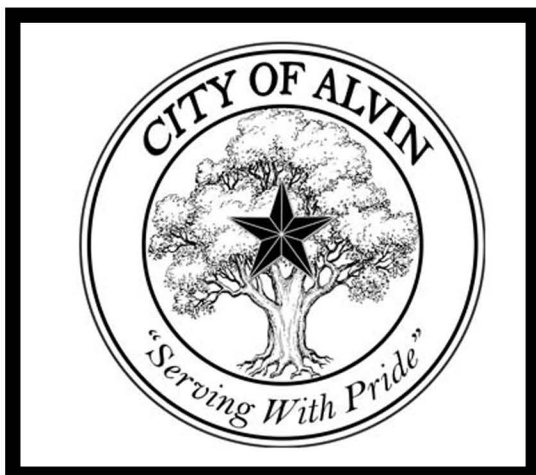


Logo E

Rank:
1st at 39.81%
2nd at 23.58%
3rd at 19.00%
4th at 8.74%
5th at 5.41%
6th at 3.47%

Scored: 2.27

Logo E was ranked as the top response from survey #5 for number one in the numerical order response when asked to put the logos in order from favorite to least favorite out of 721 responses.



Logo 3H

Rank:
1st at 24.07%
2nd at 23.85%
3rd at 18.82%
4th at 17.94%
5th at 15.32%

Scored: 2.77

Logo 3H was ranked as top response from survey #4 for ranking two in the numerical order response when asked to put the logos in order from favorite to least favorite out of 457 responses.



Logo A

Rank:
 1st at 24.69%
 2nd at 18.59%
 3rd at 16.64%
 4th at 22.05%
 5th at 11.93%
 6th at 6.10%

Scored: 2.96

Logo A was ranked as top response from survey #5 for ranking two in the numerical order response when asked to put the logos in order from favorite to least favorite out of 721 responses.



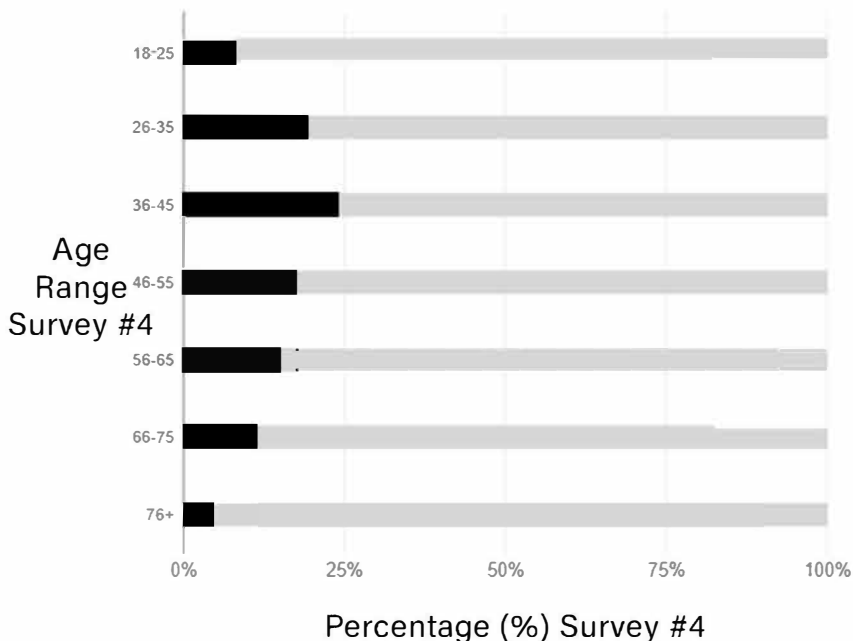
Logo 4B

Rank:
 1st at 22.32%
 2nd at 14.44%
 3rd at 21.44%
 4th at 19.26%
 5th at 22.54%

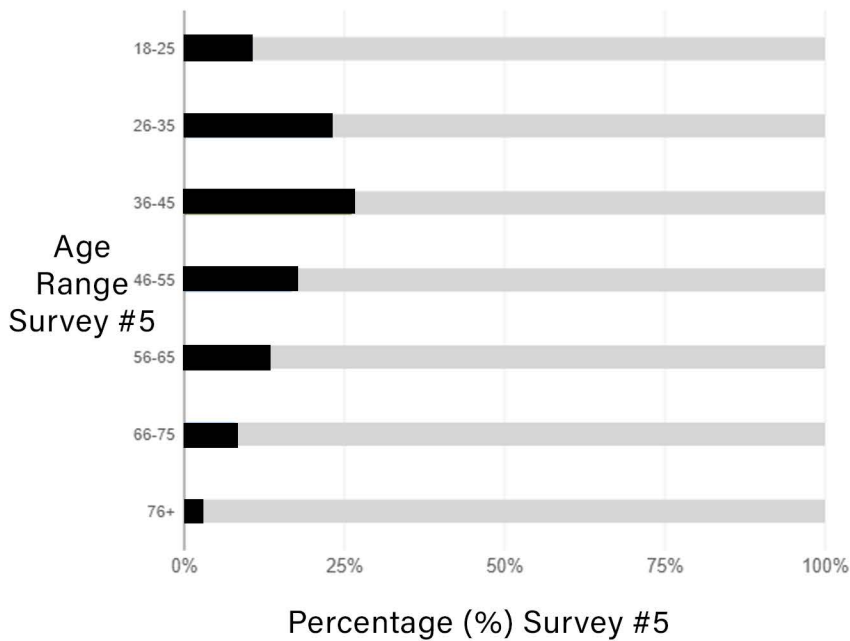
Scored: 3.05

Logo 4B was ranked fourth from survey #4 in the numerical order response when asked to put the logos in order from favorite to least favorite out of 457 responses.

Age Range Response



In survey #4 the age range 36-45 had the highest response with 24.07%, which means 110 people out of the 457 were in this range. The age range 26-35 was the second highest percentage with 19.26%, which means 88 people out of 457 were in this range. The lowest range was 76+ at a response of 21 people out of 457.



In survey #5 the age range 36-45 had the highest response with 26.07%, which means 188 people out of the 721 were in this range. The age range 26-35 was the second highest percentage with 23.02%, which means 166 people out of 721 were in this range. The lowest range was 76+ at a response of 17 people out of 721.

Summary

The logos have been placed in the most popular order of favorite to least favorite based on the response from 457 people in survey #4 and 721 people in survey #5. It has also been put into the ordered it was scored at with the lowest number being a better position. Logo 3F received the most responses for position one, at a percentage of 27.79%, and 127 people placing it as their favorite in survey #4. Logo E received the most responses for position one, at a percentage of 39.81%, and 287 people placing it as their favorite in survey #5. Logo 3H was second with a percentage of 24.07%, which means 110 people ranked it as their favorite out of 224 in survey #4. Logo A was second with a percentage of 24.69%, which means 178 people ranked it as their favorite out of 721 in survey #5. Logo 2A received the lowest ranking at position one with a 9.41% , meaning only 43 people respond with that logo as their favorite out of 457 in survey #4. Logo C received the lowest ranking at position one with a 5.83%, meaning only 42 people respond with that logo as their favorite out of 721 in Survey #5.

Round 2 Survey Comments

process.

May 18, 2022

Logo A is crisp and clear...but I would capitalize the T in Texas
May 18, 2022

I like the idea of logo b, but the way it is done it looks more like "Celvin"
May 18, 2022

I like the 2nd logo but not the leafage on the A. The font face is nice, but I would use the L or I to incorporate the greenery. Perhaps even a bluebonnet silhouette since those always bloom in the Springtime in the City.
May 18, 2022

Logo D
May 18, 2022

Though I like the cursive writing, I fear it is becoming obsolete.
May 18, 2022

Personally, I prefer the current logo. People identify with the beautiful Oak trees in our city. Please do not change it!
May 18, 2022

I like the train ones way better then these
May 18, 2022

Overall, I don't like any of these logos.
May 18, 2022

I like the choice of fonts and sizing, but will adding color make a difference with knowing that it is supposed to be rice if you don't know Alvin's history? Also I like the "texas" from my 2nd place choice instead of the "TEXAS" from my 1st choice. Thank you.
May 18, 2022

3&4 are way to cluttered and shouldn't be used at all
May 18, 2022

A
May 18, 2022

None. Is this the best that can be done with that huge amount of money?
May 18, 2022

None
May 18, 2022

Capitalize the "T" in texas on logo A
May 18, 2022

4th
May 18, 2022

process.

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Round 3 Survey Comments

[← Back](#)

Comments: (Optional)

This is such a needless waste of money. The current logo is good. Everything with a logo will have to be replaced. Such an irresponsible waste of resources.
Jun 4, 2022

Do away with D, A, C and B all together. Looks like the 90's...ugly!
Jun 3, 2022

I don't understand, all the extra A's? Why have an A in front of the word Alvin. A Alvin Texas. It looks ridiculous, in my opinion.
Jun 3, 2022

3-8 🗨️🗨️
Jun 3, 2022

Definitely no to the train. Logo E is the worst one. Looks so strange. Not a fan of the extra A on the logos. I would give more choices with just the A in Alvin.
Jun 2, 2022

5 thru 8 are terrible
Jun 2, 2022

How about we stop wasting taxpayer money and re-branding which would require us to redo every single truck for the city police officer badge is an entrance signs and use our tax dollars for things that actually matter to the city like sidewalks and roads
Jun 2, 2022

The negative space logo and variations with the text doesn't represent anything about the city, at most it has a feel of a cheap pop-up church logo. The three icons inside the circle all together in one is too much to read, confusing to understand at a glance, and won't work scaled up and down for different applications whether that's print or digital. The logo option with the tree is good but that much gradient and shading/detail in the tree like the three parts logo will be tough to read when scaled down on digital and won't prove well when printed for papers or apparel. The script A logo feels simple which is useful for a citywide application but feels somewhat dated, nonspecific. The logo containing the Texas is the simplest, most straightforward logo of the group that reads well at any size and is the most straightforward. It may not lean toward the agricultural or transportation themes from the previous polls but it's the most legible design-wise of the group.
Jun 2, 2022

Logo F or Logo G
Jun 2, 2022

Logo F is my top pick but have the state of Texas picture in Logo F replaced with Logo H. Remove the star in the middle of Logo H.
Jun 2, 2022

Honestly these are all ugly. Well the first one I choose is good but kinda busy.
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Round 4 Survey Comments [Back](#)

Comments: (Optional)

4,5,3,1,2
Jun 11, 2022

Interesting
Jun 10, 2022

Why waste the \$\$\$\$
Jun 10, 2022

Click & drag doesnt work well Its the most stupid thing you have done
Our tax money at waste
Jun 10, 2022

Keep it the same.... Why spend more money to do this?
Jun 10, 2022

STOP WASTING MONEY AND LEAVE IT ALONE!!!!!!!!!!!!!!!!!!!!!!
Jun 10, 2022

First the existing logo is fine and this is a waste of taxpayer money.
Second, 1E is a direct rip off of the Chamblee GA logo as well as every
other southern small town that owes its existence to a railroad.
Jun 10, 2022

Do not change logo. Current logo best describes Alvin; save money.
Jun 9, 2022

3H-don't like the tagline 4B-wish it had year 2A-wish the "i" was made
if the oak tree
Jun 8, 2022

No need to change the logo
Jun 8, 2022

Nothing beats the original
Jun 8, 2022

Maybe use some stars and stripes in thr logo
Jun 8, 2022

While the tree ones are not bad, so many neighboring towns have tree
logos that I think it would be a bad decision from a branding point of
view. The rice one is the worst, though.
Jun 8, 2022

Letting the public choose a logo instead of hiring and trusting a skilled
graphic designer is a really bad way to choose a logo. General public is
not educated in logo design and what makes for a good logo and what
doesnt. The general public will choose something that is trendy , not
something that will carry the brand of the city for many years to come.
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ROUND 5 SURVEY COMMENTS[← Back](#)**Comments: (Optional)**

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Jun 27, 2022

Keep the logo we have.
Jun 26, 2022

I like the current logo too
Jun 25, 2022

Logo D and E are the same, is it unreasonable to have one be the primary and the other the alternate? The NHL and other major sporting leagues do that on jerseys with one logo being on the chest and another being on the shoulder we should certainly consider that for hats vs shirts vs businesses etc.
Jun 24, 2022

Top 3 or ok bottom 3 not good. Might try again.
Jun 24, 2022

Number 6
Jun 24, 2022

Leave it alone. Like what we have
Jun 24, 2022

6 speaks to the origins, but trains are more of a bane now. Why do we have to rebrand?
Jun 23, 2022

6th choice looks like it should be on a license plate; 5th choice is non-descript (what a waste)
Jun 23, 2022

Na
Jun 23, 2022

None of them they don't say anything about Alvin
Jun 22, 2022

I like the current logo the best and think you should keep it!
Jun 22, 2022

The logo should convey charming information/emotional ties of the town. The tree and train logos do this very well. Train would be my favorite due to being the most significant symbol, but it looks poorly executed.
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Train one is way to hard to actually realize what it is

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