

NOTICE OF PUBLIC MEETING (Amended)

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, April 9, 2015 at 7:00 P.M.** in the **Council Chambers** located on the 2nd floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. SPECIAL PRESENTATIONS

A. Mayor to present proclamation declaring April 9, 2015 as Brazoria County Head Start Early Learning Day

B. Mayor to present proclamation declaring April 19-25, 2015 as Crime Victims' Rights Week

5. APPROVAL OF MINUTES

A. Approve minutes of the March 19, 2015 Regular City Council meeting.

6. PETITIONS OR REQUESTS FROM THE PUBLIC

Speakers may be limited to 2, 3 or 5 minutes according to Section 2-24 of the Code of Ordinances, City of Alvin, Texas. State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from Council Chambers.

7. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

8. PUBLIC HEARING - NONE

9. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

All items listed under the Consent Agenda are considered to be routine, and require little or no deliberation by City Council. These items will be enacted/approved by one motion unless a Council member requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action. Approval of the Consent Agenda enacts the items of legislation and authorizes implementation of other items.

A. Consider Ordinance 15-K; annexing a 43.24 acre tract, more or less, located along East Highway 6 in Brazoria County, Texas (Frank's Casing Alvin) into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date; second reading.

B. Consider authorizing the City Manager to send a letter of authorization to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2015 season.

10. MATTERS REMOVED FROM CONSENT AGENDA**11. OTHER BUSINESS:**

Council may approve, discuss, refer, or postpone items under Other Business.

- A. Consider Ordinance 15-L; authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto on first and final reading. *(wording amended on 4/6/15 3:00 p.m.)*
- B. Consider Resolution 15-R-10; finding that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint) statement of intent to increase rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.
- C. Consider approval of final payment of project close out costs, including change orders, in an amount not to exceed \$7,788.21 to Jamail & Smith for the Briscoe and National Oak Park pavilions.
- D. Consider the purchase of a new ambulance; replacing Unit #697, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, in an amount not to exceed \$86,700.00.
- E. Consider the continuation as a jurisdictional participant in the Brazoria County, Community Development Block Grant (CDBG), HOME, and Emergency Services Grant (ESG) program; authorizing the amendment to the 2009 Brazoria County Coop agreement.

12. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of April 23, 2015.
- B. Items of Community Interest.

13. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

14. ADJOURNMENT

I hereby certify that this **Amended** Public Notice was placed on the Official Bulletin Board at City Hall on Monday, April 6, 2015 at 3:00 p.m.



A handwritten signature in blue ink that reads "Dixie Roberts".

Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the _____ day of _____, 2015, at _____ a. /p.m.

Dixie Roberts, City Clerk

**** 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).**

If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or droboterts@cityhall.cityofalvin.com. Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the National Head Start Program is now in its 50th year of success in meeting the needs of low-income children and their families; and

WHEREAS, Brazoria County Head Start Early Learning Schools has been serving birth to five children and families in Brazoria County for over 40 years; and

WHEREAS, Brazoria County Head Start Early Learning Schools has established itself as the foremost early childhood development program at the local and, the State of Texas as well as nationally; and

WHEREAS, to achieve its goals, Brazoria County Head Start Early Learning Schools is responsible for comprehensive services including education, nutrition, health, mental health service, and transportation; and

WHEREAS, to promote school readiness, Brazoria County Head Start Early Learning Schools recognizes the value of preparing children to be school ready and life; and

WHEREAS, in addition to focusing on the needs of children, Brazoria County Head Start Early Learning Schools involves the parents in the education of their own children, in decision making for the program, and hires many qualified parents as Head Start staff; and

WHEREAS, Brazoria County Head Start Early Learning Schools staff recognize the remarkable strengths and courage of families as they provide the best for their children; and

WHEREAS, Brazoria County Head Start Early Learning Schools is a cost effective family focused program that is enriched by strong community collaborations; and

NOW, THEREFORE, I, Paul A. Horn, Mayor of the City of Alvin, Texas and on behalf of the Council on April 9, 2015 do hereby proclaim an official recognition of Brazoria County Head Start Early Learning Schools in its 50th Head Start Celebration.

WITNESS my hand and seal this the 9th day of April, 2015.

Paul A. Horn, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** Americans are the victims of more than 26 million crimes each year, 1 and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and
- WHEREAS,** many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, Deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and others; and
- WHEREAS,** the entire community has a role to play. Involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of under- and unserved victims who seek assistance and justice; and
- WHEREAS,** engaging victims' communities and learning from leaders about their unique needs helps service providers foster a supportive and culturally relevant atmosphere in which victims seek help and healing; and
- WHEREAS,** incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime; and
- WHEREAS,** victims know best how to direct and manage their own lives, and true recovery from crime will incorporate a victim's cultural, religious, economic, social, and personal interests; and
- WHEREAS,** with the full weight of their community and victim service providers behind them, survivors will feel empowered to face their grief, loss, fear, anger, and shame, without fear of judgment and will feel understood and worthy of support; and
- WHEREAS,** National Crime Victims' Rights Week, April 19-25, 2015, is an opportune time to commit to ensuring that all victims of crime—even those who are challenging to reach or serve—are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and
- WHEREAS,** the City of Alvin is hereby dedicated to building partnerships with trusted sources of support, including community leaders, religious groups, schools, and other agencies to better reach and serve all victims of crime, no matter their community.

Now, therefore, I, Paul A. Horn, as Mayor of the City of Alvin and on behalf of the City Council, do hereby proclaim the week of April 19-25, 2015, as Crime Victims' Rights Week and reaffirm this City's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

WITNESS my hand and seal this
9th day of April, 2015.

Paul A. Horn, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY MARCH 19, 2015
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 and Executive Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson. Also present: Junru Roland, Interim City Manager; Bobbi Kacz, City Attorney and Dixie Roberts, City Clerk. *Absent: Councilmember Terry Droege.*

INVOCATION

Mayor Horn gave the invocation.

PLEDGE OF ALLEGIANCE

Council member Stuksa led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge of Allegiance to the Texas Flag.

SPECIAL PRESENTATION

Mayor Horn read a proclamation proclaiming the month of April, 2105 as Fair Housing month.

APPROVAL OF MINUTES

Approve minutes of the February 26, 2015 Special City Council meeting

Council member Reed moved to approve the special City Council meeting minutes of February 26, 2015. Seconded by Council member Richards motion to approve carried on a vote of 6 Ayes.

Approve minutes of the March 5, 2015 Regular City Council meeting

Council member Adame moved to approve the regular City Council meeting minutes of March 5, 2015. Seconded by Council member Arendell motion to approve carried on a vote of 6 Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Dan Kelinske, Parks & Recreation Director reviewed the upcoming activities for the last weekend in March, including the Music Festival and Little League opening ceremonies. He also reminded citizens to take advantage of no charge unbundled bulk collection through Progressive Waste and that the spring cleanup will still be held on Sat. May 9, 2015 from 8:00 a.m. to 1:00 p.m. at Briscoe Park.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

PUBLIC HEARINGS

There were no public hearings.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

- A. Consider Ordinance 15-I amending the City of Alvin 2014-2015 Fiscal Year Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit "A"; second reading.
- B. Consider authorizing Judge Donna Starkey and Judge Bill Pannell to attend the Legislative Update educational training in Houston, Texas.

Council member Adame moved to approve the items on the consent agenda. Seconded by Council member Stuksa; motion to approve carried on a vote of 6 Ayes.

MATTERS REMOVED FROM CONSENT AGENDA

There were no items removed.

OTHER BUSINESS

Presentation by Belt, Harris, Pechacek, LLP of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2014; and Council's acknowledgment of receipt of the CAFR.

As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLLP, for the fiscal year ended September 30, 2014. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion of the financial records. For Fiscal 2014, the City received an unmodified opinion from the auditors -- which is the highest form of assurance that our financial statements "give a true and fair view" of the City's financial position. Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor's opinion must be filed with the City Clerk within 180 days after the last day of the fiscal year. The CAFR, which includes the auditor's opinion, will be presented to the Mayor and City Council; and to the City Clerk for filing. Stephanie Harris from Belt Harris Pechacek, LLLP will present the report.

Stephanie Harris, with Belt, Harris, Pechacek gave a brief presentation regarding the audit performed and presented the CAFR.

Mr. Roland, Interim City Manager thanked members of the finance department for their hard work and dedication: Florence Chapa, Controller; Maria Aguirre, Senior Accountant; Ofelia Vasquez, Accounting Clerk; Bret Oliver, Finance Specialist; and Tina Ortiz, Accounts Payable. He also thanked Stephanie Harris and the firm for their hard work.

Council member Arendell moved to acknowledge receipt of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2014. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Consider the appointment of Belt, Harris, Pechacek, LLP as the City's auditors for the year ending September 30, 2015, and authorize the Mayor to sign the Auditor's Engagement Letter.

Chapter 103 of the Local Government Code requires cities to have its records and accounts audited and a financial statement prepared based on the audit, annually. Belt Harris Pechacek, LLLP has served as the City's auditors for several years, and has an excellent working relationship with management and staff. Their base estimated fee for a financial statement audit is \$35,355; with an additional estimated fee of \$7,000, if the City requires a single audit. A single audit is additional auditing procedures that are required if a city receives and expends over \$500,000 of federal funds in a fiscal year. Funding for the 2014-15 audit engagement will come from funds budgeted in accounts 111-9001-00-3110 and 211-9002-00-3110

Council member Arendell moved to appoint Belt, Harris, Pechacek, LLP as the City's auditors for the year ending September 30, 2015, and authorize the Mayor to sign the Auditor's Engagement Letter. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

Consider Ordinance 15-K annexing a 43.24 acre tract, more or less, located along East Highway 6 in Brazoria County, Texas (Frank's Casing Alvin) into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date; first reading.

Keith Mosing of Mosing Land & Cattle Co. of Texas petitioned the City to annex this property where Frank's Casing Alvin is located for his expanded business. Public hearings regarding the annexation were held on February 19, 2015 and February 26, 2015. This ordinance will finalize the annexation upon passage of the second reading.

Council member Reed asked what cost would be incurred by the city. Mr. Roland stated there would be no cost to the city; the utilities are already in place. Upon completion of the annexation process, the property will then be added to the tax roll.

Council member Thompson moved to approve Ordinance 15-K annexing a 43.24 acre tract, more or less, located along East Highway 6 in Brazoria County, Texas (Frank's Casing Alvin) into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date on *first reading*. Seconded by Council member Arendell motion to approve carried on a vote of 6 Ayes.

Consider Resolution 15-R-09 in opposition of Senate Bill (SB) number 182, House Bill (HB) number 365, Senate Bill (SB) number 156, Senate Joint Resolution number (SJR) 14, House Bill (HB) number 957, House Joint Resolution (HJR) number 71, and any other legislation of the 84th Texas legislature, regular session, that would limit the ability of the City of Alvin, to provide services to its residents and businesses.

SB 182 and its companion bill, HB 365, lowers the property tax rollback rate for a city from 8% to 4%, with the exception for a city located in an area declared a disaster area by the governor or the President of the United States, during the current tax year, and provide that a city must hold a ratification election to adopt a tax rate that exceeds the 4% rollback rate. SB 156 reduces the property tax appraisal cap on homesteads from 10% to 5%; authorizes a county commissioners court to call an election to increase the homestead appraisal cap for all taxing jurisdictions in the county back to a percentage between 6 and 10; and prohibits a subsequent election from occurring for that purpose for 10 years after such an election is held --thereby ignoring market conditions and limiting the homestead appraisal cap for an extended period of time. SJR Bill Number 14 and HJR 71 provides the state authority to effectuate SB 156 and HB 957 respectively. HB 957 reduces the property tax appraisal cap on residence homesteads from 10 % to 5%.

Mr. Roland, Interim City Manager stated that the bills presented would open the door for the state to influence local budget decisions. Decisions affecting local governments should be made by the local elected officials (city council). The bills would also jeopardize the City's ability to fund services to Alvin residents. As this community grows, the cost to service the community will also continue to grow. The proposed bills would also limit the City's ability to fund economic incentives to attract new businesses to our city through property tax abatements; affecting job growth in our region. The State currently has legislation in place to cap a city's property tax rate. The State gives municipalities the option to increase their sales tax rate to offset increases in the property tax rate. In 1992, the citizens of Alvin approved adding an additional ½-cent to the sales tax rate to offset increases in the property tax rate. As a result, when the city's rollback rate is calculated, it is subsequently reduced by a % of the City's additional sales tax; that was approved by the voters.

Council member Reed moved approve Resolution 15-R-09 in opposition of Senate Bill (SB) number 182, House Bill (HB) number 365, Senate Bill (SB) number 156, Senate Joint Resolution number (SJR) 14, House Bill (HB) number 957, House Joint Resolution (HJR) number 71, and any other legislation of the 84th Texas legislature, regular session, that would limit the ability of the City of Alvin, to provide services to its residents and businesses. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Receive and acknowledge the monthly financial report for February, 2015.

Council member Thompson moved to receive and acknowledge the monthly financial report for February, 2015. Seconded by Council member Stuksa motion to approve carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGERReview preliminary list of items for the Council meeting of April 9, 2015.

Mr. Roland reviewed the preliminary list for the April 9, 2015 City Council meeting.

Announcements/Items of Community Interest

Mr. Roland encouraged citizens take advantage of the unbundled bulk collection services being offered through Progressive Waste.

REPORTS FROM COUNCILMEMBERS

Pursuant to S.B. No. 1182, City Councilmembers may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

Council member Arendell thanked the finance department for their hard work and dedication. He also thanked Dan Kelinske, Parks and Recreation Director and his staff for their work on the parks.

Council member Adame thanked the finance department and Mr. Roland for the work done on the audit. He asked that staff look into a contract for the use of an additional street sweeper to help clear the debris on city streets. He also asked if there were plans in the near future to clean the overpass at SH 6 and SH35. Currently it is covered in mold and is aesthetically displeasing.

Council member Stuksa complimented the finance department for their work. He also asked staff to look into the compilation of cars at 2022 South Gordon.

EXECUTIVE SESSION

The City Council will convene into a closed executive meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

1. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing; City Manager Search.

Mayor Horn adjourned to Executive Session at 7:32 p.m.

Mayor Horn reconvened to Open Session at 8:42 p.m.

ADJOURNMENT

Council member Thompson moved to adjourn the meeting at 8:42 p.m. Seconded by Council member Adame motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Discussion Date: 03/19/2015

Approval Date: 04/09/2015

Submitted By: Bobbi J. Kacz

SUBJECT:

Consider Ordinance 15-K; annexing a 43.24 acre tract, more or less, located along East Highway 6 in Brazoria County, Texas (Frank's Casing Alvin) into the corporate limits of the City; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date; second reading.

DISCUSSION:

Keith Mosing of Mosing Land & Cattle Co. of Texas petitioned the City to annex this property where Frank's Casing Alvin is located for his expanded business. Public hearings regarding the annexation were held on February 19, 2015 and February 26, 2015. This ordinance will finalize the annexation upon passage of the second reading.

RECOMMENDATION:

Move to approve Ordinance 15-K.

ATTACHMENTS:

- | | |
|-------------------------------|----|
| 1. Ord. 15-K with attachments | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com,
c=US
Date: 2015.03.10 17:02:35
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.03.10 17:02:49 -05'00'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.03.12 08:22:34 -05'00'

City Manager

ORDINANCE NO. 15-K

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING A 43.24 ACRE TRACT, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas, (the “City”) is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the territory, as hereinafter described, made written request for the City to annex such territory in compliance with the *Texas Local Government Code* and Section 5 of Article I of the City Charter;

WHEREAS, the territory, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council heard and has decided to grant said request;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Texas Local Government Code*;

WHEREAS, said hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of such public hearings was published in a newspaper of general circulation within the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings; now, therefore,

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

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

Section 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

All that certain tract or parcel of land being 43.24 acres, more or less, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 in Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

Section 6. That the Annexed Property shall be assigned to Council District B.

Section 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Tex. Loc. Gov’t Code*.

Section 9. That 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, *Chapt. 551, Tex. Gov’t Code*.

PASSED and APPROVED on first reading on the 19 day of March 2015.

PASSED and APPROVED on second and final reading on the day of 2015.

ATTEST:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

EXHIBIT "A"

**Petition for Annexation with
Description of Property**

FRANK'S INTERNATIONAL

10260 Westheimer, Suite 700

Houston, TX 77042

(281) 966-7300

(800) 827-6020



December 4, 2014

Via FedEx 7720 9039 6516

Michelle H. Segovia, P.E., CFM
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

RE: Revised Annexation Petition for Frank's Casing Alvin

Ms. Segovia,

Please see enclosed revised Annexation Petition for Frank's Casing Alvin.

Please do not hesitate to contact us should you have any questions or if any further information is needed.

Regards,

A handwritten signature in blue ink that reads "Sue Ellen Hill". The signature is written in a cursive style and is positioned above the printed name.

Sue Ellen Hill
Legal Assistant

STATE OF TEXAS

§
§
§

COUNTY OF BRAZORIA

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows,:

All that certain tract or parcel of land being 43.24 acres, more or less, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 in Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 2nd day of December 2014, with the City Clerk of the City of Alvin, Brazoria County, Texas.

Petitioner: Mosing Land & Cattle Co. of Texas, L.L.C.

By: *Keith Mosing*
Keith Mosing, Sole Manager

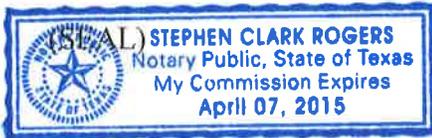
Mosing Ventures, LLC

By: *Keith Mosing*
Keith Mosing, President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Keith Mosing, Sole Manager of Mosing Land & Cattle Company of Texas, L.L.C. and President of Mosing Ventures, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

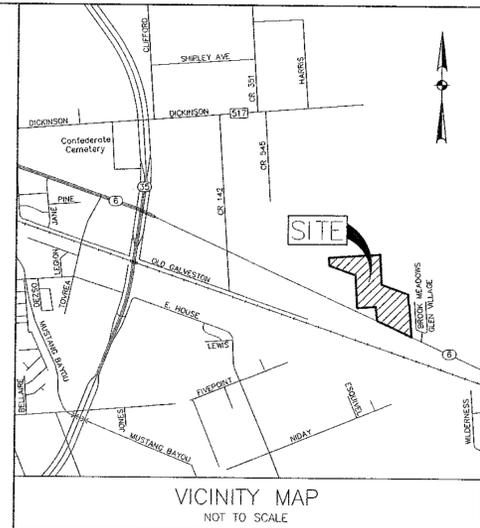
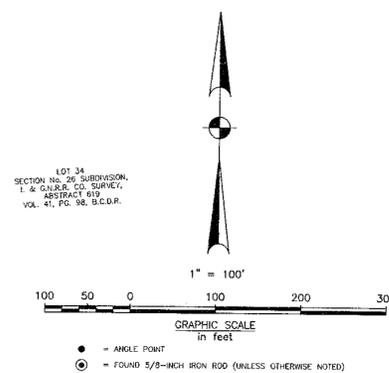
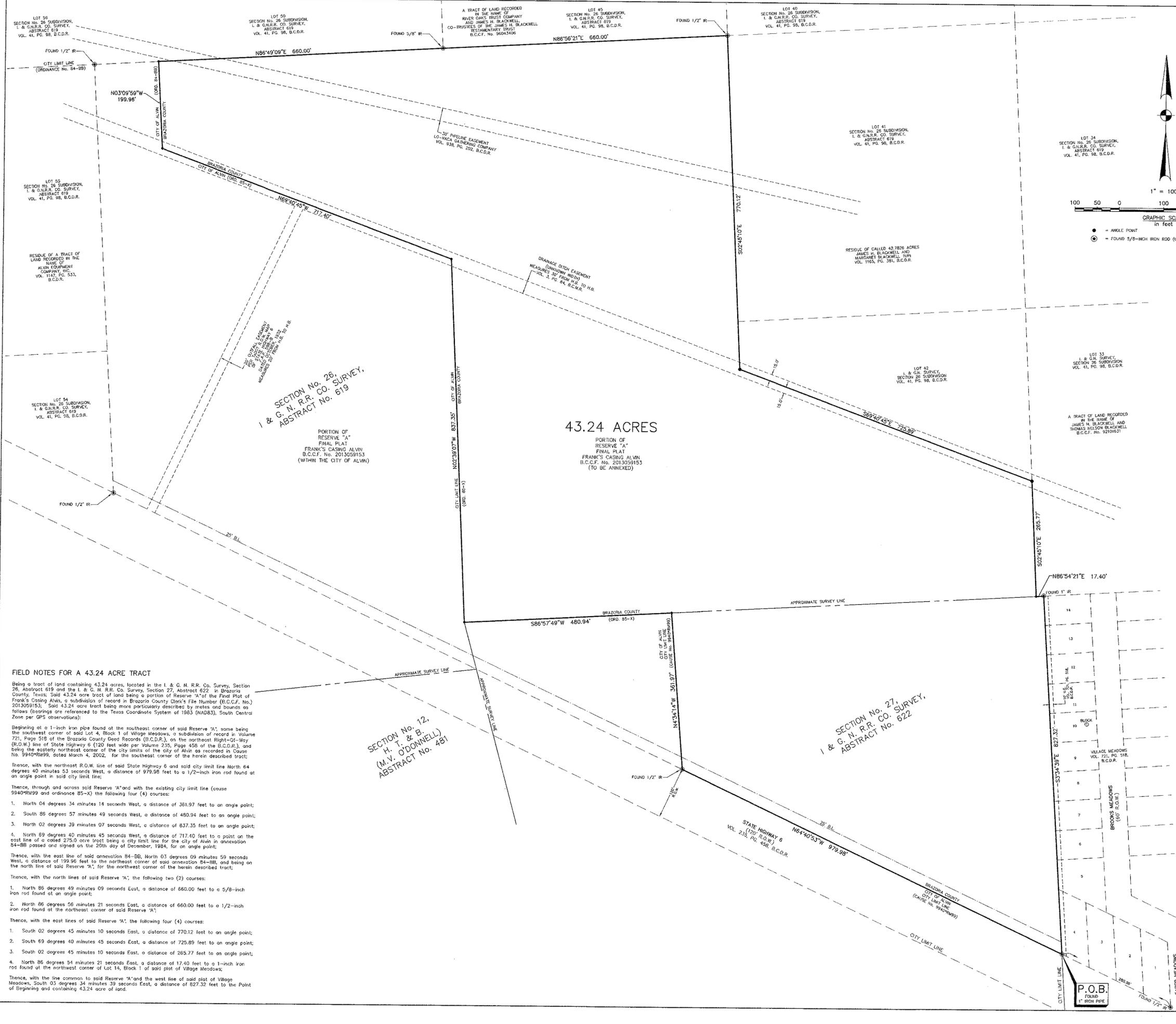
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2nd day of December 2014.



Stephen Clark Rogers
Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY



43.24 ACRES

SECTION No. 26,
I & G. N. R. R. CO. SURVEY,
ABSTRACT No. 619
PORTION OF
RESERVE "A"
FINAL PLAT
FRANK'S CASINO ALVIN
B.C.C.F. No. 2013059153
(WITHIN THE CITY OF ALVIN)

FIELD NOTES FOR A 43.24 ACRE TRACT

Being a tract of land containing 43.24 acres, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 and the I. & G. N. R. R. Co. Survey, Section 27, Abstract 622, in Brazoria County, Texas. Said 43.24 acre tract of land being a portion of Reserve "A" of the Final Plat of Frank's Casino Alvin, a subdivision of record in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013059153. Said 43.24 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone per GPS observations):

- Beginning at a 1-inch iron pipe found at the southeast corner of said Reserve "A", same being the southwest corner of said Lot 4, Block 1 of Village Meadows, a subdivision of record in Volume 721, Page 518 of the Brazoria County Deed Records (B.C.D.R.), on the northeast Right-Of-Way (R.O.W.) line of State Highway 6 (120 feet wide per Volume 235, Page 498 of the B.C.D.R.), and being the easterly northeast corner of the city limits of the city of Alvin as recorded in Cause No. 9940RM99, dated March 4, 2002, for the southeast corner of the herein described tract;
- Thence, with the northeast R.O.W. line of said State Highway 6 and said city limit line North 64 degrees 40 minutes 53 seconds West, a distance of 979.98 feet to a 1/2-inch iron rod found at an angle point in said city limit line;
- Thence, through and across said Reserve "A" and with the existing city limit line (cause 9940RM99 and ordinance 85-x) the following four (4) courses:
1. North 04 degrees 34 minutes 14 seconds West, a distance of 361.97 feet to an angle point;
 2. South 85 degrees 57 minutes 49 seconds West, a distance of 480.94 feet to an angle point;
 3. North 02 degrees 39 minutes 07 seconds West, a distance of 837.35 feet to an angle point;
 4. North 69 degrees 40 minutes 45 seconds West, a distance of 717.40 feet to a point on the east line of a coiled 275.0 acre tract being a city limit line for the city of Alvin in annexation 84-88 passed and signed on the 20th day of December, 1984, for an angle point;
- Thence, with the east line of said annexation 84-88, North 03 degrees 09 minutes 59 seconds West, a distance of 199.96 feet to the northeast corner of said annexation 84-88, and being on the north line of said Reserve "A", for the northeast corner of the herein described tract;
- Thence, with the north lines of said Reserve "A", the following two (2) courses:
1. North 86 degrees 49 minutes 09 seconds East, a distance of 660.00 feet to a 5/8-inch iron rod found at an angle point;
 2. North 86 degrees 56 minutes 21 seconds East, a distance of 660.00 feet to a 1/2-inch iron rod found at the northeast corner of said Reserve "A";
- Thence, with the east lines of said Reserve "A", the following four (4) courses:
1. South 02 degrees 45 minutes 10 seconds East, a distance of 770.12 feet to an angle point;
 2. South 69 degrees 40 minutes 45 seconds East, a distance of 725.89 feet to an angle point;
 3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
 4. North 86 degrees 54 minutes 21 seconds East, a distance of 17.40 feet to a 1-inch iron rod found at the northwest corner of Lot 14, Block 1 of said plot of Village Meadows;
- Thence, with the line common to said Reserve "A" and the west line of said plot of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 827.32 feet to the Point of Beginning and containing 43.24 acre of land.

SECTION No. 12,
H. T. & B.
(M.V. O'DONNELL)
ABSTRACT No. 481

SECTION No. 27,
I & G. N. R. R. CO. SURVEY,
ABSTRACT No. 622

- NOTES:**
1. THIS DOCUMENT WAS PREPARED UNDER 221A0663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
 2. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
 3. POB INDICATES POINT OF BEGINNING
B.C.C.F. No. INDICATES FORT BEND COUNTY CLERK'S FILE NUMBER
B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
B.C.M.U.D. INDICATES FORT BEND COUNTY MUNICIPAL UTILITIES DISTRICT
 4. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACTS HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

DATED THIS THE 27TH DAY OF FEBRUARY, 2014

Brian E. Wilson
BRIAN E. WILSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION No. 5745



REVISED: 2/27/2014 - REVISED BOUNDARY

**CITY OF ALVIN
ANNEXATION EXHIBIT
43.24 ACRES**

LOCATED IN
SECTION No. 26, I & G.N.R.R. CO. SURVEY,
ABSTRACT No. 619
BRAZORIA COUNTY, TEXAS.

MILLER SURVEY GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77043
PHONE 713-413-1900 • FAX 713-413-1944
TEXAS FIRM REGISTRATION NO. 10047100

JOB NO.: 2463-ANNEX-REV1 SCALE: 1" = 100' DATE: 12/19/2013 FIELD BOOK: N/A
DWG. NO.: 2463-ANNEX-REV1.DWG DRAWN BY: BJN CHECKED BY: BEW M&B No.: 131446

County: Brazoria
Project: Frank's Casing Annexation
M.S.G. No.: 131446-R
Job Number: 2463-Annex

FIELD NOTES FOR A 43.24 ACRE TRACT

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3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
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Thence, with the line common to said Reserve "A" and the west line of said plat of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 827.32 feet to the **Point of Beginning** and containing 43.24 acre of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Brian E. Wilson, R.P.L.S.
Texas Registration No. 5745



MILLER SURVEY GROUP
Ph: (713) 413-1900
February 27, 2014
M&B No. 131446-R
Tx Reg. No. 10047100

Exhibit “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ALVIN

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the

annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other

traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

EXHIBIT “B”

Municipal Service Plan

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(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA COMMENTARY

Discussion Date: 04/09/2015

Approval Date:

Submitted By: D. Roberts

SUBJECT:

Consider authorizing the City Manager to send a letter of authorization to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2015 season.

DISCUSSION:

This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is done during heavy outbreaks of mosquitoes by Beechcraft Model 18 airplanes. Brazoria County will notify the public of the aerial spraying dates.

RECOMMENDATION:

Move to authorize the City Manager to send a letter of authorization to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2015 season.

ATTACHMENTS:

1. Letter from BC Mosquito Control Dist.
2. Draft letter from CM to BC Mos Control Dist
- 3.
- 4.
- 5.
- 6.

Submitted by:

Dixie
Roberts

Digitally signed by Dixie Roberts
DN: cn=Dixie Roberts, o=City of
Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
c=US
Date: 2015.03.30 17:47:25
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.03.31 16:52:31 -05'00'

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.03.31 17:19:45 -05'00'

City Manager

James Ryan
Director

BRAZORIA COUNTY
MOSQUITO CONTROL DISTRICT

1380 CR 213
Angleton, Texas 77515
Phone: (979)864-1532
Fax: (979)864-1534

March 25, 2015

City of Alvin
City Secretary
216 W. Sealy
Alvin, Tx 77511

RE: AERIAL SPRAYING OVER THE CITY OF ALVIN

The Brazoria County Mosquito Control District is updating its files for the 2015 season of aerial spraying over cities and towns in Brazoria County. We would like your permission "to spray" or "not to spray" over your area. The spraying is done during heavy outbreaks of mosquitoes by our Beech 18's.

Aerial spraying takes place only after a public notification to inform the citizens of Brazoria County that we will be spraying. We have also started having broadcast on area television stations during the news. The flying schedule depends heavily upon landing rate counts, weather and wind conditions. As a result of these variables, we are unable to give a specific flying time in advance.

If your governing body would like to continue receiving this service over your city or town, please send an approval or disapproval on letterhead stationary. Please have one of the following officials sign the letter: (a) Mayor, (b) City Manager, (c) Chief of Police, (d) City Council, or (e) County Commissioner.

Aerial spraying has certainly been a step forward for mosquito control in Brazoria County.

We would appreciate your prompt response to our request.

Respectfully,



Jim Ryan
Director

eaz



CITY OF ALVIN

Office of the City Manager

216 W. Sealy ♦ Alvin, Texas 77511 ♦ (281) 388-4230 ♦ FAX (281) 388-4221

April 13, 2015

Mr. Jim Ryan
Director
Brazoria County Mosquito Control District
1380 CR 213
Angleton, TX 77515

Re: Aerial Spraying over the City of Alvin

Dear Mr. Ryan:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes and only after citizens have been properly notified.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland,
Interim City Manager



AGENDA COMMENTARY

Discussion Date:

Approval Date: 04/09/2015

Submitted By: Junru Roland

SUBJECT:

Consider Ordinance 15-L; authorizing the issuance and sale of the City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto on first and final reading.

DISCUSSION:

On February 19, 2015, Council approved Resolution 15-R-07; authorizing publication of a Notice of intent to issue Certificates of Obligations (COs) for the purpose of defraying the costs of the acquisition and construction of improvements to the City's water and sewer system; the replacement of City water meters; and the costs of professional services incurred in connection therewith. It is the City's intent to pay the debt service on the COs from revenues of the City's water and sewer system.

Jim Gilley, Managing Director for U.S. Capital Advisors (the City's Financial Advisor) and Jonathan Frels, Parter with Bracewell & Giuliani LLP (the City's Bond Counsel) will be on hand to present the results of the bids received for the sale of the \$10,285,000 Certificates of Obligation.

RECOMMENDATION:

Move to approve Ordinance 15-L, authorizing and awarding the issuance of the City of Alvin, Texas Certificates of Obligation, Series 2015, as recommended by the City's Financial Advisor on first and final reading.

ATTACHMENTS:

1. Draft of Ordinance
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

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Department Head

Funds Available:

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Finance Director

Approved as to Form:

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City Attorney

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City Manager

ORDINANCE NO. 15-L

AUTHORIZING THE
ISSUANCE OF

CITY OF ALVIN, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2015

Adopted: April 9, 2015

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AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$11,600,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on April 9, 2015; and

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

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

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

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

“Bond Counsel” means Bracewell & Giuliani LLP.

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

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Alvin, Texas.

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

“Code” means the Internal Revenue Code of 1986, as amended.

“Dated Date” means May 1, 2015.

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

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

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

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

“EMMA” means the Electronic Municipal Market Access system.

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

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

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

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being May 1 and November 1 of each year, commencing on November 1, 2015.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

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

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

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

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

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

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

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

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

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

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

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

Section 1.2. Findings.

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

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

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

Section 1.4. Interpretation.

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

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

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

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

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

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

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

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

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars (\$1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City’s “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015” are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$ [REDACTED] for the costs associated with (i) the construction and equipment of improvements to

the City’s water and sewer system, (ii) the replacement of City water meters, and (iii) to pay the costs of professional services incurred in connection therewith.

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

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

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

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$ _____	_____ %	2026	\$ _____	_____ %
2017	_____	_____	2027	_____	_____
2018	_____	_____	2028	_____	_____
2019	_____	_____	2029	_____	_____
2020	_____	_____	2030	_____	_____
2021	_____	_____	2031	_____	_____
2022	_____	_____	2032	_____	_____
2023	_____	_____	2033	_____	_____
2024	_____	_____	2034	_____	_____
2025	_____	_____			

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

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

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

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

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

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

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

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

Section 3.4. Execution and Registration of Certificates.

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

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

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears

thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Initial Purchaser registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

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

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

Section 3.6. Registration, Transfer, and Exchange.

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

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer

Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

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

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

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

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

Section 3.7. Cancellation.

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

Section 3.8. Replacement Certificates.

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

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

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

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

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

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

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

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

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

Section 3.9. Book-Entry-Only System.

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

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any

DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after November 1, 2025, in whole or from time to time in part before their respective scheduled maturity dates, on November 1, 2024, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

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

Section 4.3. [Mandatory Sinking Fund Redemption.

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

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

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

Section 4.4. Partial Redemption.

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

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

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

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

Section 4.5. Notice of Redemption to Owners.

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

(b) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and

such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

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

Section 4.6. Payment Upon Redemption.

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

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

Section 4.7. Effect of Redemption.

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

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

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

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

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

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

Section 5.2. Qualifications.

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

Section 5.3. Maintaining Paying Agent/Registrar.

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

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

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the

termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

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

Section 5.6. Agreement to Perform Duties and Functions.

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

Section 5.7. Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

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

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

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

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

Section 6.2. Form of the Certificates.

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

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
BRAZORIA COUNTY

CITY OF ALVIN, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2015

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP NUMBER:
_____ % November 1, 20__ May 1, 2015 _____

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

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing on November 1, 2015.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this

Certificate at the corporate trust office of Amegy Bank National Association, Houston, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

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

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$ [REDACTED] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the construction and equipment of improvements to the City's water and sewer system, the replacement of City water meters, the costs of professional services incurred in connection therewith and the costs of issuing the Certificates.

The City has reserved the right to redeem the Certificates maturing on and after November 1, 2025, in whole or from time to time in part before their respective scheduled maturity dates, on November 1, 2024, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on November 1, 20__ (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Certificates Maturing November 1, 20</u>	
November 1, 20__	\$ _____
November 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 Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

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

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

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

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

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

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

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

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

City Clerk
City of Alvin, Texas

Mayor [Pro Tem] ¹
City of Alvin, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

AMEGY BANK NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

¹ Delete of the Mayor executes the Initial Certificate

(d) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

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

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

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

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

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

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers

Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Bond Insurance.

If bond insurance is obtained by the Initial Purchaser (hereinafter defined), the Certificates may bear an appropriate legend as provided by the insurer.

Section 6.5. Legal Opinion.

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

ARTICLE VII

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

Section 7.1. Sale of Certificates.

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

Section 7.2. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State 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 Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

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

Section 7.3. Deposit of Proceeds.

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

(a) Certificate proceeds in the amount of \$_____ shall be used for the purposes set forth in Section 3.1.

(b) The amount of \$_____ consisting of Certificate proceeds in the amount of \$_____, [plus available funds from the City in the amount of \$_____,] plus premium from the sale of the Certificates in the amount of \$_____, shall be used to pay the costs of issuance.

(c) Accrued interest in the amount of \$_____ shall be deposited to the Debt Service Fund.

(d) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be used for the purposes described in subsection (a) above.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

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

Section 8.2. Other Representations and Covenants.

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

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

Section 8.3. Provisions Concerning Federal Income Tax Exclusion.

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

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

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would

cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

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

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

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

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

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

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

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

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

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

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

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement under Schedules 1 through 6, 8 through 10, and 12 through 16 in Appendix A. The information will also include the audited financial statements of the City, if the City commissions an audit and it is completed within the required time. Any financial statements so to be provided shall be prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation. If the audit of such financial statements is not complete within such period, then the

City will provide unaudited financial statements within such six month period to the MSRB, and audited financial statements if and when the audit report on such statements becomes available. All such information and operating data shall be provided to the MSRB, in an electronic format, accompanied by identifying information, as prescribed by the MSRB, and will be available via the Electronic Municipal Market Access (“EMMA”) System at www.emma.msrb.org.

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 2015, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information of the type more specifically described under Schedules 1 through 7, 9 through 11 and 13 through 17 in Appendix A and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the 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 referenced to any document (including an official statement or other offering document), if it is available to the public on the MSRB’s Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed the the MSRB.

Section 10.2. Specified Event Notices.

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

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

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

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

Section 10.3. Limitations, Disclaimers and Amendments.

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

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from

time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 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 XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

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

Section 11.2. Partial Invalidity.

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

Section 11.3. Repealer.

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

Section 11.4. Individuals Not Liable.

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

Section 11.5. Related Matters.

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

Section 11.6. Force and Effect.

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

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 9th day of April, 2015.

City Clerk
City of Alvin, Texas

Mayor
City of Alvin, Texas

[SEAL]

*Signature Page to Ordinance Authorizing Issuance of
City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2015*

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

1. The City Council of the City of Alvin, Texas, convened in a regular meeting on the 9th day of April, 2015, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Paul Horn	Mayor
Brad Richards	Council Member, At Large 1
Terry Droege	Council Member, At Large 2
Scott Reed	Council Member, District A
Adam Arendell	Council Member, District B
Keith Thompson	Council Member, District C
Roger Stuksa	Council Member, District D
Gabe Adame	Council Member, District E

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

ORDINANCE NO. 15-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council and read in full. 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) of City Council shown present above voted “Aye”.

_____ Member(s) of City Council shown present above voted “No”.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 9th day of April, 2015.

City Clerk
City of Alvin, Texas

[SEAL]



AGENDA COMMENTARY

Discussion Date: 04/09/2015

Approval Date: 04/09/2015

Submitted By: Bobbi J. Kacz

SUBJECT:

Consider Resolution 15-R-10 finding that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint) statement of intent to increase rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

DISCUSSION:

On March 27, 2015, CenterPoint Energy Gas ("CenterPoint" or "Company") filed a Statement of Intent to Change Rates in its Texas Coast Division with each of the Gulf Coast Coalition of Cities ("GCCC") with original jurisdiction. In the filing, the Company asserts that it is entitled to a \$6.77 million increase or an 11.3% increase in base revenues. In late March, the GCCC engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. GCCC are recommending that the Cities deny the requested relief.

RECOMMENDATION:

Move to approve Resolution 15-R-10 denying CenterPoint's request for a rate increase.

ATTACHMENTS:

- | | |
|-------------------------------|----|
| 1. Res. 15-R-10 | 4. |
| 2. CA's report re CP's filing | 5. |
| 3. | 6. |

Submitted by:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com,
c=US
Date: 2015.04.01 14:23:58
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.04.01 14:27:36 -05'00'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.04.01 15:14:18 -05'00'

City Manager

RESOLUTION NO. 15-R-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS FINDING THAT CENTERPOINT ENERGY ENTEX'S ("CENTERPOINT" OR "COMPANY") STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas ("City") is a gas utility customer of CenterPoint Energy Entex, Texas Coast Division ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the CenterPoint's Texas Coast Division service area; and

WHEREAS, on or about March 27, 2015, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$6.77 million annually and to all customers residing in the City; and

WHEREAS, GCCC is coordinating its review of CenterPoint's Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, GCCC's consultant determined that CenterPoint's existing rates are excessive; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the Statement of Intent; and

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

Section 1. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed 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.

Section 5. That a copy of this Resolution shall be sent to CenterPoint and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

APPROVED AS TO FORM:

City Attorney

REPORT REGARDING CENTERPOINT ENERGY GAS'

STATEMENT OF INTENT FILING

The City of Alvin, along with approximately 20 other cities served by CenterPoint Energy Entex Gas ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Railroad Commission, the Courts, and the Legislature on gas utility regulation matters for over 20 years.

On March 27, 2015, CenterPoint filed a Statement of Intent to Increase Rates application with each of the cities in their Texas Coast Division service area. In the filing, the Company asserted that it is entitled to a \$6.77 million increase or an 11.3% increase excluding gas costs.

In late March, the GCCC engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate application proposed by CenterPoint.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CenterPoint and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.



AGENDA COMMENTARY

Discussion Date: 04/09/2015

Approval Date: 04/09/2015

Submitted By: Brian Smith

SUBJECT:

Consider approval of final payment of project close out costs, including change orders, in an amount not to exceed \$7,788.21 to Jamail & Smith for the Briscoe and National Oak Park pavilions.

DISCUSSION:

Consider approval of final payment and closeout to Jamail & Smith for the construction of two pavilions located at National Oak park and Briscoe Park in an amount not to exceed \$7,788.21.

RECOMMENDATION:

Move to approve the final payment.

ATTACHMENTS:

- | | |
|--------------------------|----|
| 1. Final Payment Request | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Brian
Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2015.03.17 08:17:18 -05'00'

Department Head

Funds Available:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department,
c=US
Date: 2015.04.01 13:05:15 -05'00'

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.03.31 16:49:07 -05'00'

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance Department, c=US
Date: 2015.04.01 13:05:55 -05'00'

City Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Alvin-Public Services
3625 Briscoe Dr
Alvin, TX

PROJECT: Alvin PS-New Pavilion RR
201 Depot Centre Blvd
Alvin, TX 77511

APPLICATION NO: 06
DRAW NO: Draw00006
INVOICE NO: 118438
PERIOD TO: 10/31/14
CONTRACT DATE: 1/29/2014
PO/WO/JL # 2014000843
FUND #

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Jamail & Smith Construction
16875 Diana Lane
Houston, TX 77058

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 123,240.00
- 2. Net change by Change Orders \$ 32,524.06
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 155,764.06
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 155,764.06

5. RETAINAGE:

a. _____ % of Completed Work
(Column D + E on G703) \$ _____

b. _____ % of Stored Material
(Column F on G703) \$ _____

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 155,764.06

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)

\$ 147,975.85

8. CURRENT PAYMENT DUE

\$ 7,788.21

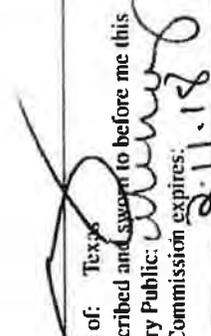
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

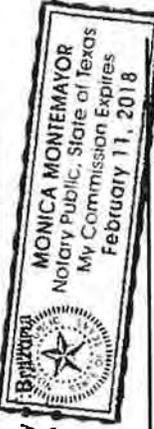
\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	32,524.06	
Total approved this Month		
TOTALS	32,524.06	
NET CHANGES by Change Order	32,524.06	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jamail & Smith Construction

By:  Date: 10/22/14
 State of: Texas County: Brazoria day _____
 Subscribed and sworn to before me this _____ day _____
 Notary Public: _____
 My Commission expires: 2.11.18



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 117873-Draw(00005

APPLICATION DATE: 6/30/2014

PERIOD TO: 6/30/2014

ARCHITECT'S PROJECT NO: 04-14-0008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (D + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
01-001	Bond	1,700.00	1,700.00				1,700.00	100.00		85.00
03-001	Structural Concrete Forming	56,540.00	56,540.00		13,000.00		56,540.00	100.00		2,827.00
05-001	Metal Specialties	65,000.00	52,000.00				65,000.00	100.00		3,250.00
99-001	Change Order 1	4,393.76	4,393.76				4,393.76	100.00		219.69
99-003	Change Order 3	28,130.30	28,130.30				28,130.30	100.00		1,406.52
GRAND TOTALS		155,764.06	142,764.06		13,000.00		155,764.06	100.00		7,788.21

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703-CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992



AGENDA COMMENTARY

Discussion Date: 04/09/2015

Approval Date: 04/09/2015

Submitted By: Brian Smith

SUBJECT:

Consider the purchase of a new ambulance; replacing Unit #697, out of the City's Vehicle Replacement Fund, from Frazer, Ltd. through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, in an amount not to exceed \$86,700.00.

DISCUSSION:

Unit 697 is scheduled to be replaced in the 2015-16 fiscal year. Because ambulances take 6 - 8 months to build and deliver, staff is requesting council's authorization to encumber the funds (process a purchase order) for a new ambulance in order that the new ambulance will be available for service at the beginning of fiscal year 2015-16.

The funds for the new ambulance will come from the City's Vehicle Replacement Fund.

RECOMMENDATION:

Move to approve the purchase of a new ambulance through the H-GAC in an amount not to exceed \$86,700.00.

ATTACHMENTS:

1. HGAC Frazer Quote
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Brian
Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2015.03.30 13:20:11 -05'00'

Department Head

Funds Available:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2015.04.01 11:23:15 -05'00'

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US
Date: 2015.04.01 10:25:42 -05'00'

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2015.04.01 15:36:29 -05'00'

City Manager



March 24, 2015

Mr. Brian Smith
Director
City of Alvin EMS
Email: bsmith@psf.cityofalvin.com

Quote #9738

Mr. Smith,

Per your request we are quoting remounting and refurbishing your Frazer Type I 12' Generator Powered Module, E-1781, onto a Chevrolet C3500 6.0L gasoline powered chassis. For your convenience all pricing has been itemized below.

2016 Chevrolet C3500 6.0L gasoline powered chassis	\$ 33,000.00
Remount of Module (see Incl. Items below)	\$ 15,000.00
Chassis Exterior Upgrades	\$ 450.00
Chassis Interior Upgrades	\$ 2,050.00
Module Exterior Upgrades	\$ 23,700.00
Module Interior Upgrades	\$ 11,900.00
HGAC	\$ 600.00
Total	\$ 86,700.00

Items included in above total:

Chassis Exterior Upgrades:

1. Items included in remount fee:	
a) Ranch Hand powder coated grille guard	\$ incl.
b) (2) Whelen M4 grille lights w/ clear lenses	
<i>Layout: red, red</i>	\$ incl.
c) (2) Whelen M4 intersects w/ clear lenses	
<i>Layout: red, red</i>	\$ incl.
d) (2) Federal Signal AS124 speakers	\$ incl.
e) Frazer aluminum rear window pass through plate	\$ incl.
f) (2) Mega fuses with new wiring	\$ incl.
g) Stripe new chassis to match module	\$ incl.
h) New mounting rubber	\$ incl.
i) Make old chassis road ready, if applicable	\$ incl.
1. Install rear mud flaps on chassis	\$ incl.
2. Install rear BTT lights	\$ incl.
3. Remove and reinstall compressor on chassis, if applicable	\$ incl.
2. Furnish & install stainless steel wheel covers	\$ 450.00
Total	\$ 450.00

Chassis Interior Upgrades

3. Items included in remount fee:

a) Furnish & install pinned powder coated aluminum six position console	\$	incl.
b) Furnish & install Federal Signal PA300 siren in lieu of standard	\$	150.00
4. Slot 1/2 – Double switch panel		
5. Slot 3 – PA300 Siren		
6. Slot 4 – Radio		
7. Slot 5/6 – Furnish & install new double blank insert	\$	150.00
<i>Layout: Primary, Secondary, Blank, Blank, Blank, Blank, Siren</i>		
<i>Interior Lights, Rear Load, Side Scene, Side Scene, Start/Stop</i>		
8. Furnish & install Federal Signal Rumbler system with control box inside of console wired to siren in console	\$	1,000.00
9. Furnish & install extra Federal Signal PA300 siren in electrical compartment, and install switch on console (ship existing loose)	\$	450.00
10. Remove and reinstall self contained radio in 4 th slot of console, and install speaker on floor in front of console	\$	300.00
	Total \$	2,050.00

Module Exterior Upgrades

11. Items included in remount fee:		
a) Install new ignition & fail safe solenoids on electrical shelf	\$	incl.
b) Full electrical check	\$	incl.
c) Generator system check and inspect all generator cabling, replace as needed	\$	incl.
d) Terminate existing Onan buzzer kill switch to new chassis (if available)	\$	incl.
e) Rewire tail lights	\$	incl.
f) New passthrough rubber boot	\$	incl.
g) Replace all door compartment bumpers	\$	incl.
h) Replace weather stripping	\$	incl.
i) Add new insulation to side & rear entry doors, if applicable	\$	incl.
j) Replace entry door windows with double pane windows, if applicable	\$	incl.
k) New ribbed rubber in compartments, in applicable (O2 compartment if getting new flooring)	\$	incl.
l) Replace all halogen compartment lights	\$	incl.
m) Time save exterior compartment panels, if applicable	\$	incl.
12. Strip, prime, and repaint 12' module Frazer white		
Note – Items sub-listed are included with paint unless stated other wise	\$	6,500.00
a) Furnish & install painted corner caps on module	\$	incl.
b) Furnish & install painted module trims	\$	incl.
c) Replace compartment and entry door latches		
Note – Check latch keying number and also if unit has electric latches	\$	N/C
d) Replace marker lights	\$	incl.
e) Remove & reinstall rear bumper	\$	incl.
f) Remove & reinstall treadbrite panels	\$	incl.
g) Remove and ship loose all listed emergency lighting below:	\$	incl.
Remove (8) QuadraFlare red corner box lights	\$	incl.
Remove (5) QuadraFlare front wall lights	\$	incl.
Remove (4) QuadraFlare rear wall lights	\$	incl.
Remove (1) 300 watt GFE rear load light	\$	incl.
Remove (2) QuadraFlare rear red BTT	\$	incl.
Remove (2) QuadraFlare wheel well LEDs	\$	incl.
Remove (2) 250 watt Kwik-Raze side scene lights	\$	incl.
13. Striping & lettering to match last unit (X-696) ⁵	\$	2,600.00

14. Clear lenses on listed emergency lights		
15. Furnish & install (8) Whelen M6 LED red corner box lights w/converter flange	\$	2,000.00
16. Furnish & install (5) Whelen M6 LEDs on front wall w/converter flanges	\$	1,250.00
<i>Front Layout: blue, red, clear, red, blue</i>		
17. Furnish & install (3) Whelen M6 LEDs on rear wall w/converter flanges	\$	750.00
<i>Rear layout: red, amber, red</i>		
18. Furnish & install (2) Whelen M6 Gradient LED load lights w/converter flanges on rear of module, with (2) three way switches; one at the console, one at the rear doors or when entry doors open, add plate if necessary	\$	825.00
19. Furnish & install (2) Whelen M6 LED red B/T/T w converter flanges	\$	350.00
20. Furnish & install (2) Whelen M6 LED wheel well LEDs w/converter flanges	\$	500.00
<i>Layout: red, red</i>		
21. Furnish & install (2) FRC Spectra 900 series LED side scene lights, wired to 2 switches	\$	1,500.00
22. Remove and reinstall (2) 4" round rear lower B/T/T LEDs and (2) 4" round clear LED reverse lights.	\$	incl.
23. Replace 30amp shore power receptacle with new style 30amp receptacle	\$	625.00
24. Furnish & install new rear entry door grabbers (discard existing)	\$	50.00
25. Furnish & install cast LED license plate light (discard existing)	\$	50.00
26. Replace treadbrite at front corners, wheel wells, and rear	\$	850.00
27. Remove and replace ramp at rear entry doors	\$	incl.
28. Replace entire rear bumper (discard existing)	\$	850.00
29. Furnish & install new Onan 5.5kW generator with non permeable hoses, emissions canister kit and add new Ford 15 gal fuel tank and fuel pump, reuse existing exterior door		
Note – Please remove your Onan generator prior to remount delivery at Frazer.	\$	5,000.00
	Total \$	23,700.00

Module Interior Upgrades:

30. Items included in remount fee:	\$	incl.
a) Reattach cushion seat magnets, if applicable	\$	incl.
b) Replace all non-skid material on threshold(s) with 3M non-skid material	\$	incl.
c) Complete detail of module interior	\$	incl.
Clean & wipe down lasco walls	\$	incl.
Clean & wipe down floor of module	\$	incl.
Clean & wipe down exterior & interior of cabinets	\$	incl.
Clean & wipe down compartments and shelves	\$	incl.
31. Replace floor with new Alucabond subfloor and new Lonseal vinyl floor, furnish & install new powder coated aluminum O2 box, replace thresholds with non-skid tape on top, and install new cot plates for Stryker MX-Pro	\$	3,400.00
32. Remove and reinstall front I/O cabinet	\$	incl.
33. Remove and reinstall Engel 14qt refrigerator on stationary portion of lay down O2 box	\$	incl.
34. 175-3 single position cot mount	\$	incl.
35. Replace (8) fluorescent light fixtures with (8) Grote LED fixtures and retrofit	\$	3,000.00
36. Replace air conditioner w/ new Dometic self-contained A/C unit including breathe easy plenum with germicidal UV light protection compartment and relocate thermostat to action wall (ship loose)5		
Note – Please remove A/C prior to delivery of remount to Frazer.		

This includes making necessary modifications not limited to:

Interior – walls, register, and vents

Exterior – relocation of (2) emergency rear lights with painted A/C retrofit plating, installation of a new style A/C vent, furnish new vented style A/C door (if needed)

	\$	5,500.00
Total	\$	11,900.00

Additional items for your consideration (not included in above total):

- | | | |
|---|----|----------|
| 37. Furnish & install Voyager 7" color LCD monitor, terminate cables to in module and rear view camera, and mount in rearview mirror position (remove rearview mirror), in module camera (location tbd), and rear view camera mounted about rear entry doors in standard location | \$ | 2,150.00 |
| 38. Replace Captains chair with new desert rose Wise Captains chair | \$ | 950.00 |
| 39. Furnish & install new desert rose Wise trim throughout module | \$ | 450.00 |
| 40. Furnish & install shore power ignition kill switch in electrical compartment | \$ | 250.00 |
| 41. Furnish & install Onan buzzer kill switch at rear entry doors | \$ | 250.00 |

Terms and Conditions

1. This quote is valid for 90 days.
2. All pricing is F.O.B. Houston.
3. Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
4. Per TMVCC we are quoting this through our licensed franchise dealer Knapp Chevrolet,

Please make your purchase order out to Knapp Chevrolet (P.O. Box 4179, Houston, TX 77210). Please email a copy of your purchase order and this quote to Bob Flanders with Knapp Chevrolet bflanders@knappchevy.com and to Adam Fischer at sales@frazerbilt.com.

5. To minimize delays, customer provided items should be present prior to unit production start.
6. Please remove your Onan generator prior to remount delivery at Frazer.
7. Fair condition of module is assumed when quoting paint. Large or excessive dents, deep or excessive scratches and unforeseen body work will require a revision to the quoted paint price.
8. *Striping and lettering pricing may be adjusted based on the company's scheme. Striping and lettering pricing includes two hours' design time in the base price. Additional design time for more extensive graphics and/or multiple changes is quoted at \$100/hour.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR:CH



AGENDA COMMENTARY

Discussion Date: 04/09/2015

Approval Date:

Submitted By: D. Roberts

SUBJECT:

Consider the continuation as a jurisdictional participant in the Brazoria County, Community Development Block Grant (CDBG), HOME, and Emergency Services Grant (ESG) program; authorizing the amendment to the 2009 Brazoria County Coop agreement.

DISCUSSION:

Brazoria County will be re-qualifying for Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) Program funds from the U. S. Department of Housing and Urban Development for FY 2016-2018. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG, HOME, and ESG Programs. A list of these Cities is provided in your packet.

In order to continue participation, the City of Alvin must amend the 2009 Brazoria County Coop agreement.

RECOMMENDATION:

Move to approve the continuation as a jurisdictional participant in the Brazoria County, Community Development Block Grant (CDBG), HOME, and Emergency Services Grant (ESG) program; authorizing the amendment to the 2009 Brazoria County Coop agreement.

ATTACHMENTS:

1. Letter from Braz. County Community Dev.
2. List of participating cities
3. Authorization to Continue Form
4. 2009 Braz. County CDBG Coop Agr.
5. 2015 Braz. County CDBG Coop Amendment
- 6.

Submitted by:

Dixie
Roberts

Digitally signed by Dixie Roberts
DN: cn=Dixie Roberts, o=City of
Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
c=US
Date: 2015.03.26 15:54:53
-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=jkacz@cityofalvin.com, c=US
Date: 2015.03.31 17:01:39 -0500'

City Attorney

Approved By:

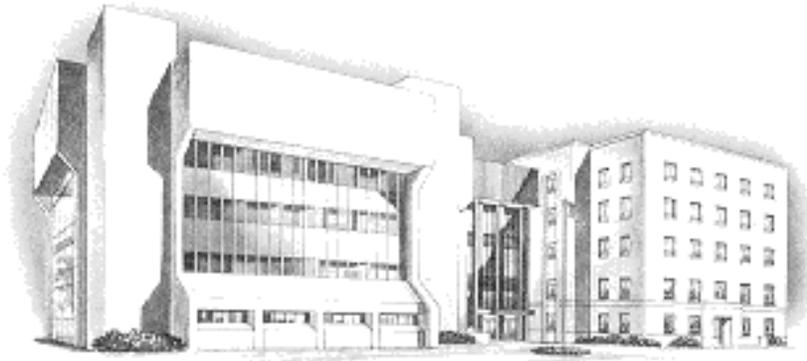
Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.03.31 17:18:58 -0500'

City Manager

NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



MELISSA SHADE
PROJECT COORDINATOR

TAMMY HUGHES
FINANCIAL COORDINATOR

BRAZORIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

March 25, 2015

Dear Mayor:

This year Brazoria County will be re-qualifying for Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) Program funds from the U. S. Department of Housing and Urban Development for FY 2016-2018. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG, HOME, and ESG Programs. A list of these Cities is attached hereto.

If your City no longer wishes to participate in the Brazoria County CDBG, HOME, and ESG Program, you will need to notify this office that your City elects to be excluded as a participating jurisdiction in the Brazoria County CDBG, HOME, and ESG Program. We must receive this notification in our office no later than 5:00 p.m. on April 30, 2015. However, I must also point out to you that by continuing to be included in the County's program; your City will not be eligible to apply for grants under the Texas Community Development Program (TX-CDBG) or the Texas HOME Investment Partnership Program through the Texas Department of Agriculture (TDA) during this same period. This will not however affect any other grant program you wish to apply for (e.g., Texas Parks and Wildlife Department, Federal Aviation Administration/Texas Aeronautical Commission, Texas State Library, Criminal Justice Council, etc.)

If we do not receive notification from your City indicating that your City no longer wishes to participate in the County program, then according to the previously executed agreement your City will be automatically included in our County program through September 30, 2018. We do hope that your City will continue to be a partner with the County and we look forward to continuing housing and community development efforts within your City.

Please send the signed documents or any notices to Nancy Friudenberg, Brazoria County Community Development, 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515. PLEASE NOTE THAT THE AMENDMENT/ADDENDUM ATTACHED HERETO WILL NEED TO BE APPROVED BY CITY COUNCIL.

If you have any questions about the program, please feel free to call me at (979) 864-1860.

Sincerely,

Nancy Friudenberg
Director

1524 EAST MULBERRY SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1710

Brazosport Area
(979) 388-1710

Houston Area
(281) 756-1710

Fax Number
(979) 864-1089

**Participating Cities in Brazoria County
CDBG, HOME & ESG Programs**

Alvin
Angleton
Bailey's Prairie
Bonney
Brazoria
Brookside Village
Clute
Danbury
Freeport
Holiday Lakes
Iowa Colony
Jones Creek Village
Lake Jackson
Manvel
Oyster Creek Village
Richwood
Sandy Point
Surfside Beach
Sweeny
West Columbia

Non-Participating Cities

Hillcrest Village
Liverpool
Pearland
Quintana

**NOTICE TO WITHDRAW OR REMAIN AS A
PARTICIPATING JURISDICTION**

Nancy Friudenberg
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, Texas 77515

The City of Alvin elects to:

X Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for PY 2016-2018. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of Alvin.

Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for PY 2016–2018. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of _____ intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by April 30, 2015.

Signed by:

Signature

Mayor
Title

**Please mail original form to Nancy Friudenberg
by April 30, 2015.**

THE STATE OF TEXAS
COUNTY OF BRAZORIA §

§
§

COOPERATION AGREEMENT

This agreement is made and entered into by Brazoria County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as "County", and the City of Alvin, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, on May 7, 2009 the City elected to have its population included as a portion of that population to the County in the County's "urban county" application(s) to the U.S. Department of Housing and Urban Development for funding for the Community Development Block Grant Program; and

WHEREAS, the City's area and population are within the boundaries of Brazoria County; and

WHEREAS, the County is willing to cooperate with the City in assisting in undertaking community renewal and housing activities; and

WHEREAS, the Texas Legislature has enacted the "Texas Community Development Act of 1975," codified as V.T.C.A., Local Government Code, Chapter 373, which provides, in part, for the authorization of cities to implement a community development program; and

WHEREAS, the governing bodies of the County and City duly authorizes this Agreement and authorizes their Chief Executive Officers to execute this Agreement on behalf of their respective entities and that any and all previous agreements in conflict herewith are hereby made void; and

WHEREAS, the Texas legislature has further enacted "The Interlocal Cooperation Act," and codified as V.T.C.A., Government Code, Chapter 791, which provides, in part, that the County may contract with the City to perform governmental functions and services for the City.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That the County and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

The City and the County agree to allow the U.S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto and in determining the County's annual funding allocations.

II.

The City and the County acknowledge that this Cooperation Agreement covers both the Community Development Block Grant (CDBG) Entitlement Program and the HOME Investment Partnership Program. Furthermore, the City understands that it may not apply for grants under the small cities or State Community Development Block Grant Programs from appropriations during the period in which it is participating in the County's CDBG Program. The City further understands that it may not participate in a HOME Program or HOME consortium with other local governments except through the County.

III.

The City and the County acknowledge that no determination has been made at the time of execution of this Agreement as to where and for what purposes funding, if any, for the applicable Community Development Block Grant Programs will be sought or expended. In this regard, it is agreed that County shall not be obligated to seek or commit funds for expenditure in the City or for assistance to residents of the City. The City is aware that the execution of this Agreement does not constitute any guarantee on the part of the County that funds received pursuant to the CDBG and HOME Program, if any, will be expended for projects within the city limits of the City or for assistance to the residents of the City, and the City has received no assurance, written or oral, from the County to the contrary.

IV.

This Agreement shall remain in full force and effect for the period October 1, 2009 through September 30, 2012. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that Federal Regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that they will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG and HOME funds and program income received with respect to the initial three-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

V.

The City agrees to inform Brazoria County of any income generated by the expenditure of CDBG and HOME funds received by the City and that any such income shall be paid to Brazoria County. Brazoria County may, in its sole discretion, allow the City to retain program income provided that any and all such income may only be used for eligible activities in accordance with all CDBG and HOME Program requirements as may then apply. The City understands that Brazoria County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such record keeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Brazoria County.

VI.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired to improve in whole or in part using CDBG funds that is within the control of the City during the term of the Agreement:

- (a) The City shall timely notify Brazoria County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition.
- (b) The City shall reimburse Brazoria County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

VII.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to 24 CFR 570.504.

VIII.

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

The County and the City acknowledge that the County shall not fund activities in or in support of any cooperating units of general local government, including the City, which does not affirmatively further fair housing within its jurisdiction or that impedes the County's actions to comply with its fair housing certification.

IX.

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

X.

The County and the City acknowledge that the City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against any individuals within its jurisdiction engaged in non-violent civil rights demonstrations. Furthermore, the City has adopted a policy and is enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

XI.

The City agrees and understands that pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

XII.

Should the U.S. Department of Housing and Urban Development reject or refuse to accept the Agreement for any reason, the County may terminate this Agreement by giving written notice of the same to the City.

XIII.

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

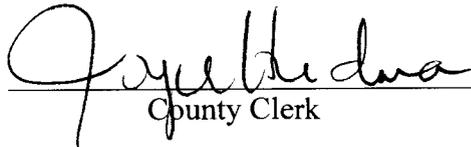
- (a) It has been executed on behalf of Brazoria County on the 26TH day of MAY, 2009, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- (b) It has been executed on behalf of the City on the 19 day of May, 2009, by its Mayor and attested by its City Clerk, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY



E.J. King, County Judge

ATTEST

By: 

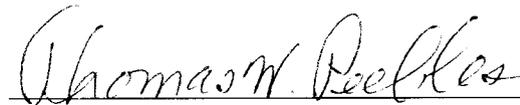
County Clerk

CITY OF ALVIN



Gary Appelt, Mayor

ATTEST

By: 

Thomas W. Peebles, City Clerk

CERTIFICATE OF CITY ATTORNEY

CITY OF ALVIN, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

May 19, 2009
Date

Bobbi Kacz
Bobbi Kacz, City Attorney

CERTIFICATE OF COUNTY ATTORNEY

BRAZORIA COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I hereby certify that the terms and provisions of the Agreement are fully authorized under State and local law, and that this agreement provides full legal authority for the County to undertake or to assist the City in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the State and local law applicable to the City (including but not limited to the City's Charter and ordinances), this certificate is given in total reliance upon the Certificate of the City Attorney and the undersigned disclaims any responsibility or liability for the City's Attorney and the errors or omissions, if any, in making such certification.

05/27/09
Date


County Attorney

**NOTICE TO WITHDRAW OR REMAIN AS A
PARTICIPATING JURISDICTION**

Nancy Friudenberg
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, Texas 77515

The City of Alvin, Texas elects to:

- Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for PY 2010-2012. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of Alvin, Texas.

- Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for PY 2010-2012. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of Alvin, Texas, intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by May 22, 2009.

Signed by:

Signature *Dany Q. L.*

Title *Mayer*

**Please mail original form to Nancy Friudenberg
by May 22, 2009.**

AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 14-07: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program to read:

Paragraph II has been amended to read as follows:

The City and County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership (HOME) Program, and the Emergency Solutions Grants (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs, nor participate in HOME, HOME consortium, or ESG Programs with other local governments except through the County during the period in which it is participating in the County's entitlement program.

Paragraph XIII has been added to read as follows:

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Paragraph XIV now reads as follows:

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the _____ day of _____, 2015, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the _____ day of _____, 2015, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

Matt Sebesta, County Judge

ATTEST

By: _____
County Clerk

CITY OF

Mayor

ATTEST

By: _____
City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF _____, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

Date

City Attorney

CERTIFICATE OF COUNTY ATTORNEY

BRAZORIA COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I hereby certify that the terms and provisions of the Agreement are fully authorized under State and local law, and that this agreement provides full legal authority for the County to undertake or to assist the City in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the State and local law applicable to the City (including but not limited to the City's Charter and ordinances), this certificate is given in total reliance upon the Certificate of City Attorney and the undersigned disclaims any responsibility or liability for the City's Attorney and the errors or omissions, if any, in making such certification.

Date

County Attorney