

# City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2  
Brad Richards, At Large Pos. 1  
Martin Vela, District A  
Adam Arendell, District B



Keith Thompson, District C  
Glenn Starkey, District D  
Gabe Adame, District E

---

## ALVIN CITY COUNCIL AGENDA THURSDAY, AUGUST 6, 2020 7:00 P.M.

VIA VIDEO/TELECONFERENCE

**NOTICE IS HEREBY GIVEN** in accordance with order of the Office of the Governor issued March 16, 2020, the **City Council** of the **City of Alvin** will conduct a **Regular Meeting** on **Thursday, AUGUST 6, 2020**, at **7:00 p.m.** by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at [www.alvin-tx.gov](http://www.alvin-tx.gov).

The public dial-in number to participate in the telephonic/video meeting is hosted through ZOOM: 1.346.248.7799 or 1.669.900.9128 or 1.301.715.8592 or 1.646.558.8656 or 1.253.215.8782 - Webinar ID 898 4543 1510 Passcode: 249359 or access the meeting by visiting: <https://us02web.zoom.us/j/89845431510?pwd=cWZvcUkwL1BrZWZ2UDhNbUk1MIB3QT09> - Password: 249359

A recording of the telephone/video meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

### REGULAR MEETING AGENDA

#### 1. CALL TO ORDER

#### 2. INVOCATION AND PLEDGE OF ALLEGIANCE

#### 3. PRESENTATION

A. Proclamation – Johanna McWilliams, Alvin Manvel Chamber of Commerce.

#### 4. PUBLIC COMMENT

#### 5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the July 16, 2020 City Council Regular meeting minutes.

B. Consider Resolution 20-R-22, establishing voting locations and times for a Special Election to be held on November 3, 2020, as authorized by Resolution 20-R-13 and Resolution 20-R-04, for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote “for” or “against” the “Adoption of the fire fighters’ and police officers’

civil service law, applicable to only the police department;” and providing for other related matters thereto.

- C. Consider a final plat of Caldwell Ranch Section 2 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 18.445 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.
- D. Consider a final plat of Highway Six Gas Station (located at 4901 W. Highway 6), being a subdivision of 1.7485 acres, being a replat of the J.M. O’Donnell Survey, Abstract No. 473, Brazoria County, Texas.
- E. Consider a final plat of Mustang Crossing Section 8 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a Planned Unit Development subdivision containing 10.43 acres of land, being a partial replat of lots 25, 26, 27, and 28 of section 18, Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

## 6. OTHER BUSINESS

- A. Consider Ordinance 20-S, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation Bond, Series 2020, for the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and the equipment of city parks and recreations facilities; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.
- B. Discuss and take a record vote to propose a tax rate of \$0.7680 per \$100 of assessed valuation, which is a tax increase of 6.85% above the No New Revenue Rate, to be adopted at a future meeting.
- C. Consider setting one (1) public hearing concerning the proposed tax rate on Thursday, August 20, 2020, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas, or possible virtual meeting due to the COVID-19 pandemic.
- D. Consider Ordinance 20-T, granting a permit to Baymark Pipeline, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.
- E. Consider Ordinance 20-U, granting a permit to South Texas NGL Pipelines, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.

- F. Consider Resolution 20-R-21, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge at the C-1 Drainage Ditch, and authorize the Mayor to sign the Agreement upon legal review.
- G. Consider Ordinance 20-V, granting consent to the addition of approximately 202.673 acres of land to Brazoria County Municipal Utility District No. 3; making findings of fact; providing a severability clause; and providing an effective date.
- H. Discuss, consider, and take any needed action regarding the Karpeles Museum project at the historic Methodist Church building located at 800 West Sidnor.

**7. REPORTS FROM CITY MANAGER**

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

**8. ITEMS OF COMMUNITY INTEREST**

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

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

**9. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code, on MONDAY, AUGUST 3, 2020 at 4:00 P.M.




---

Dixie Roberts, City Secretary

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

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

Office of the Mayor, City of Alvin, Texas



# *Proclamation*

---

**HEREAS,** Johanna McWilliams has been the President of the Alvin-Manvel Area Chamber of Commerce since August of 2011; and

**HEREAS,** prior to joining the Alvin-Manvel Area Chamber of Commerce, Johanna was on staff at the Pearland Chamber of Commerce for seven years bringing her tenure to sixteen years in the Chamber industry; and

**HEREAS,** Johanna has been active in the Alvin-Manvel area as a member of the Alvin Noon Lions Club, serving as President in 2017-2018 and many other local and regional organizations. She is the founding member of the Alvin Toastmasters.

**NO** , **THEREFORE,** I, Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby recognize

*Johanna McWilliams*

for her many accomplishments in the Alvin-Manvel area and to wish her the best on her future endeavors in law enforcement.

**ITNESS** my hand and seal this  
6th day of August 2020.

---

Paul A. Horn, Mayor

**MNUTES  
CITY OF ALVIN, TEXAS  
21 SEALY STREET  
REGULAR CITY COUNCIL MEETING AND  
EXECUTIVE SESSION  
THURSDAY JULY 1 , 2020  
7:00 P M**

**CALL TO ORDER**

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

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Director of Parks and Recreation; and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Council member Adame gave the invocation.

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

**PRESENTATIONS**

Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collins & Mott, LLP.

Mike Darlow of Perdue Brandon Fielder Collins & Mott, LLP, presented a report on the City of Alvin Municipal Court Fines and Delinquent Tax Collections.

Hazard Mitigation Plan Update – City Engineer.

Michelle Segovia, City Engineer, provided an update on the City's Hazard Mitigation plan.

**PUBLIC COMMENT**

There were no comments from the public.

**CONSENT AGENDA**

Consider approval of the June 18, 2020 City Council Workshop meeting minutes.

Consider approval of the June 18, 2020 City Council Regular meeting minutes.

Consider approval of the June 29, 2020 City Council Special meeting minutes.

Consider a final plat of Caldwell Ranch Section 1 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 20.573 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

*On June 1, 2020, the Engineering Department received the Final Plat of Caldwell Ranch Section 1 for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County, located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of 96 lots, 3 reserves, and 2 blocks. This plat complies with all requirements of the City of Alvin's Planned Unit Development section of the Subdivision Ordinance.*

*This section is contained in the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020. The City Planning Commission unanimously approved the plat at their meeting on June 16, 2020. Staff recommends approval.*

Consider a final plat of Georges Corner (located at 215 N. Jackson St.), being a subdivision of 0.1928 acres in the A. Morgan Survey, Section 16, A-452, also being a partial replat of lots 9 and 10, in Block 6, of Alvin No. 1, as recorded in volume 1, page 1 of the deed records of Brazoria County, Texas, and being recorded in volume 32, page 4 of the Brazoria County plat records, City of Alvin, Brazoria County, Texas.

*On June 1, 2020, the Engineering Department received the final plat of Georges Corner for review. The property is located at 215 N. Jackson Street and is being platted for conveyance. The plat consists of 1 lot and 1 block and complies with all requirements of the City's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on June 16, 2020. Staff recommends approval.*

Consider a final plat of Shadow Pond (located on the northwest corner of the intersection of County Road 326 and County Road 160), being 175.48 acres located in the B.B.B. & C.R.R. Company Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Company Survey Section 11, A-224 Brazoria County, Texas.

*On June 1, 2020, the Engineering Department received the Final Plat of Shadow Pond for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is located on the northwest corner of the intersection of County Road 326 and County Road 160. This final plat consists of 34 lots, 2 reserves, and 1 block. 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 16, 2020. Staff recommends approval.*

Acknowledge receipt of the quarterly Fiscal Year 2020 Capital Improvement Projects Report.

*Staff continues to carry out actions on budgeted projects as defined in the 2020 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.*

Acknowledge receipt of the Quarterly Financial and Investment Reports ending June 30, 2020.

*The City Charter requires the Chief Financial Officer to report on the financial condition of the City each quarter.*

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

*The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending June 30, 2020.*

*In summary, the City of Alvin has an investment portfolio at June 30, 2020, of \_\_\_\_\_, which consists of \$63.1 million invested in the Local Government Investment Pools, \$749,000 in Certificates of Deposits, and \$17.2 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$55,896. The City's yield for the quarter was .48% and the 90-day T-Bill was .13%.*

Acknowledge receipt of the 2019 Delinquent Tax Roll.

*Section 30, Article VII of the City's Charter requires that a copy of the delinquent tax roll be provided to each member of the City Council at a meeting in July of each year. The document is a copy of the outstanding taxes for the tax year 2019 as of July 1, 2020.*

Consider appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2020; and authorize the City Manager to sign the Auditor's Engagement Letter.

*Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. BHP is proposing a base estimated fee of \$43,650 for the City's FY20 financial statement audit; with an additional single audit\* one program base fee (if required) of \$8,725.*

*Staff is requesting that City Council approve the engagement of BHP to provide auditing services for FY20. By engaging BHP for FY20, the City retains an audit firm that is extremely knowledgeable of the City's accounting and internal controls.*

*BHP's Prior Fiscal Year Engagement Fees*

*Base audit fee: \$42,480 + \$8,725 for single audit one program.*

*FY20 Audit Budgets for Comparative Cities**Lake Jackson: \$56,000 (FY20-21)**Webster: \$46,300**Friendswood: \$34,380**La Porte: \$67,300**Deer Park: \$40,000*

*\* A "single audit" is additional auditing procedures that are required if the City expends over \$750,000 of federal (grant) funds in a fiscal year.*

Council member Vela moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 6 Ayes.

**OTHER BUSINESS**

**Consider an award of bid (B-20-07) to D.L. Elliott Enterprises, Inc. for the Water Line Improvements Phase 2 Project in an amount not to exceed \$1,367,342.50; and authorize the City Manager to sign the contract upon legal review.**

*On June 30, 2020, bids were opened for the Water Line Improvements Phase 2 Project, and D. L. Elliott Enterprises, Inc. was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended D. L. Elliott Enterprises, Inc. for this project (recommendation letter attached).*

*Original Project Estimate: \$2,109,900*

<i>Contract Amount:</i>	<i>\$1,302,230.95 (Base Bid, Supplemental Items, and Alternates A and C)</i>
<i>5% Contingency:</i>	<i><u>65,111.55</u></i>

*This project consists of the installation of 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area generally bounded by State Highway 6, State Highway 35 Bypass, Sealy Street, and Second Street. Once complete these improvements will increase fire flow capacity, improve water quality, and provide better connectivity within the water system.*

*These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. Funding for this project will come from the 2019 Water & Sewer System Revenue Bonds that were issued on May 16, 2019.*

*The project is scheduled to start in August 2020 and has a construction time of 210 calendar days. Staff recommends bid award and contract to D. L. Elliott Enterprises, Inc.*

Council member Arendell moved to award a bid (B-20-07) to D. L. Elliott Enterprises, Inc., for the Water Line Improvements Phase 2 Project in an amount not to exceed \$1,367,342.50; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

**Consider Resolution 20-R-20, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for review of the design engineering for the FM 528 Extension project; and authorize the Mayor to sign upon legal review.**

*The City of Alvin engaged HDR Engineering for the design work of the FM 528 Extension project that will provide a safe and efficient hurricane route through Alvin. The project consists of the City providing the design for the construction of a new road on FM 528 from SH 35 business to SH 6. HDR completed the design work and has submitted it to TxDOT for their review. TxDOT is requiring an Advanced Funding Agreement (AFA) to document the scope that includes the design review. There are no costs to the City per attachment C in the Agreement. Staff recommends approval of Resolution 20-R-20.*

Council member Castro moved to approve Resolution 20-R-20, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for review of the design

engineering for the FM 528 Extension project; and authorize the Mayor to sign upon legal review. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Consider the First Amended Agreement with Cline Crossing Partners, Ltd. for the construction of a Class “A” apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.

*On November 7, 2019, Council approved a Chapter 380 Agreement with Cline Crossing Partners, Ltd., to permit the construction of certain improvements necessary for the operation of a Class “A” apartment development. The property is owned by OC Alvin, LTD, which is the same developer that is doing this project. A copy of the recorded deed was due to the City by December 22, 2019, and the construction of the development was to be completed by December 31, 2021. Since that time, the developer has requested new commitment dates due to the extended schedule of closing their financing through the U.S. Department of Housing and Urban Development (HUD). Once closing takes place, a copy of the recorded deed is due to the City within 45 days and the completed construction is due within 24 months of the deed being recorded. All development requirements of the original 380 Agreement will be met. Staff recommends approval of the First Amended Agreement.*

Council member Arendell moved to approve the First Amended Agreement with Cline Crossing Partners, Ltd. for the construction of a Class “A” apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider Ordinance 20-R, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached “Exhibit A.”

*At the end of fiscal year 2019 (FY19), the City exceeded fund balance requirements/expectations in the General Operating Fund. The savings resulted from personnel vacancies, utility savings, and lower than expected costs of materials and supplies. Staff has identified capital items that could be funded in the current fiscal year (FY20) utilizing prior year budget savings.*

*Staff requests that City Council amend the FY20 budget to transfer (\$252,710) FY19 budget savings from the General Operating Fund to the General Capital Projects Fund to fund an upgrade to security systems.*

*Also, staff recommends that City Council amend the FY20 budget to transfer use \$348,404 FY19 budget savings from the General Operating Fund to the General Revenue Fund. Staff recommends approval of Ordinance 20-R.*

Council member Starkey moved to Move to approve Ordinance 20-R, amending the City of Alvin 2019-20 Fiscal Year (FY20) Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached “Exhibit A.” Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Accept resignation from John Burkey of the Charter Review Commission, and consider the appointment of a replacement member to fill the vacancy on the Commission.

*On June 18, 2020, City Council appointed the following members to serve on the 2020 Charter Review Commission: John Burkey, Richard Garivey, Nicole Kelinske, Beth Nelson, Cary Perrin, Donna Starkey, and Lindsey Vaughn.*

*Mr. Burkey contacted the City Secretary’s Office via email stating that he would like to be removed from the Commission citing health conditions. He asked that a replacement member be selected to serve on the Commission.*

*All applicants were contacted. Those who were not selected were told that their application would remain on file in case a vacancy should occur.*

*The following individuals have a current application on file to serve on the Charter Review Commission: Linda Brown, Susan Carlisle, David Hudson, Stacey Hughes, Milton Morgan, Randy Race, JR Dick Tyson, Heather Van Dine, Jamie Vaughn, and Rachel Welty.*

Council member Castro moved to accept the resignation from John Burkey of the 2020 Charter Review Commission, and appoint Heather Van Dine to fill the vacant position on the Commission.

Seconded by Council member Vela; motion carried on a vote of 5 Ayes and 1 No by Council member Adame.

Discuss, consider, and take any needed action regarding the Karpeles Museum project at the historic Methodist Church building located at 800 West Sidnor.

*February 5, 2015, City Council approved the appropriation of \$20,000 to the Karpeles Museum from the Hotel Motel Tax Fund for the purpose of promoting tourism in the City of Alvin according to Chapter 351 of the Texas Tax Code. The motion also stated that the funds would be appropriated and released to Karpeles Museum only after the Karpeles Museum has met the City's code requirements resulting in a certificate of occupancy.*

*Since 2015, the Karpeles Museum Project has encountered numerous delays. However, per Tom Stansel, some of the major items that are needed to obtain the certificate of occupancy include installing the commercial fire alarm and overlaying the parking lot.*

*To support the completion of the Karpeles Museum, it has been requested that City Council consider the following:*

- 1.) Increasing the appropriation from \$20,000 to \$30,000 to cover unexpected costs.*
- 2.) Authorizing the disbursement of the \$30,000 when the certificate of occupancy has been issued.*

Mr. Tom Stansel, Acting Director of the Karpeles Museum, gave an update on the renovation of the historic Methodist Church building that will house the future Karpeles Museum. Lengthy discussion continued about the museum and the cost associated with the restoration of the building.

Council member Adame moved to table this item until the City Attorney can review the applicable Hotel Occupancy Tax Laws and draft up an agreement for City Council to review before any further action is taken on this item. Seconded by Council member Vela; motion carried on a vote of 6 Ayes.

Receive and acknowledge receipt of the proposed City of Alvin Annual Budget for the Fiscal Year 2020-2021 (FY21), receive presentation of a summary of the budget, and set a public hearing to receive comments on the proposed FY21 Annual Budget for the regular City Council meeting scheduled for Thursday, August 20, 2020 at 7:00 p.m.

*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.*

All members present were given a FY 20-21 proposed annual budget. Mr. Roland reviewed the proposed budget highlights.

Council member Castro moved to acknowledge receipt of the proposed City of Alvin FY21 Annual Budget, and set a public hearing to receive comments on the proposed FY21 Annual Budget for the regular City Council Meeting scheduled for Thursday, August 20, 2020, at 7:00 p.m. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

**REPORTS FROM CITY MANAGER**

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the August 6, 2020 City Council meeting.

**ITEMS OF COMMUNITY INTEREST**

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

Council member Vela expressed his dissatisfaction with the decision of halting the pickup of recycling. He commended the City Manager, Fire Marshal and the Rail Road Commission for assisting in the removal of the above ground storage tanks on Johnson St. between FM 1462 and

South St. He was appreciative to the Rail Road Commission for taking this task on to clean up the site.

Council member Castro thanked Council member Vela for saving the City money regarding the removal of the above ground tanks and cleaning the property on Johnson Street.

Council member Adame also thanked Council member Vela for saving the City money.

Council member Starkey commented that the citizens are having a general fear of the government shutting businesses due to the COVID-19. He reported that the City Council would not be ordering store closures; however, the Governor has remarked that shutting businesses would be the last resort.

Mayor Horn explained that COVID-19 has adversely affected our trash pick-up. He reiterated that all should be mindful of the CDC guidelines in staying safe.

### **EXECUTIVE SESSION**

Mayor Horn called for an executive session at 10:05 p.m. in accordance to the following:

**Section 107** of the Local Government Code: Deliberation regarding the use of security devices.

### **RECONVENE TO OPEN SESSION**

**Consider an agreement with Lighthouse Security Cameras through the Houston-Galveston Area Council purchasing network, to update and install security cameras in an amount not to exceed \$252,710; and authorize the City Manager to sign the agreement upon legal review.**

*The proposed system upgrades and centralizes the current security system for city facilities. The details and particulars of the security system will be provided in an executive session (as allowed by Texas Government Code 551.076) prior to City Council approving the Agreement.*

Council member Arendell moved to approve an agreement with Lighthouse Security Cameras through the Houston-Galveston Area Council purchasing network, to purchase, update, and install security cameras in an amount not to exceed \$252,710; and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Richards motion carried on a vote of 6 Ayes.

### **ADJOURNMENT**

Mayor Horn adjourned the meeting at 10:06 p.m.

PASSED and APPROVED the 6th day of August 2020.

---

Paul A. Horn, Mayor

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



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider Resolution 20-R-22, establishing voting locations and times for a Special Election to be held on November 3, 2020 as authorized by Resolution 20-R-13 and Resolution 20-R-04, for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote “for” or “against” the “Adoption of the fire fighters’ and police officers’ civil service law, applicable to only the police department;” and providing for other related matters thereto.

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

**Summary:** The City Secretary received a petition from Matthew Jrab on behalf of the Alvin Police Officer’s Association to include on the ballot of the next uniform election date (May 2, 2020) a proposition to vote for or against the “Adoption of the police officers’ civil service law.” The City’s Charter requires that the petition submitted have at least 200 signatures from qualified voters of the City of Alvin. On January 22, 2020, Mr. Jrab (a qualified voter of the City of Alvin, and an Alvin police officer) submitted one initiative packet that included 15 circulated petitions, with a total of 252 signatures. The City Secretary reviewed and certified the petition as sufficient on January 23, 2020, with 202 signatures having been verified as valid registered voters. This election was moved from May 2020 to November because of COVID-19, authorized by Resolution 20-R-13.

Chapter 143 of the Texas Local Government Code states that a governing body who receives a petition requesting such election that is signed by the required number of qualified voters, *shall* order an election submitting to the voters the question of whether this chapter should be adopted. This Resolution calls for such Special Election on Tuesday, November 3, 2020.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary’s Office will handle the filings and all required paperwork and postings as required by state election law.

Early Voting will begin on Tuesday, October 13, 2020, and will go through Friday, October 30, 2020, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

### **Early Voting Locations:**

Angleton (Main): East Annex, 1524 E. Mulberry

Alvin: Alvin Library, 105 S. Gordon

Brazoria: Brazoria Library, 620 S. Brooks

Freeport: Freeport Library, 410 Brazosport Blvd.

Lake Jackson: Lake Jackson Civic Center, 332 Hwy. 332 East

Manvel: North Annex, 7313 Corporate Dr.

Pearland East: Tom Reid Library, 3522 Liberty Dr.

Pearland West: Westside Event Center, 2150 Country Place Pkwy.  
Shadow Creek: Pearland Westside Library, 2803 Business Center Dr. #101  
West Columbia: Precinct 4 Building, 121 N. 10<sup>th</sup> Street

**Early voting dates and hours:**

October 13-24; 7am-7pm

October 25; 1 pm-6pm

October 26-30; 7am-7pm

Election Day voting will be held at the Alvin Library. Voters may also cast their ballot at any Voting Center in Brazoria County.

Staff recommends approval of Resolution 20-R-22.

---

**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:** 7/28/2020 SLH

---

**Supporting documents attached:**

- Resolution 20-R-22 and Attachment "A"

---

**Recommendation:** Move to approve Resolution 20-R-22, establishing voting locations and times for a Special Election to be held on November 3, 2020 as authorized by Resolution 20-R-13 and Resolution 20-R-04, for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote "for" or "against" the "Adoption of the fire fighters' and police officers' civil service law, applicable to only the police department;" and providing for other related matters thereto.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## RESOLUTION 20 R 22

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING VOTING LOCATIONS AND TIMES FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 AS AUTHORIZED BY RESOLUTION 20 R 13 AND RESOLUTION 20 R 0 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF ALVIN, TEXAS, A PROPOSITION TO VOTE FOR OR AGAINST THE “ADOPTION OF THE FIRE FIGHTERS’ AND POLICE OFFICERS’ CIVIL SERVICE LAW, APPLICABLE TO ONLY THE POLICE DEPARTMENT ” AND PROVIDING FOR OTHER RELATED MATTERS THERETO**

**HEREAS**, the City Secretary has received a petition calling for a Special Election for the adoption of the police officer’s civil service law; and

**HEREAS**, the City Secretary has verified and certified this petition and presented findings to the Alvin City Council on February 6, 2020; and

**HEREAS**, the Alvin City Council ordered a Special Election that was to be held on May 2, 2020, to vote “for” or “against” the “Adoption of the fire fighters’ and police officer’s civil service law, applicable to only the police department by the adoption of Resolution 20-R-04; which election was canceled by City, due to the COVID-19 pandemic; and

**HEREAS**, the laws of the State of Texas provided that the Special Election scheduled for May 2, 2020 could be moved to the 3rd day of November 2020 due to the COVID-19 pandemic; and

**HEREAS**, the Alvin City Council herewith proceeds with this Special Election and the City Council has determined that holding such Special Election is in the public interest and therefore authorizes the voting locations and times found in Attachments A;

**NO , THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

**Section 1 Special Election Order** The Special Election of the City of Alvin was ordered by Resolution 20-R-13 to be held shall be held on Tuesday, November 3, 2020, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote “for” or “against” the “Adoption of the police officers’ civil service law.”

The proposition shall take effect upon its adoption and the entering of an order by the City Council declaring the proposition adopted.

**Section 2 Ballots** The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County. The official ballot shall be prepared in such a manner as will permit the voters to vote “For” or “Against” the proposition submitted, with the proposition to be expressed on the official ballot in a form substantially as follows:

**Proposition 1**

Adoption of the fire fighters’ and police officer’s civil service law,  
applicable to only the police department.

FOR\_\_\_\_\_ AGAINST\_\_\_\_\_

**Section 3 Early Voting** Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment B.” Early voting shall commence on Tuesday, October 13, 2020, and continue through Friday, October 30, 2020, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

**Section Election Precincts and Polling Places** The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls, found in “Attachment A,” shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

**Section Joint Election** The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on November 3, 2020, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2020 Joint Election Agreement and Contract for Election Services with Brazoria County for approval by the City Council.

**Section Duties of City Secretary and Election Officer** The City Secretary, or designee, is instructed to aide the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

**Section 7 General** The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

**Section Effective Date** This Resolution shall be in force and effect from and after its passage on the date shown below.

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

**AND, IT IS SO RESOLVED**

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of August 2020.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle H. Segovia, City Engineer

**Agenda Item:** Consider a final plat of Caldwell Ranch Section 2 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 18.445 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

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

**Summary:** On July 1, 2020, the Engineering Department received the Final Plat of Caldwell Ranch Section 2 for review. This subdivision is in the City of Alvin’s Extraterritorial Jurisdiction (ETJ) within Fort Bend County, located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of 68 lots, 4 reserves, and 3 blocks. This plat complies with all requirements of the City of Alvin’s Planned Unit Development section of the Subdivision Ordinance.

This section is contained in the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020.

The City Planning Commission unanimously approved the plat at their meeting on July 21, 2020. 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:** 7/29/2020 SLH

**Supporting documents attached:**

- Click [Here](#) to view Final Plat of Caldwell Ranch Section 2

**Recommendation:** Move to approve the final plat of Caldwell Ranch Section 2 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 18.445 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 5 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

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:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Highway Six Gas Station (located at 4901 W. Highway 6), being a subdivision of 1.7485 acres, being a replat of the J.M. O'Donnell Survey, Abstract No. 473, Brazoria County, Texas.

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

**Summary:** On July 1, 2020, the Engineering Department received the final plat of Highway Six Gas Station for review. The property is located at 4901 W. Highway 6 and is being platted for the development of a convenience store and gas station. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on July 21, 2020. 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:** 7/29/2020 SLH

## Supporting documents attached:

- Click [Here](#) to view Final Plat of Highway 6 Gas Station

**Recommendation:** Move to approve the final plat of Highway Six Gas Station (located at 4901 W. Highway 6), being a subdivision of 1.7485 acres, being a replat of the J.M. O'Donnell Survey, Abstract No. 473, 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:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Mustang Crossing Section 8 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a Planned Unit Development subdivision containing 10.43 acres of land, being a partial replat of lots 25, 26, 27, and 28 of section 18, Hooper & Wade Survey, Abstract 488, in the City of Alvin, Brazoria County, Texas.

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

**Summary:** On July 1, 2020, the Engineering Department received the final plat of Mustang Crossing Section 8 for review. The property is located at the northwest corner of the intersection of FM 1462 and Mustang Crossing Boulevard. This section consists of twenty-six (26) single-family lots, four (4) reserves, and one (1) block. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on July 21, 2020. 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:** 7/29/2020 SLH

**Supporting documents attached:**

- Click [Here](#) to view Final Plat of Mustang Crossing Section 8

**Recommendation:** Move to approve the final plat of Mustang Crossing Section 8 (located northwest of the intersection of FM 1462 and Mustang Crossing Boulevard), being a Planned Unit Development subdivision containing 10.43 acres of land, being a partial replat of lots 25, 26, 27, and 28 of section 18, Hooper & Wade Survey, Abstract 488, in the City of Alvin, 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: 8/6/2020

Department: Administration

Contact: Michael Higgins, CFO

**Agenda Item:** Consider Ordinance 20-S, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation Bond, Series 2020, for the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and the equipment of city parks and recreations facilities; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

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

**Summary:** On June 4, 2020, City Council authorized the publishing of a notice of the City’s intent to issue \$5,500,000 in Certificates of Obligations for the purpose of funding the construction of the following drainage improvements and park improvements:

Project Name	Estimate Project Costs
Moller Road Phase 1	\$3,700,000
Park Improvements (Lighting & Concession Stand)	\$1,749,000
<b>Total:</b>	

City staff participated in ratings call with Standard & Poor’s on June 29, 2020. Standard & Poor’s affirmed the City’s Revenue Bond rating of AA on the Series 2020 Certificates of Obligations on July 20, 2020.

The Series 2020 Certificate of Obligation Bonds are scheduled to be competitively bid at 10:00 a.m. on August 6, 2020. 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 request City Council to approve Ordinance 20-S, authorizing the bond sale. Should City Council authorize the issuance of the Series 2020 Certificate of Obligation Bonds, the bonds are expected to close, with funds deposited into the City’s accounts on August 27, 2020.

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

**Funding Account:** \_\_\_\_\_ **Amount:** Approx. \$5.5M **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 7/28/2020 SLH

**Supporting documents attached:**

- Ordinance 20-S

- Standard and Poor's Rating Summary

---

**Recommendation:** Move to approve Ordinance 20-S, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2020; for the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and the equipment of city parks and recreations facilities; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

---

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

---

ORDINANCE NO. 20-S

AUTHORIZING THE  
ISSUANCE OF

CITY OF ALVIN, TEXAS  
TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2020

Adopted: August 6, 2020

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE  
CERTIFICATES

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

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption .....12  
Section 4.2. Optional Redemption .....13  
Section 4.3. Partial Redemption.....13  
Section 4.4. Notice of Redemption to Owners .....13  
Section 4.5. Payment Upon Redemption .....14

Section 4.6.	Effect of Redemption .....	14
Section 4.7.	Lapse of Payment.....	15

ARTICLE V

PAYING AGENT/REGISTRAR

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally .....	16
Section 6.2.	Form of the Certificates .....	17
Section 6.3.	CUSIP Registration.....	22
Section 6.4.	Legal Opinion .....	23

ARTICLE VII

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

Section 7.1.	Sale of Certificates .....	23
Section 7.2.	Deposit of Proceeds .....	23
Section 7.3.	Control and Delivery of Certificates.....	24
Section 7.4.	Official Statement .....	24

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates .....	24
Section 8.2.	Other Representations and Covenants .....	24
Section 8.3.	Provisions Concerning Federal Income Tax Matters.....	25

ARTICLE IX

DISCHARGE

Section 9.1.	Discharge .....	26
--------------	-----------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports .....26  
Section 10.2. Event Notices .....27  
Section 10.3. Limitations, Disclaimers and Amendments .....29

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance .....30  
Section 11.2. Partial Invalidity.....30  
Section 11.3. Repealer .....30  
Section 11.4. Individuals Not Liable .....30  
Section 11.5. Related Matters .....30  
Section 11.6. Force and Effect.....31

ORDINANCE NO. 20-S

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

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

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted to the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$5,550,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on August 6, 2020; and

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

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

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act; therefore,

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.1. Definitions.

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

“Bond Counsel” means Bracewell LLP.

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

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2020” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Alvin, Texas.

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

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

“Dated Date” means August, 1, 2020.

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

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

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

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

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

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

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

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

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being May 1 and November 1 of each year, commencing on November 1, 2020.

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Texas.

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

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

Section 1.2. Findings.

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

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

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

Section 1.4. Interpretation.

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

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

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

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

## ARTICLE II

### TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

#### Section 2.1. Tax Levy.

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

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

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

#### Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2020, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

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

#### Section 2.3. Pledge of Revenues.

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

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

### **ARTICLE III**

#### **AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES**

##### **Section 3.1. Authorization.**

The City's "City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2020" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$5,230,000 for the costs associated with (i) the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; (ii) the construction of improvements to and equipment of city parks and recreational facilities; and (iii) the costs of professional services related thereto.

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

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

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

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$265,000	4.000%	2031	\$260,000	1.000%
2022	265,000	4.000	2032	260,000	1.125
2023	265,000	4.000	2033	260,000	1.375
2024	265,000	4.000	2034	260,000	1.500
2025	265,000	4.000	2035	260,000	1.625
2026	260,000	4.000	2036	260,000	1.625
2027	265,000	2.000	2037	260,000	1.750
2028	260,000	4.000	2038	260,000	1.750
2029	260,000	4.000	2039	260,000	1.750
2030	260,000	4.000	2040	260,000	1.875

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

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

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

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

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

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

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of past due interest (the "Special Payment Date"), which Special Payment Date should be 15 days

after the Special Record Date, shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

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

#### Section 3.4. Execution and Registration of Certificates.

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

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

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

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

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

Section 3.5. Ownership.

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

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

Section 3.6. Registration, Transfer, and Exchange.

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

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

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

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

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

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

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

### Section 3.7. Cancellation.

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

### Section 3.8. Replacement Certificates.

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

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

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

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

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

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

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

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

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

### Section 3.9. Book-Entry-Only System.

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

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

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

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

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

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

Section 3.11. Payments to Cede & Co.

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

## **ARTICLE IV**

### **REDEMPTION OF CERTIFICATES BEFORE MATURITY**

Section 4.1. Limitation on Redemption.

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

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after November 1, 2030, in whole or from time to time in part, before their respective scheduled maturity dates, on November 1, 2029, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

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

Section 4.3. Partial Redemption.

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

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

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

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

Section 4.4. Notice of Redemption to Owners.

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

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.3 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice

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

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

#### Section 4.5. Payment Upon Redemption.

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

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

#### Section 4.6. Effect of Redemption.

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

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

Section 4.7. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

#### Section 5.1. Appointment of Initial Paying Agent/Registrar.

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

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

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

#### Section 5.2. Qualifications.

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

#### Section 5.3. Maintaining Paying Agent/Registrar.

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

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

Section 5.4. Termination.

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

Section 5.5. Notice of Change to Owners.

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

Section 5.6. Agreement to Perform Duties and Functions.

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

Section 5.7. Delivery of Records to Successor.

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

## ARTICLE VI

### FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

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

consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

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

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

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

Section 6.2. Form of the Certificates.

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

(a) Form of Certificate.

REGISTERED  
NO. \_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BRAZORIA

CITY OF ALVIN, TEXAS  
TAX AND REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2020

INTEREST RATE:    MATURITY DATE:    CLOSING DATE:    CUSIP NUMBER:  
\_\_\_\_\_ %    November 1, 20\_\_    August 27, 2020    \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment

of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing on November 1, 2020.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

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

This Certificate is dated August 1, 2020 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$5,230,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; the construction of improvements to and equipment of city parks and recreational facilities; and the costs of professional services thereto.

The City has reserved the right to redeem the Certificates maturing on and after November 1, 2030, in whole or from time to time in part, before their respective scheduled maturity dates, on November 1, 2029, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be

redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

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

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

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

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

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

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

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

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

---

City Secretary  
City of Alvin, Texas

---

Mayor [Pro Tem]<sup>1</sup>  
City of Alvin, Texas

[SEAL]

---

<sup>1</sup> Delete if the Mayor executes the Initial Certificate

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

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

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature Guaranteed By:

\_\_\_\_\_

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

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

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

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

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

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

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

Section 6.3. CUSIP Registration.

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

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

Section 6.4. Legal Opinion.

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

**ARTICLE VII**

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

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to Robert W. Baird & Co., Inc. (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$395,451.77, being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

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

(a) The amount of \$5,500,000.00, consisting of \$5,230,000.00 principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$270,000.00, shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of \$122,530.00 shall be used to pay the costs of issuance. Any proceeds remaining after the payment of the costs of issuance shall be deposited in the Debt Service Fund for the Certificates.

(c) Premium received from the sale of the Certificates in the amount of \$2,921.77 shall be deposited in the Debt Service Fund for the Certificates.

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

Section 7.3. Control and Delivery of Certificates.

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

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

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

Section 7.4. Official Statement.

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

**ARTICLE VIII**

**PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 8.1. Payment of the Certificates.

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

Section 8.2. Other Representations and Covenants.

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

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

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

### Section 8.3. Provisions Concerning Federal Income Tax Matters.

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

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

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

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

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

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

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

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the

property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

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

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

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

## **ARTICLE IX**

### **DISCHARGE**

#### Section 9.1. Discharge.

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

## **ARTICLE X**

### **CONTINUING DISCLOSURE UNDERTAKING**

#### Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2020, financial information and operating data with respect to the City of the general type included in the Official Statement under the Schedules 1-4, 6-9, and 11-14 in Appendix A and including financial statements of the City if

audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

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

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

#### Section 10.2. Event Notices.

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

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

- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

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

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

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

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

Section 10.3. Limitations, Disclaimers and Amendments.

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

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

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

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

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

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an

amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.1. Changes to Ordinance.

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

#### Section 11.2. Partial Invalidity.

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

#### Section 11.3. Repealer.

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

#### Section 11.4. Individuals Not Liable.

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

#### Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to

consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

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

*[Signature Page Follows]*

PASSED, APPROVED AND EFFECTIVE this 6<sup>th</sup> day of August, 2020.

---

City Secretary  
City of Alvin, Texas

---

Mayor  
City of Alvin, Texas

[SEAL]

APPROVED AS TO FORM:

---

City Attorney

*Signature Page to  
City of Alvin Ordinance No. 20-S*

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS                   §  
COUNTY OF BRAZORIA               §

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

1.       The City Council of the City of Alvin, Texas, convened in a regular meeting on the 6<sup>th</sup> day of August, 2020, by video conference pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act, and the roll was called of the duly constituted officers and members of said City Council, to wit:

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

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

ORDINANCE NO. 20-S

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALVIN, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

\_\_\_\_\_ Member(s) shown present voted "Aye."

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

\_\_\_\_\_ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act.

SIGNED AND SEALED this 6<sup>th</sup> day of August, 2020.

---

City Secretary  
City of Alvin, Texas

[SEAL]

# RatingsDirect®

---

## Summary:

# Alvin, Texas; General Obligation

### Primary Credit Analyst:

Rob M Marker, Centennial + 1 (303) 721 4264; Rob.Marker@spglobal.com

### Secondary Contact:

Alex Louie, Centennial 303-721-4559; alex.louie@spglobal.com

## Table Of Contents

---

Rating Action

Stable Outlook

Credit Opinion

**AAA:** Extremely strong capacity to repay debt

**AA:** Very strong capacity to repay debt

**A:** Strong capacity to repay debt

**BBB:** Adequate capacity to repay debt

**BB:** Faces major future uncertainties

**B:** Faces major uncertainties

## Summary:

# Alvin, Texas; General Obligation

### Credit Profile

US\$5.5 mil tax and rev certs of oblig ser 2020 dtd 08/01/2020 due 11/01/2040

<i>Long Term Rating</i>	AA/Stable	New
-------------------------	-----------	-----

Alvin tax and rev certs of oblig

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

Alvin GO

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

### Rating Action

S&P Global Ratings assigned its **AA' long-term rating to the City of Alvin, Texas' \$5.5 million series 2020 tax and revenue certificates of obligation**. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the city's previously issued general obligation (GO) bonds and certificates of obligation. The outlook is stable.

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

Inclusive of the series 2020 issuance, the city will have approximately \$24.5 million of net direct debt. We understand the proceeds will fund road and park improvement projects.

### Credit overview

Residential and commercial construction in Alvin remains robust despite the severity of the Covid-19 driven recession. (see "The U.S. Faces A Longer And Slower Climb From The Bottom," published June 25, 2020, on RatingsDirect).

Continued development has led to consistent tax base and revenue growth. **Combined with very strong management policies and prudent spending, the city has added to its reserve position five consecutive years, providing a high level of budgetary flexibility, which we believe puts the city in an advantageous position as the recession continues.** Officials report minimal disruption to the operations of its primary taxpayers as a result of the recession so far. Sales tax collections remain strong, with projections to end the year slightly above 2019 levels.

Moreover, the majority of its revenues come from property taxes, which should remain stable in the short-term. Therefore, we view the credit as stable despite the risks and uncertainty associated with Covid-19. **We anticipate that its strong reserves, stable tax base, and strong management policies will aid the city through the recession with minimal disruption to its key credit metrics over our outlook horizon.** Therefore, we do not expect to change our rating during the next two years. Although our outlook is generally for two years, we recognize the potential for downside risk because of COVID-19 and the related recession during the next six months to 12 months.

The rating reflects our view of the city's:

- Adequate economy, with projected per capita effective buying income at 87.7% and **market value per capita of \$50,544** and access to a broad and diverse MSA;
- **Very strong management, with strong financial policies and practices** under our financial management assessment methodology;
- **Strong budgetary performance**, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- **Very strong budgetary flexibility**, with an available fund balance in fiscal 2019 of 70.1% of operating expenditures;
- **Very strong liquidity, with total government available cash** at 225.2% of total governmental fund expenditures and 59.2x governmental debt service, and access to external liquidity we consider strong;
- **Adequate debt and contingent liability position**, with debt service carrying charges at 3.8% of expenditures and net direct debt that is 102.7% of total governmental fund revenue; and
- **Strong institutional framework score**

### **Environmental, social and governance (ESG) factors**

Our rating and analysis incorporate our view of the health and safety risks posed by the COVID-19 pandemic, which we believe could pressure city budgets in the short term to medium term. Also, the city's location near the Gulf Coast makes it susceptible to severe weather events, including tropical storms and hurricanes; however, healthy reserves are available to provide support during such emergencies. Overall, we consider the city's social and governance risks in line with that of the sector.

## **Stable Outlook**

### **Downside scenario**

We could lower the rating if the city's budgetary performance were to weaken, leading to sustained operating deficits and a resulting decline in reserves to a level below its formal reserve policy. We could also consider a lower rating if debt issuances outpace tax base growth leading to significant deterioration to the city's debt and contingent liability profile.

### **Upside scenario**

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

## Credit Opinion

### Adequate economy

Officials note that the economy has been resilient since the onset of the Covid-19 pandemic. Many of its larger taxpayers are classified as essential and remained open throughout the mandated closures. Those that were required to close, including retail shops and restaurants, have reopened. **However, with cases surging, particularly in Texas, the risk of additional business closures remains a possibility. We will continue to monitor the effects of the recession on the city's economy, but expect it will at least remain stable over our outlook horizon.**

We consider Alvin's economy adequate. The city, with an estimated population of 29,087, is located in Brazoria County in the Houston-The Woodlands-Sugar Land MSA, which we consider broad and diverse. The city has a projected per capita effective buying income of 87.7% of the national level and per capita market value of \$50,544. Overall, the city's market value grew by 8.2% over the past year to \$1.4 billion in 2019. The county unemployment rate was 4.2% in 2019; however, as of April 2020 has risen to 13.4%, reflecting the severity of the recession.

Alvin encompasses approximately 15 square miles in northeast Brazoria County, about 25 miles southeast of downtown Houston. Industries driving the regional economy include chemical manufacturing, petroleum processing, advanced manufacturing, health care, retail, and education. The tax base is diverse, with the 10 leading taxpayers responsible for 7.9% of AV. Leading that group is an industrial manufacturing company, a utility firm, and an oil and gas company. Officials note the oil and gas activity in the area is almost exclusively mid-stream operations that have not realized any material disruption so far from the significant drop in oil prices beginning in March. Very little of the city's AV is tied directly to mineral values. Leading employers include Alvin ISD (3,648 employees), Empereon Constar, a financial services firm (700), and INEOS Olefins & polymers, a chemical products company (575).

Residential and commercial growth remains strong as developers continue expansion projects throughout the Houston MSA. Officials report that **over 200 residential properties were constructed during 2019, adding roughly \$40 million to the city's tax base.** Currently, close to 300 residential lots are in varying stages of completion throughout many of the city's neighborhoods. Commercial development has also remained steady. Officials note that between new construction and improvements, commercial properties added \$20 million to the tax base in 2019. Future projects include a new Chick-fil-A restaurant, Bluwave Carwash, and a new retail center that will house multiple restaurants and additional retail space. The ongoing development projects have generally led to strong AV growth., increasing by 27% since 2015, or on average, 5% per year. Preliminary unadjusted AV values for 2021 are up 23% from the prior year. While this excludes exemptions, officials still project a 17% increase raising total AV to roughly \$1.7 billion.

### Very strong management

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

Key practices include:

- Use of 5 years of historical property tax revenue, AV growth, sales tax trends, and expense data, as well as

discussions with the appraisal office when formulating its budget assumptions;

- Monthly budget-to-actual results shared with council and amendments done as necessary;
- Quarterly investment and holdings reports shared with council per its formal investment policy which follows state guidelines;
- Formal reserve policy to maintain an unassigned fund balance above 25% of expenditures which it is currently exceeding;
- Formal debt management policy identifying types of issuable debt, and quantitative metrics including minimum present value savings required on refunding and targeted amortization schedules;
- Maintenance of a 5-year capital improvement plan, identifying project costs and funding sources; and
- An annually updated long-range financial forecast, projecting revenues and expenditures through 2024.

### **Strong budgetary performance**

**Alvin's budgetary performance is strong, in our opinion.** Our assessment considers our view that the pandemic and recession pose an event risk that could increase performance volatility for cities over the medium term. The city reported operating surpluses of 15.5% in the general fund and 6.8% across all government funds in 2019. In our calculations, we have adjusted the town's revenues and expenditures to treat recurring transfers as either revenues or expenditures, and eliminated significant one-time expenditures funded through cash-on-hand or debt proceeds.

**Five consecutive general fund surpluses demonstrate the city's ability to spend prudently and build its fund balance.** Budgets are constructed with conservative estimates, typically resulting in positive variances between the budget and actual results. The 2019 results were consistent with this trend, and both revenues and expenditures outperformed. Property taxes are consistently the city's most significant source of operating revenues, representing 59% of 2019 totals, followed by sales taxes (16%), and franchise fees (8%). Interfund transfers are another vital aspect of the city's revenue, supported by its various utility operations.

Expectations are to end the current year with a surplus of roughly \$0.5 million. Sales tax collections were slightly up during the first half of the year, and officials currently project higher collections at year-end than realized in 2019. Management attributes the results to the city's limited reliance on the industries hit the hardest by the recession, such as tourism, hospitality, and restaurants. Moreover, with the majority of its revenues coming from the residential sector, expectations are that finances will remain strong.

In planning for the 2021 year, officials are projecting minimal sales tax growth and balanced operations. Officials will continue to monitor events related to Covid-19 and make adjustments as needed. Provided the city's conservative budgeting history and strong management policies, we anticipate if revenue shortfalls are more severe than expected, management will prudently make offsetting adjustments to expenditures, ensuring maintenance of its healthy reserve levels.

### **Very strong budgetary flexibility**

Alvin's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 70.1% of operating expenditures, or \$11.8 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

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

### **Very strong liquidity**

In our opinion, Alvin's liquidity is very strong, with total government available cash at 225.2% of total governmental fund expenditures and 59.2x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary provided its frequent issuance of tax- and revenue-backed bonds during the past 20 years.

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

All of the city's investments comply with Texas statutes and the city's internal investment policy. At fiscal year-end 2019, the city's investments comprised of certificates of deposit (CDs) and state investment pools, which we do not consider aggressive.

The city has one privately placed debt obligations totaling \$3.9 million, or 6% of total direct debt. The private placements contain no provisions that we view as a potential liquidity risk.

### **Adequate debt and contingent liability profile**

In our view, **Alvin's debt and contingent liability profile is adequate.** Total governmental fund debt service is 3.8% of total governmental fund expenditures, and net direct debt is 102.7% of total governmental fund revenue.

We adjusted the city's debt for \$15.8 million of GO debt that is supported by utilities. **The annual debt burden on the governmental funds is expected to remain relatively low, as the significant portion of Alvin's debt outstanding will continue to be supported by the enterprise funds.** The city performs water rate studies to ensure rates are sufficient to generate sufficient revenue to maintain the self-supporting nature of its utility debt. The city plans to issue a total of roughly \$7 million in additional certificates of obligation over the next five years; however, we do not expect it will materially change the city's debt profile.

### **Pension and other postemployment benefits**

Alvin's combined required pension and actual OPEB contributions totaled 8.2% of total governmental fund expenditures in 2019, and the town made its full required pension contribution.

The city participates in:

- Texas Municipal Retirement System (TMRS), which was 81.4% funded, with a net pension liability equal to \$12.1, on Dec. 31, 2018, the latest measurement date;
- Texas Emergency Services Retirement System (TESRS), which was 80.3% funded, with a net pension liability equal to \$617,000, on Aug. 31, 2018, the latest measurement date.

Under state law governing TMRS, an actuary determines the contribution rate annually. Actuarial assumptions include a 6.75% discount, which we view as aggressive, representing market risk and resulting in contribution volatility if TMRS fails to meet assumed investment targets. TESRS' monthly contribution requirement per

active-emergency-services personnel is not actuarially determined. Rather, TESRS' board of trustees set minimum-contribution provisions; there is no maximum contribution.

The city also participates in the cost-sharing, multiple-employer defined benefit group-term life insurance coverage to both current and retired employees, which is operated by TMRS, known as the Supplemental Death Benefits Fund. The city may terminate coverage and discontinue participation by adopting an ordinance before Nov. 1 of any year to be effective the following Jan. 1. The city has historically contributed 100% of the contractually required rate as determined by an annual actuarial valuation. As of Dec. 31, 2018, actuarial valuation, the city's net other postemployment benefit liability was \$554,014, using a 3.71% discount rate.

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.

Copyright © 2020 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. Rating-related publications may be published for a variety of reasons that are not necessarily dependent on action by rating committees, including, but not limited to, the publication of a periodic update on a credit rating and related analyses.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw or suspend such acknowledgment at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, [www.standardandpoors.com](http://www.standardandpoors.com) (free of charge), and [www.ratingsdirect.com](http://www.ratingsdirect.com) (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at [www.standardandpoors.com/usratingsfees](http://www.standardandpoors.com/usratingsfees).

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.

# City of Alvin, Texas

---

## Results of Competitive Bond Sale:

\$5,230,000

## Tax & Revenue Certificates of Obligation, Series 2020

August 6, 2020

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



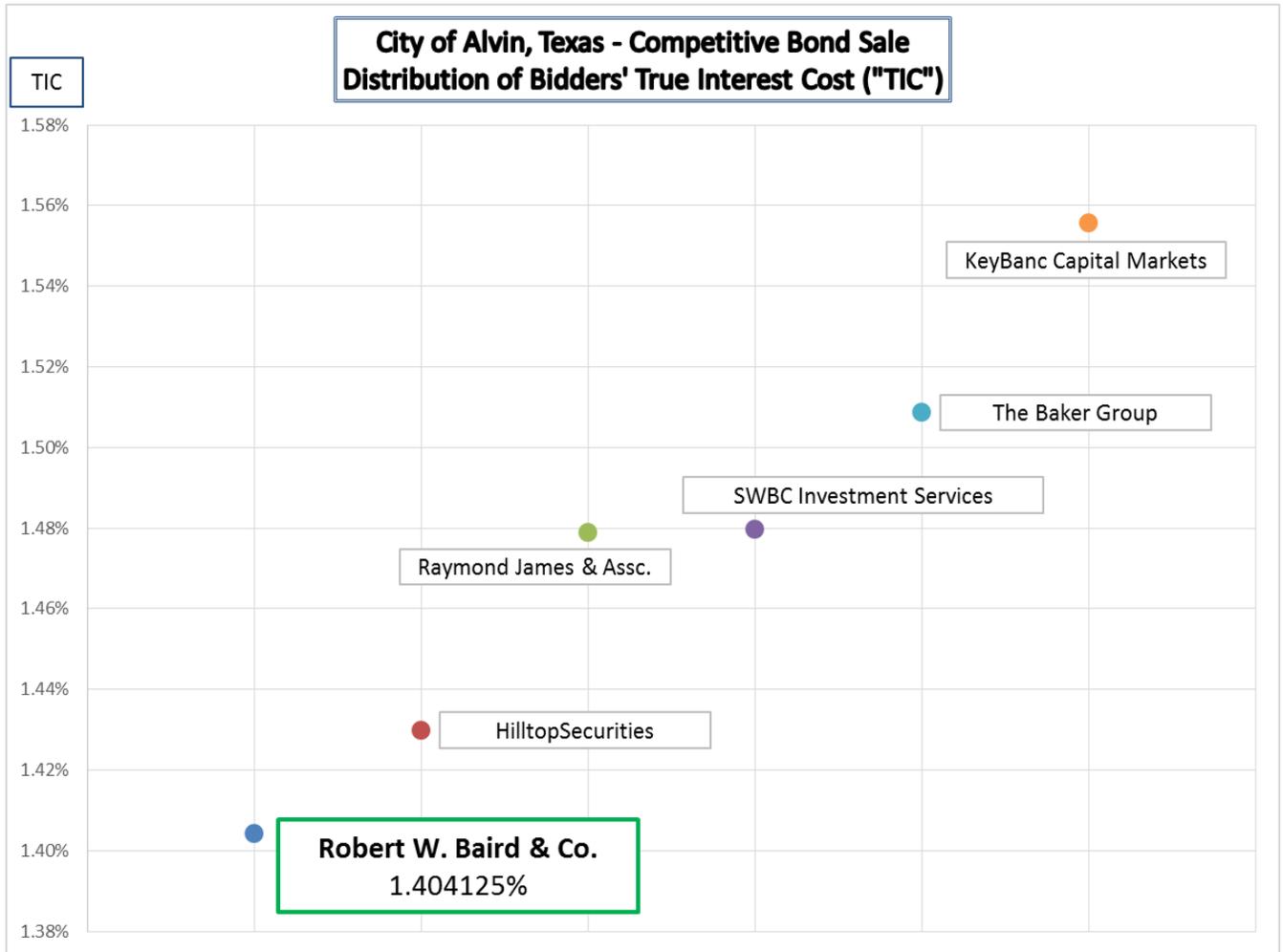
US Capital Advisors

## Summary of Bids Received:

Best bid went to Robert W. Baird & Co. out of Red Bank, New Jersey

---

<u>Bidder Name</u>	<u>True Interest Cost</u>
■ Robert W. Baird & Co. - Red Bank, NJ	1.404125%
■ HilltopSecurities - Dallas, TX	1.429869%
■ Raymond James & Assc. - Memphis, TN	1.478807%
■ SWBC Investment Services - San Antonio, TX	1.479763%
■ The Baker Group - Oklahoma City, OK	1.508637%
■ KeyBanc Capital Markets - Cleveland, OH	1.555672%



- Competitive bond sale offered in public market
- Received a total of 6 bids
- Two best bids separated by 0.025744%
- High and low bids separated by **0.151547%**
- City's offering received national exposure with offers from competing investors in financial centers across 5 different states

**Robert W. Baird & Co., Inc. - Red Bank , NJ's Bid**



**Alvin  
\$5,500,000 Tax and Revenue Certificates of Obligation, Series  
2020**

For the aggregate principal amount of \$5,500,000.00, we will pay you \$5,914,856.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
11/01/2021	275M	4.0000
11/01/2022	275M	4.0000
11/01/2023	275M	4.0000
11/01/2024	275M	4.0000
11/01/2025	275M	4.0000
11/01/2026	275M	4.0000
11/01/2027	275M	2.0000
11/01/2028	275M	4.0000
11/01/2029	275M	4.0000
11/01/2030	275M	4.0000
11/01/2031	275M	1.0000
11/01/2032	275M	1.1250
11/01/2033	275M	1.3750
11/01/2034	275M	1.5000
11/01/2035	275M	1.6250
11/01/2036	275M	1.6250
11/01/2037	275M	1.7500
11/01/2038	275M	1.7500
11/01/2039	275M	1.7500
11/01/2040	275M	1.8750

Total Interest Cost: \$1,268,406.94  
 Premium: \$414,856.75  
 Net Interest Cost: \$853,550.19  
 TIC: 1.404125  
 Time Last Bid Received On:08/06/2020 9:55:14 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Red Bank , NJ  
 Contact: charles massaro  
 Title: director  
 Telephone:732-576-4410  
 Fax: 732-576-4420

Issuer Name: City of Alvin Company Name: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_

**PRELIMINARY OFFICIAL STATEMENT DATED JULY 27, 2020**



**NEW ISSUE  
BOOK-ENTRY-ONLY**

**RATING:** Standard & Poor's "AA/stable"  
(see OTHER INFORMATION – Municipal Rating" herein)

*In the opinion of Bond Counsel, under existing law, interest on the Certificates is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended, and is not a specific preference item for purposes of the alternative minimum tax. SEE "TAX MATTERS" – FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL*

*THE CERTIFICATES WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.*



**\$5,500,000\***  
**CITY OF ALVIN, TEXAS**  
**(Brazoria County, Texas)**

**TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020**

**Dated Date:** August 1, 2020  
(Interest Accrues from the Date of Delivery)

**Due:** November 1 — See page ii

The City of Alvin, Texas (the "City") is issuing its Tax and Revenue Certificates of Obligation, Series 2020 (the "Certificates") pursuant to the applicable provisions of the Texas Constitution and the general laws of the State of Texas, including, particularly, Subchapter C, Chapter 271, Texas Local Government Code, as amended, and an ordinance of the City authorizing the issuance of the Certificates (the "Ordinance").

Interest on the Certificates will accrue from the Date of Delivery (defined below) of the Certificates to the Initial Purchaser (defined below) and is payable commencing November 1, 2020, and each May 1 and November 1 thereafter until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The Certificates are direct obligations of the City payable from and secured by an annual ad valorem tax levied, within the limits prescribed by law, against all taxable property located within the City, and from a limited pledge of a subordinate lien on the net revenues of the City's water and sewer system, in an amount not to exceed \$1,000. See "THE CERTIFICATES – Sources of Payment" herein.

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

Proceeds from the sale of the Certificates will be used to pay for all or any part of the costs associated with (i) the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; (ii) the construction of improvements to and equipment of city parks and recreational facilities; and (iii) the costs of professional services thereto. See "THE CERTIFICATES – Sources and Uses" herein.

**SEE PAGE ii FOR MATURITY SCHEDULE**

The Certificates are subject to optional redemption prior to their scheduled maturities as described herein. See "THE CERTIFICATES – Optional Redemption" herein.

If the principal amounts designated in the serial maturity schedule on page ii hereof are combined to create one or more term Certificates (the "Term Certificates"), each such Term Certificate shall be subject to mandatory sinking fund redemption. See "THE CERTIFICATES – Mandatory Sinking Fund Redemption" herein.

The Certificates are offered for delivery, when, as and if issued by the City, and received by the initial purchaser (the "Initial Purchaser"), subject to the approving opinions of the Attorney General of the State of Texas and Bracewell LLP, Houston, Texas, Bond Counsel for the City. See "LEGAL MATTERS" herein and "Form of Opinion of Bond Counsel" attached hereto as Appendix D. It is expected that the Certificates will be available for delivery through the facilities of DTC on or about August 27, 2020 (the "Date of Delivery").

**BIDS DUE: THURSDAY, AUGUST 6, 2020 AT 10:00 A.M., CENTRAL TIME**

\* Preliminary, subject to change.

The Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor any offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

TABLE OF CONTENTS

City of Alvin, Texas  
Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
Initial Purchaser: Robert W. Baird & Co.

Report	Page
Bond Debt Service . . . . .	1
Sources and Uses of Funds . . . . .	4
Bond Pricing . . . . .	5
Bond Summary Statistics . . . . .	8

BOND DEBT SERVICE

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Dated Date 08/01/2020  
 Delivery Date 08/27/2020

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2021			94,804.17	94,804.17
09/30/2022	265,000	4.000%	134,575.00	399,575.00
09/30/2023	265,000	4.000%	123,975.00	388,975.00
09/30/2024	265,000	4.000%	113,375.00	378,375.00
09/30/2025	265,000	4.000%	102,775.00	367,775.00
09/30/2026	265,000	4.000%	92,175.00	357,175.00
09/30/2027	260,000	4.000%	81,675.00	341,675.00
09/30/2028	265,000	2.000%	73,825.00	338,825.00
09/30/2029	260,000	4.000%	65,975.00	325,975.00
09/30/2030	260,000	4.000%	55,575.00	315,575.00
09/30/2031	260,000	4.000%	45,175.00	305,175.00
09/30/2032	260,000	1.000%	38,675.00	298,675.00
09/30/2033	260,000	1.125%	35,912.50	295,912.50
09/30/2034	260,000	1.375%	32,662.50	292,662.50
09/30/2035	260,000	1.500%	28,925.00	288,925.00
09/30/2036	260,000	1.625%	24,862.50	284,862.50
09/30/2037	260,000	1.625%	20,637.50	280,637.50
09/30/2038	260,000	1.750%	16,250.00	276,250.00
09/30/2039	260,000	1.750%	11,700.00	271,700.00
09/30/2040	260,000	1.750%	7,150.00	267,150.00
09/30/2041	260,000	1.875%	2,437.50	262,437.50
	5,230,000		1,203,116.67	6,433,116.67

BOND DEBT SERVICE

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Dated Date 08/01/2020  
 Delivery Date 08/27/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2020			24,866.67	24,866.67	
05/01/2021			69,937.50	69,937.50	
09/30/2021					94,804.17
11/01/2021	265,000	4.000%	69,937.50	334,937.50	
05/01/2022			64,637.50	64,637.50	
09/30/2022					399,575.00
11/01/2022	265,000	4.000%	64,637.50	329,637.50	
05/01/2023			59,337.50	59,337.50	
09/30/2023					388,975.00
11/01/2023	265,000	4.000%	59,337.50	324,337.50	
05/01/2024			54,037.50	54,037.50	
09/30/2024					378,375.00
11/01/2024	265,000	4.000%	54,037.50	319,037.50	
05/01/2025			48,737.50	48,737.50	
09/30/2025					367,775.00
11/01/2025	265,000	4.000%	48,737.50	313,737.50	
05/01/2026			43,437.50	43,437.50	
09/30/2026					357,175.00
11/01/2026	260,000	4.000%	43,437.50	303,437.50	
05/01/2027			38,237.50	38,237.50	
09/30/2027					341,675.00
11/01/2027	265,000	2.000%	38,237.50	303,237.50	
05/01/2028			35,587.50	35,587.50	
09/30/2028					338,825.00
11/01/2028	260,000	4.000%	35,587.50	295,587.50	
05/01/2029			30,387.50	30,387.50	
09/30/2029					325,975.00
11/01/2029	260,000	4.000%	30,387.50	290,387.50	
05/01/2030			25,187.50	25,187.50	
09/30/2030					315,575.00
11/01/2030	260,000	4.000%	25,187.50	285,187.50	
05/01/2031			19,987.50	19,987.50	
09/30/2031					305,175.00
11/01/2031	260,000	1.000%	19,987.50	279,987.50	
05/01/2032			18,687.50	18,687.50	
09/30/2032					298,675.00
11/01/2032	260,000	1.125%	18,687.50	278,687.50	
05/01/2033			17,225.00	17,225.00	
09/30/2033					295,912.50
11/01/2033	260,000	1.375%	17,225.00	277,225.00	
05/01/2034			15,437.50	15,437.50	
09/30/2034					292,662.50
11/01/2034	260,000	1.500%	15,437.50	275,437.50	
05/01/2035			13,487.50	13,487.50	
09/30/2035					288,925.00
11/01/2035	260,000	1.625%	13,487.50	273,487.50	
05/01/2036			11,375.00	11,375.00	

BOND DEBT SERVICE

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2036					284,862.50
11/01/2036	260,000	1.625%	11,375.00	271,375.00	
05/01/2037			9,262.50	9,262.50	
09/30/2037					280,637.50
11/01/2037	260,000	1.750%	9,262.50	269,262.50	
05/01/2038			6,987.50	6,987.50	
09/30/2038					276,250.00
11/01/2038	260,000	1.750%	6,987.50	266,987.50	
05/01/2039			4,712.50	4,712.50	
09/30/2039					271,700.00
11/01/2039	260,000	1.750%	4,712.50	264,712.50	
05/01/2040			2,437.50	2,437.50	
09/30/2040					267,150.00
11/01/2040	260,000	1.875%	2,437.50	262,437.50	
09/30/2041					262,437.50
	5,230,000		1,203,116.67	6,433,116.67	6,433,116.67

SOURCES AND USES OF FUNDS

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Dated Date 08/01/2020  
 Delivery Date 08/27/2020

Sources:

Bond Proceeds:	
Par Amount	5,230,000.00
Net Premium	442,482.55
	5,672,482.55
	5,672,482.55

Uses:

Project Fund Deposits:	
Moller Road	3,700,000.00
Pearson Park	1,800,000.00
	5,500,000.00
Delivery Date Expenses:	
Cost of Issuance	122,530.00
Underwriter's Discount	47,030.78
	169,560.78
Other Uses of Funds:	
Additional Proceeds	2,921.77
	2,921.77
	5,672,482.55

BOND PRICING

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Bond Component	Maturity Date	# Bonds	Amount	Rate	Yield	Price	Yield to Maturity	
Tax & Rev Certificates of Obligation, Series 2020:								
	11/01/2021	53	265,000	4.000%	0.130%	104.552		
	11/01/2022	53	265,000	4.000%	0.150%	108.367		
	11/01/2023	53	265,000	4.000%	0.180%	112.098		
	11/01/2024	53	265,000	4.000%	0.230%	115.665		
	11/01/2025	53	265,000	4.000%	0.300%	118.995		
	11/01/2026	52	260,000	4.000%	0.400%	121.945		
	11/01/2027	53	265,000	2.000%	0.550%	110.190		
	11/01/2028	52	260,000	4.000%	0.650%	126.637		
	11/01/2029	52	260,000	4.000%	0.700%	129.283		
	11/01/2030	52	260,000	4.000%	0.750%	128.771	1.017%	
	11/01/2031	52	260,000	1.000%	1.100%	98.950		
	11/01/2032	52	260,000	1.125%	1.200%	99.152		
	11/01/2033	52	260,000	1.375%	1.400%	99.699		
	11/01/2034	52	260,000	1.500%	1.600%	98.735		
	11/01/2035	52	260,000	1.625%	1.650%	99.664		
	11/01/2036	52	260,000	1.625%	1.700%	98.942		
	11/01/2037	52	260,000	1.750%	1.750%	100.000		
	11/01/2038	52	260,000	1.750%	1.800%	99.226		
	11/01/2039	52	260,000	1.750%	1.850%	98.390		
	11/01/2040	52	260,000	1.875%	1.900%	99.581		
		1,046	5,230,000					

BOND PRICING

City of Alvin, Texas  
Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
Initial Purchaser: Robert W. Baird & Co.

Premium (-Discount)
12,062.80
22,172.55
32,059.70
41,512.25
50,336.75
57,057.00
27,003.50
69,256.20
76,135.80
74,804.60
-2,730.00
-2,204.80
-782.60
-3,289.00
-873.60
-2,750.80
-2,012.40
-4,186.00
-1,089.40
442,482.55

BOND PRICING

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Dated Date	08/01/2020	
Delivery Date	08/27/2020	
First Coupon	11/01/2020	
Par Amount	5,230,000.00	
Premium	442,482.55	
	<hr/>	
Production	5,672,482.55	108.460469%
Underwriter's Discount	-47,030.78	-0.899250%
	<hr/>	
Purchase Price	5,625,451.77	107.561219%
Accrued Interest		
	<hr/>	
Net Proceeds	5,625,451.77	

BOND SUMMARY STATISTICS

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

Dated Date	08/01/2020
Delivery Date	08/27/2020
Last Maturity	11/01/2040
Arbitrage Yield	1.301181%
True Interest Cost (TIC)	1.402178%
Net Interest Cost (NIC)	1.451596%
All-In TIC	1.640102%
Average Coupon	2.162332%
Average Life (years)	10.639
Weighted Average Maturity (years)	10.313
Duration of Issue (years)	9.366
Par Amount	5,230,000.00
Bond Proceeds	5,672,482.55
Total Interest	1,203,116.67
Net Interest	807,664.90
Bond Years from Dated Date	55,639,777.78
Bond Years from Delivery Date	55,639,777.78
Total Debt Service	6,433,116.67
Maximum Annual Debt Service	399,575.00
Average Annual Debt Service	318,821.86
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	8.992501
Total Underwriter's Discount	8.992501
Bid Price	107.561219

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Tax & Rev Certificates of Obligation, Series 2020	5,230,000.00	108.460	2.162%	10.639	5,134.25
	5,230,000.00			10.639	5,134.25

BOND SUMMARY STATISTICS

City of Alvin, Texas  
 Tax and Revenue Certificates of Obligation, Series 2020

Final Debt Service Numbers  
 Initial Purchaser: Robert W. Baird & Co.

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,230,000.00	5,230,000.00	5,230,000.00
+ Accrued Interest			
+ Premium (Discount)	442,482.55	442,482.55	442,482.55
- Underwriter's Discount	-47,030.78	-47,030.78	
- Cost of Issuance Expense		-122,530.00	
- Other Amounts			
Target Value	5,625,451.77	5,502,921.77	5,672,482.55
Target Date	08/27/2020	08/27/2020	08/27/2020
Yield	1.402178%	1.640102%	1.301181%

# RatingsDirect®

---

## Summary:

# Alvin, Texas; General Obligation

### Primary Credit Analyst:

Rob M Marker, Centennial + 1 (303) 721 4264; Rob.Marker@spglobal.com

### Secondary Contact:

Alex Louie, Centennial 303-721-4559; alex.louie@spglobal.com

## Table Of Contents

---

Rating Action

Stable Outlook

Credit Opinion

## Summary:

# Alvin, Texas; General Obligation

### Credit Profile

US\$5.5 mil tax and rev certs of oblig ser 2020 dtd 08/01/2020 due 11/01/2040

*Long Term Rating* AA/Stable New

Alvin tax and rev certs of oblig

*Long Term Rating* AA/Stable Affirmed

Alvin GO

*Long Term Rating* AA/Stable Affirmed

### Rating Action

S&P Global Ratings assigned its 'AA' long-term rating to the City of Alvin, Texas' \$5.5 million series 2020 tax and revenue certificates of obligation. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the city's previously issued general obligation (GO) bonds and certificates of obligation. The outlook is stable.

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

Inclusive of the series 2020 issuance, the city will have approximately \$24.5 million of net direct debt. We understand the proceeds will fund road and park improvement projects.

### Credit overview

Residential and commercial construction in Alvin remains robust despite the severity of the Covid-19 driven recession. (see "The U.S. Faces A Longer And Slower Climb From The Bottom," published June 25, 2020, on RatingsDirect). Continued development has led to consistent tax base and revenue growth. Combined with very strong management policies and prudent spending, the city has added to its reserve position five consecutive years, providing a high level of budgetary flexibility, which we believe puts the city in an advantageous position as the recession continues. Officials report minimal disruption to the operations of its primary taxpayers as a result of the recession so far. Sales tax collections remain strong, with projections to end the year slightly above 2019 levels.

Moreover, the majority of its revenues come from property taxes, which should remain stable in the short-term. Therefore, we view the credit as stable despite the risks and uncertainty associated with Covid-19. We anticipate that its strong reserves, stable tax base, and strong management policies will aid the city through the recession with minimal disruption to its key credit metrics over our outlook horizon. Therefore, we do not expect to change our rating during the next two years. Although our outlook is generally for two years, we recognize the potential for downside risk because of COVID-19 and the related recession during the next six months to 12 months.

The rating reflects our view of the city's:

- Adequate economy, with projected per capita effective buying income at 87.7% and market value per capita of \$50,544 and access to a broad and diverse MSA;
- Very strong management, with strong financial policies and practices under our financial management assessment methodology;
- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 70.1% of operating expenditures;
- Very strong liquidity, with total government available cash at 225.2% of total governmental fund expenditures and 59.2x governmental debt service, and access to external liquidity we consider strong;
- Adequate debt and contingent liability position, with debt service carrying charges at 3.8% of expenditures and net direct debt that is 102.7% of total governmental fund revenue; and
- Strong institutional framework score

### **Environmental, social and governance (ESG) factors**

Our rating and analysis incorporate our view of the health and safety risks posed by the COVID-19 pandemic, which we believe could pressure city budgets in the short term to medium term. Also, the city's location near the Gulf Coast makes it susceptible to severe weather events, including tropical storms and hurricanes; however, healthy reserves are available to provide support during such emergencies. Overall, we consider the city's social and governance risks in line with that of the sector.

## **Stable Outlook**

### **Downside scenario**

We could lower the rating if the city's budgetary performance were to weaken, leading to sustained operating deficits and a resulting decline in reserves to a level below its formal reserve policy. We could also consider a lower rating if debt issuances outpace tax base growth leading to significant deterioration to the city's debt and contingent liability profile.

### **Upside scenario**

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

## Credit Opinion

### Adequate economy

Officials note that the economy has been resilient since the onset of the Covid-19 pandemic. Many of its larger taxpayers are classified as essential and remained open throughout the mandated closures. Those that were required to close, including retail shops and restaurants, have reopened. However, with cases surging, particularly in Texas, the risk of additional business closures remains a possibility. We will continue to monitor the effects of the recession on the city's economy, but expect it will at least remain stable over our outlook horizon.

We consider Alvin's economy adequate. The city, with an estimated population of 29,087, is located in Brazoria County in the Houston-The Woodlands-Sugar Land MSA, which we consider broad and diverse. The city has a projected per capita effective buying income of 87.7% of the national level and per capita market value of \$50,544. Overall, the city's market value grew by 8.2% over the past year to \$1.4 billion in 2019. The county unemployment rate was 4.2% in 2019; however, as of April 2020 has risen to 13.4%, reflecting the severity of the recession.

Alvin encompasses approximately 15 square miles in northeast Brazoria County, about 25 miles southeast of downtown Houston. Industries driving the regional economy include chemical manufacturing, petroleum processing, advanced manufacturing, health care, retail, and education. The tax base is diverse, with the 10 leading taxpayers responsible for 7.9% of AV. Leading that group is an industrial manufacturing company, a utility firm, and an oil and gas company. Officials note the oil and gas activity in the area is almost exclusively mid-stream operations that have not realized any material disruption so far from the significant drop in oil prices beginning in March. Very little of the city's AV is tied directly to mineral values. Leading employers include Alvin ISD (3,648 employees), Empereon Constar, a financial services firm (700), and INEOS Olefins & polymers, a chemical products company (575).

Residential and commercial growth remains strong as developers continue expansion projects throughout the Houston MSA. Officials report that over 200 residential properties were constructed during 2019, adding roughly \$40 million to the city's tax base. Currently, close to 300 residential lots are in varying stages of completion throughout many of the city's neighborhoods. Commercial development has also remained steady. Officials note that between new construction and improvements, commercial properties added \$20 million to the tax base in 2019. Future projects include a new Chick-fil-A restaurant, Bluwave Carwash, and a new retail center that will house multiple restaurants and additional retail space. The ongoing development projects have generally led to strong AV growth, increasing by 27% since 2015, or on average, 5% per year. Preliminary unadjusted AV values for 2021 are up 23% from the prior year. While this excludes exemptions, officials still project a 17% increase raising total AV to roughly \$1.7 billion.

### Very strong management

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

Key practices include:

- Use of 5 years of historical property tax revenue, AV growth, sales tax trends, and expense data, as well as

discussions with the appraisal office when formulating its budget assumptions;

- Monthly budget-to-actual results shared with council and amendments done as necessary;
- Quarterly investment and holdings reports shared with council per its formal investment policy which follows state guidelines;
- Formal reserve policy to maintain an unassigned fund balance above 25% of expenditures which it is currently exceeding;
- Formal debt management policy identifying types of issuable debt, and quantitative metrics including minimum present value savings required on refunding and targeted amortization schedules;
- Maintenance of a 5-year capital improvement plan, identifying project costs and funding sources; and
- An annually updated long-range financial forecast, projecting revenues and expenditures through 2024.

### **Strong budgetary performance**

Alvin's budgetary performance is strong, in our opinion. Our assessment considers our view that the pandemic and recession pose an event risk that could increase performance volatility for cities over the medium term. The city reported operating surpluses of 15.5% in the general fund and 6.8% across all government funds in 2019. In our calculations, we have adjusted the town's revenues and expenditures to treat recurring transfers as either revenues or expenditures, and eliminated significant one-time expenditures funded through cash-on-hand or debt proceeds.

Five consecutive general fund surpluses demonstrate the city's ability to spend prudently and build its fund balance. Budgets are constructed with conservative estimates, typically resulting in positive variances between the budget and actual results. The 2019 results were consistent with this trend, and both revenues and expenditures outperformed. Property taxes are consistently the city's most significant source of operating revenues, representing 59% of 2019 totals, followed by sales taxes (16%), and franchise fees (8%). Interfund transfers are another vital aspect of the city's revenue, supported by its various utility operations.

Expectations are to end the current year with a surplus of roughly \$0.5 million. Sales tax collections were slightly up during the first half of the year, and officials currently project higher collections at year-end than realized in 2019. Management attributes the results to the city's limited reliance on the industries hit the hardest by the recession, such as tourism, hospitality, and restaurants. Moreover, with the majority of its revenues coming from the residential sector, expectations are that finances will remain strong.

In planning for the 2021 year, officials are projecting minimal sales tax growth and balanced operations. Officials will continue to monitor events related to Covid-19 and make adjustments as needed. Provided the city's conservative budgeting history and strong management policies, we anticipate if revenue shortfalls are more severe than expected, management will prudently make offsetting adjustments to expenditures, ensuring maintenance of its healthy reserve levels.

### **Very strong budgetary flexibility**

Alvin's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 70.1% of operating expenditures, or \$11.8 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

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

### **Very strong liquidity**

In our opinion, Alvin's liquidity is very strong, with total government available cash at 225.2% of total governmental fund expenditures and 59.2x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary provided its frequent issuance of tax- and revenue-backed bonds during the past 20 years.

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

All of the city's investments comply with Texas statutes and the city's internal investment policy. At fiscal year-end 2019, the city's investments comprised of certificates of deposit (CDs) and state investment pools, which we do not consider aggressive.

The city has one privately placed debt obligations totaling \$3.9 million, or 6% of total direct debt. The private placements contain no provisions that we view as a potential liquidity risk.

### **Adequate debt and contingent liability profile**

In our view, Alvin's debt and contingent liability profile is adequate. Total governmental fund debt service is 3.8% of total governmental fund expenditures, and net direct debt is 102.7% of total governmental fund revenue.

We adjusted the city's debt for \$15.8 million of GO debt that is supported by utilities. The annual debt burden on the governmental funds is expected to remain relatively low, as the significant portion of Alvin's debt outstanding will continue to be supported by the enterprise funds. The city performs water rate studies to ensure rates are sufficient to generate sufficient revenue to maintain the self-supporting nature of its utility debt. The city plans to issue a total of roughly \$7 million in additional certificates of obligation over the next five years; however, we do not expect it will materially change the city's debt profile.

### **Pension and other postemployment benefits**

Alvin's combined required pension and actual OPEB contributions totaled 8.2% of total governmental fund expenditures in 2019, and the town made its full required pension contribution.

The city participates in:

- Texas Municipal Retirement System (TMRS), which was 81.4% funded, with a net pension liability equal to \$12.1, on Dec. 31, 2018, the latest measurement date;
- Texas Emergency Services Retirement System (TESRS), which was 80.3% funded, with a net pension liability equal to \$617,000, on Aug. 31, 2018, the latest measurement date.

Under state law governing TMRS, an actuary determines the contribution rate annually. Actuarial assumptions include a 6.75% discount, which we view as aggressive, representing market risk and resulting in contribution volatility if TMRS fails to meet assumed investment targets. TESRS' monthly contribution requirement per

active-emergency-services personnel is not actuarially determined. Rather, TESRS' board of trustees set minimum-contribution provisions; there is no maximum contribution.

The city also participates in the cost-sharing, multiple-employer defined benefit group-term life insurance coverage to both current and retired employees, which is operated by TMRS, known as the Supplemental Death Benefits Fund. The city may terminate coverage and discontinue participation by adopting an ordinance before Nov. 1 of any year to be effective the following Jan. 1. The city has historically contributed 100% of the contractually required rate as determined by an annual actuarial valuation. As of Dec. 31, 2018, actuarial valuation, the city's net other postemployment benefit liability was \$554,014, using a 3.71% discount rate.

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.

**CITY OF ALVIN, TEXAS**  
**TAX & REVENUE CERTIFICATES OF OBLIGATIONS, SERIES 2020**  
**S&P “AA”**  
**COUNCIL MEETS 1<sup>ST</sup> & 3<sup>RD</sup> THURSDAY OF THE MONTH (7:00PM)**

Draft 4  
5/27/2020

**Tentative Timetable of Events**

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

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

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

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

Complete By	Day	Event	Parties
May 15	Friday	Send first draft of certificate documents to working group for comments.	FA
June 1	Monday	Comments due on the first draft of certificate documents.	All
June 4	Thursday	City Council approves the Notice of Intent (NOI) to issue Tax & Revenue Certificates of Obligation, Series 2020 (the Certificates).	C, BC,FA
June 5	Friday	City posts the NOI on the City website. (Posting must remain on the City's website until after the Certificate sale date.)	C
June 5	Friday	Send first draft Certificate documents to Standard & Poor's Rating Services for review. Request rating call.	FA
June 10	Wednesday	City provides NOI to the Alvin Sun for publication.	C
June 14	Sunday	City publishes the first NOI in the local paper.	C, BC
June 21	Sunday	City publishes the second NOI in the local paper.	C, BC
June 29	Monday	Rating call with City Officials, Financial Advisor and S&P Monday, June 29, 2020.	C, FA
July 10	Friday	Send second draft of Certificate documents for comments.	FA
July 23	Thursday	Receive S&P verbal rating.	FA
July 23	Thursday	Comments due on second draft of Certificate documents.	All

July 28	Tuesday	Print and mail POS ó IPREO, Bloomberg, MAC.	FA
July 28	Tuesday	Request CUSIPs.	FA
August 6	Thursday	Competitive sale (Bids received until 10:00 a.m.).	All
August 6	Thursday	City Council adopts Ordinance authorizing the Certificates.	All
August 7	Friday	Distribute draft of Final Official Statement (óOSö).	FA
August 12	Wednesday	Comments due on draft OS.	ALL
August 13	Thursday	Print and mail Final OS.	FA
August 27	Thursday	Deliver Certificates.	C, BC

---

Legend

City of Alvin  
 Bracewell  
 US Capital Advisors

---

Issuer (C)  
 Bond Counsel (BC)  
 Financial Advisor (FA)

---

This presentation is provided by U.S. Capital Advisors LLC, on behalf of itself and its subsidiaries, USCA Municipal Advisors LLC, USCA Securities LLC, and USCA RIA LLC (collectively “USCA”). The material herein is based on information obtained from sources generally believed to be reliable; however, USCA cannot guarantee its accuracy or completeness. This presentation is in summary form and does not purport to be complete. Actual events may differ from assumptions herein, and such changes may have a material effect on results. Nothing in this presentation shall form the basis of any contract or commitment nor constitute investment advice or a recommendation to purchase or sell any security. Municipal advisory services offered through USCA Municipal Advisors LLC, registered MSRB; Securities offered through USCA Securities LLC, member FINRA/SIPC; Investment advisory services offered through USCA RIA LLC and USCA Asset Management LLC.



# AGENDA COMMENTARY

---

**Meeting Date:** 8/6/2020

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Discuss and take a record vote to propose a tax rate of \$0.7680 per \$100 of assessed valuation, which is a tax increase of 6.85% above the *No New Revenue Rate*, to be adopted at a future meeting.

---

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

---

**Summary:** The tax rate adoption process consists of the comparison of four (4) rates: the *No New Revenue Rate*, the *Voter Approval Rate*, the *De Minimis Rate* and the *City's Proposed Tax Rate*.

The *No New Revenue Rate* (\$0.718765 per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2019 tax year (FY20) and the 2020 tax year (FY21).

The *Voter Approval Rate* (\$0.804325 per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the rate.

The *De Minimis Rate* (.978801 per \$100 of assessed valuation) is a hypothetical benchmark tax rate that allows cities (under 30,000 in population) to adopt a tax rate that generates \$500,000 more in property tax revenue than the previous year. The de minimis rate is designed to give cities some relief from the 3.5 percent Voter - Approval Tax Rate -- allowing a small city to exceed the *Voter Approval Rate* of 3.5% and not require an election.

The *Proposed Tax Rate* (\$0.768000 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services, and paying the annual principal and interest on bonds and other debt secured by property tax revenues. The additional revenue (above the No New Revenue rate) that will be generated is proposed to be used for the following projects and operational costs up for your consideration in FY21:

- Additional personnel:
  - Five Patrol Officers
  - One Assistant City Engineer
  - One Kennel Technician
  - One Permit Coordinator
  - One Meter Technician
- Pool Renovations
- Utility Equipment
- Competitive compensation for city personnel

According to the Local Government Code, when a city initially proposes a tax rate that exceeds the lower of the *Voter Approval Rate* or the *No New Revenue Rate*, the city council must vote to place a proposal to adopt

the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule one public hearing on the City's proposed tax rate.

For FY21, staff is proposing to lower the City's current tax rate by 1 (one) cent – from **0 77 0** per \$100 of taxable assessed valuation to **0 7 0** per \$100 of taxable assessed valuation. Because the City's *Proposed Tax Rate* exceeds the lower of the No New Revenue Rate or the Voter Approval Rate, one (1) public hearing is required to be held before adopting the proposed tax rate. This public hearing is scheduled for August 20, 2020.

The City Council will consider adopting the City's "final" tax rate at the regular meeting of the City Council on September 3, 2020, at 7:00 p.m.

---

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 7/29/2020 SLH

---

**Supporting documents attached:**

- Tax Rate Calculation Worksheet

---

**Recommendation:** Move to propose a tax rate of \$0.7680 per \$100 of assessed valuation, which is a tax increase of 6.85% above the *No New Revenue tax rate*, to be adopted at a future meeting.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

# Taxing Units Other Than School Districts or Water Districts

## 2020 Tax Rate Calculation Worksheet

Date: 07/29/2020 11:26 AM

2020 CITY OF ALVIN

281-388-4200

Taxing Unit Name

Phone (area code and number)

216 W Sealy, Alvin, TX, 77511

<http://www.alvin-tx.gov/>

Taxing Unit Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller For 50-859 *Tax Rate Calculation Worksheet for School Districts*.

Water districts as defined under Water Code Section 49.001(1) should use Comptroller Form 50-858 *Water District Rollback Tax Rate Worksheet*. All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### STEP 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both year.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operation taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Rate Activity	Amount/Rate
1.	<b>2019 total taxable value.</b> Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).	\$1,467,704,056
2.	<b>2019 tax ceilings.</b> Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step	\$0
3.	<b>Preliminary 2019 adopted taxable value.</b> Subtract Line 2 from Line 1.	\$1,467,704,056
4.	<b>2019 total adopted tax rate</b>	\$.778000
5.	<b>2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value:</b>	
	A. <b>Original 2019 ARB values:</b>	\$0
	B. <b>2019 values resulting from final court decisions:</b>	\$0
	C. <b>2019 value loss.</b> Subtract B from A.[3]	\$0
6.	<b>2019 taxable value subject to appear under Chapter 42, as of July 25.</b>	
	A. <b>2019 ARB certified value</b>	

Line	No-New-Revenue Rate Activity	Amount/Rate
		0
	<b>B. 2019 disputed value</b>	0
	<b>C. 2019 undisputed value</b> Subtract B from A	0
7.	<b>2019 Chapter 42-related adjusted values.</b> Add Line 5 and 6	0
8.	<b>2019 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and Line 7	\$1,467,704,056
9.	<b>2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2019.</b> Enter the 2019 value of property in deannexed territory.[5]	\$0
10.	<b>2019 taxable value lost because property first qualified for an exemption in 2020.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.	
	<b>A. Absolute exemptions.</b> Use 2019 market value:	\$381,426
	<b>B. Partial exemptions.</b> 2020 exemption amount or 2020 percentage exemption times 2019 value:	\$6,854,609
	<b>C. Value loss.</b> Add A and B.[6]	\$7,236,035
11.	<b>2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020.</b> Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.	
	<b>A. Use 2019 market value:</b>	\$358,264
	<b>B. 2020 productivity or special appraised value:</b>	\$2,390
	<b>C. Value loss.</b> Subtract B from A.	\$355,874
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$7,591,909
13.	<b>Adjusted 2019 taxable value.</b> Subtract Line 12 from Line 8	\$1,460,112,147
14.	<b>Adjusted 2019 taxes.</b> Multiply Line 4 by Line 13 and divide by \$100	\$11,359,672
15.	<b>Taxes refunded for years preceding tax year 2019.</b> Enter the amount of taxes refunded by the district for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019. [8]	\$14,795
16.	<b>Taxes in tax increment financing (TIF) for tax year 2019</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.[9]	\$521,000
17.	<b>Adjusted 2019 levy with refunds and TIF adjustment.</b> Add Lines 14, and 15, subtract Line 16.	\$10,853,467
18.	<b>Total 2020 taxable value on the 2020 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]	
	<b>A. Certified values</b>	\$1,425,165,437
	<b>B. Counties</b> Include railroad rolling stock values certified by the Comptroller's office	\$0
	<b>C. Pollution control and energy storage system exemption</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property	\$0
	<b>D. Tax increment financing</b> Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.[12]	\$81,610,202

Line	No-New-Revenue Rate Activity	Amount/Rate
	<b>E. Total 2020 value</b> Add A and B, then subtract C and D	\$1,343,555,235
19.	<b>Total value of properties under protest or not included on certified appraisal roll. [13]</b>	
	<b>A. 2020 taxable value of properties under protest</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest [14]	\$218,625,701
	<b>B. 2020 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15]	\$0
	<b>C. Total value under protest or not certified.</b> Add A and B.	\$218,625,701
20.	<b>2020 tax ceilings.</b> Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.	\$0
21.	<b>2020 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20C.	\$1,562,180,936
22.	<b>Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019.</b> Include both real and personal property. Enter the 2020 value of property in territory annexed. [18]	\$10,508,070
23.	<b>Total 2020 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2020. [19]	\$41,657,945
24.	<b>Total adjustments to the 2020 taxable value.</b> Add Lines 22 and 23.	\$52,166,015
25.	<b>Adjusted 2020 taxable value.</b> Subtract Line 24 from Line 21.	\$1,510,014,921
26.	<b>2020 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100.	\$.718766 /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate	\$.718765 /\$100

[1]Tex. Tax Code Section

[2]Tex. Tax Code Section

[3]Tex. Tax Code Section

[4]Tex. Tax Code Section

[5]Tex. Tax Code Section

[6]Tex. Tax Code Section

[7]Tex. Tax Code Section

[8]Tex. Tax Code Section

[9]Tex. Tax Code Section

[10]Tex. Tax Code Section

[11]Tex. Tax Code Section

[12]Tex. Tax Code Section

[13]Tex. Tax Code Section

[14]Tex. Tax Code Section

[15]Tex. Tax Code Section

[16]Tex. Tax Code Section

[17]Tex. Tax Code Section

[18]Tex. Tax Code Section

[19]Tex. Tax Code Section

[20]Tex. Tax Code Section

[21]Tex. Tax Code Section

**STEP 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

**1. Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

**2. Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter Approval Tax Rate Activity	Amount/Rate
28.	<b>2019 M&amp;O tax rate.</b> Enter the 2019 M&O tax rate.	\$.685623
29.	<b>2019 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	1,467,704,056
30.	<b>Total 2019 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	10,062,916
31.	<b>Adjusted 2019 levy for calculating NNR M&amp;O rate.</b> Add Line 31E to Line 30.	12,294,986
	<b>A. 2019 sales tax specifically to reduce property taxes.</b> For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	2,677,116
	<b>B. M&amp;O taxes refunded for years preceding tax year 2019.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019	13,434
	<b>C. 2019 taxes in TIF:</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0	458,480
	<b>D. 2019 transferred function:</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	0
	<b>E. 2019 M&amp;O levy adjustments.</b> Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function	2,232,070
32.	<b>Adjusted 2020 taxable value.</b> Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	1,510,014,921
33.	<b>2020 NNR M&amp;O rate (unadjusted)</b> Divide Line 31 by Line 32 and multiply by \$100.	0.814229
34.	<b>Rate adjustment for state criminal justice mandate.</b> Enter the rate calculated in C. If not applicable, enter 0.	0.000000
	<b>A. 2020 state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	0
	<b>B. 2019 state criminal justice mandate</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	0

Line	Voter Approval Tax Rate Activity	Amount/Rate
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
35.	<b>Rate adjustment for indigent health care expenditures</b> Enter the rate calculated in C. If not applicable, enter 0	0.000000
	<b>A. 2020 indigent health care expenditures</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose	0
	<b>B. 2019 indigent health care expenditures</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
36.	<b>Rate adjustment for county indigent defense compensation</b> Enter the lessor of C and D. If not applicable, enter 0	0.000000
	<b>A. 2020 indigent defense compensation expenditures</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose	0
	<b>B. 2019 indigent defense compensation expenditures</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100	0.000000
37.	<b>Rate adjustment for county hospital expenditures.</b> Enter the lessor of C and D, if applicable. If not applicable, enter 0.	0
	<b>A. 2020 eligible county hospital expenditures</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020	0
	<b>B. 2019 eligible county hospital expenditures</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100	0.000000
38.	<b>Adjusted 2020 NNR M&amp;O rate.</b> Add Lines 33, 34, 35, 36, and 37	0.814229
39.	<b>2020 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit</b> If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08 <b>-or-</b> <b>Other Taxing Unit</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. <b>-or-</b> <b>Taxing unit affected by disaster declaration</b> If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. [27]	0.842727
40.	<b>Total 2020 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.	

Line	Voter Approval Tax Rate Activity	Amount/Rate
	<b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount	2,118,148
	<b>B. Subtract unencumbered fund amount</b> used to reduce total debt.	0
	<b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none)	0
	<b>D. Subtract amount paid</b> from other resource	0
	<b>E. Adjusted debt</b> Subtract B, C and D from A	2,118,148
41.	<b>Certified 2019 excess debt collections</b> Enter the amount certified by the collector.	0
42.	<b>Adjusted 2020 debt</b> Subtract Line 41 from Line 40E	2,118,148
43.	<b>2020 anticipated collection rate.</b> . If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%	102.28
	<b>A.</b> Enter the 2020 anticipated collection rate certified by the collector	102.28
	<b>B.</b> Enter the 2019 actual collection rate	103.42
	<b>C.</b> Enter the 2018 actual collection rate	102.28
	<b>D.</b> Enter the 2017 actual collection rate	109.53
44.	<b>2020 debt adjusted for collections.</b> Divide Line 42 by Line 43.	2,070,930
45.	<b>2020 total taxable value.</b> Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	1,562,180,936
46.	<b>2020 debt rate</b> Divide Line 44 by Line 45 and multiply by \$100.	0.132566
47.	<b>2020 voter-approval tax rate</b>	0.975293
48.	<b>COUNTIES ONLY</b>	0.975293
STEP 3 NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales tAx to Reduce Property Taxes		

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	<b>Taxable sales.</b> For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	0
50.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <b>Taxing units that adopted the sales tax in November 2019 or in May 2020.</b> Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95[3] <b>-or-</b> <b>Taxing units that adopted the sales tax before November 2019.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	2,670,816
51.	<b>2020 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet.</i>	1,562,180,936
52.	<b>Sales tax adjustment rate.</b> Divide Line 50 by Line 51 and multiply by \$100.	0.170968
53.	<b>2020 NNR tax rate, unadjusted for sales tax.[35]</b> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet.</i>	\$.718765
54.	<b>2020 NNR tax rate, adjusted for sales tax.</b> Subtract Line 52 from Line 55.	
55.	<b>2020 voter-approval tax rate, unadjusted for sales tax.[36]</b> Enter the rate from	0.975293

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
	Line 47 or Line 48 as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>	
56.	<b>2020 voter-approval tax rate, adjusted for sales tax.</b> <b>Subtract Line 52 from Line 55.</b>	0.804325

[37]Tex. Tax Code Section [38]Tex. Tax Code Section

STEP 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Activity	Amount/Rate
57.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> [6] Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its tax assessor collector with a copy of the letter.[7]	\$0
58.	<b>2020 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	
59.	<b>Additional rate for pollution control.</b> Divide Line 57 by Line 58 and multiply by \$100.	0.000000
60.	<b>2020 voter-approval tax rate, adjusted for pollution control.</b> Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	

[37]Tex. Tax Code Section

[38]Tex. Tax Code Section

STEP 5: Voter-Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.[39] In a year where a special taxing unit adopts a rate above the voter-approval tax rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero. Consult with legal counsel to ensure appropriate calculation of the unused increment rate.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.[40]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
61.	<b>2019 unused increment rate.</b> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
62.	<b>2018 unused increment rate.</b> Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
63.	<b>2017 unused increment rate.</b> Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
64.	<b>2020 unused increment rate.</b> Add Lines 61, 62 and 63.	0.000000
65.	<b>2020 voter-approval tax rate, adjusted for unused increment rate.</b> Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	0.000000

STEP 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no=new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.[42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
66.	<b>Adjusted 2020 NNR M&amp;O tax rate.</b> Enter the rate from Line 38 of the <i>Voter-Approval Tax Rate Worksheet</i>	0.814229
67.	<b>2020 total taxable value</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	1,562,180,936
68.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 67 and multiply by \$100.	0.032006
69.	<b>2020 debt rate</b> Enter the rate from Line 46 of the <i>Voter- Approval Tax Rate Worksheet</i>	0.132566
70.	<b>De minimis rate</b> Add Lines 66, 68 and 69.	0.978801

STEP 7: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

<b>No-new-revenue tax rate</b>	0.718765
<b>Voter-Approval Tax Rate</b>	0.804325
<b>De minimis rate</b>	0.978801

STEP 8: Taxing Unit Representative Name and Signature

print here \_\_\_\_\_  
 Printed Name of Taxing Unit Representative

sign here \_\_\_\_\_  
 Taxing Unit Representative

\_\_\_\_\_ Date



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider setting one (1) public hearing concerning the proposed tax rate on Thursday, August 20, 2020, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas, or possible virtual meeting due to the COVID-19 pandemic.

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

**Summary:** The City’s proposed tax rate exceeds the No New Revenue tax rate, but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council to set (1) public hearing on the proposed tax rate.

The City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 3, 2020, at 7:00 p.m.

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 7/29/2020 SLH

**Supporting documents attached:**

- Notice of Public Hearing on Tax

**Recommendation:** Move to set one (1) public hearing concerning the proposed tax rate on Thursday, August 20, 2020, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas, or via virtual meeting due to the COVID-19 pandemic.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE	0.768000 per \$100
NO-NEW REVENUE TAX RATE	0.718765 per \$100
VOTER-APPROVAL TAX RATE	0.804325 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2019 tax year and the 2020 tax year.

A public hearing on the proposed tax rate will be held on August 20, 2020 at 7:00pm at City Hall located at 126 W Sealy in Alvin Texas 77511.

## YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

**The members of the governing body voted on the proposed tax increase as follows:**

**FOR:**

**AGAINST:**

**PRESENT and not voting:**

**ABSENT:**

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**

**The following table compares the taxes imposed on the average residence homestead by CITY OF ALVIN last year to the taxes proposed to be imposed on the average residence homestead by CITY OF ALVIN this year:**

	2019	2020	Change
Total Tax Rate (per \$100 of value)	0.778000	0.768000	<i>decrease of</i> -\$0.010000 OR    -1.29%
Average homestead taxable value	157,286	171,596	<i>increase of</i> 9.09%
Tax on average homestead	1223.69	1317.86	<i>increase of</i> \$94 OR    7.69%
Total tax levy on all properties	11,433,532	11,997,549	<i>increase of</i> \$564,018 OR    4.93%

**For assistance with tax calculations, please contact the tax assessor for CITY OF ALVIN at 979-864-1320 or [roving@brazoria-county.com](mailto:roving@brazoria-county.com), or visit <https://www.brazoriacountytx.gov/departments/tax-office> for more information.**



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle H. Segovia, City Engineer

**Agenda Item:** Consider Ordinance 20-T, granting a permit to Baymark Pipeline, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.

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

**Summary:** Baymark Pipeline, LLC. is proposing the construction of a 12” Ethylene Pipeline in an existing pipeline right-of-way (south of the Kendall Lakes Subdivision). This line will extend 91 miles from LaPorte, Texas (Bayport) to Markham, Texas, with approximately 1.55 miles of it being within the City Limits of Alvin. Construction is scheduled to begin upon permit approval and is expected to reach completion in the fourth quarter of 2021. The proposed overall alignment of the line is shown on Exhibit (ii) of the attached application.

Baymark Pipeline, LLC., through its right-of-way agent Percheron, LLC., has submitted all required information as required by Chapter 16 Article IV Pipelines of the City’s Code of Ordinances.

Staff recommends approval of Ordinance 20-T.

**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:** 7/30/2020 SLH

**Supporting documents attached:**

- Ordinance 20-T
- Exhibit A
- Baymark Pipeline, LLC. Permit Application

**Recommendation:** Move to approve Ordinance 20-T, granting a permit to Baymark Pipeline, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty

of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO 20 T**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING A PERMIT TO BAYMAR PIPELINE, LLC TO CONSTRUCT CERTAIN PIPELINE FACILITIES IN CERTAIN PROPERTY OR RIGHTS OF WAY OF THE CITY REGULATING SUCH CONSTRUCTION, THE DATE OF COMPLETION, AND THE LOCATIONS OF STREET CROSSINGS PROVIDING FOR A NOTICE TO PROCEED, FEES, DEPOSITS, INSURANCE, AND A GUARANTY OF PERFORMANCE PROVIDING FOR NON AIVER BY THE CITY REGULATING CONFLICTING TERMS OF LA S PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED 1,000 00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF PROVIDING FOR SEVERABILITY AND OTHER MATTERS RELATED THERETO**

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

**Se tion 1** In accordance with the Alvin Pipeline Ordinance, Chapter 16, Article IV of the Alvin Code of Ordinances, the City Council for the City of Alvin hereby grants a permit to Baymark Pipeline, LLC (“User”) to construct the pipeline facilities described on Exhibit “A” hereto in, under, and across the rights-of-way of the City at the locations shown on Exhibit “A” hereto.

**Se tion 2** Said pipeline facilities shall be constructed according to the attached Exhibit “A” and all applicable law.

**Se tion 3** Said pipeline facility shall be completed no later than December 31, 2021.

**Se tion** The points at which the pipeline facilities may cross the City’s rights-of-way are specified on the attached Exhibit “A.”

**Se tion** No construction of said pipeline facilities shall begin until the City has issued a notice to proceed pursuant to the Pipeline Ordinance, after User has filed with the City proof of insurance, a guaranty of performance, and all applicable fees and deposits, all pursuant to the Pipeline Ordinance of the City.

**Se tion** This Ordinance shall not waive or impair any of the requirements of the Pipeline Ordinance of the City. This Ordinance is subject to the terms of the Pipeline Ordinance. However, in the event of a conflict of terms, the more restrictive provision that provides greater protection to the City and its property shall govern and control.

**Se tion 7** This Ordinance is expressly conditioned upon compliance with the Alvin Pipeline Ordinance and other applicable city ordinances, including but not limited to, Alvin City Code, Chapter 24, Traffic, Article III, Commercial Motor Vehicles. If any provision of the Pipeline Ordinance is not followed, a permit for the construction of facilities or this franchise

may be revoked. If a person has not followed the terms and conditions of the Pipeline Ordinance with respect to work done pursuant to a prior permit, new permits may be denied, or additional terms may be required.

**Section** If any part of this Ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

**Section** This Ordinance shall be effective when it has been passed and adopted by the City and has been accepted by the User as shown by User's signature hereon. This Ordinance shall be void unless User signs it within thirty days of its passage and adoption. By signing this Ordinance, User also represents, warrants, and agrees that User shall comply with this Ordinance, the Pipeline Ordinance, and all applicable law concerning the subject matter of this Ordinance.

**Section 10 Penalty.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$1000.00. Each day of violation shall constitute a separate offense. Additionally, civil remedies and penalties may be imposed for violation of any provision of ordinance pursuant to Section 16-87.

**Section 11 Repealing Clause.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 12. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Alvin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 13 Open Meetings Act** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on the 6<sup>th</sup> day of August 2020.

**CITY OF ALVIN, TEXAS:**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Suzanne Hanneman, City Attorney

**PERMIT USER – Baymar Pipeline, LLC:**

**ATTEST:**

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

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

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	1195+36 THE ESTATE OF GEORGE A. BOFYSIL, JR. 30' WIDE PERMANENT EASEMENT	1195+36 TOP OF SLOPE 1196+26 TRANSMISSION TOWER NO. 0107 21' RT.
	1209+29 F.M. 528 (W. PARKWOOD AVE.) 30' WIDE PERMANENT EASEMENT	1200+82 TOP OF SLOPE 1201+32 STREAM S2119 1201+37 C/L DICKINSON BAYOU NO. 2 1201+49 STREAM S2119 1201+85 TOP OF SLOPE 1202+01 U/G GENESIS PIPELINE (3.5' COV.)
	1211+43 GAL, LLC 30' WIDE PERMANENT EASEMENT	1203+79 TRANSMISSION TOWER NO. 0108 20' RT. 1205+17 HDD ENTRY, TEST LEAD 1206+57 HDD ENTRY, TEST LEAD
	1215+05 MANDALE ROAD 30' WIDE PERMANENT EASEMENT	1209+29 PROPERTY LINE, OVERHEAD 1209+32 U/G ENERGY TRANSFER PIPELINE (6.5' COV.) 1209+34 U/G COMMUNICATION CABLE (UNK. COV.) 1209+35 END OF 5" CULVERT 26' RT. 1209+49 C/L BAR DITCH 1210+36 C/L F.M. 528 1210+83 END OF 5" CULVERT 62' RT. 1210+85 EDGE OF ROAD 1211+20 C/L BAR DITCH 1211+42 PLOT OF SLOPE 44' RT. 1211+43 PROPERTY LINE 1211+64 TRANSMISSION TOWER NO. 0109 19' RT.
	1215+42 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT	1214+99 U/G COMMUNICATION CABLE (UNK. COV.) 1215+00 U/G WATER SUPPLY PIPELINE (UNK. COV.) 1215+03 C/L DITCH 1215+13 EDGE OF ROAD 1215+21 C/L COUNTY ROAD MANDALE RD (PAVED) 1215+29 C/L CULVERT 1215+41 C/L CULVERT 1215+42 END OF 30" CULVERT 6' LT., PAVED TO ELECTRIC. 1215+44 U/G COMMUNICATION CABLE (UNK. COV.) 1215+65 COUNTY LINE 1215+91 GATE 1217+13 FENCE CORNER 5' RT. 1217+66 GUY ANCHOR 34' RT. 1218+12 GUY ANCHOR 33' RT. 1218+34 GUY ANCHOR 33' RT.
	1219+36	1218+65 TRANSMISSION TOWER NO. 0110 17' RT. 1219+22 FENCE CORNER 5' RT. 1219+35 GUY ANCHOR 35' RT.

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 18 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.



### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

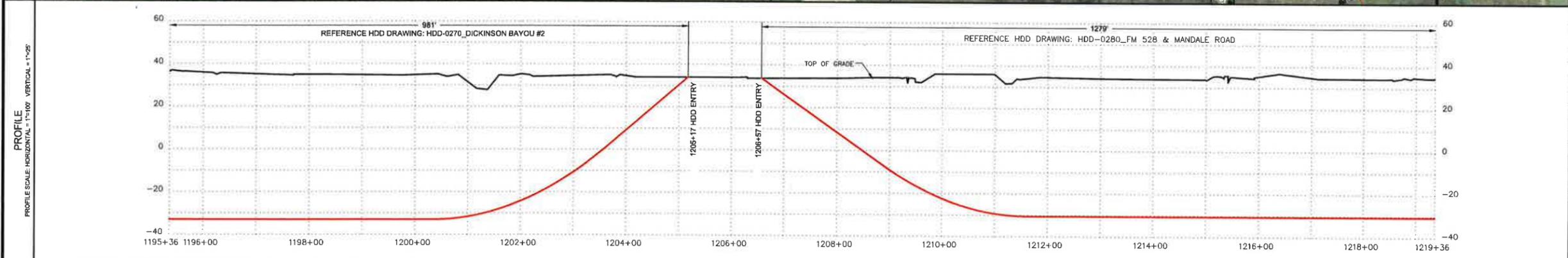
- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOTAG, DWG. 13-2073-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 SHVAC MITIGATION SPECIFICATION, DWG 4.3.6, AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-80, API 5L, PSL2, ERW, PEB, TRL	140'
2	12.75" OD X 0.412" WT, X-80, API 5L, PSL2, ERW, PEB, DRL	2,280'
7	TEST LEAD	2

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID



PIPE DETAIL	MATERIAL / COATING	COVER
1195+36	981' (2)	VARIES
1205+17	140' (1)	48" MINIMUM
1206+57	1279' (2)	VARIES
1219+36		

**ISSUE FOR BID**  
 (03/07/2020)

**811**  
Know what's below. Call before you dig.

**BAYMARK PIPELINE LLC**      **EnSite USA**

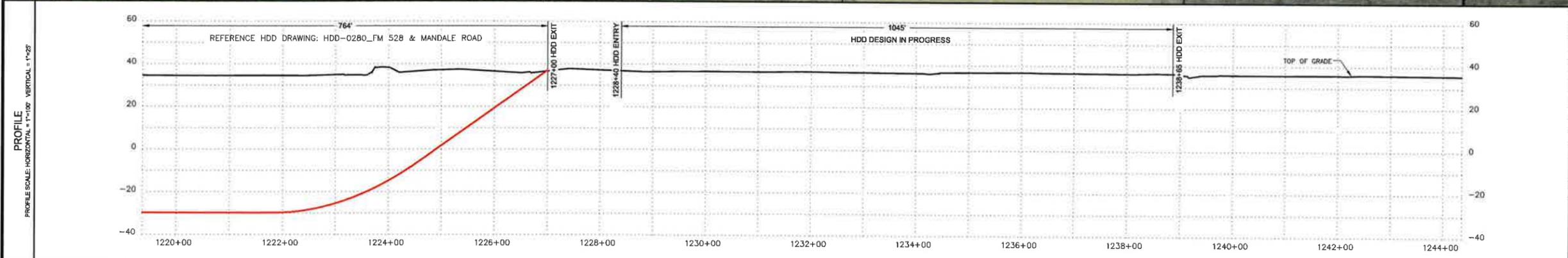
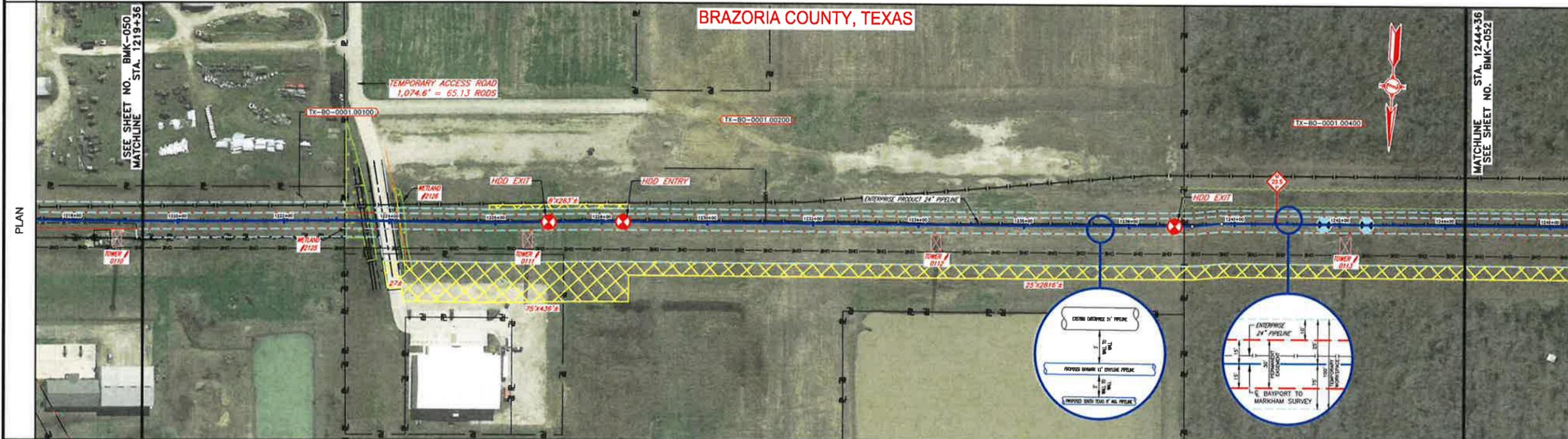
DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/01/2020	A.F.E. A42412
APPD	DATE	JOB NO. 156.6877.0001

PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1195+36 TO STA. 1219+36  
GALVESTON & BRAZORIA COUNTIES, TEXAS

DWG. NO. **BMK-050**      0 REV.

EXHIBIT A

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	TX-B0-0001.00100 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT	1219+36 1223+15
	TX-B0-0001.00200 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT	1228+40 1231+11 1234+26
	TX-B0-0001.00400 PALICIO GATE, LP 30' WIDE PERMANENT EASEMENT	1239+04 1242+00 1244+36



PIPE DETAIL	MATERIAL / COATING	COVER	ENVIRONMENTAL CONDITIONS
	764' (2)	VARIES	WETLANDS / WATER BODIES CONSTRUCTION TECHNIQUES: HDD BUNDLE ESA
	140' (1)	48" MINIMUM	
	1045' (2)	VARIES	
	285' (1)	48" MINIMUM	
	80' (2)	VARIES	
	186' (1)	48" MINIMUM	

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 16 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCONTAG, DWG. 13-2073-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 SHVAC MITIGATION SPECIFICATION, DWG 4.3.B. AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-40, API 5L, PSL2, ERW, PEB, TRL	811'
2	12.75" OD X 0.472" WT, X-40, API 5L, PSL2, ERW, PEB, DRL	1,899'
7	TEST LEAD	3

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(03/07/2020)

**BAYMARK PIPELINE LLC**

811 Know what's below. Call before you dig.

**EnSite USA**

DRAWN: EUSA	DATE: 02/01/2020	SCALE: 1" = 100'
CHKD: EUSA	DATE: 02/01/2020	A.F.E. AA2412
APPD:	DATE:	JOB NO. 156.6977.0001

PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1219+36 TO STA. 1244+36  
BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-051** (0) REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	1244+36	TX-B0-0001.00400	PALICIO GATE, LP	30' WIDE PERMANENT EASEMENT	TX-B0-0001.00410	STATE HIGHWAY 35 (N. ALVIN BYPASS)	30' WIDE PERMANENT EASEMENT	TX-B0-0001.00700	MARYFIELD, LTD.	30' WIDE PERMANENT EASEMENT	1269+36																																														
	STATIONING	1249+74	TRANSMISSION TOWER NO. 0114 18' RT.	1254+15	POWER POLE NO. 32289 63' LT.	1254+89	OVERHEAD ELECTRIC	1257+49	TRANSMISSION TOWER NO. 0115 FENCE CORNER 29' RT. FENCE CORNER 29' RT.	1258+76	EDGE OF ROAD	1259+50	ENTER PROPOSED SITE	1259+73	EDGE OF ROAD	1259+87	C/L VALVE	1260+25	EXIT PROPOSED SITE	1260+37	HDD ENTRY, TEST LEAD	1260+97	FENCE	1261+48	FENCE	1261+91	U/C ENTERPRISE 20" PIPELINE (COV. VARIES)	1261+98	U/C ENTERPRISE 20" PIPELINE (COV. VARIES)	1262+05	U/C ENTERPRISE 20" PIPELINE (COV. VARIES)	1262+16	GATE POST 20' LT.	1262+18	TOP OF SLOPE	1262+50	TOP OF SLOPE	1262+51	OVERHEAD ELECTRIC	1262+52	PEM WETLAND W2128	1262+55	PEM WETLAND W2128	1262+62	PEM WETLAND W2128 & TOP OF SLOPE	1262+69	EDGE OF ROAD	1263+36	EDGE OF ROAD	1263+44	TOP OF SLOPE	1263+49	C/L DITCH	1263+59	PROPERTY LINE	1264+89	FENCE CORNER 34' RT. & TOP OF SLOPE	1264+94

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 18 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

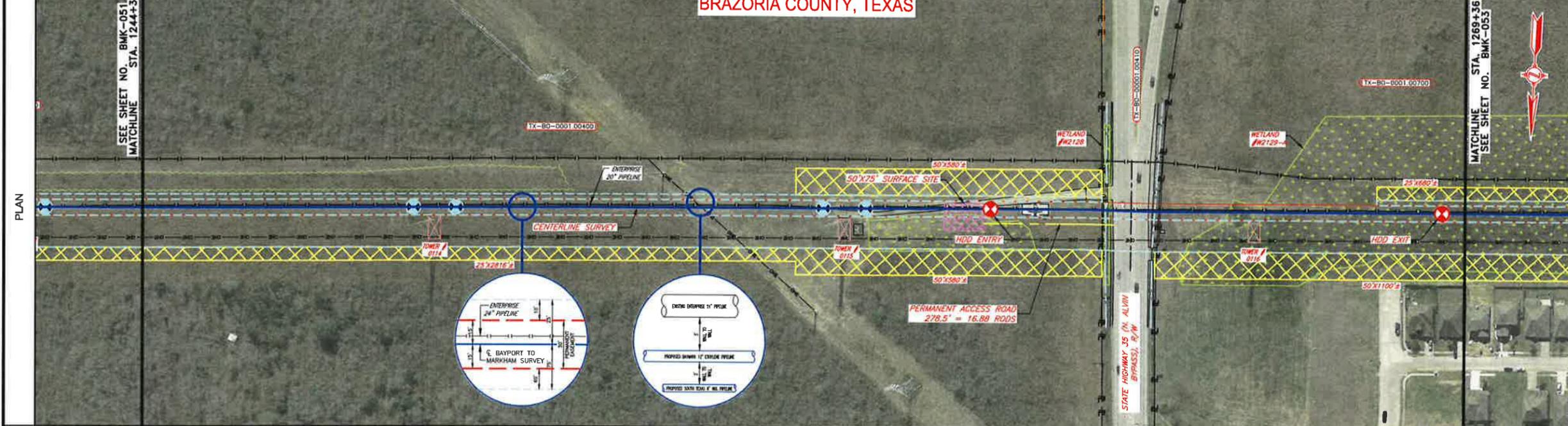
PLAN	SEE SHEET NO. BMK-051 MATCHLINE STA. 1244+36	TX-B0-0001.00400	ENTERPRISE 20" PIPELINE	CENTERLINE SURVEY	50'x75' SURFACE SITE	50'x580'4	PERMANENT ACCESS ROAD 278.5' = 16.88 RODS	STATE HIGHWAY 35 (N. ALVIN BYPASS), R/W	TX-B0-0001.00700	MATCHLINE STA. 1269+36 SEE SHEET NO. BMK-053
------	---	------------------	-------------------------	-------------------	----------------------	-----------	--	---	------------------	---

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

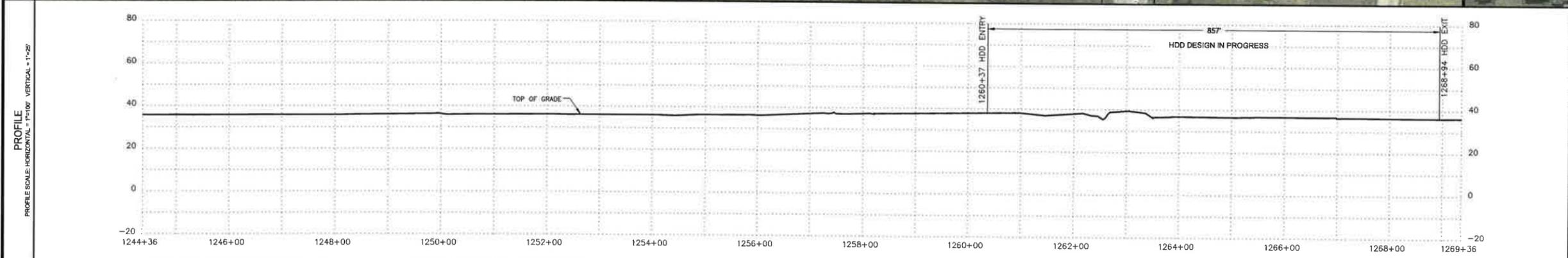
### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOTAQ, DWG. 13-2073-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 SHVAC MITIGATION SPECIFICATION, DWG 4.3.8. AC MITIGATOR CABLE INSTALLATION



### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-80, API 5L, PSL2, ERW, PEB, TRL	1483'
2	12.75" OD X 0.472" WT, X-80, API 5L, PSL2, ERW, PEB, DRL	1,617'
6	VALVE	1
7	TEST LEAD	2



### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

PIPE DETAIL	MATERIAL / COATING	1244+36	50' (1)	80' (2)	695' (1)	80' (2)	237' (1)	6	7	857' (2)	7	42' (1)	1269+36	
	COVER	1244+36	48" MINIMUM	1249+45	VARIES	1250+25	48" MINIMUM	1257+20	VARIES	1258+00	48" MINIMUM	1260+37	VARIES	1268+94
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES													
	CONSTRUCTION TECHNIQUES			BORE								HDD BUNDLE		
ESAs														

**ISSUE FOR BID**  
 (03/07/2020)

<b>BAYMARK PIPELINE LLC</b>		<b>EnSite USA</b>
DRAWN EUSA	DATE 02/17/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/17/2020	A.F.E. A42412
APPD	DATE	JOB NO. 158.6077.0001

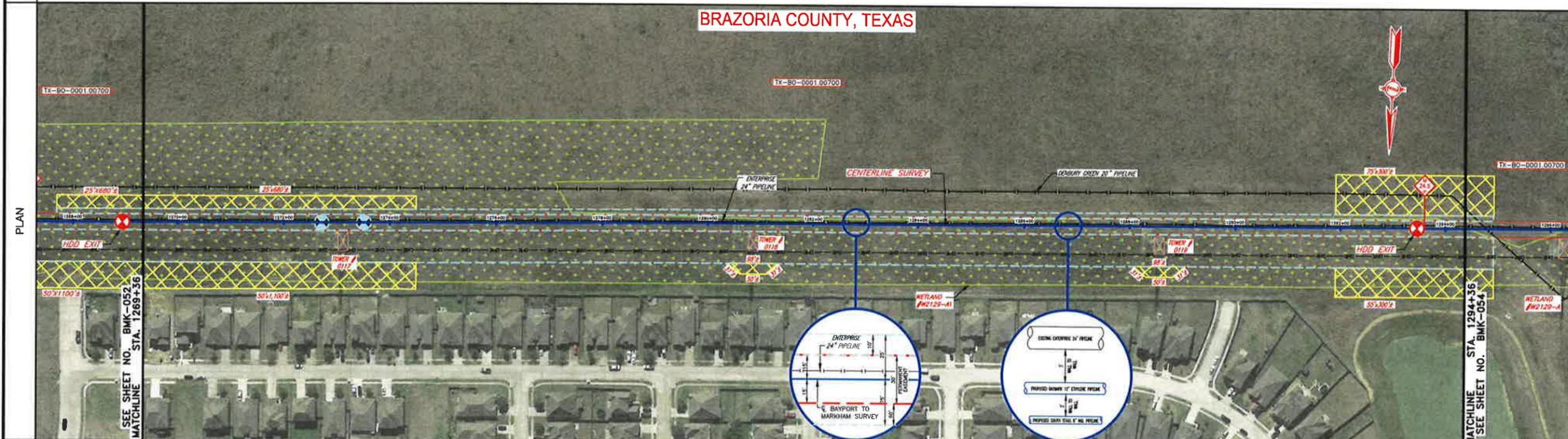
PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1244+36 TO STA. 1269+36  
BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-052** (0) REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	1269+36	TX-B0-0001.00700	MARYFIELD, LTD.	1294+36
				30' WIDE PERMANENT EASEMENT	
STATIONING		1273+03	TRANSMISSION TOWER NO. 117, 17' RT.		
		1280+78	TRANSMISSION TOWER NO. 118, 20' RT.		
		1288+47	TRANSMISSION TOWER NO. 119, 20' RT.		
					1293+46
					HDD EXT. TEST LEAD

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 16 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.



### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

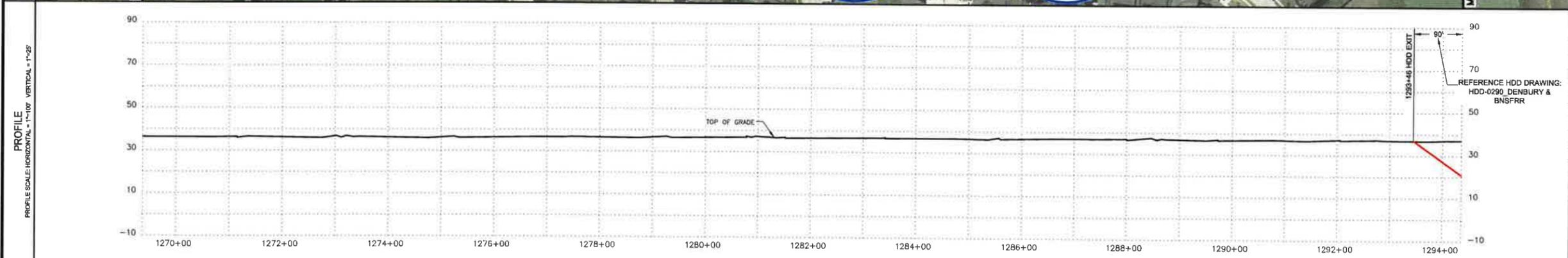
- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VIBCO7AQ, DWG. 13-2073-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 HVAC MITIGATION SPECIFICATION, DWG 4.3.B, AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-40, API 5L, PSL2, ERW, PEB, TRL	2,330'
2	12.75" OD X 0.472" WT, X-40, API 5L, PSL2, ERW, PEB, DRL	170'
7	TEST LEAD	1

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID



PIPE DETAIL	MATERIAL / COATING	336' ①	80' ②	1994' ①	90' ②
	COVER	48" MINIMUM	VARIES	48" MINIMUM	VARIES
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES	W2129-A			
	CONSTRUCTION TECHNIQUES	BORE			
	ESA	BORE			

**ISSUE FOR BID**  
 (03/07/2020)

DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/01/2020	A.F.E. A42412
APPD	DATE	JOB NO. 158.6977.0001

PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1269+36 TO STA. 1294+36  
BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-053** (0) REV.





March 31, 2020

Michelle Segovia, P.E., CM  
City of Alvin Engineer  
1100 W. Highway 6  
Alvin, Tx. 77511  
281-388-4341

Re: Baymark Pipeline LLC  
Bayport to Markham Project  
Pipeline Application  
City of Alvin Crossings - Brazoria County, Texas

Dear Ms. Segovia,

Baymark Pipeline LLC (Baymark) proposes to construct, operate, and maintain a new 92-mile long, 12 inch diameter pipeline in Harris, Galveston, Brazoria and Matagorda Counties, Texas, referred to as the Bayport to Markham (Project) as an expansion of and addition to the Company's common carrier pipeline system. The pipeline will be for the transportation of a Petroleum Product and will commence at an existing site within the City of La Porte, Tx. and terminate at the existing facility site near Markham, Tx.

Baymark Pipeline LLC (Baymark) respectfully requests approval from the City of Alvin, Texas to install approximately 1.5 miles of the pipeline within the city limits. The portion of the pipeline proposed within the city limits will be located within the CenterPoint Energy Corridor. This location is an established utility corridor with multiple pipeline and transmission lines already installed. By locating within an existing utility corridor, the pipeline adheres to the regulatory agencies request that projects seek to avoid and/or minimize impacts to natural resources. Additionally, this route significantly reduces the impact to the citizens of the City of Alvin.

The pipeline will be designed and constructed in accordance with all applicable federal, state and local rules and regulations special regulatory permit requirements; and applicable industry design and construction standards, specifications, and recommended practices. All piping associated with the pipeline system is in accordance with ASME B31.4.

Design and construction work shall be performed in accordance with US Code of Federal Regulations, Title 49 Part 195 - Transportation of Hazardous Liquids by Pipeline and OSHA, Occupational Safety and Health Administration.

The pipeline will be of Carbon Steel with 12.750" O.D. x 0.472" W.T. Pipe specification is API 5L, X-60, 15-22 MILS Fusion Bonded Epoxy (FBE) and 30 to 40 MILS Abrasion Resistant Overlay (ARO). Pipe will be cathodic protected of Impressed Current. Design pressure of 2160 PSIG and a Design Factor 0.72.

During typical pipeline construction, the construction spread (crew and equipment) will proceed along the temporary construction ROW in one continuous operation. Construction will employ a combination of methods including the open-cut, horizontal directional drill (HDD), and conventional bore techniques using bulldozers, track-hoes, conventional bore, and HDD equipment.

Baymark Pipeline LLC's Contractor will use its vehicles in such a manner as to not block or unreasonably interfere with other traffic. Contractor will implement reasonable safety measures necessary for the transportation of materials and equipment during construction which would incorporate appropriate Texas Department of Transportation Traffic Control Plans as need be.

Pipeline Monitoring - The pipeline will be monitored via a Supervisory Control and Data Acquisition (SCADA) system which is monitored 24/7/365 by trained and qualified personnel in a pipeline control center. Continuous pressure and flow data will be transmitted to the control center where electronic algorithms are employed to alert the operator upon certain conditional changes of pressure and flow. The pipeline controller will have the ability, via the SCADA system to start and stop pressure sources and close remotely operated valves on the pipeline upon the notification or suspicion of any problem on the pipeline. In addition to the SCADA system and electronic leak detection software, the company regularly performs air, vehicle or foot patrol as a means of detecting signs of an issue. Internal inspections are conducted periodically by passing sophisticated computerized equipment called "smart pigs" through most of the company's pipelines to confirm pipeline integrity. The pipeline will be included in the "call-before-you-dig" program.

Baymark Pipeline LLC agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Baymark Pipeline LLC's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Baymark Pipeline LLC, associated equipment and appurtenances thereto.

Baymark Pipeline LLC will be in continuous contact and notify the City of Alvin officials prior to construction and the timing of the exact start date of construction and time to complete the work.

As per requirements of the City of Alvin Texas - code of Ordinances-Part II-Chapter 16-Oil and Gas Wells and Pipelines-Article IV. Pipelines-Sec. 16-80 Application for Permit, Baymark Pipeline LLC submits the following:

- (1) The name and legal status of the User:

Response: Baymark Pipeline LLC

- (2) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be contact(s) for the User:

Response: Jeffrey L. Waldo  
1100 Louisiana St.  
Houston, Tx. 77002  
713-381-6500  
jlwaldo@eprod.com

- (3) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be the contact(s) for the field location of the Facilities:

Response: Gail Wyatt - During Construction  
14141 Gulf Freeway Frontage Rd.  
Houston, Tx. 77034  
601-381-1717  
hgwyatt@aol.com

- (4) The name, address, telephone number, e-mail address and fax number of an emergency contact who shall be available for twenty-four (24) hours every day, and who shall furnish immediately upon request information concerning the common name of the Commodity carried by the pipeline and the pressure in the pipeline:

Response: J.R. Logan - Regional Manager  
Enterprise Products LLC  
9315 Uzzell Road  
Manvel, Tx. 77578  
281-756-4201-Office  
800-895-2396 -Emergency

- (5) The Commodity proposed to be transported through the Facility and the maximum pressure and temperature under which the Commodity will be transported:
- Response: Ethylene  
Maximum Operating Pressure 2,160 psig  
Maximum Operating Temperature 100°F
- (6) A scale drawing accurately showing the proposed location, course, alignment, and depth of the proposed pipeline and the location of all shut off valves:
- Response: See Exhibit (i) Alignment Sheets
- (7) An alignment map showing the precise location of all existing and proposed streets, as designated on the master plan of the City or on the official map of the City, across, along, or under which the pipeline is proposed and:
- Response: See Exhibit (ii) Major Thoroughfare Map
- (8) A written description of the proposed construction, including construction drawings and landscaping/tree removal and replacement plan:
- Response: See Cover Letter Page (1) and Exhibit (iii) Permit Road Crossing Drawings and Exhibit (v) Traffic Control Plan; the pipeline is within the Centerpoint corridor, adjacent to other pipelines, the addition of landscaping would be a safety issue as pipeline companies prefer not to have plants on their right-of-way and CenterPoint limits vegetation under and around their lines and towers.
- (9) The manner, means, and methods of the proposed Construction and the types, sizes, and specifications of the materials to be used:
- Response: See Exhibit (iv) (Baymark Pipeline LLC Baymark to Markham Pipeline Design Basis Document)
- (10) The proposed schedule for the Construction, including but not limited to the proposed dates for commencement and completion of the Construction and the proposed dates for any street closures:
- Response: Scheduled to being approximately July 2020 - completion approximately 4th. quarter 2021.
- (11) Proof of insurance and a guaranty of performance, as required by this ordinance:
- Response: See Exhibit (v) Proof of Insurance  
Guaranty of Performance: Pending feedback from the City
- (12) A written certification signed by the applicant, stating that the information in the application is true and complete; and
- Response: See Exhibit (vi) Written Certification
- (13) The application fee and deposits as required by this article:
- Response: Payment check # 300514 - \$5,000.00 application fee and \$,1000.00 annual fee

Should you have any questions with this application, please do not hesitate to contact me or you may also contact Mr. Jeffrey L. Waldo at 713-381-6895.

Sincerely,

*Patty Riddels*

Patty Riddels

Permitting Agent

903-814-1671

[patty.riddels@percheronllc.com](mailto:patty.riddels@percheronllc.com)



City of Alvin
RIGHT OF WAY CONSTRUCTION PERMIT APPLICATION

All work must be complete in accordance with the Right Way Ordinance No. 99-III and the approved plans.

Right of Way User Name: Baymark Pipeline LLC

Project Name: Bayport to Markham

Location of Work Area: Within city limits of Alvin, Tx. and SH 35

Brief Description of Project: Baymark Pipeline LLC request to construct a proposed 12 inch un-cased Ethylene pipeline to cross areas through the City of Alvin. See attached additional information.

Length of Work Area: Approximately 1.55 miles - see attached location map

Estimated Start Date: July 2020 Estimated Complete Date: 4th. quarter 2021

Contact Person: Jeffrey L. Waldo, Agent & Attorney-in-Fact
Address: 1100 Louisiana St.-Attn: Capital Products, Land-Houston, Tx. 77002
Telephone: 713-381-6500
Fax: N/A
E-Mail: jlwaldo@eprod.com

- CHECK LIST:
1. Plans Attached
2. Scale
3. Existing Features Shown
4. Pavement Cuts Required
5. Lane Closure Required
6. Legend
7. Contractor Known
8. Adequate Bonds
9. Registered User

Contractor Data (if available)
Name: To be determined
Telephone:
Address:

Construction Notes

- 1. The Right-Of-Way must be restored to its original condition including replacement of sod.
2. The Right-Of-Way restoration must be complete within 30 days of the completion of the project.
3. All City of Alvin streets and driveways must be bored. (Open cut paved areas are subject to approval by the City Engineer.)
4. Traffic control must comply with the Texas Manual on Uniform Traffic Control Devices.
5. All contractors must have an approved copy of the Right-Of-Way permit on site.

FOR OFFICE USE

Received By: Date Permit Issued:
Date: Permit No:
Time: Expiration Date:
Approved By: Fee Amount:
Fee Received:

Application must be returned to the City of Alvin Engineering Department
1100 West Highway 6, Alvin, Texas 77511
Telephone 281-388-4284 Fax 281-331-7516

# Exhibit (i) Alignment Sheets

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	1195+36 THE ESTATE OF GEORGE A. BOFYSIL, JR 30' WIDE PERMANENT EASEMENT	1195+36 TOP OF SLOPE 1196+26 TRANSMISSION TOWER NO. 0107 21' RT.
	1200+82 30' WIDE PERMANENT EASEMENT	1200+82 TOP OF SLOPE 1201+32 STREAM S2119 1201+37 C/L DICKINSON BAYOU NO. 2 1201+49 STREAM S2119 1201+85 TOP OF SLOPE 1202+01 U/G GENESIS PIPELINE (3.5' COV.)
	1203+79 TRANSMISSION TOWER NO. 0108 20' RT.	1203+79 TRANSMISSION TOWER NO. 0108 20' RT.
	1205+17 HDD ENTRY, TEST LEAD	1205+17 HDD ENTRY, TEST LEAD
	1206+57 HDD ENTRY, TEST LEAD	1206+57 HDD ENTRY, TEST LEAD
	1209+29 30' WIDE PERMANENT EASEMENT	1209+29 PROPERTY LINE, OVERHEAD U/G ENERGY TRANSFER PIPELINE (6.4' COV.) 1209+32 COMMUNICATION CABLE (UNK. COV.) 1209+34 END OF 5' CULVERT 26' RT. 1209+35 TOP OF SLOPE 1209+49 C/L BAR DITCH 1210+35 C/L FM 528 1210+35 C/L FM 528 1210+83 END OF 5' CULVERT 62' RT. 1210+85 EDGE OF ROAD 1211+20 C/L BAR DITCH 1211+22 P.O.P. 3104.44' RT. 1211+43 PROPERTY LINE 1211+64 TRANSMISSION TOWER NO. 0109 19' RT.
	1214+33 30' WIDE PERMANENT EASEMENT	1214+33 U/G COMMUNICATION CABLE (UNK. COV.) 1214+99 U/G COMMUNICATION CABLE (UNK. COV.) 1215+00 U/G WATER SUPPLY PIPELINE (UNK. COV.) 1215+03 BAR DITCH LINE 1215+13 EDGE OF ROAD 1215+21 C/L COUNTY ROAD MANDALE RD (PAVED) ROAD 1215+29 C/L CULVERT 1215+34 C/L CULVERT 1215+41 END OF 30' CULVERT 6' LT. 1215+42 PROPERTY LINE
	1215+05 30' WIDE PERMANENT EASEMENT	1215+05 U/G COMMUNICATION CABLE (UNK. COV.) 1215+44 U/G COMMUNICATION CABLE (UNK. COV.) 1215+45 COUNTY LINE 1215+46 COUNTY LINE 1215+91 GATE 1217+13 FENCE CORNER 5' RT. 1217+66 GUY ANCHOR 34' RT. 1218+12 GUY ANCHOR 33' RT. 1218+34 GUY ANCHOR 33' RT.
	1215+42 30' WIDE PERMANENT EASEMENT	1215+42 TRANSMISSION TOWER NO. 0110 17' RT. 1218+85 FENCE CORNER 5' RT. 1219+22 GUY ANCHOR 35' RT.
	1219+36 30' WIDE PERMANENT EASEMENT	1219+36

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 18 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.



### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

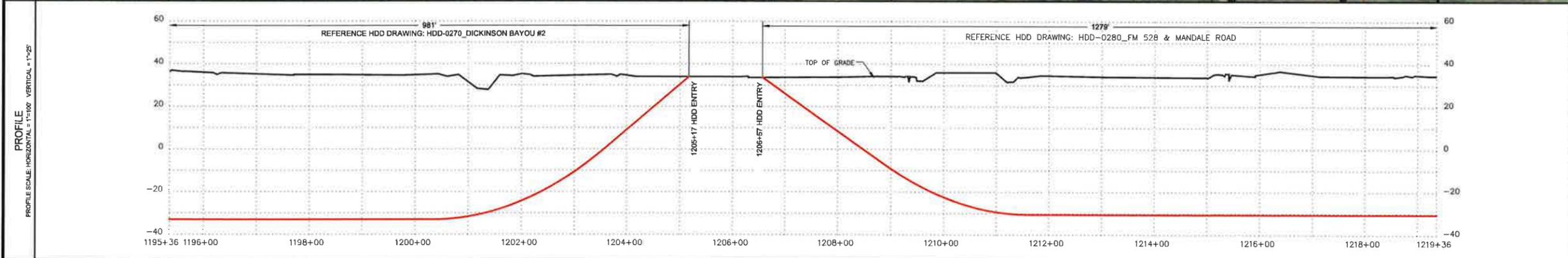
- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOQA, DWG. 13-2073-83, 13-2073-83A, 13-2073-87
- FOR COPPER MITIGATION CABLE: 4.3 3HVAC MITIGATION SPECIFICATION, DWG 4.3.B. AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-80, API 5L, PSL2, ERW, PER, TRL	140'
2	12.75" OD X 0.472" WT, X-80, API 5L, PSL2, ERW, PER, DRL	2,280'
7	TEST LEAD	2

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID



PIPE DETAIL	MATERIAL / COATING	COVER	ENVIRONMENTAL CONDITIONS
	1195+36 981' (2)	VARIES	WETLANDS / WATER BODIES CONSTRUCTION TECHNIQUES: HDD BUNDLE ESA
	1205+17 140' (1)	48" MINIMUM	
	1206+57 1279' (2)	VARIES	HDD BUNDLE
	1219+36		

**ISSUE FOR BID**  
 (03/07/2020)

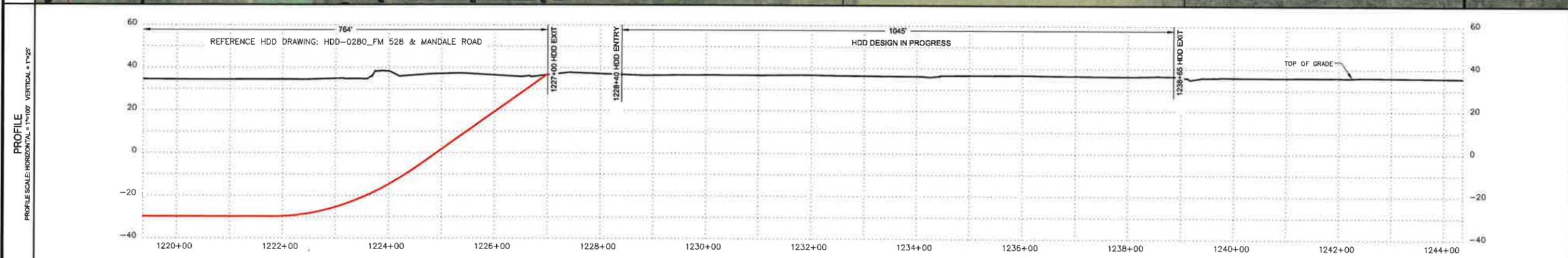
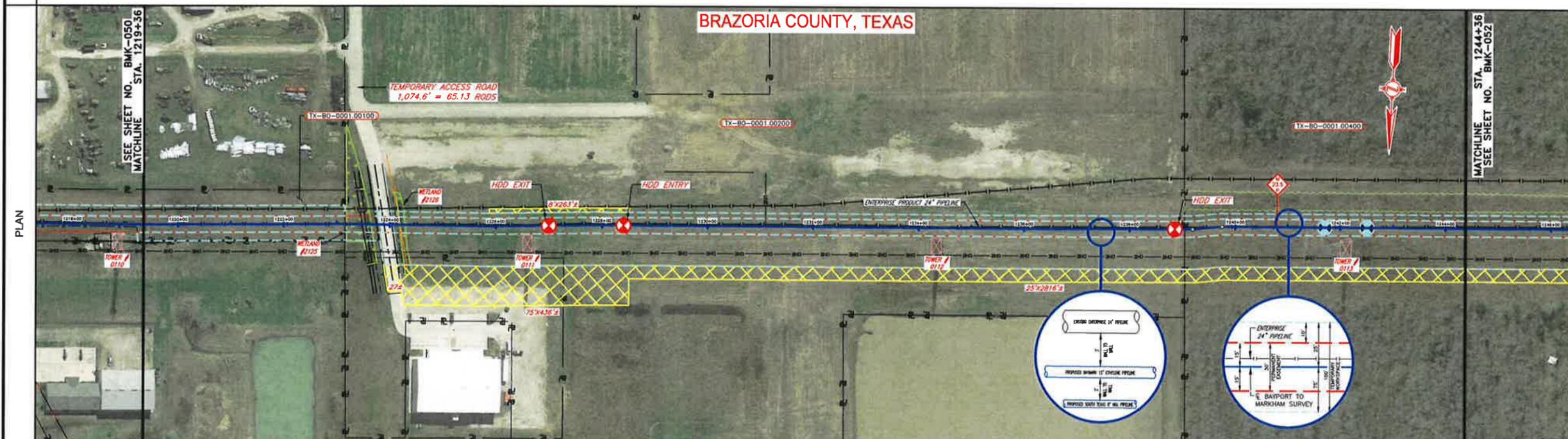
DRAWN: EUSA	DATE: 02/01/2020	SCALE: 1"=100'
CHKD: EUSA	DATE: 02/01/2020	A.P.E. A42412
APP'D:	DATE:	JOB NO. 156.8977.0081

PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1195+36 TO STA. 1219+36  
GALVESTON & BRAZORIA COUNTIES, TEXAS

DWG. NO. **BMK-050** 0 REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	1219+36 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT 1223+15	1223+15 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT 1227+00	1227+00 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT 1239+04	1239+04 PALICIO GATE, LP 30' WIDE PERMANENT EASEMENT 1244+36
-----------	------------------------------------	--	--	--	--

STATIONING	1219+59 GUY ANCHOR 35' RT. 1219+84 GUY ANCHOR 34' RT. 1222+80 U/G ENTERPRISE 20" PIPELINE (COV. VARIES) P.I. < 1081.54' RT. 1223+13 PROPERTY LINE 1223+16 GATE 1223+19 U/G ENTERPRISE 20" PIPELINE (COV. VARIES) 1223+48 U/G INEOS PIPELINE (2.4' COV.) 1223+55 U/G INEOS 8" PIPELINE (2.4' COV.) 1223+61 U/G SLOPE 1223+66 PEM WETLAND W2125 1223+75 TOP OF SLOPE 1223+76 EDGE OF ROAD 1224+03 EDGE OF ROAD 1224+04 TOP OF SLOPE 1224+13 TOE OF SLOPE 1224+19 U/G WETLAND W2125 (UNK. COV.) 1224+40 U/G WETLAND W2125 (UNK. COV.) 1224+29 PEM WETLAND W2125 1225+88 P.I. < 140.58' LT. 1226+51 TRANSMISSION TOWER NO. 0111 1227+00 HDD EXIT, TEST LEAD 1228+40 HDD ENTRY, TEST LEAD 1231+11 U/G ELECTRIC CABLE (UNK. COV.) 1234+26 TRANSMISSION TOWER NO. 0112 18' RT. 1238+85 HDD EXIT, TEST LEAD 1239+19 PROPERTY LINE < 512.54' LT. 1239+75 P.I. < 528.55' RT. 1242+00 TRANSMISSION TOWER NO. 0113 21' RT.
------------	---



PIPE DETAIL	MATERIAL / COATING	VARIES					764' (2)	140' (1)	1045' (2)	285' (1)	80' (2)	186' (1)
COVER		VARIES					48" MINIMUM					
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES	HDD BUNDLE					HDD BUNDLE					
	CONSTRUCTION TECHNIQUES	HDD BUNDLE					HDD BUNDLE					
	ESA	HDD BUNDLE					HDD BUNDLE					

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 16 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

MILEPOST

SURVEYED CENTERLINE  
 PERMANENT EASEMENT  
 TEMPORARY EASEMENT  
 ADDITIONAL TEMPORARY WORKSPACE  
 SITE  
 TRACT NUMBER  
 PROPERTY LINE  
 CITY LIMITS  
 UG - UG  
 ONE - ONE  
 FENCE  
 TEST STATION  
 HEAVY WALL PIPE  
 VALVE  
 SEGMENT BEND  
 HDD ENTRY/EXIT  
 MAG BED  
 DECOUPLER  
 AC MITIGATOR CABLE

MONUMENT  
 COUNTY LINE  
 SANITARY SEWER  
 STORM SEWER  
 RAILROAD  
 FOREIGN PIPELINE  
 P.I.  
 CL ROAD  
 BORE ENTRY/EXIT  
 TREE LINE  
 POWER POLE

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

ENVIRONMENTAL SENSITIVE AREA (ESA)  
 SURVEYED WATERWAYS  
 EEM & ESS WETLANDS (AVOIDANCE AREA)  
 PEM WETLANDS  
 PFO & PSS WETLANDS  
 FLOODPLAIN  
 STREAMS  
 POND  
 OYSTER

### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOTAQ, DWG. 13-2073-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 SHVAC MITIGATION SPECIFICATION, DWG 4.3.6 AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-60, API 5L, PSL2, ERW, PEB, TRL	611'
2	12.75" OD X 0.472" WT, X-60, API 5L, PSL2, ERW, PEB, DRL	1,888'
7	TEST LEAD	3

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(03/07/2020)

100' 0' 100' 200'  
SCALE IN FEET

**811**  
Know what's below.  
Call before you dig.

**BAYMARK PIPELINE LLC**    **EnSite USA**

DRAWN EUSA    DATE 02/01/2020    SCALE 1" = 100'  
 CHK'D EUSA    DATE 02/01/2020    A.F.E. A42412  
 APP'D    DATE    JOB NO. 155.6977.0001

PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1219+36 TO STA. 1244+36  
BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-051**    (0) REV.

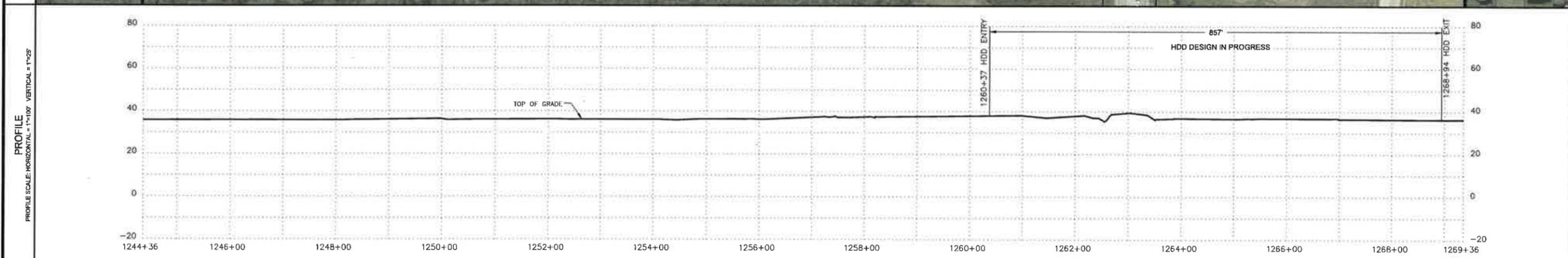
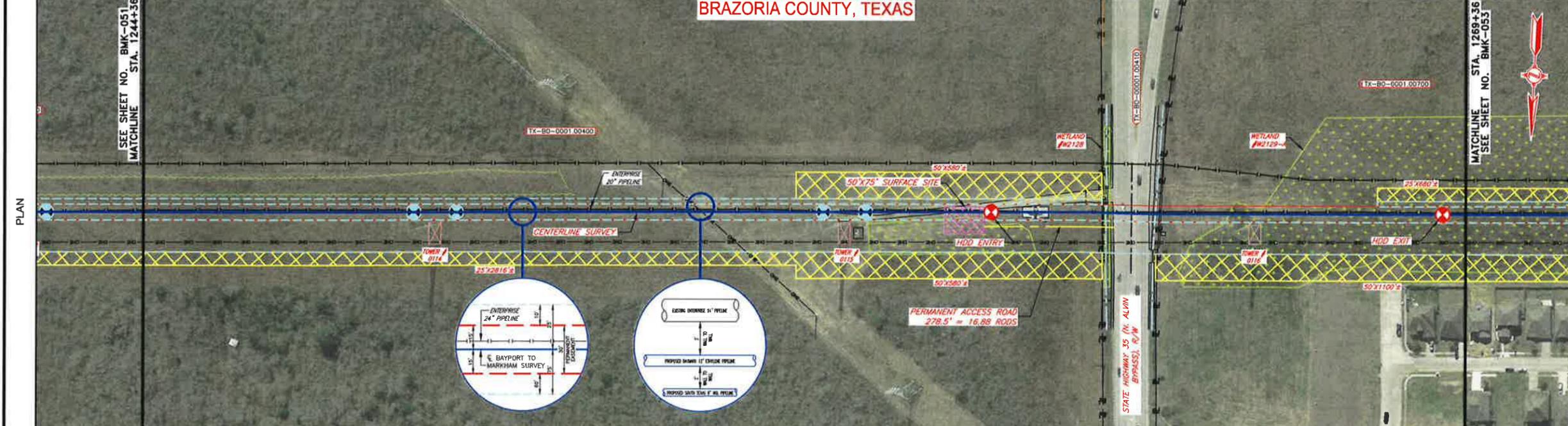
OWNERSHIP	TRACT NUMBER OWNER NAME RODS	1244+36	TX-B0-0001.00400	PALICIO GATE, LP 30' WIDE PERMANENT EASEMENT	1262+48	TX-B0-0001.00410	STATE HIGHWAY 35 (N. ALVIN BYPASS) 30' WIDE PERMANENT EASEMENT	1263+56	TX-B0-0001.00700	MARYFIELD, LTD. 30' WIDE PERMANENT EASEMENT	1269+36																																																						
	STATIONING	1249+74	TRANSMISSION TOWER NO. 0114 18' RT.	1254+15	POWER POLE NO. 32289 63' LT.	1254+89	OVERHEAD ELECTRIC	1257+49	TRANSMISSION TOWER NO. 0115 FENCE CORNER 29' RT. FENCE CORNER 29' RT.	1257+76	EDGE OF ROAD	1259+50	ENTER PROPOSED SITE	1259+73	EDGE OF ROAD	1259+87	C/L VALVE	1260+25	EXIT PROPOSED SITE	1260+37	HDD ENTRY, TEST LEAD	1260+97	FENCE	1261+48	FENCE	1261+91	U/G ENTERPRISE 20" PIPELINE (C.O.V. VARIES)	1261+98	U/G ENTERPRISE 20" PIPELINE (C.O.V. VARIES)	1262+05	U/G ENTERPRISE 20" PIPELINE (C.O.V. VARIES)	1262+15	GATE POST 20' LT.	1262+18	TOP OF SLOPE	1262+51	OVERHEAD ELECTRIC	1262+52	PCM WETLAND W2128	1262+55	PCM WETLAND W2128	1262+62	PCM WETLAND W2128 & TOP OF SLOPE	1262+89	EDGE OF ROAD	1262+90	EDGE OF STATE HIGHWAY 35 (PAVED)	1263+36	EDGE OF ROAD	1263+44	TOP OF SLOPE	1263+59	C/L DITCH	1263+59	PROPERTY LINE	1263+59	FENCE CORNER 34' RT. & TOP OF SLOPE	1263+59	PCM WETLAND W2129-A	1264+89	TRANSMISSION TOWER NO. 0116 16' RT.	1265+28	TRANSMISSION TOWER NO. 0116	1268+94	HDD EXIT, TEST LEAD

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 16 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.



### PIPE DETAIL

MATERIAL / COATING	1244+36	1249+45	1250+25	1257+20	1258+00	1259+87	1260+37	1263+56	1268+94	1269+36
COVER	48" MINIMUM	VARIES	48" MIN.	48" MIN.						

### ENVIRONMENTAL CONDITIONS

WETLANDS / WATER BODIES										
CONSTRUCTION TECHNIQUES		BORE					BORE			
ESA								HDD BUNDLE		

### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC WISCOTAQ, DWG. 13-2073-83, 13-2073-83A, 13-2073-87
- FOR COPPER MITIGATION CABLE: 4.3 3HVAC MITIGATION SPECIFICATION, DWG. 4.3.8 AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-60, API 5L, PSL2, ERW, FEB, TRL	1483
2	12.75" OD X 0.472" WT, X-60, API 5L, PSL2, ERW, FEB, DRL	1,017
6	VALVE	1
7	TEST LEAD	2

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(03/07/2020)

**811**  
Know what's below.  
Call before you dig.

**BAYMARK PIPELINE LLC**

**EnSite USA**

DRAWN: EUSA	DATE: 02/01/2020	SCALE: 1" = 100'
CHKD: EUSA	DATE: 02/01/2020	A.F.E. A4242
APPD:	DATE:	JOB NO: 156.6977.0091

**PROPOSED BAYMARK 12" PIPELINE  
BAYPORT TO MARKHAM  
STA. 1244+36 TO STA. 1269+36  
BRAZORIA COUNTY, TEXAS**

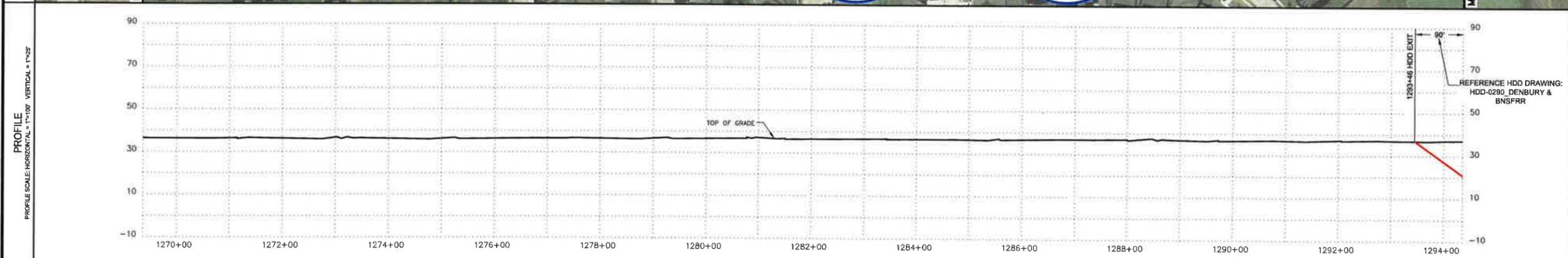
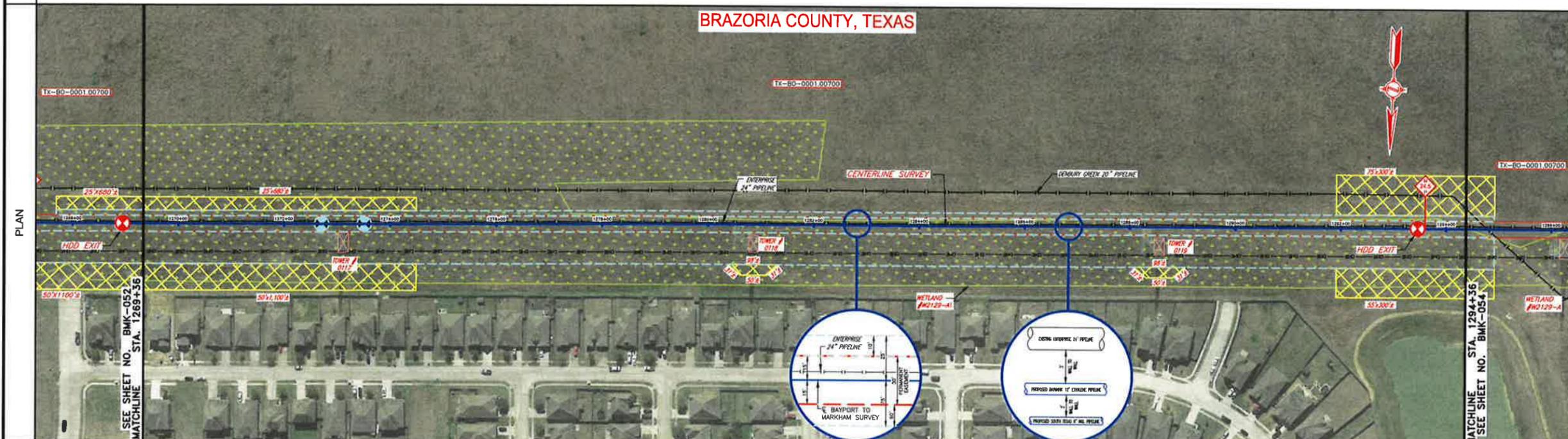
DWG. NO. **BMK-052** (0) REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	1269+36	1294+36
		1269+36	1294+36
STATIONING		1273+03 TRANSMISSION TOWER NO. 117, 17' RT.	1293+46 HDD EXIT, TEST LEAD
		1280+78 TRANSMISSION TOWER NO. 118, 20' RT.	1288+47 TRANSMISSION TOWER NO. 119, 20' RT.

TX-B0-0001.00700

MARYFIELD, LTD.

30' WIDE PERMANENT EASEMENT



PIPE DETAIL	MATERIAL / COATING	336' (1)	80' (2)	1994' (1)	90' (7) (2)
	COVER	48" MINIMUM	VARIES	48" MINIMUM	VARIES
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES	W2129-A			
	CONSTRUCTION TECHNIQUES	BORE			
ESA					

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 18 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

	SURVEYED CENTERLINE		MILEPOST
	PERMANENT EASEMENT		MONUMENT
	TEMPORARY EASEMENT		COUNTY LINE
	ADDITIONAL TEMPORARY WORKSPACE		SANITARY SEWER
	SITE		STORM SEWER
	TRACT NUMBER		RAILROAD
	PROPERTY LINE		FOREIGN PIPELINE
	CITY LIMITS		P.I.
	UG UTILITY LINE		CL ROAD
	OH POWER LINE		BORE ENTRY EXIT
	FENCE		TREE LINE
	TEST STATION		POWER POLE
	HEAVY WALL PIPE		
	VALVE		
	SEGMENTABLE BEND		
	HDD ENTRY EXIT		
	MAG BED		
	DECOUPLER		
	AC MITIGATOR CABLE		

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

	ENVIRONMENTAL SENSITIVE AREA (ESA)
	SURVEYED WATERWAYS
	EEM & ESS WETLANDS (AVOIDANCE AREA)
	PEM WETLANDS
	PFO & PSS WETLANDS
	FLOODPLAIN
	STREAMS
	POND
	OYSTER

### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOTAQ, DWG. 13-2075-53, 13-2073-53A, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 SHVAC MITIGATION SPECIFICATION, DWG. 4.3.B. AC MITIGATOR CABLE INSTALLATION

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	12.75" OD X 0.328" WT, X-80, API 5L, PSL2, ERW, PEB, TRL	2,330'
2	12.75" OD X 0.472" WT, X-80, API 5L, PSL2, ERW, PEB, DRL	170'
7	TEST LEAD	1

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(03/07/2020)



**811**  
Know what's below.  
Call before you dig.

**BAYMARK PIPELINE LLC**      **EnSite USA**

DRAWN: EUSA      DATE: 02/01/2020      SCALE: 1" = 100'  
 CHKD: EUSA      DATE: 02/01/2020      A.F.E. A42412  
 APPD:      DATE:      JOB NO: 156.0977.0001

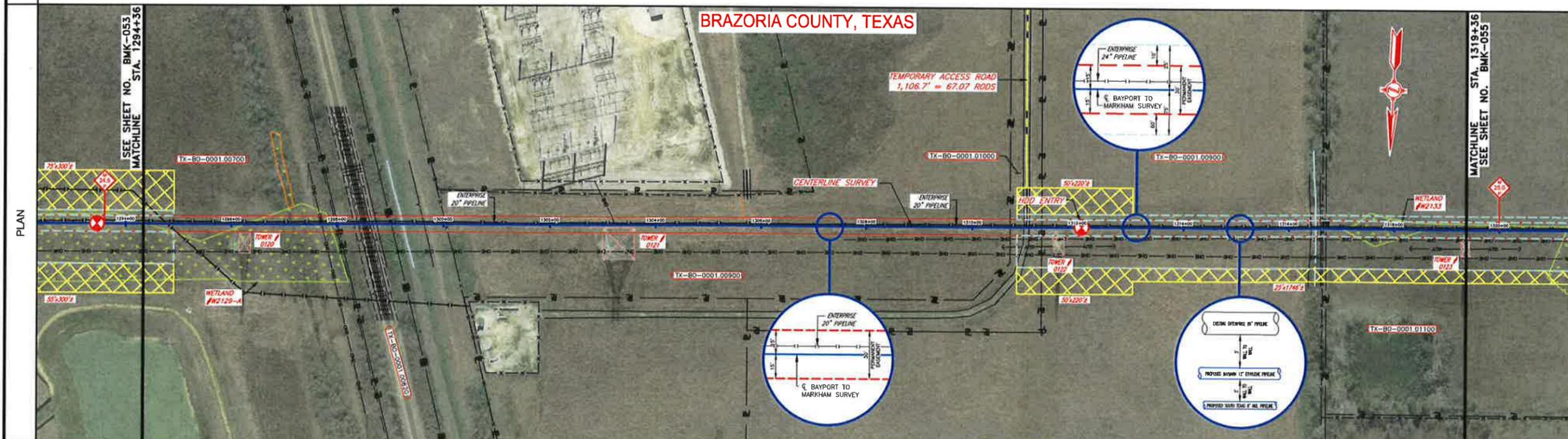
PROPOSED BAYMARK 12" PIPELINE  
 BAYPORT TO MARKHAM  
 STA. 1269+36 TO STA. 1294+36  
 BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-053**      (0) REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	TX-B0-0001.00700 MARYFIELD, LTD. 30' WIDE PERMANENT EASEMENT	1294+36 1294+42 PEM WETLAND W2129-A 1294+80 U/G DENBURY GREEN 20" PIPELINE (8' COV)
	TX-B0-0001.00820 B.N.S.F. RAILROAD R/W 30' WIDE PERMANENT EASEMENT	1298+01 1296+16 TRANSMISSION TOWER NO. 120 1296+28 PEM WETLAND W2129-A
	TX-B0-0001.00900 HANNOVER ESTATES, LIMITED 30' WIDE PERMANENT EASEMENT	1298+01 OVERHEAD ELECTRIC 1297+71 PEM WETLAND W2129-A 1298+01 PROPERTY LINE 1298+01 TOE OF SLOPE 1298+20 TOE OF SLOPE 1298+43 TOE OF TRACK 1298+47 TOE OF TRACK 1298+50 TOE OF TRACK 1298+55 TOE OF TRACK 1298+57 TOE OF TRACK 1298+60 TOE OF SLOPE 1298+68 TOE OF SLOPE 1298+75 TOE OF SLOPE 1299+02 PROPERTY LINE 1299+24 TOE OF SLOPE 1300+05 FENCE
	TX-B0-0001.01000 DENBURY GREEN PIPELINE-TEXAS, LLC 30' WIDE PERMANENT EASEMENT	1301+46 FENCE CORNER 82' LT. 1303+01 TRANSMISSION TOWER NO. 0121, 6 RT. 1305+27 FENCE CORNER 81' LT. 1306+96 FENCE CORNER 64' LT.
	TX-B0-0001.00900 HANNOVER ESTATES, LIMITED 30' WIDE PERMANENT EASEMENT	1310+72 1310+57 GUY ANCHOR 37' RT 1310+72 PROPERTY LINE 1310+98 EDGE OF ROAD 1311+08 EDGE OF ROAD 1311+52 PROPERTY LINE 1311+75 TRANSMISSION TOWER NO. 122 1312+08 HDD ENTRY, TEST LEAD 1312+71 GUY ANCHOR 34' RT.
	TX-B0-0001.01100 DULCE PINEDA 30' WIDE PERMANENT EASEMENT	1316+72 1316+42 TOP OF SLOPE 1316+42 TOE OF SLOPE 1316+64 FENCE 1316+64 P.L. < 1'06.07' RT 1316+72 PROPERTY LINE 1317+06 PEM WETLAND W2133 1318+31 GUY ANCHOR 26' RT 1318+49 PEM WETLAND W2133 1319+28 TRANSMISSION TOWER NO. 123 1319+36

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 15 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

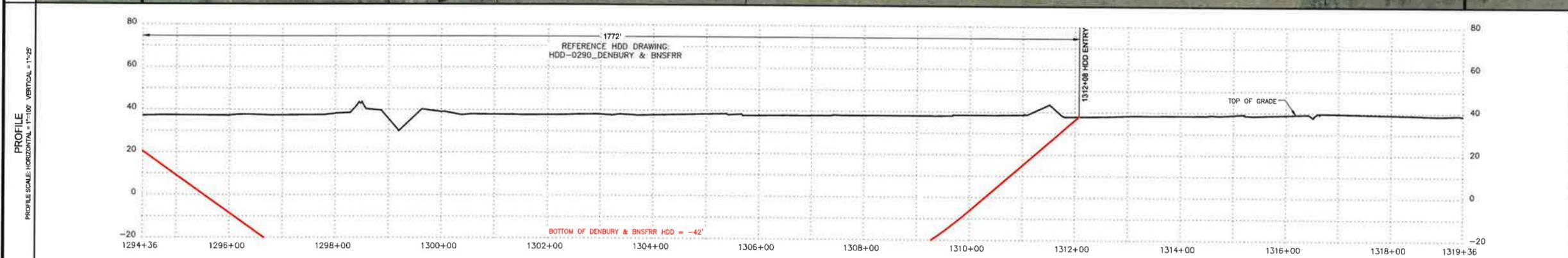


### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEANING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

- FOR ALL TEST STATIONS: EXOTHERMIC WIRE INSTALLATION SPEC VISCOTAQ, DWG. 13-2073-53, 13-2073-54, 13-2073-57
- FOR COPPER MITIGATION CABLE: 4.3 3HAC MITIGATION SPECIFICATION, DWG. 4.3.8 AC MITIGATOR CABLE INSTALLATION



### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY
1	12.75" OD X 0.328" WT, X-60, API 5L, PSL2, ERW, FEB, TRL	1,772'
2	12.75" OD X 0.472" WT, X-60, API 5L, PSL2, ERW, FEB, DRL	728'
7	TEST LEAD	1

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/07/2020	EUSA	ISSUE FOR BID

PIPE DETAIL	MATERIAL / COATING	COVER	ENVIRONMENTAL CONDITIONS
	1772' (2)	VARIES	W2129-A (1294+42), W2129-A (1297+87)
	728' (1)	48" MINIMUM	W2133 (1317+06), W2133 (1318+46)
			HDD

**ISSUE FOR BID**  
 (03/07/2020)

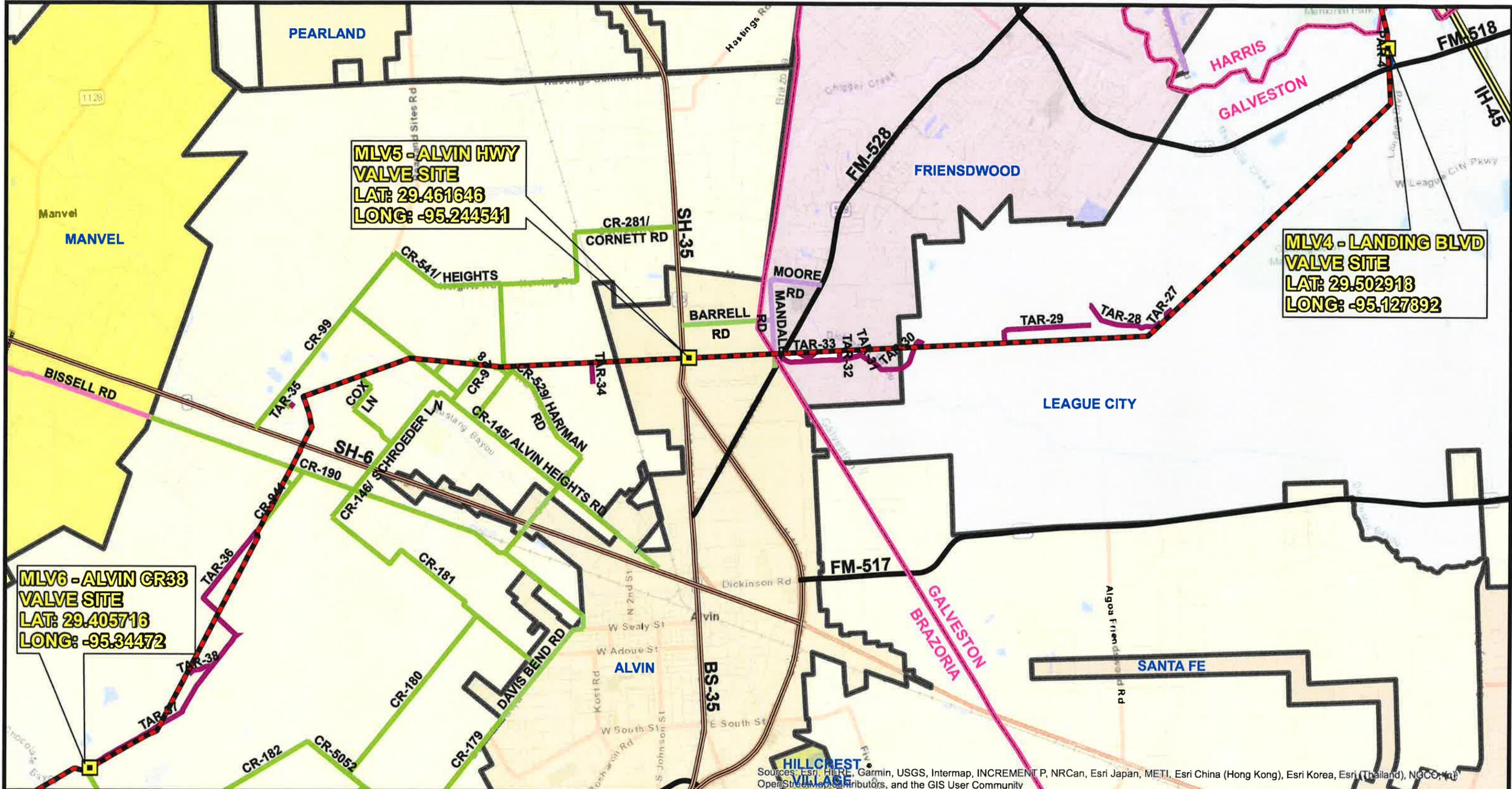
**811**  
 Know what's below.  
 Call before you dig.

<b>BAYMARK PIPELINE LLC</b>		<b>EnSite USA</b>	
DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'	
CHKD EUSA	DATE 02/01/2020	A.P.E. A4242	
APPO	DATE	JOB NO. 156-8977-0001	

**PROPOSED BAYMARK 12" PIPELINE**  
 BAYPORT TO MARKHAM  
 STA. 1294+36 TO STA. 1319+36  
 BRAZORIA COUNTY, TEXAS

DWG. NO. **BMK-054** (0) REV.

# Exhibit (ii) Major Thoroughfare Map



**MLV5 - ALVIN HWY VALVE SITE**  
 LAT: 29.461646  
 LONG: -95.244541

**MLV4 - LANDING BLVD VALVE SITE**  
 LAT: 29.502918  
 LONG: -95.127892

**MLV6 - ALVIN CR38 VALVE SITE**  
 LAT: 29.405716  
 LONG: -95.34472

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

- Surface Site
- Proposed Route
- AccessRoads\_Permanent
- AccessRoads\_Temporary
- HaulRoads\_Brazoria
- Haul Roads\_City of Alvin
- Haul Roads\_City of Friendswood
- Haul Roads\_City of Manvel
- Haul Roads\_Farm to Market
- Haul Roads\_State Highway
- Haul Roads\_US Highway
- City Boundary
- County Boundary



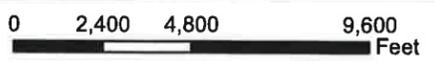
**BAYMARK PIPELINE LLC**  
**SOUTH TEXAS NGL PIPELINES, LLC**

**CITY OF ALVIN**  
**Route And Vales**

**ISSUED FOR REVIEW**

**1"=4,800 feet**

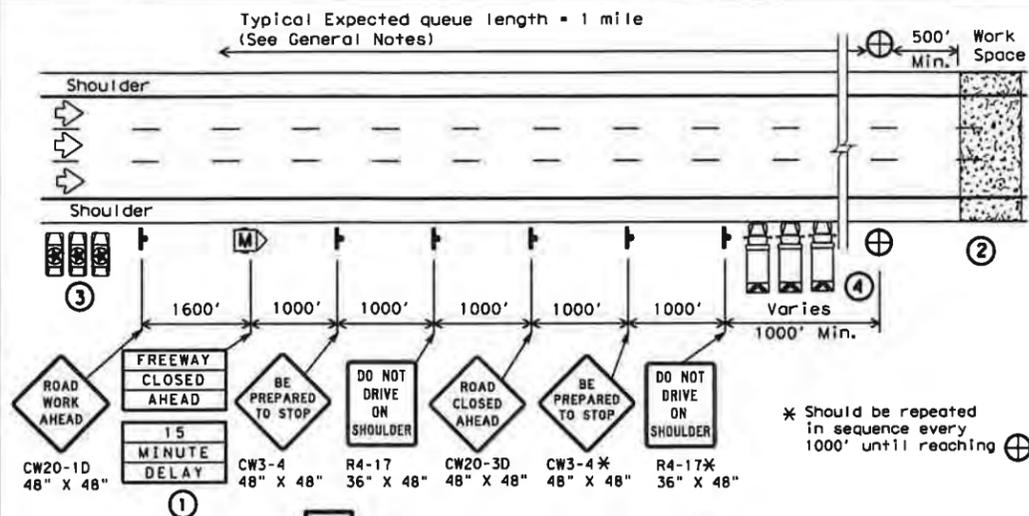
**NAD83 TX S CENTRAL**



**Date: 3/13/2020**

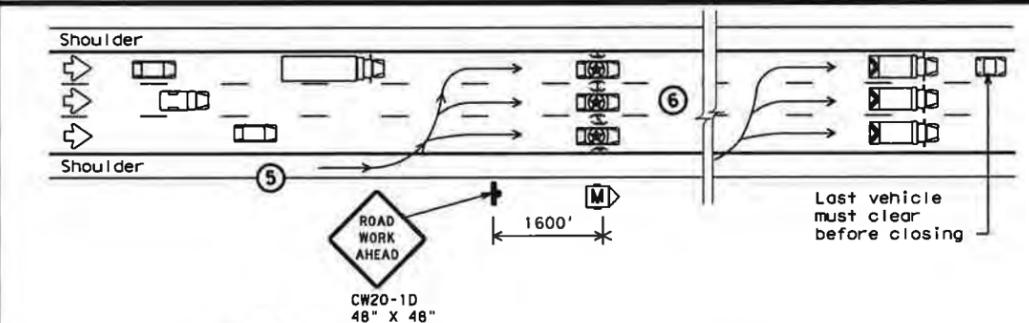
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



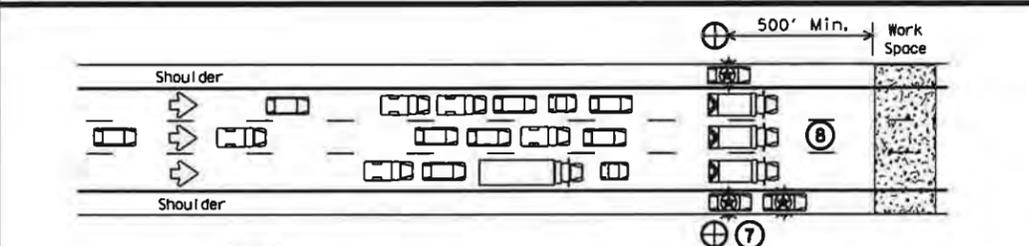
### 1 STARTING POSITION

- 1 Traffic control devices should be installed or located near their intended position prior to beginning temporary roadway closure sequence. Duplicate signs should be erected on the median side of the roadway when median width permits. Warning signs should not be placed on the paved shoulders that will be used by the WARNING LEOV, or where movement of the LEOVs or barrier vehicles will be impeded.
- 2 Prior to beginning the roadway closure sequence, all equipment, materials, personnel, and other items necessary to complete the work should be gathered near the work area. Entrance ramps located in the area where a queue is expected to build should be closed.
- 3 There should be one LEOV for every lane to be controlled, plus a minimum of one to warn traffic approaching a queue. An additional lead law enforcement officer is desirable to remain with the Engineer's or Contractor's point of contact (POC) during the operation in order to improve communication with all LEOVs involved.
- 4 One barrier vehicle with a Truck Mounted Attenuator and amber or blue and amber high intensity flashing/oscillating/strobe lighting shall be used for each lane to be closed.



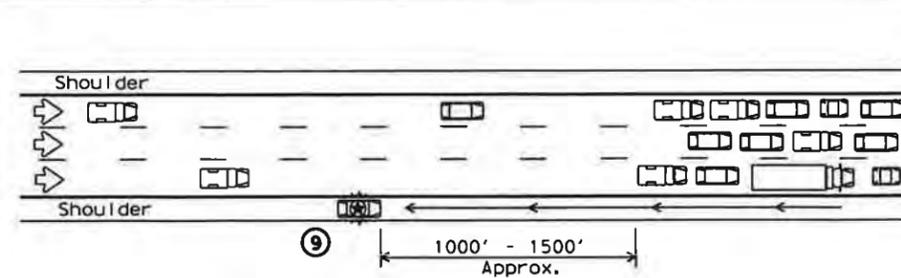
### 2 REDUCING SPEED OPERATION

- 5 Starting position of the LEOVs should be in advance of the most distant warning signs.
- 6 Once the LEOVs have achieved an abreast blocking formation while traveling toward the CP, emergency lights and headlights should be turned "ON". The LEOVs should maintain formation, not allow traffic to pass, and begin to decelerate. The LEOVs should continue to decelerate, giving the barrier vehicles opportunity to be staged upstream of the work space after traffic has cleared. The LEOVs should then continue to decelerate slowly until bringing traffic to a stop near the barrier vehicles.



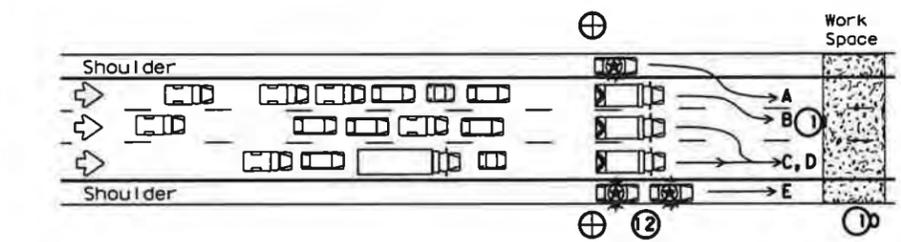
### 3 ALL TRAFFIC STOPPED AT CP

- 7 Once traffic is stopped the LEOVs should park on the shoulders with emergency lighting "ON" in order to provide law enforcement presence at the closure and keep shoulders blocked ahead of the work space. They should stay in radio contact with the WARNING LEOV.
- 8 The barrier vehicles should be parked, one in each lane, the parking brake set, with the high visibility flashing/oscillating/strobe lighting "ON," and the transmission in gear.



### 4 WARNING THE TRAFFIC QUEUE

- 9 The WARNING LEOV should proceed to the right shoulder of the roadway, with emergency lights on approximately 1000' in advance of the traffic queue (stopped traffic) as the queue develops. When determined that limited sight distance situations (crest of hills, sharp roadway curvature, etc.) may occur to motorists approaching the queue, the WARNING LEOV may proceed 1/4 mile or more in advance of the queue.



### 5 RELEASING STOPPED TRAFFIC

- 10 All equipment, materials, personnel, and other items should be removed from the roadway and maintain an adequate clear zone.
- 11 When the roadway is clear for traffic, the LEOV should proceed forward from the left shoulder followed by the barrier vehicles, from left to right, as shown alphabetically in the plan view.
- 12 The LEOV or LEOVs on the right shoulder may remain on the shoulder until satisfied that traffic is moving satisfactorily before merging or proceeding.
- 13 LEOVs and barrier vehicles should re-group at their respective starting positions if necessary.

LEGEND			
■	Channelizing Devices	⊕	Control Position (CP)
M	Portable Changeable Message Sign (PCMS)	🚚	Barrier Vehicle with Truck Mounted Attenuator
🚓	Law Enforcement Officer's Vehicle (LEOV)	➔	Traffic Flow

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓			

### GENERAL NOTES

1. All traffic control devices shall conform with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Additional guidelines for traffic control devices may be found in the TMUTCD. Signs conflicting with the roadway closure sequence should be completely removed or covered. Additional traffic control devices may be required for closure of access roads, cross streets, exit and entrance ramps as directed by the Engineer.
2. Law enforcement officers and all workers involved should review and understand all procedures before the roadway closure sequence begins. Pre-work meetings may be held for this purpose. Local emergency services and media should have advance notification of roadway closure, expected dates and approximate times of closures.
3. Law enforcement officers shall be in uniform and have jurisdiction in the locale of the work area. An additional WARNING Law Enforcement Officer's Vehicle (LEOV) may be used on the median side of the roadway where median shoulder width permits (See sequence #9).
4. The roadway closure should be during off-peak hours, as shown in the plans, or as directed by the Engineer.
5. Work should be limited to approximately 15 minutes maximum duration unless otherwise directed by the Engineer based on existing roadway conditions. If the work is not complete within 15 minutes, or if the end of the traffic queue extends past the most distant advance warning signs, the work area should be cleared of all equipment, materials, personnel, and other items, and the roadway reopened. When the queue has dissipated and the traffic flow appears normal the roadway closure sequence may be repeated.
6. For traffic volumes greater than 1000 Passenger Cars Per Hour Per Lane (PCPHPL), or for roadway closures that exceed 15 minutes, see details elsewhere in the plan.
7. If traffic queues beyond the advance warning signs during one road closure sequence, the advance warning should be extended prior to repeating the road closure sequence. When possible, PCMS signs should be located in advance of the last available exit prior to the closure to allow motorists the choice of an alternate route.

THIS PLAN IS INTENDED TO BE USED AT LOCATIONS/TIMES WHEN TRAFFIC VOLUMES ARE LESS THAN 1000 PASSENGER CARS PER HOUR PER LANE.

Texas Department of Transportation  
Traffic Operations Division Standard

## TRAFFIC CONTROL PLAN SHORT DURATION FREEWAY CLOSURE SEQUENCE

TCP (6-7) - 12

FILE: tcp6-7.dgn	DN: TxDOT	CK: TxDOT	DN: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
1-97 8-12	DIST	COUNTY	SHEET NO.	
4-98				

Exhibit (iii)  
Permit Road Crossing Drawings  
Traffic Control Plan

**BRAZORIA COUNTY, TEXAS  
I. & G.N.R.R. CO. SURVEY, A-693**



2019 Google LLC, used with permission. Google and the Google logo are registered trademarks of Google LLC (Imagery Date: 12/03/19)  
 IMAGERY OBTAINED FROM GOOGLE EARTH PRO USING PLEX.EARTH AND WAS NOT MODIFIED OR ALTERED BY MORRIS P. HEBERT, INC. OTHER THAN TO IMPROVE VISIBILITY. MORRIS P. HEBERT, INC. MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THE IMAGERY, AND RELIANCE ON THE ACCURACY OF THE IMAGES IS AT THE USER'S RISK.



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF MC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14639, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

**VICINITY MAP  
GRAPHIC SCALE**



NO.	DATE	REV. BY:	REVISION

**BAYMARK PIPELINE LLC**

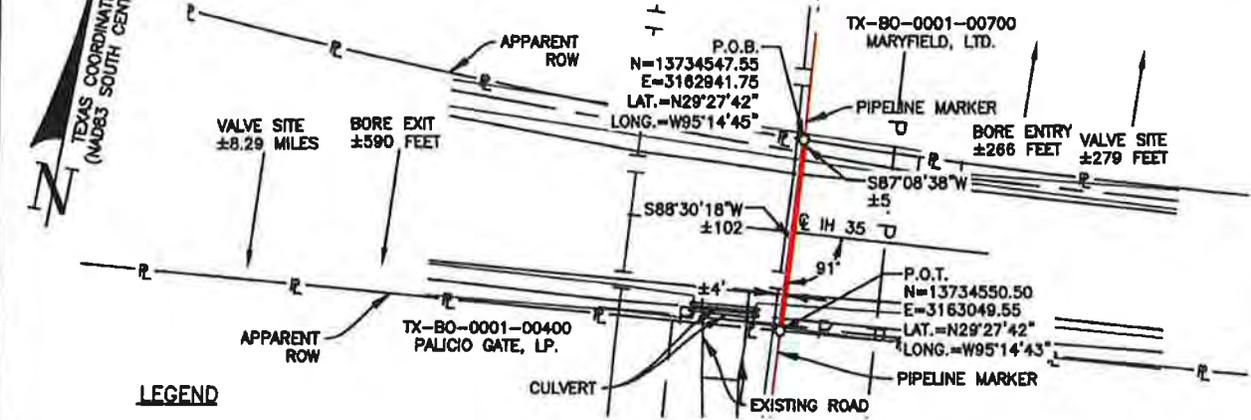
**VICINITY MAP  
PROPOSED 12" ETHYLENE PIPELINE  
ACROSS INTERSTATE HIGHWAY 35  
I. & G.N.R.R. CO. SURVEY, A-693  
BRAZORIA COUNTY, TEXAS**



DRAWN BY: AB	SHEET: 1 OF 3
CHKD./APPD. BY: BB	SCALE: 1" = 2000'
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

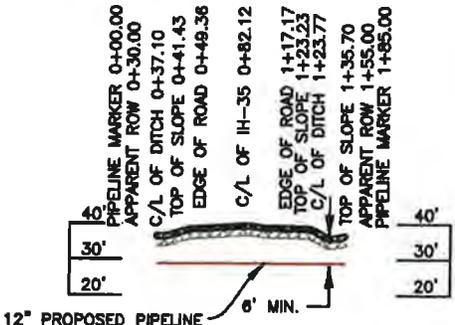
**BRAZORIA COUNTY, TEXAS**  
**I. & G.N.R.R. CO. SURVEY, A-693**

TEXAS COORDINATE SYSTEM  
 (NAD83 SOUTH CENTRAL ZONE)

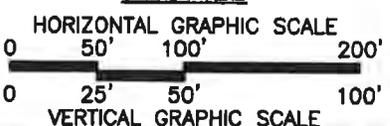


- LEGEND**
- R — PROPERTY LINE
  - | — FOREIGN PIPELINE
  - CALCULATED POINT
  - P — POWER LINE
  - / — TOP OF SLOPE

**PLAN**  
 GRAPHIC SCALE



**PROFILE**



4/28/20

I DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF NC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14936, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

TRACT NO: TX-BO-000100410

NO.	DATE	REV. BY:	REVISION

**BAYMARK PIPELINE LLC**

**PLAN & PROFILE**  
**PROPOSED 12" ETHYLENE PIPELINE**  
**ACROSS INTERSTATE HIGHWAY 35**  
**LOCATED IN I. & G.N.R.R. CO. SURVEY, A-693**  
**BRAZORIA COUNTY, TEXAS**



DRAWN BY: AB	SHEET: 2 OF 3
CHKD./APPD. BY: BB	SCALE: AS SHOWN
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

PROPOSED 12" ETHYLENE PIPELINE DESIGN DATA

**1.0 GENERAL INFORMATION**

- 1.1 APPLICANT/OWNER: BAYMARK PIPELINE LLC
- 1.2 PIPELINE NAME: PROPOSED BAYPORT TO MARKHAM
- 1.3 PRODUCT: ETHYLENE

**2.0 PIPELINE DESIGNED DATA**

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 BORED SECTIONS WILL EXTEND MINIMUM 5- FEET BEYOND EDGE OF CONCRETE PAVEMENT OR 10- FEET BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS) PLUS ANY ADDITIONAL WIDTH NECESSARY TO CLEAR AND EXISTING SIDEWALK
- 2.3 DESIGN PRESSURE: 2160 PSIG
- 2.4 HYDROSTATIC TEST PRESSURE: 3240 PSIG MAX 2700 PSIG MIN.
- 2.5 DESIGN FACTOR: 0.72

**3.0 CATHODIC PROTECTION**

- 3.1 RECTIFIER IMPRESSED CURRENT

**4.0 CONSTRUCTION METHOD**

- 4.1 PIPELINE WILL BE INSTALLED BY GUIDE BORE

**5.0 ROAD BORE PIPE**

- 5.1 OUTSIDE DIAMETER: 12.750"
- 5.2 WALL THICKNESS" 0.472"
- 5.3 MATERIAL: CARBON STEEL
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



4/28/20

I DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF NC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

NO.	DATE	REV. BY:	REVISION
-----	------	----------	----------

**BAYMARK PIPELINE LLC**

PIPELINE DESIGN DATA  
 PROPOSED 12" ETHYLENE PIPELINE  
 ACROSS INTERSTATE HIGHWAY 35  
 LOCATED IN I. & G.N.R.R. CO. SURVEY, A-693  
 BRAZORIA COUNTY, TEXAS



DRAWN BY: AB	SHEET: 3 OF 3
CHKD./APPD. BY: BB	SCALE: AS SHOWN
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

September 3, 2019

RE: Baymark Pipeline, LLC 12" Bayport to Markham Ethylene Pipeline

To Whom It May Concern:

This memo is to calculate the minimum pipe wall thickness of said pipeline in accordance with the design formula,  $P = (2St/D) \times E \times F$  (Barlow's Equation), as described in 49 CFR Part 195 for transportation of hazardous liquids by pipeline, where:

$P$  = Internal design pressure in p.s.i. (kPa) gage.

$S$  = Yield strength in pounds per square inch (kPa).

$t$  = Nominal wall thickness of the pipe in inches (millimeters).

$D$  = Nominal outside diameter of the pipe in inches (millimeters).

$E$  = Seam joint factor determined in accordance with paragraph (e) of this section.

$F$  = A design factor of 0.72, except that a design factor of 0.60 is used for pipe, including risers, on a platform located offshore or on a platform in inland navigable waters, and 0.54 is used for pipe that has been subjected to cold expansion to meet the specified minimum yield strength and is subsequently heated, other than by welding or stress relieving as a part of welding, to a temperature higher than 900 °F (482 °C) for any period of time or over 600 °F (316 °C) for more than 1 hour.

The project specific values for Barlow's equation are:

$P = 2,160 \text{ lb/in}^2$

$S = 60,000 \text{ lb/in}^2$

$D = 12.750 \text{ inch}$

$E = 1.0$

$F = 0.5$  (chosen by Owner as extra level of safety)

Rearranging Barlow's equation to solve for the minimum wall thickness -

$$t = (P * D) / (2 * S * E * F)$$

$$t = (2,160 * 12.750) / (2 * 60,000 * 1.0 * 0.5)$$

$$t = 27,540 / 60,000$$

$$t = 0.459 \text{ inch (minimum wall thickness required for design conditions)}$$



Approval Form  
Online version 11/2005

**APPROVAL**

To Patti Riddles  
Baymark Pipeline LLC  
1100 Louisiana Street, Suite 1000  
Houston, TX 77002

Date 3/3/2020  
Application No. HOU20200115114528  
District App. No. 20-1256  
Highway SH 0035  
Control Section 017802  
Maintenance Section Brazoria  
County Brazoria

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. HOU20200115114528 (District Application No. 20-1256) dated 3/3/2020 and accompanying documentation, except as noted below.

**Needs Maintenance Division review/approval.**

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

**Special Provisions:  
ExtraProvisions Rev20180307**

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation  
By Fnu Besmellah  
Title Trans Engineer  
District Houston

## ADDITIONAL SPECIAL PROVISIONS FOR HOUSTON DISTRICT UTILITY PERMITS

REVISED MARCH 7, 2018

- The Texas Department of Transportation (TxDOT) is not a member of 811. At least 72 hours before starting work, make arrangements for locating existing TxDOT-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling TxDOT's Houston District Traffic Signal Operations Office at 713-802-5662 to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.
- This utility permit is subject to a *separate* traffic control plan being approved by the TxDOT Area Engineer. All work must follow the TxDOT Traffic Control Plan Standards, Latest Revision, or if approved, Typical Applications shown in the *Texas Manual on Uniform Traffic Control Devices*, Latest Revision, Chapter 6-H. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the Permittee. Contractor is required to supply all barricades, warning signs, and flagmen when necessary; contractor must supply all sub-contractors with a copy of this permit and approved traffic control plan. No overnight lane closures will be allowed.
- The Permittee shall coordinate the sequence of construction and traffic control plan with any adjacent highway construction or maintenance projects. In the event such interference occurs, you will cease operations in the area until such time as the road work is completed.
- Approval of this request by TxDOT does not relieve the utility owner or its agents of the obligation to seek concurrence / approval by appropriate regulatory agencies or other interest holders, such as railroad companies. Work performed on railroad right-of-way, or within waterways, such as rivers, creeks, bayous, and drainage ditches, may require such additional concurrence / approval.
- No discharges, such as effluent, produced groundwater, or chlorinated flush water, may be drained into State highway storm sewer infrastructure, without the approval of a separate agreement. Contact the TxDOT Houston District Permits Office at (713) 802-5553, -5512, or -5575 for additional information. In addition, the Grantee certifies that its storm water runoff to the State's right-of-way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right-of-way through storm water connections.
- Any adjustment or relocation of this installation necessary because of future highway construction shall be accomplished without cost to TxDOT. The permittee shall indemnify and save harmless the State from any and all damages or losses that may develop due to this project.
- All excavations within the right-of-way shall be backfilled according to the *TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, Item 400, as currently amended. All backfill shall be compacted to densities equal to that of surrounding soil. All surplus material shall be removed from the right-of-way, and the excavation finished flush with surrounding natural ground. All exposed dirt surfaces shall be sodded, unless otherwise approved by the TxDOT Area Engineer. A slope of 4:1, or flatter, shall be required on the ditch front slope.
- Encasement shall be steel, concrete, or high-density polyethylene (HDPE), and shall extend past the top of back slope of the outermost ditches, or five feet beyond the back of curb.

**ADDITIONAL SPECIAL PROVISIONS FOR HOUSTON DISTRICT UTILITY PERMITS**  
*REVISED MARCH 7, 2018*

- Highway crossings shall be bored or tunneled. Annular voids between the bore hole or tunnel, and the carrier line or encasement, shall be filled with a slurry grout or flow-able fill, to prevent settlement of any part of the highway.
- Fluids used in connection with boring operations shall only be allowed in sufficient quantity to lubricate boring pits, or to provide a smooth flow of cuttings. Jetting will not be allowed.
- Design and material of high pressure pipelines (greater than 60 psi) must meet the appropriate State and Federal guidelines.
- All manhole covers shall be installed flush with ground level.
- Aerial crossings shall be installed and maintained at a minimum of 22 feet for electric lines and 18 feet for communication lines. This applies to all parallel and perpendicular crossings of pavement, within the State of Texas right-of-way, including all public cross streets. For crossings of bridges and retaining walls, all crossings shall be installed and maintained at a minimum of 30 feet for all lines.
- Fiber optic communications lines greater than 500 feet in length shall provide at least 50 feet of slack coil in an adjacent vault, manhole, and/or handhole.
- The contractor or sub-contractor is required to contact the TxDOT Maintenance Supervisor a minimum of 72 hours prior to commencing any work.

<b>TxDOT Maintenance Supervisors</b>	<b>Office Phone</b>
▪ Brazoria County	(979) 864-8500
▪ Fort Bend County	(281) 238-7900
▪ Galveston County	(409) 978-2552
▪ Montgomery County	(936) 538-3300
▪ Waller County	(979) 921-2400
▪ Harris County, Inside IH 610 Loop	(713) 636-7400
▪ Harris County, North	(281) 319-6400
▪ Harris County, Southeast	(281) 464-5500
▪ Harris County, West	(713) 934-5900
▪ Traffic Signal Operations	(713) 866-7101
▪ SH 288 in Harris County	(346) 231-0427

# Exhibit (iv) Pipeline Design Basis Document



**Baymark Pipeline, LLC  
Bayport to Markham Ethylene  
Pipeline**

**Design Basis  
Document**

*Prepared by*  
**NorthStar Energy Services, Inc.**  
**May 15, 2020**

<b>REVISION NO:</b>	<b>DATE:</b>	<b>REVISION:</b>	<b>PROJECT MANAGER APPROVAL (INITIAL &amp; DATE)</b>	<b>CLIENT APPROVAL (INITIAL &amp; DATE)</b>
A	07/12/2019	Initial Review	JPH (07/12/19)	
B	05/15/2020	Issued for Permit	JPH (05/15/20)	

# Table of Contents

---

<b>1.</b>	<b>PURPOSE .....</b>	<b>4</b>
<b>2.</b>	<b>PROJECT DESCRIPTION .....</b>	<b>4</b>
	2.1. Pipeline Routing .....	4
<b>3.</b>	<b>DESIGN PARAMETERS .....</b>	<b>5</b>
	3.1. Codes, Standards and Specifications.....	5
	3.2. Fluid Properties .....	8
	3.3. Pipeline Maximum Operating Pressure .....	8
	3.4. Design Factors Requirements .....	8
	3.5. Site Conditions .....	9
<b>4.</b>	<b>PIPELINE DESIGN.....</b>	<b>9</b>
	4.1. Hydraulic and Surge Analysis .....	9
	4.2. Pipe Specifications.....	9
	4.3. External Coatings.....	10
	4.4. Mainline Valve Assemblies.....	10
	4.5. Scraper Traps.....	11
	4.6. Fittings, Bends and Mainline Taps.....	11
	4.7. Pipeline Segments .....	12
	4.8. Geotechnical Investigation and Engineering.....	12
	4.9. Electrical Connections .....	13
	4.10. Instrumentation and Controls .....	13
	4.11. Cathodic Protection .....	14
	4.12. AC Mitigation .....	14
	4.13. Construction Right-of-Way .....	14
	4.14. Ditch Configuration .....	15
	4.15. Road and Railroad Crossings .....	15
	4.16. River and Stream Crossings .....	16
	4.17. Horizontal Directional Drilled (HDD) Crossings .....	16
	4.18. Pipeline Inspection and Testing.....	16
	4.19. Signs and Markers .....	17

## 1. PURPOSE

The purpose of this Design Basis Document (DBD) is to collect, define, and formalize the design basis, technical parameters, methodology, assumptions, and necessary resources that are to be used to successfully complete the detailed engineering and design of approximately 92.28 miles of 12-inch diameter pipeline and related appurtenances, for the Bayport to Markham Ethylene pipeline. Project Name A42412 Bayport to Markham Ethylene Pipeline, Company Name Baymark Pipeline, LLC. This document will be updated to reflect any changes in the requirements, design or installed configuration.

## 2. PROJECT DESCRIPTION

The Bayport to Markham Ethylene Pipeline consists of a buried 12-inch liquid ethylene pipeline, approximately 92.28 miles in length. The Bayport to Markham Ethylene Pipeline will utilize a new Enterprise facility at the origin and a new Enterprise facility at the termination location. The pipeline route navigates through the following Texas Counties: Harris, Galveston, Brazoria and Matagorda Counties. The proposed centerline route is determined by Enterprise.

The pipeline route commences at the new Enterprise Fairmont Meter Station, located in La Porte, TX. The pipeline route terminates at the new Markham North Valve Site northwest of Markham, Texas. The approximate pipeline segments shown in the table below are subject to change pending final routing. The proposed pipeline is entirely contained within the State of Texas.

Section	Origination (Approx.)	Termination (Approx.)	Length (miles)*
Segment 1	LAT: 29.653469° LONG: -95.039701°	LAT: 29.405334° LONG: -95.345556°	32.25
Segment 2	LAT: 29.405334° LONG: -95.345556°	LAT: 28.995317° LONG: -96.162366°	60.03

\*Mileage may vary as route is finalized

The pipeline system includes an estimated twelve (12) mainline valve assemblies, one (1) launcher trap to be installed at the Fairmont Meter Station, and one (1) Receiver trap to be installed at the Markham North Valve Site. Mainline valve locations will be determined in accordance with the requirements set forth in 49 CFR Part 195.260 as well as Enterprise specifications.

### 2.1. Pipeline Routing

The overall pipeline route proceeds in a northeast to southwest direction, beginning at a new meter station located in La Porte, TX and ending at the new facility located in Markham, TX. Pipeline routing to be completed by Enterprise.

## 3. DESIGN PARAMETERS

---

### 3.1. Codes, Standards and Specifications

The pipeline and associated above-grade facilities will be designed and constructed in accordance with all applicable federal, state and local rules and regulations; special regulatory permit requirements; and applicable industry design and construction standards, specifications, and recommended practices. All piping associated with the pipeline system is in accordance with ASME B31.4.

Design and construction work shall be performed in accordance with Enterprise engineering, design and construction standards and specifications, and/or any specific design requirements described in the design basis. NorthStar received from Enterprise the specific Company Standards, frozen as of **May 16, 2019**, that will be used for this project. In the event of any conflict between various reference documents, the more stringent of the conflicting specifications may take precedence.

More specifically, the following shall apply:

#### Regulatory Codes

- US Code of Federal Regulations, Title 49 Part 195 - Transportation of Hazardous Liquids by Pipeline
- OSHA, Occupational Safety and Health Administration

#### Design and Construction Codes

- ASME B31.4 - Pipeline Transportation Systems for Liquid Hydrocarbons and Other Liquids
- API RP 1102 - Steel Pipelines Crossing Railroads and Highways
- NACE SP0169-2007 - Control of External Corrosion on Underground or Submerged Metallic Piping Systems
- ASME Section VIII, Division 1 - Boiler and Pressure Vessel Code, Rules for Construction of Pressure Vessels
- UBC, Uniform Building Code
- API 1104 - Welding of Pipelines and Related Facilities
- AWS, American Welding Society
- ASCE, American Society of Civil Engineers
- ACI, American Concrete Institute
- AISC, American Institute of Steel Construction
- AISI, American Iron and Steel Institute
- NFPA, National Fire Protection Association
- NFPA 70: National Electrical Code
- API, American Petroleum Institute
- ASCE 7-05 Minimum Design Loads for Buildings and Other Structures

#### Material Codes

- API 5L: Specification for Line Pipe
- API 6D: Specification for Pipeline Valves
- API 602: Small Forged Valves
- API 598: Valve Inspection and Testing

- ASME/ANSI B16.5 - Pipe Flanges and Flanged Fittings
- ASME/ANSI B16.47 - Large Diameter Steel Flanges
- ASME/ANSI B16.9 - Factory-Made Wrought Steel Buttweld Fittings
- ASME/ANSI B16.11 - Forged Steel Fittings, Socketweld, and Threaded
- ASTM A-105 - Carbon Steel Forgings for piping applications
- ASTM A-106 - Welded and Seamless Carbon pipe nipple
- ASME/ANSI B16.25 - Buttweld Ends
- MSS SP-44: Steel Pipeline Flanges
- MSS SP-75: Specification for High-Test Wrought Butt-Welding Fittings
- MSS SP-97: Integrally Reinforced Forged Branch Outlet Fitting

#### Owner Engineering Standards

- STD.0250 Project Records Management
- STD.0501 Facility Record Drawing Defined
- STD.0502 Facility Record Drawing Development
- STD.0503 Facility Record Drawing Revision and Reference
- STD.0504 Facility Record Drawing Cad Standard
- STD.0512 Facility Tagging and Data Point Naming
- STD.1002 Combustible Gas, Toxic Gas, and Fire Detection Systems
- STD.1013 Removing a Safety Device from Service
- STD.2000 Electrical Design
- STD 2001 Electrical Construction
- STD.2004 Electrical 480-Volt Switchgear
- STD.2005 Electrical 480-Volt Motor Control Centers
- STD.2006 Transformers-Power and Distribution
- STD.2007 Electrical Uninterruptible Power Supply (UPS)
- STD.2008 Batteries and Charging Equipment for Reserve Power Systems
- STD.2009 Electrical Wires and Cables
- STD.2013 Electrical Freeze Protection and Process Heat Tracing Systems
- STD.2016 Electrical Acceptance Tests
- STD.2019 Testing Low Voltage Air Circuit Breakers
- STD.2020 Electric Motor Operators
- STD.2022 Packaged Electrical Equipment Requirements
- STD.2026 Liquid Filled Transformer Inspection and Testing
- STD.2028 Arc Flash Risk Assessment
- STD.2029 Electrical Bus Duct and Cable Bus Low and Medium Voltage
- STD.2030 Electrical Circuits and Equipment Checkout
- STD.2404 Low Voltage AC Induction Motors
- STD.2405 Medium Voltage AC Induction Motors
- STD.2501 Design, Construction, and Construction Oversight of Civil Work
- STD.2600 Fencing
- STD.2702 Structural Steel Design, Fabrication, and Erection
- STD.2800 Foundation Design
- STD.2802 Concrete Construction
- STD.2900 Geotechnical Engineering Investigation
- STD.3006 Control Valves and Actuators
- STD.3007 Programmable Logic Controller (PLC)
- STD.3008 Human-Machine Interface (HMI)
- STD.3100 General Instrument Design and Installation
- STD.3130 Loop Check Standard
- STD.3200 Instrumentation Specifications

- STD.3401 Computational Pipeline Monitoring (Leak Detection) and Batch Tracking Instrument Requirements
- STD.4403 Pneumatic Testing of Piping
- STD.4500 Line Pipe Specification for Onshore Applications (API 5L) for Pipe Purchased from Manufacturers
- STD.4501 Line Pipe Specification for Onshore Applications (API 5L) for Pipe Purchased from Suppliers
- STD.4503 Valve Repair and Reconditioning
- STD.4505 Shop Fabricated Induction Bends
- STD.4506 Design of Pipeline Pig Launchers and Receivers
- STD.4507 Pipeline Hydrostatic Testing
- STD.4511 Line Pipe Transportation
- STD.4600 Pipeline Design for Onshore Pipelines
- STD.6801 Pressure Relief Devices and Depressuring Systems
- STD.7000 Corrosion Prevention for the Construction of New Pipelines, Storage Tanks and Facilities
- STD.7001 Protective Coatings - Above Ground Steel Surfaces
- STD.7002 Protective Coatings - Below Ground Steel Surfaces
- STD.7003 Protective Coatings - Below Ground Steel Surfaces – Plant Applied Fusion-Bonded Epoxy and Abrasion- Resistant Overlay
- STD.7005 Concrete Weight Coating for Pipelines
- STD.7007 Material Selection and Installation of Flange Insulation Sets
- STD.8001 Enterprise API 1104 Welding Procedures
- STD.8004 In-service Welding Pre-assessment, Evaluation, and Approval
- STD.8006 Welder Qualification
- STD.8007 Weld Documentation Review Process for Code Compliance
- STD.8008 Welding of Pipeline and Related Facilities, and Nondestructive Examination Requirements
- STD.8012 Welded Hot Taps
- STD.8015 Filler Metal
- STD.8501 Bolt Torquing and Flange Assembly
- STD.8503 General Expectations for Third Party Inspectors
- STD.8700 Pipeline Construction
- STD.8701 General Conditions
- STD.8703 Clearing and Grading
- STD.8704 Ditching
- STD.8705 Pipe Stringing and Material Handling
- STD.8706 Field Bending and Alignment
- STD.8707 Lowering-In and Backfilling
- STD.8708 Cleanup and Restoration
- STD.8709 Horizontal Directional Drilling
- STD.8710 Pipeline Construction Near Powerlines
- STD.8712 Earthwork
- STD.8715 Blasting Adjacent to Pipelines
- STD.9002 Surveying and Mapping
- STD.9012 General Inline Inspection Vendor Reporting Requirements
- STD.9013 High Consequence Area Identification for New Construction of Hazardous Liquid Pipelines

The latest applicable version of the regulatory codes, standards, specifications and recommended practices at the time of this design basis issue shall apply when referenced in engineering calculations, reports, specifications and requisitions.

### 3.2. Fluid Properties

The pipeline is designed to handle a liquid ethylene product. The maximum anticipated product flow rate is 208,000 lbs/day (24-hour day).

The Enterprise-specified fluid properties used for the detailed design are summarized in the table below.

Design Flow	208,000 lbs/day
Normal Operating Temperature	-20° to 100°F
Maximum Operating Temperature	100°F
Pipeline Design Pressure/MOP	2160 psig
Fluid Type	Liquid Ethylene
Specific Gravity (Rel. to H2O)	0.345 (@ Max. Design Temp. & Press.)
Kinematic Viscosity	0.08617 cSt (@ Max. Design Temp. & Press.)
Critical Pressure	731 psia

### 3.3. Pipeline Maximum Operating Pressure

The pipeline design includes materials suitable for the operating limits of ANSI 900 components with a maximum temperature of 100°F (2,160 psig). The maximum operating pressure (MOP) of the pipeline is 2,160 psig.

The Hydraulic model and Surge Study applicable to the proposed pipeline to be provided and conducted by Enterprise (REF: Section 4.1.).

### 3.4. Design Factors Requirements

The pipeline design factor was governed by 49 CFR Part 195 and Enterprise STD. 4600. A maximum design factor of 0.72 shall be used, except in the following areas in which a more stringent design factor will be utilized:

- Per TXDOT requirements, a maximum design factor of 0.50 shall be used at TXDOT crossings.
- At bores and Horizontal Directional Drills (HDDs), a maximum design factor of 0.60 shall be utilized for design purposes.
- Scraper trap locations, a maximum design factor of 0.60 shall be utilized for design purposes.
- Mainline Valve (MLV) locations, a maximum design factor of 0.72 shall be utilized for design purposes.

### 3.5. Site Conditions

Minimum design temperature is expected to be -150°F or higher. Low temperature carbon steel and stainless steel piping is required. Stainless steel material is required at material locations for which the product traverses through to reach atmospheric conditions (vents and drains) to account for the Joule-Thomson effect. The design temperature of pipes, valves, fittings and equipment is as follows:

- 09CS235
  - Design Temperature Range, °F (-) 20 – (+) 120°F
- 09CT315
  - Design Temperature Range, °F (-) 50 – (+) 120°F
- 09SR355
  - Design Temperature Range, °F (-) 150 – (+) 120°F

Charpy V Notch impact testing temperature of pipe shall be conducted at a maximum temperature of -20°F to satisfy the minimum temperature set forth in the applicable Enterprise Piping Standard.

## 4. PIPELINE DESIGN

---

### 4.1. Hydraulic and Surge Analysis

Pipeline hydraulic calculations and surge study was performed and analyzed by Enterprise. The pipe diameter selection is 12-inch based on cursory steady-state analysis without accounting for Mainline Valve (MLV) losses.

### 4.2. Pipe Specifications

All line pipe to be manufactured, tested and inspected in accordance with the requirements of API 5L PSL2 – 45th edition of the appropriate grade for pipe size, MOP, and design factor.

Pipe wall thickness shall comply with the requirements of ASME B31.4 and 49 CFR Part 195. Tapered butt-joint weld to be used for transitions between thinner/heavier wall pipes as shown in ASME B31.4-2012 Figure 434.8.6-2 (B).

Pipe (Mainline-Open Cut); DF = 0.72	12.750" O.D., 0.500" Min. W.T., API 5L, PSL2, Grade X-60, ERW or HSAW, BE
Pipe (Mainline - within Bored and HDD crossings); DF = 0.60	12.750" O.D., 0.500" Min. W.T., API 5L, PSL2, Grade X-60, ERW or HSAW, BE
Pipe (Mainline within MLV sites); DF = 0.72	12.750" O.D., 0.500" Min. W.T., API 5L, PSL2, Grade X-60, ERW or HSAW, BE
Wall Thickness and Grade of Pipe within Scraper Traps assemblies; DF = 0.60	12.750" O.D., 0.500" Min. W.T., API 5L, PSL2, Grade X-60, ERW or HSAW, BE

External Coating	Fusion Bonded Epoxy (FBE) EPCO Coating Standard.
Abrasion Resistant Overcoat (ARO) (Bores and HDD crossings)	ARO overlay FBE per EPCO Coating Standard.
Internal Coating	None
Scraper Trap Locations	Fairmont Meter Station Markham North Valve Site

**Note:** List above included the proposed large bore pipe only. Mill tolerances and corrosion allowances have not been added at this time due to the absence of sour gas or corrosive product.

### 4.3.External Coatings

The main line pipe shall be protected externally with a factory-applied fusion-bonded epoxy (FBE) coating having a minimum average dry film thickness per EPCO Coating STD 7002.

Pipe to be installed by methods of HDD or bore will be supplied with approximately 30 to 40 mils of abrasion-resistant overlay (ARO) coating in addition to the 15 to 22 mils of FBE. Field weld joints to be coated with FBE with a minimum average dry film thickness of 15 mils. Field weld joints to not be internally coated.

Buried valves and fittings that cannot be readily pre-coated with FBE shall be externally protected Liquid Epoxy per Enterprise STD.7002. Buried valves to be furnished "water-tight" and the piping of the grease injection system to be extended 5'-0" above centerline of valve.

Aboveground piping shall be prepared and painted in accordance with the Owner's painting requirements. Design maximum temperature of coating systems for all pipe, valves and fittings shall be 100°F unless otherwise specified by Enterprise.

### 4.4. Mainline Valve Assemblies

Above grade mainline valve assemblies shall include ASME/ANSI Class 900 through conduit raised face flanged valves and shall be manufactured in accordance with the requirements of API 6D and Enterprise standards. Intermediate mainline valves to be installed above grade, except for mainline valves where landowners require below grade. All buried MLV assemblies to allow the valve bonnet to be above grade. Valve drain, stem, vent, seat injections, and thermal relief to be piped above grade and to terminate just below the mounting flange. Above-grade Mainline Valves will abide by Enterprise Gate Valve Spec V-094CV. Buried Mainline Valves will abide by Enterprise Gate Valve Spec V-094WE. Valve type(s) to be verified prior to procurement.

An Emergency Flow Restricting Device (EFRD) and High Consequence Area (HCA) Study will be conducted. The Mainline valve spacing will be governed by the HCA Study/EFRD Study and requirements outlined in 49 CFR Part 195.452, company standards, constructability and landowner consent.

The below list further details guiding principles in the mainline block placement.

- Where possible, a 7.5 mile maximum spacing for liquid pipelines that are transporting highly volatile liquids (HVL) in high consequence areas (HCA).
- Where possible, a maximum spacing of 10 miles for liquid pipelines that are transporting HVL in non-HCA areas
- Where possible, mainline valves to be installed at the following locations:
  - At the upstream and downstream sides of water crossings that are more than 100 feet wide from high-water mark to high-water mark and public water supply reservoirs
  - Within mainline pump stations
  - At locations that will minimize damage or pollution from accidental hazardous liquid discharge
  - At areas not prone to flooding or standing water
- Where possible, mainline valves to be located at least 50 feet from highways and overhead telephone lines, and at least 100 feet from overhead power lines. Distances shall be further subject to Enterprise specifications.
- Consideration to be given to allow for remotely controlled mainline valves at a maximum separation distance of approximately 50 miles along the mainline.

Vent piping to be installed at each mainline valve assembly and shall be designed to accept bypass piping. Vent valves shall be ASME/ANSI Class 900 flanged end gate valves in accordance with API 6D and Enterprise specifications. Vent piping to include ASME/ANSI Class 900 flanges and blind flanges.

Each mainline valve assembly, except those within pump stations, shall be enclosed in a chain link fenced area, approximately 30 feet by 50 feet minimum or 50 feet by 75 feet where possible and will be equipped with two (2) 10-foot double swing access gates and one (1) 3-foot personnel access gate to provide maintenance and safety access. Access gates should be orientated such that they open into pipeline easement. Fences shall be 6 feet high, consisting of 6 feet of chain link and 2 feet of barbed or ribbon wire at the top. The minimum depth for fence post shall be two 2 feet.

#### 4.5. Scraper Traps

The pipeline will be designed to permit periodic internal cleaning and inspection. Cleaning and inspection will be performed using permanent scraper (pig) launcher and receiver connections located at each end of the pipeline.

Although the regulatory system design factor is 0.72, scraper trap fabricated assemblies will be designed utilizing a 0.60 per Enterprise STD.4506 and shall be fabricated from materials commensurate with the respective MOP. Traps will be suitable for handling maintenance pigs as well as internal inspection tools (smart pigs). Traps will be equipped with quick-opening end closures and safety devices to prevent opening under pressure. Large bore trap valves will be motor operated. Full line size will be utilized on the receiver bypass piping. Pigging filter bypass valves will be installed on the receiver kicker lines.

#### 4.6. Fittings, Bends and Mainline Taps

Fittings shall be designed and fabricated per MSS SP-75 and applicable Enterprise standards with wall thicknesses beveled to match the pipeline wall thickness. Pipe bends utilized will

be either cold field bends or 3D Field Segmentable Fittings. Field or cold bends shall meet the requirements as specified in ASME B31.4-2012 Section 404.2.2.

Mechanical connections or provisions for future mechanical connections between the proposed Bayport to Markham and the existing pipelines or pump stations are not required at the time of the design basis creation.

#### 4.7. Pipeline Segments

All piping connections associated with existing and new installation facilities will be designed and constructed in accordance with all applicable federal, state and local rules and regulations, as well as any special regulatory permit requirements, applicable industry design and construction standards, specifications, and recommended practices. The quantity of HDD Crossings, Road Crossings, Mainline Valve Assemblies and Scraper Traps will vary among segments as noted in the table below. The quantities listed below are subject to change pending the final routing.

SEGMENT	QUANTITIES						
	HDD	ROAD	RAILROAD	MLV (MOV- PIPELINE)	MLV (HOV)	MLV (MOV- STATION)	TRAPS (LAUNCHER/RECEIVER)
1	49	45	8	2	0	0	1/0
2	11	27	0	10	0	1	0/1
<b>TOTAL</b>	<b>60</b>	<b>72</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>1</b>	<b>1/1</b>

#### 4.8. Geotechnical Investigation and Engineering

Geotechnical bore samples and lab analysis will be performed at selected sites for piping and/or equipment foundation design and for facilitating the design of HDDs and bores based upon the recommendations outlined in the geotechnical reports. Existing geotechnical available from previous projects may be used in lieu of new borings if the information is deemed relevant and useful.

Grading and drainage plans for the trap locations are the responsibility of the station engineering firm and contractor.

The HDD test borings will extend to a depth greater than 20 feet of the proposed drill designs. Test borings to be filled with a cement-bentonite grout mixture at completion; excess cuttings and fluids to be spread adjacent to the boring locations. Soil boring locations chosen will be accessible by conventional geotechnical drilling equipment. All geotechnical drilling, sampling and grouting of the soil borings to be performed in accordance with ASTM International Standards and Enterprise Standard 2900, Geotechnical Engineering Investigation. Each test boring shall allow for soil sampling at intervals of no greater than 2.5 feet (75 cm) in the upper 10 feet (3 m), and every 5 feet (1.5 m) thereafter and at changes in strata.

The geotechnical work performed must abide by all applicable federal, state and local rules and regulations; special regulatory permit requirements; company standards; and applicable industry standards, specifications, and recommended practices.

The quantity of core samples retrieved per segment including pumps station is as follows:

SEGMENT 1	SEGMENT 2
7	4

#### 4.9. Electrical Connections

The required mainline block valve assemblies along the pipeline will be motor operated. Each of the scraper trap assemblies as part of the Bayport to Markham Ethylene Pipeline System will include three (3) large bore valves with motor operators. The motor operated valves will be designed and equipped with electrical isolation devices. Motor operated valves will be equipped for remote operation and tied into the Enterprise SCADA System. Limitorque MX series actuators are expected to be used.

The electrical design of the mainline valve assemblies, as a responsibility of NSES Engineering, will be in accordance with Enterprise standards STD. 2000 and STD.2009, and the National Electrical Code (NFPA 70).

All MOVs will require 480VAC, 3-phase power; power for the MOVs will be obtained directly from a 480V panelboard. If site power availability is 120VAC single phase only, a rotary power convertor may be installed to supply 3-phase power to the MOV. If and where possible existing power sources will be utilized.

The proposed fabricated assemblies that include a motor valve will require a bus stop and a power. The bus stop will be provided, owned, and maintained by Enterprise, and the power drop will be provided by the local utility company. To allow for periodic review or maintenance, power drop and meter will be located outside of the proposed mainline valve site fence limits; all other equipment associated with the valve site will remain within the site fence. By means of a connection between the utility provided power and the company owned bus stop located within each site, the bus stop will allow for a distribution of power to all remaining equipment within the site fence. NorthStar will design the bus stops and support the Enterprise elected bus stop manufacturer. Each bus stop will consist primarily of a power distribution panelboard and a Programmable Logic Controller (PLC). Pending site design requirements, additional equipment may be needed within each individual bus stop.

#### 4.10. Instrumentation and Controls

Instrumentation specifications and connection design is in accordance with all corresponding EPCO standards, and the National Electrical Code (NFPA 70).

Each trap to include two (2) pressure gauges, one (1) pressure transmitter, (1) flag pig sig assembly and one (1) flag and electrical combined pig sig assembly. Skin temperature transmitters are no longer required.

All motor operated mainline valve assemblies include a pressure transmitter and temperature transmitter immediately upstream and downstream of the mainline valve.

All electrical instrumentation will be tied into the Enterprise SCADA system. The station engineering firm and contractor will be responsible for ensuring operation functionality of the trap and mainline valve assembly instrumentation installed within Pump Stations. All controls and HMI interface programming will be completed by the Company.

#### 4.11. Cathodic Protection

Interference caused by the influence of Direct Current (DC) or Alternating Current (AC) will be evaluated. Interferences such as DC or AC voltage induced by HVAC powerlines or foreign pipelines as well as the critical effect on pipe-to-electrolyte potentials and potential soil-side corrosion will be considered in the cathodic protection designing, energizing and testing phases of the project. During the design stage, soil resistivity readings will be taken along the right-of-way to help determine cathodic protection requirements. The pipeline will be protected from corrosion by an impressed current cathodic protection system. Design provisions may be implemented to bond the new Bayport to Markham Ethylene pipeline CP System to the new Webster to Braskem pipeline. CP and AC Mitigation additions, where feasible to the intent of the design, are to be located within proposed valve site locations.

Station and Pipeline demarcations will occur at flanged connections and will include an insulating joint kit to electrically isolate the pipeline from the station(s). All insulating flange kit will be exhibited on the NSES provided drawing sets. The design details will be included in the project specific cathodic protection design report.

#### 4.12. AC Mitigation

A pipeline collocated with AC transmission lines can be subjected to multiple types of electrical and alternating current interference. The design objective of this project will be to:

- Accurately identify collocated sections of the pipeline.
- Determine soil resistivity measurements along the collocated sections of the pipeline.
- Create Soil Resistivity Models to determine worst-case interference effects on the pipeline system.
- Create AC Potential Models to determine the maximum pipeline AC interference potentials at locations of high voltage electric transmission circuits.

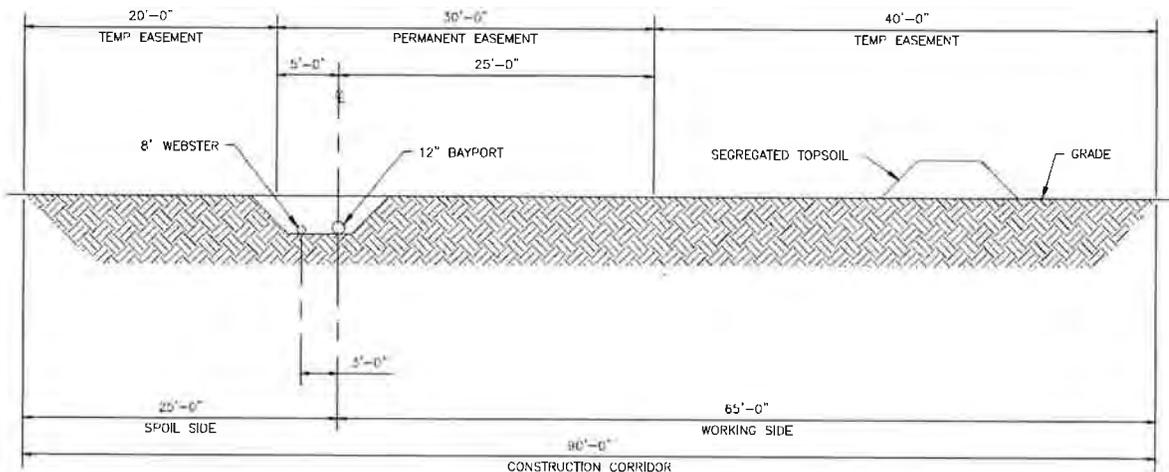
Mitigations Design Basis:

- Reduce step and touch voltages at above grade pipeline system appurtenances to less than 15 volts during worse case load conditions on the electrical power system.
- Reduce touch voltage along non-exposed portions of the pipeline system to less than 15 volts during worse case load conditions on the electrical power system.
- Reduce AC current densities to a point below where AC corrosion would be anticipated (less than 30 A/m<sup>2</sup>).

#### 4.13. Construction Right-of-Way

The construction ROW is anticipated to be 90 feet wide but may vary. There will be varied lengths and widths of temporary workspace, dependent on specifics stated in permitting documents or landowner agreements. Generally, the ROW consists of a 40-foot wide working

side, (i.e., the side on which the construction equipment operates and travels), and a 20-foot spoil side, (i.e., the side on which materials excavated from the pipeline ditch are temporarily stored prior to backfill of the ditch). As indicated in the image below, the construction ROW will abut or overlap the new Webster to Braskem ROW in locations where they parallel along the route.



The design intends to place the Bayport to Markham pipeline centerline a minimum of 5 feet from either edge of the proposed 30 feet wide permanent easement; however, the pipeline centerline may meander within the permanent easement. In no case will the pipeline be installed outside of negotiated easements.

In agricultural areas, and where specifically designated by permit or landowner requirements, topsoil shall be stripped and segregated from the normal ditch spoil. The width of the area to be stripped shall be determined on a site-specific basis.

#### 4.14. Ditch Configuration

The minimum depth-of-cover over the installed pipeline shall be in accordance with the requirements of 49 CFR Part 195, ASME B31.4-2012 Table 434.6-1 and Enterprise specifications. Depth-of-cover may be greater depending upon permitting; landowner agreements; crossings of land intended for agricultural use, roads, drains, creeks and canals; or for other reasons such as State or Local Regulations.

The pipeline shall be adequately supported along its entire length and the ditch shall be free from debris and large rocks that might damage the pipeline coating. Where conditions warrant, the ditch bottom will be padded using adequate padding material in accordance with Enterprise specifications.

#### 4.15. Road and Railroad Crossings

Pipeline crossings of roads and railroads shall be designed in accordance with ASME B31.4, API 1102, and the specific requirements of the permitting authorities. Additionally, railroad crossings, where required, shall conform to the American Railway Engineering and Maintenance of Way Association (AREMA) guidelines. Consideration shall be given to stress limits which may be caused by sustained loads, thermal expansion, or occasional loads as outlined in ASME B31.4, Sections 402.3.2 and 402.3.3. The angle of crossing will be as close

to perpendicular as practical. Casing pipe will not be used unless absolutely mandated by permit stipulation. If casing pipe is required, special precautions shall be utilized to ensure that the casing and carrier pipes do not contact each other, especially at the ends of the casing pipe. Should casing pipe be required, the ends of the casing will be sealed, and the casing pipe will be vented to meet all applicable regulations. Paved road crossings will be installed by the open-cut method (when authorized by permits), or by boring.

#### 4.16. River and Stream Crossings

Pipeline crossings of rivers and streams shall be buried. Crossings shall be designed and constructed to provide a minimum value of 1.25 as the ratio of total pipe weight to buoyant force (REF: Enterprise STD 4600 Sec 9.9). This may be accomplished by using concrete coated pipe or concrete sack weights.

Crossings shall also provide a depth-of-cover adequate to ensure the pipeline is not adversely affected by anticipated scour. Pipeline buoyancy control, except for HDD crossings, may be achieved by the application of continuous concrete coating or bag weights. Where concrete coating or weights are applied, the depth-of-cover shall be measured from the top of concrete to the lowest point on the river bottom or streambed.

Unless specified as a Horizontal Directional Drill (HDD) or bored crossing, an open-cut installation method will be utilized at waterbody crossings. At water crossing locations where the projected scour depth can be determined, the crossing depth of cover shall be designed for a minimum of 5 feet below the projected 50-year scour depth. For water locations where the scour depth cannot be determined, the depth of cover shall be at a minimum of 20 feet below the lowest existing section of the water crossing. Factors such as flow characteristics of the waterway, the depth of scour from periodic flooding, future channel widening/deepening, anchoring from traffic, and the existence of pipeline or cable crossings may require a crossing depth of cover to be greater than 5 feet. The banks of rivers and streams that are to be open-cut shall be protected against erosion due to the flow of the river or stream. Several waterbody crossings will require site-specific designs; all other crossings may be covered by a typical design.

#### 4.17. Horizontal Directional Drilled (HDD) Crossings

Certain crossings will be installed by HDD to satisfy the requirements of permitting authorities or to mitigate impact to the environment or surrounding community. Identifying which crossings will be installed by means of an HDD method are determined by Enterprise Constructability and Permitting Representatives. Pipe to be installed by mean of an HDD installation may have a minimum design factor of 0.60. The minimum acceptable combined three-joint average will be in accordance with Enterprise STD. 8709. An abrasion-resistant coating will be applied to HDD pipe for mechanical protection.

The design of HDD crossings shall be in accordance with Pipeline Research Council International (PRCI) Installation of Pipelines by Horizontal Directional Drilling Engineering Design Guide, Enterprise STD. 8709 and shall take the site-specific soil conditions from the Geotechnical Report into consideration.

#### 4.18. Pipeline Inspection and Testing

The pipeline will be hydrostatically tested in accordance with Enterprise standards and applicable federal, state and local standards, regulations and permits. Pipe that is installed by

HDD will be hydrostatically tested aboveground prior to installation. These sections will be tested again during the hydrostatic testing of the installed pipeline prior to commissioning.

A four (4) hour pre-pull hydrostatic test will be required for pipe included in HDD crossings. The pipe within HDD crossings will also be tested with the mainline test of a duration of eight (8) hours. Company requires that a sizing plate (97.5% of pipe internal diameter) be run in each HDD crossing and at all bore crossings greater than 1,000 feet in length after installation to verify pipe integrity. Note, all bores under railroads and highways require that a sizing plate be run.

Non-destructive examination will be performed on 100 percent of the pipeline welds made in the field during construction. The qualifications of all non-destructive examination procedures will meet or exceed Enterprise requirements.

#### 4.19. Signs and Markers

The pipeline will be clearly marked at road, railroad, major water body and waterway crossings, line-of-sight, and other strategic locations along the full length of the pipeline. Marker signs will indicate the location of the pipeline, the operating company name, and a 24-hour emergency contact telephone number.

Issued for Permit as of May 15, 2020

Daniel R. Alcorn, P.E.  
NC NorthStar Energy Services, Inc.  
Texas PE #79234  
Firm Registration No. F-14939



# Exhibit (v) Proof of Insurance





# Exhibit (vi) Written Certification



March 20, 2020

City of Alvin  
216 West Sealy  
Alvin, Texas 77511

RE: Baymark Pipeline LLC: Bayport to Markham Project  
City Permit with City of Alvin

Dear City of Alvin:

Baymark Pipeline LLC ("Baymark"), proposes to construct, operate and maintain a new 91-mile-long, 12-inch diameter ethylene pipeline along with appurtenant facilities as part of its common carrier pipeline system in Harris, Galveston, Brazoria, and Matagorda Counties, Texas (the "Pipeline"), referred to as the Bayport to Markham Pipeline ("Project").

The Project proposes to install approximately 1.5 miles of the Pipeline in the City of Alvin as depicted in the Project's application to the City hereto attached. The attached application materials are true and accurate to the best of my knowledge.

Should there be additional questions regarding the application, please contact the following Baymark representative: Patty Riddels at 903-814-1671 and [patty.riddels@perceronllc.com](mailto:patty.riddels@perceronllc.com).

Respectfully,

Jeffrey L. Waldo  
Sr. Manager, Land Settlement  
Enterprise Products

Agent and Attorney-in-Fact, Baymark Pipeline LLC  
By Enterprise Products Operating LLC, as Operator  
By Enterprise Products OLPGP, Inc., it's sole manager



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle H. Segovia, City Engineer

**Agenda Item:** Consider Ordinance 20-U, granting a permit to South Texas NGL Pipelines, LLC. to construct certain pipeline facilities in certain property or rights-of-way of the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.

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

**Summary:** South Texas NGL Pipelines, LLC. is proposing the construction of an 8” Polymer Grade Propylene Pipeline in an existing pipeline right-of-way (south of the Kendall Lakes Subdivision). This line will extend 134 miles from League City to Port Lavaca, Texas with approximately 1.55 miles of it being within the City Limits of Alvin. Construction is scheduled to begin upon permit approval and is expected to reach completion in the fourth quarter of 2021. The proposed overall alignment of the line is shown on Exhibit (ii) of the attached application.

South Texas NGL Pipelines, LLC., through its right-of-way agent Percheron, LLC., has submitted all required information as required by Chapter 16 Article IV Pipelines of the City’s Code of Ordinances.

Staff recommends approval of Ordinance 20-U.

**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:** 7/30/2020

**Supporting documents attached:**

- Ordinance 20-U
- Exhibit A
- South Texas NGL Pipelines, LLC. Permit Application

**Recommendation:** Move to approve Ordinance 20-U, granting a permit to South Texas NGL Pipelines, LLC. to construct certain pipeline facilities in certain property or rights-of-way of

the City; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the City; regulating conflicting terms of laws; providing a penalty in an amount not to exceed \$1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO 20 U**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING A PERMIT TO SOUTH TEXAS NGL PIPELINES, LLC TO CONSTRUCT CERTAIN PIPELINE FACILITIES IN CERTAIN PROPERTY OR RIGHTS OF WAY OF THE CITY REGULATING SUCH CONSTRUCTION, THE DATE OF COMPLETION, AND THE LOCATIONS OF STREET CROSSINGS PROVIDING FOR A NOTICE TO PROCEED, FEES, DEPOSITS, INSURANCE, AND A GUARANTY OF PERFORMANCE PROVIDING FOR NON COMPLIANCE BY THE CITY REGULATING CONFLICTING TERMS OF LAWS PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED 1,000 00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF PROVIDING FOR SEVERABILITY AND OTHER MATTERS RELATED THERETO**

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

**Section 1** In accordance with the Alvin Pipeline Ordinance, Chapter 16, Article IV of the Alvin Code of Ordinances, the City Council for the City of Alvin hereby grants a permit to South Texas NGL Pipelines, LLC (User) to construct the pipeline facilities described on Exhibit "A" hereto in, under, and across the rights-of-way of the City at the locations shown on Exhibit "A" hereto.

**Section 2** Said pipeline facilities shall be constructed according to the attached Exhibit "A" and all applicable law.

**Section 3** Said pipeline facility shall be completed no later December 31, 2021.

**Section 4** The points at which the pipeline facilities may cross the City's rights-of-way are specified on the attached Exhibit "A."

**Section 5** No construction of said pipeline facilities shall begin until the City has issued a notice to proceed pursuant to the Pipeline Ordinance, after User has filed with the City proof of insurance, a guaranty of performance, and all applicable fees and deposits, all pursuant to the Pipeline Ordinance of the City.

**Section 6** This Ordinance shall not waive or impair any of the requirements of the Pipeline Ordinance of the City. This Ordinance is subject to the terms of the Pipeline Ordinance. However, in the event of a conflict of terms, the more restrictive provision that provides greater protection to the City and its property shall govern and control.

**Section 7** This Ordinance is expressly conditioned upon compliance with the Alvin Pipeline Ordinance and other applicable city ordinances, including but not limited to, Alvin City Code, Chapter 24, Traffic, Article III, Commercial Motor Vehicles. If any provision of the Pipeline Ordinance is not followed, a permit for the construction of facilities or this franchise may be

revoked. If a person has not followed the terms and conditions of the Pipeline Ordinance with respect to work done pursuant to a prior permit, new permits may be denied, or additional terms may be required.

**Section** If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

**Section** This Ordinance shall be effective when it has been passed and adopted by the City and has been accepted by the User as shown by User's signature hereon. This Ordinance shall be void unless User signs it within thirty days of its passage and adoption. By signing this Ordinance, User also represents, warrants, and agrees that User shall comply with this Ordinance, the Pipeline Ordinance, and all applicable law concerning the subject matter of this ordinance.

**Section 10. Penalty.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$1000.00. Each day of violation shall constitute a separate offense. Additionally, civil remedies and penalties may be imposed for violation of any provision of ordinance pursuant to Section 16-87.

**Section 11. Repealing Clause.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 12. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Alvin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 13 Open Meetings Act** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on the 6<sup>th</sup> day of August 2020.

**CITY OF ALVIN, TEXAS:**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Suzanne Hanneman, City Attorney

**PERMIT USER – So t Te as NGL Pipelines, LLC:**

**ATTEST:**

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

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

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	501+09	501+09 TOP OF SLOPE
	501+99	501+99 TRANSMISSION TOWER NO. 0107 21' RT.
	506+54	506+54 TOP OF SLOPE
	507+04	507+04 STREAM S2119
	507+10	507+10 C/L DICKINSON BAYOU NO. 2
	507+22	507+22 STREAM S2119
	507+57	507+57 TOP OF SLOPE
	507+74	507+74 U/G GENESIS PIPELINE (3.5' COV.)
	508+52	508+52 TRANSMISSION TOWER NO. 0108 20' RT.
	510+90	510+90 HDD ENTRY, TEST LEAD
	512+30	512+30 HDD ENTRY, TEST LEAD
	515+02	515+02 PROPERTY LINE, OVERHEAD U/G ENERGY TRANSFER PIPELINE (6.4' COV.)
	515+04	515+04 U/G COMMUNICATION CABLE (U/G COMMUNICATION CABLE)
	515+07	515+07 END OF 5" CULVERT 26' RT.
	515+24	515+24 TOP OF SLOPE
	515+26	515+26 C/L BAR DITCH
	515+28	515+28 C/L F.M. 528
	515+55	515+55 END OF 5" CULVERT 62' RT.
	516+58	516+58 EDGE OF ROAD
	516+83	516+83 C/L BAR DITCH
	517+03	517+03 TOP OF SLOPE
	517+15	517+15 PROPERTY LINE
	517+37	517+37 TRANSMISSION TOWER NO. 0109 19' RT.
	515+02	515+02 PROPERTY LINE, OVERHEAD U/G ENERGY TRANSFER PIPELINE (6.4' COV.)
	515+04	515+04 U/G COMMUNICATION CABLE (U/G COMMUNICATION CABLE)
	515+07	515+07 END OF 5" CULVERT 26' RT.
	515+24	515+24 TOP OF SLOPE
	515+26	515+26 C/L BAR DITCH
	515+28	515+28 C/L F.M. 528
	515+55	515+55 END OF 5" CULVERT 62' RT.
	516+58	516+58 EDGE OF ROAD
	516+83	516+83 C/L BAR DITCH
	517+03	517+03 TOP OF SLOPE
	517+15	517+15 PROPERTY LINE
	517+37	517+37 TRANSMISSION TOWER NO. 0109 19' RT.
	520+72	520+72 U/G COMMUNICATION CABLE (U/G COMMUNICATION CABLE)
	520+73	520+73 U/G WATER SUPPLY PIPELINE (U/G WATER SUPPLY PIPELINE)
	520+75	520+75 C/L BAR DITCH
	520+85	520+85 EDGE OF ROAD
	520+94	520+94 C/L MANDALE RD
	521+01	521+01 (PAVED) ROAD
	521+07	521+07 END OF 30" CULVERT
	521+14	521+14 C/L END OF 30" CULVERT
	521+16	521+16 PROPERTY LINE, OVERHEAD ELECTRIC, (U/G COMMUNICATION CABLE)
	521+38	521+38 GALVESTON, BRAZORIA COUNTY LINE, ALVIN CITY LIMITS
	521+64	521+64 FENCE CORNER 5' RT.
	522+59	522+59 GUY ANCHOR 34' RT.
	523+85	523+85 GUY ANCHOR 33' RT.
	524+07	524+07 GUY ANCHOR 33' RT.
	524+09	524+09 TRANSMISSION TOWER NO. 0110 17' RT.
	524+86	524+86 FENCE CORNER 5' RT.
	525+09	525+09 GUY ANCHOR 35' RT.

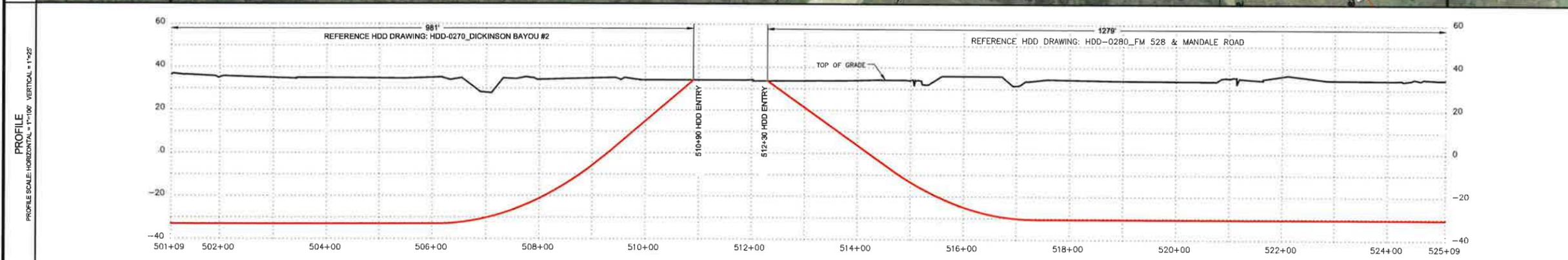
### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.



### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.



### CP FEATURE DATA

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD.7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD.7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-40, API 5L, PSL2, ERW, PEB, TRL	140'
2	8.625" OD X 0.322" WT, X-40, API 5L, PSL2, ERW, PEB, DRL	2,260'
7	TEST LEAD TYPE 1 - IR FREE	2

PIPE DETAIL	MATERIAL / COATING	COVER
501+09	VARIES	VARIES
510+90	VARIES	48" MINIMUM
512+30	VARIES	48" MINIMUM
521+38	VARIES	VARIES
525+09	VARIES	VARIES

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

SOUTH TEXAS NGL PIPELINE LLC		EnSite USA
DRAWN EUSA	DATE 02/12/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/12/2020	A.F.E. A42464
APPD	DATE	JOB NO. 156 8977 0002

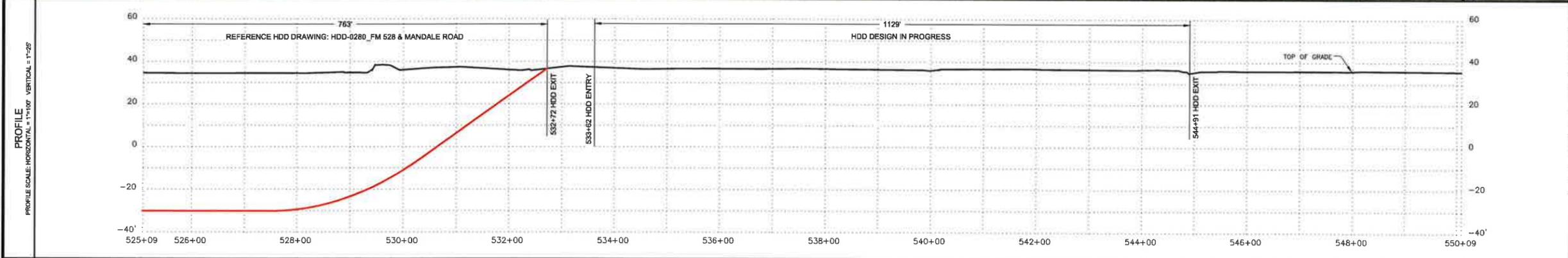
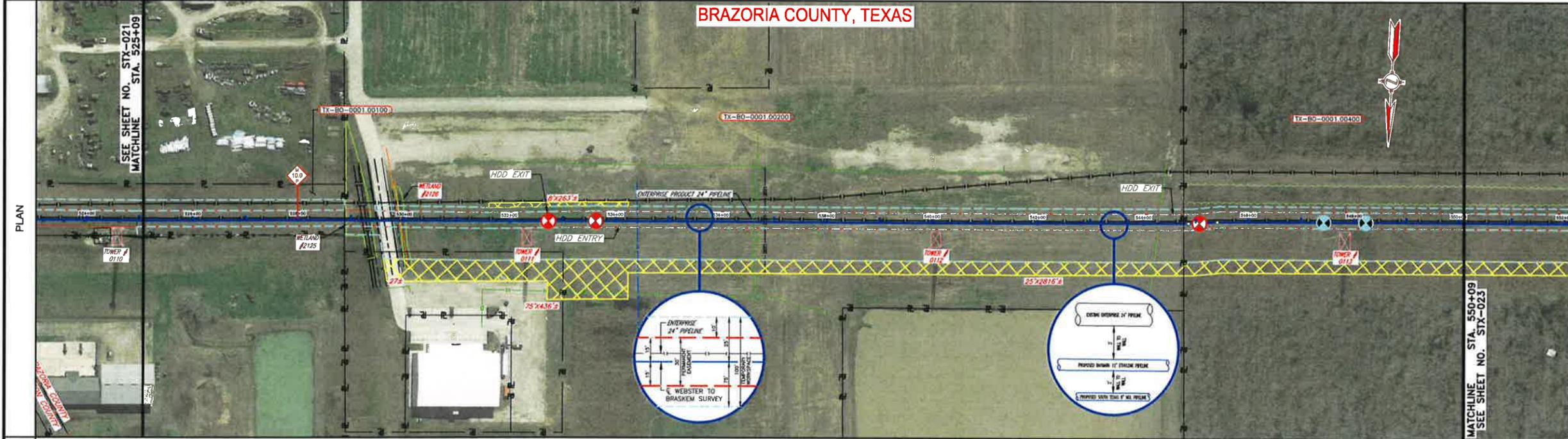
PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 501+09 TO STA. 525+09  
GALVESTON & BRAZORIA COUNTIES, TEXAS

DWG. NO. **STX-021** (0) REV.

EXHIBIT A

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	525+09	TX-B0-0001.00100	528+88	TX-B0-0001.00200	544+77	TX-B0-0001.00400	550+09
	WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT			WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT		PALCIO GATE, LP 30' WIDE PERMANENT EASEMENT		

STATIONING	525+32 GUY ANCHOR 35' RT. 525+56 GUY ANCHOR 34' RT.	528+88 PROPERTY LINE 528+89 GATE 528+91 PEM WETLAND W2125 529+21 U/G INEOS PIPELINE (2.4' COV.) 529+29 U/G INEOS 8" PIPELINE (4.3' COV.) 529+33 TOE OF SLOPE 529+38 PEM WETLAND W2125 534+48 EDGE OF SLOPE 534+62 C/L ROAD (CONCRETE) 534+76 EDGE OF ROAD 534+77 TOE OF SLOPE 534+81 PEM WETLAND W2126 534+93 U/G COMMUNICATION CABLE (UNK. COV.) 530+02 PEM WETLAND W2126 532+23 TRANSMISSION TOWER NO. 0111 532+72 HDD EXIT. TEST LEAD	533+62 HDD ENTRY. TEST LEAD 534+41 U/G WATERLINE (UNK. COV.)	536+60 U/G STORM SEWER LINE (2.4' COV.) 536+69 U/G SANITARY SEWER LINE (4.3' COV.) 536+84 U/G ELECTRIC CABLE (UNK. COV.)	539+98 TRANSMISSION TOWER NO. 0112 18' RT.	544+28 STORM SEWER (ABOVE GROUND)	544+77 PROPERTY LINE 544+86 P.I. < 02.54.53" L.I. 544+91 HDD EXIT. TEST LEAD 545+41 P.I. < 03.07.04" RT.	547+73 TRANSMISSION TOWER NO. 0113 21' RT.
------------	--	---	---	--	---	-----------------------------------	---	---



PIPE DETAIL	MATERIAL / COATING	763' (2)	90' (1)	1129' (2)	252' (1)	518' (11)	80' (2)	185' (1)
	COVER	VARIES		CITY OF ALVIN 72" MINIMUM	VARIES		CITY OF ALVIN 72" MINIMUM	VARIES
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES	W2125, W2126						
	CONSTRUCTION TECHNIQUES	HDD BUNDLE			HDD BUNDLE			BORE
ESA								

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

—	SURVEYED CENTERLINE	—	MILEPOST
—	PERMANENT EASEMENT	—	MONUMENT
—	TEMPORARY EASEMENT	—	PROPERTY LINE
—	ADDITIONAL TEMPORARY WORKSPACE	—	CITY LIMIT
—	SITE	—	U/G UTILITY LINE
—	TRACT NUMBER	—	ON POWER LINE
—	PROPERTY LINE	—	FENCE
—	CITY LIMIT	—	TEST STATION
—	U/G UTILITY LINE	—	HEAVY WALL PIPE
—	ON POWER LINE	—	VALVE
—	FENCE	—	SEGMENTABLE BEND
—	TEST STATION	—	HDD ENTRY/EXIT
—	HEAVY WALL PIPE	—	MAG BED
—	VALVE	—	DECOUPLER
—	SEGMENTABLE BEND	—	AC
—	HDD ENTRY/EXIT	—	AC MITIGATOR CABLE
—	MAG BED	—	
—	DECOUPLER	—	
—	AC	—	
—	AC MITIGATOR CABLE	—	

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

—	ENVIRONMENTAL SENSITIVE AREA (ESA)	—	STREAM
—	SURVEYED WATERWAYS	—	POND
—	EM & ESS WETLANDS (AVOIDANCE AREA)	—	OYSTER
—	PEM WETLANDS	—	
—	PFO & PSS WETLANDS	—	
—	FLOODPLAIN	—	

### CP FEATURE DATA

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD. 7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD. 7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	8 825' OD X 0.222" WT, X-40, API 5L, PSL2, ERW, PEB, TRL	528'
2	8 825' OD X 0.322" WT, X-40, API 5L, PSL2, ERW, PEB, DRL	1972'
7	TEST LEAD TYPE 1 - 1/8" FREE	3
11	MITIGATION CABLE X 2	1036'
12	PCR	1

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

100' 0' 100' 200'  
SCALE IN FEET

**811**  
Know what's below.  
Call before you dig.

**SOUTH TEXAS NGL PIPELINE LLC**

**EnSite USA**

DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/01/2020	A.F.E. A42484
APPD	DATE	JOB NO. 158.9877.0002

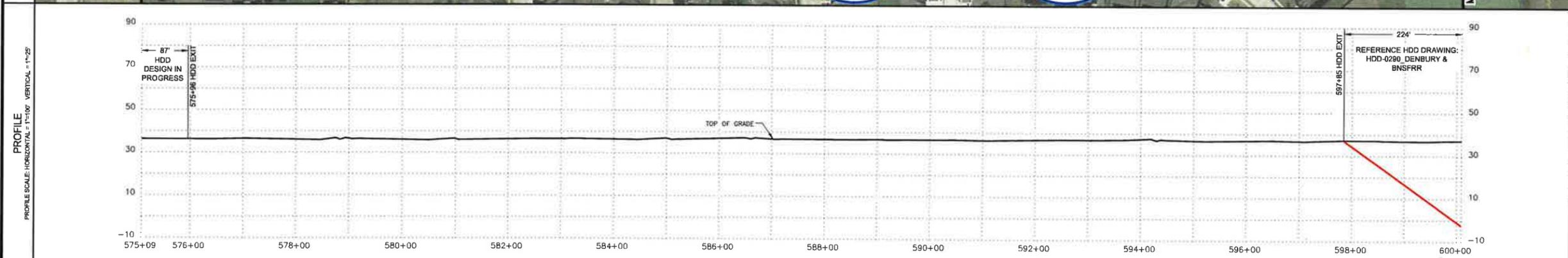
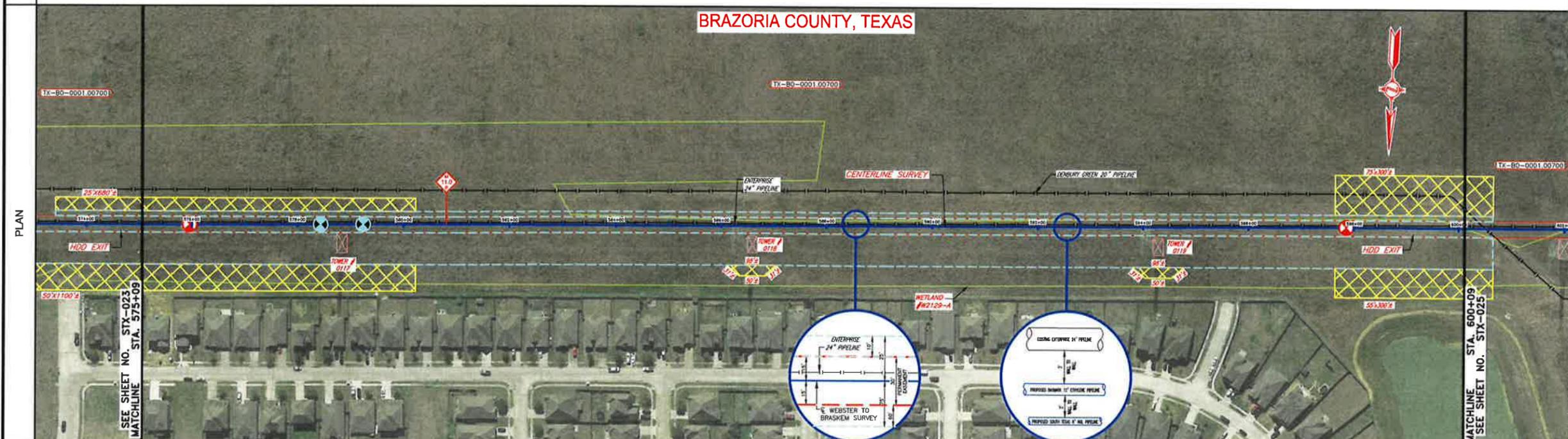
PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 525+09 TO STA. 550+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. **STX-022** (0) REV.



OWNERSHIP: TRACT NUMBER 575+09, OWNER NAME RODS, MARYFIELD, LTD., 30' WIDE PERMANENT EASEMENT, TX-80-0001.00700

STATIONING: 575+96 HDD EXIT, TEST LEAD; 578+75 TRANSMISSION TOWER NO. 117; 586+51 TRANSMISSION TOWER NO. 118; 594+19 TRANSMISSION TOWER NO. 119; 597+85 HDD EXIT, TEST LEAD



PIPE DETAIL	MATERIAL / COATING	COVER	ENVIRONMENTAL CONDITIONS
87' (2) (7)	AC	VARIABLE	WETLANDS / WATER BODIES
249' (1)	AC	CITY OF ALVIN 72" MINIMUM	CONSTRUCTION TECHNIQUES
80' (2)	AC	VARIABLE	ESAs
2189' (11)	AC	CITY OF ALVIN 72" MINIMUM	
1860' (1)	AC	VARIABLE	
274' (2)	AC	VARIABLE	

**GENERAL NOTES / LEGEND**

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

**LEGEND**

- SURVEYED CENTERLINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE
- SITE
- TRACT NUMBER
- CITY LIMITS
- PROPERTY LINE
- UG UTILITY LINE
- OH POWER LINE
- FENCE
- TEST STATION
- HEAVY WALL PIPE
- VALVE
- SEGMENTABLE BEND
- HDD ENTRY/EXIT
- MAG BED
- DECOUPLER
- AC
- AC MITIGATOR CABLE
- MILEPOST
- MONUMENT
- COUNTY LINE
- SANITARY SEWER
- STORM SEWER
- RAILROAD
- FOREIGN PIPELINE
- P1
- CL ROAD
- BORE ENTRY/EXIT
- TREE LINE
- POWER POLE

**ENVIRONMENTAL NOTES / LEGEND**

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESAs) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

**LEGEND**

- ENVIRONMENTAL SENSITIVE AREA (ESA)
- SURVEYED WATERWAYS
- EEV & ESS WETLANDS (AVOIDANCE AREA)
- PEM WETLANDS
- PFO & PSS WETLANDS
- FLOODPLAIN
- STREAMS
- POND
- OYSTER

**CP FEATURE DATA**

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD. 7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATOR CABLE: SEE ENTERPRISE ENGINEERING STD. 7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

**BILL OF MATERIALS**

ITEM	DESCRIPTION	QTY.
1	8 825' OD X 0.222' WT, X-40, API 5L, PSL2, ERW, PEB, TRL	2,109'
2	8 825' OD X 0.322' WT, X-40, API 5L, PSL2, ERW, PEB, DRL	361'
7	TEST LEAD TYPE 1 - IR FREE	2
11	MITIGATION CABLE X 2	4375'
12	PCR	3

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)



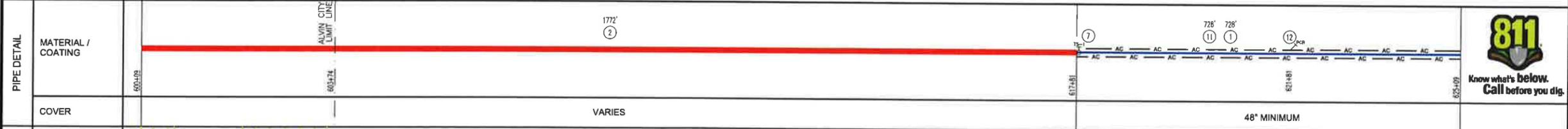
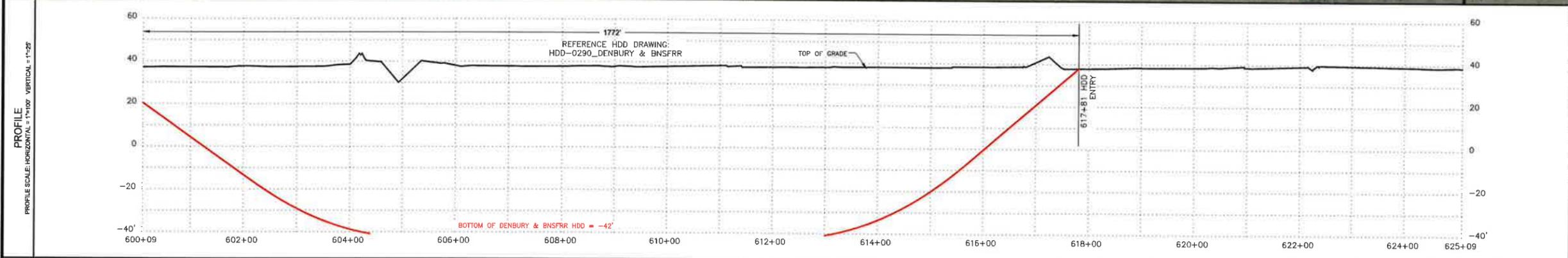
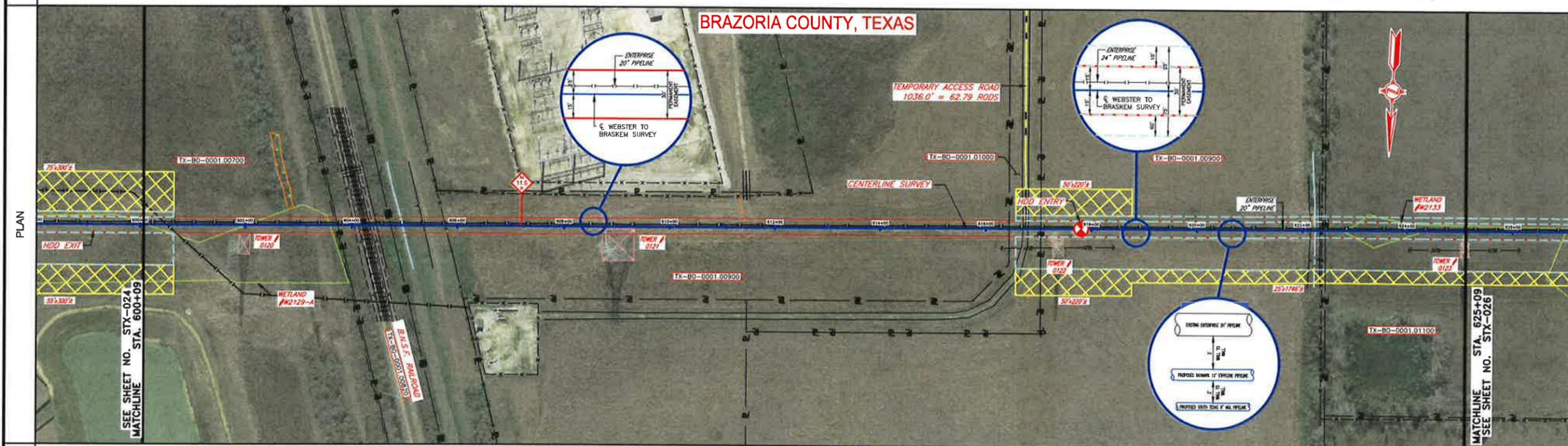
**SOUTH TEXAS NGL PIPELINE LLC**

DRAWN EUSA	DATE 02/12/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/12/2020	A.F.E. A12464
APPD	DATE	JOB NO. 158 6877.0002

PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 575+09 TO STA. 600+09  
BRAZORIA COUNTY, TEXAS

OWNERSHIP	TRACT NUMBER	OWNER NAME	RODS
	600+09	MARYFIELD, LTD.	30' WIDE PERMANENT EASEMENT
	603+74	B.N.S.F. RAILROAD R/W	30' WIDE PERMANENT EASEMENT
	608+74	HANNOVER ESTATES, LIMITED	30' WIDE PERMANENT EASEMENT
	616+44	DENBURY GREEN PIPELINE-TEXAS, LLC	30' WIDE PERMANENT EASEMENT
	617+04	HANNOVER ESTATES, LIMITED	30' WIDE PERMANENT EASEMENT
	622+44	DULCE PINEDA	30' WIDE PERMANENT EASEMENT
	625+09		

STATIONING	DESCRIPTION
600+14	PEM WETLAND W2129-A
600+51	U/G DENBURY GREEN 20" PIPELINE (8' COV.)
601+89	TRANSMISSION TOWER NO. 120
602+01	PEM WETLAND W2129-A
603+44	OVERHEAD ELECTRIC
603+60	PEM WETLAND W2129-A
603+74	ALVIN CITY LIMITS
604+05	TOP OF SLOPE
604+13	TDE OF SLOPE
604+16	TDE OF SLOPE
604+22	TOP OF TRACK
604+25	TOP OF TRACK
604+27	TOP OF TRACK
604+30	TOP OF TRACK
604+35	TOP OF SLOPE
604+41	TDE OF SLOPE
604+48	TOP OF SLOPE
604+97	PROPERTY LINE
605+37	TOP OF SLOPE
605+78	FENCE
607+18	FENCE CORNER 82' LT.
608+74	TRANSMISSION TOWER NO. XX 6' RT.
610+99	FENCE CORNER 81' LT.
612+71	FENCE CORNER 64' LT.
616+29	GUY ANCHOR 37' RT
616+44	PROPERTY LINE
616+71	EDGE OF ROAD
616+80	EDGE OF ROAD
617+04	PROPERTY LINE
617+48	TRANSMISSION TOWER NO. 122
617+81	HDD ENTRY, TEST LEAD
618+44	GUY ANCHOR 34' RT.
622+15	TOP OF SLOPE
622+39	TOP OF SLOPE
622+43	TOP OF SLOPE
622+47	FENCE
622+49	PROPERTY LINE
622+79	PEM WETLAND W2133
624+04	GUY ANCHOR 26' RT
624+22	PEM WETLAND W2133
625+01	TRANSMISSION TOWER NO. 123
625+21	RT.



### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

	SURVEYED CENTERLINE		MILEPOST
	PERMANENT EASEMENT		MONUMENT
	TEMPORARY EASEMENT		CITY LIMITS
	ADDITIONAL TEMPORARY WORKSPACE		COUNTY LINE
	SITE		SANITARY SEWER
	TRACT NUMBER		STORM SEWER
	PROPERTY LINE		RAILROAD
	UG UTILITY LINE		FOREIGN PIPELINE
	OH POWER LINE		P.I.
	FENCE		CL ROAD
	TEST STATION		BORE ENTRY EXIT
	HEAVY WALL PIPE		TREE LINE
	VALVE		POWER POLE
	SEGMENTABLE BEND		
	HDD ENTRY/EXIT		
	MAG BED		
	DECOUPLER		
	AC MITIGATOR CABLE		

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

	ENVIRONMENTAL SENSITIVE AREA (ESA)
	SURVEYED WATERWAYS
	EEM & ESS WETLANDS (AVOIDANCE AREA)
	PEM WETLANDS
	PFO & PSS WETLANDS
	FLOODPLAIN
	STREAMS
	POND
	OYSTER

### CP FEATURE DATA

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD. 7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD. 7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-80, API 5L, PSL2, ERW, PEB, TRL	728'
2	8.625" OD X 0.322" WT, X-80, API 5L, PSL2, ERW, PEB, DRL	1,772'
7	TEST LEAD TYPE 1 - IR FREE	1
11	MITIGATION CABLE X 2	1450'
12	PCR	1

### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

100' 0' 100' 200'  
SCALE IN FEET

SOUTH TEXAS NGL PIPELINE LLC		EnSite USA	
DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'	
CHKD EUSA	DATE 02/01/2020	A.F.E. A42464	
APPD	DATE	JOB NO. 158.9977.0002	

PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 600+09 TO STA. 625+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. **STX-025** (0) REV.



South Texas NGL Pipelines, LLC

March 31, 2020

Michelle Segovia, P.E., CM  
City of Alvin Engineer  
1100 W. Highway 6  
Alvin, TX. 77511  
281-388-4341

Re: South Texas NGL Pipelines, LLC  
Webster to Seadrift Project  
Pipeline Application  
City of Alvin Crossings - Brazoria County, Texas

Dear Ms. Segovia,

South Texas NGL Pipelines, LLC proposes to construct, operate, and maintain a new 134-mile long, 8 inch diameter pipeline in Harris, Galveston, Brazoria, Calhoun, Jackson and Matagorda Counties, Texas, referred to as the Webster to Seadrift Pipeline (Project) as an expansion of and addition to the Company's common carrier pipeline system. The pipeline will be for the transportation of a Petroleum Product and will commence at the existing Enterprise Webster Station, located northwest of League City, Texas. and terminate at the existing Enterprise Braskem Seadrift facility southwest of Port Lavaca, Texas.

South Texas NGL Pipelines, LLC respectfully requests approval from the City of Alvin, Texas to install approximately 1.5 miles of the pipeline within the city limits. The portion of the pipeline proposed within the city limits will be located within the CenterPoint Energy Corridor. This location is an established utility corridor with multiple pipeline and transmission lines already installed. By locating within an existing utility corridor, the pipeline adheres to the regulatory agencies request that projects seek to avoid and/or minimize impacts to natural resources. Additionally, this route significantly reduces the impact to the citizens of the City of Alvin.

The pipeline and associated above-grade facilities will be designed and constructed in accordance with all applicable federal, state and local rules and regulations special regulatory permit requirements; and applicable industry design and construction standards, specifications, and recommended practices. All piping associated with the pipeline system is in accordance with ASME B31.4.

Design and construction work shall be performed in accordance with US Code of Federal Regulations, Title 49 Part 195 - Transportation of Hazardous Liquids by Pipeline and OSHA, Occupational Safety and Health Administration.

The pipeline will be of Carbon Steel with 8.625" O.D. x 0.322" W.T. Pipe specification is API 5L, X-60, 15-22 MILS Fusion Bonded Epoxy (FBE) and 30 to 40 MILS Abrasion Resistant Overlay (ARO). Pipe will be cathodic protected of Impressed Current. Design pressure of 2220 PSIG and a Design Factor 0.72.

During typical pipeline construction, the construction spread (crew and equipment) will proceed along the temporary construction ROW in one continuous operation. Construction will employ a combination of methods including the open-cut, horizontal directional drill (HDD), and conventional bore techniques using bulldozers, track-hoes, conventional bore, and HDD equipment.

South Texas NGL Pipelines, LLC's Contractor will use its vehicles in such a manner as to not block or unreasonably interfere with other traffic. Contractor will implement reasonable safety measures necessary for the transportation of materials and equipment during construction which would incorporate appropriate Texas Department of Transportation Traffic Control Plans as need be.

Pipeline Monitoring - The pipeline will be monitored via a Supervisory Control and Data Acquisition (SCADA) system which is monitored 24/7/365 by trained and qualified personnel in a pipeline control center. Continuous pressure and flow data will be transmitted to the control center where electronic algorithms are employed to alert the operator upon certain conditional changes of pressure and flow. The pipeline controller will have the ability, via the SCADA system to start and stop pressure sources and close remotely operated valves on the pipeline upon the notification or suspicion of any problem on the pipeline. In addition to the SCADA system and electronic leak detection software, the company regularly performs air, vehicle or foot patrol as a means of detecting signs of an issue. Internal inspections are conducted periodically by passing sophisticated computerized equipment called "smart pigs" through most of the company's pipelines to confirm pipeline integrity. The pipeline will be included in the "call-before-you-dig" program.

South Texas NGL Pipelines, LLC agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to South Texas NGL Pipelines, LLC activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of South Texas NGL Pipelines, LLC, associated equipment and appurtenances thereto.

South Texas NGL Pipelines, LLC will be in continuous contact and notify the City of Alvin officials prior to construction and the timing of the exact start date of construction and time to complete work.

As per requirements of the City of Alvin Texas - code of Ordinances-Part II-Chapter 16-Oil and Gas Wells and Pipelines-Article IV. Pipelines-Sec. 16-80 Application for Permit, South Texas NGL Pipelines, LLC submits the following:

- (1) The name and legal status of the User:

Response: South Texas NGL Pipelines, LLC

- (2) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be contact(s) for the User:

Response: Jeffrey L. Waldo  
1100 Louisiana St.  
Houston, Tx. 77002  
713-381-6500  
jlwaldo@eprod.com

- (3) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be the contact(s) for the field location of the Facilities:

Response: Gail Wyatt - During Construction  
14141 Gulf Freeway Frontage Rd.  
Houston, Tx. 77034  
601-381-1717  
hgwyatt@aol.com

- (4) The name, address, telephone number, e-mail address and fax number of an emergency contact who shall be available for twenty-four (24) hours every day, and who shall furnish immediately upon request information concerning the common name of the commodity carried by the pipeline and the pressure in the pipeline:

Response: J.R. Logan - Regional Manager  
Enterprise Products LLC  
9315 Uzzell Road  
Manvel, Tx. 77578  
281-756-4201-Office  
800-895-2396 -Emergency

- (5) The Commodity proposed to be transported through the Facility and the maximum pressure and temperature under which the Commodity will be transmitted:
- Response: Polymer Grade Propylene  
Maximum Operating Pressure 2,220 psig  
Maximum Operating Temperature 100°F
- (6) A scale drawing accurately showing the location, course, alignment, and depth of the proposed pipeline and the location of all shut off valves:
- Response: See Exhibit (i) Alignment Sheets
- (7) An alignment map showing the precise location of all existing and proposed streets, as designated on the master plan of the City or on the official map of the City, across, along, or under which the pipeline is proposed and:
- Response: See Exhibit (ii) Major Thoroughfare Map
- (8) A written description of the Construction, including construction drawings and landscaping/tree removal and replacement plan;
- Response: See Cover Letter Page (1) and Exhibit (iii) Permit Road Crossing Drawings and Traffic Control Plan; the pipeline is within the Centerpoint corridor, adjacent to other pipelines, the addition of landscaping would be a safety issue as pipeline companies prefer not to have plants on their right-of-way and CenterPoint limits vegetation under and around their lines and towers.
- (9) The manner, means, and methods of the proposed Construction and the types, sizes, and specifications of the materials to be used:
- Response: See Exhibit (iv) (South Texas NGL Pipelines, LLC Webster To Braskem Pipeline Design Basis Document)
- (10) The proposed schedule for the Construction, including but not limited to the proposed dates for commencement and completion of the Construction and the proposed dates for any street closures:
- Response: Scheduled to being approximately July 2020 - completion approximately 4th. quarter 2021.
- (11) Proof of insurance and a guaranty of performance, as required by this ordinance:
- Response: See Exhibit (v) Proof of Insurance  
Guaranty of Performance: Pending feedback from the City
- (12) A written certification signed by the applicant, stating that the information in the application is true and complete; and
- Response: See Exhibit (vi) Written Certification
- (13) The application fee and deposits as required by this ordinance:
- Response: Payment check # 083418 - \$5,000.00 application fee and \$1,000.00 annual fee

Should you have any questions with this application, please do not hesitate to contact me or you may also contact Mr. Jeffrey L. Waldo at 713-381-6895.

Sincerely,

*Patty Riddels*

Patty Riddels

Permitting Agent

903-814-1671

patty.riddels@percheronllc.com



*City of Alvin*  
**RIGHT OF WAY CONSTRUCTION PERMIT APPLICATION**

*All work must be complete in accordance with the Right Way Ordinance No. 99-III and the approved plans.*

Right of Way User Name: South Texas NGL Pipelines, LLC

Project Name: Webster to Seadrift

Location of Work Area: Within city limits of Alvin, Tx. and SH 35

Brief Description of Project: South Texas NGL Pipelines, LLC request to construct a proposed 8 inch un-cased Polymer Grade Propylene pipeline to cross areas through the City of Alvin. See attached additional information.

Length of Work Area: Approximately 1.55 miles - see attached location map

Estimated Start Date: July 2020 Estimated Complete Date: 4th. quarter 2021

Contact Person: Jeffrey L. Waldo, Agent & Attorney-in-Fact  
 Address: 1100 Louisiana St. - Attn: Capital Products, Land - Houston, Tx. 77002  
 Telephone: 713-381-6500  
 Fax: N/A  
 E-Mail: jlwaldo@eprod.com

- CHECK LIST:**
1. Plans Attached
  2. Scale
  3. Existing Features Shown
  4. Pavement Cuts Required
  5. Lane Closure Required
  6. Legend
  7. Contractor Known
  8. Adequate Bonds
  9. Registered User

Contractor Data (if available)  
 Name: To be determined  
 Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Construction Notes**

1. The Right-Of-Way must be restored to its original condition including replacement of sod.
2. The Right-Of-Way restoration must be complete within 30 days of the completion of the project.
3. All City of Alvin streets and driveways must be bored. (Open cut paved areas are subject to approval by the City Engineer.)
4. Traffic control must comply with the Texas Manual on Uniform Traffic Control Devices.
5. All contractors must have an approved copy of the Right-Of-Way permit on site.

\*\*\*\*\*  
**FOR OFFICE USE**  
 \*\*\*\*\*

Received By: \_\_\_\_\_ Date Permit Issued: \_\_\_\_\_  
 Date: \_\_\_\_\_ Permit No: \_\_\_\_\_  
 Time: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Fee Amount: \_\_\_\_\_  
 Fee Received: \_\_\_\_\_

*Application must be returned to the City of Alvin Engineering Department  
 1100 West Highway 6, Alvin, Texas 77511  
 Telephone 281-388-4284 Fax 281-331-7516*

# Exhibit (i) Alignment Sheets

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	501+09	501+09 TOP OF SLOPE
	501+99	TRANSMISSION TOWER NO. 0107 21' RT.
	506+54	TOP OF SLOPE
	507+04	STREAM S2119
	507+10	C/L DICKINSON BAYOU NO. 2
	507+22	STREAM S2119
	507+57	TOP OF SLOPE
	507+74	U/G GENESIS PIPELINE (3.5' COV.)
	509+52	TRANSMISSION TOWER NO. 0108 20' RT.
	510+90	HDD ENTRY, TEST LEAD
	512+30	HDD ENTRY, TEST LEAD
	515+02	PROPERTY LINE, OVERHEAD ELECTRIC PIPELINE (6.4' COV.)
	515+04	U/G ENERGY TRANSFER PIPELINE (6.4' COV.)
	515+07	U/G COMMUNICATION CABLE (U/G COMMUNICATION CABLE)
	515+21	END OF 5" CULVERT 26' RT., TOP OF SLOPE
	515+58	EDGE OF ROAD
	516+08	C/L MANDALE RD
	516+55	END OF 5" CULVERT 62' RT., EDGE OF ROAD
	516+93	C/L BAR DITCH TOP OF SLOPE
	517+15	PROPERTY LINE, TRANSMISSION TOWER NO. 0109 19' RT.
	520+73	U/G COMMUNICATION CABLE (U/G COMMUNICATION CABLE)
	520+75	U/G WATER SUPPLY PIPELINE (U/G COMMUNICATION CABLE)
	520+78	PAVED ROAD
	520+85	EDGE OF ROAD
	520+94	C/L MANDALE RD
	521+01	PAVED ROAD
	521+07	EDGE OF ROAD
	521+14	C/L END OF 30" CULVERT TOP OF SLOPE
	521+16	PROPERTY LINE, BRAZORIA COUNTY, ALVIN CITY LIMITS
	521+38	GALVESTON, BRAZORIA COUNTY LINE, ALVIN CITY LIMITS
	521+64	FENCE CORNER 5' RT.
	522+85	GUY ANCHOR 3.4' RT.
	523+59	GUY ANCHOR 3.4' RT.
	523+85	GUY ANCHOR 3.3' RT.
	524+07	GUY ANCHOR 3.3' RT.
	524+58	TRANSMISSION TOWER NO. 0110 17' RT.
	524+98	FENCE CORNER 5' RT.
	525+09	GUY ANCHOR 3.5' RT.

**GENERAL NOTES / LEGEND**

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

**ENVIRONMENTAL NOTES / LEGEND**

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

**CP FEATURE DATA**

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD.7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD.7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

**BILL OF MATERIALS**

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-40, API 5L, PSL2, ERW, PEB, TRL	140
2	8.625" OD X 0.322" WT, X-40, API 5L, PSL2, ERW, PEB, DRL	2,260
7	TEST LEAD TYPE 1 - IR FREE	2

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

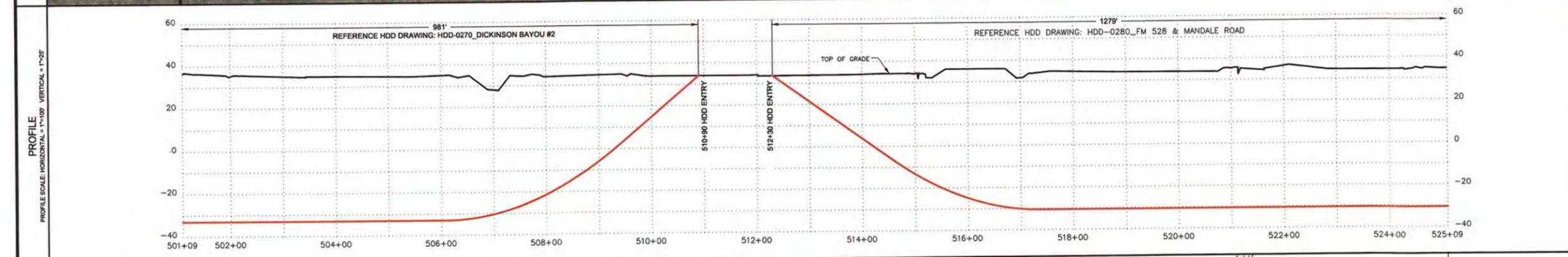
SCALE IN FEET: 1" = 100'

**SOUTH TEXAS NGL PIPELINE LLC** | **EnSite USA**

DRAWN: EUSA | DATE: 02/01/2020 | SCALE: 1" = 100'  
 CHK'D: EUSA | DATE: 02/01/2020 | A.F.E. A42464  
 APP'D: | DATE: | JOB NO. 156.6977.0002

**PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 501+09 TO STA. 525+09  
GALVESTON & BRAZORIA COUNTIES, TEXAS**

DWG. NO. **STX-021** | REV. 0



PIPE DETAIL	MATERIAL / COATING	981'		140'	1279'	525+09	
	COVER	VARIES		48" MINIMUM	VARIES		
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES	S2119, S2122					
	CONSTRUCTION TECHNIQUES	HDD BUNDLE					
	ESA						

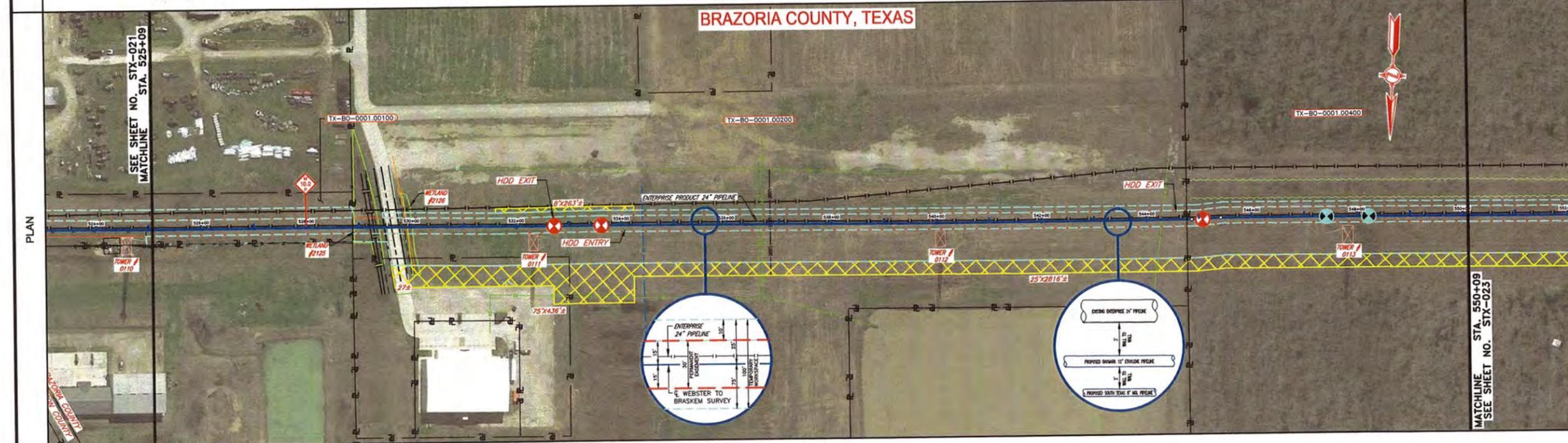
OWNERSHIP	TRACT NUMBER OWNER NAME RODS	TX--BO--0001.00100 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT	TX--BO--0001.00200 WIGHT REALTY INTERESTS, LTD. 30' WIDE PERMANENT EASEMENT	TX--BO--0001.00400 PALICIO GATE, LP 30' WIDE PERMANENT EASEMENT	
STATIONING	525+09 525+32 GUY ANCHOR 35' RT. 525+56 GUY ANCHOR 34' RT.	528+88 528+88 PROPERTY LINE 528+89 GATE 528+91 PEM WETLAND W2125 529+21 U/G INEOS PIPELINE (2.4' COV.) 529+29 U/G INEOS 8" PIPELINE (2.4' COV.) 529+33 TOE OF SLOPE 529+38 PEM WETLAND W2125 529+48 TOP OF SLOPE 529+63 U/G FIBER OPTIC (CONCRETE) 529+62 U/G FIBER OPTIC (CONCRETE) 529+77 TOP OF SLOPE 529+86 U/G FIBER OPTIC (CONCRETE) 529+83 U/G COMMUNICATION CABLE (UNK. COV.) 530+02 PEM WETLAND W2126 532+23 TRANSMISSION TOWER NO. 0111 532+72 HDD EXIT, TEST LEAD	533+62 HDD ENTRY, TEST LEAD 534+41 U/G WATERLINE (UNK. COV.) 536+60 U/G STORM SEWER LINE (2.4' COV.) 536+69 U/G SANITARY SEWER LINE (4.3' COV.) 536+84 U/G ELECTRIC CABLE (UNK. COV.) 539+98 TRANSMISSION TOWER NO. 0112 18' RT.	544+77 544+86 PROPERTY LINE 544+91 HDD EXIT, TEST LEAD 545+41 P.I. < 03207.04" RT. 547+73 TRANSMISSION TOWER NO. 0113 21' RT.	544+77 550+09

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE 'ONE CALL' SYSTEM PRIOR TO ANY EXCAVATION.

### ENVIRONMENTAL NOTES / LEGEND

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

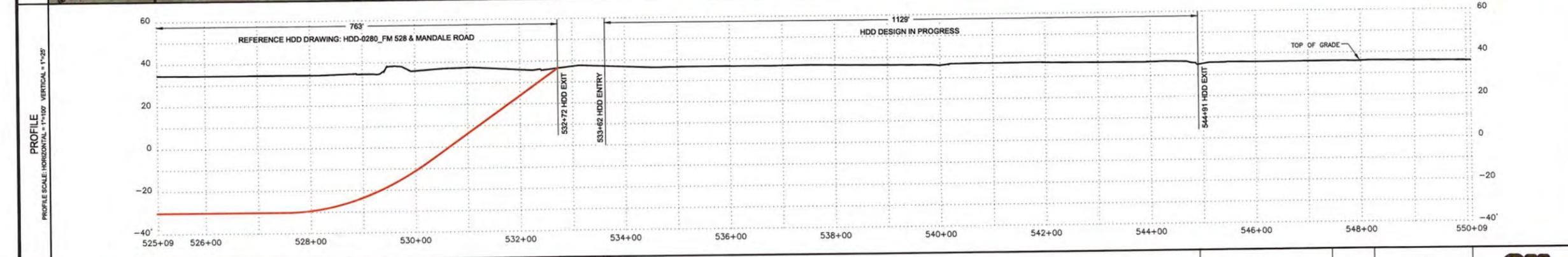


### CP FEATURE DATA

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD. 7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD. 7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-60, API 5L, PSL2, ERW, PEB, TRL	528'
2	8.625" OD X 0.322" WT, X-60, API 5L, PSL2, ERW, PEB, DRL	1972'
7	TEST LEAD TYPE 1 - IR FREE	3
11	MITIGATION CABLE X 2	1036'
12	PCR	1



### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

### PIPE DETAIL

MATERIAL / COATING	763' (2)		1129' (2)	252' (1)	518' (11)	80' (2)	186' (1)
COVER	VARIES		CITY OF ALVIN 72" MINIMUM	VARIES	CITY OF ALVIN 72" MINIMUM	VARIES	CITY OF ALVIN 72" MINIMUM
WETLANDS / WATER BODIES	528+91 W2125, 529+38 W2125, 529+41 W2126, 530+02						
CONSTRUCTION TECHNIQUES	HDD BUNDLE			HDD BUNDLE		BORE	
ESA							

**811**  
Know what's below.  
Call before you dig.

**SOUTH TEXAS NGL PIPELINE LLC**

EnSiteUSA

DRAWN EUSA DATE 02/01/2020 SCALE 1" = 100'  
CHKD EUSA DATE 02/01/2020 A.F.E. A42464  
APPD DATE JOB NO. 158.6977.0002

PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 525+09 TO STA. 550+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. STX-022

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	550+09	TX-B0-0001.00400 PALUCIO GATE, LP 30' WIDE PERMANENT EASEMENT	TX-B0-00001.00410 HIGHWAY 35 (N. ALVIN BYPASS), R/W 30' WIDE PERMANENT EASEMENT	TX-B0-0001.00700 MARYFIELD, LTD. 30' WIDE PERMANENT EASEMENT	575+09
-----------	------------------------------------	--------	--	---	---	--------

STATIONING	555+47 TRANSMISSION TOWER NO. 0114 18' RT.	559+88 POWER POLE NO. 32289 63' LT.	560+62 OVERHEAD ELECTRIC	563+22 TRANSMISSION TOWER NO. 0115 21' RT. 563+50 FENCE CORNER 29' RT. 563+68 FENCE CORNER 29' RT.	564+49 EDGE OF ROAD	565+23 ENTER PROPOSED SITE 565+46 EDGE OF ROAD 565+60 C/L VALVE	565+98 EXIT PROPOSED SITE 566+10 HDD ENTRY	566+70 FENCE	567+20 FENCE	567+91 GATE POST 20' LT. 568+21 PROPERTY LINE 568+23 TOP OF SLOPE 568+24 OVERHEAD ELECTRIC 568+28 PEN DITCH AND W2128 568+29 END OF 2'-24" CULVERTS 14' LT. 568+35 PEM WETLAND W2128 & TOP OF 568+41 EDGE OF ROAD 568+76 C/L STATE HIGHWAY 35 (PAVED) 569+09 EDGE OF ROAD 569+17 TOP OF SLOPE 569+21 C/L DITCH	569+29 PROPERTY LINE 569+32 FENCE CORNER 34' RT. & TOP 570+61 PEM WETLAND W2129-A 570+88 TRANSMISSION TOWER NO. 0116 16' RT.
------------	---	-------------------------------------	--------------------------	---	---------------------	---	---	--------------	--------------	---	--

**GENERAL NOTES / LEGEND**

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

**ENVIRONMENTAL NOTES / LEGEND**

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

**CP FEATURE DATA**

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD.7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD.7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

**BILL OF MATERIALS**

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-60, API 5L, PSL2, ERW, PEB, TRL	1441'
2	8.625" OD X 0.322" WT, X-60, API 5L, PSL2, ERW, PEB, DRL	1059'
6	VALVE	1
7	TEST LEAD TYPE 1 - IR FREE	1
11	MITIGATION CABLE X 2	3086'
12	PCR	2

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
0	04/29/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)

**811**  
Know what's below.  
Call before you dig.

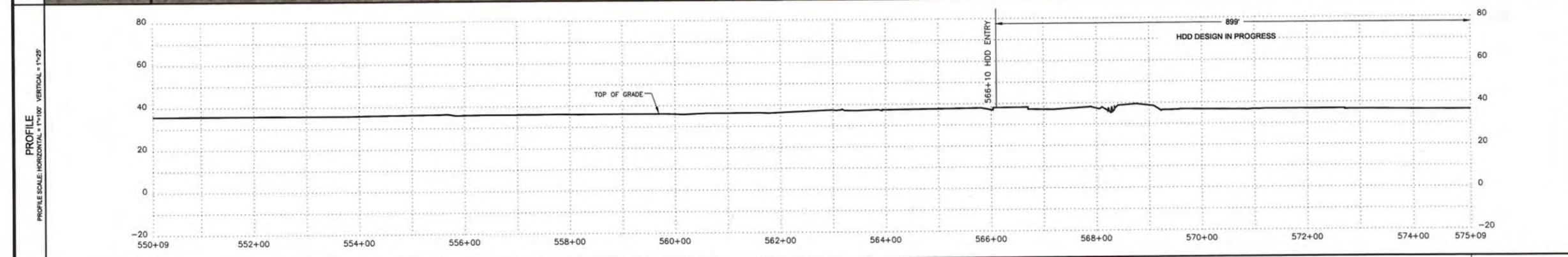
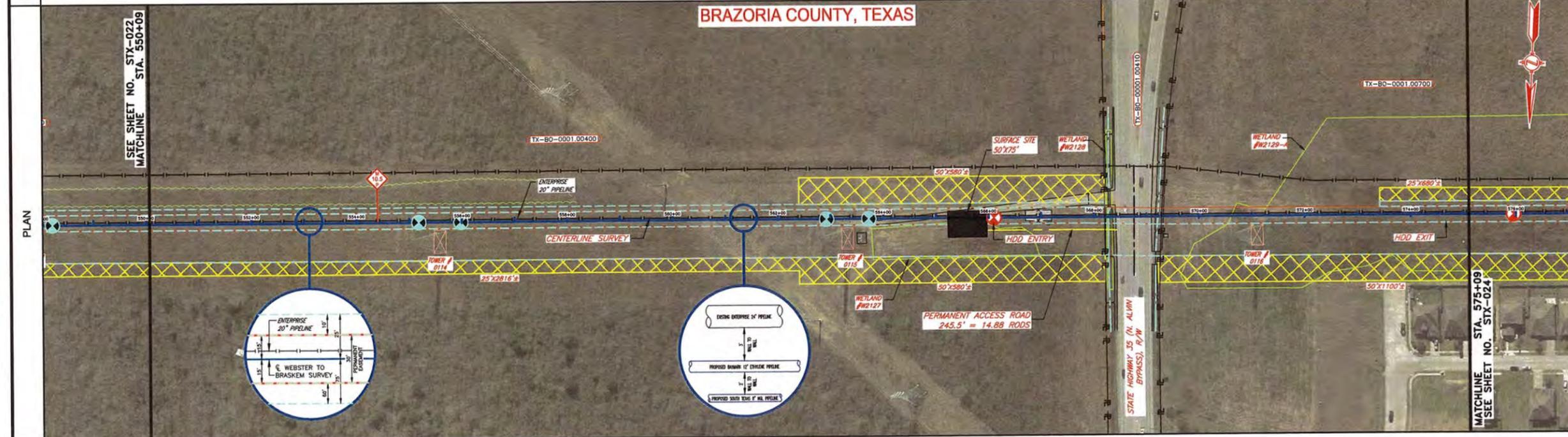
**SOUTH TEXAS NGL PIPELINE LLC**

**EnSite USA**

DRAWN EUSA DATE 02/01/2020 SCALE 1" = 100'  
CHKD EUSA DATE 02/01/2020 A.F.E. A42484  
APPD DATE JOB NO. 156.6977.0002

PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 550+09 TO STA. 575+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. STX-023



PIPE DETAIL	MATERIAL / COATING	550+09	559+18	559+88	559+88	562+43	563+73	564+52	565+60	566+10	575+09				
	COVER	CITY OF ALVIN 72" MINIMUM		VARIES	CITY OF ALVIN 72" MINIMUM			VARIES	CITY OF ALVIN 72" MINIMUM			VARIES			
ENVIRONMENTAL CONDITIONS	WETLANDS / WATER BODIES										568+25 W2128	568+35 W2128	570+61 W2129-A		
	CONSTRUCTION TECHNIQUES	BORE									BORE			HDD BUNDLE	
ESA															

Tx-BO-0001.00700

MARYFIELD, LTD.

30' WIDE  
PERMANENT EASEMENT

586+51 TRANSMISSION TOWER NO. 118  
20' RT.

594+19 TRANSMISSION TOWER NO. 119  
20' RT.

597+85 HDD EXIT, TEST LEAD

600+09

OWNERSHIP

TRACT NUMBER  
OWNER NAME  
RODS

575+09

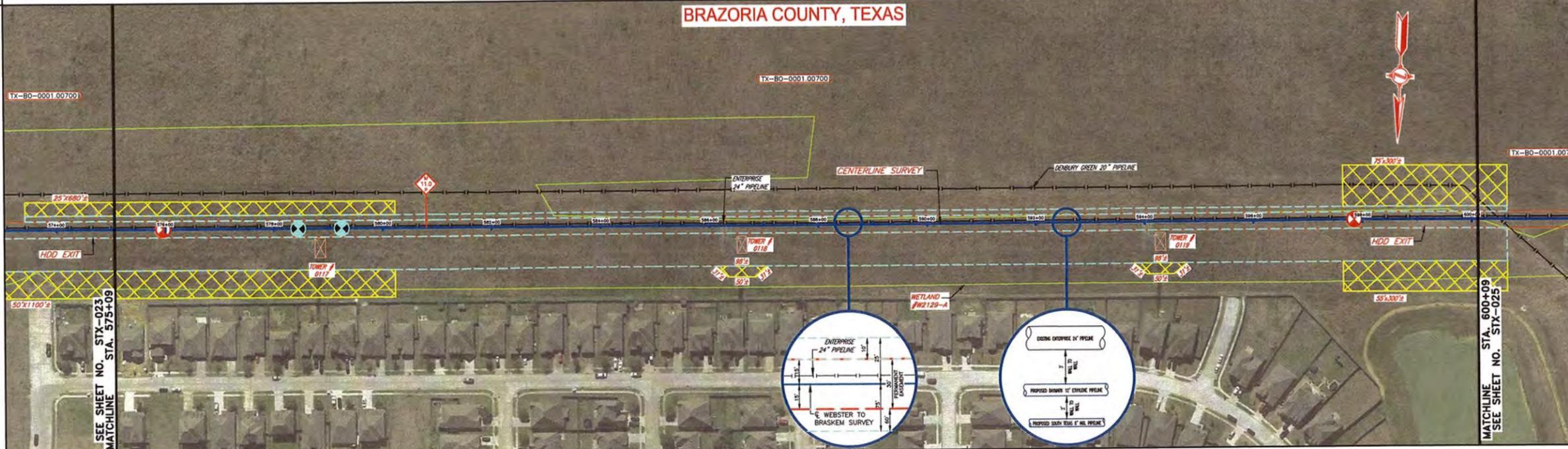
STATIONING

575+96 HDD EXIT, TEST LEAD

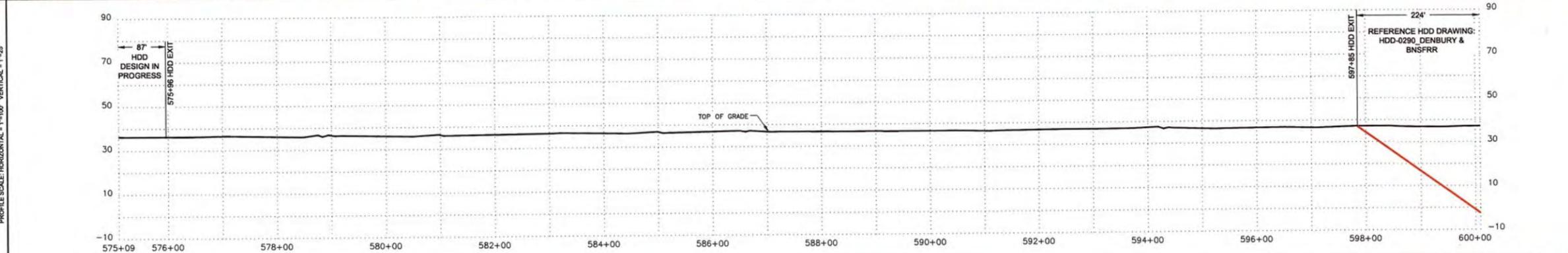
578+75 TRANSMISSION TOWER NO. 117  
17' RT.

PLAN

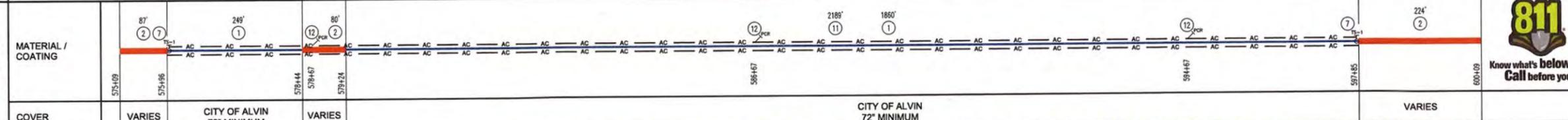
BRAZORIA COUNTY, TEXAS



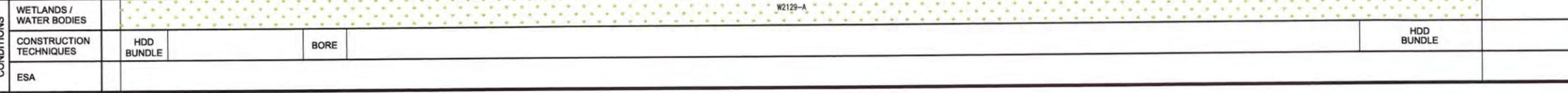
PROFILE  
PROFILE SCALE: HORIZONTAL = 1"=100' VERTICAL = 1"=20'



PIPE DETAIL



ENVIRONMENTAL CONDITIONS



**GENERAL NOTES / LEGEND**

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

**LEGEND**

- SURVEYED CENTERLINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE
- SITE
- TRACT NUMBER
- PROPERTY LINE
- CITY LIMITS
- UG - UG - UG UTILITY LINE
- OHE - OHE - OH POWER LINE
- FENCE
- TEST STATION
- HEAVY WALL PIPE
- VALVE
- SEGMENTABLE BEND
- HDD ENTRY EXIT
- MAG BED
- DECOUPLER
- AC
- AC MITIGATOR CABLE
- MONUMENT
- COUNTY LINE
- SANITARY SEWER
- STORM SEWER
- RAILROAD
- FOREIGN PIPELINE
- P.I.
- CL. ROAD
- BORE ENTRY/EXIT
- TREE LINE
- POWER POLE
- MILEPOST

**ENVIRONMENTAL NOTES/ LEGEND**

- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

**LEGEND**

- ENVIRONMENTAL SENSITIVE AREA (ESA)
- SURVEYED WATERWAYS
- ESM & ESS WETLANDS (AVOIDANCE AREA)
- PEM WETLANDS
- PFO & PSS WETLANDS
- FLOODPLAIN
- STREAMS
- POND
- OYSTER

**CP FEATURE DATA**

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD.7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD.7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

**BILL OF MATERIALS**

ITEM	DESCRIPTION	QTY.
1	8.625" OD X 0.222" WT, X-60, API 5L, PSL2, ERW, PEB, TRL	2,109'
2	8.625" OD X 0.322" WT, X-60, API 5L, PSL2, ERW, PEB, DRL	391'
7	TEST LEAD TYPE 1 - IR FREE	2
11	MITIGATION CABLE X 2	4375'
12	PCR	3

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

**ISSUE FOR BID**  
(04/20/2020)



**SOUTH TEXAS NGL PIPELINE LLC**

EnSite USA

DRAWN EUSA	DATE 02/01/2020	SCALE 1"=100'
CHKD EUSA	DATE 02/01/2020	A.F.E. A42484
APPD	DATE	JOB NO. 156.6977.0002

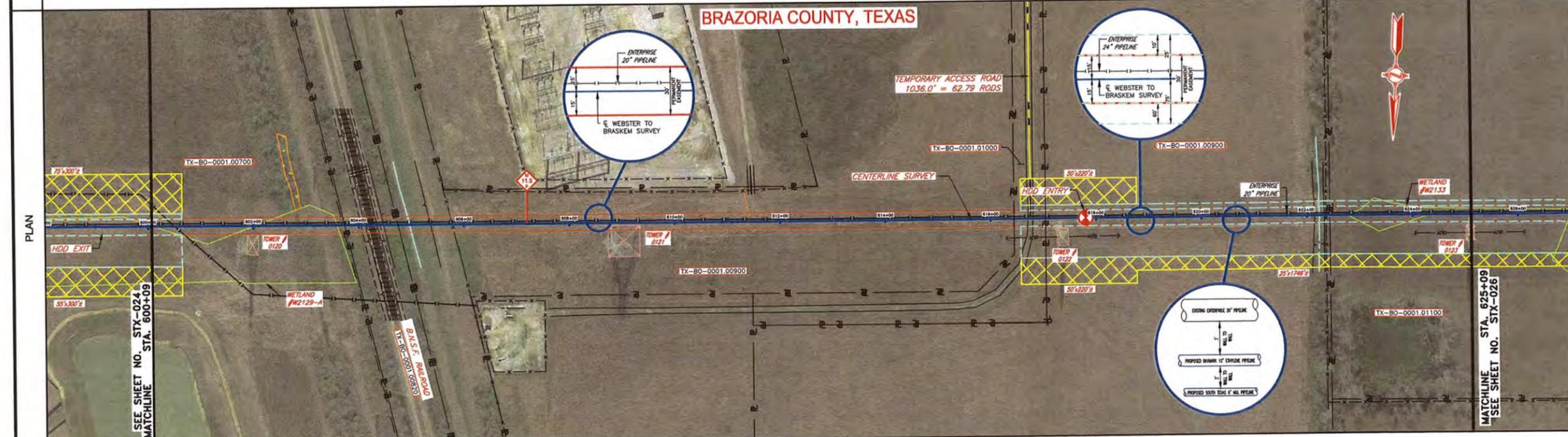
PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 575+09 TO STA. 600+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. **STX-024** 0 REV.

OWNERSHIP	TRACT NUMBER OWNER NAME RODS	STATIONING
	TX-B0-0001.00700 MARYFIELD, LTD. 30' WIDE PERMANENT EASEMENT 600+09	600+14 PEM WETLAND W2129-A 600+51 U/G DENBURY GREEN 20" PIPELINE (8' COV.) 601+89 TRANSMISSION TOWER NO. 120 602+01 PEM WETLAND W2129-A
	TX-B0-0001.00820 B.N.S.F. RAILROAD R/W 30' WIDE PERMANENT EASEMENT 603+74	603+44 OVERHEAD ELECTRIC 603+60 PEM WETLAND W2129-A 603+70 PROPERTY LINE, ALVIN CITY LIMITS 604+05 TOE OF SLOPE 604+13 TOP OF SLOPE 604+16 TOE OF SLOPE 604+22 TOP OF TRACK 604+25 TOP OF TRACK 604+27 TOP OF TRACK 604+30 TOE OF SLOPE 604+35 TOE OF SLOPE 604+41 TOE OF SLOPE 604+48 TOE OF SLOPE 604+78 PROPERTY LINE 604+97 C/L DITCH 605+37 TOP OF SLOPE 605+78 FENCE 607+18 FENCE CORNER 82' LT.
	TX-B0-0001.00900 HANNOVER ESTATES, LIMITED 30' WIDE PERMANENT EASEMENT	608+74 TRANSMISSION TOWER NO. XX 6' RT. 610+99 FENCE CORNER 81' LT. 612+71 FENCE CORNER 64' LT.
	TX-B0-0001.01000 DENBURY GREEN PIPELINE-TEXAS, LLC 30' WIDE PERMANENT EASEMENT 616+44	616+39 GUY ANCHOR 37' RT 616+44 PROPERTY LINE 616+71 EDGE OF ROAD 616+80 EDGE OF ROAD 617+04 PROPERTY LINE 617+48 TRANSMISSION TOWER NO. 122 617+81 HDD ENTRY, TEST LEAD
	TX-B0-0001.00900 HANNOVER ESTATES, LIMITED 30' WIDE PERMANENT EASEMENT 617+04	618+44 GUY ANCHOR 34' RT.
	TX-B0-0001.01100 DULCE PINEDA 30' WIDE PERMANENT EASEMENT 622+44	622+15 TOP OF SLOPE 622+21 C/L DITCH 622+34 TOP OF SLOPE 622+37 FENCE 622+79 PROPERTY LINE 622+79 PEM WETLAND W2133 624+04 GUY ANCHOR 26' RT 624+22 PEM WETLAND W2133 625+01 TRANSMISSION TOWER NO. 123 625+09

### GENERAL NOTES / LEGEND

- FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
- THE PIPELINE SHALL HAVE A MINIMUM OF 48" OF COVER, OR OTHERWISE NOTED IN THE COVER BAND.
- CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES AND EQUIPMENT OPERATION OR TRANSPORTATION TO THE ROW, DESIGNATED WORKSPACE, PUBLIC ROADS, AND DESIGNATED ACCESS ROADS.
- BENDS LESS THAN OR EQUAL TO 17 DEGREES SHALL BE FIELD BENDS.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.



### ENVIRONMENTAL NOTES/ LEGEND

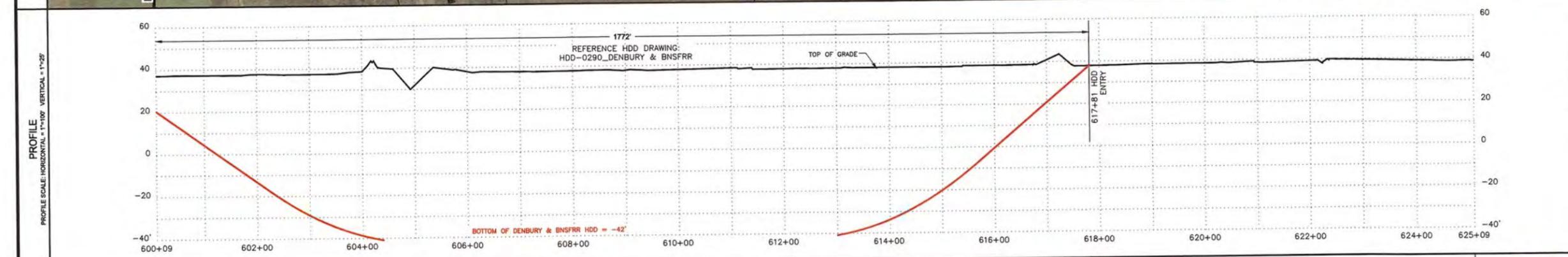
- ALL VEHICLES AND EQUIPMENT MUST BE CLEANED PRIOR TO ENTERING PROJECT RIGHT-OF-WAY.
- REFER TO REVEGETATION PLAN FOR SEED MIXES AND APPLICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED ON THE ALIGNMENT SHEETS.
- FOR A COMPLETE LIST OF WATERWAYS AND WETLAND CROSSING TECHNIQUES REFER TO THE WATERS TABLE.
- CLEARING CONDUCTED BETWEEN MARCH 1 AND AUGUST 30 MUST BE COORDINATED WITH ENVIRONMENTAL INSPECTOR FOR COMPLIANCE TO MIGRATORY BIRD ACT.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS AND ENVIRONMENTAL MANAGEMENT PLANS.
- NO DREDGE OR FILL ACTIVITIES (NO GROUND DISTURBANCE) PERMITTED WITHIN ENVIRONMENTALLY SENSITIVE AREAS (ESA) UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.
- NO MECHANICAL CLEARING SHALL OCCUR WITHIN ESA BOUNDARIES UNLESS OTHERWISE NOTED. REFER TO ESA PLANS AND ENVIRONMENTAL NOTES.

### CP FEATURE DATA

- FOR ALL TEST STATIONS: SEE ENTERPRISE ENGINEERING STD.7000 - CORROSION PREVENTION FOR THE CONSTRUCTION OF NEW PIPELINES, STORAGE TANKS AND FACILITIES
- FOR COPPER MITIGATION CABLE: SEE ENTERPRISE ENGINEERING STD.7011 - ALTERNATING CURRENT INTERFERENCE AND MITIGATION ON PIPELINES AND FACILITIES

### BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
1	8.825" OD X 0.222" WT, X-60, API 5L, PSL2, ERW, PEB, TRL	728'
2	8.825" OD X 0.322" WT, X-60, API 5L, PSL2, ERW, PEB, DRL	1,772'
7	TEST LEAD TYPE 1 - IR FREE	1
11	MITIGATION CABLE X 2	1450'
12	PCR	1



### REVISIONS

NO.	DATE	BY	DESCRIPTION
0	04/20/2020	EUSA	ISSUE FOR BID

### PIPE DETAIL

MATERIAL / COATING	COVER
600+09 ALVIN CITY LIMIT LINE 603+74	VARIES
617+81 621+09	48" MINIMUM

### ENVIRONMENTAL CONDITIONS

WETLANDS / WATER BODIES	CONSTRUCTION TECHNIQUES	ESA
W2129-A 600+14 602+01 W2129-A 603+60	HDD BUNDLE	

**ISSUE FOR BID**  
 (04/20/2020)

100' 0' 100' 200'  
SCALE IN FEET

**811**  
Know what's below.  
Call before you dig.

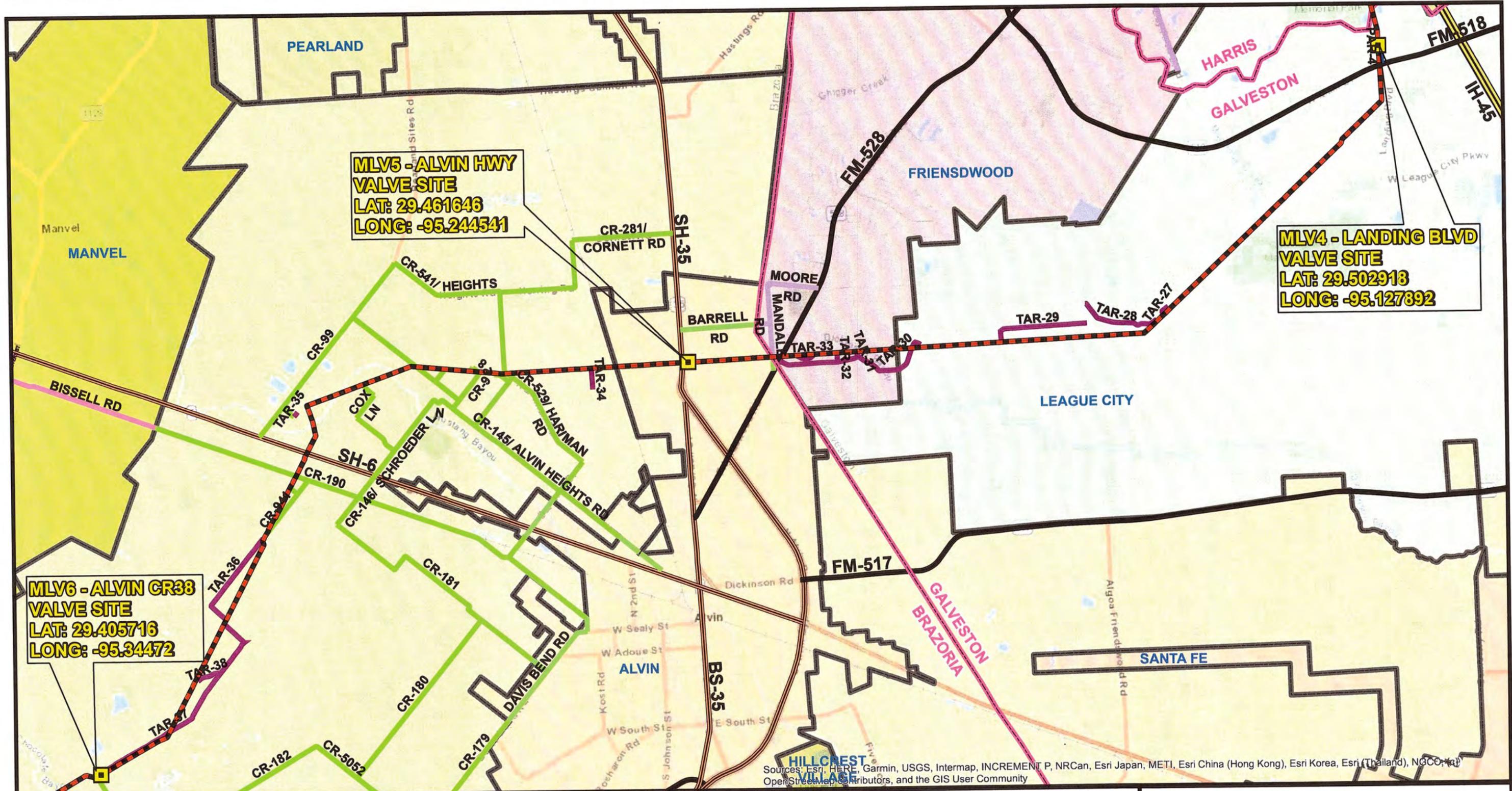
**SOUTH TEXAS NGL PIPELINE LLC**

DRAWN EUSA	DATE 02/01/2020	SCALE 1" = 100'
CHKD EUSA	DATE 02/01/2020	A.F.E. A42464
APP'D	DATE	JOB NO. 156.6977.0002

PROPOSED SOUTH TEXAS NGL 8" PIPELINE  
WEBSTER TO BRASKEM  
STA. 600+09 TO STA. 625+09  
BRAZORIA COUNTY, TEXAS

DWG. NO. **STX-025** (1) REV.

# Exhibit (ii) Major Thoroughfare Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, and OpenStreetMap contributors, and the GIS User Community

- Surface Site
- Proposed Route
- AccessRoads\_Permanent
- AccessRoads\_Temporary
- HaulRoads\_Brazoria
- Haul Roads\_City of Alvin
- Haul Roads\_City of Friendswood
- Haul Roads\_Farm to Market
- Haul Roads\_State Highway
- Haul Roads\_US Highway
- City Boundary
- County Boundary



**BAYMARK PIPELINE LLC  
SOUTH TEXAS NGL PIPELINES, LLC**

**CITY OF ALVIN  
Route And Vales**

**ISSUED FOR REVIEW**

**1"=4,800 feet**

**NAD83 TX S CENTRAL**



**Date: 3/13/2020**

# Exhibit (iii) Permit Road Crossing Drawings Traffic Control Plan

**BRAZORIA COUNTY, TEXAS  
I. & G.N.R.R. CO. SURVEY, A-693**



2019 Google LLC, used with permission. Google and the Google logo are registered trademarks of Google LLC (Imagery Date: 12/03/19)  
 IMAGERY OBTAINED FROM GOOGLE EARTH PRO USING PLEX.EARTH AND WAS NOT MODIFIED OR ALTERED BY MORRIS P. HEBERT, INC., OTHER THAN TO IMPROVE VISIBILITY. MORRIS P. HEBERT, INC. MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THE IMAGERY, AND RELIANCE ON THE ACCURACY OF THE IMAGES IS AT THE USER'S RISK.



I DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF MC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

**VICINITY MAP**

GRAPHIC SCALE



NO.	DATE	REV. BY:	REVISION

**SOUTH TEXAS NGL PIPELINES, LLC**

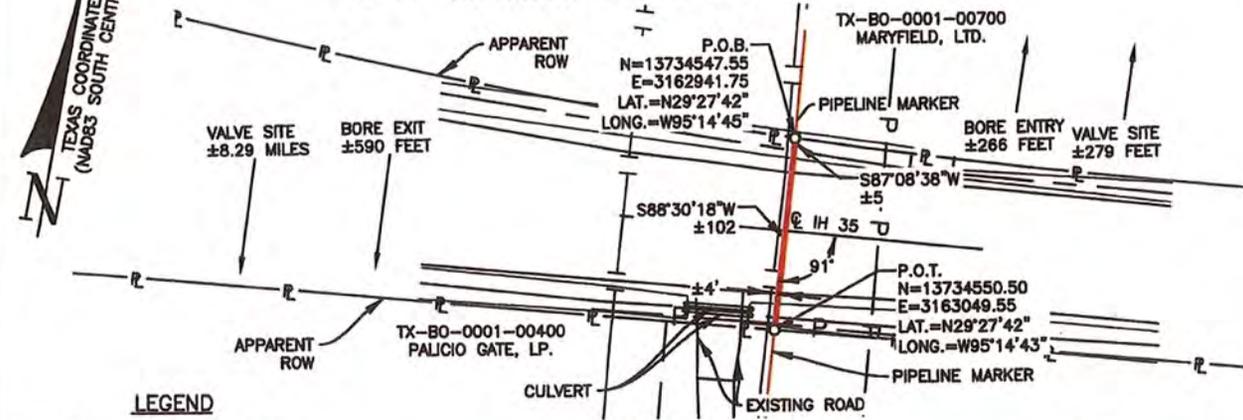
VICINITY MAP  
 PROPOSED 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE  
 ACROSS INTERSTATE HIGHWAY 35  
 I. & G.N.R.R. CO. SURVEY, A-693  
 BRAZORIA COUNTY, TEXAS



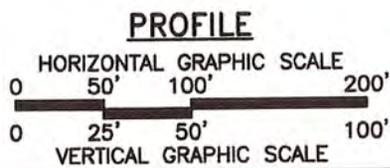
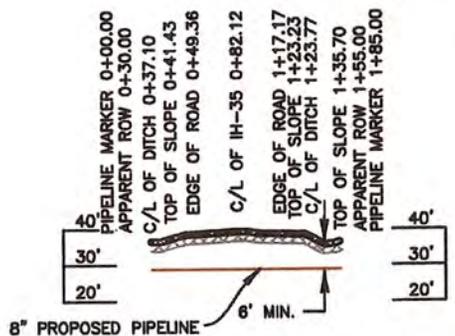
DRAWN BY: AB	SHEET: 1 OF 3
CHKD./APPD. BY: BB	SCALE: 1" = 2000'
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

**BRAZORIA COUNTY, TEXAS**  
**I. & G.N.R.R. CO. SURVEY, A-693**

TEXAS COORDINATE SYSTEM  
 (NAD83 SOUTH CENTRAL ZONE)



- LEGEND**
- P — PROPERTY LINE
  - F — FOREIGN PIPELINE
  - o — CALCULATED POINT
  - P — POWER LINE
  - T — TOP OF SLOPE



I DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF NC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14839, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

TRACT NO: TX-BO-000100410

NO.	DATE	REV. BY:	REVISION
-----	------	----------	----------

**SOUTH TEXAS NGL PIPELINES, LLC**

**PLAN & PROFILE**  
**PROPOSED 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE**  
**ACROSS INTERSTATE HIGHWAY 35**  
**LOCATED IN I. & G.N.R.R. CO. SURVEY, A-693**  
**BRAZORIA COUNTY, TEXAS**



DRAWN BY: AB	SHEET: 2 OF 3
CHKD./APPD. BY: BB	SCALE: AS SHOWN
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

**PROPOSED 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE DESIGN DATA**

**1.0 GENERAL INFORMATION**

- 1.1 APPLICANT/OWNER: SOUTH TEXAS NGL PIPELINES, LLC
- 1.2 PIPELINE NAME: PROPOSED WEBSTER TO SEADRIFT
- 1.3 PRODUCT: POLYMER GRADE PROPYLENE (PGP)

**2.0 PIPELINE DESIGNED DATA**

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 BORED SECTIONS WILL EXTEND MINIMUM 5- FEET BEYOND EDGE OF CONCRETE PAVEMENT OR 10- FEET BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS) PLUS ANY ADDITIONAL WIDTH NECESSARY TO CLEAR AND EXISTING SIDEWALK
- 2.3 DESIGN PRESSURE: 2220 PSIG
- 2.4 HYDROSTATIC TEST PRESSURE: 3330 PSIG MAX 2775 PSIG MIN.
- 2.5 DESIGN FACTOR: 0.72

**3.0 CATHODIC PROTECTION**

- 3.1 RECTIFIER IMPRESSED CURRENT

**4.0 CONSTRUCTION METHOD**

- 4.1 PIPELINE WILL BE INSTALLED BY GUIDE BORE

**5.0 ROAD BORE PIPE**

- 5.1 OUTSIDE DIAMETER: 8.625"
- 5.2 WALL THICKNESS" 0.322"
- 5.3 MATERIAL: CARBON STEEL
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



4/28/20

I DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, AN EMPLOYEE OF NC NORTH STAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

NO.	DATE	REV. BY:	REVISION

**SOUTH TEXAS NGL PIPELINES, LLC**

**PIPELINE DESIGN DATA**  
**PROPOSED 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE**  
**ACROSS INTERSTATE HIGHWAY 35**  
**LOCATED IN I. & G.N.R.R. CO. SURVEY, A-693**  
**BRAZORIA COUNTY, TEXAS**



DRAWN BY: AB	SHEET: 3 OF 3
CHKD./APPD. BY: BB	SCALE: AS SHOWN
UPDATED BY:	DATE: 04/27/2020
DATA BASE: 13714	JOB NO. 13714
MPH CAD FILE: TX-BO-0001.00410.DWG	

January 23, 2020

RE: South Texas NGL Pipeline, LLC 8" Webster to Braskem Pipeline

To Whom It May Concern:

This memo is to calculate the minimum pipe wall thickness of said pipeline in accordance with the design formula,  $P = (2St/D) \times E \times F$  (Barlow's Equation), as described in 49 CFR Part 195 for transportation of hazardous liquids by pipeline, where:

$P$  = Internal design pressure in p.s.i. (kPa) gage.

$S$  = Yield strength in pounds per square inch (kPa).

$t$  = Nominal wall thickness of the pipe in inches (millimeters).

$D$  = Nominal outside diameter of the pipe in inches (millimeters).

$E$  = Seam joint factor determined in accordance with paragraph (e) of this section.

$F$  = A design factor of 0.72, except that a design factor of 0.60 is used for pipe, including risers, on a platform located offshore or on a platform in inland navigable waters, and 0.54 is used for pipe that has been subjected to cold expansion to meet the specified minimum yield strength and is subsequently heated, other than by welding or stress relieving as a part of welding, to a temperature higher than 900 °F (482 °C) for any period of time or over 600 °F (316 °C) for more than 1 hour.

The project specific values for Barlow's equation are:

$P = 2,220 \text{ lb/in}^2$

$S = 60,000 \text{ lb/in}^2$

$D = 8.625 \text{ inch}$

$E = 1.0$

$F = 0.60$

Rearranging Barlow's equation to solve for the minimum wall thickness -

$$t = (P * D) / (2 * S * E * F)$$

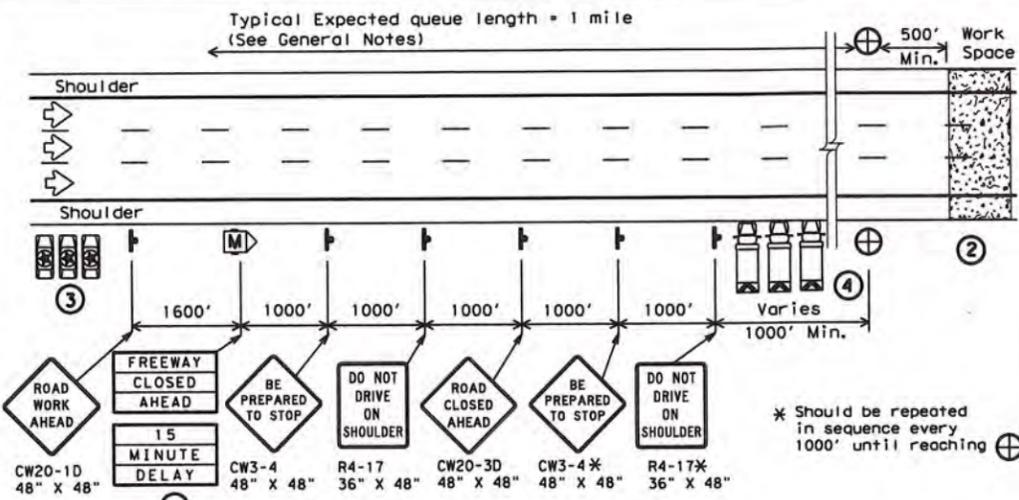
$$t = (2,220 * 8.625) / (2 * 60,000 * 1.0 * 0.60)$$

$$t = 19,147.5 / 72,000$$

$$t = 0.266 \text{ inch (minimum wall thickness required for design conditions)}$$

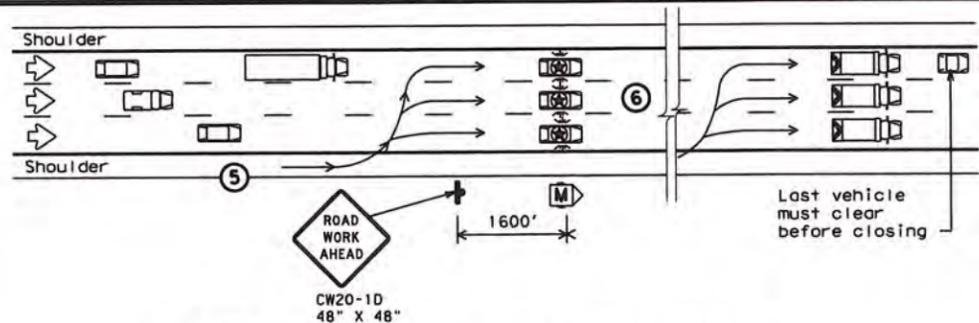


DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



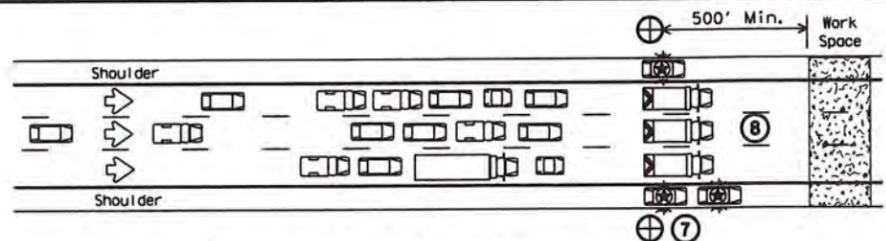
### 1 STARTING POSITION

- Traffic control devices should be installed or located near their intended position prior to beginning temporary roadway closure sequence. Duplicate signs should be erected on the median side of the roadway when median width permits. Warning signs should not be placed on the paved shoulders that will be used by the WARNING LEOV, or where movement of the LEOVs or barrier vehicles will be impeded.
- Prior to beginning the roadway closure sequence, all equipment, materials, personnel, and other items necessary to complete the work should be gathered near the work area. Entrance ramps located in the area where a queue is expected to build should be closed.
- There should be one LEOV for every lane to be controlled, plus a minimum of one to warn traffic approaching a queue. An additional lead law enforcement officer is desirable to remain with the Engineer's or Contractor's point of contact (POC) during the operation in order to improve communication with all LEOVs involved.
- One barrier vehicle with a Truck Mounted Attenuator and amber or blue and amber high intensity flashing/oscillating/strobe lighting shall be used for each lane to be closed.



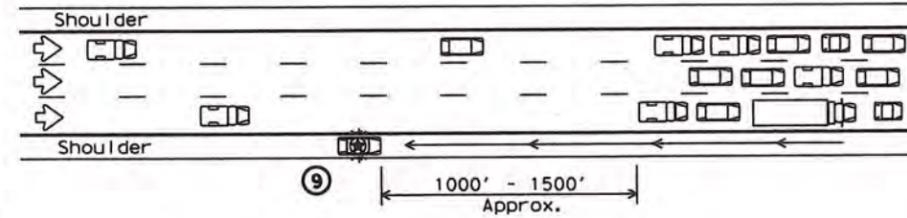
### 2 REDUCING SPEED OPERATION

- Starting position of the LEOVs should be in advance of the most distant warning signs.
- Once the LEOVs have achieved an abreast blocking formation while traveling toward the CP, emergency lights and headlights should be turned "ON". The LEOVs should maintain formation, not allow traffic to pass, and begin to decelerate. The LEOVs should continue to decelerate, giving the barrier vehicles opportunity to be staged upstream of the work space after traffic has cleared. The LEOVs should then continue to decelerate slowly until bringing traffic to a stop near the barrier vehicles.



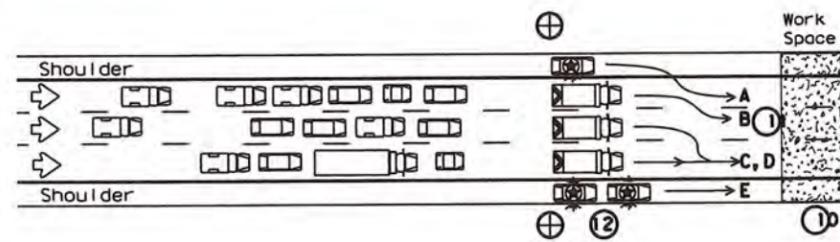
### 3 ALL TRAFFIC STOPPED AT CP

- Once traffic is stopped the LEOVs should park on the shoulders with emergency lighting "ON" in order to provide law enforcement presence at the closure and keep shoulders blocked ahead of the work space. They should stay in radio contact with the WARNING LEOV.
- The barrier vehicles should be parked, one in each lane, the parking brake set, with the high visibility flashing/oscillating/strobe lighting "ON," and the transmission in gear.



### 4 WARNING THE TRAFFIC QUEUE

- The WARNING LEOV should proceed to the right shoulder of the roadway, with emergency lights on approximately 1000' in advance of the traffic queue (stopped traffic) as the queue develops. When determined that limited sight distance situations (crest of hills, sharp roadway curvature, etc.) may occur to motorists approaching the queue, the WARNING LEOV may proceed 1/4 mile or more in advance of the queue.



### 5 RELEASING STOPPED TRAFFIC

- All equipment, materials, personnel, and other items should be removed from the roadway and maintain an adequate clear zone.
- When the roadway is clear for traffic, the LEOV should proceed forward from the left shoulder followed by the barrier vehicles, from left to right, as shown alphabetically in the plan view.
- The LEOV or LEOVs on the right shoulder may remain on the shoulder until satisfied that traffic is moving satisfactorily before merging or proceeding.
- LEOVs and barrier vehicles should re-group at their respective starting positions if necessary.

LEGEND			
■	Channelizing Devices	⊕	Control Position (CP)
M	Portable Changeable Message Sign (PCMS)	🚚	Barrier Vehicle with Truck Mounted Attenuator
🚓	Law Enforcement Officer's Vehicle (LEOV)	➔	Traffic Flow

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓			

### GENERAL NOTES

- All traffic control devices shall conform with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Additional guidelines for traffic control devices may be found in the TMUTCD. Signs conflicting with the roadway closure sequence should be completely removed or covered. Additional traffic control devices may be required for closure of access roads, cross streets, exit and entrance ramps as directed by the Engineer.
- Law enforcement officers and all workers involved should review and understand all procedures before the roadway closure sequence begins. Pre-work meetings may be held for this purpose. Local emergency services and media should have advance notification of roadway closure, expected dates and approximate times of closures.
- Law enforcement officers shall be in uniform and have jurisdiction in the locale of the work area. An additional WARNING Law Enforcement Officer's Vehicle (LEOV) may be used on the median side of the roadway where median shoulder width permits (See sequence #9).
- The roadway closure should be during off-peak hours, as shown in the plans, or as directed by the Engineer.
- Work should be limited to approximately 15 minutes maximum duration unless otherwise directed by the Engineer based on existing roadway conditions. If the work is not complete within 15 minutes, or if the end of the traffic queue extends past the most distant advance warning signs, the work area should be cleared of all equipment, materials, personnel, and other items, and the roadway reopened. When the queue has dissipated and the traffic flow appears normal the roadway closure sequence may be repeated.
- For traffic volumes greater than 1000 Passenger Cars Per Hour Per Lane (PCPHPL), or for roadway closures that exceed 15 minutes, see details elsewhere in the plan.
- If traffic queues beyond the advance warning signs during one road closure sequence, the advance warning should be extended prior to repeating the road closure sequence. When possible, PCMS signs should be located in advance of the last available exit prior to the closure to allow motorists the choice of an alternate route.

THIS PLAN IS INTENDED TO BE USED AT LOCATIONS/TIMES WHEN TRAFFIC VOLUMES ARE LESS THAN 1000 PASSENGER CARS PER HOUR PER LANE.

Texas Department of Transportation
   
 Traffic Operations Division Standard

## TRAFFIC CONTROL PLAN SHORT DURATION FREEWAY CLOSURE SEQUENCE

### TCP (6-7) - 12

FILE: tcp6-7.dgn	DN: TxDOT	CK: TxDOT	DN: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 8-12				
4-98	DIST	COUNTY	SHEET NO.	

207

DATE:  
FILE:

Approval Form  
Online version 11/2005

**APPROVAL**

To Patty Riddels  
South Texas NGL Pipelines, LLC  
1100 Louisiana Street, 1000  
Houston, TX 77002

Date 5/12/2020  
Application No. HOU20200217140038  
District App. No. 20-1601  
Highway SH 0035  
Control Section 017802  
Maintenance Section Brazoria  
County Brazoria

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. HOU20200217140038 (District Application No. 20-1601) dated 5/12/2020 and accompanying documentation, except as noted below.

**Coordinate construction / traffic control plans with the nearest TxDOT Maintenance Office. TxDOT is not a member of 811, and must be contacted separately at (713) 802-5662 to locate TxDOT-owned cabling and conduit. In addition, please ensure compliance with the additional pages attached to this form. The approval applies to proposed installation within State highway ROW only as shown in plans, but not applies to any proposed installation outside State highway ROW as shown in plans.**

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

**Special Provisions:  
ExtraProvisions Rev20180307**

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

By Fnu Besmellah  
Title Trans Engineer  
Texas Department of Transportation

District Houston

## ADDITIONAL SPECIAL PROVISIONS FOR HOUSTON DISTRICT UTILITY PERMITS

REVISED MARCH 7, 2018

- The Texas Department of Transportation (TxDOT) is not a member of 811. At least 72 hours before starting work, make arrangements for locating existing TxDOT-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling TxDOT's Houston District Traffic Signal Operations Office at 713-802-5662 to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.
- This utility permit is subject to a *separate* traffic control plan being approved by the TxDOT Area Engineer. All work must follow the TxDOT Traffic Control Plan Standards, Latest Revision, or if approved, Typical Applications shown in the *Texas Manual on Uniform Traffic Control Devices*, Latest Revision, Chapter 6-H. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the Permittee. Contractor is required to supply all barricades, warning signs, and flagmen when necessary; contractor must supply all sub-contractors with a copy of this permit and approved traffic control plan. No overnight lane closures will be allowed.
- The Permittee shall coordinate the sequence of construction and traffic control plan with any adjacent highway construction or maintenance projects. In the event such interference occurs, you will cease operations in the area until such time as the road work is completed.
- Approval of this request by TxDOT does not relieve the utility owner or its agents of the obligation to seek concurrence / approval by appropriate regulatory agencies or other interest holders, such as railroad companies. Work performed on railroad right-of-way, or within waterways, such as rivers, creeks, bayous, and drainage ditches, may require such additional concurrence / approval.
- No discharges, such as effluent, produced groundwater, or chlorinated flush water, may be drained into State highway storm sewer infrastructure, without the approval of a separate agreement. Contact the TxDOT Houston District Permits Office at (713) 802-5553, -5512, or -5575 for additional information. In addition, the Grantee certifies that its storm water runoff to the State's right-of-way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right-of-way through storm water connections.
- Any adjustment or relocation of this installation necessary because of future highway construction shall be accomplished without cost to TxDOT. The permittee shall indemnify and save harmless the State from any and all damages or losses that may develop due to this project.
- All excavations within the right-of-way shall be backfilled according to the *TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, Item 400, as currently amended. All backfill shall be compacted to densities equal to that of surrounding soil. All surplus material shall be removed from the right-of-way, and the excavation finished flush with surrounding natural ground. All exposed dirt surfaces shall be sodded, unless otherwise approved by the TxDOT Area Engineer. A slope of 4:1, or flatter, shall be required on the ditch front slope.
- Encasement shall be steel, concrete, or high-density polyethylene (HDPE), and shall extend past the top of back slope of the outermost ditches, or five feet beyond the back of curb.

## ADDITIONAL SPECIAL PROVISIONS FOR HOUSTON DISTRICT UTILITY PERMITS

REVISED MARCH 7, 2018

- Highway crossings shall be bored or tunneled. Annular voids between the bore hole or tunnel, and the carrier line or encasement, shall be filled with a slurry grout or flow-able fill, to prevent settlement of any part of the highway.
- Fluids used in connection with boring operations shall only be allowed in sufficient quantity to lubricate boring pits, or to provide a smooth flow of cuttings. Jetting will not be allowed.
- Design and material of high pressure pipelines (greater than 60 psi) must meet the appropriate State and Federal guidelines.
- All manhole covers shall be installed flush with ground level.
- Aerial crossings shall be installed and maintained at a minimum of 22 feet for electric lines and 18 feet for communication lines. This applies to all parallel and perpendicular crossings of pavement, within the State of Texas right-of-way, including all public cross streets. For crossings of bridges and retaining walls, all crossings shall be installed and maintained at a minimum of 30 feet for all lines.
- Fiber optic communications lines greater than 500 feet in length shall provide at least 50 feet of slack coil in an adjacent vault, manhole, and/or handhole.
- The contractor or sub-contractor is required to contact the TxDOT Maintenance Supervisor a minimum of 72 hours prior to commencing any work.

<b>TxDOT Maintenance Supervisors</b>	<b>Office Phone</b>
▪ Brazoria County	(979) 864-8500
▪ Fort Bend County	(281) 238-7900
▪ Galveston County	(409) 978-2552
▪ Montgomery County	(936) 538-3300
▪ Waller County	(979) 921-2400
▪ Harris County, Inside IH 610 Loop	(713) 636-7400
▪ Harris County, North	(281) 319-6400
▪ Harris County, Southeast	(281) 464-5500
▪ Harris County, West	(713) 934-5900
▪ Traffic Signal Operations	(713) 866-7101
▪ SH 288 in Harris County	(346) 231-0427

# Exhibit (iv) Pipeline Design Basis Document



**South Texas NGL Pipeline, LLC  
Webster to Braskem Pipeline**

**Design Basis  
Document**

*Prepared by*  
NorthStar Energy Services, Inc.  
May 15, 2020

<b>REVISION NO:</b>	<b>DATE:</b>	<b>REVISION:</b>	<b>PROJECT MANAGER APPROVAL (INITIAL &amp; DATE)</b>	<b>CLIENT APPROVAL (INITIAL &amp; DATE)</b>
A	07/12/2019	Initial Review	JPH (07/12/19)	
B	05/15/2020	Issued for Permit	JPH (05/15/20)	

# Table of Contents

---

<b>1.</b>	<b>PURPOSE .....</b>	<b>4</b>
<b>2.</b>	<b>PROJECT DESCRIPTION.....</b>	<b>4</b>
	2.1. Pipeline Routing .....	4
<b>3.</b>	<b>DESIGN PARAMETERS .....</b>	<b>5</b>
	3.1. Codes, Standards and Specifications.....	5
	3.2. Fluid Properties .....	8
	3.3. Pipeline Maximum Operating Pressure .....	8
	3.4. Design Factors Requirements .....	8
	3.5. Site Conditions .....	9
<b>4.</b>	<b>PIPELINE DESIGN.....</b>	<b>9</b>
	4.1. Hydraulic and Surge Analysis .....	9
	4.2. Pipe Specifications.....	9
	4.3. External Coatings.....	10
	4.4. Mainline Valve Assemblies .....	10
	4.5. Scraper Traps.....	11
	4.6. Fittings, Bends and Mainline Taps.....	12
	4.7. Pipeline Segments .....	12
	4.8. Geotechnical Investigation and Engineering.....	12
	4.9. Electrical Connections .....	13
	4.10. Instrumentation and Controls .....	13
	4.11. Cathodic Protection .....	14
	4.12. AC Mitigation .....	14
	4.13. Construction Right-of-Way .....	14
	4.14. Ditch Configuration .....	15
	4.15. Road and Railroad Crossings .....	15
	4.16. River and Stream Crossings .....	16
	4.17. Horizontal Directional Drilled (HDD) Crossings .....	16
	4.18. Pipeline Inspection and Testing.....	16
	4.19. Signs and Markers .....	17

## 1. PURPOSE

The purpose of this Design Basis Document (DBD) is to collect, define, and formalize the design basis, technical parameters, methodology, assumptions, and necessary resources that are to be used to successfully complete the detailed engineering and design of approximately 134.16 miles of 8-inch diameter pipeline and related appurtenances, for the Webster to Braskem pipeline. Project Name A42464 Webster to Braskem Pipeline, Company Name South Texas NGL Pipeline, LLC. This document will be updated to reflect any changes in the requirements, design or installed configuration.

## 2. PROJECT DESCRIPTION

The Webster to Braskem Pipeline consists of a buried 8-inch polymer grade propylene (PGP) pipeline, approximately 134.16 miles in length. The Webster to Braskem Pipeline will utilize a new Enterprise facility at the origin and an existing Enterprise facility at the termination location. The pipeline route navigates through the following Texas Counties: Harris, Galveston, Brazoria, Matagorda, Jackson and Calhoun Counties. The proposed centerline route is determined by Enterprise.

The pipeline route commences at the new Enterprise Webster Pump Station, located southeast of Webster, TX. The pipeline route terminates at the existing Enterprise Braskem North Valve Site facility southwest of Port Lavaca, Texas. The approximate pipeline segments shown in the table below are subject to change pending final routing. The proposed pipeline is entirely contained within the State of Texas.

Section	Origination (Approx.)	Termination (Approx.)	Length (miles)*
Segment 1	LAT: 29.5196682° LONG: -95.108687°	LAT: 29.405334° LONG: -95.345556°	19.10
Segment 2	LAT: 29.405334° LONG: -95.345556°	LAT: 28.516628° LONG: -96.785862°	115.06

\*Mileage may vary as route is finalized

The pipeline system includes fourteen (14) mainline valve assemblies, one (1) ANSI 900 launcher trap and one (1) ANSI 600 receiver trap to be installed at the Webster Pump Station, one (1) ANSI 600 launcher to be installed at the Formosa South Valve Site and one (1) ANSI 900 receiver trap and one (1) ANSI 600 launcher trap to be installed at the Braskem North Valve Site. Mainline valve locations will be determined in accordance with the requirements set forth in 49 CFR Part 195.260 as well as Enterprise specifications. Shut down devices will be installed at the two locations where the ANSI 900 system reduces to the ANSI 600 system.

### 2.1. Pipeline Routing

The overall pipeline route proceeds in a northeast to southwest direction, beginning at a new facility located in Webster, TX and ending at an existing facility located in Port Lavaca, TX. Pipeline routing to be completed by Enterprise.

## 3. DESIGN PARAMETERS

---

### 3.1. Codes, Standards and Specifications

The pipeline and associated above-grade facilities will be designed and constructed in accordance with all applicable federal, state and local rules and regulations; special regulatory permit requirements; and applicable industry design and construction standards, specifications, and recommended practices. All piping associated with the pipeline system is in accordance with ASME B31.4.

Design and construction work shall be performed in accordance with Enterprise engineering, design and construction standards and specifications, and/or any specific design requirements described in the design basis. NorthStar received from Enterprise the specific Company Standards, frozen as of **May 16, 2019**, that will be used for this project. In the event of any conflict between various reference documents, the more stringent of the conflicting specifications may take precedence.

More specifically, the following shall apply:

#### Regulatory Codes

- US Code of Federal Regulations, Title 49 Part 195 - Transportation of Hazardous Liquids by Pipeline
- OSHA, Occupational Safety and Health Administration

#### Design and Construction Codes

- ASME B31.4 - Pipeline Transportation Systems for Liquid Hydrocarbons and Other Liquids
- API RP 1102 - Steel Pipelines Crossing Railroads and Highways
- NACE SP0169-2007 - Control of External Corrosion on Underground or Submerged Metallic Piping Systems
- ASME Section VIII, Division 1 - Boiler and Pressure Vessel Code, Rules for Construction of Pressure Vessels
- UBC, Uniform Building Code
- API 1104 - Welding of Pipelines and Related Facilities
- AWS, American Welding Society
- ASCE, American Society of Civil Engineers
- ACI, American Concrete Institute
- AISC, American Institute of Steel Construction
- AISI, American Iron and Steel Institute
- NFPA, National Fire Protection Association
- NFPA 70: National Electrical Code
- API, American Petroleum Institute
- ASCE 7-05 Minimum Design Loads for Buildings and Other Structures

#### Material Codes

- API 5L: Specification for Line Pipe
- API 6D: Specification for Pipeline Valves
- API 602: Small Forged Valves
- API 598: Valve Inspection and Testing

- ASME/ANSI B16.5 - Pipe Flanges and Flanged Fittings
- ASME/ANSI B16.47 - Large Diameter Steel Flanges
- ASME/ANSI B16.9 - Factory-Made Wrought Steel Buttweld Fittings
- ASME/ANSI B16.11 - Forged Steel Fittings, Socketweld, and Threaded
- ASTM A-105 - Carbon Steel Forgings for piping applications
- ASTM A-106 - Welded and Seamless Carbon pipe nipple
- ASME/ANSI B16.25 - Buttweld Ends
- MSS SP-44: Steel Pipeline Flanges
- MSS SP-75: Specification for High-Test Wrought Butt-Welding Fittings
- MSS SP-97: Integrally Reinforced Forged Branch Outlet Fitting

#### Owner Engineering Standards

- STD.0250 Project Records Management
- STD.0501 Facility Record Drawing Defined
- STD.0502 Facility Record Drawing Development
- STD.0503 Facility Record Drawing Revision and Reference
- STD.0504 Facility Record Drawing Cad Standard
- STD.0512 Facility Tagging and Data Point Naming
- STD.1002 Combustible Gas, Toxic Gas, and Fire Detection Systems
- STD.1013 Removing a Safety Device from Service
- STD.2000 Electrical Design
- STD 2001 Electrical Construction
- STD.2004 Electrical 480-Volt Switchgear
- STD.2005 Electrical 480-Volt Motor Control Centers
- STD.2006 Transformers-Power and Distribution
- STD.2007 Electrical Uninterruptible Power Supply (UPS)
- STD.2008 Batteries and Charging Equipment for Reserve Power Systems
- STD.2009 Electrical Wires and Cables
- STD.2013 Electrical Freeze Protection and Process Heat Tracing Systems
- STD.2016 Electrical Acceptance Tests
- STD.2019 Testing Low Voltage Air Circuit Breakers
- STD.2020 Electric Motor Operators
- STD.2022 Packaged Electrical Equipment Requirements
- STD.2026 Liquid Filled Transformer Inspection and Testing
- STD.2028 Arc Flash Risk Assessment
- STD.2029 Electrical Bus Duct and Cable Bus Low and Medium Voltage
- STD.2030 Electrical Circuits and Equipment Checkout
- STD.2404 Low Voltage AC Induction Motors
- STD.2405 Medium Voltage AC Induction Motors
- STD.2501 Design, Construction, and Construction Oversight of Civil Work
- STD.2600 Fencing
- STD.2702 Structural Steel Design, Fabrication, and Erection
- STD.2800 Foundation Design
- STD.2802 Concrete Construction
- STD.2900 Geotechnical Engineering Investigation
- STD.3006 Control Valves and Actuators
- STD.3007 Programmable Logic Controller (PLC)
- STD.3008 Human-Machine Interface (HMI)
- STD.3100 General Instrument Design and Installation
- STD.3130 Loop Check Standard
- STD.3200 Instrumentation Specifications

- STD.3401 Computational Pipeline Monitoring (Leak Detection) and Batch Tracking Instrument Requirements
- STD.4403 Pneumatic Testing of Piping
- STD.4500 Line Pipe Specification for Onshore Applications (API 5L) for Pipe Purchased from Manufacturers
- STD.4501 Line Pipe Specification for Onshore Applications (API 5L) for Pipe Purchased from Suppliers
- STD.4503 Valve Repair and Reconditioning
- STD.4505 Shop Fabricated Induction Bends
- STD.4506 Design of Pipeline Pig Launchers and Receivers
- STD.4507 Pipeline Hydrostatic Testing
- STD.4511 Line Pipe Transportation
- STD.4600 Pipeline Design for Onshore Pipelines
- STD.6801 Pressure Relief Devices and Depressuring Systems
- STD.7000 Corrosion Prevention for the Construction of New Pipelines, Storage Tanks and Facilities
- STD.7001 Protective Coatings - Above Ground Steel Surfaces
- STD.7002 Protective Coatings - Below Ground Steel Surfaces
- STD.7003 Protective Coatings - Below Ground Steel Surfaces – Plant Applied Fusion-Bonded Epoxy and Abrasion- Resistant Overlay
- STD.7005 Concrete Weight Coating for Pipelines
- STD.7007 Material Selection and Installation of Flange Insulation Sets
- STD.8001 Enterprise API 1104 Welding Procedures
- STD.8004 In-service Welding Pre-assessment, Evaluation, and Approval
- STD.8006 Welder Qualification
- STD.8007 Weld Documentation Review Process for Code Compliance
- STD.8008 Welding of Pipeline and Related Facilities, and Nondestructive Examination Requirements
- STD.8012 Welded Hot Taps
- STD.8015 Filler Metal
- STD.8501 Bolt Torquing and Flange Assembly
- STD.8503 General Expectations for Third Party Inspectors
- STD.8700 Pipeline Construction
- STD.8701 General Conditions
- STD.8703 Clearing and Grading
- STD.8704 Ditching
- STD.8705 Pipe Stringing and Material Handling
- STD.8706 Field Bending and Alignment
- STD.8707 Lowering-In and Backfilling
- STD.8708 Cleanup and Restoration
- STD.8709 Horizontal Directional Drilling
- STD.8710 Pipeline Construction Near Powerlines
- STD.8712 Earthwork
- STD.8715 Blasting Adjacent to Pipelines
- STD.9002 Surveying and Mapping
- STD.9012 General Inline Inspection Vendor Reporting Requirements
- STD.9013 High Consequence Area Identification for New Construction of Hazardous Liquid Pipelines

The latest applicable version of the regulatory codes, standards, specifications and recommended practices at the time of this design basis issue shall apply when referenced in engineering calculations, reports, specifications and requisitions.

### 3.2. Fluid Properties

The pipeline is designed to handle a polymer grade propylene product. The maximum anticipated product flow rate is 1300 BPH.

The Enterprise-specified fluid properties used for the detailed design are summarized in the table below.

Design Flow	1300 BPH From Webster 350 BPH to Formosa 350 BPH to Braskem-Seadrift
Normal Operating Temperature	-20° to 100°F
Maximum Operating Temperature	100°F
Pipeline Design Pressure/MOP	2,220 psig
Fluid Type	Polymer Grade Propylene
Specific Gravity (Rel. to H2O)	0.526 (@ Max. Design Temp. & Press.)
Kinematic Viscosity (cSt)	0.1146 cSt (@ Max. Design Temp. & Press.)
Vapor Pressure (psia)	227 psia (@ Max. Design Temp. & Press.)

### 3.3. Pipeline Maximum Operating Pressure

The pipeline design includes materials suitable for the operating limits of ANSI 900 components with a maximum temperature of 100°F (2,220 psig) and ANSI 600 components with a maximum temperature of 100°F (1,480 psig). The maximum operating pressure (MOP) of the ANSI 900 pipeline is 2,220 psig and 1,480 psig for the ANSI 600.

The Hydraulic model and Surge Study applicable to the proposed pipeline to be provided and conducted by Enterprise (REF: Section 4.1.).

### 3.4. Design Factors Requirements

The pipeline design factor was governed by 49 CFR Part 195 and Enterprise STD. 4600. A maximum design factor of 0.72 shall be used, except in the following areas in which a more stringent design factor will be utilized:

- Per TXDOT requirements, a maximum design factor of 0.5 shall be used at TXDOT crossings.

- At bores and Horizontal Directional Drills (HDDs), a maximum design factor of 0.60 shall be utilized for design purposes.
- Scraper trap locations, a maximum design factor of 0.60 shall be utilized for design purposes.
- Mainline Valve (MLV) locations, a maximum design factor of 0.72 shall be utilized for design purposes.

### 3.5. Site Conditions

Minimum design temperature is expected to be -50°F or higher. Low temperature carbon steel is required where flashing may occur. The design temperature of pipes, valves, fittings and equipment is as follows:

- 09CS235
  - Design Temperature Range, °F (-) 20 – (+) 120°F
- 09CT315
  - Design Temperature Range, °F (-) 50 – (+) 120°F

Charpy V Notch impact testing temperature of pipe shall be conducted at a maximum temperature of -20°F to satisfy the minimum temperature set forth in the applicable Enterprise Piping Standard.

## 4. PIPELINE DESIGN

---

### 4.1. Hydraulic and Surge Analysis

Pipeline hydraulic calculations and surge study was performed and analyzed by Enterprise. The pipe diameter selection is 8-inch based on cursory steady-state analysis without accounting for Mainline Valve (MLV) losses.

### 4.2. Pipe Specifications

All line pipe to be manufactured, tested and inspected in accordance with the requirements of API 5L PSL2 – 45th edition of the appropriate grade for pipe size, MOP, and design factor.

Pipe wall thickness shall comply with the requirements of ASME B31.4 and 49 CFR Part 195. Tapered butt-joint weld to be used for transitions between thinner/heavier wall pipes as shown in ASME B31.4-2012 Figure 434.8.6-2 (B).

Pipe (Mainline-Open Cut); DF = 0.72	8.625" O.D., 0.222" Min. W.T., API 5L, PSL2, Grade X-60, ERW or SMLS, BE
Pipe (Mainline - within Bored and HDD crossings); DF = 0.60	8.625" O.D., 0.322" Min. W.T., API 5L, PSL2, Grade X-60, ERW or SMLS, BE
Pipe (Mainline within MLV sites); DF = 0.72	8.625" O.D., 0.322" Min. W.T., API 5L, PSL2, Grade X-60, ERW or SMLS, BE

Wall Thickness and Grade of Pipe within Scraper Traps assemblies; DF = 0.60	8.625" O.D., 0.322" Min. W.T., API 5L, PSL2, Grade X-60, ERW or SMLS, BE
External Coating	Fusion Bonded Epoxy (FBE) EPCO Coating Standard.
Abrasion Resistant Overcoat (ARO) (Bores and HDD crossings)	ARO overlay FBE per EPCO Coating Standard.
Internal Coating	None
Scraper Trap Locations	Webster Pump Station Braskem North Valve Site

**Note:** List above included the proposed large bore pipe only. Mill tolerances and corrosion allowances have not been added at this time due to the absence of sour gas or corrosive product.

### 4.3. External Coatings

The main line pipe shall be protected externally with a factory-applied fusion-bonded epoxy (FBE) coating having a minimum average dry film thickness per EPCO Coating STD 7002.

Pipe to be installed by methods of HDD or bore will be supplied with approximately 30 to 40 mils of abrasion-resistant overlay (ARO) coating in addition to the 15 to 22 mils of FBE. Field weld joints to be coated with FBE with a minimum average dry film thickness of 15 mils. Field weld joints to not be internally coated.

Buried valves and fittings that cannot be readily pre-coated with FBE shall be externally protected Liquid Epoxy per Enterprise STD.7002. Buried valves to be furnished "water-tight" and the piping of the grease injection system to be extended 5'-0" above centerline of valve.

Aboveground piping shall be prepared and painted in accordance with the Owner's painting requirements. Design maximum temperature of coating systems for all pipe, valves and fittings shall be 100°F unless otherwise specified by Enterprise.

### 4.4. Mainline Valve Assemblies

Above grade mainline valve assemblies shall include ASME/ANSI Class 900 through conduit raised face flanged valves and shall be manufactured in accordance with the requirements of API 6D and Enterprise standards. Intermediate mainline valves to be installed above grade, except for mainline valves where landowners require below grade. All buried MLV assemblies to allow the valve bonnet to be above grade. Valve drain, stem, vent, seat injections, and thermal relief to be piped above grade and to terminate just below the mounting flange. Above-grade Mainline Valves will abide by Enterprise Gate Valve Spec V-093CV. Buried Mainline Valves will abide by Enterprise Gate Valve Spec V-094WE. Valve type(s) to be verified prior to procurement.

An Emergency Flow Restricting Device (EFRD) and High Consequence Area (HCA) Study will be conducted. The Mainline valve spacing will be governed by the HCA Study/EFRD Study

and requirements outlined in 49 CFR Part 195.452, company standards, constructability and landowner consent.

The below list further details guiding principles in the mainline block placement.

- Where possible, a 7.5 mile maximum spacing for liquid pipelines that are transporting highly volatile liquids (HVL) in high consequence areas (HCA).
- Where possible, a maximum spacing of 10 miles for liquid pipelines that are transporting HVL in non-HCA areas
- Where possible, mainline valves to be installed at the following locations:
  - At the upstream and downstream sides of water crossings that are more than 100 feet wide from high-water mark to high-water mark and public water supply reservoirs
  - Within mainline pump stations
  - At locations that will minimize damage or pollution from accidental hazardous liquid discharge
  - At areas not prone to flooding or standing water
- Where possible, mainline valves to be located at least 50 feet from highways and overhead telephone lines, and at least 100 feet from overhead power lines. Distances shall be further subject to Enterprise specifications.
- Consideration to be given to allow for remotely controlled mainline valves at a maximum separation distance of approximately 50 miles along the mainline.

Vent piping to be installed at each mainline valve assembly and shall be designed to accept bypass piping. Vent valves shall be ASME/ANSI Class 900 flanged end gate valves in accordance with API 6D and Enterprise specifications. Vent piping to include ASME/ANSI Class 900 flanges and blind flanges.

Each mainline valve assembly, except those within pump stations, shall be enclosed in a chain link fenced area, approximately 30 feet by 50 feet minimum or 50 feet by 75 feet where possible and will be equipped with two (2) 10-foot double swing access gates and one (1) 3-foot personnel access gate to provide maintenance and safety access. Access gates should be orientated such that they open into pipeline easement. Fences shall be 6 feet high, consisting of 6 feet of chain link and 2 feet of barbed or ribbon wire at the top. The minimum depth for fence post shall be two 2 feet.

#### 4.5. Scraper Traps

The pipeline will be designed to permit periodic internal cleaning and inspection. Cleaning and inspection will be performed using permanent scraper (pig) launcher and receiver connections located at each end of the pipeline.

Although the regulatory system design factor is 0.72, scraper trap fabricated assemblies will be designed utilizing a 0.60 per Enterprise STD.4506 and shall be fabricated from materials commensurate with the respective MOP. Traps will be suitable for handling maintenance pigs as well as internal inspection tools (smart pigs). Traps will be equipped with quick-opening end closures and safety devices to prevent opening under pressure. Large bore trap valves will be motor operated. Full line size will be utilized on the receiver bypass piping. Pigging filter bypass valves will be installed on the receiver kicker lines.

#### 4.6. Fittings, Bends and Mainline Taps

Fittings shall be designed and fabricated per MSS SP-75 and applicable Enterprise standards with wall thicknesses beveled to match the pipeline wall thickness. Pipe bends utilized will be either cold field bends or 3D Field Segmentable Fittings. Field or cold bends shall meet the requirements as specified in ASME B31.4-2012 Section 404.2.2.

Mechanical connections or provisions for future mechanical connections between the proposed Webster to Braskem and the existing pipelines or pump stations are not required at the time of the design basis creation.

#### 4.7. Pipeline Segments

All piping connections associated with existing and new installation facilities will be designed and constructed in accordance with all applicable federal, state and local rules and regulations, as well as any special regulatory permit requirements, applicable industry design and construction standards, specifications, and recommended practices. The quantity of HDD Crossings, Road Crossings, Mainline Valve Assemblies and Scraper Traps will vary among segments as noted in the table below. The quantities listed below are subject to change pending the final routing.

SEGMENT	QUANTITIES						
	HDD	ROAD	RAILROAD	MLV (MOV- PIPELINE)	MLV (HOV)	MLV (MOV- STATION)	TRAPS (LAUNCHER/RECEIVER)
1	26	15	2	2	0	0	1/0
2	27	60	7	11	0	1	0/1
<b>TOTAL</b>	<b>53</b>	<b>75</b>	<b>9</b>	<b>13</b>	<b>0</b>	<b>1</b>	<b>1/1</b>

#### 4.8. Geotechnical Investigation and Engineering

Geotechnical bore samples and lab analysis will be performed at selected sites for piping and/or equipment foundation design and for facilitating the design of HDDs and bores based upon the recommendations outlined in the geotechnical reports. Existing geotechnical available from previous projects may be used in lieu of new borings if the information is deemed relevant and useful.

Grading and drainage plans for the trap locations are the responsibility of the station engineering firm and contractor.

The HDD test borings will extend to a depth greater than 20 feet of the proposed drill designs. Test borings to be filled with a cement-bentonite grout mixture at completion; excess cuttings and fluids to be spread adjacent to the boring locations. Soil boring locations chosen will be accessible by conventional geotechnical drilling equipment. All geotechnical drilling, sampling and grouting of the soil borings to be performed in accordance with ASTM International Standards and Enterprise Standard 2900, Geotechnical Engineering

Investigation. Each test boring shall allow for soil sampling at intervals of no greater than 2.5 feet (75 cm) in the upper 10 feet (3 m), and every 5 feet (1.5 m) thereafter and at changes in strata.

The geotechnical work performed must abide by all applicable federal, state and local rules and regulations; special regulatory permit requirements; company standards; and applicable industry standards, specifications, and recommended practices.

The quantity of core samples retrieved per segment including pumps station is as follows:

SEGMENT 1	SEGMENT 2
6	6

#### 4.9. Electrical Connections

The required mainline block valve assemblies along the pipeline will be motor operated. Each of the scraper trap assemblies as part of the Webster to Braskem Pipeline System will include three (3) large bore valves with motor operators. The motor operated valves will be designed and equipped with electrical isolation devices. Motor operated valves will be equipped for remote operation and tied into the Enterprise SCADA System. Limitorque MX series actuators are expected to be used.

The electrical design of the mainline valve assemblies, as a responsibility of NSES Engineering, will be in accordance with Enterprise standards STD. 2000 and STD.2009, and the National Electrical Code (NFPA 70).

All MOVs will require 480VAC, 3-phase power; power for the MOVs will be obtained directly from a 480V panelboard. If site power availability is 120VAC single phase only, a rotary power convertor may be installed to supply 3-phase power to the MOV. If and where possible existing power sources will be utilized.

The proposed fabricated assemblies that include a motor valve will require a bus stop and a power. The bus stop will be provided, owned, and maintained by Enterprise, and the power drop will be provided by the local utility company. To allow for periodic review or maintenance, power drop and meter will be located outside of the proposed mainline valve site fence limits; all other equipment associated with the valve site will remain within the site fence. By means of a connection between the utility provided power and the company owned bus stop located within each site, the bus stop will allow for a distribution of power to all remaining equipment within the site fence. NorthStar will design the bus stops and support the Enterprise elected bus stop manufacturer. Each bus stop will consist primarily of a power distribution panelboard and a Programmable Logic Controller (PLC). Pending site design requirements, additional equipment may be needed within each individual bus stop.

#### 4.10. Instrumentation and Controls

Instrumentation specifications and connection design is in accordance with all corresponding EPCO standards, and the National Electrical Code (NFPA 70).

Each trap to include two (2) pressure gauges, one (1) pressure transmitter, (1) flag pig sig assembly and one (1) flag and electrical combined pig sig assembly. Skin temperature transmitters are no longer required.

All motor operated mainline valve assemblies include a pressure transmitter and temperature transmitter immediately upstream and downstream of the mainline valve.

All electrical instrumentation will be tied into the Enterprise SCADA system. The station engineering firm and contractor will be responsible for ensuring operation functionality of the trap and mainline valve assembly instrumentation installed within Pump Stations. All controls and HMI interface programming will be completed by the Company.

#### 4.11. Cathodic Protection

Interference caused by the influence of Direct Current (DC) or Alternating Current (AC) will be evaluated. Interferences such as DC or AC voltage induced by HVAC powerlines or foreign pipelines as well as the critical effect on pipe-to-electrolyte potentials and potential soil-side corrosion will be considered in the cathodic protection designing, energizing and testing phases of the project. During the design stage, soil resistivity readings will be taken along the right-of-way to help determine cathodic protection requirements. The pipeline will be protected from corrosion by an impressed current cathodic protection system. Design provisions may be implemented to bond the new Webster to Braskem pipeline CP System to the new Bayport to Markham Ethylene pipeline. CP and AC Mitigation additions, where feasible to the intent of the design, are to be located within proposed valve site locations.

Station and Pipeline demarcations will occur at flanged connections and will include an insulating joint kit to electrically isolate the pipeline from the station(s). All insulating flange kit will be exhibited on the NSES provided drawing sets. The design details will be included in the project specific cathodic protection design report.

#### 4.12. AC Mitigation

A pipeline collocated with AC transmission lines can be subjected to multiple types of electrical and alternating current interference. The design objective of this project will be to:

- Accurately identify collocated sections of the pipeline.
- Determine soil resistivity measurements along the collocated sections of the pipeline.
- Create Soil Resistivity Models to determine worst-case interference effects on the pipeline system.
- Create AC Potential Models to determine the maximum pipeline AC interference potentials at locations of high voltage electric transmission circuits.

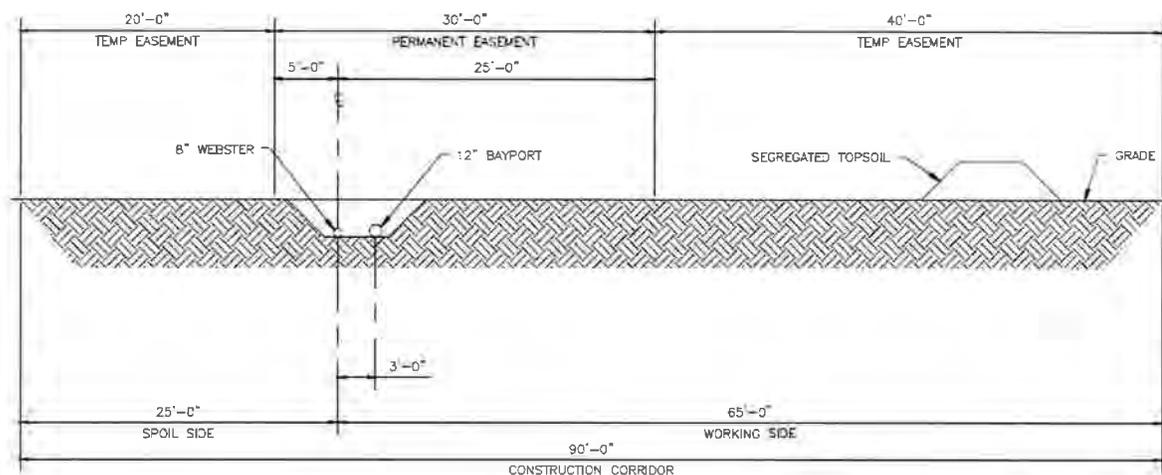
Mitigations Design Basis:

- Reduce step and touch voltages at above grade pipeline system appurtenances to less than 15 volts during worse case load conditions on the electrical power system.
- Reduce touch voltage along non-exposed portions of the pipeline system to less than 15 volts during worse case load conditions on the electrical power system.
- Reduce AC current densities to a point below where AC corrosion would be anticipated (less than 30 A/m<sup>2</sup>).

#### 4.13. Construction Right-of-Way

The construction ROW is anticipated to be 90 feet wide but may vary. There will be varied lengths and widths of temporary workspace, dependent on specifics stated in permitting documents or landowner agreements. Generally, the ROW consists of a 40-foot wide working

side, (i.e., the side on which the construction equipment operates and travels), and a 20-foot spoil side, (i.e., the side on which materials excavated from the pipeline ditch are temporarily stored prior to backfill of the ditch). As indicated in the image below, the construction ROW will abut or overlap the new Bayport to Markham Ethylene ROW in locations where they parallel along the route.



The design intends to place the Webster to Braskem pipeline centerline a minimum of 5 feet from either edge of the proposed 30 feet wide permanent easement; however, the pipeline centerline may meander within the permanent easement. In no case will the pipeline be installed outside of negotiated easements.

In agricultural areas, and where specifically designated by permit or landowner requirements, topsoil shall be stripped and segregated from the normal ditch spoil. The width of the area to be stripped shall be determined on a site-specific basis.

#### 4.14. Ditch Configuration

The minimum depth-of-cover over the installed pipeline shall be in accordance with the requirements of 49 CFR Part 195, ASME B31.4-2012 Table 434.6-1 and Enterprise specifications. Depth-of-cover may be greater depending upon permitting; landowner agreements; crossings of land intended for agricultural use, roads, drains, creeks and canals; or for other reasons such as State or Local Regulations.

The pipeline shall be adequately supported along its entire length and the ditch shall be free from debris and large rocks that might damage the pipeline coating. Where conditions warrant, the ditch bottom will be padded using adequate padding material in accordance with Enterprise specifications.

#### 4.15. Road and Railroad Crossings

Pipeline crossings of roads and railroads shall be designed in accordance with ASME B31.4, API 1102, and the specific requirements of the permitting authorities. Additionally, railroad crossings, where required, shall conform to the American Railway Engineering and Maintenance of Way Association (AREMA) guidelines. Consideration shall be given to stress limits which may be caused by sustained loads, thermal expansion, or occasional loads as outlined in ASME B31.4, Sections 402.3.2 and 402.3.3. The angle of crossing will be as close

to perpendicular as practical. Casing pipe will not be used unless absolutely mandated by permit stipulation. If casing pipe is required, special precautions shall be utilized to ensure that the casing and carrier pipes do not contact each other, especially at the ends of the casing pipe. Should casing pipe be required, the ends of the casing will be sealed, and the casing pipe will be vented to meet all applicable regulations. Paved road crossings will be installed by the open-cut method (when authorized by permits), or by boring.

#### 4.16. River and Stream Crossings

Pipeline crossings of rivers and streams shall be buried. Crossings shall be designed and constructed to provide a minimum value of 1.25 as the ratio of total pipe weight to buoyant force (REF: Enterprise STD 4600 Sec 9.9). This may be accomplished by using concrete coated pipe or concrete sack weights.

Crossings shall also provide a depth-of-cover adequate to ensure the pipeline is not adversely affected by anticipated scour. Pipeline buoyancy control, except for HDD crossings, may be achieved by the application of continuous concrete coating or bag weights. Where concrete coating or weights are applied, the depth-of-cover shall be measured from the top of concrete to the lowest point on the river bottom or streambed.

Unless specified as a Horizontal Directional Drill (HDD) or bored crossing, an open-cut installation method will be utilized at waterbody crossings. At water crossing locations where the projected scour depth can be determined, the crossing depth of cover shall be designed for a minimum of 5 feet below the projected 50-year scour depth. For water locations where the scour depth cannot be determined, the depth of cover shall be at a minimum of 20 feet below the lowest existing section of the water crossing. Factors such as flow characteristics of the waterway, the depth of scour from periodic flooding, future channel widening/deepening, anchoring from traffic, and the existence of pipeline or cable crossings may require a crossing depth of cover to be greater than 5 feet. The banks of rivers and streams that are to be open-cut shall be protected against erosion due to the flow of the river or stream. Several waterbody crossings will require site-specific designs; all other crossings may be covered by a typical design.

#### 4.17. Horizontal Directional Drilled (HDD) Crossings

Certain crossings will be installed by HDD to satisfy the requirements of permitting authorities or to mitigate impact to the environment or surrounding community. Identifying which crossings will be installed by means of an HDD method are determined by Enterprise Constructability and Permitting Representatives. Pipe to be installed by mean of an HDD installation may have a minimum design factor of 0.60. The minimum acceptable combined three-joint average will be in accordance with Enterprise STD. 8709. An abrasion-resistant coating will be applied to HDD pipe for mechanical protection.

The design of HDD crossings shall be in accordance with Pipeline Research Council International (PRCI) Installation of Pipelines by Horizontal Directional Drilling Engineering Design Guide, Enterprise STD. 8709 and shall take the site-specific soil conditions from the Geotechnical Report into consideration.

#### 4.18. Pipeline Inspection and Testing

The pipeline will be hydrostatically tested in accordance with Enterprise standards and applicable federal, state and local standards, regulations and permits. Pipe that is installed by

HDD will be hydrostatically tested aboveground prior to installation. These sections will be tested again during the hydrostatic testing of the installed pipeline prior to commissioning.

A four (4) hour pre-pull hydrostatic test will be required for pipe included in HDD crossings. The pipe within HDD crossings will also be tested with the mainline test of a duration of eight (8) hours. Company requires that a sizing plate (97.5% of pipe internal diameter) be run in each HDD crossing and at all bore crossings greater than 1,000 feet in length after installation to verify pipe integrity. Note, all bores under railroads and highways require that a sizing plate be run.

Non-destructive examination will be performed on 100 percent of the pipeline welds made in the field during construction. The qualifications of all non-destructive examination procedures will meet or exceed Enterprise requirements.

#### 4.19. Signs and Markers

The pipeline will be clearly marked at road, railroad, major water body and waterway crossings, line-of-sight, and other strategic locations along the full length of the pipeline. Marker signs will indicate the location of the pipeline, the operating company name, and a 24-hour emergency contact telephone number.

Issued for Permit May 15, 2020

Daniel R. Alcorn, P.E.  
NC NorthStar Energy Services, Inc.  
Texas PE #79234  
Firm Registration No. F-14939



# Exhibit (v) Proof of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> South Texas NGL Pipelines, LLC 1100 Louisiana, 10th Floor Houston TX 77002 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Old Republic Insurance Company      NAIC # 24147	
	<b>INSURER B:</b> Lexington Insurance Company      19437	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570081495573      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LIMITS shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31308820	04/18/2020	04/18/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$6,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313086-20	04/18/2020	04/18/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MWZU31362820	04/18/2020	04/18/2021	EACH OCCURRENCE	
							AGGREGATE	\$9,000,000
							Each Claim	\$9,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC31308520	04/18/2020	04/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excess policy is excess of primary policies. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and workers' Compensation policies.

<b>CERTIFICATE HOLDER</b>  City of Alvin 1100 west Highway 6 Alvin TX 77511 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Southwest Inc.</i>

Holder Identifier :

570081495573

Certificate No :





# Exhibit (vi) Written Certification



March 20, 2020

City of Alvin  
216 West Sealy  
Alvin, Texas 77511

RE: South Texas NGL Pipelines, LLC: Webster to Seadrift Project  
City Permit with City of Alvin

Dear City of Alvin:

South Texas NGL Pipelines, LLC ("South Texas NGL"), proposes to construct, operate and maintain a new 134-mile-long, 8-inch diameter polymer grade propylene (PGP) pipeline along with appurtenant facilities as part of its common carrier pipeline system in Harris, Galveston, Brazoria, Matagorda, Jackson, and Calhoun Counties, Texas (the "Pipeline"), referred to as the Webster to Seadrift Pipeline ("Project").

The Project proposes to install approximately 1.5 miles of the Pipeline in the City of Alvin as depicted in the Project's application to the City hereto attached. The attached application materials are true and accurate to the best of my knowledge.

Should there be additional questions regarding the application, please contact the following South Texas NGL representative: Patty Riddels at 903-814-1671 and [patty.riddels@perceronllc.com](mailto:patty.riddels@perceronllc.com).

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jeffrey L. Waide'.

Jeffrey L. Waide  
Sr. Manager, Land Settlement  
Enterprise Products

Agent and Attorney-in-Fact  
South Texas NGL Pipelines, LLC



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** Engineering

**Contact:** Michelle H. Segovia, City Engineer

**Agenda Item:** Consider Resolution 20-R-21, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge at the C-1 Drainage Ditch, and authorize the Mayor to sign the Agreement upon legal review.

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

**Summary:** Resolution 20-R-21 approves an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge over the C-1 Drainage Ditch. Attachment B of the AFA includes a map of the bridge location. This proposed bridge replacement is made possible through the Highway Bridge Replacement and Rehabilitation Program (HBRRP) administered by the Texas Transportation Commission. The program allows for the funding of off-system bridge replacements that are funded 80% by Federal funds, 10% by State funds through TXDOT and 10% by the local government. The City's 10% share of the project is \$49,973 as shown in Attachment D of the agreement.

Since 2005, eight (8) bridges within the City have been replaced utilizing this program through Advance Funding Agreements with TXDOT.

Staff recommends approval of Resolution 20-R-21.

**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:** 7/29/2020 SLH

**Supporting documents attached:**

- Resolution 20-R-21
- Advanced Funding Agreement and Attachments

**Recommendation:** Move to approve Resolution 20-R-21, approving the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the replacement of the County Road 172 (Parker School Road) bridge at the C-1 Drainage Ditch, and authorize the Mayor to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION NO 20 R 21**

**A RESOLUTION BY THE CITY COUNCIL OF CITY OF ALVIN, TEXAS,  
APPROVING AN “ADVANCE FUNDING AGREEMENT” WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR REPLACEMENT  
OF THE BRIDGE LOCATED ON COUNTY ROAD 172 AT THE C 1  
DRAINAGE DITCH AND AUTHORI ING THE MAYOR TO EXECUTE  
THE AGREEMENT**

**HEREAS**, Title 23, United States Code Section 144 authorizes the use of federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**HEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052, establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**HEREAS**, the City of Alvin owns a bridge located on a public road or street located at CR 172 (Parker School Road) at Drainage Ditch (C-1), and this bridge is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115550 dated August 29, 2019; and

**HEREAS**, by this Resolution, the City Council of the City of Alvin approves entering into an Advance Funding Agreement with the Texas Department of Transportation, which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the “Project,” identified in the location map shown as Attachment “B” to the Agreement;

**NO THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

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

**Se tion 2** The City Council of the City of Alvin hereby approves an Advance Funding Agreement with the Texas Department of Transportation to share the costs and responsibilities for the replacement or rehabilitation of the bridge on CR 172 (Parker School Road) at the Drainage Ditch (C-1) and authorizes the Mayor to execute the Agreement.

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

**PASSED AND APPROVED** this 6th day of August 2020.

**CITY OF ALVIN, TEXAS**

**ATTEST**

---

Paul A. Horn, Mayor

---

Dixie Roberts, City Secretary

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Alvin, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at CR 172 (Parker School Road) at Drainage Ditch, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115550, dated August 29, 2019; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

## **AGREEMENT**

### **1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### **2. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### **3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### **4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L.** The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

Project, the required local match fund participation has been adjusted to N/A percent (N/A %).

- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

construction costs for the PWP in total and local match fund participation being waived or partially waived.

- C.** Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D.** Responsibilities of the Local Government on EMPs.
  - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
  - 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E.** Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

## 15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: The Honorable Paul Horn  
Mayor, City of Alvin  
216 West Sealy  
Alvin, Texas 77511

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration

(FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance*

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

*of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**27. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### **32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies,

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

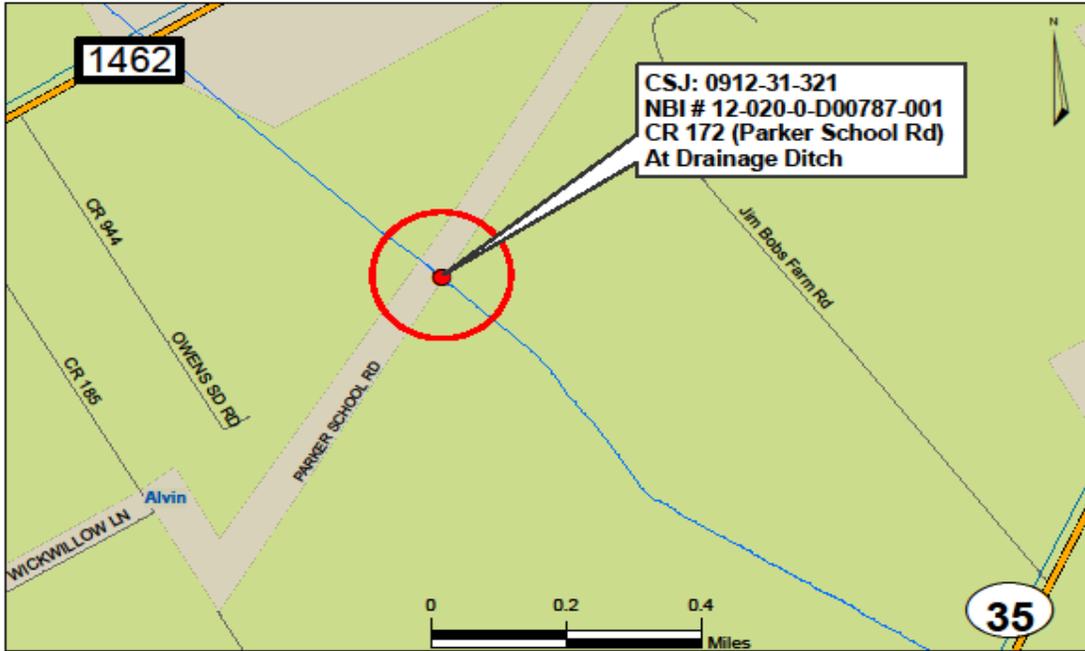
\_\_\_\_\_  
Date

CSJ # 0912-31-321  
District # 12  
Code Chart 64 # 00900  
Project: CR 172 (Parker School Rd) at  
Drainage Ditch  
NBI Structure # 12-020-0-D00787-001  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

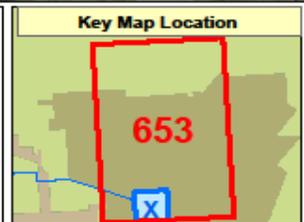
**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

CSJ # 0912-31-321  
 District # 12  
 Code Chart 64 # 00900  
 Project: CR 172 (Parker School Rd) at  
 Drainage Ditch  
 NBI Structure # 12-020-0-D00787-001  
 Federal Highway Administration  
 CFDA Title: Highway Planning and  
 Construction  
 CFDA No.: 20.205  
 Not Research and Development

## ATTACHMENT B PROJECT LOCATION MAP



**Attachment "B"**  
 CSJ: 0912-31-321  
 NBI # 12-020-0-D00787-001  
**Location:**  
 CR 172 (Parker School Rd)  
 At Drainage Ditch  
**Description of Work**  
 Replace bridge and approaches  
 City of Alvin



CSJ # 0912-31-321  
 District # 12  
 Code Chart 64 # 00900  
 Project: CR 172 (Parker School Rd) at  
 Drainage Ditch  
 NBI Structure # 12-020-0-D00787-001  
 Federal Highway Administration  
 CFDA Title: Highway Planning and  
 Construction  
 CFDA No.: 20.205  
 Not Research and Development

**ATTACHMENT C \*\*  
 LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
<b>Total</b>				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

\*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

CSJ # 0912-31-321  
 District # 12  
 Code Chart 64 # 00900  
 Project: CR 172 (Parker School Rd) at  
 Drainage Ditch  
 NBI Structure # 12-020-0-D00787-001  
 Federal Highway Administration  
 CFDA Title: Highway Planning and  
 Construction  
 CFDA No.: 20.205  
 Not Research and Development

**ATTACHMENT D  
 ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$41,300</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$4,130</u>
Construction	<u>\$413,000</u>	
Engineering and Contingency (E&C)	<u>\$45,430</u>	
The Sum of Construction and E&C	<u>(2) \$458,430</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$45,843</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$49,973</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0</u>
Total Project Direct Cost	<u>(1+2) \$499,730</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
 on Attachment C.   N/A



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Ordinance 20-V, granting consent to the addition of approximately 202.673 acres of land to Brazoria County Municipal Utility District No. 3; making findings of fact; providing a severability clause; and providing an effective date.

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

**Summary:** On March 7, 2020, the City consented to the creation of Brazoria County Municipal Utility District No. 3 (the “District”) by Resolution No. 19-R-11. The District was created by an order of the Texas Commission on Environmental Quality on September 1, 2019, and operates pursuant to Chapters 49 and 54 of the Texas Water Code.

On July 27, 2020, the City of Alvin, Texas, received a Petition for Consent to Include Additional Land from the District and D.R. Horton-Texas, Ltd., a Texas limited partnership, 258 Colony Investments, Ltd., a Texas limited partnership, and Hannover Estates, Ltd., a Texas limited partnership (collectively referred to herein as the “Property Owner”), to include approximately 202.673 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

Staff recommends approval of Ordinance 20-V.

**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:** 7/28/2020 SLH \_\_\_\_\_

**Supporting documents attached:**

- Ordinance 20-V
- Exhibit A – Petition for Consent to Include Additional Land, Property Description and Map

**Recommendation:** Move to approve Ordinance 20-V, granting consent to the addition of approximately 202.673 acres of land to the Brazoria County Municipal Utility District No. 3; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**ORDINANCE 20-V**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 202.673 ACRES OF LAND TO BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria-Fort Bend Counties Municipal Utility District No. 3 (the “District”) by Resolution No. 19-R-11, passed and adopted by City Council on March 7, 2019; and

**WHEREAS**, the District was created pursuant to Senate Bill 1038, 86th Texas Legislature, Regular Session, the (“Act”) codified at Chapter 8075, Texas Special District Local Laws Code, effective September 1, 2019, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

**WHEREAS**, the District and D.R. Horton-Texas, Ltd., a Texas limited partnership, 258 Colony Investments, Ltd., a Texas limited partnership, and Hannover Estates, Ltd., a Texas limited partnership (collectively referred to herein as the “Property Owner”), have petitioned the City to consent to the addition to the District approximately 202.673 acres of land more fully described in the petition and the exhibit attached hereto as Exhibit A; and

**WHEREAS**, the land sought to be annexed into the District is situated partially within the extraterritorial jurisdiction of the City of Alvin, Texas, and partially within the extraterritorial jurisdiction of the City of Missouri City, Texas, as such term is determined pursuant to Chapter 42 of the Texas Local Government Code; and

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

**WHEREAS**, the City Council of the City desires to create Ordinance No. 20-V, as set forth herein, for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

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

**Section 2.** The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 202.673 acres of land referenced above that are

situated partially within the extraterritorial jurisdiction of the City of Alvin, Texas, and partially within the extraterritorial jurisdiction of the City of Missouri City, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Resolution No. 19-R-11 consenting to the creation of the District.

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

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

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

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

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of August 2020.

**CITY OF ALVIN, TEXAS**

**ATTEST**

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

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

**PETITION FOR CONSENT TO ANNEX LAND INTO  
BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3**

THE STATE OF TEXAS §

COUNTIES OF BRAZORIA AND FORT BEND §

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

The undersigned, D.R. HORTON-TEXAS, LTD., a Texas limited partnership, 258 COLONY INVESTMENTS, LTD., a Texas limited partnership, and HANNOVER ESTATES, LTD., a Texas limited partnership (collectively referred to herein as the "Property Owner"), respectfully petition the City of Alvin, Texas for its consent to the addition of land to the District. In support of this Petition, the Property Owner would show the following:

I.

The land sought to be added to the District (referred to as the "Property") is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

II.

The Property contains approximately 202.673 acres of land, is contiguous to the District, and lies within Brazoria and Fort Bend Counties, Texas, and not within the boundaries of any incorporated city or town. The Property lies partially within the extraterritorial jurisdiction of the City of Alvin, Texas, and partially within the extraterritorial jurisdiction of the City of Missouri City, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

Property Owner is the holder of title to the Property as shown by the Brazoria and Fort Bend Counties Tax Rolls and conveyances of record. No person or entity holds a lien on the Property.

IV.

The District was duly created and established pursuant to Senate Bill 1038, Acts of the 86th Legislature, Regular Session, 2019, Chapter 8075, Texas Special District Local Law Code, effective September 1, 2019 (the "Act"). The District is organized for the purposes found in Chapters 49 and 54, Texas Water Code, as amended, to provide for:

(1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;

- (2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;
- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state; and
- (8) the preservation of all natural resources of the state; and
- (9) the construction, operation and maintenance of roads, parks and recreational facilities serving the District.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

#### V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction, installation, maintenance, purchase and operation of roads, parks and recreational facilities and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

#### VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services, and roads and park and recreational facilities. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system, roads and park and recreational facilities.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and/or residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$23,151,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Alvin, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

RESPECTFULLY SUBMITTED this 26 day of JUNE, 2020.

“PROPERTY OWNER”

D.R. Horton-Texas, Ltd.,  
a Texas limited partnership

By: D.R. Horton, Inc.,  
a Delaware corporation  
Authorized Agent

By: 

Name: Jonathan Woodruff  
Asst. Vice President

Title: \_\_\_\_\_

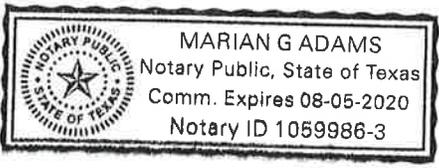
258 COLONY INVESTMENTS, LTD.  
A Texas limited partnership

By: FW Companies, LLC  
a Texas limited liability company  
its General Partner

By:   
Name: Brad Richie  
Title: Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 2nd day of June, 2020, by Brad Richie, Secretary of FW Companies, LLC, a Texas limited liability company, the General Partner of 258 Colony Investments, Ltd., a Texas limited partnership, on behalf of said entity.

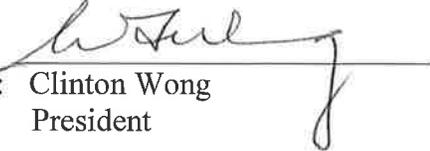


Marian G. Adams  
Notary Public, State of TEXAS

(SEAL)

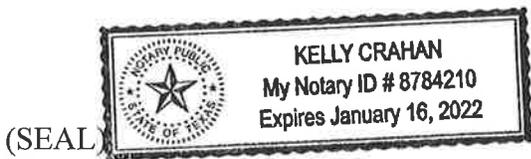
HANNOVER ESTATES, LTD.,  
a Texas limited partnership

By: Amvest Corporation,  
a Texas corporation,  
its general partner

By:   
Name: Clinton Wong  
Title: President

THE STATE TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 24<sup>th</sup> day of April, 2020 by Clinton Wong, President of Amvest Corporation, a Texas corporation, which is the general partner of HANNOVER ESTATES, LTD., a Texas limited partnership, on behalf of said corporation.



  
Notary Public, State of TEXAS

**EXHIBIT "A"**  
**Description of the Property**

**(see attached)**

County: Fort Bend  
Project: Southern Colony  
Job No. 185567  
MBS No. 19-131 (Revised)

**FIELD NOTES FOR 49.946 ACRES**

Being a tract containing 49.946 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 49.946 acre tract being a call 50.111 acre tract recorded in File Number 2010065970 of the Official Records of Fort Bend County (O.R.F.B.C.) and being Lot 8 of the T.W. & J.H.B. House Subdivision as recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.); Said 49.946 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

**Beginning** at a 2x2 steel bar marked with a 2-inch PVC stand pipe located at the northwest corner of said 50.111 acre tract and being the northwest corner of said Lot 8, the southwest corner of Lot 2, southeast corner of Lot 3 and northeast corner of Lot 7, all of said T.W. & J.H.B. Subdivision;

Thence, with the northerly line of said Lot 8 and the southerly line of said Lot 2, North 86 degrees 55 minutes 29 seconds East, a distance of 1367.28 feet to a 2-inch PVC stand pipe found at the northeasterly corner of said Lot 8, the southeasterly corner of said Lot 2, the southwesterly corner of Lot 1 and the northwesterly corner of Lot 9, said T.W. & J.H.B. Subdivision;

Thence, with the easterly line of said Lot 8 and the westerly line of said Lot 9, South 03 degrees 04 minutes 56 seconds East, a distance of 1591.23 feet to a 2-inch PVC stand pipe found at the southeasterly corner of said Lot 8, the southwesterly corner of said Lot 9, the northwesterly corner of Lot 10 and the northeasterly corner of Lot 11, both of said T.W. & J.H.B. Subdivision;

Thence, with the southerly line of said Lot 8 and the northerly line of said Lot 11, South 86 degrees 55 minutes 29 seconds West, a distance of 1367.28 feet to a 2-inch PVC stand pipe found at the southwesterly corner of said Lot 8, the northwesterly corner of said Lot 11 and the southeasterly corner of aforesaid Lot 7;

Thence, with the westerly line of said Lot 8 and the easterly line of said Lot 7, North 03 degrees 04 minutes 56 seconds West, a distance of 1591.23 feet to the **Point of Beginning** and containing 49.946 acres of land.

GBI PARTNERS, L.P.  
TBPLS Firm No. 10130300  
Ph: 281.499.4539  
May 3, 2019  
(Revised: 10/22/2019)



*J.P.B.*  
10/22/2019

County: Fort Bend & Brazoria  
Project: Southern Colony  
Job No. 185567  
MBS No. 19-132 (Revised)

**FIELD NOTES FOR 40.632 ACRES**

Being a tract containing 40.632 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, and the William Hall Survey, Abstract 713, in Brazoria County, Texas; Said 40.632 acre tract being a portion of a call 50 acre tract recorded in the names of Charles W. Cope and David M. Cope in Volume 759, Page 173 of the Brazoria County Deed Records (B.C.D.R.) and Volume 1378, Page 558 of the Fort Bend County Deed Records (F.B.C.D.R.), and being Lot 9 of the T.W. & J.H.B. House Subdivision as recorded in Volume 7, Page 301 of the F.B.C.D.R.; Said 40.632 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

**Beginning** at a 2-inch PVC stand pipe located at the northwest corner of said 50 acre tract and being the northwest corner of said Lot 9, the southwest corner of Lot 1, southeast corner of Lot 2 and northeast corner of Lot 8, all of said T.W. & J.H.B. Subdivision;

Thence, with the northerly line of said Lot 9 and the southerly line of said Lot 1, North 86 degrees 55 minutes 29 seconds East, a distance of 801.45 feet;

Thence, through and across aforesaid Lot 9, the following two (2) courses:

- 1) South 09 degrees 59 minutes 42 seconds East, a distance of 790.22 feet;
- 2) North 86 degrees 55 minutes 04 seconds East, a distance of 471.76 feet to the easterly line of aforesaid William Hall Survey and the westerly line of the H.T.&B.R.R. Co. Lot 68 Survey, Abstract 561;

Thence, with said common survey line, South 03 degrees 04 minutes 56 seconds East, a distance of 806.83 feet to a 2-inch PVC stand pipe found at the southeasterly corner of said Lot 9 and the northeasterly corner of Lot 10 of said T.W. & J.H.B. Subdivision;

Thence, with the southerly line of said Lot 9 and the northerly line of said Lot 10, South 86 degrees 55 minutes 29 seconds West, a distance of 1368.32 feet to a 2-inch PVC stand pipe found at the southwesterly corner of said Lot 9, the northwesterly corner of said Lot 10 and the southeasterly corner of aforesaid Lot 8;

Thence, with the westerly line of said Lot 9 and the easterly line of said Lot 8, North 03 degrees 04 minutes 56 seconds West, a distance of 1591.23 feet to the **Point of Beginning** and containing 40.632 acres of land.

GBI PARTNERS, L.P.  
TBPLS Firm No. 10130300  
Ph: 281.499.4539  
May 3, 2019  
(Revised 10/28/2019)



*JFB*

County: Brazoria  
Project: Southern Colony  
Job No. 185567  
MBS No. 19-019 (Revised)

### FIELD NOTES FOR 15.987 ACRES

Being a tract containing 15.987 acres of land, located in the H.T.&B. R.R. Co. Lot 68, Abstract 561, in Brazoria County, Texas; Said 15.987 acre tract being a portion of a call 28 acre tract recorded in the name of R.M. Caldwell in Volume 400, Page 249 of the Brazoria County Deed Records (B.C.D.R.); Said 15.987 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Commencing** at a 2-inch PVC pipe found at the southeast corner of Lot 1, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.), the northeast corner of Lot 9, said T.W. & J.H.B. House Subdivision and being on the easterly line of the William Hall Survey, Abstract 713, the westerly line of the H.T.&B. R.R. Co. (also being the westerly line of the now cancelled A.B. Langerman Survey, Abstract 625) and the westerly line of a 100-foot wide tract recorded in the name of Bayou Rifles, Inc. in File Number 2001052768 of the Official Public Records of Real Property Brazoria County Texas (O.P.R.R.P.B.C.T.), from which a 2-inch PVC pipe found at the northwesterly corner of said Lot 9 and the southwesterly corner of said Lot 1 bears South 86 degrees 55 minutes 29 seconds West, a distance of 1368.32 feet and a 5/8-inch iron rod found at the northeasterly corner of said Lot 1 bears North 03 degrees 04 minutes 56 seconds West, a distance of 1591.83 feet;

Thence, through and across aforesaid 100-foot wide tract, North 04 degrees 12 minutes 33 seconds East, a distance of 787.91 feet to the **Point of Beginning** of the herein described tract;

Thence, with the easterly line of said 100-foot wide tract and the westerly line of said call 28 acre tract, North 03 degrees 04 minutes 56 seconds West, a distance of 1206.09 feet to a 5/8-inch iron rod set at the northwest corner of said call 28 acre tract, the northeast corner of said 100-foot wide tract and being on the southerly line of a call 26 acre tract recorded in the name of Jean W. Payne Trust in File Number 1997040600 of the O.P.R.R.P.B.C.T., from which the aforesaid 5/8-inch iron rod found at the northeasterly corner of Lot 1 bears South 11 degrees 05 minutes 48 seconds West, a distance of 408.24 feet;

Thence, with said southerly line and the northerly line of said call 28 acre tract, North 86 degrees 49 minutes 06 seconds East, a distance of 576.96 feet to a 5/8-inch iron rod set at the northeasterly corner of said call 28 acre tract;

Thence, with the easterly line of said call 28 acre tract, South 03 degrees 03 minutes 55 seconds East, a distance of 1208.76 feet to a 5/8-inch iron rod set on the northerly line of a call 1.320 acre tract styled as Tract V and recorded in the name of Baker Process, Inc. in File Number 2010007798 of the O.P.R.R.P.B.C.T., from which a 5/8-inch iron rod with "4079" cap found at the northeasterly corner of said 1.320 acre tract bears North 87 degrees 05 minutes 01 second East, a distance of 183.48 feet;

Thence, with said northerly line, South 87 degrees 05 minutes 01 second West, a distance of 576.60 feet to the **POINT OF BEGINNING** and containing 15.987 acres of land.

**THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED JANUARY 31, 2019 AND FILED UNDER JOB NUMBER 185567 AT GBI PARTNERS, L.P.**

GBI PARTNERS, L.P.  
TBPLS Firm No. 10130300  
Ph: 281.499.4539  
January 31, 2019  
(Revised 10/28/2019)



*JB*

County: Fort Bend  
Project: Southern Colony  
Job No. 185567  
MBS No. 18-231(Revised)

**FIELD NOTES FOR 83.252 ACRES**

Being a tract containing 83.252 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 83.252 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.) and being a portion of Lots 5 and 6, T.W. & J.H.B. House Subdivision, a subdivision recorded in Volume 7, Page 301 of the Fort Bend County Deed Records (F.B.C.D.R.); Said 83.252 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

**Beginning** at a 5/8-inch iron rod with cap found at the southeasterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, with the easterly line of said Reserve "A", North 03 degrees 05 minutes 05 seconds West, a distance of 1279.62 feet to a 5/8-inch iron rod set at the southwest corner of a call 1.284 acre tract recorded in the name of Fort Bend County M.U.D. Number 141 in File Number 2018043550 of the O.R.F.B.C.;

Thence, with the southerly line of said 1.284 acre tract, North 86 degrees 54 minutes 45 seconds East, a distance of 175.00 feet to a 5/8-inch iron rod set at the southeasterly corner of said 1.284 acre tract and being on the westerly line of a call 363.942 acre tract recorded in the name of J.H. Caldwell, et al in Volume 796, Page 565 of the O.R.F.B.C.;

Thence, with said easterly line, South 03 degrees 05 minutes 12 seconds East, a distance of 1272.32 feet to a 5/8-inch iron rod set at a southwesterly corner of said 363.942 acre tract;

Thence, with a southerly line of said 363.942 acre tract, North 86 degrees 57 minutes 10 seconds East, a distance of 353.80 feet to a 5/8-inch iron rod set at the northeasterly corner of aforesaid 162.2524 acre tract;

Thence, with the easterly line of said 162.2524 acre tract, South 03 degrees 04 minutes 56 seconds East, a distance of 1593.59 feet to a 5/8-inch iron rod found on the northerly line of Southern Colony Section 4A, a subdivision recorded in Plat Number 20180188 of the F.B.C.P.R.;

Thence, with said northerly line and the northerly line of Southern Colony Section 2B, a subdivision recorded in Plat Number 20170104 of the F.B.C.P.R., South 86 degrees 48 minutes 40 seconds West, a distance of 2217.26 feet to a 5/8-inch iron rod set on the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C. and being on a line 350-feet easterly of and parallel to the easterly Right-of-Way (R.O.W.) line of F.M.521 (115-feet wide);

Thence, with said parallel line, North 02 degrees 29 minutes 05 seconds East, a distance of 1599.48 feet to a 5/8-inch iron rod set on the southerly line of aforesaid Reserve "A";

Thence, with said southerly line, North 86 degrees 58 minutes 01 seconds East, a distance of 1533.24 feet to the **POINT OF BEGINNING** and containing 83.252 acres of land.

**THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY DATED OCTOBER 22, 2019 AND FILED IN JOB NUMBER 185567 AT GBI PARTNERS, L.P.**

GBI PARTNERS, L.P.  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
September 14, 2018  
(Revised 10/22/2019)



*J.P.*  
10/22/2019

County: Fort Bend  
Project: Southern Colony  
Job No. 185567  
MBS No. 19-328

**FIELD NOTES FOR 12.856 ACRES**

Being a tract containing 12.856 acres of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas, said 12.856 acre tract being a portion of a call 162.2524 acre tract recorded in the name of Hannover Estates, LTD. in File Number 2004018462 of the Official Records of Fort Bend County (O.R.F.B.C.); Said 12.856 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at a 5/8-inch iron rod with cap found at the southwesterly corner of Reserve "A", Fort Bend ISD Ferndell Henry Center for Learning, a subdivision recorded in Plat Number 20110173 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the easterly Right-of-Way (R.O.W.) line of F.M. 521 (115-foot wide);

Thence, with the southerly line of said Reserve "A", North 86 degrees 58 minutes 01 seconds East, a distance of 351.63 feet to a line 350-foot easterly of and parallel to the aforesaid easterly R.O.W. line of F.M. 521;

Thence, with said parallel line, South 02 degrees 29 minutes 05 seconds West, a distance of 1599.48 feet to the northerly line of a call 4.314 acre tract styled as Tract Two and recorded in the name of BLSR Operating, LTD. in File Number 2006152319 of the O.R.F.B.C.,

Thence, with said northerly line, South 86 degrees 48 minutes 40 seconds West, a distance of 351.72 feet to the aforesaid easterly R.O.W. line of F.M. 521;

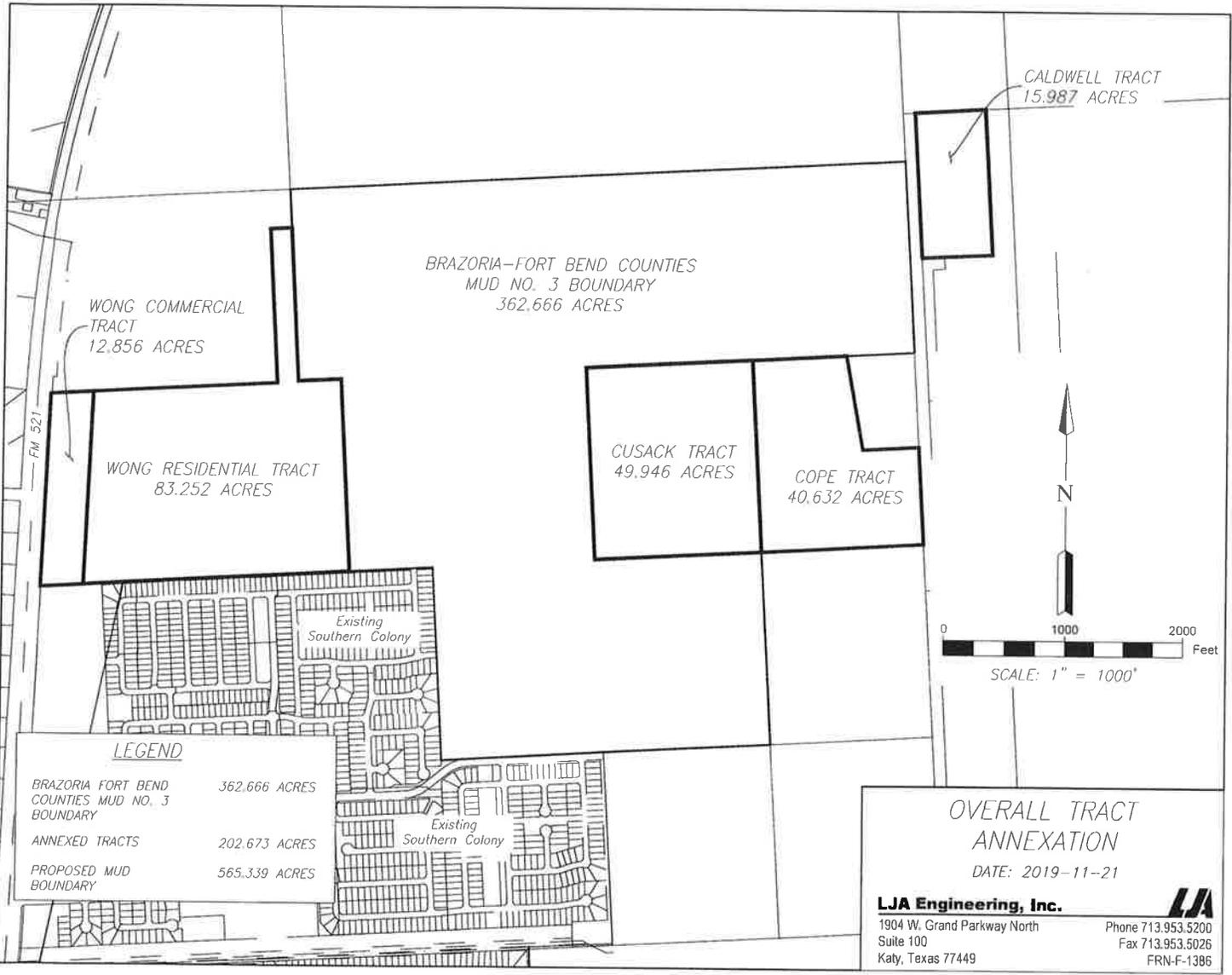
Thence, with said R.O.W. line, North 02 degrees 29 minutes 05 seconds East, a distance of 1600.44 feet to the **Point of Beginning** and containing 12.856 acres of land.

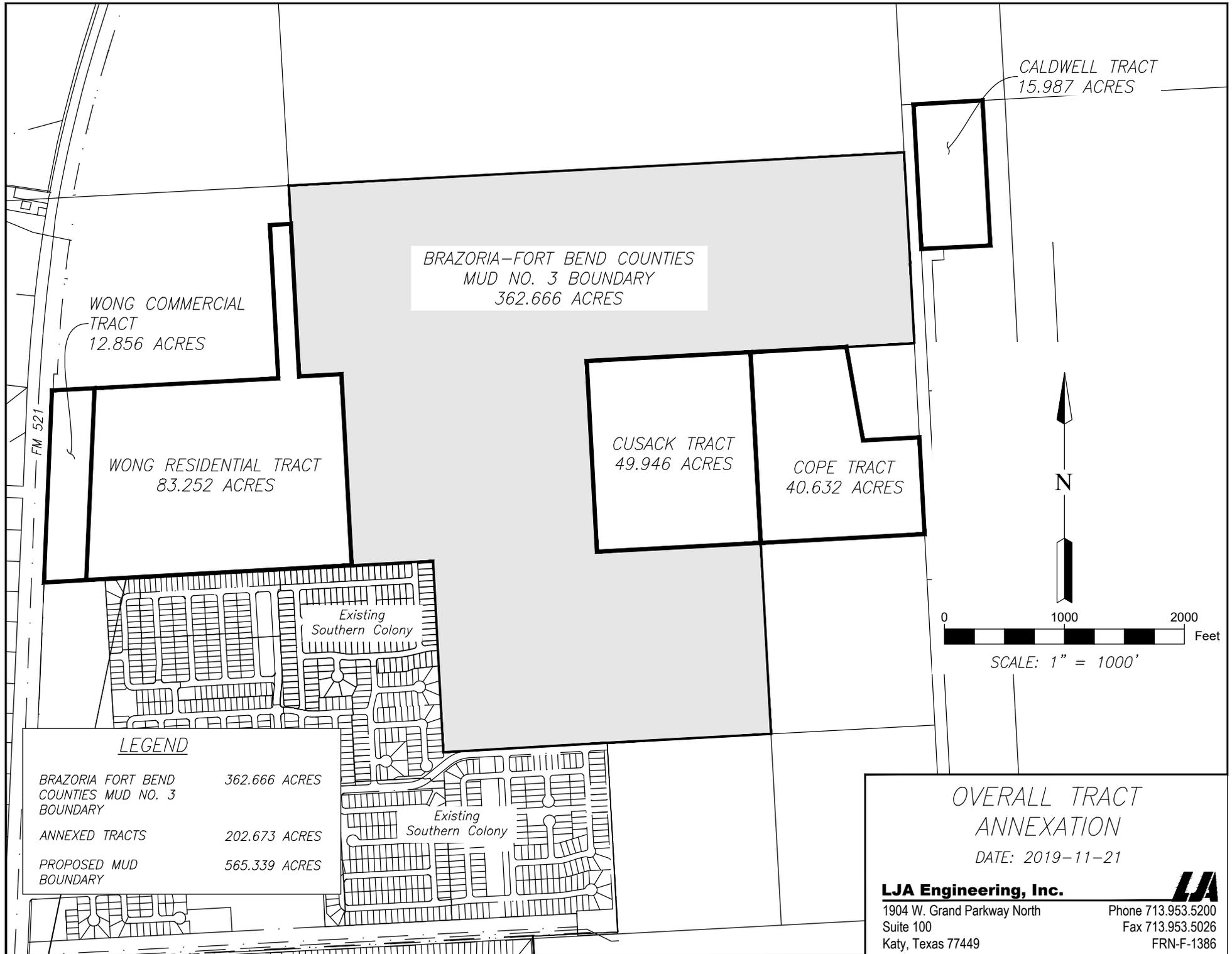
GBI PARTNERS, L.P.  
TBPLS Firm No. 10130300  
Ph: 281.499.4539  
October 23, 2019



*JPB*  
10/23/2019

Date\Time : Thu, 21 Nov 2019 11:12pm  
 Path\Name : I:\Projects\1751\SOUTHERN COLONY GENERAL SOUTHERN COLONY EXPANSION\Exhibits for Contracts\Tract Annexations.dwg





BRAZORIA-FORT BEND COUNTIES  
 MUD NO. 3 BOUNDARY  
 362.666 ACRES

CALDWELL TRACT  
 15.987 ACRES

WONG COMMERCIAL  
 TRACT  
 12.856 ACRES

WONG RESIDENTIAL TRACT  
 83.252 ACRES

CUSACK TRACT  
 49.946 ACRES

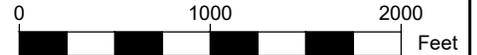
COPE TRACT  
 40.632 ACRES

Existing  
 Southern Colony

Existing  
 Southern Colony

LEGEND

BRAZORIA FORT BEND COUNTIES MUD NO. 3 BOUNDARY	362.666 ACRES
ANNEXED TRACTS	202.673 ACRES
PROPOSED MUD BOUNDARY	565.339 ACRES



SCALE: 1" = 1000'



OVERALL TRACT  
 ANNEXATION

DATE: 2019-11-21

**LJA Engineering, Inc.**



1904 W. Grand Parkway North  
 Suite 100  
 Katy, Texas 77449

Phone 713.953.5200  
 Fax 713.953.5026  
 FRN-F-1386



# AGENDA COMMENTARY

**Meeting Date:** 8/6/2020

**Department:** **Contact:** Mayor Paul Horn

**Agenda Item:** Discuss, consider, and take any needed action regarding the Karpeles Museum project at the historic Methodist Church building located at 800 West Sidnor.

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

**Summary:** February 5, 2015, City Council approved the appropriation of \$20,000 to the Karpeles Museum from the Hotel Motel Tax Fund for the purpose of promoting tourism in the City of Alvin according to Chapter 351 of the Texas Tax Code. The motion also stated that the funds would be appropriated and released to Karpeles Museum only after the Karpeles Museum has met the City’s code requirements resulting in a certificate of occupancy.

Since 2015, the Karpeles Museum Project has encountered numerous delays. However, per Tom Stansel, some of the major items that are needed to obtain the certificate of occupancy include installing the commercial fire alarm and overlaying the parking lot.

To support the completion of the Karpeles Museum, it has been requested that City Council consider the following:

- 1.) Increasing the appropriation from \$20,000 to \$30,000 to cover unexpected costs.
- 2.) Authorizing the disbursement of the \$30,000 when the certificate of occupancy has been issued.

At the July 16, 2020 meeting, City Council tabled this item and directed the City Attorney to review the applicable Hotel Occupancy Tax laws and to draft an agreement for City Council to review before any further action is taken.

**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:**

- Draft letters

**Recommendation:** Move to approve the \$ \_\_\_\_\_ from the Hotel Occupancy Tax Fund for the Karpeles Museum project when a certificate of occupancy has been issued by the City of Alvin.

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**

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4278 • FAX (281) 388-4294

**Office of the Mayor**

August 6, 2020

Sam Tanksley  
Karpeles Manuscript Museum  
2500 Fairway Drive, #1525  
Alvin, Texas 77511

*RE: Donation of Hotel Occupancy Tax Funds for Karpeles Manuscript Museum*

Dear Mr. Tanksley,

On February 5, 2015, the City Council for the City of Alvin, Texas, approved the appropriation of \$20,000 from the Hotel Occupancy Tax funds for the restoration and preservation of the historic Methodist Church building, located at 800 West Sidnor, Alvin, Texas, for the new Karpeles Manuscript Museum.

City Council has re-approved the appropriation, and finds that the use of these public funds will directly enhance and promote tourism and the hotel industry in Alvin, Texas, due to the museum's promotional programs and encouragement of tourists visiting the Museum, in accordance with Chapter 351 of the Texas Tax Code. Please note these funds will be made available to you upon the issuance of the Certificate of Occupancy.

Please sign below, acknowledging your agreement for the use of the appropriated funds.

Sincerely,

Paul A. Horn  
Mayor

I, Sam Tanksley, on behalf of the Karpeles Manuscript Museum, fully understand that this \$20,000 must be used as reimbursement for the restoration and preservation of the historic Methodist Church building for the housing of the Karpeles Manuscript Museum.

\_\_\_\_\_  
Sam Tanksley

\_\_\_\_\_  
Date



**CITY OF ALVIN**

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4278 • FAX (281) 388-4294

**Office of the Mayor**

August 6, 2020

Sam Tanksley  
Karpeles Manuscript Museum  
2500 Fairway Drive, #1525  
Alvin, Texas 77511

*RE: Donation of Hotel Occupancy Tax Funds for Karpeles Manuscript Museum*

Dear Mr. Tanksley,

On February 5, 2015, the City Council for the City of Alvin, Texas, approved the appropriation of \$20,000 from the Hotel Occupancy Tax funds for the restoration and preservation of the historic Methodist Church building, located at 800 West Sidnor, Alvin, Texas, for the new Karpeles Manuscript Museum.

Additionally, on August 6, 2020, City Council approved the appropriation of an additional \$10,000 from the Hotel Occupancy Tax funds for the restoration and preservation of the historic Methodist Church building for the new Karpeles Manuscript Museum. In accordance with Section 351.101(d), the Karpeles Manuscript Museum shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the Museum and, on request of the City, shall make the records available for inspection and review to the City.

City Council finds that the use of these public funds will directly enhance and promote tourism and the hotel industry in Alvin, Texas, due to the museum's promotional programs and encouragement of tourists visiting the Museum, in accordance with Chapter 351 of the Texas Tax Code. Please note, as previously agreed upon, these funds will be made available to you upon the issuance of the Certificate of Occupancy.

Please sign below, acknowledging your agreement for the use of the appropriated funds.

Sincerely,

Paul A. Horn  
Mayor

I, Sam Tanksley, on behalf of the Karpeles Manuscript Museum, fully understand that this \$20,000 must be used as reimbursement for the restoration and preservation of the historic Methodist Church building for the housing of the Karpeles Manuscript Museum. Additionally, with respect to the additional \$10,000 appropriated, I fully understand that the Karpeles Manuscript Museum shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the Museum and, on request of the City, shall make the records available for inspection and review to the City.

\_\_\_\_\_  
Sam Tanksley

\_\_\_\_\_  
Date