

# City of Alvin, Texas

Paul Horn, Mayor

Keith Thompson, Mayor Pro-tem, District C  
Brad Richards, At Large Pos. 1  
Joel Castro, At Large Pos. 2  
Scott Reed, District A



Adam Arendell, District B  
Glenn Starkey, District D  
Gabe Adame, District E

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## ALVIN CITY COUNCIL AGENDA

**THURSDAY JULY 19, 2018**

**7:00 P.M.**

(Council Chambers)

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

*Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or [drobot@cityofalvin.com](mailto:drobot@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.*

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, July 19, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### REGULAR MEETING AGENDA

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

**4. PRESENTATIONS**

A. Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collings and Moffit, LLP.

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

A. Approve minutes of the June 21, 2018 City Council meeting.

B. Consider a final plat of Charlie Baker Property (located at 1177 FM 517), being a subdivision of 35.3571 acres situated in the I.& G.N.R.R. Co. Survey, Section 25, A-620, also being a replat of lots 3 and 4 in block 26, part of lot 1 and all of lots 2-4 in block 29, all of lots 1-2 in block 32, and all of lot 1 in block 33 of Halls Addition to the City of Alvin, as recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

C. Consider a final plat of Woven Metal Products (located at 1201 FM 517), being a subdivision of 16.9301 acres in the I. & G. N. R. R. Co. Survey, Section 25, A-620, Brazoria County, Texas, and in the I. & G. N. R. R. Co. Survey Section 12, A-600, also being a replat of lot 2 and part of lot 1 block 28 and part of lots 1 and 4 block 29, of Halls Addition to the City of Alvin recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

D. Consider Ordinance 18-J, amending Chapter 17 ½ Signs, Section 41, Temporary Political Signs of the Code of Ordinances, for the purpose of amending the length of time a political sign may be placed on public property used as a voting location; providing for a penalty; and setting forth other provisions related thereto.

- E. Receive and acknowledge receipt of the Financial and Quarterly Investment reports ending June 30, 2018.

## 6. OTHER BUSINESS:

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

- A. Consider Ordinance 18-K, authorizing the issuance of approximately \$9,295,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2018; approving related agreements; approving the preparation and distribution of an Official Statement; and enacting other provisions relating thereto.
- B. Consider a variance request for the property owner of the vacant lot that is east of 1219 Betsy Ross to reduce the front building setback requirement of Chapter 21, Section 37(a) of the Code of Ordinances, from 25 feet to 18 feet, for the placement of a single-family home.
- C. Consider a final plat of St. James Place (located northeast of the Heights Road and Brazos Street intersection), being a development of 25.819 acres located in the south half of section 21, Hooper and Wade Survey, A-421, Brazoria County, Texas.
- D. Consider a final plat of Kendall Lakes Section 8 (located near Highway 35 North), being a subdivision of 14.569 acres of land located in the H.T.&B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.
- E. Consider a bid award to GW Phillips Concrete Construction, Inc., for the Durant Detention Basin Final Grading and Concrete Construction Project in an amount not to exceed \$351,473.10; and authorize the City Manager to sign the contract upon legal review.
- F. Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.
- G. Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2018-2019 (FY19), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY19 Annual Budget for the regular City Council meeting scheduled for Thursday, August 16, 2018 at 7:00 p.m.
- H. Acknowledge resignation of City Manager Sereniah Breland effective August 5, 2018.

## 7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

## 8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

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

## 9. EXECUTIVE SESSION

- A. City Council will meet in Executive Session as authorized by Texas Government Code 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, concerning an interim City Manager, and City Manager search and the appointment of a Municipal Court Judge.

- B. City Council will meet in in Executive Session pursuant to Texas Government Code Sections 551.072, deliberation regarding the purchase, exchange, lease or value of real property commonly called the Fairway Property.

**10. RECONVENE TO OPEN SESSION**

- A. Consider the appointment of an interim City Manager and give staff direction regarding the search for a City Manager.
- B. Consider and give staff direction regarding the appointment of the presiding Municipal Court Judge.
- C. Consider an offer and sales contract for the city-owned 20-acre and 10-acre tracts of land commonly called the Fairway Property.

**11. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, July 16, 2018 at 4:00 P.M.



(SEAL)

\_\_\_\_\_  
Dixie Roberts, City Secretary

Removal Date: \_\_\_\_\_

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

**MINUTES  
CITY OF ALVIN, TEXAS  
BUILDING BOARD OF ADJUSTMENTS AND APPEALS  
NOVEMBER 13, 2017  
6:00 P.M.**

**Call to Order.**

The meeting was called to order at 6:00 p.m. Board members Santos Garza, Martin Vela, Sussie Sutton, James Thompson and Roger Stuksa were present in the First Floor Conference Room at the City of Alvin Public Service Facility, 1100 W. Highway 6. Also present were staff members Mike Collins, Building Official and Roy Sosa, Plans Examiner.

**Petitions and requests from the public.**

There were no petitions or requests from the public.

**Approve the minutes of the Building Board of Adjustments and Appeals meeting of July 31, 2017.**

James Thompson motioned to approve the minutes of the Building Board of Adjustments and Appeals meeting of July 31, 2017. Seconded by Martin Vela, the motion carried on a vote of 4 ayes and 0 nays.

**Consider a request from Sign Crafters, representing McCoy's Building Supply for a special use permit concerning the size and height of a ground sign located at 675 FM 517: Section 17 ½ -38. Signs on general rights-of-way. (2) Ground signs or free standing signs – size and height.**

Martin Vela made a motion to approve the special use permit, seconded by Roger Stuksa. The motion carried on a vote of 5 ayes and 0 nays. Sussie Sutton arrived in time to vote for the special use permit.

**Reports or requests from Board Members.**

Sussie Sutton stated there is a good possibility she will not be living in Alvin anymore may have to resign from the board. Santos Garza would like to see the board meet after the holidays to elect a new chairman.

**Adjournment.**

Martin Vela motioned to adjourn the meeting, seconded by Sussie Sutton. The motion carried on a vote of 5 ayes. The meeting ended at 6:23 p.m.

Passed and approved the 2<sup>nd</sup> day of July 2018.

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
May 15, 2018**

**BE IT REMEMBERED**, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Martin Vela, Chair; Jake Starkey, Vice Chair; Nicole Kelinske, Secretary; Darrell Dailey; Ashley Davis; Charles Buckelew; and Chris Hartman. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Santos Garza and Randy Reed were absent.

**1. Call To Order.**

Call to order at 6:00 p.m.

**2. Petition and Requests from the Public.**

There were no petitions or requests from the public.

**3. Approve the Minutes of the Planning Commission meeting of April 17, 2018.**

Commission Member Charles Buckelew motioned to approve the minutes of the regular Planning Commission meeting of April 17, 2018. Seconded by Nicole Kelinske, the motion carried on a vote of 7 ayes and 0 nays.

**4. Consider a final plat of St. John the Baptist Catholic Church, being 14.952 acres in the H.T. & B.R.R. Co. survey, section 13, abstract no. 225, in the City of Alvin, Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Starkey, the motion carried on a vote of 7 ayes, 0 nays.

**5. Consider a final plat of Pierce Business Park, being a subdivision of 16.608 acres, being a portion of the subdivision of the Hooper and Wade section 18 survey, A-488, as per the plat recorded in vol. 32, pg. 2, O.R.B.C.T., City of Alvin, Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Buckelew motioned to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 7 ayes, 0 nays.

**6. Items of Community Interest.**

Darrell Dailey mentioned the store/used car lot on the corner of Blackstone and Gordon St. is blocking the view of Gordon St. Michelle Segovia stated if the cars are within the sight distance triangle the police can have the cars relocated. Darrell Dailey asked about the tree ordinance because he noticed a residence on Johnson St. recently cut down trees. Michelle Segovia stated the tree ordinance does not apply to residential. The tree ordinance applies to three or more lots, which is considered a residential development and to commercial development. Chris Hartman asked about the trees that were planted under the power lines at the Kost Detention pond. Michelle Segovia stated Dan Kelinske met with TNMP prior to selecting and planting the trees. TNMP has a list of preferred

trees and also looked at the site. Jake Starkey asked if there is anything that limits certain types of businesses in the city, storage facilities for example. Michelle Segovia stated there is a separate ordinance that pertains to storage facilities to limit the locations of them. Nicole Kelinske mentioned developments in other cities have amenities for home owners, and the developers in Alvin have the minimal green space. Nicole Kelinske asked about the surveying on FM 528. Michelle Segovia stated the city issued a design contract to HDR to start the final design on the FM 528 extension in hopes of getting it into the Transportation Improvement Program for funding. Ashley Davis said a citizen in Mustang Crossing has an issue with traffic especially during school hours. She would like to know how to go about getting a light or safety measure placed at the front of the subdivision. Michelle Segovia said to contact the Mustang Crossing HOA and TXDOT would have to approve a signal. Ashley Davis asked what a citizen would need to do if they have a sink hole in their back yard. Michelle Segovia said if the sink hole is on private property the home owner would have to remedy the situation. The city would need to be contacted if the sink hole is in an easement that has city utilities in it.

#### **7. Staff report and update.**

Michelle Segovia stated the City of Alvin has issued 9 design contracts (7 utility projects and 2 roadway projects).

#### **8. Items for the next meeting.**

Michelle Segovia, City Engineer, stated the Planning Commission may see Kendall Lakes Section 8 plat at the next meeting. The June Planning Commission meeting will be held on June 26<sup>th</sup>.

#### **9. Adjournment.**

Commission Member Buckelew motioned to adjourn the meeting, seconded by Member Dailey. The motion carried on a vote of 7 ayes. The meeting ended at 6:32 p.m.

**Minutes  
Parks Board Meeting  
Public Services Conference Room  
1100 W. Hwy. 6  
Alvin, Texas 77511  
June 5, 2018  
6:30 P.M.**

CALL TO ORDER

The meeting was called to order by Dwight Rhodes, Chair, at 6:35 p.m.

ROLL CALL

Board Members present were: Dwight Rhodes, Chair; Terrie Beasley, Vice Chair; Carrie Parker, Secretary; Milton Morgan, Kerry Ulm, Debra Palin, Jamie Vaughn. Staff Attendee: Dan Kelinske, Director of Parks and Recreation.

APPROVAL OF MINUTES

Terrie Beasley moved to approve the minutes of the June 5, 2018 meeting; seconded by Dwight Rhodes; motion was approved unanimously.

PETITIONS/REQUEST FROM THE PUBLIC

There were no petitions or requests from the public.

CHAIRMAN REPORT

There was no report from the Chairman.

DIRECTOR REPORT

Update on upcoming events.

Book Bus @Morgan Park 6/11,6/25,6/26

Book Bus @ Sealy Park 6/18

Book Bus @ National Oak Park & Pearson Park 6/12,6/26

Book Bus @ Bob Owen Pool 6/19

Operation recreation 6/14

Summer Movie: Paddington 2 6/15

Depot Market Days – reorganizing to semi-annual event (October & April)

Update on Park Projects/Improvements

Blue Trails- Presentation on Blue Trails tentative for July meeting.

Mustang Bayou bank repair-RFQ received from 4 firms. Two have been selected to review panel interview 6/7 with GC Engineering.

Ruben Adame Park- added fall surface; engineered wood fiber installed at playground and swing sets.

Watering trees Kost Detention Pond-in process of adding water bags to all 24 crepe myrtle trees; ball cypress in pond not currently installing water bags; right- of- way streets crew recently mowed the area; parks department has not agreed to manage the mowing/maintenance.

Repair turf at Briscoe Park-turf is waterlogged due to drainage issues in area and ETA for replacement/repair in June.

Park Operations Manager-interviewing 3 final candidates this week.

YTD 2018 enrollments- 2507 General enrollment; 1256 online enrollment; 437 total withdrawals; 8 total refunds

#### NEW BUSINESS

A discussion was held on touring the parks prior to the capital improvement project plan. It was scheduled to January 2019.

#### ITEMS OF COMMUNITY INTEREST

A discussion was held on the post on Talk of Alvin Face Book page about the condition of Pearson Park regarding the slides, broken swings, and full trash cans.

- Swings were repaired the day after the report.
- Trash was already scheduled to be picked up.
- Slide is on schedule to be replaced, part arrived the week of the report.

#### ADJOURNMENT

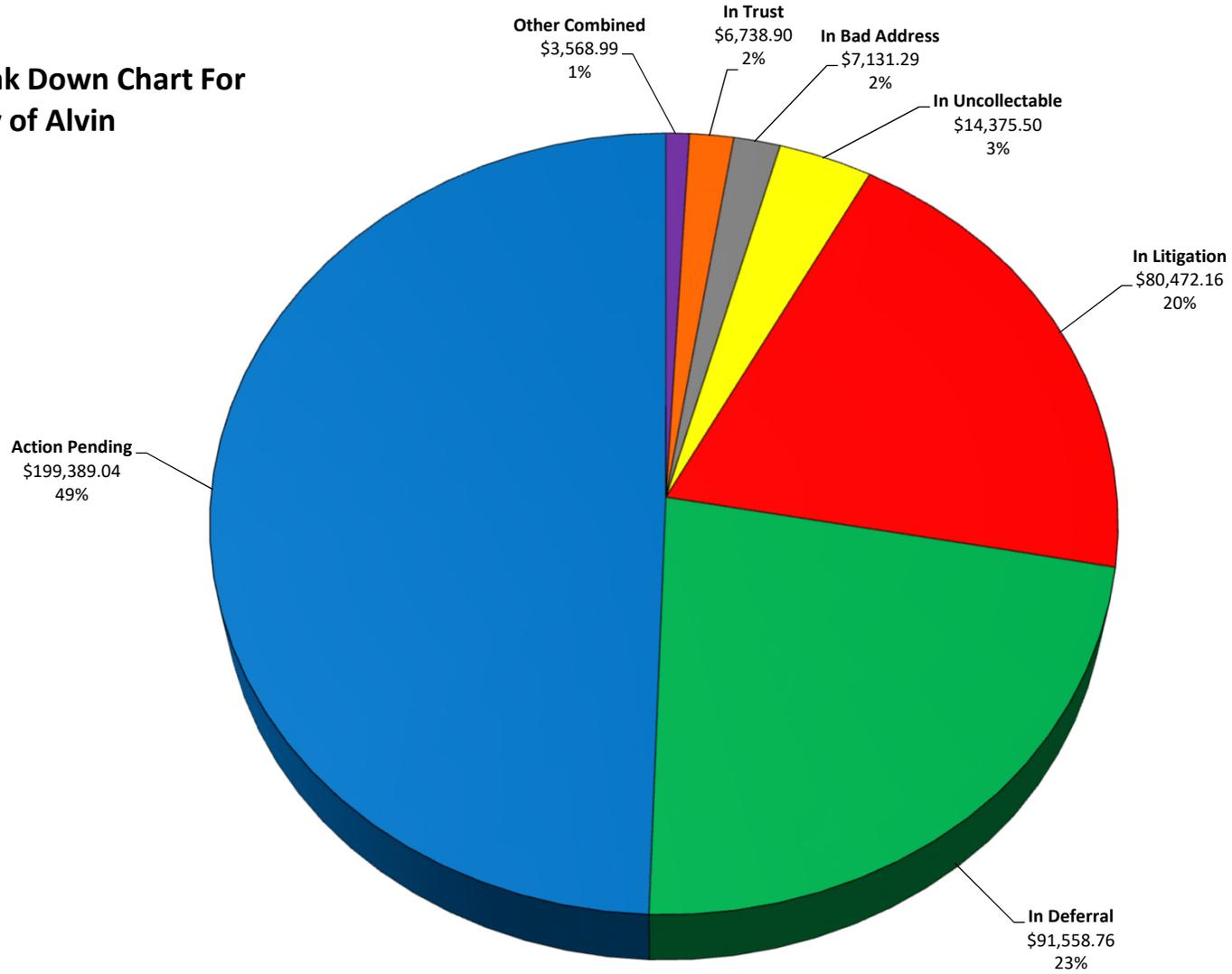
Dwight Rhodes moved to adjourn the meeting at 7:38 p.m. Seconded by Carrie Parker; motion carried unanimously.

# Collection Report to the City of Alvin

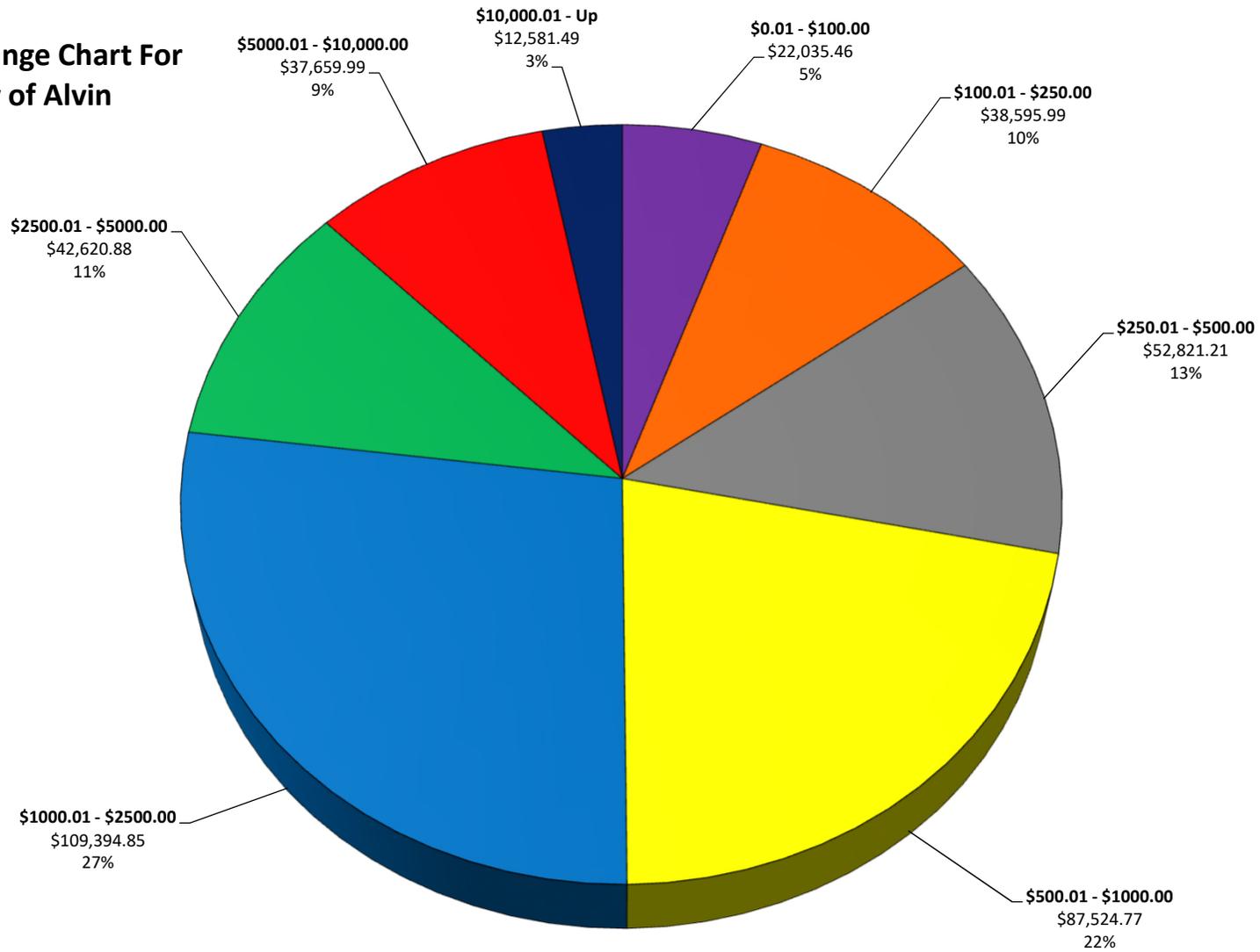
*Submitted by:* Michael J. Darlow  
Perdue Brandon Fielder Collins & Mott, LLP  
[www.pbfcm.com](http://www.pbfcm.com)



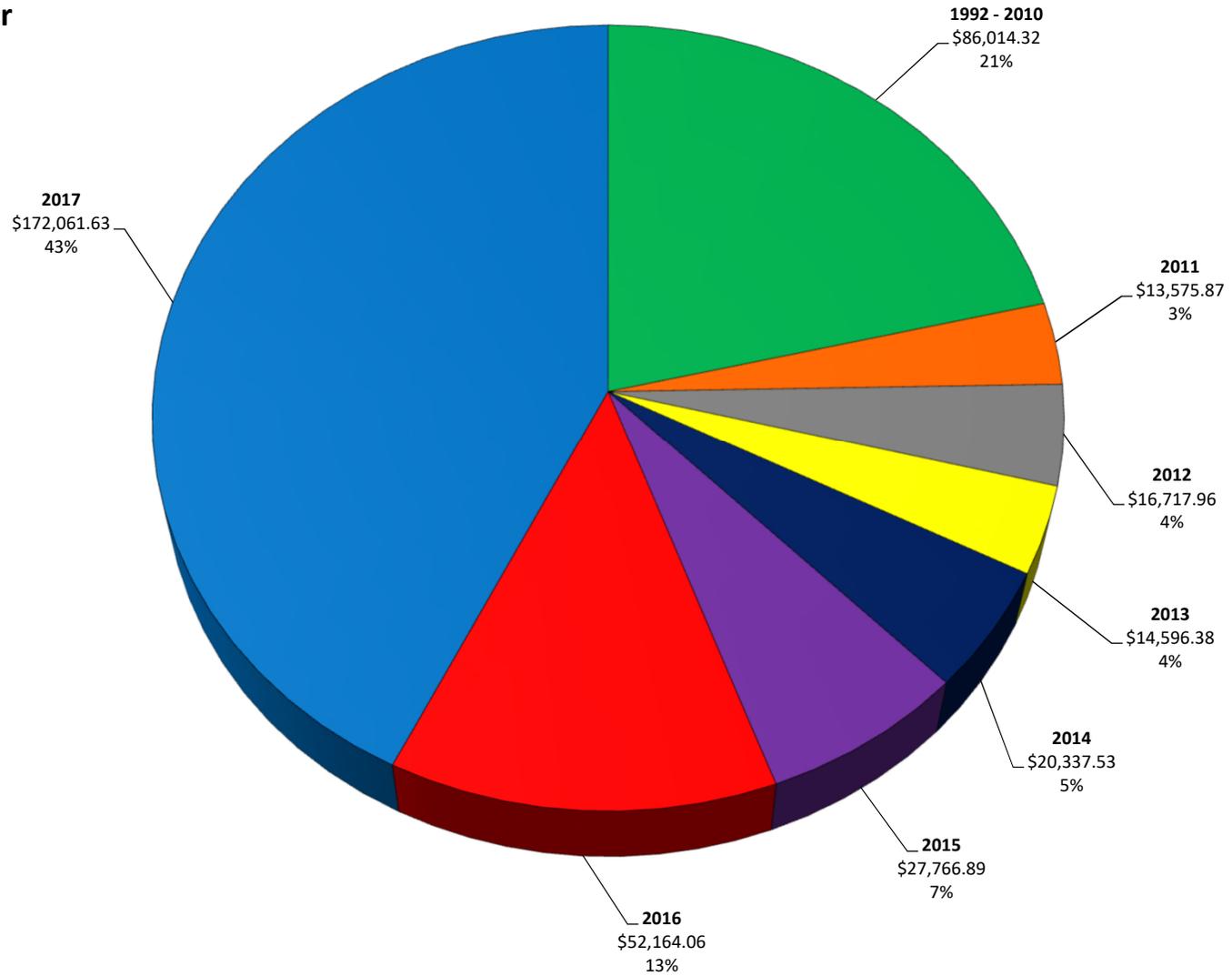
**Account Break Down Chart For  
City of Alvin**



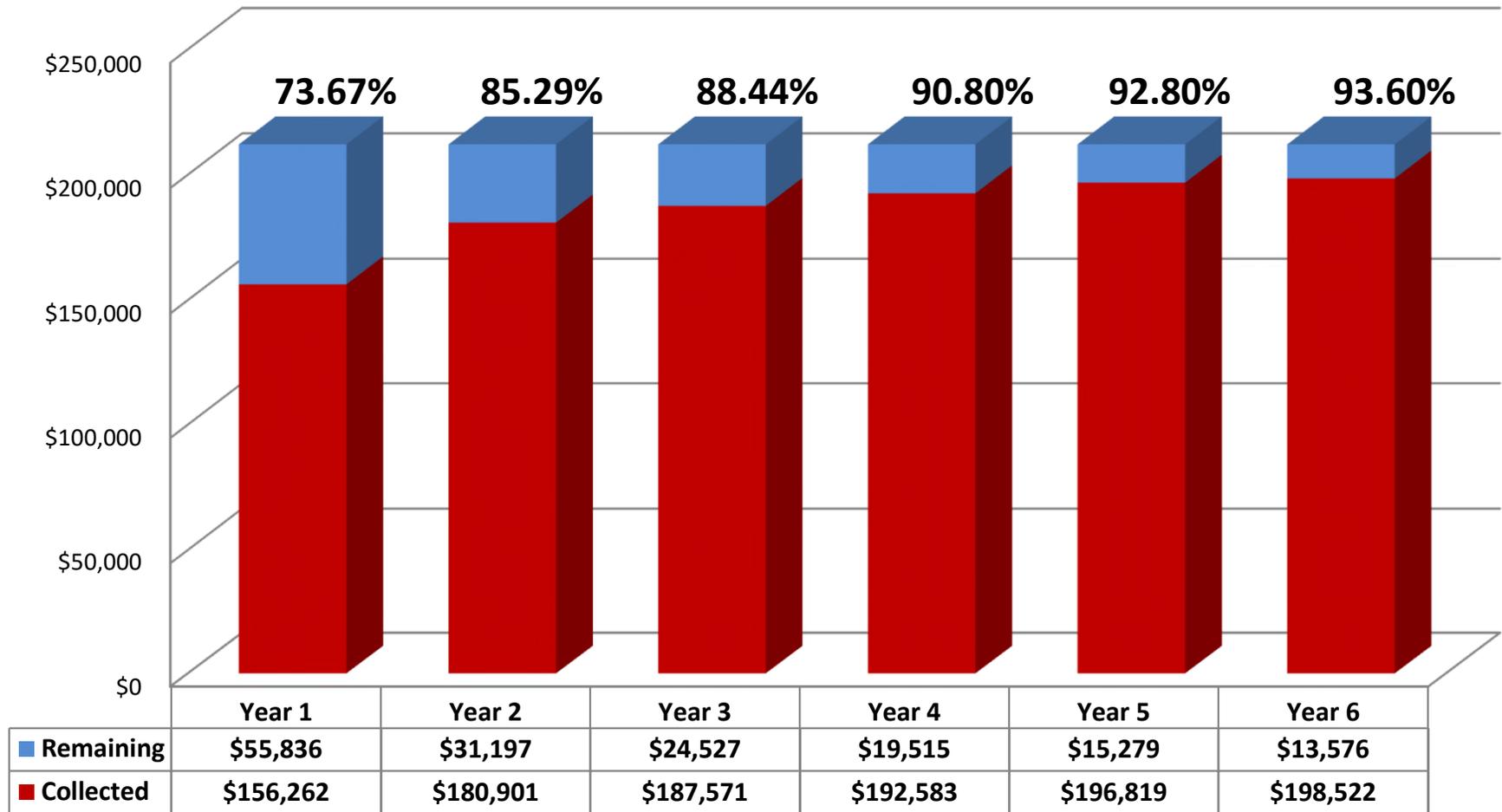
**Dollar Range Chart For  
City of Alvin**



**Tax Year Chart For  
City of Alvin**



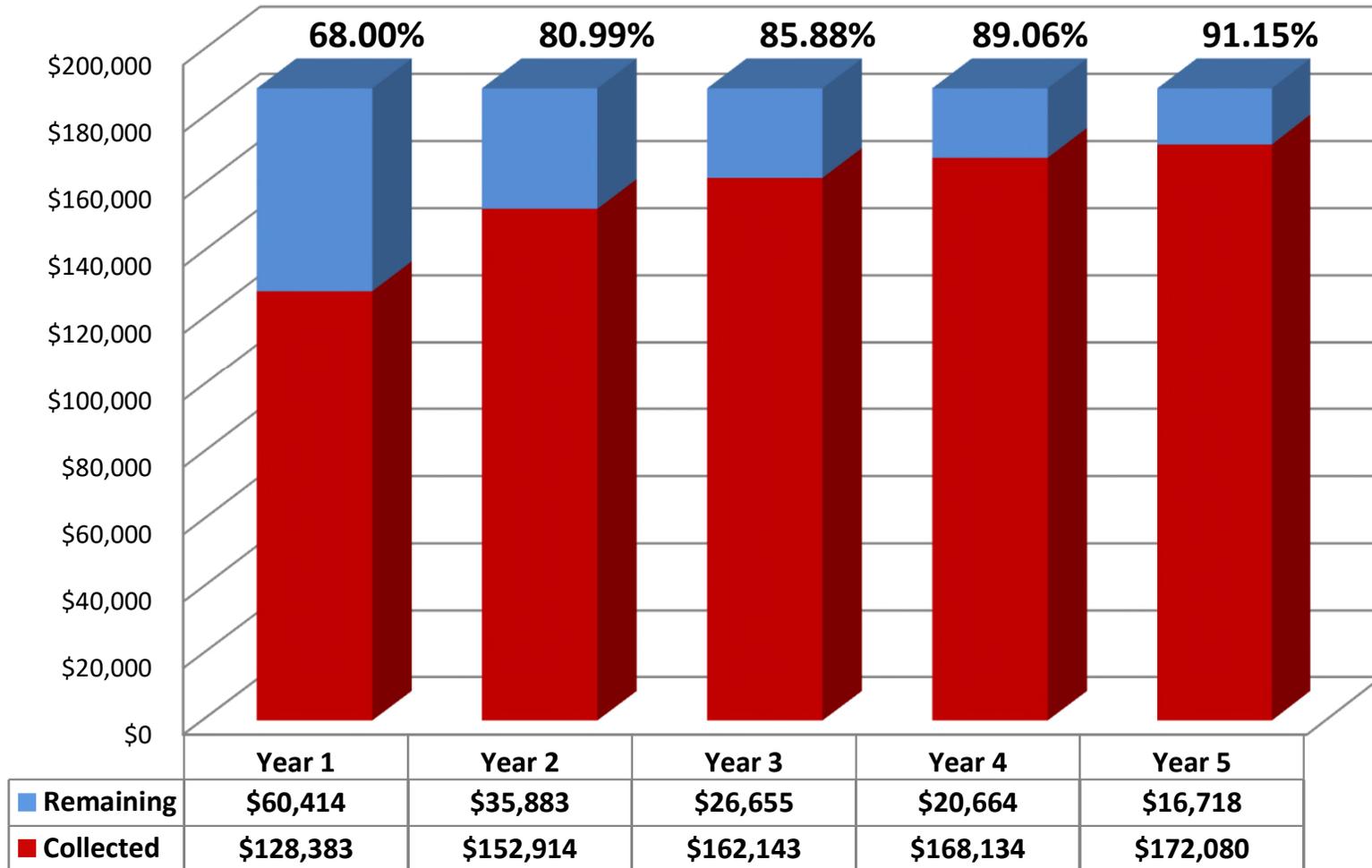
## City of Alvin 2011 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$212,098

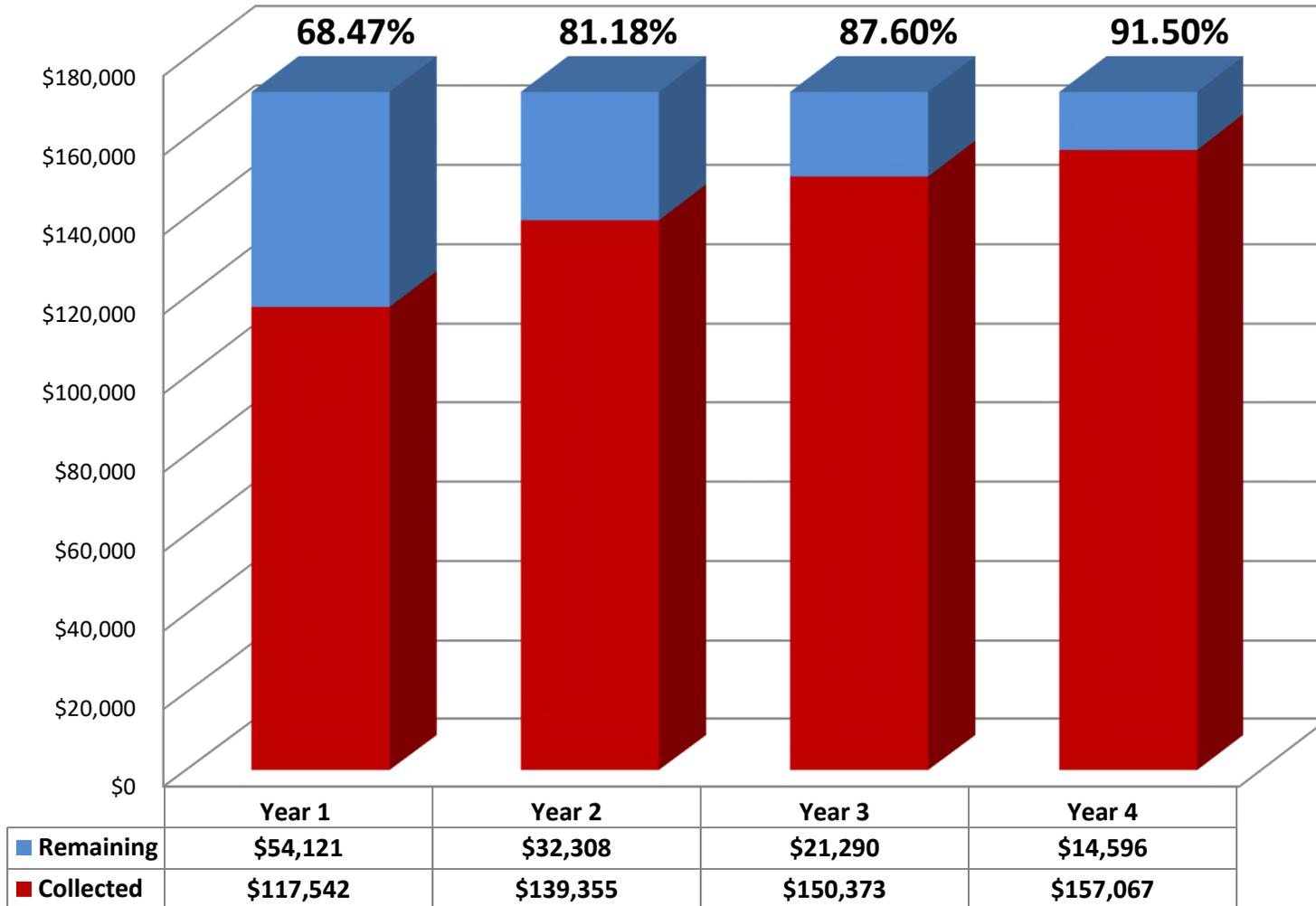
## City of Alvin 2012 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$188,798

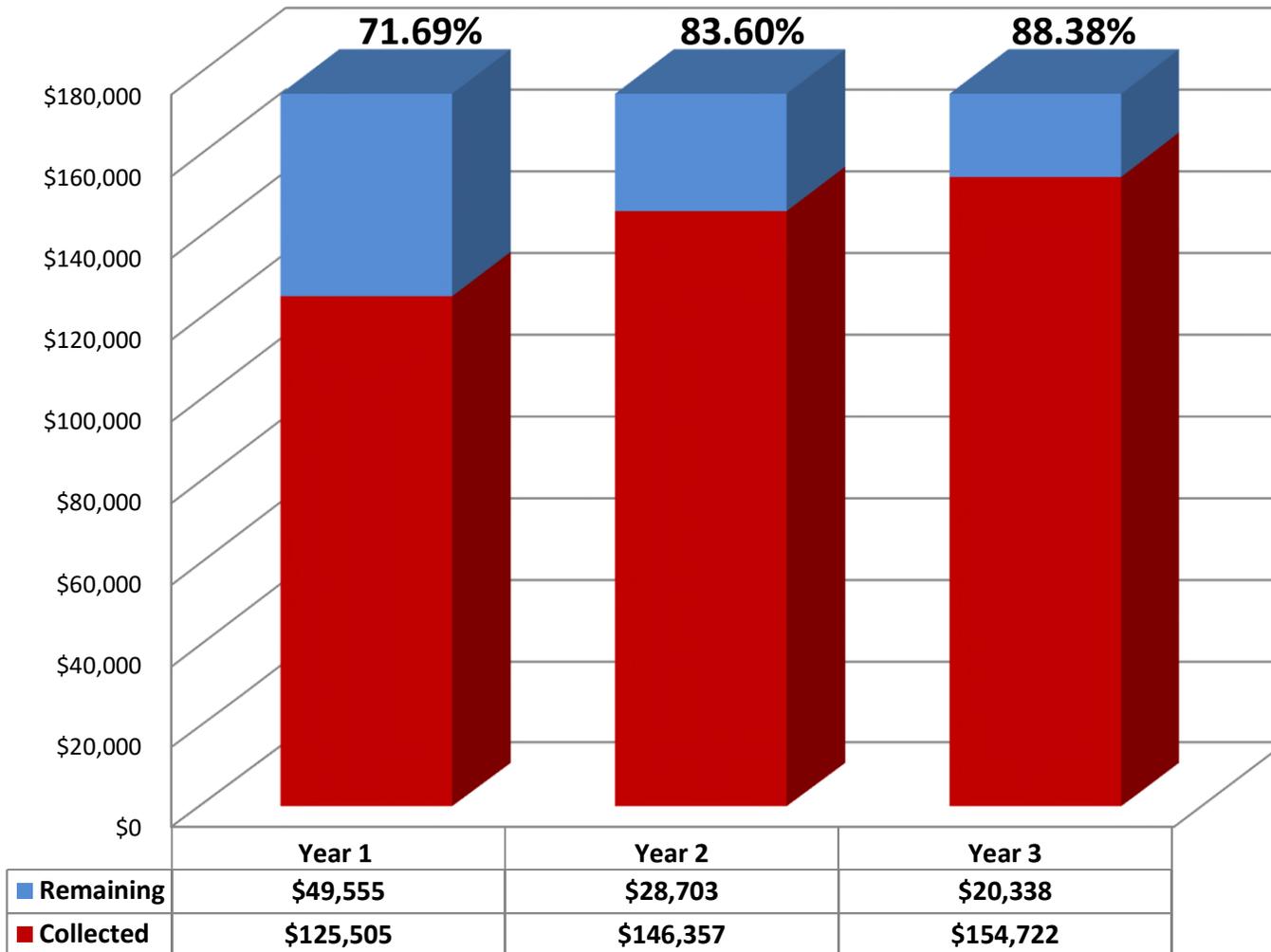
### City of Alvin 2013 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$171,663

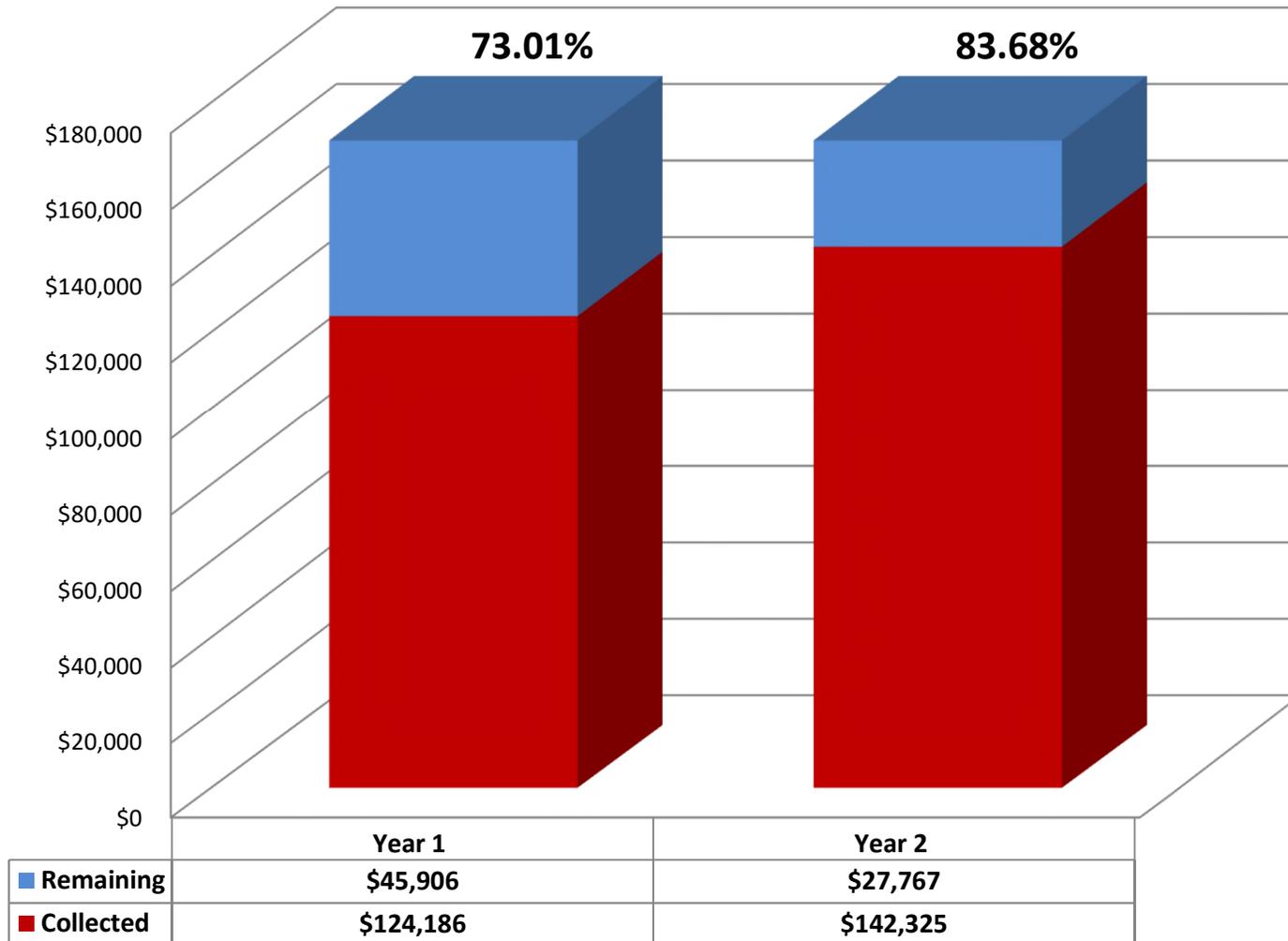
### City of Alvin 2014 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$175,060

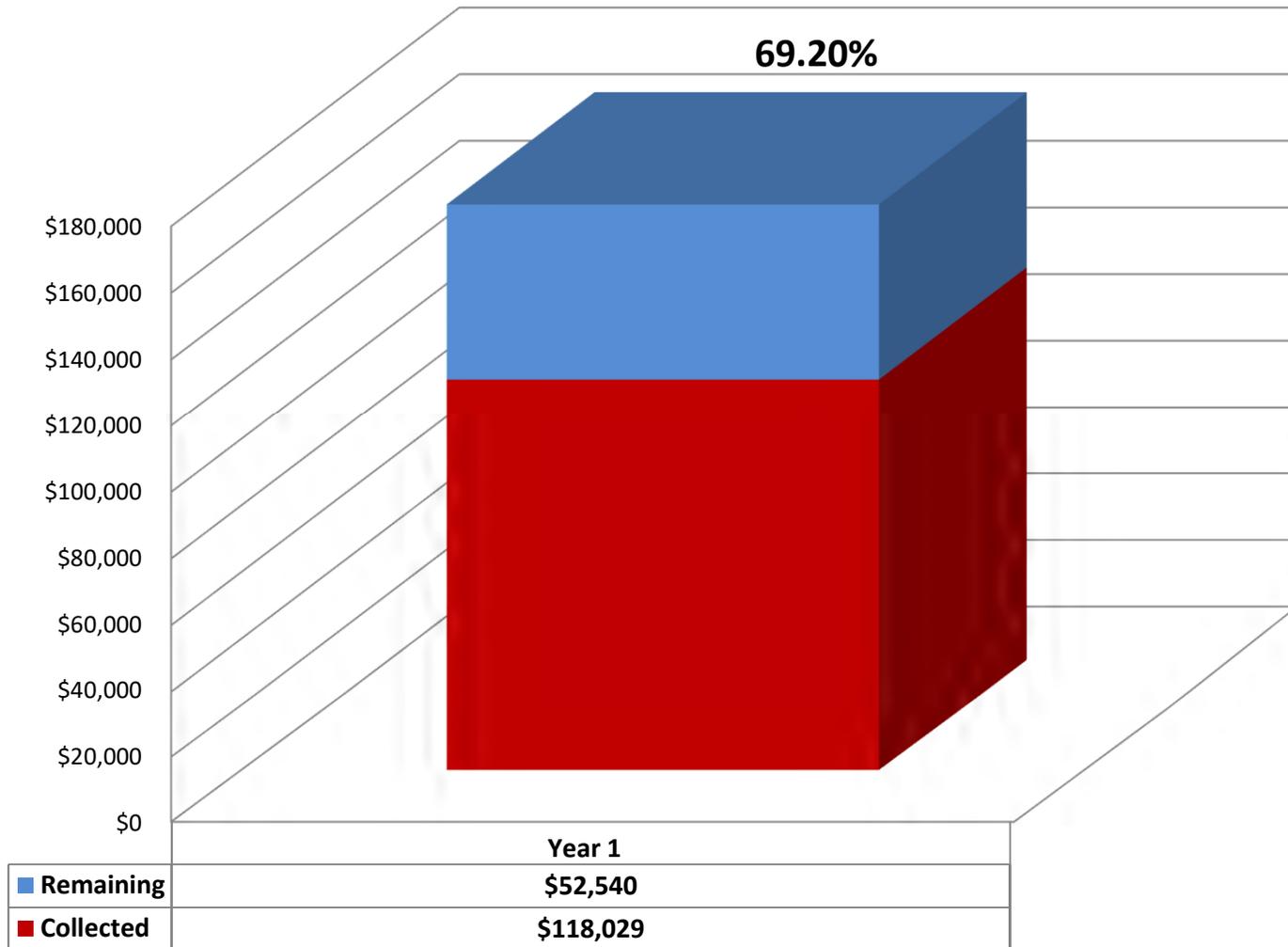
### City of Alvin 2015 Percentage of Collection



7/1 -6/30 for each year

Initial Outstanding Base Tax \$170,092

### City of Alvin 2016 Percentage of Collection



7/1 -6/30 for each year  
 Initial Outstanding Base Tax \$170,569

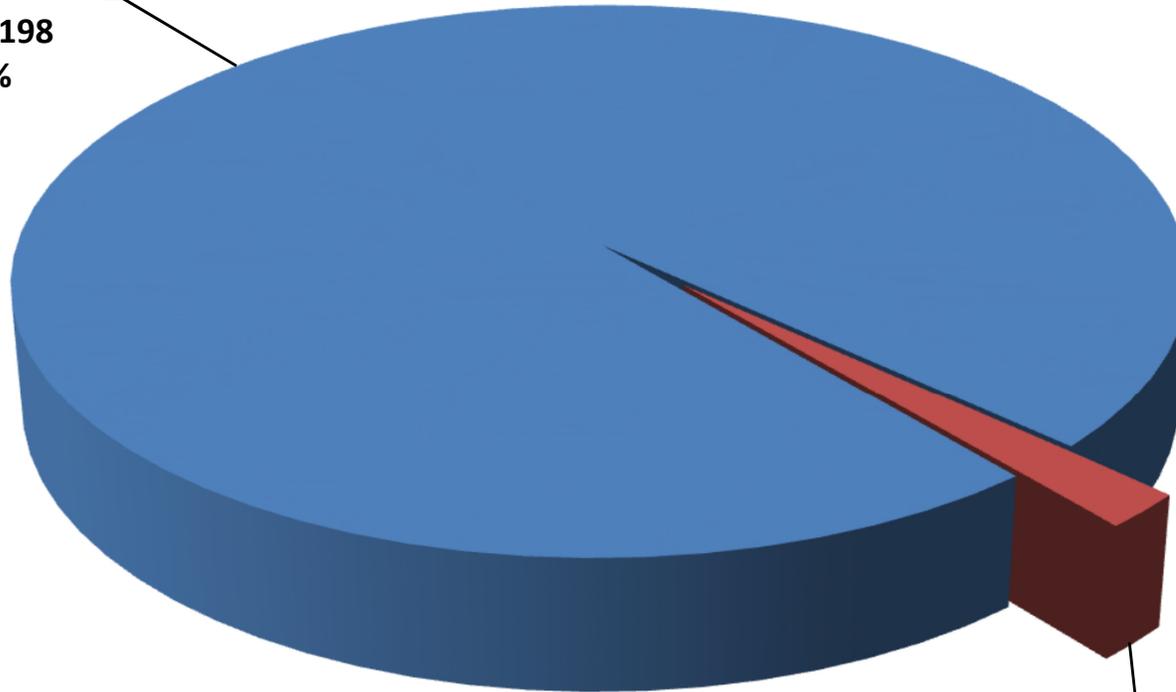
# CITY OF ALVIN

## 2017 Tax Year - Tax Collections

\$10,309,259 Total Levy of 2017 Base Tax\*

\*Amounts Provided by the Brazoria County Tax Office

Base Tax Collected  
\$10,097,198  
97.94%



Base Tax Remaining  
\$212,061  
2.06%

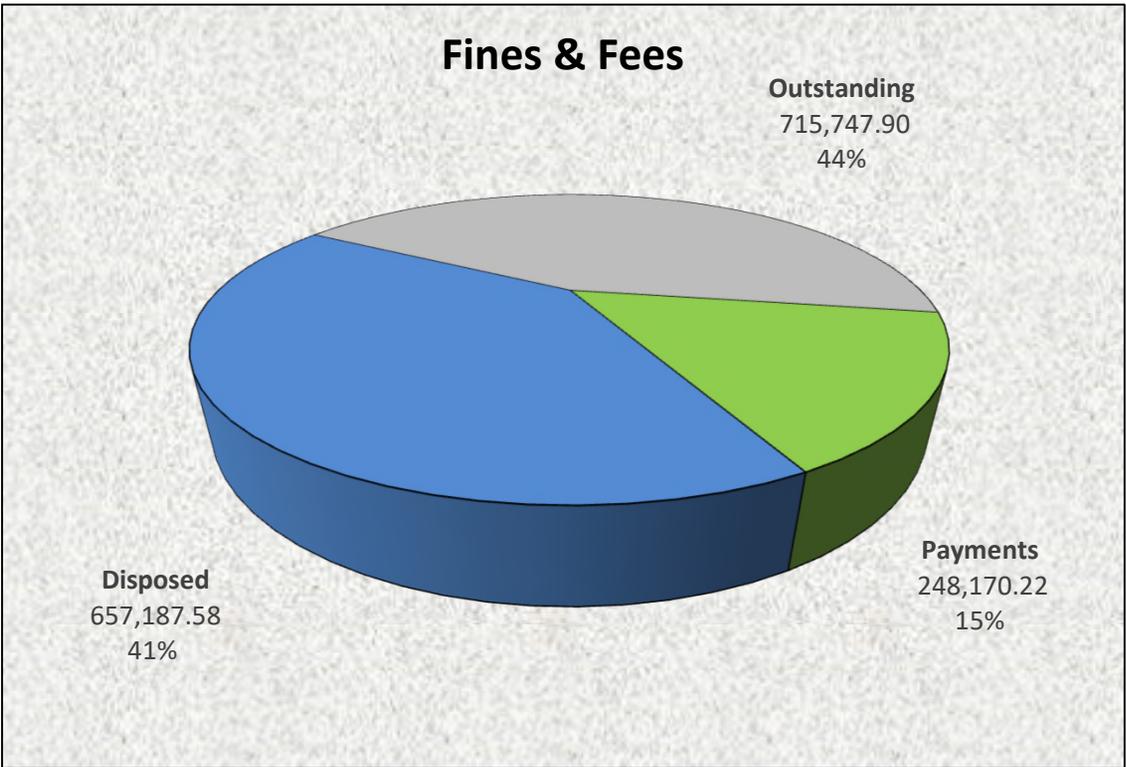
Total Levy	Base Tax Collected as of June 30, 2018	Base Tax Remaining as of June 30, 2018
\$10,309,259	\$10,097,198	\$212,061
	97.94%	2.06%

# Perdue, Brandon, Fielder, Collins, & Mott L.L.P

## Collection Report as of July 11, 2018

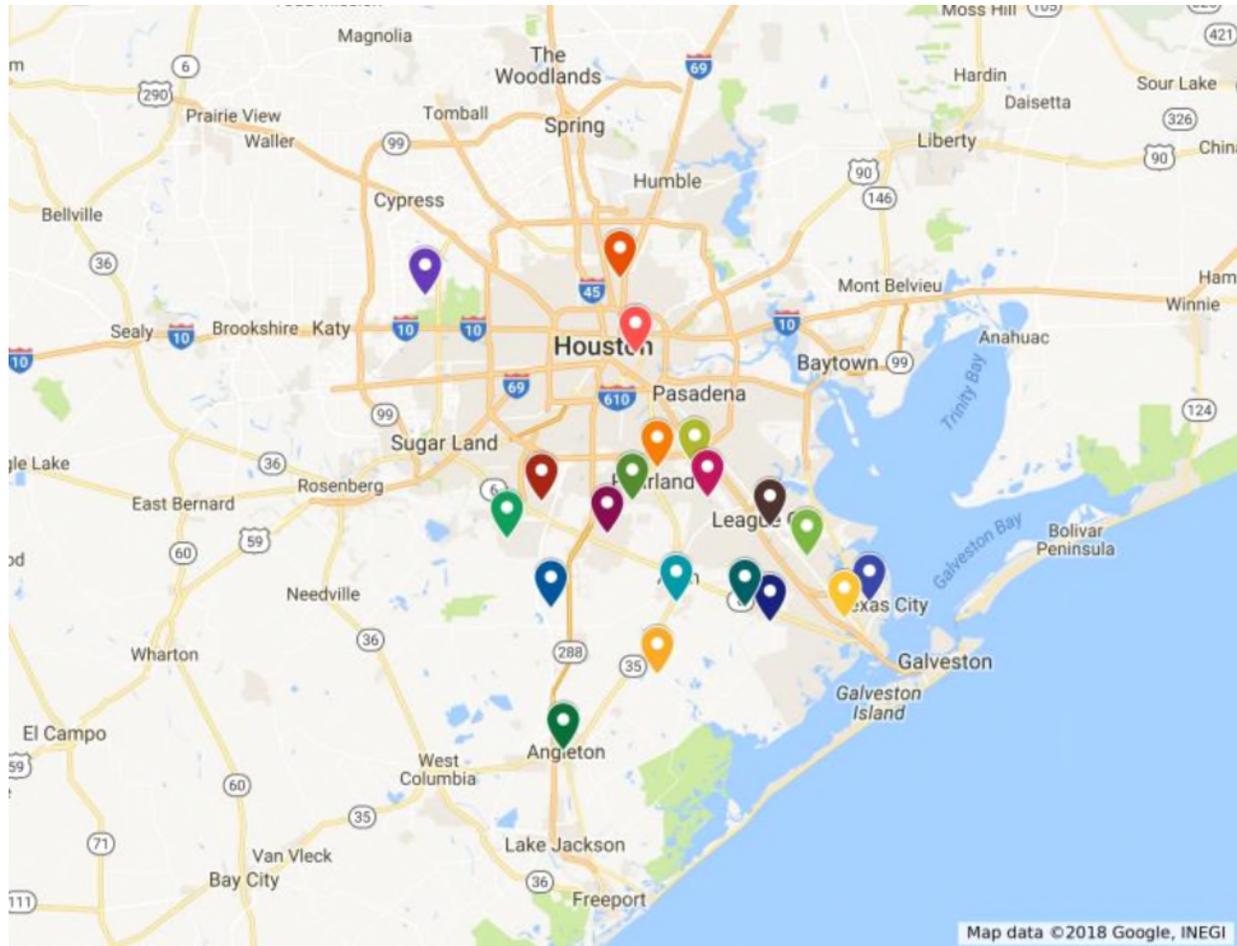
### City of Alvin

Total Turnover		Payments and/or Partial Payments			Disposed/Cleared/Arrests			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#	% of \$					
1,621,105.70	4,023	248,170.22	638	15.31%	657,187.58	1,599	40.54%	55.85%	2,120	15,745	2,698	7,292



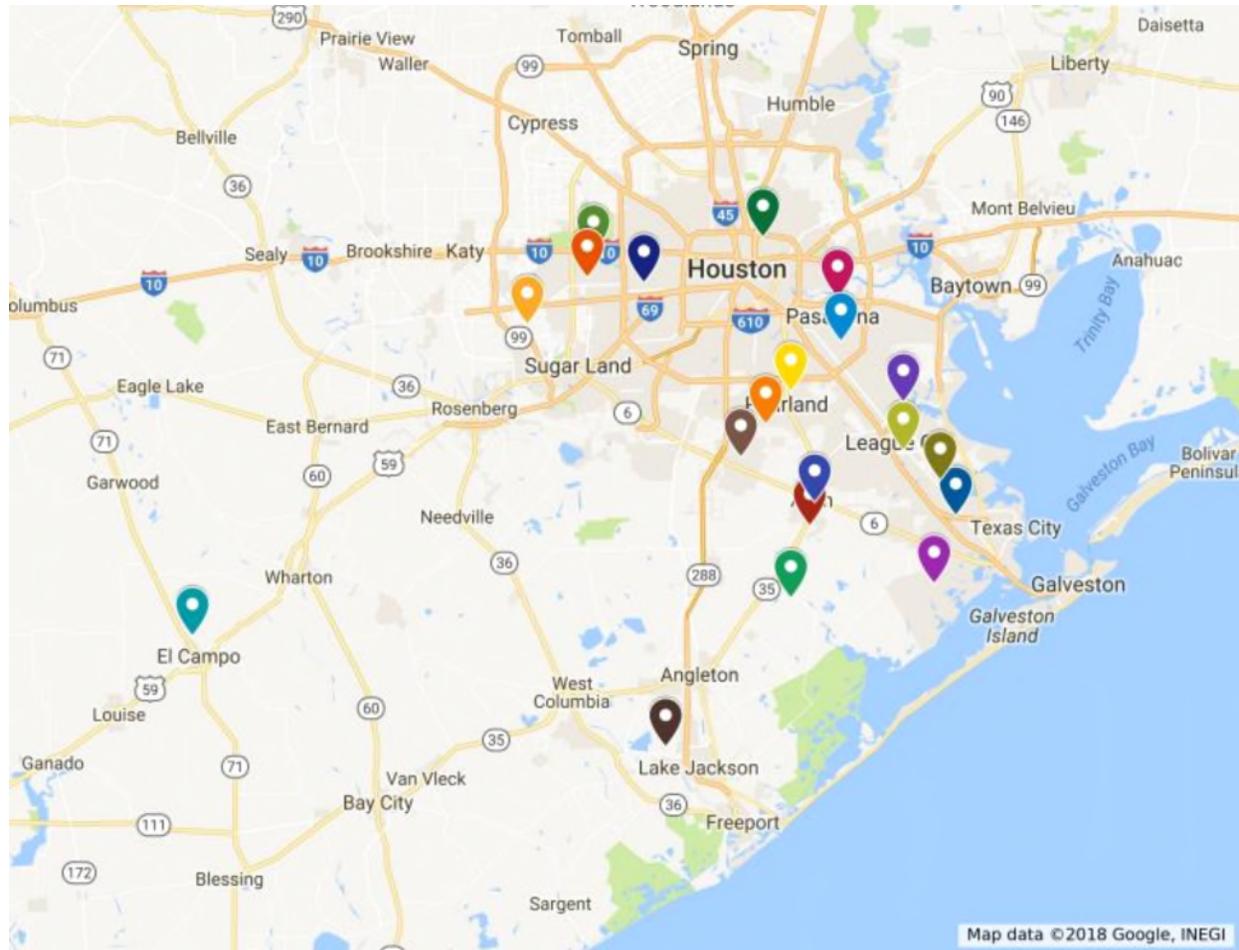
# City of Alvin Top 20 Valid Address Accounts

- 📍 77011 - \$3919.50 (4)
- 📍 77084 - \$3697.20 (4)
- 📍 77089 - \$10058.10 (12)
- 📍 77093 - \$5146.70 (6)
- 📍 77459 - \$5674.50 (8)
- 📍 77510 - \$4981.60 (5)
- 📍 77511 - \$120267.91 (158)
- 📍 77515 - \$5044.39 (7)
- 📍 77517 - \$4799.60 (6)
- 📍 77539 - \$3945.50 (6)
- 📍 77545 - \$5595.20 (9)
- 📍 77546 - \$6354.40 (11)
- 📍 77568 - \$6393.40 (11)
- 📍 77573 - \$5432.70 (7)
- 📍 77577 - \$8128.90 (7)
- 📍 77578 - \$8738.30 (16)
- 📍 77581 - \$7793.40 (12)
- 📍 77583 - \$25397.50 (33)
- 📍 77584 - \$15330.90 (20)
- 📍 77590 - \$6575.40 (9)

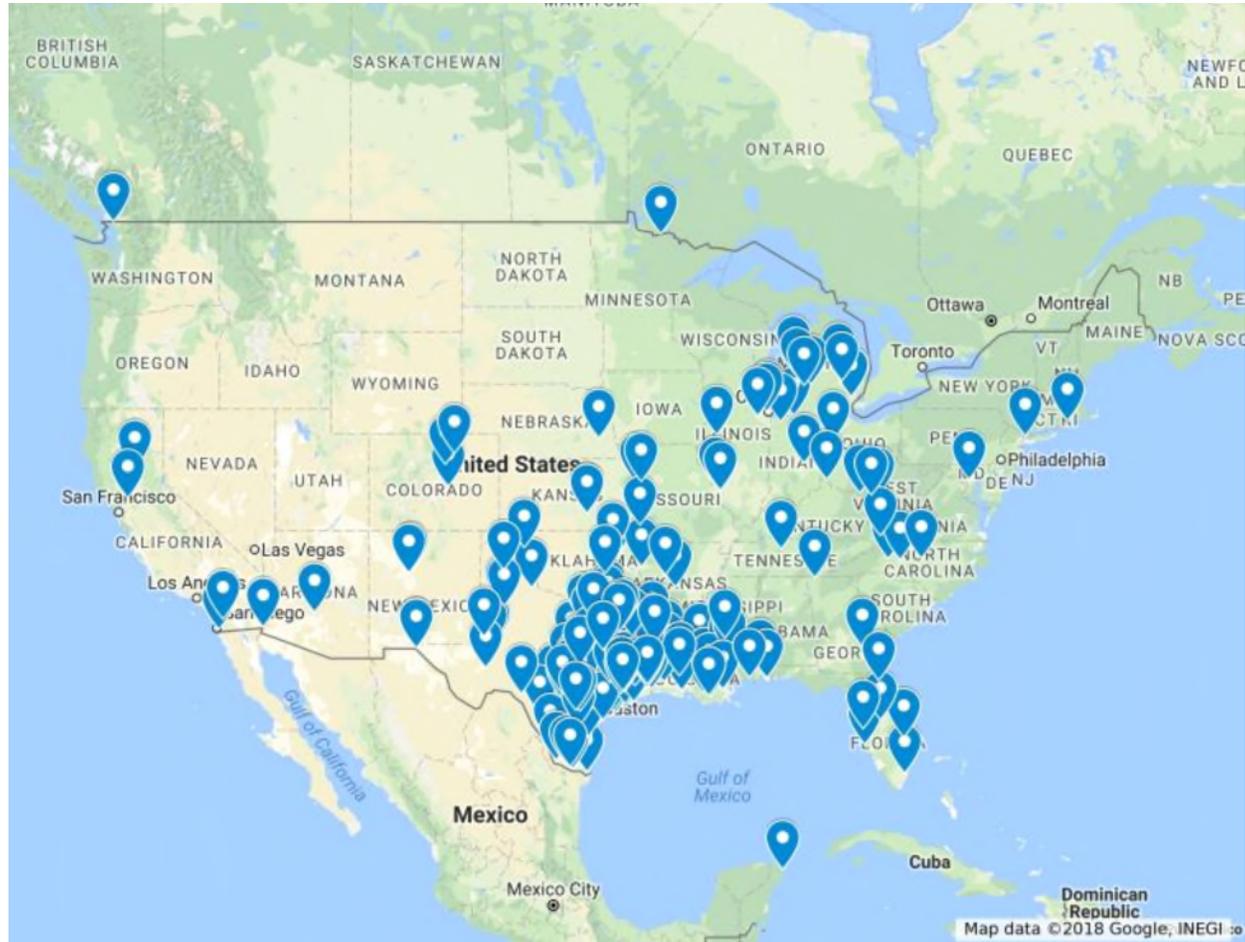


# City of Alvin Top 20 Bad Address Accounts in Texas

- 📍 77026 - \$1202.50 (1)
- 📍 77058 - \$1301.30 (1)
- 📍 77063 - \$1400.10 (2)
- 📍 77077 - \$1202.50 (1)
- 📍 77079 - \$1261.00 (1)
- 📍 77407 - \$2206.10 (1)
- 📍 77437 - \$1729.00 (1)
- 📍 77504 - \$1384.50 (2)
- 📍 77506 - \$1433.90 (2)
- 📍 77511 - \$80666.76 (108)
- 📍 77512 - \$1566.50 (2)
- 📍 77539 - \$1176.50 (2)
- 📍 77563 - \$2260.70 (2)
- 📍 77566 - \$3103.00 (3)
- 📍 77573 - \$2899.00 (3)
- 📍 77577 - \$2082.50 (3)
- 📍 77578 - \$3484.00 (4)
- 📍 77581 - \$1241.50 (2)
- 📍 77584 - \$2749.50 (4)
- 📍 77591 - \$1586.00 (2)



# City of Alvin All Accounts



**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY JUNE 21, 2018**  
**7:00 P.M.**

**CALL TO ORDER**

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

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Council member Castro, gave the invocation.

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

**PRESENTATIONS**

**Check Presentation to Corey Scopel of Scopel's Square (Corey's Kitchen) as the second recipient of the Alvin Downtown Business Incentive Grant.**

*Council approved the creation of the Downtown Business Incentive Grant program that encourages business owners to make improvements to downtown locations. The second allocation was for a 50% match for up to \$18,000. Mr. Scopel submitted his application, and the Grant Award Committee reviewed and approved the project. This project qualified for \$18,000 of the \$25,000 budgeted amount for the 2018 fiscal year award. It consisted of a new perimeter fence, enhanced landscaping, a new driveway, new restrooms, installation of electrical and plumbing services and a new sign. The project was completed with a new Certificate of Occupancy awarded by the City of Alvin Building Department.*

Mayor Horn, members of City Council and Economic Development staff presented a check to Corey Scopel of Scopel's Square (Corey's Kitchen) as the second recipient of the Alvin Downtown Business Incentive Grant.

**Proclamation – Kynneddy Flannel Day.**

Mayor Horn presented a proclamation to Kynneddy Flannel, Alvin High School Student, for achievements in track and field.

**Proclamation – July 2018 as Parks and Recreation Month.**

Mayor Horn presented a proclamation to Dan Kelinske, Parks Director, and parks staff proclaiming the month of July as Parks and Recreation Month.

**Departmental Presentation – EMS/Emergency Management.**

Ron Schmitz, EMS Director/Emergency Management Coordinator gave a departmental update.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

**Approve minutes of the June 7, 2018 City Council meeting.**

Consider an Interlocal Agreement with the City of Manvel for use of the Alvin Animal Adoption Center with an automatic one (1) year renewal; and authorize the City Manager to sign.

*In 2014, the City of Manvel (Manvel) entered into the first inter-local agreement with the City of Alvin (Alvin) for Manvel to use the Alvin Animal Adoption Center (AAAC). This agreement allowed Manvel to bring up to 250 animals per year to AAAC for a set fee of \$25,000, which was paid at the beginning of the agreement. Any animals over and above 250 were billed to Manvel at a rate of \$100 per animal. Manvel has renewed this agreement each budget year with the same set fee and would like to renew this agreement for the 2018-2019 budget year. The agreement contains an automatic renewal for the 2019-2020 budget year. This agreement maintains the same fee and terms as the current and previous agreements.*

*In 2016-2017, Manvel brought a total of 156 animals to the shelter and in 2017-2018 to date they have brought in 79 animals. Any associated fees for reclamation of lost animals or adoption fees are kept by the City of Alvin and do not affect the fee paid by Manvel. The current agreement as well as the requested renewal does allow for the shelter to deny animal intake from Manvel for cause, such as no space available, but the shelter has been able to accommodate all animals brought in thus far without issue.*

Consider Resolution 18-R-22, suspending the July 5, 2018 effective date of Texas New Mexico Power Company's (TNMP's) requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with other TNMP cities; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals.

*The City of Alvin is served by Texas New Mexico Power (TNMP). Texas-New Mexico Power Company (TNMP or the Company) filed an application on May 30, 2018 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$33.3 million. The Company asks the City to approve a 23.4% increase in residential rates and a 11.8% increase in street lighting rates. Monthly rates would increase by approximately \$12.21 for an average residential customer.*

*The resolution suspends the July 5, 2018 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other cities served by TNMP, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.*

*The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, TNMP's rate request is deemed approved.*

*The City of Alvin is a member of Gulf Coast Coalition of Cities (GCCC), a coalition of cities known alternatively as the Cities Served by TNMP and the Gulf Coast Coalition of Cities (TNMP Cities). The Coalition has been in existence since the early 1990s. TNMP Cities have been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.*

Council member Castro moved to approve the consent agenda as presented. Seconded by Council member Starkey; motion carried on a vote of 5 Ayes.

## **OTHER BUSINESS**

Consider the cancellation of the July 5, 2018 City Council meeting.

*There are no tentative items for consideration for the regular City Council meeting scheduled for July 5, 2018. The cancellation of said meeting will also give members of council and staff extra time to spend with family and friends during the July 4<sup>th</sup> Holiday. Wednesday July 4<sup>th</sup> is a City Holiday for non-emergency services personnel.*

Council member Richards moved to approve the cancellation of the July 5, 2018 City Council meeting. Seconded by Council member Thompson; motion carried a vote of 5 Ayes.

## **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Mr. Roland reviewed the preliminary list for the July 19, 2018 City Council meeting.

## **ITEMS OF COMMUNITY INTEREST**

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

Mrs. Roberts reviewed items of community interest.

**EXECUTIVE SESSION**

Mayor Horn called for an executive session at 7:45 p.m. in accordance to the following:

City Council will meet in Executive Session pursuant to Texas Government Code 551.072 – deliberation regarding the purchase, exchange, lease or value of real property.

**RECONVENE TO OPEN SESSION**

Take action on Executive Session item if necessary.

Mayor Horn reconvened the meeting into open session at 8:11 p.m. No action was taken from executive session.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 8:11 p.m.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Charlie Baker Property (located at 1177 FM 517), being a subdivision of 35.3571 acres situated in the I.& G.N.R.R. Co. Survey, Section 25, A-620, also being a replat of lots 3 and 4 in block 26, part of lot 1 and all of lots 2-4 in block 29, all of lots 1-2 in block 32, and all of lot 1 in block 33 of Halls Addition to the City of Alvin, as recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

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

**Summary:** On May 31, 2018, the Engineering Department received the final plat of Charlie Baker Property for review. The property is located at 1177 FM 517 in the City of Alvin's Extraterritorial Jurisdiction (ETJ), and is being platted to consolidate existing property with property that is being purchased from the landowner to the east. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 26, 2018.

Staff recommends approval. [Click Here to view plats.](#)

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 7/9/18 SLH

## Supporting documents attached:

- Final Plat of Charlie Baker Property

**Recommendation:** Move to approve the final plat of Charlie Baker Property (located at 1177 FM 517), being a subdivision of 35.3571 acres situated in the I.& G.N.R.R. Co. Survey, Section 25, A-620, also being a replat of lots 3 and 4 in block 26, part of lot 1 and all of lots 2-4 in block 29, all of lots 1-2 in block 32, and all of lot 1 in block 33 of Halls Addition to the City of Alvin, as recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Woven Metal Products (located at 1201 FM 517), being a subdivision of 16.9301 acres in the I. & G. N. R. R. Co. Survey, Section 25, A-620, Brazoria County, Texas, and in the I. & G. N. R. R. Co. Survey Section 12, A-600, also being a replat of lot 2 and part of lot 1 block 28 and part of lots 1 and 4 block 29, of Halls Addition to the City of Alvin recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

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

**Summary:** On May 31, 2018, the Engineering Department received the final plat of Woven Metal Products for review. The property is located at 1201 FM 517 in the City of Alvin's Extraterritorial Jurisdiction (ETJ). The property is being platted for conveyance. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 26, 2018.

Staff recommends approval. [CLICK HERE](#) to view plats.

**Funding Expected:** Revenue \_\_\_ Expenditure \_\_\_ N/A X **Budgeted Item:** Yes \_\_\_ No \_\_\_ N/A X

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A X Required \_\_\_ **Date Completed:** 7/9/18 SLH

**Supporting documents attached:**

- Final Plat of Woven Metal Products

**Recommendation:** Move to approve the final plat of Woven Metal Products (located at 1201 FM 517), being a subdivision of 16.9301 acres in the I. & G. N. R. R. Co. Survey, Section 25, A-620, Brazoria County, Texas, and in the I. & G. N. R. R. Co. Survey Section 12, A-600, also being a replat of lot 2 and part of lot 1 block 28 and part of lots 1 and 4 block 29, of Halls Addition to the City of Alvin recorded in volume 14, page 304 of the Plat Records of Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider Ordinance 18-J, amending Chapter 17 ½ Signs, Section 41, Temporary Political Signs of the Code of Ordinances, for the purpose of amending the length of time a political sign may be placed on public property used as a voting location; providing for a penalty; and setting forth other provisions related thereto.

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

**Summary:** This ordinance is to simply clarify that political signs placed on public property used as the early voting location, do not have to be removed in the time between early voting and election day, which is typically for the duration of 7 days. Early voting generally ends on a Tuesday or Wednesday, and election day is generally held the following Tuesday. There was some confusion during a recent election, as to whether these signs needed to be removed during this timeframe, as it was not clearly stated in the ordinance. The added language proposed to this section will give clear direction.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 7/9/18 SLH

**Supporting documents attached:**

- Ordinance 18-J

**Recommendation:** Move to approve Ordinance 18-J, amending Chapter 17 ½ Signs, Section 41, Temporary Political Signs of the Code of Ordinances, for the purpose of amending the length of time a political sign may be erected on public property used as a voting location; providing for a penalty; and setting forth other provisions related thereto

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 18-J**

**AN ORDINANCE AMENDING CHAPTER 17½, SIGNS, SECTION 41, TEMPORARY POLITICAL SIGNS OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE LENGTH OF TIME A POLITICAL SIGN MAY BE ERECTED ON PUBLIC PROPERTY USED AS A VOTING LOCATION; PROVIDING FOR A PENALTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That the Code of Ordinances, City of Alvin, Texas, Chapter 17½ Signs, Section 41, Temporary Political Signs, is hereby amended by adding language to clarify the timeframe political signs may be erected on public property to read as follows:

**Sec. 17 ½ - 41. – Temporary Political Signs.**

...

(c) ... Each temporary political sign may not:

(6) Remain on the premises more than 24 hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location. Said signs do not have to be removed in the time between early voting and election day.

...

**Section 2. Severability.** 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 3. Code of Ordinances.** It is the intention of the Council that this ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

**Section 4. Penalty.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

**Section 5. Publication.** The City Secretary of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

**Section 6. Effective Date.** This ordinance shall take effect immediately after its passage and publication in accordance with the provisions of Chapter 52, Texas Local Government Code, and the City of Alvin Charter.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED** on first and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By \_\_\_\_\_  
Paul A. Horn, Mayor

By \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Finance

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

**Agenda Item:** Receive and acknowledge receipt of the Financial and Quarterly Investment reports for June 30, 2018.

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

**Summary:** The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Financial Reports – June 30, 2018

**Recommendation:** Move to acknowledge receipt of the June 30, 2018 Financial and Quarterly Investment reports.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# CITY OF ALVIN

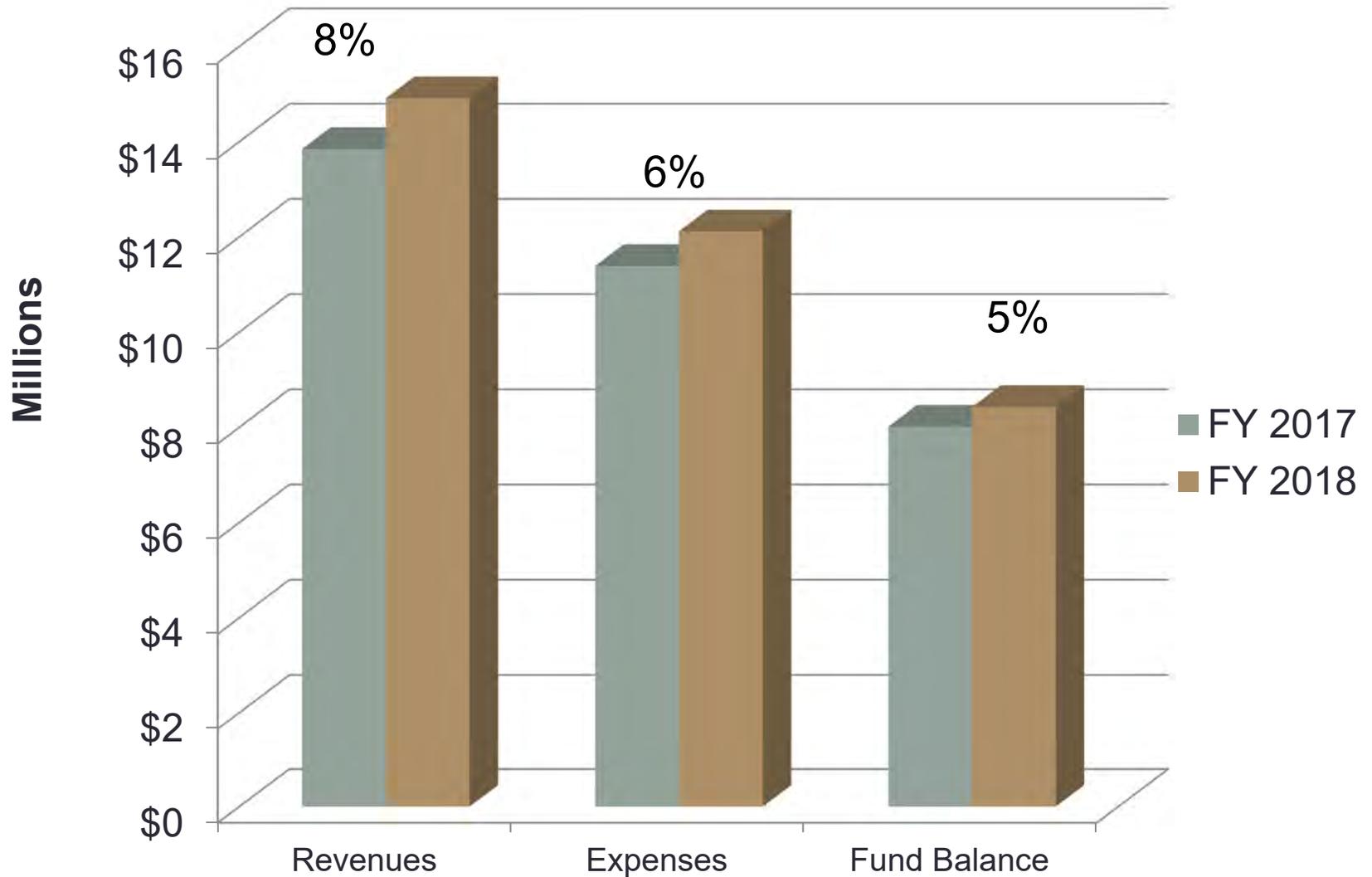
Financial Summary

June, 2018

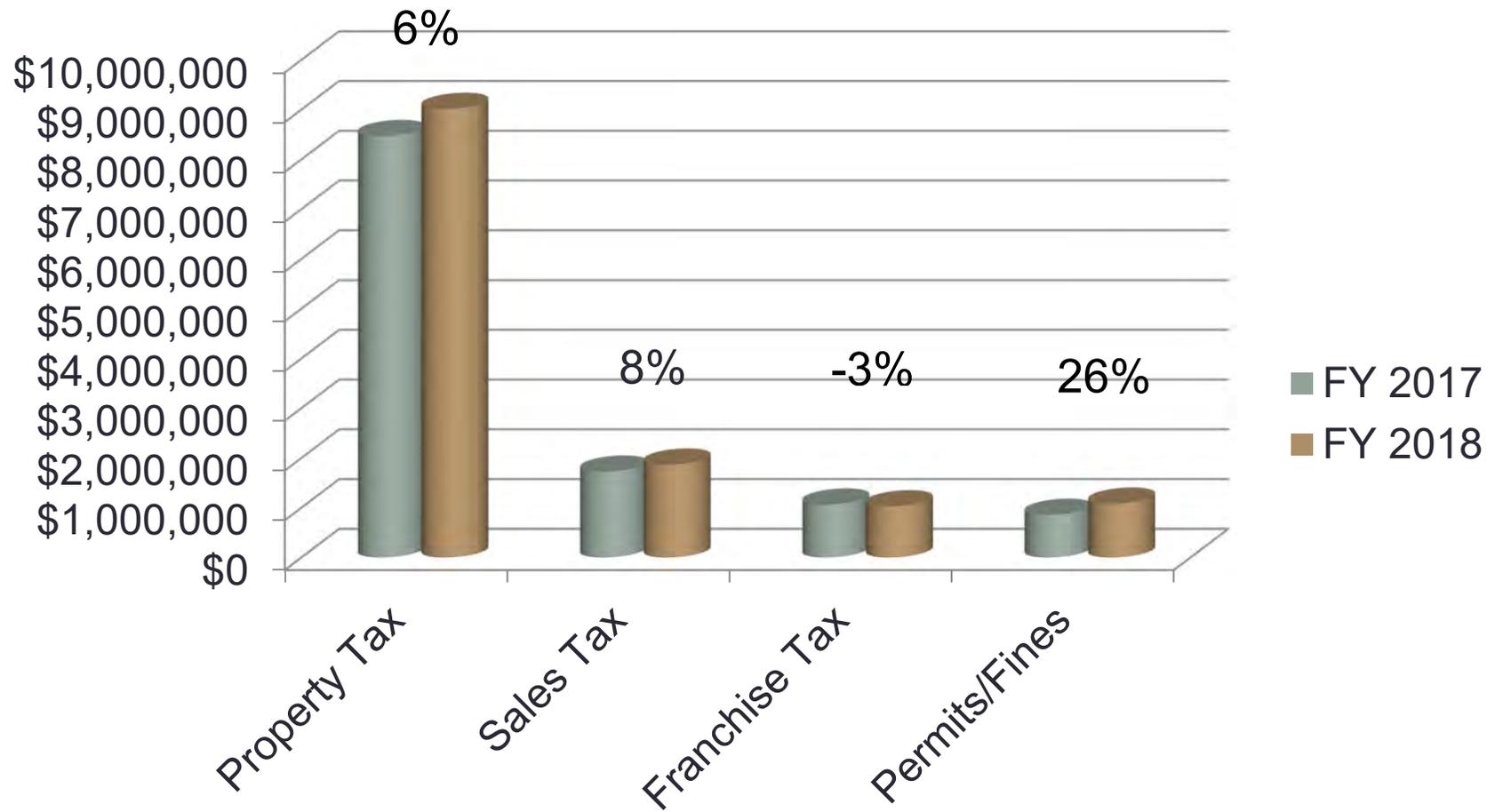
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# General Fund Summary

## Revenue, Expense & Fund Balance Comparison



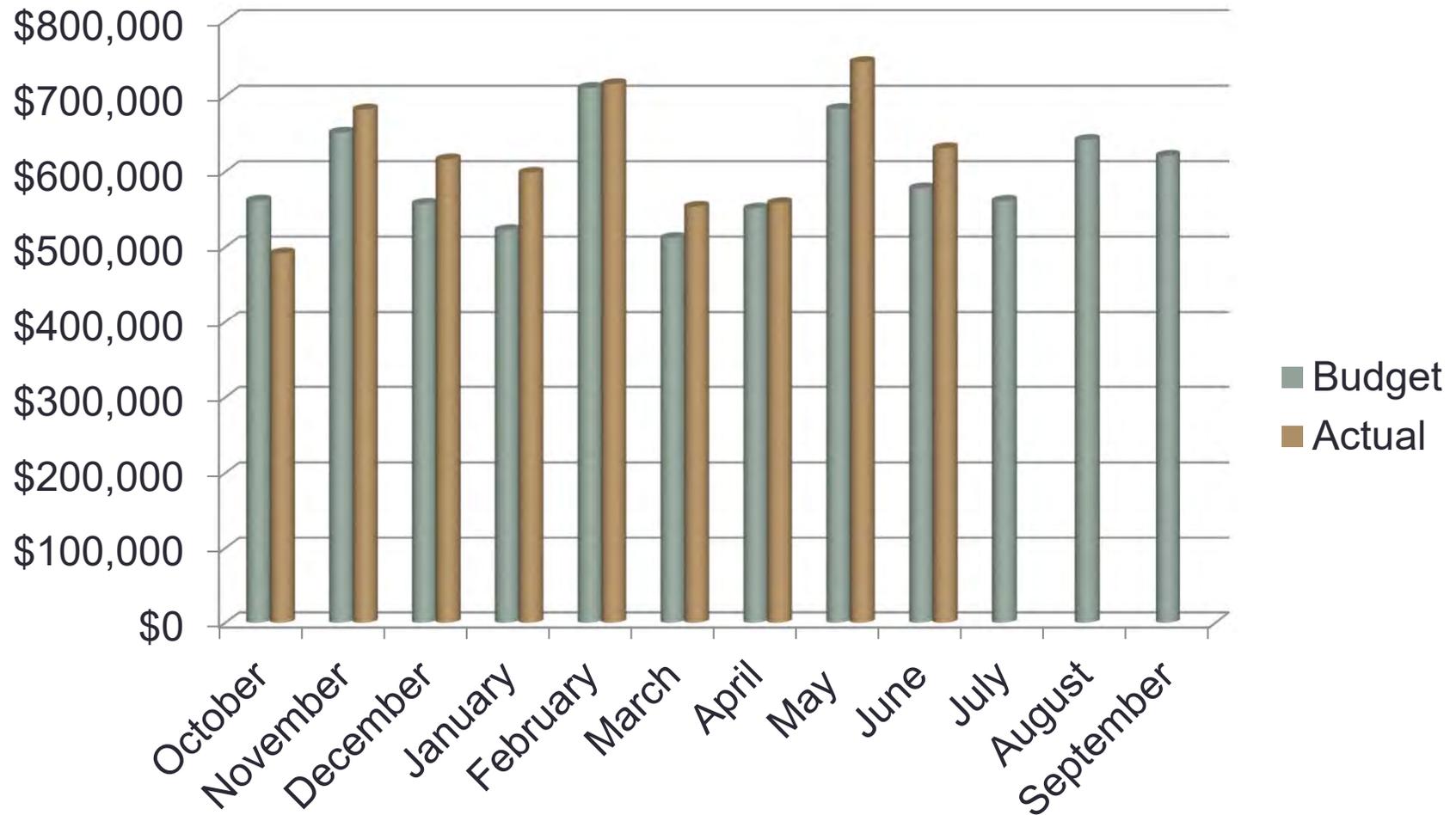
# General Fund Major Revenue Comparison as of June 30, 2018



# Sales Tax Revenues

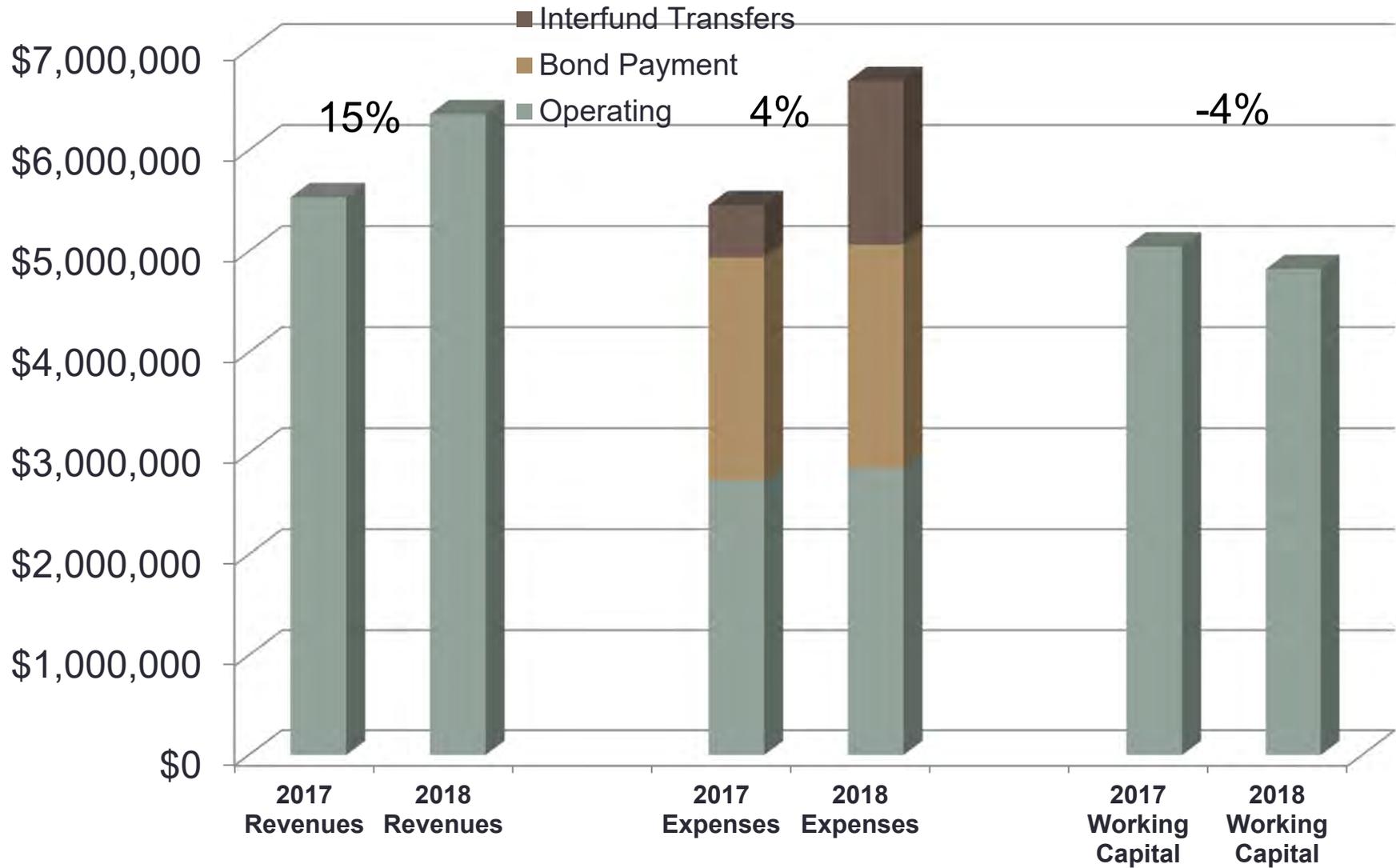
## Budget vs. Actual

### FY 2017-18



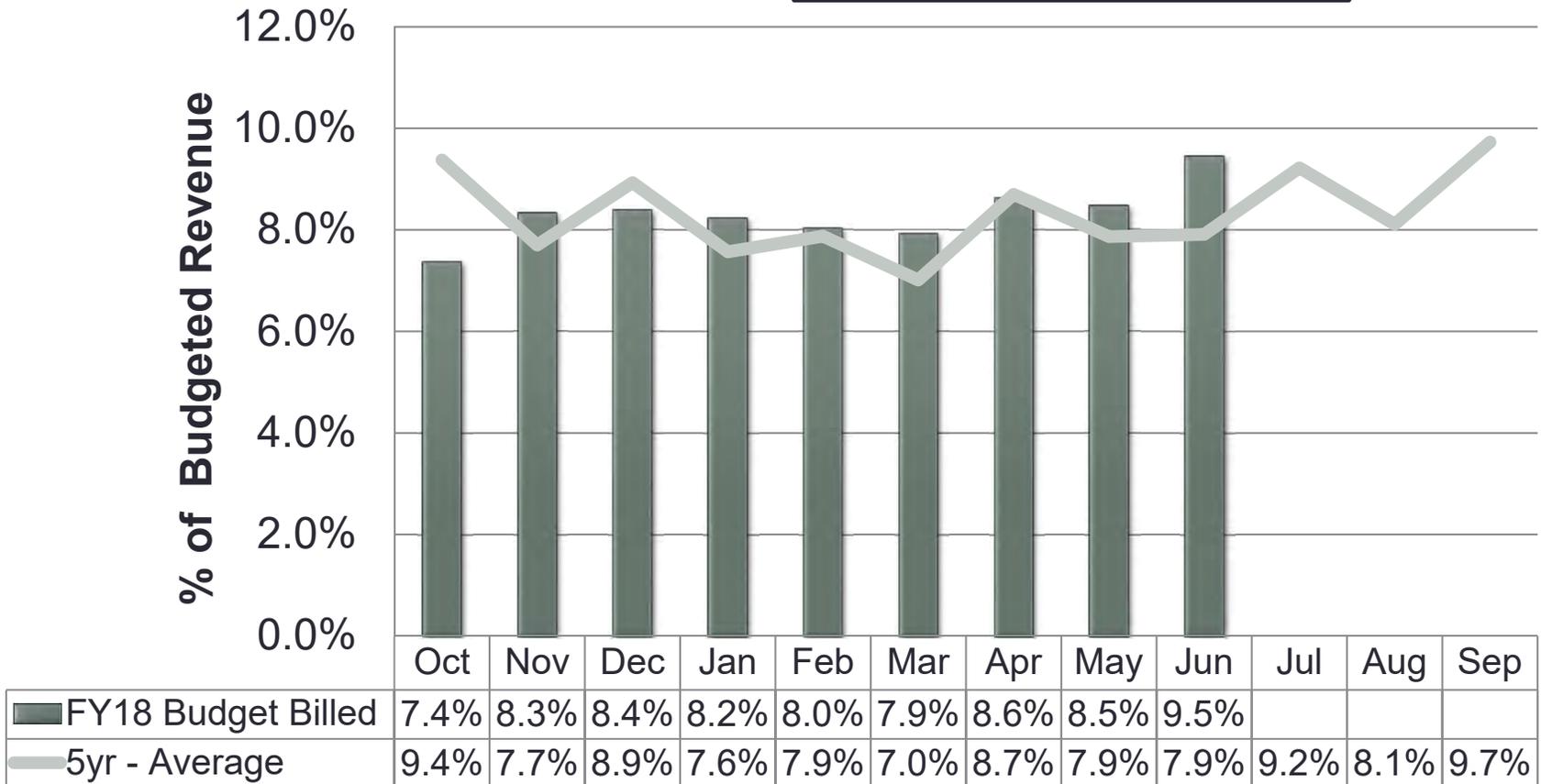
# UTILITY FUND

## Revenue & Expense Comparison (YTD)



## % of FY18 W&S Revenue Budget Billed per Month

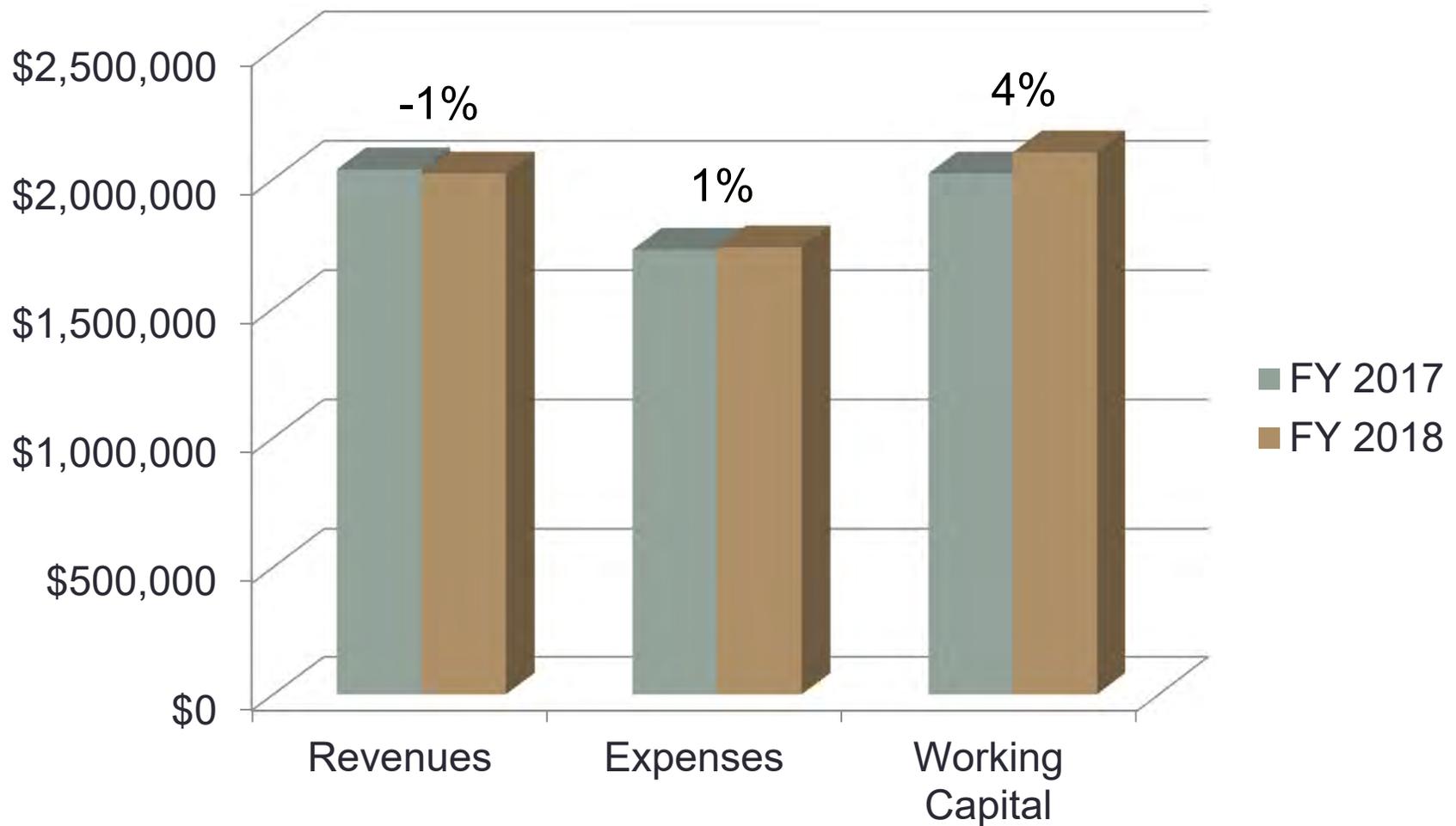
FY18 Billing (YTD) – 75%  
5-Year Historical Average Billing – 73%



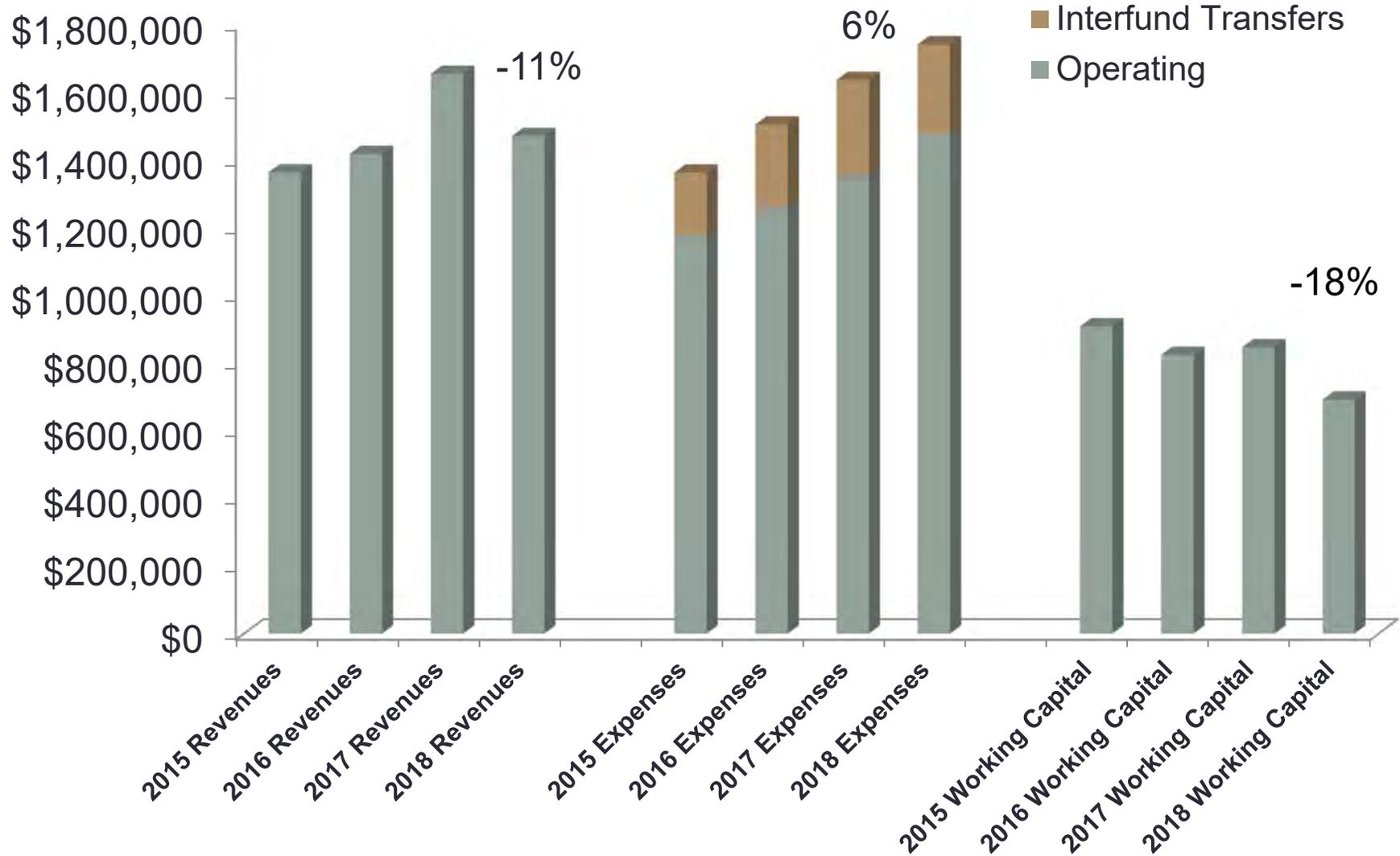
Line - 5 year history of the % of total annual billings per month.

Bar - % of the Fiscal Year 2017-18 budgeted revenues billed per month.

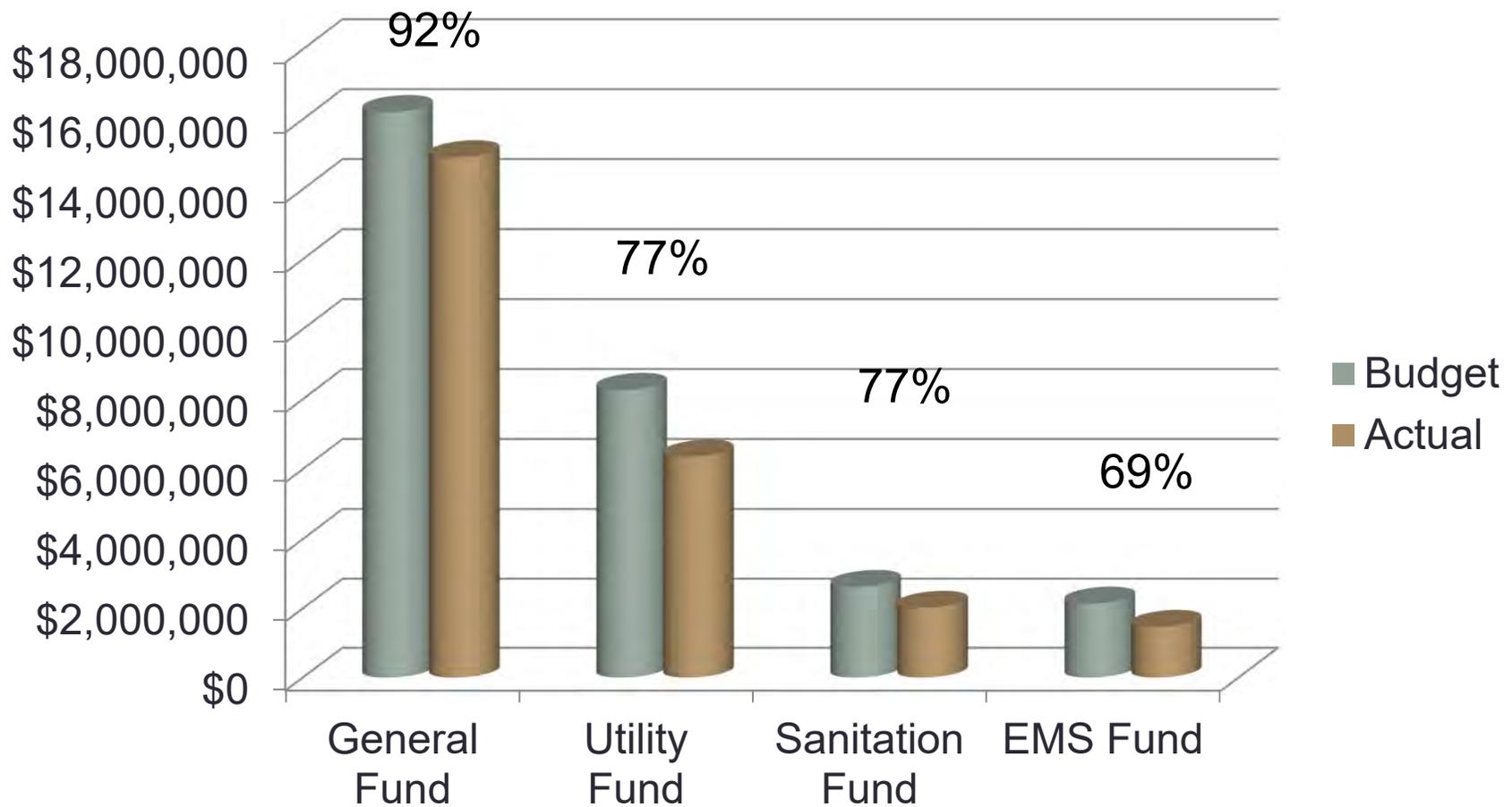
# Sanitation Fund Revenue & Expense Comparison (YTD)



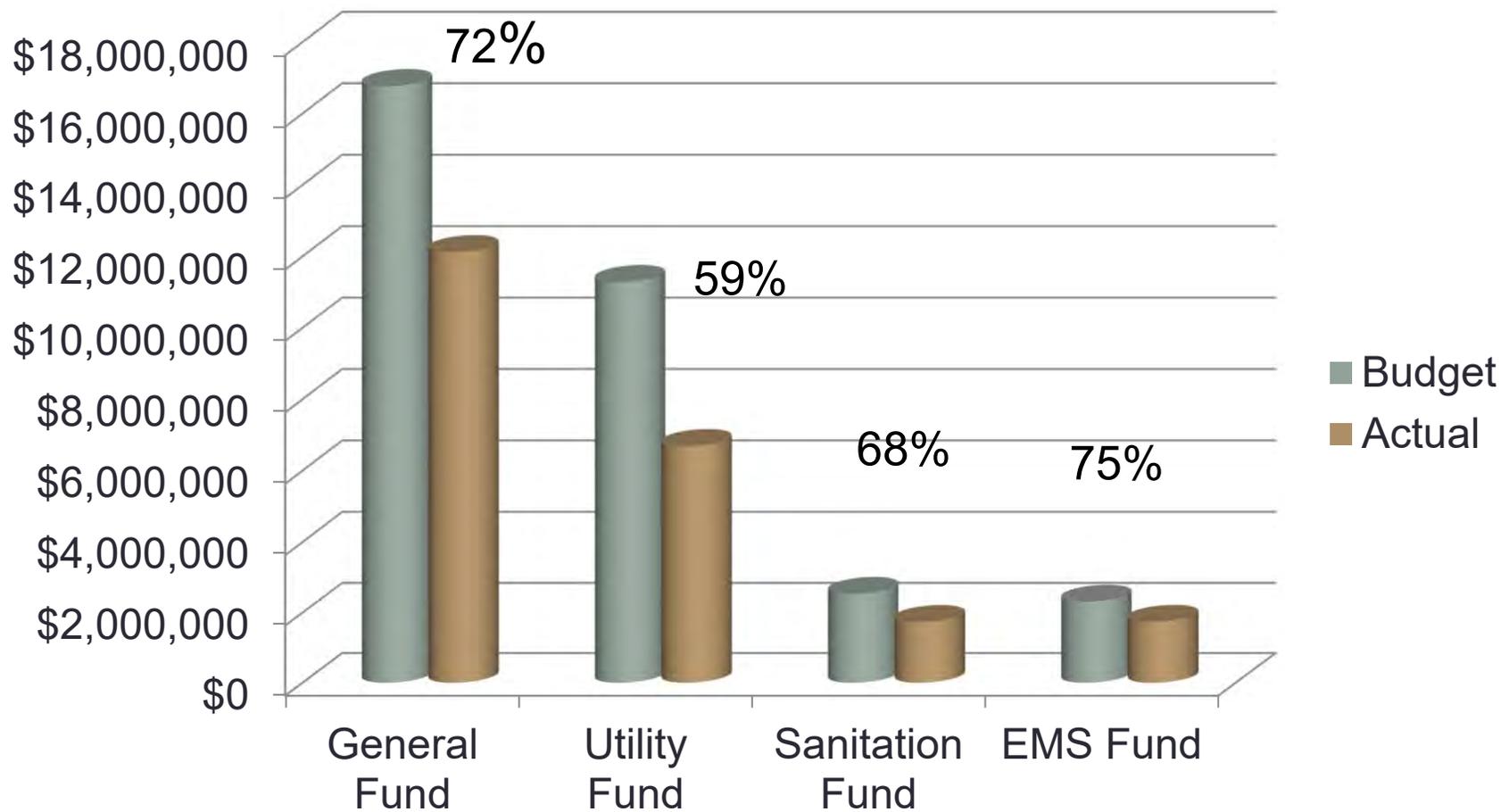
# EMS Fund Revenue & Expense Comparison (YTD)



# Operating Revenues Budget vs. Actual as of June, 2018 (75% of FY)



# Operating Expenditures Budget vs. Actual as of June, 2018 (75% of FY)



# Cash and Investments as of June, 2018

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 9,770,581
UTILITY FUND	8,463,660
SPECIAL REVENUE FUNDS *	2,082,417
TIRZ	463,016
CEMETERY FUND	586,466
SANITATION FUND	2,136,306
EMS FUND	751,238
CAPITAL PROJECTS (GOVERNMENTAL) **	6,353,655
CAPITAL PROJECTS (UTILITY) ***	9,430,551
INTERNAL SERVICE FUNDS ****	3,548,493
DEBT SERVICE	126,670
<b>Total</b>	<b>\$ <u>43,713,053</u></b>

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

**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 6/30/2018**



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 6/30/2018

GENERAL FUND	CURRENT MONTH			YEAR TO DATE			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>REVENUES</b>								
PROPERTY TAXES	124,154	103,684	-16%	8,469,478	9,014,582	6%	9,278,121	263,539
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%	360,378	436,178	21%	436,198	20
SALES TAXES	183,480	210,708	15%	1,725,514	1,866,403	8%	2,384,209	517,806
OTHER TAXES	-	-	0%	25,292	28,258	12%	45,000	16,742
FRANCHISE TAXES	403	464	15%	1,064,058	1,028,029	-3%	1,330,000	301,971
PERMITS AND LICENSES	41,431	39,044	-6%	398,159	561,467	41%	453,250	(108,217)
FINES AND FORFEITURES	46,879	48,398	3%	459,458	520,449	13%	542,562	22,113
OTHER INCOME	32,226	50,230	56%	478,684	585,202	22%	573,528	(11,674)
INTRAGOVERNMENTAL	96,198	96,994	1%	865,786	872,950	1%	1,163,933	290,983
<b>TOTAL REVENUES</b>	<b>524,770</b>	<b>549,523</b>	<b>5%</b>	<b>13,846,806</b>	<b>14,913,517</b>	<b>8%</b>	<b>16,206,801</b>	<b>1,293,284</b>
<b>EXPENDITURES</b>								
CITY COUNCIL	3,294	5,767	75%	51,167	33,908	-34%	53,441	19,533
CITY SECRETARY	33,111	19,793	-40%	195,485	213,809	9%	275,036	61,227
CITY ATTORNEY	32,558	34,481	6%	348,260	322,953	-7%	366,135	43,182
CITY MANAGER	35,195	24,651	-30%	210,938	224,487	6%	308,693	84,206
ECONOMIC DEVELOPMENTS	21,992	15,499	-30%	143,055	155,105	8%	218,231	63,126
FINANCE	54,609	38,755	-29%	356,861	352,853	-1%	510,365	157,512
COURT	23,081	17,086	-26%	151,001	145,303	-4%	210,601	65,297
HUMAN RESOURCES	18,496	14,005	-24%	122,711	128,902	5%	192,865	63,963
CITY HALL	8,885	6,001	-32%	70,903	72,076	2%	96,450	24,374
POLICE	696,880	503,213	-28%	4,866,347	4,828,313	-1%	6,826,421	1,998,109
HUMANE	44,465	35,051	-21%	295,792	309,110	5%	441,651	132,541
FIRE	105,911	72,537	-32%	669,412	643,707	-4%	970,293	326,586
EMERGENCY MGMT	22,246	4,326	-81%	55,452	55,379	0%	72,946	17,567
ENGINEERING	75,356	65,314	-13%	495,894	472,245	-5%	787,650	315,405
CODE ENFORCEMENT	4,317	5,707	32%	40,155	43,251	8%	76,598	33,347
PARKS AND RECREATION	195,640	130,623	-33%	1,143,514	1,107,631	-3%	1,689,472	581,841
LIBRARY	5,388	5,564	3%	91,662	73,154	-20%	115,369	42,215
NON-DEPARTMENTAL	163,532	201,754	23%	2,082,274	2,685,450	29%	3,553,358	867,908
FY 2018 HURRICANE HARVEY (To date)	-	-	-	-	249,084	-	-	(249,084)
<b>TOTAL EXPENDITURES</b>	<b>1,544,955</b>	<b>1,200,126</b>	<b>-22%</b>	<b>11,390,884</b>	<b>12,116,720</b>	<b>6%</b>	<b>16,765,575</b>	<b>4,648,855</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				2,455,922	2,796,797			
BEGINNING FUND BALANCE				5,557,123	5,630,093			
ENDING FUND BALANCE				<b>8,013,045</b>	<b>8,426,890</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 6/30/2018**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
<b>HOTEL TAX FUND</b>								
<b><u>REVENUES</u></b>								
OCCUPANCY TAXES	16,312	6,723	-59%	209,339	289,697	38%	320,000	30,303
OTHER OPERATING INCOME	1,620	5,312	228%	15,448	51,253	232%	13,100	(38,153)
<b>TOTAL REVENUES</b>	<b>17,932</b>	<b>12,035</b>	<b>-33%</b>	<b>224,787</b>	<b>340,950</b>	<b>52%</b>	<b>333,100</b>	<b>(7,850)</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	12,644	4,409	-65%	72,635	40,940	-44%	99,805	58,865
SUPPLIES	363	4,624	1173%	3,970	25,694	547%	6,000	(19,694)
CONTRACT SERVICES	39,131	12,363	-68%	140,573	117,796	-16%	183,477	65,681
CAPITAL OUTLAY	-	2,475	0%	-	35,130	-100%	205,000	169,870
DEBT SERVICE	-	-	0%	6,133	6,624	8%	5,926	(698)
INTERFUND TRANSFERS	243	929	282%	2,191	8,362	282%	11,150	2,788
<b>TOTAL EXPENDITURES</b>	<b>52,381</b>	<b>24,800</b>	<b>111%</b>	<b>225,503</b>	<b>234,546</b>	<b>4%</b>	<b>511,358</b>	<b>276,812</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				(716)	106,404			
BEGINNING FUND BALANCE				782,875	859,333			
ENDING FUND BALANCE				<b>782,159</b>	<b>965,737</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 6/30/2018**

**UTILITY FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>%</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	623,078	757,003	21%	5,166,637	5,967,185	15%	7,949,698	1,982,513
OTHER OPERATING INCOME	43,229	35,122	-19%	368,027	389,360	6%	314,275	(75,085)
<b>TOTAL REVENUES</b>	<b>666,307</b>	<b>792,125</b>	<b>19%</b>	<b>5,534,664</b>	<b>6,356,545</b>	<b>15%</b>	<b>8,263,973</b>	<b>1,907,428</b>

**EXPENDITURES**

WATER	108,126	110,535	2%	696,517	765,899	10%	1,138,990	373,091
SEWER	90,316	102,755	14%	572,654	565,633	-1%	938,564	372,931
WASTEWATER TREATMENT	84,258	83,848	0%	529,392	516,293	-2%	809,011	292,719
ADMINISTRATION	35,234	25,860	-27%	253,022	225,829	-11%	311,151	85,322
BILLING AND COLLECTIONS	33,673	32,170	-4%	238,779	241,268	1%	343,827	102,558
PUBLIC SERVICES FACILITY	6,027	5,667	-6%	35,250	60,405	71%	109,546	49,141
CODE ENFORCEMENT PROGRAM	12,091	9,774	-19%	95,919	93,377	-3%	151,692	58,314
CONTRACT SERVICES	34,648	34,152	-1%	314,276	385,297	23%	484,735	99,438
<b>TOTAL OPERATING EXPENDITURES</b>	<b>404,373</b>	<b>404,761</b>	<b>0%</b>	<b>2,735,808</b>	<b>2,854,001</b>	<b>4%</b>	<b>4,287,515</b>	<b>1,433,514</b>
DEBT SERVICE PRINCIPAL & INT.				2,206,639	2,212,503	0%	2,637,304	424,801
INTERFUND TRANSFERS	58,130	124,211	114%	514,472	1,608,474	213%	1,958,944	350,470
FY18 HURRICANE HARVEY (To Date)				-	10,281		-	(10,281)
<b>TOTAL EXPENDITURES</b>	<b>462,503</b>	<b>528,972</b>	<b>14%</b>	<b>5,456,918</b>	<b>6,685,258</b>	<b>23%</b>	<b>8,883,763</b>	<b>1,848,035</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

592,218      (328,713)

BEGINNING NET OPERATING ASSETS

4,453,808      5,153,866

ENDING NET OPERATING ASSETS

5,046,026      4,825,153



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 6/30/2018**

**SANITATION FUND**

	<i>CURRENT MONTH</i>			<i>YEAR TO DATE</i>			<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>		
<b>REVENUES</b>								
CHARGES FOR SERVICES	233,716	220,067	-6%	2,024,285	1,982,679	-2%	2,615,313	632,635
OTHER OPERATING INCOME	2,218	14,696	563%	13,173	38,900	195%	12,000	(26,900)
<b>TOTAL REVENUES</b>	<b>235,934</b>	<b>234,763</b>	<b>0%</b>	<b>2,037,459</b>	<b>2,021,579</b>	<b>-1%</b>	<b>2,627,313</b>	<b>605,735</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	187,490	187,799	0%	1,501,415	1,532,365	2%	2,302,650	770,285
INTERFUND TRANSFERS	13,242	12,851	-3%	216,634	194,068	-10%	225,395	31,327
DEBT SERVICE	-	-	0%	9,025	9,747	8%	8,719	(1,028)
<b>TOTAL EXPENDITURES</b>	<b>200,732</b>	<b>200,650</b>	<b>0%</b>	<b>1,727,074</b>	<b>1,736,180</b>	<b>1%</b>	<b>2,536,764</b>	<b>770,285</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES				310,384	285,399			
<b>BEGINNING NET OPERATING ASSETS</b>				1,711,799	1,818,255			
<b>ENDING NET OPERATING ASSETS</b>				<b>\$ 2,022,183</b>	<b>\$ 2,103,654</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 6/30/2018

**EMS FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
Hillcrest EMS/Fire Service	-	-	0%	10,800	7,200	-33%	14,400	7,200
Emergency Service District	-	-	0%	255,950	260,600	2%	342,400	81,800
Medicaid	3,963	4,646	17%	29,991	29,682	-1%	35,000	5,318
Medicare	40,015	35,468	-11%	240,181	234,741	-2%	300,000	65,259
Service Charges - Intermedix	89,697	68,260	-24%	740,750	721,332	-3%	990,000	268,668
Contributions	38,642	22,530	-42%	362,077	198,244	-45%	450,000	251,756
Other Operating Income	1,066	1,186	11%	14,104	19,006	35%	12,500	(6,506)
<b>TOTAL REVENUES</b>	<b>173,382</b>	<b>132,090</b>	<b>-24%</b>	<b>1,653,853</b>	<b>1,470,804</b>	<b>-11%</b>	<b>2,144,300</b>	<b>673,496</b>
<b>EXPENDITURES</b>								
Personnel	146,832	102,447	-30%	951,255	1,025,476	8%	1,275,030	249,554
Supplies	26,954	24,294	-10%	154,082	152,573	-1%	211,956	59,383
Contract Services	27,604	27,309	-1%	243,983	269,437	10%	330,132	60,695
Debt Service	-	-	#DIV/0!	8,024	7,982	-1%	10,063	2,081
Interfund Transfers	30,945	29,228	-6%	278,501	263,049	-6%	350,732	87,683
<b>OPERATING EXPENDITURES</b>	<b>232,335</b>	<b>183,277</b>	<b>-21%</b>	<b>1,635,845</b>	<b>1,718,518</b>	<b>5%</b>	<b>2,177,913</b>	<b>459,395</b>
<b>CAPITAL OUTLAY (NON RECURRING)</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>22,395</b>		<b>135,000</b>	<b>112,605</b>
<b>TOTAL EXPENDITURES</b>	<b>232,335</b>	<b>183,277</b>	<b>-21%</b>	<b>1,635,845</b>	<b>1,740,912</b>	<b>6%</b>	<b>2,312,913</b>	<b>572,001</b>
<b>EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				<b>18,009</b>	<b>(270,108)</b>			
<b>BEGINNING WORKING CAPITAL</b>				<b>830,810</b>	<b>964,642</b>			
<b>ENDING WORKING CAPITAL</b>				<b>848,819</b>	<b>694,534</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 6/30/2018

	<i>CURRENT MONTH</i>		<i>%</i>	<i>YEAR TO DATE</i>		<i>%</i>	<i>CURRENT</i>	<i>BUDGET</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>LAST YEAR</i>	<i>THIS YEAR</i>			
<b>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	366,850	421,291	15%	3,449,997	3,731,691	8%	4,768,417	1,036,726
OTHER OPERATING INCOME	6,520	12,309	89%	49,276	71,039	44%	20,000	(51,039)
<b>TOTAL REVENUES</b>	<b>373,370</b>	<b>433,599</b>	<b>16%</b>	<b>3,499,273</b>	<b>3,802,730</b>	<b>9%</b>	<b>4,788,417</b>	<b>985,687</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	90,236	59,141	-34%	588,369	583,416	-1%	989,376	405,960
PERSONNEL (CODE ENFORCEMENT)	6,165	1,356	-78%	45,410	24,961	-45%	75,091	50,130
SUPPLIES	24,129	14,117	-41%	142,716	122,728	-14%	310,500	187,772
CONTRACT SERVICES	69,023	92,658	34%	666,533	642,987	-4%	1,144,569	501,582
CAPITAL OUTLAY (CIP)	8,191	145,077	1671%	1,501,576	879,460	-41%	4,897,650	4,018,190
HURRICANE HARVEY (To Date)	-	-		-	-		-	-
INTERFUND TRANSFERS	76,009	69,963	-8%	603,446	691,247	15%	802,195	110,948
<b>TOTAL EXPENDITURES</b>	<b>273,753</b>	<b>382,312</b>	<b>40%</b>	<b>3,548,050</b>	<b>2,944,798</b>	<b>-17%</b>	<b>8,219,381</b>	<b>5,274,583</b>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					857,933			
BEGINNING FUND BALANCE					6,235,176			
ENDING FUND BALANCE					<u>7,093,109</u>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
 For the period ending 6/30/2018

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>Fleet Maintenance Fund</b>								
<b><u>REVENUES</u></b>								
INTRA GOVERNMENTAL TRANSFERS	61,269	63,383	3%	551,420	570,449	3%	760,598	190,149
OTHER OPERATING INCOME	81	8,511	10352%	7,572	18,621	146%	-	(18,621)
<b>TOTAL REVENUES</b>	<b>61,350</b>	<b>71,894</b>	<b>-15%</b>	<b>558,992</b>	<b>589,069</b>	<b>5%</b>	<b>760,598</b>	<b>171,529</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	17,944	9,876	-45%	136,203	114,957	-16%	211,373	96,416
SUPPLIES	10,445	8,881	-15%	100,292	94,559	-6%	166,200	71,641
CONTRACT SERVICES	29,692	19,764	-33%	267,135	233,990	-12%	363,364	129,374
HURRICANE HARVEY (To date)				-	-			
INTERFUND TRANSFERS	2,416	1,744	-28%	21,743	15,695	-28%	20,926	(817)
<b>TOTAL EXPENDITURES</b>	<b>60,497</b>	<b>40,266</b>	<b>-33%</b>	<b>525,373</b>	<b>459,201</b>	<b>-13%</b>	<b>761,863</b>	<b>296,614</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					129,869			
BEGINNING OPERATING ASSETS					361,496			
ENDING OPERATING ASSETS					<b>491,365</b>			

# City of Alvin

Quarterly Investment Report  
as of  
June 30, 2018

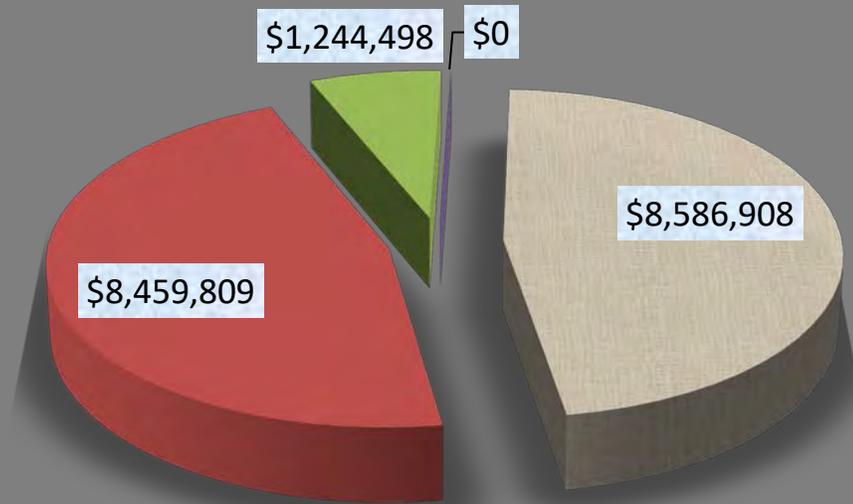
**City of Alvin**  
**Investment Report**  
**For the Period Ending June, 2018**

	Beginning Balance March 31, 2018	Ending Balance June 30, 2018
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 24,390,848	\$ 24,982,048
Texpool		
Book Value	8,549,930	8,586,908
Market Value	8,549,930	8,586,908
TexStar		
Book Value	\$ 8,423,452	\$ 8,459,809
Market Value	8,423,452	8,459,809
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,245,247	\$ 1,244,498
Market Value	1,245,247	1,244,498
Par Value	998,000	998,000
<b>Money Market</b>		
Book Value	\$ 1,801,046	\$ -
Market Value	1,801,046	-
<b>Total Portfolio</b>		
Book Value	\$ 44,410,523	\$ 43,273,264
Market Value	44,410,523	43,273,264
Par Value	44,163,275	43,026,766
Weighted Average Maturity (in Days)**		19
Weighted Average Yield-to-Maturity **		1.82%
Current YTD Interest Earnings		
Accrued Interest		\$ 50,844
<b>Comparative Yields</b>		
3 month Treasury Bill		1.69%
6 month Treasury Bill		1.85%
2 Year Treasury Note		2.31%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

# City of Alvin Investment Allocation June 30, 2018



■ TexPool

■ TexStar

■ CD's

■ Money Market

City of Alvin  
 Summary Investment Report  
 For the Period Ending June 30, 2018

Current Date: 06/30/2018

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.0183				102,303.40	100.000	102,303.40	102,303.40	100.000	102,303.40	1	0.0183
General Fund	TexPool	LGIP		0.0180				4,428,551.55	100.000	4,428,551.55	4,428,551.55	100.000	4,428,551.55	1	0.0180
General Fund	DWS-GCIS	MMKT		0.0180				-	100.000	-	-	100.000	-	1	0.0180
Utility Fund	TexSTAR	LGIP		0.0183				10,318.60	100.000	10,318.60	10,318.60	100.000	10,318.60	1	0.0183
Utility Fund	TexPool	LGIP		0.0180				558,654.39	100.000	558,654.39	558,654.39	100.000	558,654.39	1	0.0180
Utility Fund	TexPool	LGIP		0.0180				845,873.00	100.000	845,873.00	845,873.00	100.000	845,873.00	1	0.0180
Utility Fund	CD	CD	58733AEG0	1.5000	08/21/2017	09/21/2018		248,000.00	100.000	248,000.00	247,735.38	100.052	247,735.38	83	0.0150
Utility Fund	CD	CD	14042RFT3	1.6500	05/24/2017	05/24/2019		250,000.00	100.000	250,000.00	248,451.75	100.193	248,451.75	328	0.0165
Impact Fees	TexSTAR	LGIP		0.0183				102,559.98	100.000	102,559.98	102,559.98	100.000	102,559.98	1	0.0183
Impact Fees	TexPool	LGIP		0.0180				165,905.15	100.000	165,905.15	165,905.15	100.000	165,905.15	1	0.0180
2006 Bonds Utility	TexPool	LGIP		0.0180				86,885.45	100.000	86,885.45	86,885.45	100.000	86,885.45	1	0.0180
2008 Bonds Utility	TexPool	LGIP		0.0180				2,526.84	100.000	2,526.84	2,526.84	100.000	2,526.84	1	0.0180
Sanitation Fund	TexPool	LGIP		0.0180				68,924.68	100.000	68,924.68	68,924.68	100.000	68,924.68	1	0.0180
Sanitation Fund	TexSTAR	LGIP		0.0183				236,421.22	100.000	236,421.22	236,421.22	100.000	236,421.22	1	0.0183
Sales Tax Fund	TexSTAR	LGIP		0.0183				24,489.80	100.000	24,489.80	24,489.80	100.000	24,489.80	1	0.0183
Sales Tax Fund	TexPool	LGIP		0.0180				1,661,063.47	100.000	1,661,063.47	1,661,063.47	100.000	1,661,063.47	1	0.0180
Sales Tax Fund	CD	CD	61760AME6	2.3000	06/21/2018	06/21/2019		250,000.00	100.000	250,000.00	249,821.00	100.000	249,821.00	356	0.0230
Sales Tax Fund	CD	CD	61747ME23	1.9000	12/21/2017	06/21/2019		250,000.00	100.000	250,000.00	248,854.25	100.000	248,854.25	356	0.0190
Sales Tax Fund	CD	CD	38148PE45	1.9000	04/18/2018	01/18/2019		250,000.00	100.000	250,000.00	249,635.75	100.000	249,635.75	202	0.0190
2006 Bonds Gov't	TexSTAR	LGIP		0.0183				18,238.28	100.000	18,238.28	18,238.28	100.000	18,238.28	1	0.0183
Debt Service	TexPool	LGIP		0.0180				20,706.09	100.000	20,706.09	20,706.09	100.000	20,706.09	1	0.0180
Cemetery Fund	TexPool	LGIP		0.0180				150,653.83	100.000	150,653.83	150,653.83	100.000	150,653.83	1	0.0180
Cemetery Fund	TexSTAR	LGIP		0.0180				288,667.64	100.000	288,667.64	288,667.64	100.000	288,667.64	1	0.0180
Cemetery Fund	TexPool	LGIP		0.0180				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0180
Hotel Motel Fund	TexPool	LGIP		0.0180				75,437.04	100.000	75,437.04	75,437.04	100.000	75,437.04	1	0.0180
Special Investigation	TexSTAR	LGIP		0.0183				62,369.64	100.000	62,369.64	62,369.64	100.000	62,369.64	1	0.0183
Building Security	TexSTAR	LGIP		0.0183				66,971.00	100.000	66,971.00	66,971.00	100.000	66,971.00	1	0.0183
Court Technology	TexSTAR	LGIP		0.0183				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0183
Donation Fund	TexSTAR	LGIP		0.0183				27,712.13	100.000	27,712.13	27,712.13	100.000	27,712.13	1	0.0183
2015 W&S CO	TexSTAR	LGIP		0.0183				7,070,929.11	100.000	7,070,929.11	7,070,929.11	100.000	7,070,929.11	1	0.0183
EMS	TexPool	LGIP		0.0180				93,092.53	100.000	93,092.53	93,092.53	100.000	93,092.53	1	0.0180
EMS	TexSTAR	LGIP		0.0183				19,491.74	100.000	19,491.74	19,491.74	100.000	19,491.74	1	0.0183
Shop	TexSTAR	LGIP		0.0183				116,424.84	100.000	116,424.84	116,424.84	100.000	116,424.84	1	0.0183
Veh.Replacement	TexPool	LGIP		0.0180				378,634.37	100.000	378,634.37	378,634.37	100.000	378,634.37	1	0.0180
Veh.Replacement	TexSTAR	LGIP		0.0183				301,369.27	100.000	301,369.27	301,369.27	100.000	301,369.27	1	0.0183
Seniors Fund	TexSTAR	LGIP		0.0183				11,542.09	100.000	11,542.09	11,542.09	100.000	11,542.09	1	0.0183
								<b>18,294,717.63</b>		<b>18,294,717.63</b>	<b>18,291,215.76</b>		<b>18,291,215.76</b>	<b>19</b>	<b>0.0182</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certifies that, to the best of his knowledge on the date this report was created, the City of Alvin is in compliance with the provisions of Government Code 2256 and the stated policies and strategies of the City of Alvin.

*Junru Roland*

**Junru Roland**  
 Chief Financial Officer



# AGENDA COMMENTARY

Meeting Date: 7/19/2018

Department: City Manager/Finance

Contact: Junru Roland, Assistant City Manager/CFO

**Agenda Item:** Consider Ordinance 18-K, authorizing the issuance of \$9,290,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2018; approving related agreements; approving the preparation and distribution of an Official Statement; and enacting other provisions relating thereto.

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

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

Projects for the first 5 years are needed to address the existing water & wastewater system problems and needed to serve anticipated growth within the next 5 years that the existing system does not have the capacity to currently serve. Projects to be funded from the proceeds of the 2018 Water & Sewer System Revenue Bonds are listed below:

Project Name	Project Costs	Description of project
Eastside Interceptor (Design) <i>Design Contract approved by Council 4/19/18</i>	\$2,076,000	This proposed 54" wastewater pipeline serves the entire City and transports sewer to the wastewater treatment plant to be treated and discharged. The current interceptor is nearing its useful life and not large enough to handle the existing peak wastewater flows. The Eastside Interceptor will be large enough to handle future wastewater flows and will be more efficient to maintain.
Fairway Drive & South St. Water Line Improvements (Design) <i>Design Contract approved by Council 4/19/18</i>	\$530,000	This water line project is the second phase of improvements to maintain better water system pressures in the southern part of the City. The first phase was the reconstruction of the Dyche Lane elevated storage tank.

Lift Stations 14&17 (Design and construction) <i>Design Contract approved by Council 4/19/18</i>	\$1,560,000	These rehabilitation projects will repair and replace the important mechanical and electrical equipment within the most critical City lift stations.
Lift Station 30 Expansion & Hwy 35 Bypass Gravity Main (Design) <i>Design Contract approved by Council 4/19/18</i>	\$670,000	The Utility Master Plan showed that this lift station has reached its useful life and not large enough to handle the future wastewater flows as the City grows. This project will increase the sewer line, lift station and force main capacity so that the City can serve existing and future development.
Water Improvements Phase I (Design & Construction) <i>Design Contract approved by Council 4/19/18</i>	\$1,300,000	These water improvements consist of replacing water lines that will increase available fire flow capacity, improve water quality and provide better water system connectivity.
Water Plant 6 Replacement (Design & Construction) <i>Design Contract approved by Council 4/19/18</i>	\$3,159,000	The City utilizes ground storage tanks at each of the City's three main water plants. These tanks store the City's drinking water. This project would replace the degraded steel tanks (which have reached the end of service life) with concrete composite tanks; resulting in lower operational costs in comparison to the steel tanks.
<b>Total:</b>	<b>\$9,295,000</b>	

City staff participated in ratings call with Standard & Poor's on July 6, 2018. Standard & Poor's affirmed the City's Revenue Bond rating of A+ on the Series 2018 Water & Sewer System Revenue Bonds.

The Series 2018 Water and Sewer System Revenue Bonds are scheduled to be competitively bid at 10:00 am on July 19, 2018. Thereafter, staff will know the exact dollar amount of bonds that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and ask City Council to approve Ordinance 18-K, authorizing the bond sale. Should City Council authorize the issuance of the Series 2018 Water & Sewer System Revenue Bonds, the bonds are expected to close, with funds deposited into the City's accounts on August 21, 2018.

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

**Funding Account:** \_\_\_\_\_ **Amount:** Approx. \$9,295,000 **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 7/9/18 SLH

**Supporting documents attached:**

- Ordinance 18-K

- Standard and Poor's Rating Summary
- 

**Recommendation:** Move to approve Ordinance 18-K, authorizing the issuance of \$9,290,000 City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2018; approving related agreements; approving the preparation and distribution of an Official Statement; and enacting other provisions relating thereto.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**CITY OF ALVIN**

**ORDINANCE NO. 18-K  
AUTHORIZING THE ISSUANCE OF**

**CITY OF ALVIN, TEXAS  
WATER AND SEWER SYSTEM  
REVENUE BONDS  
SERIES 2018**

**Adopted: \_\_\_\_\_, 2018**

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Exhibit A – Form of the Bonds

ORDINANCE NO. 18-K

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS, WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018; APPROVING RELATED AGREEMENTS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §

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

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

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

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

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

**ARTICLE I**

**FINDINGS AND DETERMINATIONS**

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

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

## ARTICLE II

### DEFINITIONS AND INTERPRETATIONS

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

“Act” means Chapter 1502, Texas Government Code, as amended.

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

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

“Authorized Officer” means the City Manager or Chief Financial Officer of the City or his or her designee, who is authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

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

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

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

“Bond” or “Bonds” means the City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2018 authorized by Section 3.1 of this Ordinance.

“Bond Counsel” means Bracewell LLP.

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

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

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

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

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

“Dated Date” means August 1, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) the proceeds of any Parity Obligations;

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

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

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

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

[“Insurer” means \_\_\_\_\_.]

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

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

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

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

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

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

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

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

- (a) Parity Obligations theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (b) Parity Obligations for whose payment or redemption money or securities authorized for that purpose under Texas law shall have theretofore been deposited with the Paying Agent/Registrar or any paying agent or escrow agent for such Parity Obligations in trust for the Owners of such Parity Obligations pursuant to this Ordinance; provided, that, if such Parity Obligations are to be redeemed, notice of such redemption has been duly given or waived pursuant to this Ordinance or irrevocable provision for the giving of such notice satisfactory to the Paying Agent/Registrar has been made pursuant to this Ordinance; and
- (c) Parity Obligations upon transfer of or in exchange for or in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance.

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

“Parity Bonds” means the Bonds and each series of Additional Parity Obligations from time to time hereafter issued, but only to the extent such Parity Bonds remain Outstanding.

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

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

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

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

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

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

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

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

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

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

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

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

“Reserve Fund Surety Obligation” means (i) any surety bond or insurance policy having a rating in one of the three highest generic rating categories by one of Moody’s Investors Service,

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

“Reserve Fund Requirement” means the amount, if any, specified in a resolution authorizing Parity Obligations as the Reserve Fund Requirement or, if not so specified, \$0.

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

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

“Series 2018 Project Fund” means the separate fund of the City established in Section 9.3 of this Ordinance.

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

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

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. Whenever in the Ordinance an office or officer of the City is named or referred to by title, it shall be deemed to include any office or officer of the City succeeding to the principal functions and powers of the named office or officer of the City, including an individual serving in that capacity on an interim basis. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Obligations and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Parity Obligations.

**ARTICLE III**

**TERMS OF THE BONDS**

Section 3.1 Authorization and Authorized Amount. The Bonds shall be issued, pursuant to the Act, in fully registered form in the principal amount of [ \$ \_\_\_\_\_ ] for the purpose of (i) paying costs related to acquiring, constructing, improving, equipping and extending the System (as hereinafter defined), and (ii) paying the cost of issuing the Bonds (as hereinafter defined), which the City Council hereby determines to be necessary and feasible, all in accordance with the Constitution and general laws of the State of Texas, particularly the Act.

Section 3.2 Designation, Date, and Interest Payment Dates. The Bonds shall be designated as “City of Alvin, Texas, Water and Sewer System Revenue Bonds, Series 2018,” and shall be dated the Dated Date. The Bonds shall bear interest at the rates set out in Section 3.3 of this Ordinance from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on each Interest Payment Date until maturity or earlier redemption.

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

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

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

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------------------	-------------------------	----------------------

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

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

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

(d) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver definitive Bonds to DTC.

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

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

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

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

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

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

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

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

to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

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

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

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

- (i) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (ii) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (iii) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (iv) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

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

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

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

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

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

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

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

## ARTICLE IV

### REDEMPTION PROVISIONS

#### Section 4.1 Optional Redemption.

(a) The City has reserved the right to redeem at its option the Bonds maturing on and after February \_\_, [20 \_\_,] in whole or from time to time in part, before their respective scheduled maturity dates, on February \_\_, [20 \_\_,] or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

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

#### Section 4.2 [Mandatory Sinking Fund Redemption.

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

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term

Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.4.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds 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 4.3 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.1 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amount with respect to Term Bonds) and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

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

#### Section 4.4 Notice of Redemption.

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

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

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.1 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and

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

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

## ARTICLE V

### FORM OF BOND; BOND INSURANCE

#### Section 5.1 Form of Bond.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any legend relating to bond insurance for the Bonds or reproduction of an opinion of counsel) as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof.

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

Section 5.2 CUSIP Numbers. The City may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

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

Section 5.4 Bond Insurance. [The purchase of and payment of premium for municipal bond insurance by the City, in accordance with the terms of a commitment for such insurance from \_\_\_\_\_, presented to and hereby approved by City Council, is hereby authorized. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance.]

## ARTICLE VI

### SECURITY AND SOURCE OF PAYMENT FOR ALL PARITY OBLIGATIONS

#### Section 6.1 Pledge and Source of Payment.

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

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

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

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

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

Section 6.3 Special Funds.

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

- (i) Water & Sewer System Operational Fund (the “Revenue Fund”);
- (ii) Water and Sewer System Revenue Bonds Interest and Sinking Fund (the “Interest and Sinking Fund”); and
- (iii) Water and Sewer System Revenue Bonds Reserve Fund (the “Reserve Fund”).

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

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

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

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

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

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

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

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

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

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

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

Section 6.6 Reserve Fund.

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

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

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

(c) In any month in which any account of the Reserve Fund contains less than the applicable Reserve Fund Requirement (or so much thereof as shall then be required to be therein if the City has elected to accumulate the Reserve Fund Requirement for any series of Bonds as above provided), then on or before the last Business Day of such month, after making all required transfers to the Interest and Sinking Fund, there shall be transferred on a pro rata basis into the Reserve Fund Participant Account (in the case of Parity Obligations that are Reserve Fund Participants) and such other designated accounts, as applicable, (in the case of Parity Obligations that are not Reserve Fund Participants) of the Reserve Fund from the Revenue Fund, such amounts

as shall be required to permit the City to pay all obligations under Reserve Fund Surety Obligation allocable to the Reserve Fund Participant Account or such other designated accounts, as applicable, within a twelve (12) month period and such additional amounts as shall be sufficient to enable the City within a twelve (12) month period to reestablish in the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, as applicable, the Reserve Fund Requirement for the Parity Obligations secured thereby; provided, however, that in the event that such monthly transfer requirements ever exceed one-twelfth (1/12th) of the Maximum Annual Debt Service Requirements scheduled to occur in any future Fiscal Year on all Parity Obligations then Outstanding, any remaining required transfers shall be accomplished pursuant to Section 6.7 below. After such amounts have been accumulated in the Reserve Fund Participant Account and such other designated accounts (as described above), and so long thereafter as such accounts contain the Reserve Fund Requirement, no further transfers shall be required to be made into the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, and any excess amounts in such accounts shall be transferred to the Interest and Sinking Fund or such other Funds as may be permitted by federal tax law. But if and whenever the balance in the Reserve Fund Participant Account or such other designated accounts is reduced below the applicable Reserve Fund Requirement, monthly transfers to such accounts shall be resumed and continued in such amounts as shall be required to restore the Reserve Fund Participant Account or such other designated accounts within the Reserve Fund, as applicable, to such amount within a twelve (12) month period.

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

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

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

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

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

Section 6.8 Investment of Funds; Transfer of Investment Income.

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

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

## ARTICLE VII

### ADDITIONAL PARITY OBLIGATIONS

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

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

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

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

(i) Net Revenues of the System were equal to at least 115% of the Average Annual Debt Service Requirements on all Parity Obligations that will be Outstanding after the issuance of the series of Additional Parity Obligations then proposed to be issued, as certified by the City’s Chief Financial Officer or by an independent certified public accountant or firm of independent certified public accountants; or

(ii) Net Revenues of the System, as adjusted to give effect to any rate increase for the System that has been in effect for at least 60 days prior to the adoption of the ordinance authorizing the issuance of the series of Additional Parity Obligations then proposed to be issued, to the same extent as if such rate increase had been in effect for the entire Base Period, would have been at least equal to the amount required in paragraph (1) above, as certified by an independent consulting engineer or independent firm of consulting engineers;

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

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

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

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

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

Section 7.4 Parity Credit Agreements. To the extent permitted by law, the City reserves the right to enter into Parity Credit Agreements for the purpose of contracting with financial institutions to issue letters of credit, insurance policies, surety bonds, guarantees or other instruments to further secure Parity Obligations, Parity Notes and Parity Contract Obligations with

respect to a letter of credit, issuance policy, surety bond, guarantee or similar instrument to further security Parity Obligations, Parity Notes or Parity Contract Obligations. The City may enter into Parity Credit Agreements for such purpose and secure its obligations under such Parity Credit Agreements, including its obligations to repay and reimburse the issuers of such Parity Credit Agreements for any advances or payments that they make, by a first lien on and pledge of the Net Revenues, on a parity with the other Parity Obligations; provided, however, that the City shall not enter into any Parity Credit Agreements unless:

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

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

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

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

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

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

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

## ARTICLE VIII

### COVENANTS AND PROVISIONS RELATING TO ALL PARITY OBLIGATIONS

Section 8.1 Punctual Payment of Parity Obligations. The City will punctually pay or cause to be paid the interest on and principal of all Parity Obligations according to the terms thereof

and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in any ordinance authorizing the issuance of Additional Parity Obligations.

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

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

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

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

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

Section 8.7 Pledge and Encumbrance of Net Revenues. The City covenants and represents that it has the lawful power to create a lien on and to pledge the Net Revenues to secure

the payment of the Parity Obligations and has lawfully exercised such power under the Constitution and laws of the State of Texas.

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

Section 8.9 Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Bonds be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150, inclusive, of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for federal income tax purposes or (ii) result in the violation of or failure to satisfy any applicable provision of Section 103 and 141 through 150, inclusive, of the Code. In particular, the City covenants and agrees to comply with each requirement of this Section 8.9, provided, however, that the City will not be required to comply with any particular requirement of this Section 8.9 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes or (ii) if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in such Counsel's Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in this Article.

(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 Bonds are delivered, the proceeds of the Refunded Bonds have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond 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.

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

(d) Bonds 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 Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No-Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. 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 Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of section 148(f) of the Code, 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 Bonds (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 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys that do not represent gross proceeds of any bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three years after the last Bond is redeemed or paid at maturity, 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 Bonds by the Internal Revenue Service.

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

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

## ARTICLE IX

### PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

#### Section 9.1 Sale of Bonds; Official Statement.

(a) The sale and delivery of the Bonds, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to \_\_\_\_\_ (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of [\$ \_\_\_\_\_], being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Bonds of the Attorney General of the Texas and the opinion of Bond Counsel.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects ratified and approved and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Council hereby authorizes the preparation of a final Official Statement. The Official Statement as approved by the City Manager of Chief Financial Officer and the Purchasers, may be used by the Purchaser in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchaser, is hereby ratified, approved and confirmed.

Section 9.2 Control and Delivery of Bonds.

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

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

Section 9.3 Series 2018 Project Fund.

(a) The City hereby establishes a separate fund to be known as the “Series 2018 Project Fund” in order to provide for the efficient administration of the proceeds of the Bonds. The earnings on the investment of the proceeds deposited in the Series 2018 Project Fund shall remain in such fund to accomplish the purposes of the Bonds. The monies in such fund shall be secured and invested in the manner required by law, including specifically the Public Funds Investment Act, and the City’s investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Government Code; provided that all such investments shall be made in such a manner that the money required to be expended from the Series 2018 Project Fund will be available at the proper time or times.

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

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

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

(a) the amount of [\$ \_\_\_\_\_], consisting of [\$ \_\_\_\_\_] principal amount of Bond proceeds plus premium received from the sale of the Bonds in the amount of [\$ \_\_\_\_\_] shall be deposited in the Series 2018 Project Fund and used for the purposes specified in Section 3.1;

(b) premium received from the sale of the Bonds in the amount of [ \$ \_\_\_\_\_ ] shall be used to pay the costs of issuing the Bonds; and

(c) any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the Series 2018 Project Fund for the Bonds.

## ARTICLE X

### PAYING AGENT/REGISTRAR

Section 10.1 Appointment of Initial Paying Agent/Registrar. ZB, National Association, dba Amegy Bank, or its successor, is hereby appointed as the initial Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar agreement is hereby approved, and the Mayor is hereby authorized to execute and deliver such agreement.

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

#### Section 10.3 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 10.2 of this Ordinance. The Mayor is hereby authorized and directed to execute, and the City Secretary to attest, an agreement (the "Paying Agent/Registrar Agreement"), in the form presented at this meeting, with the Paying Agent/Registrar specifying the duties of the City and the Paying Agent/Registrar.

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

Section 10.4 Termination. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 10.5 Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 10.6 Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions

of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 10.7 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

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

## ARTICLE XI

### CONTINUING DISCLOSURE

#### Section 11.1 Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2018, financial information and operating data with respect to the City of the general type included in the Official Statement under the headings, [REDACTED], and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

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

#### Section 11.2 Material Event Notices.

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of the holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;

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

- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement

to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

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

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information in accordance with Section 11.1 above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

### Section 11.3 Limitations, Disclaimers, and Amendments.

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

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

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

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

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

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or

a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## **ARTICLE XII**

### **AMENDMENTS**

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

## **ARTICLE XIII**

### **DISCHARGE**

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

## ARTICLE XIV

### MISCELLANEOUS

Section 14.1 Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

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

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

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

Section 14.5 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 14.6 Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

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

*[Execution Page Follows]*

PASSED AND APPROVED this \_\_\_ day of [\_\_\_\_], 2018.

---

Paul Horn, Mayor

ATTEST:

---

Dixie Roberts, City Secretary

(SEAL)

APPROVED AS TO FORM:

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Suzanne Hanneman, City Attorney

EXHIBIT A

FORM OF THE BONDS

(i) Form of Bonds.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Brazoria

CITY OF ALVIN, TEXAS  
WATER AND SEWER SYSTEM  
REVENUE BONDS  
SERIES 2018

INTEREST RATE:      MATURITY DATE:      CLOSING DATE:      CUSIP NO.:  
\_\_\_\_\_ %                      \_\_\_\_\_, \_\_\_\_                      \_\_\_\_\_, 2018                      \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The City of Alvin, Texas, a municipal corporation duly incorporated under the laws of the State of Texas (herein the "City") for value received, promises to pay, but solely from certain Net Revenues as hereinafter provided, to the registered owner identified above or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond to ZB, National Association dba Amegy Bank (the "Registrar"), at its principal payment office in Houston, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Closing Date of the Bonds, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on February 1 and August 1, beginning on February 1, 2019, mailed to the registered owner of record as of the close of business on the fifteenth day of the month preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$\_\_\_\_\_ (the "Bonds"), issued for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 1502, Texas Government Code, as amended, and pursuant to an ordinance adopted by the City Council (the "Ordinance").

[THE BONDS are not subject to optional redemption prior to maturity.]<sup>1</sup>

[THE CITY RESERVES THE RIGHT to redeem the Bonds maturing on February 1, 20\_\_, in whole or from time to time in part, in integral multiples of \$5,000, on February 1, 20\_\_, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Bonds.]<sup>2</sup>

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

<b><u>\$ Term Bonds Maturing February 1, 20__</u></b>	
<u>Mandatory Sinking Fund</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>
_____	\$ _____
_____ Maturity	\$ _____

THE PAYING AGENT/REGISTRAR will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds 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.]<sup>2</sup>

[THE CITY RESERVES THE RIGHT, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the 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 Registrar instructing the Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. Any Bonds

<sup>1</sup> Delete if Bonds are subject to optional redemption prior to maturity.

<sup>2</sup> Delete if Term Bonds are not issued.

subject to conditional redemption where redemption has been rescinded shall remain Outstanding.]<sup>3</sup>

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

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

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

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

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

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

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

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be

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<sup>3</sup> Delete if Bonds are not subject to redemption prior to maturity.

performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Bonds by the creation of the aforesaid lien on and pledge of the Net Revenues.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

---

City Secretary  
City of Alvin, Texas

---

Mayor  
City of Alvin, Texas

[SEAL]

(b) Form of Authentication Certificate.

CERTIFICATE OF REGISTRAR

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

ZB, National Association, dba Amegy Bank,  
as Paying Agent/Registrar

Date: \_\_\_\_\_ By: \_\_\_\_\_

(c) Form of Assignment.

ASSIGNMENT

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

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

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

(d) Form of Statement of Insurance.

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

[\_\_\_\_\_]

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

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

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

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

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT 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 Bond, and that this Bond 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

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS            §  
COUNTY OF BRAZORIA         §

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

1.     The City Council of Alvin, Texas convened in a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2018, at the regular meeting place thereof within said City. The duly constituted officers and members of said City, to wit, were as follows:

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

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

ORDINANCE NO. 18-K

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ALVIN, TEXAS,  
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018;  
APPROVING RELATED AGREEMENTS; APPROVING THE PREPARATION  
AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING  
OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE  
EFFECTIVE DATE THEREOF

was duly introduced for the consideration of said City Council 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) shown present voted "Aye."

\_\_\_\_\_ Member(s) shown present voted "No."

2.     A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance is on file in the City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of

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

SIGNED AND SEALED this \_\_\_ day of \_\_\_\_\_, 2018.

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City Secretary  
City of Alvin, Texas

---

Mayor  
City of Alvin, Texas

[SEAL]

# RatingsDirect®

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## Summary:

# Alvin, Texas; Water/Sewer

### Primary Credit Analyst:

Omid Rahmani, Dallas + 1 (214) 765 5880; [omid.rahmani@spglobal.com](mailto:omid.rahmani@spglobal.com)

### Secondary Contact:

John Schulz, Centennial (1) 303-721-4385; [john.schulz@spglobal.com](mailto:john.schulz@spglobal.com)

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Rationale

Outlook

## Summary:

# Alvin, Texas; Water/Sewer

### Credit Profile

US\$9.325 mil wtr and swr sys rev bnds ser 2018 dtd 08/01/2018 due 02/01/2038

*Long Term Rating*

A+/Stable

New

## Rationale

S&P Global Ratings assigned its 'A+' long-term rating to Alvin, Texas' series 2018 water and sewer system revenue bonds. The rating reflects, in our opinion, the combination of an extremely strong enterprise risk profile and a strong financial risk profile. The outlook is stable.

The enterprise risk profile reflects our view of the utility system's:

- Extremely strong local area economy with access to the Houston-Woodlands-Sugarland metropolitan statistical area (MSA);
- Economically stable and modestly growing customer base;
- Rates that we view as low in relation to regional peers; and
- What we view as good overall operational management practices.

The financial risk profile reflects our view of the utility system's:

- Strong debt service coverage (DSC);
- Very strong liquidity position;
- What we view as generally good financial management practices; and
- Debt levels which we view as moderate to high in relation to regional peers.

The proceeds from the 2018 bonds will be used to fund the construction of various improvements to the system.

Net revenues of the water system secure the bonds. We view the bond provisions as credit neutral. The city will maintain a rate covenant at 1.15x annual debt service. The city's additional bonds test (ABT) calls for net revenues to cover average annual debt service of all debt, including proposed debt, at least 1.15x. The flow of funds is closed and the excess revenues will be used only to support the utility fund. Additionally, the city elected to not include a debt service reserve fund (DSRF) for this issuance. Per our criteria, while currently the lack of a DRSF is credit neutral based on the city's liquidity position, we will continue to monitor liquidity trends in case of a substantial drop.

## Enterprise risk

Our assessment of the utility system's enterprise risk profile as extremely strong reflects our view of the city's extremely strong local area economy with access to the Houston-Woodlands-Sugarland MSA; economically stable and

modestly growing customer base, and rates that we view as low in relation to regional peers, coupled with a good operational management framework.

Alvin, with a population of about 26,000, is 25 miles southeast of Houston and within the Houston-Woodlands-Sugarland MSA. It benefits from its access to Johnson Space Center, Houston; the Houston Medical Center Complex; and the area's petrochemical industry. The city's water and wastewater system serves just over 7,500 customers. According to officials, the city added 156 new homes in fiscal 2017; they believe additional development and growth is likely to continue within the short-to-medium term. Median household effective buying income (MHHEBI) is, in our opinion, good at 95% of the national average. In addition, Brazoria County's 4.4% unemployment rate is in line with national trends.

For residential customers, based on the city's actual average billing rates, the monthly water bill is about \$53. As a percentage of MHHEBI, the average 5,600-gallon bill is about 1.4%, which we consider low in relation to regional peers. The city maintains a comprehensive long-term rate study in addition to an automatic annual consumer price index increase (CPI). The city council has the ability to raise rates whenever necessary above the suggested ratios of the rate study and the CPI. In addition, the city's internal policies states that it will strive to maintain working capital at 25% of budgeted expenditures.

Based on our operational management assessment (OMA), we view the water enterprise to be a '2' on a six-point scale, with '1' being the strongest. This indicates, in our view, that operational and organizational policies are comprehensive. The OMA of "good" includes strong asset management programs for monitoring existing infrastructure, and the availability of multiyear rate study, coupled with the ability to make rate adjustments and the availability of a detailed and codified succession plan as well as an available comprehensive drought and disaster management plans, if needed.

### **Financial risk**

Our assessment of the utility system's financial risk profile as strong reflects our view of the city's strong DSC metrics, very strong liquidity position, low-to-moderate debt profile, and good financial management framework.

The city's coverage metrics are strong, in our view. In the previous three fiscal years, its all-in coverage metrics have somewhat fluctuated from about 1.2x coverage in fiscal 2015 to about 1.5x in fiscal 2017. There was a drop in the utility fund's coverage metrics in fiscal 2016 associated with the costs of a total meter replacement program, which began in 2015 and was expensed. The city's coverage metrics have historically been around 1.5x to 1.7x. The newly implemented availability of detailed and comprehensive sufficiency and rate studies should allow management to meet coverage expectations from now on.

Liquidity is an identified strength of the system. Unrestricted cash and investments have ranged from about \$8.8 million in fiscal 2015 to about \$9.3 million in fiscal 2017. The unrestricted cash and investments at fiscal year-end stood at the equivalent of 712 days' cash on hand. In relation to the city's capital improvement plan (CIP), these amounts may slightly fluctuate. However based on management's indications, we expect the unrestricted liquidity position will remain very strong through the management of the CIP and rates.

Currently, we consider the system's debt-to-capitalization ratio as moderate at approximately 54%, with just under \$30

million of debt outstanding after including this issuance. The city maintains a comprehensive multiyear CIP. The current CIP calls for approximately a leveraging up of about \$42 million (including this issuance) for various improvement projects and expansions associated with the system over the next five years. The city's external multiyear rate study addressed this uptick in debt with regular annual suggested rate increases to maintain financial performance.

Based on our financial management assessment (FMA), we view the city as a '2' on a six-point scale, with '1' being the strongest. We also assigned a FMA of "good," indicating we consider financial practices good and somewhat comprehensive. The city maintains a conservative annual capital budget. The city council receives monthly updates regarding the system's budget and any deviations from projections are analyzed. We also consider credit positive Alvin's adherence to a comprehensive CIP and audits that comply with generally accepted accounting principles (GAAP), as well as a detailed and codified investment and liquidity policies.

## Outlook

The outlook reflects the expectation of overall economic stability, coupled with maintenance of strong coverage and liquidity levels which are in line with the aforementioned historical trends.

### Upside scenario

A higher rating could be warranted should there be a strong and sustained growth in the system's coverage metrics above the aforementioned historical trends, coupled with continued and meaningful growth in the liquidity position.

### Downside scenario

The rating could be under pressure should there be a consistent drop in system coverage levels or liquidity during the period of increased debt issuance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

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# AGENDA COMMENTARY

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**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a variance request for the property owner of the vacant lot that is east of 1219 Betsy Ross to reduce the front building setback requirement of Chapter 21, Section 37(a) of the Code of Ordinances, from 25 feet to 18 feet, for the placement of a single-family home.

---

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

---

**Summary:** On May 31, 2018, the Engineering Department received a variance request from the property owner of the vacant lot located east of 1219 Betsy Ross to reduce the front building setback from 25 feet to 18 feet for the placement of a single-family home. As explained in the attached request letter, the Owner is wanting to relocate the currently abandoned pier and beam frame home that is located at 1213 Betsy Ross to the vacant lot to the west and remodel it for use as an investment property. The Owner's future plan for the lot at 1213 Betsy Ross, once the house is moved, is to build a duplex. The placement of the home with a front building setback of 18 feet will not cause any traffic safety concerns and will blend with the existing structures in the area.

The City Planning Commission unanimously approved this request at their meeting on June 26, 2018.

Numerous variances to the front building setback requirement have been approved in the past several years. The most recent one being for a Porte Cochere at 404 Lulac Street in December of 2015.

Staff recommends approval.

---

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 7/12/18 SLH

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**Supporting documents attached:**

- Variance Request Letter
- Photos of Properties
- Survey
- Lot Drawing
- Sec. 21-4 Variance; Section 21-37 (a) Lots

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**Recommendation:** Move to approve the variance request for the property owner of the vacant lot that is east of 1219 Betsy Ross to reduce the front building setback requirement of Chapter 21, Section 37(a) of the Code of Ordinances, from 25 feet to 18 feet, for the placement of a single-family home.

---

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**Jose H. & Ernestina (Tina) Sital**  
**1300 CR 850-B**  
**Alvin, TX 77511**  
**(281) 797-4088**

May 24, 2018

City of Alvin

RE: Variance Request

To whom it may concern:

Requesting consideration for a variance of existing city codes. Throughout this letter there will be 3 properties that will be the topic of this discussion. Please refer to the information listed below:

(Property A\*) - 1213 Betsy Ross St

(Empty Lot B\*) – located in between A & C

(Property C\*) - 1219 Betsy Ross St

\*Refer to pictures for a visual representation

Currently property A is an old abandoned house on a large lot located directly in front of the High School Field House. Property A was recently purchased (05/09/2018) with the intention of building a 2 unit duplex in the near future. Meanwhile, the first consideration is to physically move the abandoned house about 55' West to "Empty lot B". We plan to renovate the house once it's moved. This will allow us to preserve the historic frame house that was built in the fifties and once served as a home for 3 generations of the Ford family. Also, while the house will be in the process of being moved it will allow the opportunity to bring the house back to a leveled foundation and up to code. Unfortunately, since we've purchased this property we have an issue with trespassers breaking into the house vandalizing the inside with burnt cigarette buds spread across the house & burnt on the walls. In addition, once moved and remodeled at "empty lot B" this property will be placed in service as a rental house and retire the nest for trespassers. We believe it will add value to the entire neighborhood and provide a return on our investment.

Unfortunately, with the current building set back of 25' from the right of way (Betsy Ross), 10' from the back and leaves us an area of 25' front to back & 50' from side to side to work with while the dimensions of the old house is 32' long and 41.3' wide. The problem lies specifically with the length (7' short), the **width is not an issue.**

This letter is a proposal to respectfully request your consideration for a variance from the current 25' front building set back requirement to the proposed option listed below.

The most efficient way to expedite construction time and cost to get this asset up to code while adding a new addition to the neighborhood benefiting surrounding property values and generating greater property tax revenues for the city of Alvin. In addition, we will no longer have an issue of trespassers breaking in and vandalizing the old house. We kindly propose a variance of 18' front building set back (front of the road Betsy Ross). With this proposed solution, we will be able to promptly have the old house moved, remodeled and aligned with the existing houses located on Betsy Ross street. We understand it may be a great request, but this option is the most efficient route to greatly increasing value to the

neighborhood surrounding our state of the art Alvin High School. Once this project is complete we can turn our attention to the development of a duplex which will add value to the area by 2-fold.

I have attached property C in the photos to give you a general example of what the finished product will look like. Which was a similar project we completed about 5 years ago.

A \$250.00 check is herein attached with the request.

Thank you in advance for your consideration and prompt attention to this matter. If you have any questions or comments, we may be reached at the above address/telephone or via email at

Sincerely,

*Jose Herminio Sital*

*Ernestina Sital*

Jose H. Sital,  
Ernestina Sital

Enclosure



House A - Street  
Betsy Ross - Front View



← 32' →

House A  
(East side)



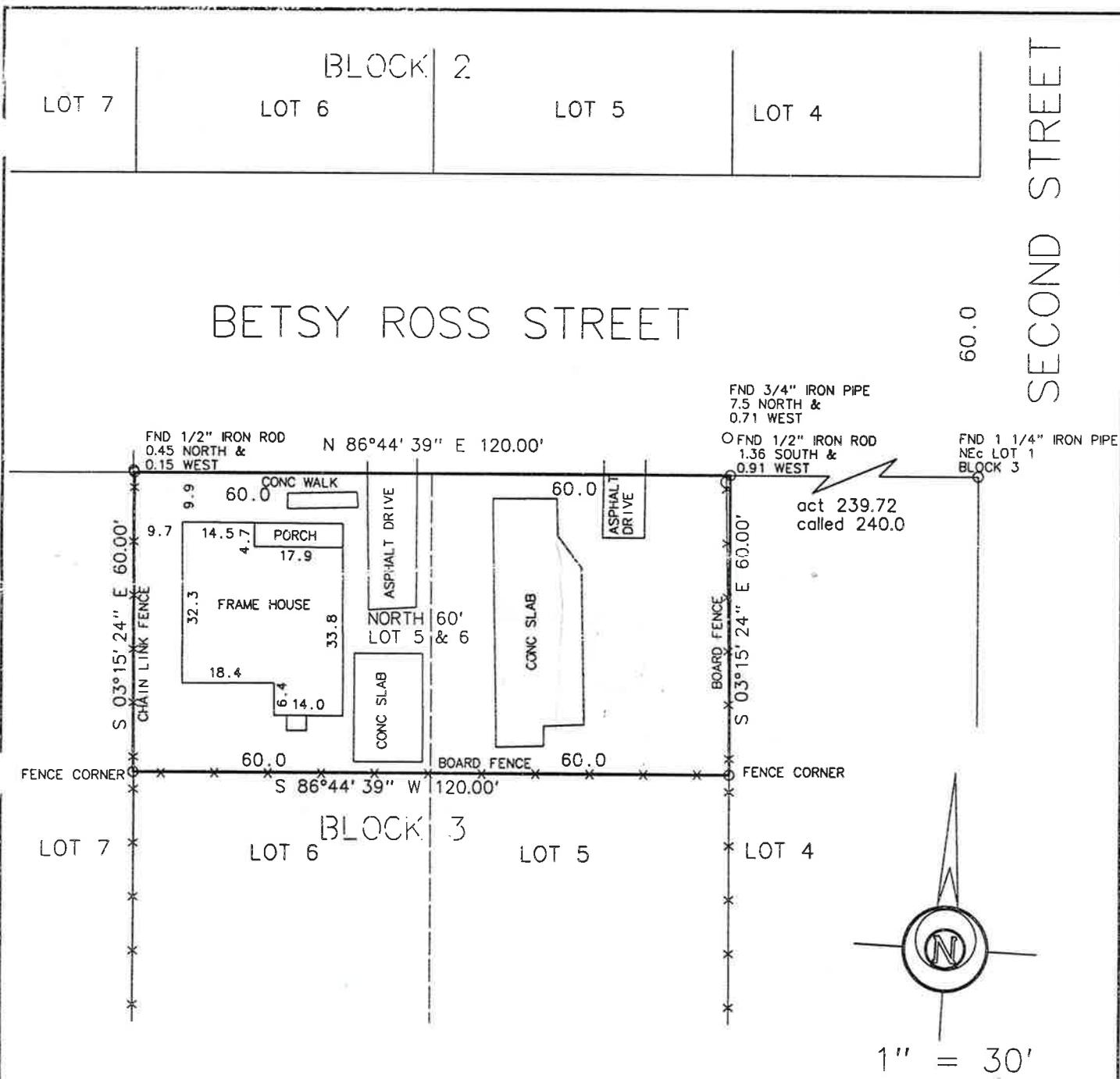
LOT B



LOT B



House C next  
to Empty lot B  
Goal to make house  
A comparable to C



SURVEY MAP SHOWING BOUNDARIES AND IMPROVEMENTS ON THE NORTH 60 FEET OF LOT 5 AND LOT 6, BLOCK 3, FREE ADDITION TO THE CITY OF ALVIN, ACCORDING TO THE PLAT RECORDED IN VOLUME 4, PAGE 39, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

This survey was made on the ground on May 1, 2013, under my supervision, and conforms to the Texas Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Land Surveying, as revised June 2006.

*Chad A. Gormly*

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

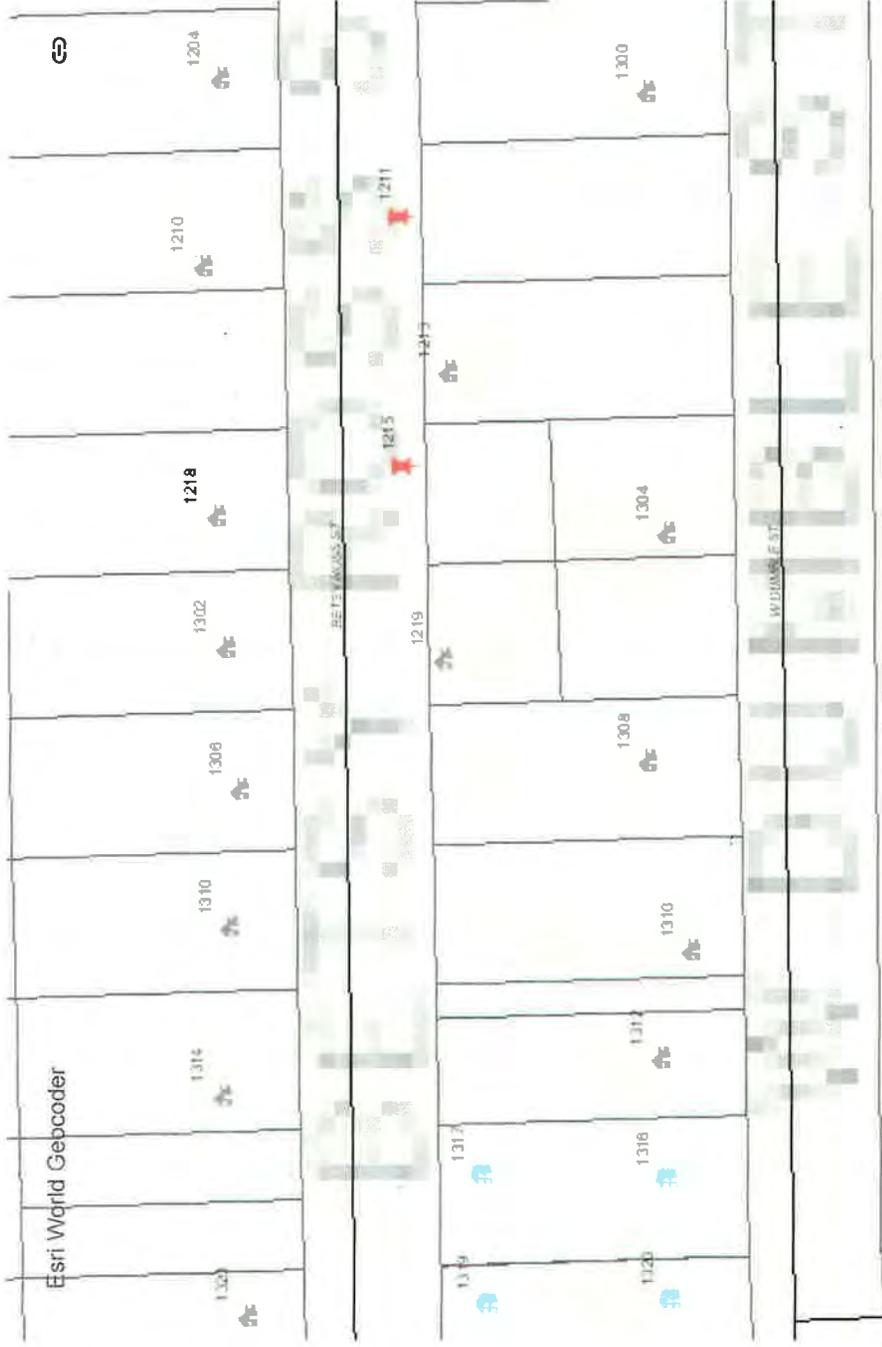
Source of bearing based upon the Texas Coordinate System of 1983 (South Central Zone) as compiled from GPS Observations.

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

Survey performed without the benefit of a current title commitment.

LOT B (1/2 of Lot 5)  
New Survey in  
Process



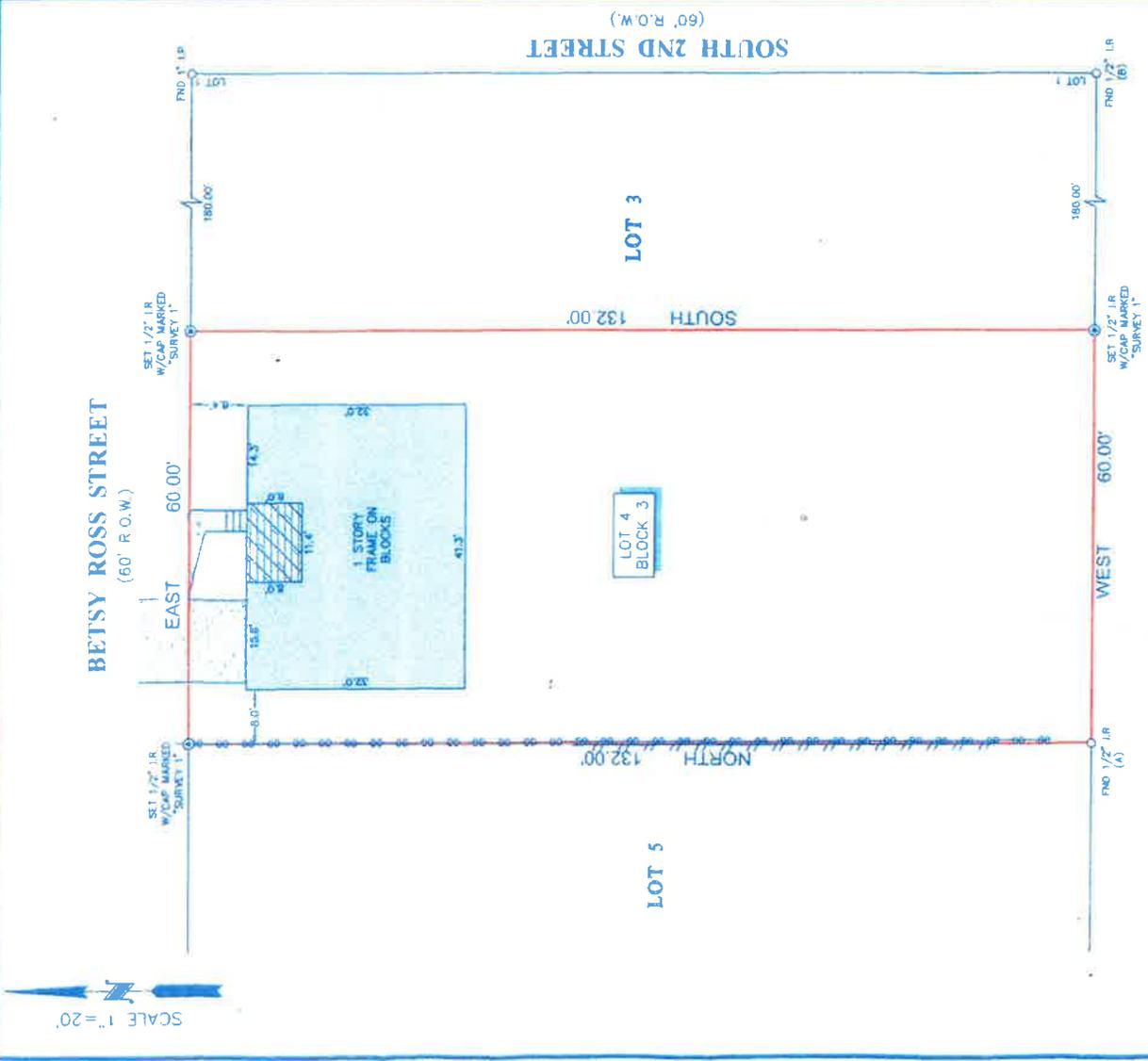


House # Survey



**LEGEND**

- CONCRETE
- COVERED AREA
- FENCE
- STEPS
- WOOD DECK
- CHAIN LINK
- WOOD



SCALE 1" = 20'

**WEST DUMBLE STREET**  
(60' R.O.W.)

- NOTES**
- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW, POINTS (A) AND (B) WERE SET BY ME IN THE PRESENCE OF THE SURVEYOR.
  - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT PER THE REQUEST OF THE BUYER.
  - THIS SURVEY IS CERTIFIED TO KEVIN FORD FOR THIS TRANSACTION ONLY; IT IS NOT TRANSFERABLE TO ADDITIONAL PARTIES.
  - ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
  - THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

**LEGAL DESCRIPTION:** LOT 4, IN BLOCK 3, OF FREE ADDITION TO ALVIN NO. 1, CITY OF ALVIN, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS; ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 39 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.



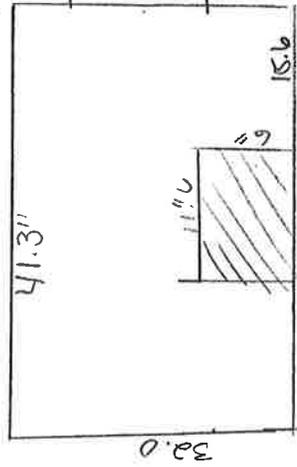
IN WITNESS WHEREOF, I, THE SURVEYOR, HAVE SET MY HAND AND SEAL AT ALVIN, TEXAS, ON NOVEMBER 18, 2016.

*Richard Fussell*  
RICHARD FUSSELL

CLIENT:	TBD
ADDRESS:	1213 BETSY ROSS STREET www.survey1inc.com survey1@survey1inc.com
FIELD CREW:	TECH: NM
DRAFTER:	FINAL CHECK: ET
DATE:	NOV. 18, 2016
JOB#:	11-49804B-16
Firm Registration No. 100758-00	
P.O. Box 2543   Alvin, TX 77512   (281)393-1392	

W Dumble St

Property  
"A"



1213 Betsy Ross

10' ↓ 60.0' ↓ 10'

Empty lot "B"

18' ↑ 18' ↑

1/2 of Lot 5

Betsy Ross St

House "C"

1/2 of Lot 6

## Sec. 21-4. - Variances.

Upon written request, city council may authorize a variance from this chapter. An applicant for a variance shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings hereinabove required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to city council.

(Ord. No. 02-AA, § 1, 6-20-02; Ord. No. 06-WW, § 3, 12-21-06; Ord. No. 12-UU, § 2, 11-1-12)

**Sec. 21-37. - Lots.**

(a) Minimum setback lines. Minimum front residential building setback lines shall be at least twenty-five (25) feet. Minimum side setback lines shall be fifteen (15) feet on corner lots only when abutting another rear yard and when driveways are limited to front only. Lots abutting across walkways shall be treated as corner lots. Minimum rear residential, commercial, business and industrial setback lines shall be ten (10) feet. Minimum side residential, commercial, business and industrial setback lines shall be five (5) feet. Minimum commercial, business and industrial building front setback lines shall be at least twenty-five (25) feet, unless otherwise approved.

Exception: Minimum setback lines shall increase ten (10) feet from a sixty-foot right-of-way where minor or major thoroughfare is planned in the thoroughfare plan of the city.

- (b) Lot dimensions. Lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area not less than seven thousand (7,000) square feet.
- (1) Residential lots that are served by public water and not served by public sewer shall be not less than one hundred twenty (120) feet in width at the building setback line and shall not have an area less than one-half acre. Consideration should be given to the possibility of resubdivision at such time that sanitary sewer service becomes available.
  - (2) Residential lots that are not served by public water and sewer shall be not less than one-hundred twenty (120) feet in width at the building setback line and shall not have an area less than one (1) acre.
  - (3) Depth and width of properties reserved or laid out for business and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
  - (4) In an approved subdivision, lot sizes may be permitted to be increased in order to secure privacy within such lots, or to allow improvement on such lots to conform to the building requirements. However, in no case shall lot size changes be permitted if they result in creating one or more lots of size less than the minimum area requirements of this chapter.
- (c) Access to public streets. The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.
- (d) Double and reverse frontage lots. Double frontage and reverse frontage lots should be avoided unless backing up to a major thoroughfare.
- (e) Side lot lines. Side lot lines shall be substantially at right angles or radial to street lines.
- (f) Flag and key shaped lots. No flag or key-shaped lots are allowed.

(Ord. No. 02-AA, § 1, 6-20-02; Ord. No. 03-Q, § 17(2), 5-15-03; Ord. No. 04-KK, § 3, 8-19-04; Ord. No. 05-X, § 3, 5-19-05)



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of St. James Place (located northeast of the Heights Road and Brazos Street intersection), being a development of 25.819 acres located in the south half of section 21, Hooper and Wade Survey, A-421, Brazoria County, Texas.

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

**Summary:** On May 31, 2018, the Engineering Department received the final plat St. James Place for review. The property is located northeast of the Heights Road and Brazos Street intersection in the City of Alvin's Extraterritorial Jurisdiction (ETJ). The property is being platted for the future development of a senior apartment complex. This plat complies with all requirements of the City of Alvin's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 26, 2018.

Staff recommends approval. [CLICK HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 7/9/18 SLH

## Supporting documents attached:

- Final Plat of St. James Place

**Recommendation:** Move to approve the final plat of St. James Place (located north of the Heights Road and Brazos Street intersection), being a development of 25.819 acres located in the south half of section 21, Hooper and Wade Survey, A-421, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Kendall Lakes Section 8 (located near Highway 35 North), being a subdivision of 14.569 acres of land located in the H.T.&B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.

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

**Summary:** On May 31, 2018, the Engineering Department received the final plat of Kendall Lakes Section 8 for review. This section consists of seventy-six (76) single-family residential lots, five (5) blocks, and one (1) reserve and is located north of Kendall Lakes Section 7. The Kendall Lakes Subdivision currently consists of seven (7) previously platted sections totaling three hundred and sixty-three (363) residential lots of which two hundred and two (202) have homes on them. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on June 26, 2018.

Staff recommends approval. [CLICK HERE](#) to view plat.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No \_\_\_

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- Final Plat of Kendall Lakes Section 8

**Recommendation:** Move to approve the final plat of Kendall Lakes Section 8 (located near Highway 35 North), being a subdivision of 14.569 acres of land located in the H.T.&B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

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**Meeting Date:** 7/19/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a bid award to GW Phillips Concrete Construction, Inc., for the Durant Detention Basin Final Grading and Concrete Construction Project in an amount not to exceed \$351,473.10; and authorize the City Manager to sign the contract upon legal review.

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

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**Summary:** On June 19, 2018, bids were opened for the Durant Detention Basin Final Grading and Concrete Construction Project, and GW Phillips Concrete Construction, Inc. was the qualified low bidder. The Engineering Department has worked with this contractor before and was highly satisfied with the work performed.

Contract Amount: \$319,521.00

10% Contingency: \$ 31,952.10

**Total Amount: \$351,473.10**

The project consists of the final grading of the Durant Detention Pond, construction of the concrete pilot channels, concrete inflow weir, grading of the backslope swales, installation of backslope storm inlets, installation of the trash rack at the outfall, and sodding/hydro-mulching of the pond.

The project is scheduled to start in early August 2018 and has a construction time of 60 calendar days.

Staff recommends approval.

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**Funding Expected:** Revenue \_\_\_ Expenditure  X  N/A \_\_\_ **Budgeted Item:** Yes  X  No \_\_\_ N/A \_\_\_

**Funding Account:**  312-5501-00-9031  **Amount:**  \$351,473.10  **1295 Form Required?** Yes  X  No \_\_\_

**Legal Review Required:** N/A \_\_\_ Required  X  **Date Completed:**  7/17/18 SLH

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**Supporting documents attached:**

- Bid Tabulation
- Proposal

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**Recommendation:** Move to award a bid to GW Phillips Concrete Construction, Inc., for the Durant Detention Basin Final Grading and Concrete Construction Project in an amount not to exceed \$351,473.10; and authorize the City Manager to sign the contract upon legal review.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**BID SHEET**

**PROJECT**

**DURANT DETENTION BASIN AT S. DURANT ST. & W. SOUTH ST.  
FINAL GRADING AND CONCRETE CONSTRUCTION**

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	NAME OF BIDDER			
					GW Phillips		Tandem Services	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<b>SECTION 1 - DEMOLITION QUANTITIES</b>								
1	02120,02911	EXCAVATION & OFFSITE DISPOSAL	CY	1567	\$ 18.00	\$28,206.00	\$ 13.00	\$20,371.00
2	02314,02911	EXCAVATION & FILL (ON-SITE MATERIAL)	CY	85	\$ 18.00	\$1,530.00	\$ 10.00	\$850.00
3	02314	EXCAVATION & OFFSITE DISPOSAL AFTER EXISTING SURVEY PROVIDED	CY	1	\$ 18.00	\$18.00	\$ 20.00	\$20.00
4	2221 (COH), 02120 HCFC	CRUSHED STONE REMOVAL	SY	37	\$ 18.00	\$666.00	\$ 10.00	\$370.00
5	02120, 02315, 01330	24" HDPE PIPE REMOVAL	LF	40	\$ 20.00	\$800.00	\$ 20.00	\$800.00
6	02221 (COH), 02120 HCFC	CONCRETE REMOVAL AND OFFSITE DISPOSAL	SY	543	\$ 18.00	\$9,774.00	\$ 10.00	\$5,430.00
<b>SUBTOTAL SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 6):</b>						<b>\$40,994.00</b>		<b>\$27,841.00</b>
<b>SECTION 2 - CONCRETE QUANTITIES</b>								
7	03310, 2376, 02316	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (WEIR)	SY	476	\$ 90.00	\$42,840.00	\$ 100.00	\$47,600.00
8	3310, 02316	CONCRETE BASIN PILOT CHANNELS 5" & TRANSITION PAD 5" CONC	SY	874	\$ 90.00	\$78,660.00	\$ 125.00	\$109,250.00
9	03310, 2376, 02316	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (M1 CHANNEL)	SY	456	\$ 125.00	\$57,000.00	\$ 125.00	\$57,000.00
10	03310, 02316	5" CONC NOMINAL THICKNESS (FOR SLOPE AROUND FLOTABLE AREA)	SY	50	\$ 90.00	\$4,500.00	\$ 150.00	\$7,500.00
11	02751, 02752, 02753, 02754, 02336 (COH)	DRIVEWAY CONCRETE	SQ FT	333	\$ 9.00	\$2,997.00	\$ 8.00	\$2,664.00
12	02336, 02120, 02316	LIME STABILIZED SUBGRADE	SY	43	\$ 15.00	\$645.00	\$ 46.00	\$1,978.00
13	3310	CONCRETE INTECEPTOR STRUCTURE (STAGE II CONST)	SY	21	\$ 120.00	\$2,520.00	\$ 180.00	\$3,780.00
14	3310	CONCRETE SLOPE PAVING FOR RCP	SY	26	\$ 90.00	\$2,340.00	\$ 150.00	\$3,900.00
15	2120, 02316, 02321, 03310	MODIFIED TYPE "A" INLET INTECEPTOR STRUCTURE (STAGE I CONST)	EA	3	\$ 2,800.00	\$8,400.00	\$ 3,500.00	\$10,500.00
16	02378	RIP RAP (STONE) (DRY) (18IN) GRADATION NO 2	SY	200	\$ 85.00	\$17,000.00	\$ 45.00	\$9,000.00
17	02379	GEOTEXTILE FILTER FABRIC MATERIAL FOR RIP RAP	SY	200	\$ 3.00	\$600.00	\$ 3.50	\$700.00
<b>SUBTOTAL SECTION 2 - CONCRETE QUANTITIES (Bid Items 7 - 17):</b>						<b>\$217,502.00</b>		<b>\$253,872.00</b>
<b>SECTION 3 - UTILITY QUANTITIES</b>								
18	02611, 02631	RCP (CL III) 24" STM SWR (GASKET)(BACKSLOPE DRAIN)	LF	102	\$ 160.00	\$16,320.00	\$ 125.00	\$12,750.00
19	02611, 02632	RCP (CL III) 24" STM SWR (GASKET)(OUTFALL)	LF	57	\$ 160.00	\$9,120.00	\$ 125.00	\$7,125.00
20	02632, 02633	FLOATABLE COLLECTION SCREEN	EA	1	\$ 5,000.00	\$5,000.00	\$ 4,500.00	\$4,500.00
21	02321	CEMENT STABILIZED SAND (200 PSI)	TON	108	\$ 45.00	\$4,860.00	\$ 32.00	\$3,456.00
22	02269	TRENCH SAFETY SYSTEMS	LF	159	\$ 10.00	\$1,590.00	\$ 1.50	\$238.50
<b>SUBTOTAL SECTION 3 - UTILITY QUANTITIES (Bid Items 18 - 22):</b>						<b>\$36,890.00</b>		<b>\$28,069.50</b>
<b>SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES</b>								
23	01570, 01571	SWPPP, INSPECTION AND MAINTENANCE / (PERMITS)	LS	1	\$ 3,000.00	\$3,000.00	\$ 2,500.00	\$2,500.00
24	01570	INLET PROTECTION BARRIER (REINFORCED FILTER FABRIC)	LF	168	\$ 3.00	\$504.00	\$ 2.50	\$420.00
25	02361	REINFORCED FILTER FABRIC BARRIER	LF	1	\$ 3.00	\$3.00	\$ 4.00	\$4.00
26	02364	FILTER DAM TYPE 2	LF	1	\$ 50.00	\$50.00	\$ 4,000.00	\$4,000.00
27	02365	TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT	SY	1	\$ 26.00	\$26.00	\$ 1,500.00	\$1,500.00
28	730 (HCDE)	CONCRETE WASHOUT	EA	1	\$ 1,000.00	\$1,000.00	\$ 500.00	\$500.00
29	02912 (COH), 01566 (Other)	TREE PROTECTION FENCE	LF	1	\$ 8.00	\$8.00	\$ 5.00	\$5.00
30	02923	TURF ESTABLISHMENT - HYDROMULCH SEEDING (SIDE SLOPE & BOTTOM)	AC	3.58	\$ 2,400.00	\$8,592.00	\$ 1,800.00	\$6,444.00
31	02922	TURF ESTABLISHMENT - SODDING (ST. AUGUSTINEGRASS)	SY	592	\$ 6.00	\$3,552.00	\$ 7.00	\$4,144.00
<b>SUBTOTAL SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES (Bid Items 23 - 31):</b>						<b>\$16,735.00</b>		<b>\$19,517.00</b>
<b>SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES</b>								
32	01580	PROJECT SIGN WITH SW3P	EA	1	\$ 1,000.00	\$1,000.00	\$ 800.00	\$800.00
<b>SUBTOTAL SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES (Bid Items 32 - 32):</b>						<b>\$1,000.00</b>		<b>\$800.00</b>
<b>SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES</b>								
33	01502, 01565	MOBILIZATION	LS	1	\$ 5,000.00	\$5,000.00	\$ 20,000.00	\$20,000.00
34	01555	TYPE III BARRICADE & STOP SIGN	LS	1	\$ 1,400.00	\$1,400.00	\$ 1,500.00	\$1,500.00
<b>SUBTOTAL SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES (Bid Items 33 - 34):</b>						<b>\$6,400.00</b>		<b>\$21,500.00</b>

SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 6):	\$40,994.00	\$27,841.00
SECTION 2 - CONCRETE QUANTITIES (Bid Items 7 - 17):	\$217,502.00	\$253,872.00
SECTION 3 - UTILITY QUANTITIES (Bid Items 18 - 22):	\$36,890.00	\$28,069.50
SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES (Bid Items 23 - 31):	\$16,735.00	\$19,517.00
SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES (Bid Items 32 - 32):	\$1,000.00	\$800.00
SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES (Bid Items 33 - 34):	\$6,400.00	\$21,500.00
ADDITIONAL EXCAVATION WORK:		
<b>TOTAL BASE BID (Sections 1 through 6)</b>	<b>\$319,521.00</b>	<b>\$351,599.50</b>

## PROPOSAL

TO: The Honorable Mayor and City Council  
The City of Alvin, Texas

FROM: **Durant Detention Basin at S. Durant St. and W. South St.  
Final Grading and Concrete Construction**

**Bid No.** B-18-11  
**Acc. No.** 312-5501-00-9031

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before ~~60~~ **Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of ~~\$250.00~~ **Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

**BID SHEET**

**Project:** DURANT DETENTION BASIN AT S. DURANT ST. & W. SOUTH ST.  
**Job No:** FINAL GRADING AND CONCRETE CONSTRUCTION  
 4975-01

<b>Summary of Estimate</b>	
Size:	100%
Base Bid Total Amount:	
Contingencies 10%:	
Grand Total Project:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
<b>SECTION 1 - DEMOLITION QUANTITIES</b>						
1	02120,02911	EXCAVATION & OFFSITE DISPOSAL	CY	1567	18	28,206
2	02314,02911	EXCAVATION & FILL (ON-SITE MATERIAL)	CY	85	18	1,530
3	02314	EXCAVATION & OFFSITE DISPOSAL AFTER EXISTING SURVEY PROVIDED	CY	1	18	18
4	2231 (COH),02120 HCFCD	CRUSHED STONE REMOVAL	SY	37	18	666
5	02120,02315-0113	24" HDPE PIPE REMOVAL	LF	40	20	800
6	02221 (COH),02120 HCFCD	CONCRETE REMOVAL AND OFFSITE DISPOSAL	SY	543	18	9,774
<b>SUBTOTAL SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 6):</b>						<b>40,994</b>
<b>SECTION 2 - CONCRETE QUANTITIES</b>						
7	03310,2376,02316	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (WEIR)	SY	476	90	42,840
8	3310,02316	CONCRETE BASIN PILOT CHANNELS 5" & TRANSITION PAD 5" CONC.	SY	874	90	78,660
9	03310,2376,02316	CONCRETE CHANNEL LINING 6" NOMINAL THICKNESS (MI CHANNEL)	SY	456	125	57,000
10	03310,02316	5" CONC NOMINAL THICKNESS (FOR SLOPE AROUND FLOTABLE AREA)	SY	50	90	4,500
11	02751,02752,02753,02754,02336(COH)	DRIVEWAY CONCRETE	SQ FT	333	9	2,997
12	02336, 02120, 02316	LIME STABILIZED SUBGRADE	SY	43	15	645
13	3310	CONCRETE INTECEPTOR STRUCTURE (STAGE II CONST.)	SY	21	120	2,520
14	3310	CONCRETE SLOPE PAVING FOR RCP	SY	26	90	2,340
15	2120, 02316, 02321, 03310	MODIFIED TYPE "A" INLET INTECEPTOR STRUCTURE (STAGE I CONST.)	EA	3	2800	8,400
16	02378	RIP RAP (STONE) (DRY) (18IN) GRADATION NO 2	SY	200	85	17,000
17	02379	GEOTEXTILE FILTER FABRIC MATERIAL FOR RIP RAP	SY	200	3	600
<b>SUBTOTAL SECTION 2 - CONCRETE QUANTITIES (Bid Items 7 - 17):</b>						<b>217,502</b>
<b>SECTION 3 - UTILITY QUANTITIES</b>						
18	02611,02631	RCP (CL III) 24" STM SWR (GASKET)/BACKSLOPE DRAIN	LF	102	160	16,320
19	02611,02632	RCP (CL III) 24" STM SWR (GASKET)/OUTFALL	LF	57	160	9,120
20	02632', 02633'	FLOATABLE COLLECTION SCREEN	EA	1	5,000	5,000
21	02321	CEMENT STABILIZED SAND (200 PSD)	TON	108	45	4,860
22	02269	TRENCH SAFETY SYSTEMS	LF	159	10	1,590
<b>SUBTOTAL SECTION 3 - UTILITY QUANTITIES (Bid Items 18 - 22):</b>						<b>36,890</b>
<b>SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES</b>						
23	01570, 01571	SWPPP, INSPECTION AND MAINTENANCE / (PERMITS)	LS	1	3,000	3,000
24	01570	INLET PROTECTION BARRIER (REINFORCED FILTER FABRIC)	LF	168	3	504
25	02361	REINFORCED FILTER FABRIC BARRIER	LF	1	3	3
26	02364	FILTER DAM TYPE 2	LF	1	50	50
27	02365	TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT	SY	1	26	26
28	730 (HCDE)	CONCRETE WASHOUT	EA	1	1,000	1,000
29	02912 (COH), 01566 (Other)	TREE PROTECTION FENCE	LF	1	8	8
30	02923	TURF ESTABLISHMENT - HYDROMULCH SEEDING (SIDE SLOPE & BOTTOM)	AC	3.58	2400	8,592
31	02922	TURF ESTABLISHMENT - SODDING (ST. AUGUSTINEGRASS)	SY	592	6	3,552
<b>SUBTOTAL SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES (Bid Items 23 - 31):</b>						<b>16,735</b>
<b>SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES</b>						
32	01580	PROJECT SIGN WITH SW3P	EA	1	1,000	1,000
<b>SUBTOTAL SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES (Bid Items 32 - 32):</b>						<b>1,000</b>
<b>SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES</b>						
33	01502, 01565	MOBILIZATION	LS	1	5,000	5,000
34	01555	TYPE III BARRICADE & STOP SIGN	LS	1	1,400	1,400
<b>SUBTOTAL SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES (Bid Items 33 - 34):</b>						<b>6,400</b>

<b>SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 6):</b>	<b>40,994</b>
<b>SECTION 2 - CONCRETE QUANTITIES (Bid Items 7 - 17):</b>	<b>217,502</b>
<b>SECTION 3 - UTILITY QUANTITIES (Bid Items 18 - 22):</b>	<b>36,890</b>
<b>SECTION 4 - STORM WATER POLLUTION PREVENTION QUANTITIES (Bid Items 23 - 31):</b>	<b>16,735</b>
<b>SECTION 5 - SIGNING AND PAVEMENT MARKING QUANTITIES (Bid Items 32 - 32):</b>	<b>1,000</b>
<b>SECTION 6 - TRAFFIC CONTROL AND MISCELLANEOUS QUANTITIES (Bid Items 33 - 34):</b>	<b>6,400</b>
<b>ADDITIONAL EXCAVATION WORK</b>	
<b>TOTAL BASE BID (Sections 1 through 6)</b>	<b>314,521</b>

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 Dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 Dated \_\_\_\_\_ Received \_\_\_\_\_

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

**BIDDER:**

Name of Corporation: GW Phillips Concrete Construction Inc

Signature: GW Phillips III

Printed Name: George W Phillips III

Title: owner

Address: 117 Dates Rd  
Houston TX 77013

Telephone: 713 674 9400

Date: 6/19/18

**ATTEST:** Jenni Miller

Secretary of Corporation \_\_\_\_\_

(Seal of Bidder Corporation)

**STATEMENT OF MATERIALS AND OTHER CHARGES**

MATERIALS INCORPORATED INTO THE PROJECT: \$ 159,760<sup>50</sup>

ALL OTHER CHARGES: \$ 159,760<sup>50</sup>

\*TOTAL: \$ 319,521<sup>00</sup>

\*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

**NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.**



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara K Sachi; Bryan Lewis; Cheryl R Colson; Cynthia Haslam; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Kevin McQuain; Malia E Mann; Misty Witt; Nancy J Portugal; Pamela C Martinson; Rosalyn D Hassell; Scott D Chapman; Timothy J Maley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof "

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of February, 2018



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss

On this this 28th day of February 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of June, 2018



*William Warner Jr.*  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
GW Phillips Concrete Construction, Inc.  
Houston, TX United States

Certificate Number:  
2018-369616

Date Filed:  
06/18/2018

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Alvin, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
B-18-11  
site work for a water/sewer project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Phillips III, George	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is George W Phillips III, and my date of birth is 11-15-60.  
My address is 117 Dates Rd, Houston, TX, 77013, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 19 day of June, 2018.  
(month) (year)

GW Phillips III  
Signature of authorized agent of contracting business entity  
(Declarant)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This Statement must be notarized. If necessary, questions may be answered on separate attached Sheets. The bidder may submit any additional information he desires.

Name of Bidder: GW Phillips Concrete Construction Inc Date Organized: 1981

Address: 117 Dates Rd Houston TX 77013 Date Incorporated: 2002

Number of Years in Contracting Business under Present Name: Since 2002

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
<u>See attached</u>		

Type of work performed by your company: excavation, large underground utilities, concrete paving

Have you ever failed to complete any work awarded to you? no

Have you ever defaulted on a contract? no

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
<u>See Attached</u>			

Major Equipment Available for this Contract:

See Attached

**G.W. Phillips Concrete Construction, Inc.**

117 Oates Road Houston, Texas 77013

**Projects in Progress**

Amount of Contract: \$2,401,096.00  
Job Name: Bearle Street Reconstruction - SH 225 to Thomas Ave  
Owner: City of Pasadena, Texas  
Engineer: City of Pasadena  
1149 Ellsworth Dr, Ste 570  
Pasadena TX 77506  
Mark Gardemal 713-475-7835  
Desc: Paving and Drainage Improvements  
Location: Bearle St from SH 225 to Red Bluff, Pasadena, TX  
Percentage Complete: 60%  
Estimated Completion Date: August 2018

Amount of Contract: \$403,516.00  
Job Name: Park Drive Sidewalk Improvements  
Owner: City of La Porte, Texas  
604 W Fairmont  
La Porte TX 77571  
281-470-5110  
Engineer: RPS Klotz Associates  
1160 Dairy Ashford, Ste 500  
Houston TX 77079  
Michael McClung 281-589-7257  
Desc: Sidewalk Improvements  
Location: Park Dr from S Blackwell St to San Jacinto St, La Porte, TX  
Percentage Complete: 96%  
Estimated Completion Date: June 2018

Amount of Contract: \$655,471.00  
Job Name: Lowe's Detention Pond Improvements  
Owner: Harris County WC & ID No. 110  
C/O Langford Engineering, Inc.  
1080 W Sam Houston Pkwy, Houston TX 77043  
713-461-3530  
Engineer: Langford Engineering, Inc  
1080 W Sam Houston Pkwy  
Houston, TX 77043  
James Cartwright 713-461-3530  
Desc: Install Storm Sewer/Detention Pond  
Location: Holzwarth Rd, Spring TX  
Percentage Complete: 66%  
Estimated Completion Date: July 2018

**G.W. Phillips Concrete Construction, Inc.**  
117 Oates Road Houston, Texas 77013  
**Completed Projects/References**

**Name of Project:** Brant Drive Sewer Extension  
**Amount:** \$291,608.96 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install Storm Sewer  
**Location:** Morton Rd and Ave D, Katy TX  
**Project Engineer:** Clay & Leyendecker  
1350 Avenue D, Katy, TX 77449 David Leyendecker 281-391-0173  
**Owner:** City of Katy, TX  
**Contract Time:** Oct 2017 thru April 2018

**Name of Project:** Construction of Roadway Improvements to serve Watts Plantation/Sienna Parkway  
**Amount:** \$268,083.30 **Subcontracted Percent:** 4% **Amount Paid:** \$11,415.00  
**Type of Work:** Paving and Drainage Improvements  
**Location:** Sienna Parkway and Watts Plantation, Missouri City, TX  
**Project Engineer:** LJA Engineering, Inc - Amanda Carriage 713-953-5200 acarriage@lja.com  
2929 Briarpark, Houston TX 77042  
**Owner:** Sienna Plantation Management District  
**Contract Time:** April 2017 thru August 2017

**Name of Project:** West Airport Blvd Left Turn Lane  
**Amount:** \$378,968.65 **Subcontracted Percent:** 1% **Amount Paid:** \$2,937.00  
**Type of Work:** Create left turn lane and related drainage  
**Location:** West Airport Blvd/Murphy Rd, Stafford TX  
**Project Engineer:** Jones & Carter - Jessica Dennis - 713-777-5337 jdennis@jonescarter.com  
6330 W Loop South, Ste 150, Bellaire, TX 77401  
**Owner:** East Ft Bend County Development Authority  
**Contract Time:** February 2017 thru July 2017

**Name of Project:** Morningside Place Section 2 Detention Pond Rehabilitation  
**Amount:** \$299,470.00 **Subcontracted Percent:** 2% **Amount Paid:** \$4,875.00  
**Type of Work:** Dig detention pond  
**Location:** 4055 Fellows Rd., Houston, TX  
**Project Engineer:** AEI Engineering, Inc. - Ross Crawford - 281-350-7027 rcrawford@aeiengineering.com  
11450 Compaq Ctr Dr, Houston, TX  
**Owner:** Harris County WCID No. 89  
**Contract Time:** October 2016 thru April 2017

**Name of Project:** Tidwell Regional Detention Basin  
**Amount:** \$215,974.00 **Subcontracted Percent:** 9% **Amount Paid:** \$18,550.00  
**Type of Work:** Install Storm Sewer, Excavation for Detention Pond  
**Location:** 8611 C. E. King Pkwy, Houston TX 77044  
**Project Engineer:** Brown & Gay Engineers, Inc. - Gary Goessler 281-558-8700 ggoessler@bgeinc.com  
10777 Westheimer, Ste 400, Houston, TX 77042  
**Owner:** Parkway/Briar Ridge Properties, LP on behalf of Greenwood Utility District  
**Contract Time:** March 2017 thru July 2017

**Name of Project:** Summer Creek Baptist Church  
**Amount:** \$313,438.55 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Drainage, Paving, and Sitework  
**Location:** 12159 W Lake Houston Pkwy, Houston, Texas 77044  
**General Contractor:** MACO Construction, Inc. -Duane Cannon 832-858-0461 d.cannon@macoconstruction.com  
1718 Humble Place Drive, Humble, Texas 77338  
**Owner:** Summer Creek Baptist Church  
**Contract Time:** September 2016 thru March 2017

**Name of Project:** Paving & Drainage Improvements to Avenue D and 4th Street  
**Amount:** \$942,859.00 **Subcontracted Percent:** 3% **Amount Paid:** \$25,270.75  
**Type of Work:** Drainage, street paving, sidewalks, and driveway approaches  
**Location:** 4th Street and Avenue D in LaPorte, Texas 77571  
**Project Engineer:** Cobb Fendley Associates, Inc. -Jason Eldridge 281-744-7313 jeldridge@cobb fendley.com  
13340 Northwest Freeway, Suite 1100, Houston, Texas 77040  
**Owner:** The City of LaPorte  
**Contract Time:** July 2016 thru March 2017

**Name of Project:** Camp Sienna Sports Complex Paving & Drainage Improvements  
**Amount:** \$2,025,750.14 **Subcontracted Percent:** 17% **Amount Paid:** \$368,815.70  
**Type of Work:** Paving and Drainage Improvements  
**Location:** 7225 Camp Sienna Trail, Missouri City, TX  
**Project Engineer:** Ward, Getz & Associates, LLP - Andrew Loessin - 713-789-1900 aloessin@wga-llp.com  
2500 Tanglewilde, Suite 120, Houston, Texas 77063  
**Owner:** Sienna Plantation Levee Improvement District  
**Contract Time:** November 2015 thru March 2017

**Name of Project:** Camp Sienna Batting Cages  
**Amount:** \$512,775.95 **Subcontracted Percent:** 27% **Amount Paid:** \$136,435.00  
**Type of Work:** Building Pad, Metal Building, Batting Cages  
**Location:** 7725 Camp Sienna Trail, Missouri City, TX 77489  
**Project Engineer:** Tait-Pitkin Sports Engineers - Larry Tait - (512) 352-3300 larry@tait-pitkin.com  
917 Yellowstone Drive, Taylor, Texas 76574  
**Owner:** Sienna Plantation Levee Improvement District  
**Contract Time:** May 2016 thru December 2016

**Name of Project:** E Detention Basin to serve TX Instruments Redevelopment  
**Amount:** \$249,622.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Detention Pond  
**Location:** 12201 Southwest Freeway Stafford TX  
**Project Engineer:** RPS Klotz Associates - Don Durgin - 281-589-7257 don.durgin@rpsgroup.com  
1160 N. Dairy Ashford Road, Suite 500, Houston, Texas 77079  
**Owner:** E Ft Bend County Development Authority  
**Contract Time:** June 2016 thru September 2016

**Name of Project:** West Keegan's Bayou Outfall Repair  
**Amount:** \$281,319.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install storm sewer under 16" high pressure natural gas pipeline  
**Location:** Bissonnet St/Hodges Bend Dr Houston TX 77083  
**Project Engineer:** AECOM Bruce Baumel 281-646-2400 bruce.baumel@aecom.com  
19219 Katy Freeway, Ste 100, Houston, TX 77094  
**Owner:** West Keegan's Bayou Improvement District  
**Contract Time:** April 2016 thru August 2016

**Name of Project:** Redstone View Dr Paving & Drainage Improvements  
**Amount:** \$1,097,595.25 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Paving and Drainage Improvements  
**Location:** Off Wilson Rd, Humble TX  
**Project Engineer:** Brown and Gay Engineers, Inc. - Gary Goessler - 281-558-8700 ggoessler@bgeinc.com  
10777 Westheimer Road, Suite 400, Houston, Texas 77042  
**Owner:** Fall Creek HOA  
**Contract Time:** October 2015 thru May 2016

**Name of Project:** Horsepen Bayou Walking Trails  
**Amount:** \$449,385.00 **Subcontracted Percent:** 3% **Amount Paid:** \$126,500.00  
**Type of Work:** Construct walking trail, sidewalk and workout stations  
**Location:** West Little York/N Eldridge Parkway  
**Project Engineer:** Brown and Gay Engineers, Inc. - Gary Goessler - 281-558-8700 ggoessler@bgeinc.com  
10777 Westheimer Road, Suite 400, Houston, Texas 77042  
**Owner:** Horsepen Bayou MUD  
**Contract Time:** July 2015 thru April 2016

**Name of Project:** Proposed Storm Sewer Outfall at Bucktrout Lane  
**Amount:** \$706,323.55 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install storm sewer  
**Location:** Colonial Parkway/Carters Gove Lane  
**Project Engineer:** A & S Engineering, Inc. - Jim Ainsworth - 713-942-2700 jra@as-engineers.com  
10377 Stella Link Road, Houston, Texas 77025  
**Owner:** Harris County MUD 61  
**Contract Time:** June 2015 thru May 2016

**Name of Project:** Champions Trail Detention Pond Expansion to serve The Storage Place  
**Amount:** \$98,982.95 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Expand Detention Pond  
**Location:** McKendree Park Drive  
**Project Engineer:** Koehn & Associates Engineers, Inc.-Ronald Koehn-713-682-2527 rkoehn@koehnengineers.com  
2500 Century Pkwy, Suite Z, Houston, Texas 77092  
**Owner:** Louetta North Public Utility District  
**Contract Time:** August 2015 thru September 2015

**Name of Project:** City of Humble - Willow St and Jordan's Gully Improvements  
**Amount:** \$1,998,226.39 **Subcontracted Percent:** 5% **Amount Paid:** \$92,439.81  
**Type of Work:** Channel and gully improvements  
**Location:** Willow St, Humble, TX  
**Project Engineer:** HDR Engineering Jose Maldonado 713-622-9264 jose.maldonado@hdrinc.com  
4828 Loop Central Dr, Suite 800, Houston, TX 77081  
**Owner:** City of Humble, TX Barry Brock, Dir. Of Public Works, 281-446-2327  
**Contract Time:** December 2013 thru August 2015

**Name of Project:** First Street Concrete Mobility  
**Amount:** \$478,268.08 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install drainage/ replace sidewalk/extend First St.  
**Location:** Katy, TX  
**Project Engineer:** Clay & Leyendecker, Inc. -David Leyendecker 281-391-0173 davidleyen@aol.com  
1350 Avenue D, Katy, Texas 77493  
**Owner:** City of Katy, TX  
**Contract Time:** April 2015 thru July 2015

**Name of Project:** Packer Court Reconstruction  
**Amount:** \$386,513.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install 30" Sanitite pipe into 42" RCP, install storm sewer, re-pave street, sidewalks  
and driveway approaches  
**Location:** Webster, TX  
**Project Engineer:** KSA Engineers -Philip Huseman 281-494-3252 phuseman@ksaeng.com  
Sugarland Business Park-816 Park 2 Drive, Sugarland, Texas 77478  
**Owner:** City of Webster, TX  
**Contract Time:** March 2015 thru August 2015

**Name of Project:** Access Road and Drainage Through Waste Water Treatment Plant , Phase 1 and 2  
**Amount:** \$338,558.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install outfall drainage and build access road  
**Location:** Porter Road/Stockdick School Rd, Katy, TX  
**Project Engineer:** LJA Engineering/Gary Mensik 713-953-5249 gmensik@ljaengineering.com  
2929 Briarpark Drive, Suite 600, Houston, Texas 77042  
**Owner:** Harris County MUD No. 495  
**Contract Time:** February 2015 thru July 2015

**Name of Project:** Southwest Shipyard Cement Blocks  
**Amount:** \$103,270.50 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Frame and pour 36 each - 5' x 5' x 3.5' cement blocks  
**Location:** Built at GW Phillips Const yard and delivered to Southwest Shipyard  
**Project Engineer:** Southwest Shipyard/ Don Soileau 281-727-6552 dsoileau1964@gmail.com  
18310 Market Street, Channelview, Texas 77530  
**Owner:** Southwest Shipyard LLP  
**Contract Time:** February 2015 thru March 2015

**Name of Project:** City of Katy 2013 Street & Sidewalk Improvements  
**Amount:** \$141,090.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Street and Sidewalk Improvements  
**Location:** City of Katy  
**Project Engineer:** Clay & Leyendecker, Inc. - David Leyendecker 281-391-0173 davidleyen@aol.com  
1350 Avenue D, Katy, Texas 77493  
**Owner:** City of Katy 910 Avenue C Katy TX 77493  
**Contract Time:** September 2013 thru December 2013

**Name of Project:** City of Taylor Lake Village  
**Amount:** \$647,320.34 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Street and Sidewalk Improvements  
**Location:** City of Taylor Lake Village  
**Project Engineer:** Cobb Fendley Associates, Inc. -Brad Matlock 713-462-3242  
13340 Northwest Freeway, Suite 1100, Houston, Texas 77040  
**Owner:** City of Taylor Lake Village  
Harris County - Julia Bond - 713-755-6522  
**Contract Time:** June 2013 thru November 2013

**Name of Project:** GPISD - Zotz Parking Lot  
**Amount:** \$174,875.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Additional Concrete Parking Lot  
**Location:** 13801 Holly Park Houston TX 77015  
**Project Engineer:** Brooks & Sparks, Inc. -Frank Brooks 281-578-9595 frankb@brooksandsparks.com  
21020 Park Row Drive, Katy, Texas 77449  
**Owner:** Galena Park Independent School District-Barbara Reed-832-386-1269  
**Contract Time:** May 2013 thru August 2013

**Name of Project:** Harris County MUD 400  
**Amount:** \$1,015,128.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Construction of Detention Pond  
**Location:** Beltway 8 and John Ralston  
**Project Engineer:** Jones & Carter Darren Willis 832-913-4000 dwillis@jonescarter.com  
6330 West Loop S, Houston, Texas 77027  
**Owner:** Harris County Municipal Utility District No. 400  
**Contract Time:** April 2013 thru August 2013

**Name of Project:** Improvements to Control Bldg. @ Water Plant No. 3  
**Amount:** \$255,380.00 **Subcontracted Percent:** 20% **Amount Paid:** \$50,000.00  
**Type of Work:** Reconstruction of Control Building  
**Location:** Jackrabbit Road  
**Project Engineer:** Sander Engineering Corp. -Dennis Sander 713-784-4830  
1250 W Sam Houston Pkwy South, Suite 400, Houston, Texas 77042  
**Owner:** Jackrabbit PUD  
**Contract Time:** April 2013 thru July 2013

## EQUIPMENT LISTING

### GW PHILLIPS CONCRETE CONSTRUCTION, INC.

Year	Name	
2000	Chev C6500 Dump Truck	
2005	Cat 304CR Excavator	
N/A	40' Container	
2012	Miller Bobcat Welder	
2006	Chevy 3500 Silverado Dully	
2005	16' Pace Cargo Trailer	
N/A	Husqvarna Concrete Saw, diesel walk behind 60 HP	
N/A	Target Concrete Saw, electric walk behind 50 HP	
N/A	12' Dump Trailer	
2007	Gehl Skid Steer 6640	
2008	16' Low Boy Trailer	
1999	22 Ton Pintle Eye Trailer	
1983	Welding Machine (roughneck)	
N/A	Kent Hydraulic Breaker, 500lbs	
N/A	Rhino Brush Hog	
N/A	Amida Power Buggy (2)	
2000	Kubota M5700 Tractor 65HP	
N/A	Kent Hydraulic Breaker, 1000lbs	
2008	28' Gooseneck Trailer Big Tex	
2005	Ingersol Rand Compressor	
1998	MultiQuip Commercial Generator 45KW	
2009	JD 310 Wheel Loader Backhoe	
2005	Cat D4GXL Crawler Tractor	
2011	Dodge Ram 3500	
2009	Dodge Ram 4500	
2014	Ford F350 Pickup	
2008	423E Cat Soil Drum Compactor	
1997	Mack Dump Truck	
2012	Cat 320EL Excavator	
2007	Mack Dump Truck	
2014	Ford F150 Pickup	

Year	Name	
2013	JD 700K Crawler Dozer	
2013	4000 watt Light Tower	
2013	200# Tamper Plate	
2014	24' Model CC242 Gooseneck Trailer	
2014	Cat 305 Mini Excavator	
N/A	CR22 - 22" Spin Screed	
2013	PC360LC-10 Komatsu Excavator	
N/A	Topcon GPS Laser System for 700K	
N/A	John Deere Dozer	
N/A	42' Screed	
2001	Mack Dump Truck	
2003	Mack Dump Truck	
2014	Cat 289D Track Loader	
2013	JD 160G Hyd. Excavator	
2015	Cat D4K2 Track Type Dozer	
2007	International 4300	
2007	International 4700	
2015	JD 700K Crawler Dozer	
2015	Topcon 3DMC2 GPS System	
2001	SS250B Soil Stabilizer	
2016	8' 3 wheel Street Broom	
2005	Peterbilt	
2013	Liddell Lowboy trailer	
N/A	20' High Cube Container	
2015	JD 544K Wheel Loader	
2016	Ford F350 Pickup	
N/A	6" Thompson Trash Pump	
N/A	Paving Forms	
2017	Komatsu PC290LC-11 Excavator	
2017	2025R JD Utility Tractor	
2016	New Holland T4 Tractor	

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ \_\_\_\_\_

Bank Reference: Alligiance Bank  
Bill Chote 713 6435555

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Alvin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 19 day of June, 2018.

GWP Phillips III  
By: George W Phillips III  
Title: owner

**LIST OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
A-1 Erosion Control, LLC	11935 Windfern Rd Houston 77064	3%	Hydromulch Sodding



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

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

**Summary:** Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

- 2018 CIP Report Update
- 2018 Comprehensive Plan Implementation Report Update

**Recommendation:** Move to acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

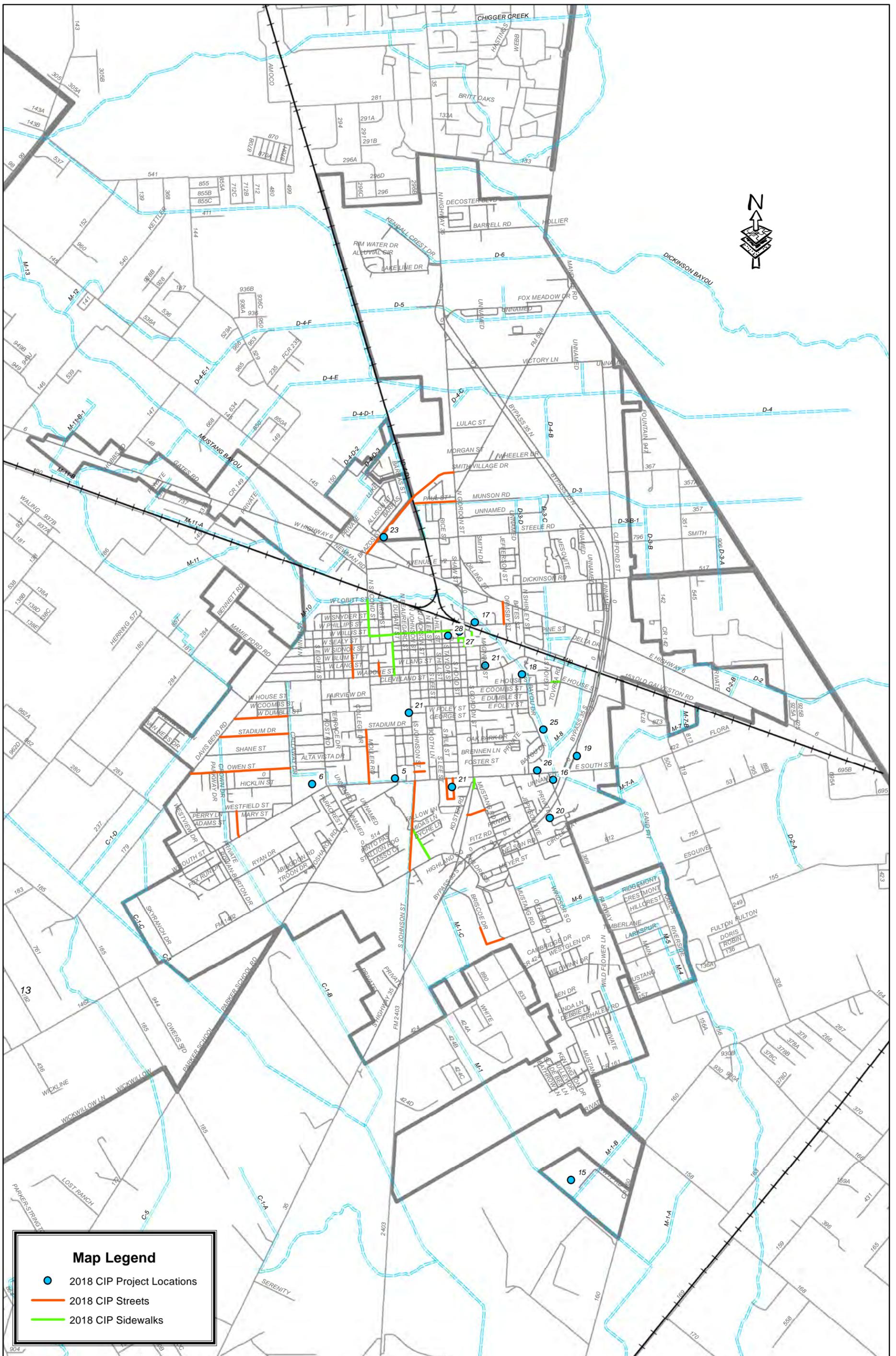
**Capital Improvement Program  
Quarterly Report  
July 2018**





FY 2018 Capital Improvement Program Project Schedule - July 2018

PROJECTS:	10/15/17	10/31/17	11/15/17	11/30/17	12/15/17	12/31/17	1/15/18	1/31/18	2/15/18	2/28/18	3/15/18	3/31/18	4/15/18	4/30/18	5/15/18	5/31/18	6/15/18	6/30/18	7/15/18	7/31/18	8/15/18	8/31/18	9/15/18	9/30/18	
1. Thoroughfare Plan Update Phase II	Design (Phase II)																								
2. 2017 Asphalt Pavement Project (Contractor)	Construction (90 days)				Project Complete																				
3. 2017 Downtown Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 days)												
4. 2017 Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 Days)												
5. Durant Detention Pond	Excavation by C & R #3																		Bid		Construction				
6. Kost Pond Beautification	Quote				Construction												Project Complete								
7. Johnson Street Paving and Sidewalk Project (Design)								Design																	
8. Moller Road Storm Sewer and Pavement Improvements Phase I (Design)								Design																	
9. 2018 Sidewalk Project														Design						Bid		Construction			
10. South Park Drive Pavement and Drainage Project							Design												Bid		Bid		Construction		
11. FM 528 Extension (Design)								Design																	
12. 2018 Concrete Pavement and Drainage Project	Design																								
13. Briscoe Park Egress Road													Pending												
14. Automated Water Meters	Construction															Project Complete									
15. Wastewater Treatment Plant Optimization Improvements Phase II	Bid	Construction (480 days)																							
16. Fairway and South Water Line Improvements (Design)								Design																	
17. / 18. Lift Station 14 and 17 Rehabilitations								Design																	
19. Lift Station 30 Expansion & Hwy. 35 Gravity Mains (Design)								Design																	
20. 54" Eastside Interceptor (Design)								Design																	
21. Water Line Improvements Phase I (Design)								Design																	
22. Northwest/Northeast Basin Sewer Survey								Design																	
23. Water Plant #6 Tank Replacement								Design																	
24. Wayfinding Signs Project	Design																								
25. Blue Trails Assessment							Design																		
26. Fire/EMS Station Assessment and Design											Design														
27. Willis Street Downtown Parking Lot																	Pending								
28. Museum Expansion																			Construction						



**Map Legend**

- 2018 CIP Project Locations
- 2018 CIP Streets
- 2018 CIP Sidewalks



# FY 2018 CIP Project Location Map

Rev. Date 7/10/2018  
Engineering Dept.



## Thoroughfare Plan Update Phase II

Project Number:	1
Project Type:	Streets
Strategic Plan:	Planning for Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Corporate City limits and portions of the Extraterritorial Jurisdiction.
Project Description:	This project will study all of the streets and roadways throughout the City of Alvin, and provide an update to the existing thoroughfare plan. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation. Phase II includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program, and the development of funding options including TIP submittals to HGAC.
Project Justification:	To provide a planning tool that will allow for the future expansion of the City's roadway system as properties are developed and redeveloped.
Current Status:	RPS is awaiting H-GAC's "Call for Projects" that is anticipated to occur in August 2018, to seek funding for the FM 528 Extension Project which is a Short Term Project on the Implementation Plan. City Staff and RPS met with TXDOT representatives on May 17, 2018 to discuss the TIP Submittal for FM 528 Extension and TXDOT stated that they would submit the project to the TIP as one of their projects.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years (life of the plan before updates are required)

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN (Phase I)</u>		\$75,000	\$75,000	2015	
<u>DESIGN (Phase II)</u>		\$100,000	\$100,000	2016	
<u>OTHER</u>					
<u>TOTAL:</u>	\$200,000	\$175,000	\$175,000		



## 2017 Asphalt Pavement Project (Contractor)

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations: <u>Cedar Lane</u> (S. Gordon St. to Mustang Rd.), <u>Dumble St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Jack St.</u> (Adoue St. to Robinson Dr.), <u>Ormsby St.</u> (Old Galveston Rd. to Hwy. 6), <u>Owen St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Paul St.</u> (N. Gordon St. to the Railroad track), <u>S. Fourth St.</u> (Sealy St. to Adoue St.), and <u>Stadium Dr.</u> (Callaway to Davis Bend Rd.).
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	GMJ Paving Company, LLC. completed the project on November 27, 2017.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000	\$532,808	\$800,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000	\$532,808	\$800,000		



## 2017 Downtown Sidewalk Project

Project Number:	3
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 3 on the CIP project location map. <u>Gordon St.</u> (west side, in front of Kibbe Realty), <u>Sealy St.</u> (north and south sides, between Gordon and Hardie), and <u>Hardie St.</u> (east side, mid block to Sealy).
Project Description:	This project is a continuation of a multiphase project to provide adequate pedestrian access throughout historic downtown Alvin. Brick paver sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements and shall match the existing brick paver sidewalks in the area.
Project Justification:	To provide adequate pedestrian access, and add decorative sidewalks to the downtown area.
Current Status:	L.G. & G. Construction, Inc. is currently completing the sidewalk along House Street and then will begin the brick paver sidewalks along Sealy Street.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$150,000	\$98,049	\$150,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$150,000	\$98,049	\$150,000		



## 2017 Sidewalk Project

Project Number:	4
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 4 on the CIP project location map. <u>Willis St.</u> (south side, between Second St. and Hood St.), <u>Second St.</u> (west side, between Sealy St. and the Mustang Bayou Bridge), and <u>E. House St.</u> (north side, between Legion Road and Tovrea Road).
Project Description:	This project is intended to provide adequate pedestrian access throughout downtown Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks to the downtown area as proposed in the Comprehensive Plan.
Current Status:	L.G. & G. Construction, Inc. has completed the sidewalks along Willis and Second Streets and is currently completing the sidewalk along House Street before starting the brick paver sidewalks on Sealy Street.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$175,000	\$192,253	\$175,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$175,000	\$192,253	\$175,000		



## Durant Detention Pond

Project Number:	5
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Five acre City owned property at the northwest corner of the W. South Street and Durant Street intersection. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the design and construction of a storm water detention pond on City owned property along Durant Street (5 acres). This is the second of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by providing detention storage for future storm sewer improvement projects along Durant Street, Moller Road, and Stadium Drive.
Current Status:	C & R #3 completed rough excavation of the pond the last week of June 2018. Bids for the Final Grading and Concrete Work that are required to finish the project were opened on June 19, 2018 and G. W. Phillips was the low bidder.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$107,000	\$122,593	\$122,593	2016	
<u>CONSTRUCTION</u>	\$677,000		\$315,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$784,000		\$437,593		



## Kost Detention Pond Beautification

Project Number:	6
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund/Sales Tax Fund
Assigned:	City Engineer
Project Location:	Fifteen acre City owned property at the northwest corner of the Kost Road and W. South Street intersection. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the installation of wrought iron fencing (along South and Kost), concrete sidewalk (along South), and trees (along South and in the bottom of the pond) at the Kost Detention Pond in an effort to beautify the site.
Project Justification:	To improve the look of the property and provide a sidewalk along South Street at this location.
Current Status:	Project complete as of March 31, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

<b>PROJECT COST</b>					
<u>DESIGN</u>	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>CONSTRUCTION</u>	\$106,000		\$106,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$106,000		\$106,000		



## Johnson Street Paving and Drainage Project (Design)

Project Number:	7
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Johnson Street from South Street to FM 1462. Project location identified as number <b>7</b> on the CIP project location map.
Project Description:	This project involves the improvement of paving along Johnson Street from South Street to FM 1462. The project includes the construction of a concrete sidewalk from South Street to Pearson along the east side of Johnson Street.
Project Justification:	This project will make improvements and upgrades to Johnson Street.
Current Status:	Freese and Nichols, Inc. has completed the survey and geotechnical work for the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### **PROJECT COST**

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,000	\$264,650	\$200,000	2018	
<u>CONSTRUCTION</u>	TBD				
<u>GEO. STUDY</u>	\$30,000	\$28,700	\$30,000		
<u>TOTAL:</u>	\$230,000		\$230,000		



## Moller Road Storm Sewer and Pavement Improvements Phase I (Design)

Project Number:	8
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number <b>8</b> on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalks along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Dannenbaum Engineering has completed the survey and geotechnical work related to the project and are preparing the plan and profiles for the 30% plans submittal.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659				
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659		\$250,000		



## 2018 Sidewalk Project

Project Number:	9
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund and CDBG
Assigned:	City Engineer
Project Location:	Project locations identified as number 9 on the CIP project location map. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Willis St.</u> (north side between Gordon St. and Hardie St.), <u>Gordon St.</u> (east side between South St. and Mustang Rd.), and <u>Depot Centre Blvd.</u> (east side between Sidnor St. and the Depot).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	This project is currently in design and Staff is working with TXDOT regarding the requirements for the construction of the sidewalk Gordon Street.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



## South Park Drive Pavement and Drainage Project

Project Number:	10
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Park Drive (off of South St. near Hood St.). Project location identified as number <b>10</b> on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, inlets, and manholes.
Project Justification:	This project will replace the broken and uneven pavement and includes the installation of an underground storm sewer system to allow for proper drainage.
Current Status:	Currently being designed by Staff.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000		\$800,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000		\$800,000		



## FM 528 Extension (Design)

Project Number:	11
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number <b>11</b> on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	HDR has completed the geotechnical and survey work for the project and is currently working on the preliminary roadway layout. HDR has also met with TXDOT to discuss the project design.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$13,626,779				
<u>OTHER</u>					
<u>TOTAL:</u>	\$14,626,779		\$1,000,000		



## 2018 Concrete Pavement and Drainage Project

Project Number:	12
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Heisse St. (S. Johnson St. to the east end), Richards St. (S. Johnson St. to the east end), and Kings Ln. (Westfield St. to W. South St.). Project locations identified as number <b>12</b> on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	City Council awarded the bid for construction of this project to Rodriguez Construction Group, LLC. on June 7, 2018. Contracts have been reviewed and approved with construction to start in mid-July 2018 for this 120 calendar day project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$797,000	\$696,357	\$797,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$797,000	\$696,357	\$797,000		



## Briscoe Park Egress Road

Project Number:	13
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer / Public Services Director
Project Location:	Briscoe Park Drive to ACC. Project location identified as number <b>13</b> on the CIP project location map.
Project Description:	This project includes the installation of concrete pavement from Briscoe Drive to the ACC Facilities Building yard to provide emergency ingress and egress for Briscoe Park.
Project Justification:	To create an emergency access/egress road to serve Briscoe Park.
Current Status:	ACC approved the City's request for the road on April 26, 2018 and authorized the President of ACC to work with the City to draft a Memorandum of Understanding for the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



## Automated Water Meters

Project Number:	14
Project Type:	Water
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	Director of Public Services
Project Location:	All City water customers.
Project Description:	This project will replace all of the existing water meters in the City of Alvin with new automated meters that will improve accuracy and efficiency of readings.
Project Justification:	The new meters will greatly improve accuracy and efficiency of readings.
Current Status:	Project Complete.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$2,600,000	\$2,690,588	\$2,690,588	2015	
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,600,000	\$2,690,588	\$2,690,588		



## Wastewater Treatment Plant Optimization Improvements Phase II

Project Number:	15
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number <b>15</b> on the CIP project location map.
Project Description:	Phase II of this project includes installation of a non-potable water system, belt press, rehabilitation of the aeration system, and rehabilitation of the digester tank as well as upgrades to the laboratory.
Project Justification:	Upgrade the WWTP to meet state and federal regulations.
Current Status:	The Contractor, JTR Constructors, Inc, is currently core drilling the wall between Aeration Basins Nos. 3 and 4.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$766,500		2016	
<u>CONSTRUCTION</u>		\$4,730,985			
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,540,000	\$5,497,485	\$7,540,000		



**Fairway and South Street Water Line Improvements (Design)**

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Fairway Drive and South Street Water Line Improvements
Project Description:	New 12-inch water lines along South Street and Fairway Drive to parallel existing 8-inch water lines. New 10-inch water line along Fm 1462 and new 6-inch water line along Koster Road to replace existing 2.25-inch water lines.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	CobbFendley submitted the Preliminary Engineering Report for the project on May 31, 2018 the report compared three different waterline routing options. City Staff reviewed the report and agreed with the recommended Alignment #3 which would route the line starting at Gordon/South Street, along South Street to Jephson, along Jephson to Nelson, along Nelson to Mustang, along Mustang to Verhalen, and terminating at the Verhalen Elevated Storage Tank. Survey and geotechnical work began the last week of June 2018.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$670,400	\$528,111		2018	
<u>CONSTRUCTION</u>	\$3,352,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,022,400				



### Lift Station 14 and 17 Rehabilitations

Project Number:	17 and 18
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified as project numbers <b>17 and 18</b> on the project location map.
Project Description:	This project includes the rehabilitation of Lift Stations 14 and 17. The condition assessment results showed these lift stations to be in very poor condition.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering submitted the 30% design plans to Staff on June 28, 2018. Staff has approved the plans and requested that LJA proceed with the 90% plans.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

#### **PROJECT COST**

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$260,000	\$225,645		2018	
<u>CONSTRUCTION</u>	\$1,300,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,560,000				



## Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains (Design)

Project Number:	19
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number <b>19</b> on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 9.0 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is nearing completion of the survey and geotechnical work for this project and they have notified Staff that additional property (approximately 0.21 acres) will be required to the north of existing lift station #30 to accommodate the planned expansion.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS</u> <u>BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$668,865		2018	
<u>CONSTRUCTION</u>	\$5,900,400			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,396,300				



## 54" Eastside Interceptor

Project Number:	20
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number <b>20</b> on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Freese and Nichols submitted the Alternate Route Study for this project on June 28, 2018 and Staff is currently reviewing it.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000		2018	
<u>CONSTRUCTION</u>	\$10,826,400			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$12,991,700				



## Water Line Improvements Phase I (Design)

Project Number:	21
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified in Utility Master Plan
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Sreet.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering has completed the survey work for the project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<b>PROJECT COST</b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$510,800	\$433,300		2018	
<u>CONSTRUCTION</u>	\$2,553,800			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,064,600				



## Northwest and Northeast Sanitary Sewer Basin Evaluation Survey

Project Number:	22
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Evaluation Survey
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Freese and Nichols completed the installation of 10 targeted flow monitors at sanitary manholes with the two basins on June 11, 2018. The monitors will collect wastewater flow data for 45 days.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200		2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$95,300				



## Water Plant #6 Tank Replacement

Project Number:	23
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number <b>23</b> on the CIP Project Location Map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering has completed the survey work for this project and has determined that an additional 10 feet of property along the north property line of the site will need to be acquired for the construction of the new tank.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

### PROJECT COST

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



## Wayfinding Signs Project

Project Number:	24
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	<p><u>Completed</u>: The design phase is currently underway. The wayfinding signage stakeholders group have met 7 times as of 4/3/2018 to discuss the project and to determine the entities within Alvin to be identified on the wayfinding signage, as well as, the ideal locations for primary signage along Alvin's major thoroughfares.</p> <p><u>Completed</u>: Steve Startzell, a representative of National Signs Plaza (NSP) attended the 2nd stakeholders' meeting on 10/24/2017 to listen to ideas from the group regarding desired signage design (color, branding, locations, and imagery). NSP will develop design documents for the stakeholders to review and approve.</p> <p><u>Completed</u>: The stakeholders group held four meetings from the second meeting, producing a draft package of 18 combinations of signage. They requested and received 5 alteration requests to the wayfinding signage designs as of 4/3/2018, and are nearing a final recommendation for City Council. The group is currently waiting on a small revision to an image of a train on the bottom of the wayfinding signage. <u>Completed</u> (06/25/18): The group approved the requested revisions and recommended a final design on 04/10/2018. The final recommendation was presented to City Council on 05/14/18 with no comment or objections. The next phase will be the Planning Stage, which is expected to take approximately 6 months, including TxDOT approval. The Planning Stage will cost \$50,000.00 and is currently budgeted for FY19.</p>
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$20,500		\$30,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



## Blue Trails Assessment

Project Number:	25
Project Type:	Waterway Trail
Strategic Plan:	Planning for waterways as a key addition to the Alvin Trails Network
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Mustang Bayou within the Corporate City Limits. Identified as project number <b>25</b> on the CIP Project Location Map.
Project Description:	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou Waterways as a key addition to the larger Alvin Trails Network.
Project Justification:	Capitalize on local resources as a means of tourism, education, research, and recreation.
Current Status:	Kimley-Horn Associates, Inc. has been hired to conduct a feasibility study. The study kickoff meeting was held January 16, 2018. Kimley/Horn will present results of the study to Park Board on 7/10/2018 and to City Council on 8/2/2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$15,000		\$15,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



## Fire/EMS Station Assessment and Design

Project Number:	26
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Fund
Assigned:	Rex W. Kleisel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number <b>26</b> on the CIP Project Location Map.
Project Description:	Assess and Design a new combination Fire/EMS Station to replace Fire Station 1 and the EMS Station.
Project Justification:	The City proposes to retain a qualified, capable firm to act as the Architect for the project. The selected Architect will be required to perform the Architectural and Engineering design services.
Current Status:	The Design Committee is in the schematic design phase of the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	50+ Years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>
<u>DESIGN</u>	\$600,000		\$610,000	2018
<u>CONSTRUCTION</u>				
<u>OTHER</u>				
<u>TOTAL:</u>				



## Willis Street Downtown Parking Lot

Project Number:	27
Project Type:	Public Parking
Strategic Plan:	Maintain Infrastructure
Funding:	General Projects Fund
Assigned:	City Engineer
Project Location:	Project location identified as number <b>27</b> on the CIP project location map.
Project Description:	This project includes the installation of a concrete public parking lot on the City owned property at the southeast corner of the Willis and Hardie intersection.
Project Justification:	To create additional public parking in the downtown area.
Current Status:	Design of this project is pending and is dependent on the construction of the chamber building addition.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-40 years

<b><u>PROJECT COST</u></b>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$120,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$120,000		



## Museum Expansion

Project Number:	28
Project Type:	Facilities
Strategic Plan:	
Funding:	HOT Tax
Assigned:	Parks Director / CVB Director
Project Location:	Project location identified as number <b>28</b> on the CIP project location map.
Project Description:	Interior build-out of the loading dock area of the Alvin Museum to accommodate additional exhibit space for a future Nolan Ryan permanent exhibit.
Project Justification:	Provide additional exhibit space, as requested by the Alvin Museum Society, whom acquired items from the recently closed Nolan Ryan Museum located inside the Nolan Ryan Center at Alvin Community College. This exhibit will continue to honor Nolan Ryan as a local sports icon and continue to provide an opportunity for tourism to the City of Alvin.
Current Status:	City Council approved a bid award to Horizon International Group, LLC. on June 7, 2018. Pre-Construction Meeting for the project was held on June 27, 2018. Construction began July 9, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-40 years

### PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>		\$150,903	\$130,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>		\$150,903	\$130,000		

# FY17 COMPREHENSIVE PLAN PROJECT WORKSHEET OVERVIEW

April 10, 2018

## PARKS ANNUAL OPERATION AND MAINTENANCE PLAN

Project Scope	Develop an annual operation and maintenance plan for Alvin's parks system, including provisions for regular physical condition assessments of grounds and facilities, equipment safety inspections, maintenance scheduling and personal tracking and funding and resource assessment.			
Background/Community Value	Items 9 and 14 from the 2035 Comp Plan help create standardized criteria of maintenance and improvements of parks to enhance neighborhood viability. To illustrate, "item 9" encourages staff to focus on park and recreation improvements as a means for elevating neighborhood viability. Also, "item 14" directs staff to develop a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements so that the Alvin park system maintains a consistent level of quality, maintenance and aesthetic appeal. By developing a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements, the Alvin park system will maintain a consistent level of quality, maintenance, and desirable aesthetic appeal. This will help sustain and improve the quality, condition and attractive appearance of public areas and facilities within our community.			
Team Leader and Members	Dan Kelinske, Parks & Rec. Dir., Team Leader; Carlos Tavira, Park Operations Manager; Michelle Nesrsta, Recreation Manager; Dwight Rhodes, Chairperson Parks and Recreation board.			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Host team meeting in December, once Park Standards Manual is completed to begin information gathering, establish processes and overall plan outline.	Awaiting initial draft of standards manual. Will host initial meeting by January 25 <sup>th</sup> utilizing draft Park Standards Manual as a guide.	Now that final draft of Parks Standard Manual is complete, will now host initial meeting June 2017	Parks Standard Manual adopted by Council on 6-15-17. Host initial meeting utilizing Park Standards Manual as a guide by August 2017
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Conference call scheduled for 11-29 to explore outsourcing draft plan.	Received proposal from KKC. Currently identifying funding source. If approved, this would be a 4-month process.	Project on hold, pending funding.	New Operations Manager hired on 6-25-18 to move plan forward. Next task is to organize contents of plan

WALKABILITY

Project Scope	<p>Improve the walkability of neighborhoods with the installation of sidewalks concurrent with all new development and rehabilitation or construction of construction of new sidewalks in the older neighborhoods, particularly adjacent to schools and parks.</p> <p>Sidewalks at the following locations are currently being designed: Willis St. (north side between Gordon and Hardie), Gordon St. (west side in front of Kibbe Realty), Sealy St. (south side between Gordon and Hardie), Hardie St. (east side mid-block to Sealy), Willis St. (south side between Second and Hood), Second St. (west side between Sealy and the Mustang Bayou Bridge), and E. House St. (south side between Hassen Elementary and La Quinta Inn).</p>			
Background/Community Value	<p>Provide safe areas to walk in and around the older sections of town where pedestrians are frequently observed.</p>			
Team Leader and Members	<p>Michelle Segovia, City Engineer, Team Leader; Brian Smith, Public Services Director</p>			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Project Areas currently being surveyed to identify right-of-way.	Survey work	Survey work to continue through mid-April and begin design.	4-15-17 Project areas have been surveyed to identify right-of-way. Now finishing design and preparing bid package
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Bid package sent out and bids were opened on 9-12-17. Going to Council on 10-19-17 for approval. On 10-19-17, Council approved the project in the amount of \$299,038.59	This project will continue from year to year, was moved to the CIP, and will be tracked there		

MAJOR THOROUGHFARE PLAN PHASE II

Project Scope	Klotz Associates in conjunction with City Staff is currently working on Phase II of this two phase Thoroughfare Plan Update which includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC) and is scheduled to be complete March 15, 2018.			
Background/Community Value	The Thoroughfare Plan Update was identified as a near term (less than two years) project in the 2035 Comprehensive Plan. The Thoroughfare Plan benefits the community by establishing a plan for future roadway projects that will increase mobility and ease traffic congestion as the City continues to grow			
Team Leader and Members	Michelle Segovia, City Engineer, Team Leader; David Balmos, Project Manager Klotz Associates; Brian Smith, Public Services Director			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	David Balmos to submit draft of the Implementation Plan by 12/31/2016.	Draft Implementation Plan submitted. Now working on cost estimates and prioritization to be submitted as part of a manageable Capital Improvements Program (CIP)	A prioritized list of projects is to be submitted by the end of April 2017.	6-15-17 Completed draft project list with preliminary project cost estimates.
Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	Beth Shelton with RPS Klotz presented plan to Council on 8-3-17. Next goal is to Submit project applications for Transportation Improvement Program (TIP) funding through the Houston Galveston Area Council (HGAC) by 3-15-18	This project was moved to the CIP, and will be tracked there		

DOWNTOWN IMPROVEMENTS				
Project Scope	Create a distinct identity of Downtown, including forming an identifiable edge to the district with monuments and gateway treatments at the entries from each direction (particularly along Business 35 at the northern and southern entries and Sealy street from the west and House street for the east), along with unifying design elements, such as unique signage and banners, landscaping decorative lighting, street and sidewalk/crosswalk patterns and other unique urban design treatments.			
Background/Community Value	Through citizen's input and initial analysis of downtown Alvin, a framework from which to envision a revitalization has been established. The analysis provided an objective view of the study area from varying scales. Both strength and weaknesses were revealed. The Downtown Improvement Task Force's feedback helped bring us closer to discovering Downtown Alvin's full potential.			
Team Leader and Members	Larry Buehler, Economic Development Dir, Team Leader; Priya Bhakta, Convention Visitor Bureau			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 9/29/2016	2 <sup>nd</sup> Qtr. due by 12/29/2016	3 <sup>rd</sup> Qtr. Due by 03/30/2017	4 <sup>th</sup> Qtr. due by 06/29/2017
	Vision and Next Steps were presented to City Council. Currently reviewing current task force and seeking potential new members and identifying projects.	Henry Dillmann, Kathy Hermann, Paul Stanton on board, seeking other new members. New EDC Employee started January 3 <sup>rd</sup> , brought up to speed. Staff reviewing the Texas Main Street Program, the Texas Downtown Association, and H-GAC resources to discuss with the group.	LED lights on top of buildings in design and implementation. Engineering designing 5 new decorative street lights. 2 <sup>nd</sup> Annual Art Walk on May 6 <sup>th</sup> 2 locations selected for temporary bump-outs. Downtown grant program launched.	1. LED lighting not moving forward due to owner of private buildings not participating, looking at alternative options. 2. Bump-outs will not be done due to traffic pattern concerns relating to TxDOT Business 35 highway. 3. Parking solutions presentation given to Council on 6-15-17 for FY 18 budget consideration. 4. Engineering hired consultant who is designing initial 9 decorative street lights and up to 13 with phasing option. 5. Sidewalk on Willis from city hall to Stanton's Center under design for bidding. 6. 47 businesses mailed grant information. Three have verbally expressed interest in applying.

DOWNTOWN IMPROVEMENTS

Quarterly Updates	1 <sup>st</sup> Qtr. due by 09/28/2017	2 <sup>nd</sup> Qtr. due by 12/28/2017	3 <sup>rd</sup> Qtr. due by 03/29/2018	4 <sup>th</sup> Qtr. due by 06/28/2018
	<p>Dumpsters at the library moved to grass between parking lot and Depot Centre Blvd. to open up 3 parking spaces.</p> <p>Public parking signs installed at City Hall parking lots and in parking lot at southeast intersection of Gordon St. and Sealy St.</p> <p>New concrete pole and street light installed on Sealy St. across from City Hall.</p> <p>Electrical engineer has been hired to design all 13 decorative street lights – will go out for bid following review.</p> <p>Sidewalk project to begin construction in upcoming quarter</p> <p>Yarn-bombing installation removed.</p> <p>Meeting with the Stanton's to discuss building improvement and marketing opportunities.</p>	<p>New meter and LED lights installed to light interior of city-owned parking lot at the southeast corner of the Gordon St. and Sealy St. intersection.</p> <p>Downtown Business Improvement Grant application received, reviewed, and approved for a new covered patio at the Gordon Street Tavern.</p> <p>Engineered plans received on 12/04/17.</p> <p>Original National Oak Park parking lot located at E. Sidnor St. and Depot Centre Blvd. intersection re-paved and re-striped.</p> <p>Decorative street lighting meeting held between city staff, electrical engineer, and LESCO representative to determine full scope of project. Revisions to engineered drawings are ongoing, and will be reviewed upon completion.</p> <p>Bidding for the project is expected in the next quarter with construction soon to follow.</p> <p>Sidewalk project bid awarded to McCrory-CTI Services. Contract will be initiated on 01/03/18.</p>	<p>Repairs completed to globe and parking lot lights at the Alvin Public Library.</p> <p>Staff reviewed modified specifications from LESCO on 02-07-18 and are sending to electrical engineer for minor adjustments.</p> <p>Anticipated return time from electrical engineer is 2-3 weeks. Staff will review updated lighting specifications, taking approximately 2 more weeks. Upon approval, staff will solicit bids for the project, which will take between 6-8 weeks. Once a contractor is selected, a pre-construction meeting will be held to determine contractor availability and start date. The bid will be for 9 new decorative street lights along Willis Street between Gordon Street and Taylor Street. An alternate bid for 4 additional street lights around city hall along Hood Street (2 lights) and Hardie Street (2 lights) will also be solicited.</p> <p>Renovations completed and certificate of occupancy issued to Gordon Street Tavern on 03-14-18.</p> <p>All necessary paperwork</p>	<p>Contract let for 9 new decorative street lights along Willis Street between Gordon Street and Taylor Street, early October completion date.</p> <p>2<sup>nd</sup> Downtown Grant awarded to <b>Corey's Kitchen</b> (new food establishment) at 319 West Willis Street for projects totaling \$36,000 (\$18,000 match). Project complete.</p> <p>New sidewalks continue down Willis Street to Second Street.</p> <p><b>Stanton's Retail</b> Center painted the front of their center to help in downtown renovations.</p>

		<p>submitted, reviewed, and approved. Reimbursement payment was issued to H&amp;S Dillmann, Inc. on 03-28-18. Local businesses used for the project include: <b>McCoy's Building Supply</b>, <b>Helpenstihl Construction</b>, <b>TDEC, Inc.</b>, <b>Home Depot</b>, <b>Wendel's Tool Repair</b>, and <b>Patco Hardware and Lumber</b>.</p> <p>Downtown Incentive Grant review committee met on 03-05-18 to review an application <b>received by Corey's Kitchen</b> to 319 West Willis Street. Application was approved for projects totaling \$36,000 (\$18,000 match from the City of Alvin) and acceptance letter issued to Corey Scopel for improvements to include new plumbing for water and wastewater, new electrical for property lighting, construction and installation of restrooms, new perimeter fencing, new business signage, landscaping, and a new driveway.</p> <p>New sidewalk being installed on Depot Centre Boulevard on 03-08-18. Contractors are expected to begin the remaining downtown sidewalk portions following the completion of the sidewalk on Depot Centre Boulevard.</p>	
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DEVELOPMENT OF BLUE TRAILS				
Project Scope	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research and recreation			
Background/Community Value	This goal was adopted into the City's comprehensive plan. The City Council provided funding in the FY2018 budget to conduct a study.			
Team Leader and Members	Dan Kelinske, Parks and Recreation			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
	Initial call with consultant to discuss scope of services 11-29-2017.	This project was moved to the CIP, and will be tracked there		

REVISION TO PARKLAND DEDICATION FEES IN LIEU				
Project Scope	Revise parkland dedication fees in lieu and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land. This will benefit a larger service area rather than solely requiring dedication within dedication "zones".			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, the current quadrants which were established to limit the area where parkland dedication funds could be spent based on area of fee collection would be eliminated. By eliminating the quadrants, future parkland dedication funds would be available for use throughout the City.			
Team Leader and Members	Dan Kelinske, Parks and Recreation Florence Chappa - Finance Diane Harper - Legal			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
	Hold team meeting to review draft of changes to Ord. 06-U and establish mechanism to "freeze" existing funds within quadrants 1-4	1/3/2018 - Park Board discussed and recommended approval of Ordinance 18-C revision of parkland dedication fees in lieu. 2/15 -City Council approved Ordinance 18-C. Project Completed		

REGIONAL DETENTION				
Project Scope	Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal,			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
		This project is addressing drainage for at risk neighborhoods, was moved to the CIP, and will be tracked there		

TREES WITHIN CITY RIGHT OF WAY				
Project Scope	Address trees in all new residential developments in relationship to street and utility placement to avoid problems			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, it will avoid problems within utility placement as the street trees grow.			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018

PRO-ACTIVE CODE ENFORCEMENT				
Project Scope	Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, Code Compliance will provide assistances and education before a punitive approach.			
Team Leader and Members	Brian Smith – Public Works Director			
Quarterly Updates	1 <sup>st</sup> Qtr. due by 12/29/2017	2 <sup>nd</sup> Qtr. due by 3/29/2018	3 <sup>rd</sup> Qtr. Due by 6/28/2018	4 <sup>th</sup> Qtr. due by 9/30/2018
		Management Assistant (MA) is researching the process and procedures of Code Compliance.	MA spent time inside the department and out in the field, now exploring new options	



# AGENDA COMMENTARY

**Meeting Date:** 7/19/2018

**Department:** City Manager

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2018-19, receive presentation of a summary of the budget and set a public hearing to receive comments on the proposed FY19 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 16, 2018 at 7:00 P.M.

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

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

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes \_\_\_ No

**Legal Review Required:** N/A  Required \_\_\_ **Date Completed:** 7/9/18 SLH

**Supporting documents attached:**

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

**Recommendation:** Move to acknowledge receipt of the proposed City of Alvin FY19 Annual Budget, and set a public hearing to receive comments on the proposed FY19 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 16, 2018 at 7:00 P.M.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager