

City of Alvin, Texas

Paul Horn, Mayor

Adam Arendell, Mayor Pro-tem, District B
Brad Richards, At Large Position 1
Terry Droege, At Large Position 2
Scott Reed, District A



Keith Thompson, District C
Roger E. Stuksa, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, FEBRUARY 4, 2016

7:00 P.M.

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, February 4, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the January 21, 2016 City Council and Planning Commission joint workshop.
 - B. Approve minutes of the January 21, 2016 City Council regular meeting.
5. **OTHER BUSINESS:**

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

 - A. Consider a final plat of Airgas USA, being a 1.11 acre (710 E. Highway 6) replat of lots 6, 7, 8, 9, 10, and 11, Block 2 of A. E. Bates Live Oak Addition, volume 4, page 181, Brazoria County Map Records, City of Alvin, Brazoria County, Texas.
 - B. Consider a final plat of Meza Manor, being a subdivision of 2.4897 acres (south of the CR 160 and CR 266 intersection) located in the L. C. Dunbaugh Survey, abstract 585, in Brazoria County, Texas.
 - C. Consider the Amended Chapter 380 Agreement with Moore & Moore Investments, LLC to allow for additional commercial buildings; and authorize the City Manager to sign.

- D. Consider Ordinance 16-A; granting consent to the addition of approximately 103 acres to Brazoria County Municipal Utility District No. 24; containing various provisions related to the foregoing subject; and making certain findings related thereto.
- E. Consider Resolution 16-R-02; confirming and ratifying the Utility Services Contract with Lesco Enterprises, Inc. for the development of Martha’s Vineyard, a 300 home residential tract on approximately 103 acres and a 20-acre commercial tract; and authorize the City Manager to sign the Utility Services Contract.
- F. Consider Resolution 16-R-03; establishing the procedure for the May 7, 2016 General Election in Alvin Texas and providing for related matters thereto.

6. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

7. REPORTS FROM COUNCIL MEMBERS

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

- A. Announcements and requests from Council members.

8. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, FEBRUARY 1, 2016 at 3:00 P.M.

(SEAL)



Dixie Roberts, City Clerk

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
JOINT CITY COUNCIL
AND PLANNING COMMISSION
WORKSHOP MEETING
THURSDAY JANUARY 21, 2016
5:45 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 5:30 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Terry Droege, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Planning Commission members present:

Darrell Daily, Missy Jordan, Charles Buckelew, Santos Garza, Robin Revak-Golden, Chris Hartman, Randall Reed, Sussie Sutton, Martin Vela.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Larry Buehler, Robert Lee, Police Chief; Michelle Segovia, City Engineer.

WORKSHOP ITEMS

Council member Stuksa opened the workshop at 5:45 p.m.

Discussion continued between the City Council and the Planning Commission regarding sidewalks throughout town.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:45 p.m.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JANUARY 21, 2016
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 Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Terry Droege, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Michelle Segovia, City Engineer; Larry Buehler, Economic Development Coordinator;

INVOCATION AND PLEDGE OF ALLEGIANCE

David Price, Grace Episcopal Church gave the invocation.

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

Council member Reed led the Pledge to the Texas Flag.

PUBLIC COMMENT

There were no public comments.

PRESENTATIONS

Engineering Departmental Update.

Michelle Segovia, City Engineer gave an Engineering Departmental update to City Council.

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.

Approve minutes of the January 7, 2016 City Council regular meeting.

Approve minutes of the January 7, 2016 City Council workshop meeting.

Council member Adame moved to approve the Consent Agenda as presented. Seconded by Council member Stuksa; motion carried on a vote of 7Ayes.

OTHER BUSINESS:

Receive and acknowledge the receipt of the financial and quarterly investment reports for December 2015.

Council member Stuksa moved to receive and acknowledge the receipt of the financial and quarterly investment reports for December 2015. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

Consider Resolution 16-R-01 for the re-appointment of directors of the Kendall Lakes TIRZ Board and Authority Board odd numbered positions from December 31, 2015 to December 31, 2017; and consider appointment of board chair.

The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. Positions #1 (Mike Pyburn), #5 (Andy Reyes), #7 (Ron Mercer), and #9 (Ricky Kubeczka) terms expire December 31, 2015. The TIRZ Board Position #3 is currently vacant and the city council member representing City of Alvin District A makes the recommendation to fill this position. The current Chair of both the Board and Authority is Mike Pyburn. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2017, and to reappoint Mike Pyburn as the Chair of both the TIRZ and Authority Boards.

Council member Reed moved to approve Resolution 16-R-01 for the re-appointment of directors of the Kendall Lakes TIRZ Board and Authority Board odd numbered positions from December 31, 2015 to December 31, 2017; Position One Mike Pyburn; Position Five Andy Reyes; Position Seven Ron Mercer; and Position Nine Ricky Kubeczka. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Council member Reed moved to approve Resolution 16-R-01 for the appointment of directors of the Kendall Lakes TIRZ Board and Authority Board from December 31, 2015 to December 31, 2017; Position Three Alfred Froberg. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Council member Reed moved to approve Resolution 16-R-01 appointing Alfred Froberg to serve as chairman of the Kendall Lakes TIRZ Board and Authority Board. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider Interlocal Agreement between the Cities of Dickinson, Sante Fe, Clear Lake Shores (Tri-Cities) and the City of Alvin's Alvin Animal Adoption Center; and authorize Mayor to sign.

The Cities of Dickinson, Santa Fe and Clear Lake Shores operate a Tri-City Animal Control for their respective jurisdictions. The Tri-Cities approached City of Alvin staff requesting an interlocal agreement seeking to use the Alvin Animal Adoption Center (AAAC) as a back-up for their jurisdictions in the event of emergencies or overflows. In exchange for this service, the Tri-Cities have agreed to pay a fee of \$100 for every cat or dog accepted. The AAAC retains the right to refuse animals in the event the shelter is at capacity. The Tri-Cities further agreed to provide additional manpower for the AAAC if the Tri-City on-hand population of animals at the AAAC reaches levels where additional manpower for care is needed. All parties have the right to cancel the agreement with thirty days' notice.

At this time it is expected that the actual use of the agreement will be minimal as the AAAC is intended to merely be a back-up for the Tri-Cities' own animal control services. Staff recommends acceptance of the "Interlocal Cooperation Agreement between the City of Alvin, Texas and the Cities of Clear Lake Shores, Dickinson, and Santa Fe, Texas for use of Alvin Animal Adoption Center."

Council member Thompson moved to approve an Interlocal Agreement between the Cities of Dickinson, Sante Fe, Clear Lake Shores (Tri-Cities) and the City of Alvin's Alvin Animal Adoption Center; and authorize Mayor to sign. Seconded by Council member Droege; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the February 4, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

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

Announcements and requests from Council members.

Council member Reed thanked members of the Planning Commission for attending a very productive workshop held earlier this evening.

Council member Arendell also thanked those who attended the workshop held this evening. He also thanked Ms. Segovia for all of the hard work done by her and her department.

Council member Droege thanked the citizens of Alvin for allowing him to serve as a member of City Council for the past 6 years. He stated that he has filed to seek re-election for At Large Position 2 for his final term.

Mayor Horn thanked Ms. Segovia and her staff for all of their hard work. He also reminded City Council of an upcoming goal-setting workshop, and encouraged members to begin thinking of projects to be considered during the FY 17 budget process.

ADJOURNMENT

Council member Adame moved to adjourn the meeting at 7:39 p.m. Seconded by Council member Thompson; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Airgas USA, being a 1.11 acre (710 E. Highway 6) replat of lots 6, 7, 8, 9, 10, and 11, Block 2 of A. E. Bates Live Oak Addition, volume 4, page 181, Brazoria County Map Records, City of Alvin, Brazoria County, Texas.

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

Summary: On January 6, 2016 the Engineering Department received the Final Plat of Airgas USA for review. The property is located at 710 E. Highway 6 and is being platted in order to consolidate the six lots owned by Airgas into one lot in order to facilitate a future expansion of the existing building.

The City Planning Commission unanimously approved the plat at their meeting on January 19, 2016.

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

Account Number: _____ **Amount:** _____

Legal Review Required: ___ Required **Date Completed:** January 26, 2016

Supporting documents attached:

- Final Plat of Airgas USA

Recommendation: Move to approve the Final Plat of Airgas USA, a 1.11 acre replat of lots 6, 7, 8, 9, 10, and 11 of A. E. Bates Live Oak Addition.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

We, AIRGAS USA, LLC, a Delaware Limited Liability Company, owners of the land shown on this plat and whose name is described thereto and in person of through a duly authorized agent dedicate to the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and consideration herein expressed. The owners do hereby waive all claims for damages occasioned by the establishment at grades as approved for the Streets and Drainage Easements dedicated or occasioned by the alteration of the surface or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, heirs successors and assigns to warrant and defend the title to the land so dedicated.

Witness my hand in _____ County, Texas.

this _____ day of _____, 2016.

Airgas USA, LLC
Jason Favre, Regional President

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Jason Favre, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2016

Notary Public in and for the State of _____

My commission expires _____

CITY OF ALVIN APPROVALS:

Paul Horn -- Mayor	Roger Stuksa	District D
Brad Richards At -- Large 1	Gabe Adame	District E
Terry Droege At -- Large 2	Michelle H. Segovia	City Engineer
Scott Reed District A	Dixie Roberts	City Clerk
Adam Arendell District B	Approved Plat Room	
Keith Thompson District C		

SURVEYOR'S CERTIFICATE:

I hereby attest that on the above date, the herein described tract of land was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Date Jan 14, 2016


 Dale L. Hardy
 Registered Professional
 Land Surveyor 4847



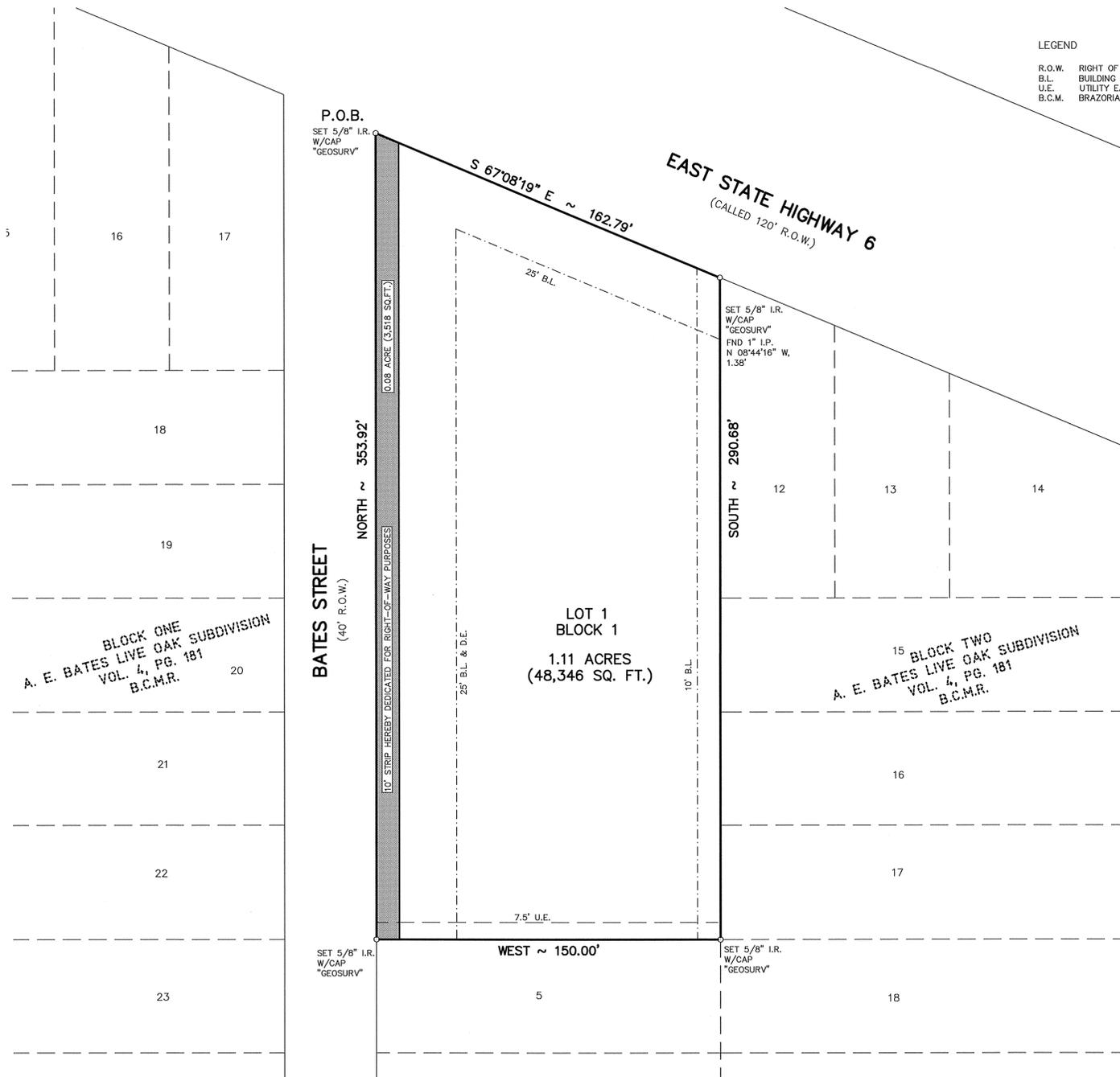
STATE OF TEXAS

COUNTY OF BRAZORIA

I, _____ County Clerk of Brazoria County, Texas, do hereby certify the written instrument with its authentication was filed for registration in my office on _____ 2016, at _____ o'clock _____ M in Volume _____ Page, _____.

Witness my hand and seal of office, at Angleton, Brazoria County, Texas.
The day and date last used above.

Deputy _____
County Clerk of Brazoria County, Texas.



BLOCK ONE
 A. E. BATES LIVE OAK SUBDIVISION
 VOL. 4, PG. 181
 B.C.M.R. 20

BLOCK TWO
 A. E. BATES LIVE OAK SUBDIVISION
 VOL. 4, PG. 181
 B.C.M.R. 15

GENERAL NOTES:

- 1.) This property lies in Zone AE defined by FEMA as zone of base flood elevation determined (42.5'), as scaled from Flood Insurance Rate Map Community--Panel Number 48039C 0165H, map revised June 5, 1989.
- 2.) A drainage plan in compliance with the City of Alvin design criteria will be submitted at the time of application for a building permit.
- 3.) Drainage improvement which may include detention, will be required at time of building permit.
- 4.) Sidewalks are required at the time of building permits in accordance with Sec.21-42 of the Subdivisions and Property Development of the City of Alvin, Texas, Code of Ordinances.

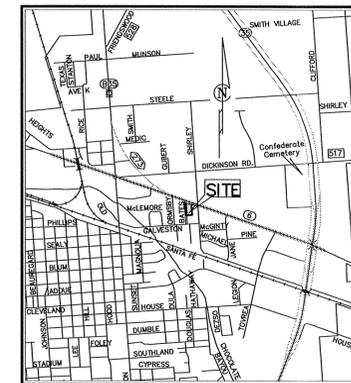


P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-6928

LEGEND

- R.O.W. RIGHT OF WAY
- B.L. BUILDING LINE
- U.E. UTILITY EASEMENT
- B.C.M. BRAZORIA COUNTY MAP RECORDS

SCALE: 1"=30'



VICINITY MAP
SCALE: N.T.S.

PROPERTY DESCRIPTION:

All of that certain 1.11 acres (48,346 square feet) tract or parcel of land out of and a part of the H.T. & B.R.R. COMPANY SURVEY, Abstract Number 227, Brazoria County, Texas, being all of Lots Six (6) through Eleven (11), Block 2, A. E. BATES LIVE OAK SUBDIVISION, a subdivision of record under Volume 4, Page 181, of the Plat Records of Brazoria County Texas; said 1.11 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the Southerly right-of-way line of East Highway 6, (called 120' in width) and the East right-of-way line of Bates Street (called 40' in width) a street dedicated within above said A. E. Bates Live Oak Subdivision, being the Northwest corner of aforementioned Lot 4, the Northwest corner of the herein described tract and the **POINT OF BEGINNING** hereof;

THENCE, S 67°08'19" E along the Southerly right-of-way line of East Highway 6, being the Northerly property line of above said Lots 9, 10 and 11, a distance of 162.79 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the Northeast corner of Lot 11 being the Northwest corner of Lot 12 of said A. E. Bates Live Oak Subdivision, and the Northeast corner hereof, from which a 1 inch iron pipe found bears N 08°44'16" W, a distance of 1.38 feet;

THENCE, SOUTH, along the East property line of said Lots 6, 7, 8 and 11, being the West property line of Lots 12, 15, 16 and 17 of said A. E. Bates Live Oak Subdivision, a distance of 290.68 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set at the common property corner of lots 5, 6, 17 and 18, and the Southeast corner of the herein described tract;

THENCE, WEST, along the South property line of Lot 6, being the North property line of Lot 5, a distance of 150.00 feet to a 5/8 inch iron rod with cap stamped "GeoSurv" set on the aforementioned East right-of-way of Bates Street, being the common property corner of Lots 5 and 6, and the Southwest corner of the herein described tract;

THENCE, NORTH, along the East right-of-way line of Bates Street, being the West property line of Lots 6, 7, 8 and 9, a distance of 353.92 feet to the **POINT OF BEGINNING** of the herein described tract and containing within said boundaries a calculated area of 1.11 acres (48,346 square feet) of land.

FINAL PLAT
OF

AIRGAS USA

BEING 1.11 ACRES REPLAT OF LOTS 6, 7, 8, 9, 10 AND 11,
BLOCK 2 OF A. E. BATES LIVE OAK ADDITION,
VOLUME 4, PAGE 181, BRAZORIA COUNTY MAP RECORDS.

CITY OF ALVIN
BRAZORIA COUNTY, TEXAS

1 LOT 1 BLOCK

DATE: January 14, 2016

OWNER: Airgas USA, LLC
 110 West 7th Street Suite 1400
 Tulsa, OK 74119
 Contact: John Hutchings
 1435 E. Sam Houston Pky South
 Pasadena, TX 77503
 PH# 832-967-9353

SURVEYOR: GeoSurv
 P.O. BOX 246
 League City, Texas 77574
 Phone: 281-554-7739
 Contact: Dale L. Hardy



AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Meza Manor, being a subdivision of 2.4897 acres (south of the CR 160 and CR 266 intersection) located in the L. C. Dunbaugh Survey, abstract 585, in Brazoria County, Texas.

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

Summary: On January 4, 2016 the Engineering Department received the Final Plat of Meza Manor for review. The property is located on the south side of the intersection of County Road 160 and County Road 266 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owners to build a home on lot 1 and a shop for personal use on lot 2.

The City Planning Commission unanimously the plat at their meeting on January 19, 2016.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x **Date Completed:** January 26, 2016

Supporting documents attached:

- Final Plat of Meza Manor

Recommendation: Move to approve the Final Plat of Meza Manor, a subdivision of 2.4897 acres in the City's ETJ.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

STATE OF TEXAS
 COUNTY OF BRAZORIA
 WE, ROBERT AND FAUSTINA MEZA, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED. THE OWNER DOES HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY US THE ALTERATION ON THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HAND IN _____ COUNTY, TEXAS, THIS _____ DAY OF _____, 20____

BY: _____
 ROBERT MEZA

BY: _____
 FAUSTINA MEZA

STATE OF _____
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT AND FAUSTINA MEZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF _____
 MY COMMISSION EXPIRES ON _____

THIS IS TO CERTIFY THAT I, RICHARD FUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148, OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BLOCK CORNERS, LOT CORNERS, AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.


 RICHARD FUSSELL
 REGISTERED PROFESSIONAL LAND SURVEYOR #4148



STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 20____ AT _____ O'CLOCK _____ M. IN DOCUMENT NUMBER _____ BRAZORIA COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

JOYCE HUDMAN
 COUNTY CLERK
 BRAZORIA COUNTY, TEXAS

BY: _____
 DEPUTY

SUBDIVISION APPROVED

MAYOR PAUL HORN

COUNCIL MEMBER BRAD RICHARDS

COUNCIL MEMBER TERRY DROEGE

COUNCIL MEMBER SCOTT REED

COUNCIL MEMBER ADAM ARENDELL

COUNCIL MEMBER KEITH THOMPSON

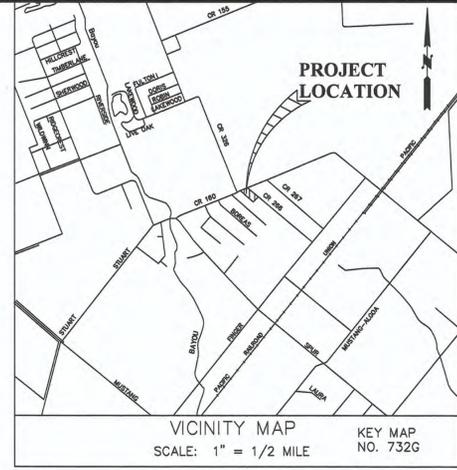
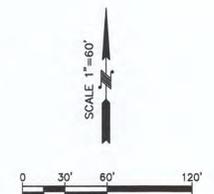
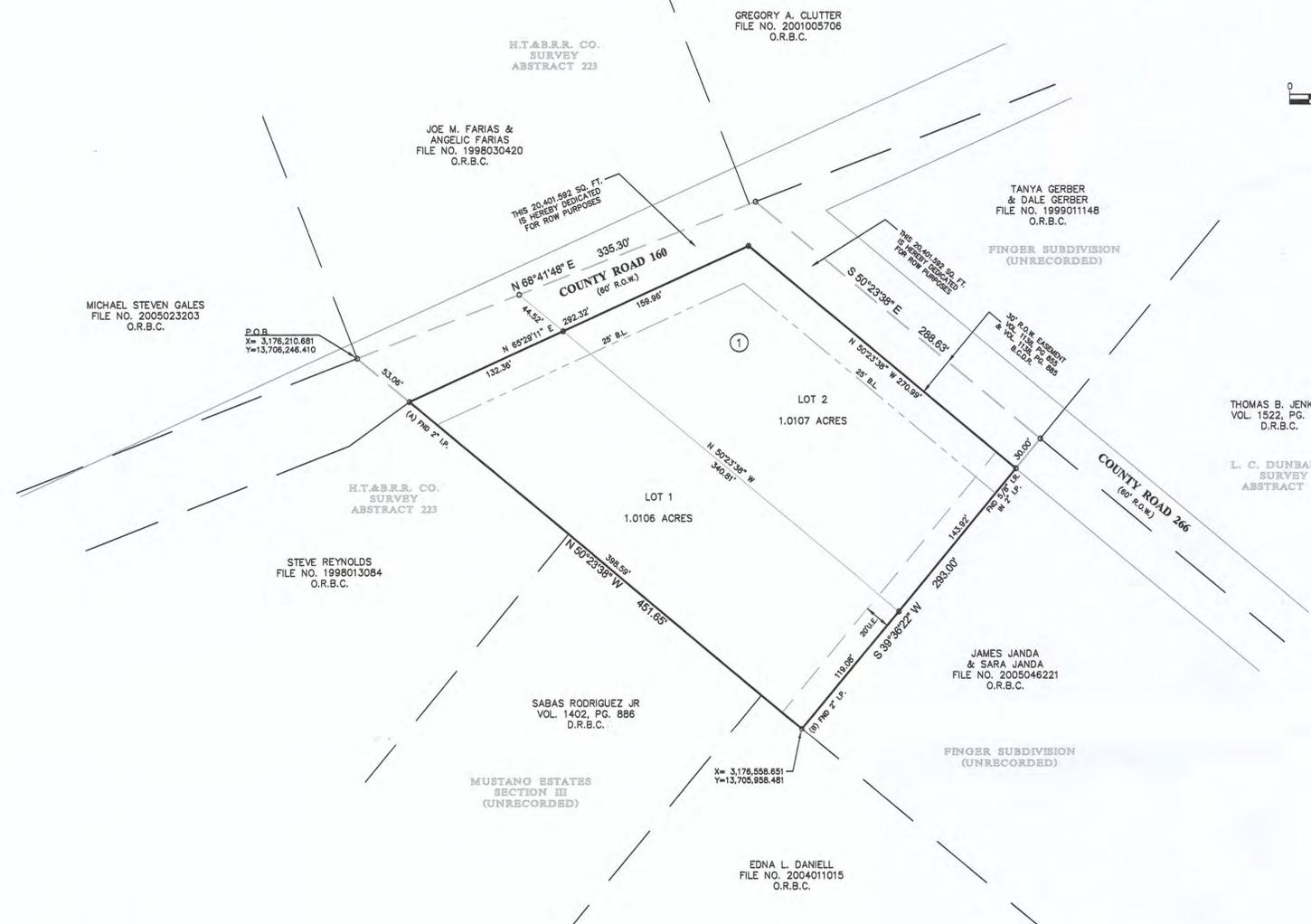
COUNCIL MEMBER ROGER STUKSA

COUNCIL MEMBER GABE ADAME

CITY ENGINEER MICHELLE H. SEGOVIA, P.E., CFM

CITY CLERK DIXIE ROBERTS, TRMC

APPROVED PLAT ROOM RECORDER



- GENERAL NOTES
- ALL BEARINGS REFERENCES ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. POINTS (A) & (B) WERE HELD FOR HORIZONTAL CONTROL.
 - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
 - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

- LEGEND:
- B.L. = BUILDING LINE
 - U.E. = UTILITY EASEMENT
 - A.E. = AERIAL EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.R.B.C. = PLAT RECORDS OF BRAZORIA COUNTY
 - R.O.W. = RIGHT OF WAY
 - VOL. = VOLUME
 - PG. = PAGE
 - ⊙ = SET 1/2" IR W/CAP MARKED "SURVEY 1"
 - ⊙ = TEMPORARY BENCHMARK
 - P.O.B. = POINT OF BEGINNING
 - I.R. = IRON ROD
 - I.P. = IRON PIPE

STATE OF TEXAS
 COUNTY OF BRAZORIA
 METES AND BOUNDS DESCRIPTION:
 BEING A TRACT OF LAND CONTAINING 2.4897 ACRES (108,451 SQUARE FEET), SITUATED IN THE L. C. DUNBAUGH SURVEY, ABSTRACT 585, BRAZORIA COUNTY, TEXAS, BEING PART OF A TRACT OF LAND CONVEYED UNTO ROBERT MEZA AND FAUSTINA MEZA BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2015029741 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, BEING KNOWN AS LOTS 1 AND 2 OF FINGER SUBDIVISION, AN UNRECORDED SUBDIVISION IN BRAZORIA COUNTY, TEXAS. SAID 2.4897-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE INTERSECTION OF COUNTY ROAD 326 (60.00 FEET WIDE) WITH COUNTY ROAD 160 (60.00 FEET WIDE) FOR THE COMMON CORNER OF THE R. L. WIER SURVEY, ABSTRACT 391, THE H.T. & B.R.R. CO. SURVEY, ABSTRACT 224, THE H.T. & B.R.R. CO. SURVEY, ABSTRACT 223, AND SAID L. C. DUNBAUGH SURVEY, ABSTRACT 585, FOR THE WEST CORNER OF SAID MEZA TRACT, AND FOR THE WEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE CONTINUING NORTH 68° 41' 48" EAST WITH THE COMMON LINE OF SAID ABSTRACT 224 AND ABSTRACT 585, A DISTANCE OF 335.30 FEET TO A POINT AT THE INTERSECTION OF SAID COUNTY ROAD 160 WITH THE CENTERLINE OF COUNTY ROAD 266 (60.00 FEET WIDE) FOR THE NORTH CORNER OF SAID MEZA TRACT AND FOR THE NORTH CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 50° 23' 38" EAST WITH THE CENTERLINE OF SAID COUNTY ROAD 266 AND THE NORTHEAST LINE OF SAID MEZA TRACT, A DISTANCE OF 288.63 FEET TO A POINT FOR THE EAST CORNER OF SAID MEZA TRACT AND FOR THE EAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 39° 36' 22" WEST WITH THE SOUTHWEST LINE OF SAID MEZA TRACT, A DISTANCE OF 293.00 FEET TO A FOUND 2-INCH IRON PIPE FOR THE SOUTH CORNER OF SAID MEZA TRACT, AND FOR THE SOUTH CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 50° 23' 38" WEST WITH THE SOUTHWEST LINE OF SAID MEZA TRACT, PASS A FOUND 2-INCH IRON PIPE IN THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 160 AT A DISTANCE OF 398.59 FEET AND CONTINUE FOR A TOTAL DISTANCE OF 451.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.4897 ACRES (108,451 SQUARE FEET), MORE OR LESS.

www.survey1inc.com
 survey1@survey1inc.com
Survey 1, Inc.
 Your Land Survey Company
 Firm Registration No. 100758-00
 P.O. Box 2543 | Allen, TX 75012 | (281) 383-1382

PROJECT NO. 10-41035-15

**FINAL PLAT OF
 MEZA MANOR**
 A SUBDIVISION OF 2.4897 ACRES (108,451 SQ. FT.) IN THE L.C. DUNBAUGH SURVEY, A-585, BRAZORIA COUNTY, TEXAS

1 BLOCK 2 LOTS
 JANUARY 13, 2016

OWNER:
 ROBERT AND FAUSTINA MEZA
 4820 COMAL STREET,
 PEARLAND, TX 77584
 (832) 279-6336



AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: Economic Development **Contact:** Larry Buehler, EDC Director

Agenda Item: Consider the Amended Chapter 380 Agreement with Moore & Moore Investments, LLC to allow for additional commercial buildings; and authorize the City Manager to sign.

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

Summary: Moore's Space, a locally owned business, is requesting to amend their existing Chapter 380 Agreement with the City of Alvin for the purpose of expanding their business. The agreement was signed February 28, 2014 with a seven (7) year term. They have met the obligations of the original agreement early and have an opportunity to expand and bring new taxable value to the City of Alvin.

Moore & Moore Investments desires to add three additional structures for lease space. They are requesting to utilize the same building setback along Shane Street as provided by the original agreement for one building and be able to build a structure five feet inside their new fence along the front of the property on Callaway Drive. The proposed new construction cost is valued at \$121,000. Pictures and the layout of the proposed improvements are attached. If approved, the Amended 380 Agreement will start a new seven (7) year obligation timeframe upon all signatures being completed.

When they purchased the former Brazoria County Pct. 3 office building, the stated value was \$200,000. After their remodeling improvements, the stated value is \$355,000. They recently sold it to the Stephan F Austin Community Health Network for administrative offices which provides more room for the health clinic operations on Adoue Street to expand their services.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x **Date Completed:** January 28, 2016

Supporting documents attached:

- Original Chapter 380 Agreement
- Pictures of before and after initial improvements
- Pictures of development across the street on Callaway
- Letters of request to the City Manager and City Council
- Site layout of proposed additional improvements
- Amended Chapter 380 Agreement.

Recommendation: Move to approve the Amended 380 Agreement with Moore & Moore Investments, LLC to allow for additional commercial buildings; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT (the "Agreement") is made and entered into by and between the City of Alvin, a Texas home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the "City"), and Moore & Moore Investments, LLC (the "Company"), 7615 Augusta Lane, Rosharon, TX 77583.

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 380, Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time as are permitted by law to promote local economic development, to attract industry, create and retain primary jobs, expand the growth of the City, to stimulate business and commercial activity in the City and thereby enhance the economic stability and growth of the City; and,

WHEREAS, the Company intends to purchase from Brazoria County, a 4.23 acre tract of land within the City, located at 1618 Callaway Drive, Alvin, Texas, 77511 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and,

WHEREAS, on February 20, 2014, the Company submitted a Proposal to the City requesting certain administrative actions to permit the construction of certain renovations and improvements necessary for the operation of a storage business, including commercial boat and trailer storage (the "Business") on the Property, a copy of which Proposal is attached hereto as Exhibit "B" and made a part hereof; and,

WHEREAS, the Company proposes to begin a process to renovate the existing improvements and to construct new improvements on the Property to operate the Business and as part of the process, plans to expend funds for such renovations and improvements (collectively, the "Improvements"), more particularly described in Exhibit "C" attached hereto and made a part hereof; and,

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3), Texas Government Code, that it does not and will not employ undocumented workers in any aspect of the construction of the Improvements; and,

WHEREAS, the Company agrees, that in each year this Agreement is in effect, to take all actions necessary to place all taxable improvements and real property of the Business on the tax rolls of Brazoria County Appraisal District for the payment of ad valorem taxes by the Company, its successors and assigns; and,

WHEREAS, the City agrees that in order to induce the Company to construct the Improvements on the Property, that it will take all lawful and appropriate administrative actions (collectively the "Actions") to permit and authorize the construction and operation of the Property as set forth in Exhibit "D" attached hereto and made a part hereof; and,

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and,

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the surrounding residents to the Property, the creation of construction jobs, the creation of a virtual on-site manager job and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

1. The Company covenants and agrees that it will acquire the Property and construct the Improvements and take reasonable efforts to operate and maintain the Business, or any other lawful business, on the Property for a term of at least seven (7) years. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the "BCAD") each year this Agreement is in effect, beginning no later than December 1, 2014, and will provide the City Clerk, with a complete copy of such rendition to the BCAD. The rendition shall include the Company's name, location, address, applicable BCAD tax account numbers and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and terminate seven (7) years from the Effective Date unless extended by mutual agreement of the City Council and the Company.

The Company agrees that its obligations under this paragraph to render the Property and the Improvements for taxation to the BCAD shall survive any termination of this Agreement, including a termination for default by the Company.

2. The Company covenants and agrees to acquire the Property and to deliver to the City Clerk within forty-five (45) days of the Effective Date of this Agreement, a certified copy of the recorded deed to the Property (the "Deed"). Thereafter, the Company covenants and agrees that the acquisition of any required permits and licenses shall – be completed not more than ninety (90) days from the date the Deed is recorded in the deed records of Brazoria County, Texas (the "Record Date").

The construction of the Improvements on the Property shall be completed in Two Phases:

Phase 1 - consisting of Buildings A and C, and the Camera Security System as shown and described in the Exhibits to this Agreement, shall be completed not later than twelve (12) months from the Record Date.

Phase 2 - consisting of Building B, as shown and described in the Exhibits to this Agreement shall be completed not later than – thirty-six (36) months from the Record Date.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an extension of a deadline by the City Council, shall constitute a default for which the City may terminate this Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in Section 2, including, acquiring the Property, receiving the permits and licenses, and construction of Phase 1 and Phase 2 as described above, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under Section 2, the City may, at its discretion, restrict continuing and or future improvements to Building B subject to Company complying with (a) current building setback requirements, (b) current fence line setback requirements, (c) sidewalk requirements and (d) manager-on-duty requirements. The City agrees it will not seek any additional remedies or damages from Company for violations of Section 2.

3. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements in each Phase, provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the acquisition of the Property or the renovation or construction of the Improvements for each Phase as to (1) the value of the real property and (2) the value of the completed Improvements and Fixtures made by or on behalf of the Company.

4. The Company has acknowledged in its application to the City for a public subsidy as defined by Article 2264.001(3) of the Texas Government Code, that it further covenants and agrees that it does not and will not knowingly employ any undocumented workers in any aspect of the construction of the Improvements. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

5. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to purchase the Property and undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and, (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

6. It is understood and agreed by the parties that, in the event of a default by the Company to render the Property, Improvements and Fixtures to the BCAD in a timely manner as required by paragraph 1 hereof, the Company shall reimburse the City the full amount of the ad valorem taxes it would have paid, had the company rendered its property to the BCAD as required by this Agreement, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the City notifies the Company of the default.

It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the City may declare such conviction to be a material event of default of this Agreement and terminate this Agreement within thirty (30) days after the City notifies the Company of such default for such conviction. As provided by Section 2264.101(a), Texas Government Code, the Company agrees and acknowledges that the City may bring a civil action against the Company to recover any amounts, or to declare the Company in default, for a conviction of a violation under 8 U.S.C Section 1342a(f).

Any party in default of an obligation under this Agreement shall be responsible for the court costs and reasonable attorney's fees of the non-defaulting party for any action brought under this Agreement.

7. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

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

Attn: City Manager

If to Company:

Moore & Moore Investments, LLC
7615 Augusta Lane,
Rosharon, TX 77583

Attention: William V. Moore

9. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

11. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be unreasonably withheld or delayed.

13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

14. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this 25 day of February 2014 (the "Effective Date") and the Company.

ATTEST:

CITY OF ALVIN, TEXAS

By: Thomas A. Peebles
Thomas A. Peebles
City Clerk

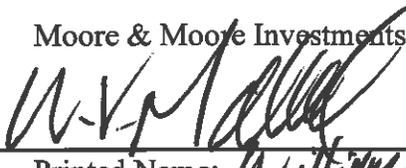
By: Gary Appelt
Gary Appelt, Mayor

Signed this the 25TH day of FEB., 2014

ATTEST:

By: 
Printed Name: WILLIAM V MOORE
Title: OWNER

Moore & Moore Investments, LLC

By: 
Printed Name: William V. Moore
Title: OWNER

Signed this the 28 day of FEB, 2014

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 25 day of February 2014, by Gary Appelt, Mayor of the City of Alvin, Texas for and on behalf of said City.

Grace Cruz
Notary Public in and for the State of Texas

My Commission Expires: 1/16/16

(SEAL)

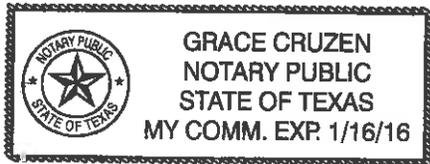


Exhibit "A"

Legal Description of Property

**CALLAWAY HEIGHTS (A0422 HOOPER & WADE) (ALVIN),
BLOCK 12, LOT 3-4, ACRES 4.230**

Situs Address

**1618 CALLAWAY DRIVE
ALVIN, TEXAS 77511**

Exhibit "A" Page 1 of 3
1618 Callaway, Alvin Texas 77511



Exhibit "A" Page 2 of 3
1618 Callaway, Alvin Texas 77511



Exhibit "A" Page 3 of 3
1618 Callaway, Alvin Texas 77511

More... Basemap

Existing Fence line

Existing Sidewalk

Building Setback

Shane Street

Sidewalk Not Required

Callaway Street

esri



Exhibit "B"
Proposal of Moore & Moore Investments, LLC

The Company proposes the following project and actions on their part:

- To redevelop the former Brazoria County Precinct #3 facilities into a commercial business called Moore Space.
- This site will lease/rent storage space to include but not be limited to boats and recreational vehicles.
- There are three existing structures on the site, which are a form of open/closed storage buildings.
- The plan is to refurbish the buildings in various ways to include re-skinning, closing in, and repainting.
- The property will be fenced. The existing chain link fence along Callaway Drive will be replaced with the required privacy fence, however, Company requests that the new fence be constructed in the same location and not pursuant to the ordinance setback requirement of 50 feet.
- Security/Camera System will be installed with capability for the owner and customers to view the property and buildings on-line via the internet.
- Company shall provide a copy of the property purchase documents to the City with the copy of the recorded deed as required by Section 2 of this Agreement.

For the above-stated improvements with an estimated value of \$155,000.00, the Company requests the City of Alvin to allow:

- The building labeled as "Building C" in Exhibit "A" to remain in its current location and not be required to be relocated pursuant to the current setback requirement that did not exist when such building was built.
- The current sidewalk requirement along Shane Street not be enforced, given that the surrounding area is residential and completely built out with asphalt streets, open ditches, and no sidewalks.
- The "manager-on-duty" requirement be waived with the installation of the security camera system capable of monitoring via internet.
- The existing chain link fence-line along Callaway Drive be used for the replacement privacy fence in the same location and not per the ordinance set back requirement of 50 feet.
- All other portions of the ordinance to be followed by the Company (developer/owner).
- The Agreement term will be seven (7) years to ensure the improvements are completed and the new value is created.

Exhibit "C"

Description of Renovations and Improvements to be made by the Company

The Company will make a total estimate of \$155,000 in improvements to the Property for the following improvements:

- \$17,000 Security/Camera systems
- \$60,000 Re-skinning Building "A"
- \$20,000 Electrical for Buildings "A", "B", "C"
- \$58,000 New fencing

Exhibit "D"

The City Administrative Actions

For the improvements identified in Exhibit "C" to be made by the Company with an estimated value of \$155,000, the City of Alvin will permit:

- The building labeled as "Building C" on Exhibit "A" to remain in its current location and is not required to be relocated pursuant to the current setback requirement of the City ordinance based on its construction prior to the current setback requirements.
- The new privacy fence to be constructed on the existing fence-line along Callaway Drive and is not required to be relocated pursuant to the current setback regulation.
- The current sidewalk requirement along Shane Street is not required based on the surrounding area being residential and completely built out with asphalt streets, open ditches, and no sidewalks.
- The "manager on duty" requirement is not required based on the installation of a security camera system capable of monitoring via internet.
- All other portions of the ordinance will be followed by the Company and/or developer/owner.
- The term of the Agreement is seven (7) years to ensure the improvements are completed and the new value is created.

There shall be a penalty if the property is not annually rendered for taxation pursuant to Section 1 of this Agreement.





Exhibit 1 - Moore Space -Callaway Dr.

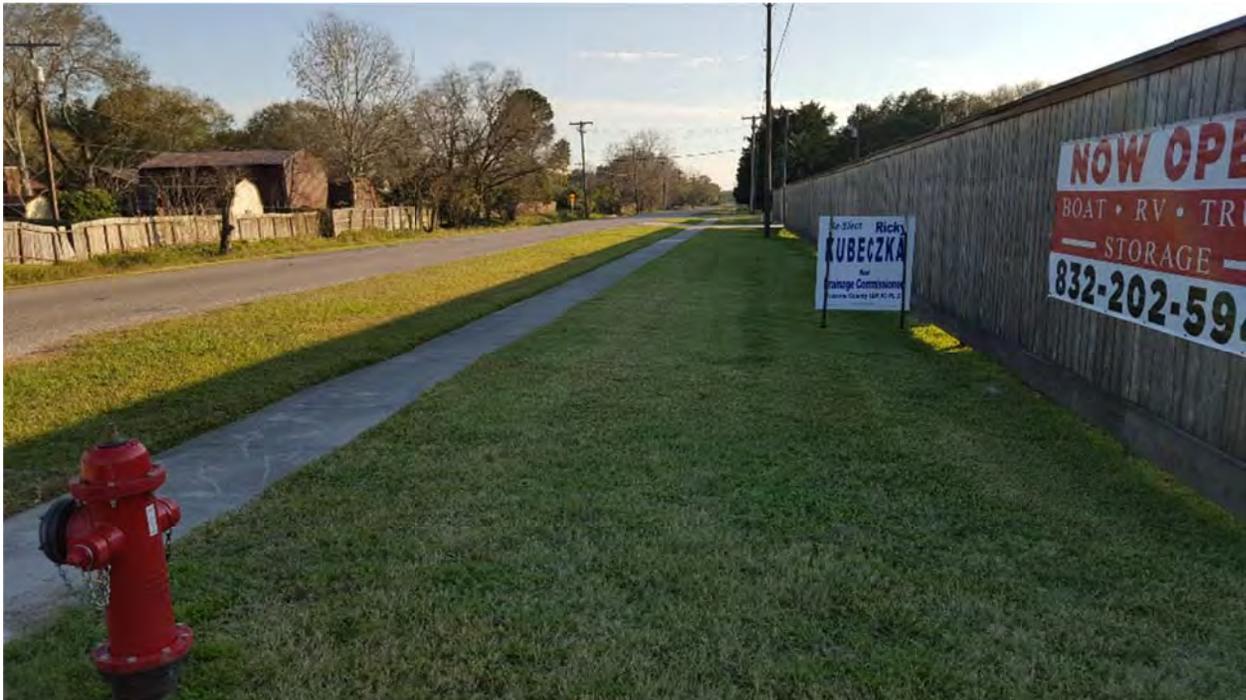


Exhibit 2 - Property directly across Callaway Dr. (South bound)



Exhibit 2 - Property directly across Callaway Dr. (North bound)



Exhibit 3 - Construct Covered parking to eliminate the view of RV roofs.



Exhibit 4 - Drawing of Construct Covered parking to eliminate the view of RV roofs.

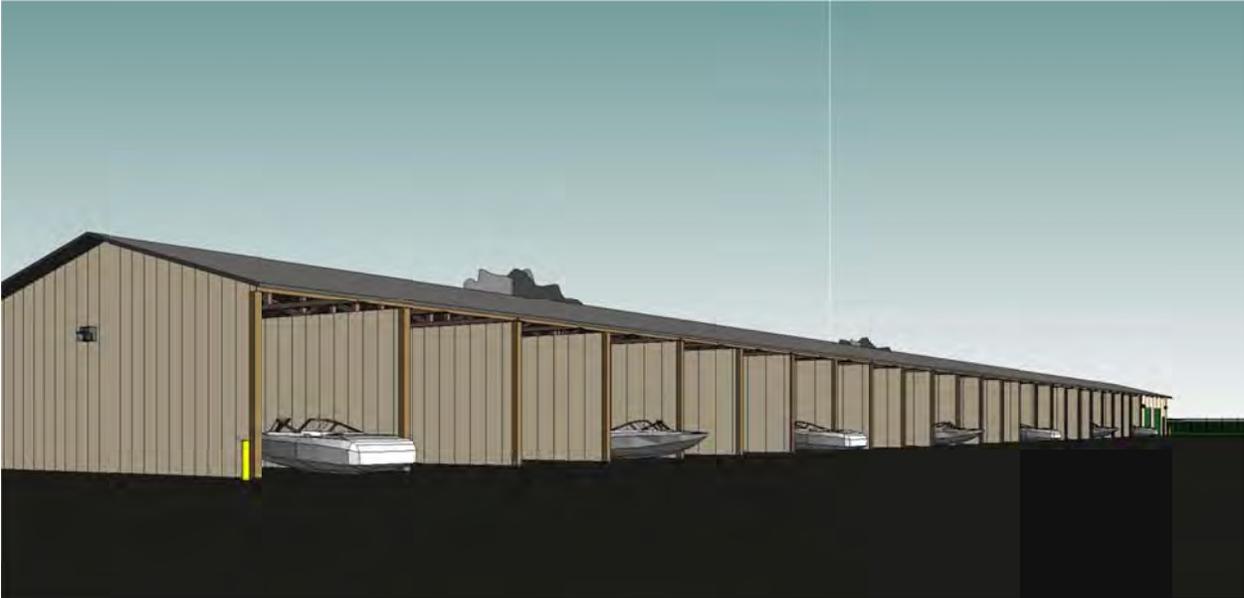


Exhibit 1- Moore Space Side view from Shane St.



Exhibit 2 - Moore Space - Shane St. View of Current Building



Exhibit 3 - Construct Covered parking to eliminate the view of RV roofs.



Exhibit 4 - Drawing of Construct Covered parking to eliminate the view of RV roofs.



January 5, 2016

Ms. Sereniah Breland
City Manager-City of Alvin
216 West Sealy Street
Alvin, TX 77511

Ms. Breland,

Moore Space is requesting an amendment to our exiting 7-year 380 Agreement with the City of Alvin for an exciting expansion plan. Our agreement was signed February 28, 2014. We have met all of the obligations of our original agreement early and have an opportunity to expand bringing new value to the City of Alvin.

When the former Brazoria County Pct. 3 headquarters was purchased and added to the tax rolls, the stated value was \$200,000. After all our planned and contracted improvements, the stated value is \$355,000. These improvements added over \$ 10,000 in ad valorem taxed paid to the City of Alvin. The enclosed pictures show the before and after our improvements. As a side note, we recently totally remodeled the office building and sold the property to the Stephen F. Austin medical facility. This facility will be providing affordable medical treatment for the Alvin community.

Our request is as follows:

To continue the prior approved setback measurements to match the existing building. This will include a front and side setback measurement. Green space will be provided between the fencing and buildings to allow for maintenance of the fencing and buildings should the need arise. Moore Space will construct three new covered storage facilities that will mirror the existing buildings on the site. Plans are included in this correspondence. The construction cost will be \$121,000. A draft of the amended agreement is also enclosed to include exhibits depicting the site and planned improvements. We are including pictures of what is directly across the street from our facilities as a comparison to our side. Moore Space has become a welcome addition to the Alvin area to include a large majority of Alvin residents leasing spaces from our business. We have received compliments and gratitude from the neighbors for the redevelopment of the property. We continue to receive calls daily for covered RV and Boat parking from the Alvin community. Unfortunately we currently have to inform these residents we are unable to accommodate them at this time.

We look forward to coming to the draft agreement that will be placed before your City Council for their consideration. Feel free to contact us with any questions you may have.

Sincere Regards,

Willie and Melinda Moore



January 5, 2016

Dear City Council,

We are requesting an addendum to our current 380 agreement for the expansion for additional RV and Boat parking at Moore Space. We purchased the property with a metal building that was 5 feet from the property line and was part of the 380 addendum agreement. The construction is to be built parallel to Shane Street with the current building setback. The expansion is to construct additional covered parking in line and adjacent to the current building. Adding the covered parking will eliminate the view of the tops of RV's and providing a more uniformed pleasing view and provide the communities demand for parking of these vehicles.

The proposed new structure would be the same size as the current building, 100' long and 60' deep with walls on three sides. The cost for the structure would be \$45,650 and will be of matching metal, roof and gutter construction that is currently on the property. The structure will meet the Texas Windstorm code requirements and certified.

We are providing photographs for councils review and consideration for the More Space expansion.

Sincerely,

Willie and Melinda Moore

Exhibit A



- The construction of building D to be built five (5) feet from the inside of this current wooden fence (Shown in Exhibit A) running parallel to Callaway Street and provide cover parking for boats and RV's

Exhibit B



- The construction of building D to be built five (5) feet from this current wooden fence (Shown in Exhibit B) running parallel to Callaway Street and provide (9) covered 12x40 parking for boats and RV's.

AMENDED AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AMENDED AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, a Texas home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Moore & Moore Investments, LLC (the “Company”), 7615 Augusta Lane, Rosharon, TX 77583.

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 380, Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time as are permitted by law to promote local economic development, to attract industry, create and retain primary jobs, expand the growth of the City, to stimulate business and commercial activity in the City and thereby enhance the economic stability and growth of the City; and,

WHEREAS, the Company intends to expand Moore Space within the City, located at 1618 Callaway Drive, Alvin, Texas, 77511 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and,

WHEREAS, on February 28, 2014, the Company signed a Chapter 380 Agreement based on a Proposal to the City requesting certain administrative actions to permit the construction of certain renovations and improvements necessary for the operation of a storage business, including commercial boat and trailer storage (the “Business”) on the Property, and

WHEREAS, the Company is requesting certain administrative actions to permit the construction of additional renovations and improvements a copy of which Proposal is attached hereto as Exhibit “B” and made a part hereof; and,

WHEREAS, the Company proposes to expand the current Business and to construct new improvements on the Property to grow the operations of the Business and as part of the process, plans to expend funds for such renovations and improvements (collectively, the “Improvements”), more particularly described in Exhibit “C” attached hereto and made a part hereof; and,

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3), Texas Government Code, that it does not and will not employ any undocumented workers in any aspect of the construction of the Improvements; and,

WHEREAS, the Company agrees, that in each year this Agreement is in effect, to take all actions necessary to place all taxable improvements and real property of the Business on the tax rolls of Brazoria County Appraisal District for the payment of ad valorem taxes by the Company, its successors and assigns; and,

WHEREAS, the City agrees that in order to induce the Company to construct the Improvements on the Property, that it will take all lawful and appropriate administrative actions (collectively the “Actions”) to permit and authorize the construction and operation of the Property as set forth in Exhibit “D” attached hereto and made a part hereof; and,

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and,

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property in the City, the development and improvement to existing property, and provides a better quality of place/life for the surrounding residents to the Property, the creation of construction jobs, retention of a virtual on-site manager job, continued economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

1. The Company covenants and agrees that it will construct the Improvements and take reasonable efforts to continue to operate and maintain the Business on the Property for a term of at least seven (7) years. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the “BCAD”) each year this Agreement is in effect, beginning no later than December 1, 2016, and will provide the City Clerk, with a complete copy of such rendition to the BCAD. The rendition shall include the Company’s name, location, address, applicable BCAD tax account numbers and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the “Effective Date”) and terminate seven (7) years from the Effective Date unless extended by mutual agreement of the City Council and the Company.

The Company agrees that its obligations under this paragraph to render the Property and the Improvements for taxation to the BCAD shall survive any termination of this agreement, including a termination for default by the Company.

2. The Company covenants and agrees that the acquisition of any required permits and licenses shall be completed not more than ninety (90) days from the date the Agreement is signed (the Effective Date).

The construction of the Improvements on the Property shall be completed as follows:

Construction consisting of Buildings D and E as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the Effective Date.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an extension of a deadline by the City Council, shall constitute a default for which the City may terminate this Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in Section 2, including, receiving the permits and licenses, and construction of planned improvements as described above, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under Section 2, the City may, at its discretion, restrict continuing and or future improvements subject to Company complying with (a) current building setback requirements, (b) current sidewalk requirements and (c) manager on duty requirements, The City agrees it will not seek any additional remedies or damages from Company for violations of Section 2.

3. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements, provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the construction of the Improvements as to (1) the value of the real property and (2) the value of the completed Improvements and fixtures made by or behalf of the Company.

4. The Company has acknowledged in its application to the City for a public subsidy as defined by Article 2264.001(3), Texas Government Code, that it further covenants and agrees that it does not and will not knowingly employ any undocumented workers in any aspect of the construction of the Improvements. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

5. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and, (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

6. It is understood and agreed by the parties that, in the event of a default by the Company to render its Property, Improvements and Fixtures to the BCAD in a timely manner as required by paragraph 1 hereof, the Company shall reimburse the City the full amount of the ad valorem taxes it would have paid, had the company rendered its Property, Fixtures and Improvements to the BCAD as required by this Agreement, with interest at the rate equal to the

10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

11. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed.

13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

14. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City Manager on this _____ day of _____ 2016, (the "Effective Date") and the Company.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Sereniah Breland, City Manager

Signed this the _____ day of _____ 2016

ATTEST:

Moore & Moore Investments, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signed this the _____ day of _____ 2016

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____ 2016,
by _____ of the City of Alvin, Texas for and on behalf of said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____ 2016,
by William V. Moore for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

Description of Property

CALLAWAY HEIGHTS (A0422 HOOPER & WADE)(ALVIN), BLOCK 12, LOT 3-4, ACRES 4.230

1618 CALLAWAY DR
ALVIN, TX

Exhibit “B”

Proposal of Moore Interests

The Moores propose the following:

To construct up to three additional buildings on said property per Exhibit C.

For these Improvements with an estimated value of \$120,650.00, the City of Alvin will allow:

- The construction of one building D shown in Exhibit C to be built five (5) feet from the inside of the current wooden fencing running parallel to Callaway Street
- The construction of one building E shown in Exhibit C to be built parallel to Shane Street and in line with the current building C setback

All other portions of the ordinance will be followed by the developer/owner.

- The construction of one building F shown in Exhibit C to be built at the rear of the property meets the current setback requirements of the City

The term of the Amended Agreement is seven (7) years to ensure the Improvements are completed and the new value is created.

Exhibit "C"

Description of Renovations and Improvements

- A total estimate of improvements:
- \$32,500.00 Building D
 - Metal: \$20,000.00
 - Labor: \$9,000.00
 - Electrical: \$3,500.00
- \$45,650.00 Building E
 - Metal: \$30,000.00
 - Labor: \$12,000.00
 - Electrical: \$3,650.00
- \$42,500.00 Building F
 - Metal: \$25,000.00
 - Labor: \$10,000.00
 - Electrical: \$4,500.00
 - Dirt Level: \$3,000.00

Exhibit “D”

The City Administrative Actions

For the Moores’ proposed Improvements with an estimated value of \$120,650.00, the City of Alvin will permit:

- The construction of one building D shown in Exhibit C to be built five (5) feet from the inside of the current wooden fencing running parallel to Callaway Street.
- The construction of one building E shown in Exhibit C to be built parallel to Shane Street and in line with the current building C setback.

All other portions of the ordinance will be followed by the developer/owner.

- The construction of one building F shown in Exhibit C to be built at the rear of the property meets the current setback requirements of the City.

The term of the Amended Agreement is seven (7) years to ensure the Improvements are completed and the new value is created.

There will be a penalty if the property is not annually rendered for taxation pursuant to the Amended Agreement.

Exhibit C



- The estimated construction cost for (9) 12x40 covered spots would be \$32,500 and replicate the current windstorm certified covered parking spots (Shown in Exhibit C)

Exhibit D



- The construction of one building E (Shown in Exhibit D) to be built parallel to Shane Street and in line with the current building C setback for (8) 12x60 Covered parking spots for boats and RV's.

Exhibit E



- The estimated construction cost would be \$45,600 and replicate the current windstorm certified covered parking spots (Shown in Exhibit E)

Exhibit F



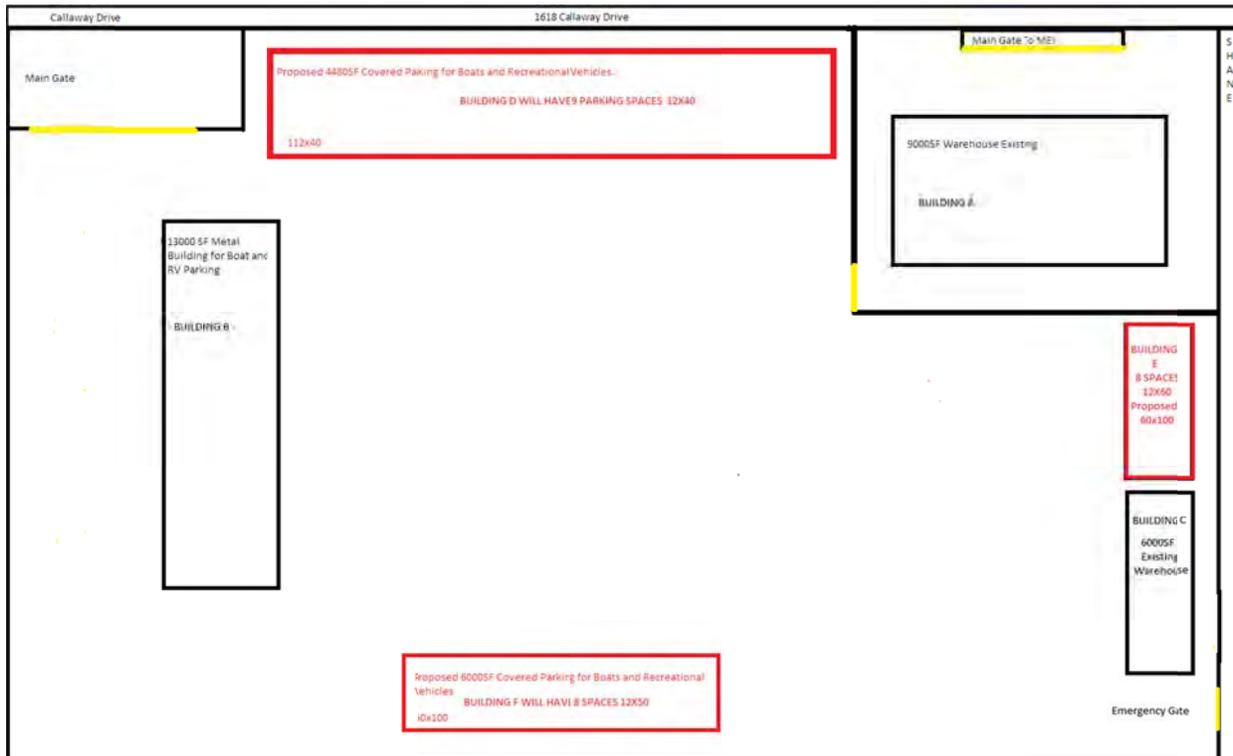
- The construction of one building E (Shown in Exhibit F) to be built parallel to Shane Street and in line with the current building setback for (8) 12x60 Covered parking spots for boats and RV's.

- The construction of one building F (shown in exhibit G) to be built at the rear of the property in line with the current setback requirements of the City. The estimated construction cost would be \$42,500 and replicate the current windstorm certified covered parking spots.

Exhibit G (Original CAD drawing presented to City of Alvin 2013)



Site Plan





AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: Economic Development **Contact:** Larry Buehler, Director, EDC

Agenda Item: Consider Ordinance 16-A; granting consent to the addition of approximately 103 acres to Brazoria County Municipal Utility District No. 24; containing various provisions related to the foregoing subject; and making certain findings related thereto.

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

Summary: Lesco Enterprises, Inc. (LEI) is requesting the 103 acre residential portion of Martha's Vineyard be annexed to Brazoria County Municipal Utility District No. 24 (MUD #24) for the purpose of funding the necessary infrastructure for the residential development.

MUD #24 is a 500-acre tract of land on the north side of the city. There is no development at this time on the 500-acre tract. This will allow bonds from MUD #24 to be sold only for the purpose of purchasing and constructing the necessary infrastructure to include waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities and roads, or parts of such systems, facilities or roads, to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required **Date Completed:** January 27, 2016

Supporting documents attached:

- Ordinance No. 16-A
- Exhibits A & B

Recommendation: Move to approve Ordinance 16-A; granting consent to the addition of approximately 103 acres to Brazoria County Municipal Utility District No. 24; containing various provisions related to the foregoing subject; and making certain findings 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. 16-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 103 ACRES TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City") received a Petition for consent to the addition of 103.072 acres of land to Brazoria County Municipal Utility District No. 24 (the "District"), and Section 54.016, Texas Water Code, provides that land may not be added to a district unless consent to such addition is obtained from the City; and

WHEREAS, the City is willing to consent to the addition of the requested land, as provided by this Ordinance. NOW, THEREFORE,

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the addition of the tract of land described **in Exhibit A**, attached hereto. The City's consent is conditioned upon the terms set out in **Exhibit B**, attached hereto.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this ___ day of _____, 2016.

PASSED AND APPROVED on second reading this ___ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

Dixie Roberts, City Clerk

Paul Horn, Mayor

EXHIBIT A

EXHIBIT B

(a) Bonds may be issued by the District only for the purpose of purchasing, constructing or acquiring, whether under contract with the City of Alvin or otherwise, waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities and roads, or parts of such systems, facilities or roads and for the purpose of making any and all necessary improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer and other services within the boundaries of the District. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any interest payment date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as may be determined by the District) without premium, and shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold, for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed 2% above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. If the District pledges revenues in payment of its bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Alvin, Texas, annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Alvin has given its written consent by resolution of the City Council to such addition or annexation.

(b) The District, its directors, officers, or the developers and landowners shall submit to the City Engineer of the City of Alvin or to his designated representative before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer and drainage facilities and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, fire hydrants, valves, pipes and appurtenances installed or used within the District shall conform exactly to the specifications of the City of Alvin. All water service lines and sewer service lines, lift stations, sewer treatment facilities, road facilities and appurtenances thereto installed by or used within the District shall comply with the City of Alvin's standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer shall give written notice by registered or certified mail to the City Engineer of the City of Alvin stating the date that such construction will be commenced. The construction of

the District's water, sanitary sewer and drainage facilities and roads shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Alvin, and during the progress of the construction and installation of such facilities, the City Engineer of the City of Alvin, or a designated representative thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality or such successor agency as the legislature may establish (the "TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time if the District operates a wastewater treatment plant. The District will agree to make periodic analysis of its discharge pursuant to the provisions of Texas Water Quality Board Order No 69-1219-1 and further will agree to send copies of all such effluent data to the Department of Public Works, City of Alvin, as well as to the TCEQ. The District will agree that representatives of the City of Alvin may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers and/or landowners will not permit the construction of or commit to any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) The owner or the developer of the land included within the limits of the District shall, prior to the sale of any lot or parcel of land, obtain final approval by the appropriate entity of the City of Alvin of a plat which will be duly recorded in the Map and Plat Records of Brazoria County, Texas, and otherwise comply with the applicable subdivision regulations of the City of Alvin.

ANNEXATION TRACT

FIELD NOTE DESCRIPTION OF 103.072 ACRES OF LAND, CONSISTING OF ALL OF THAT CERTAIN CALLED 8.59 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2004-061870 AND A PORTION OF THAT CERTAIN CALLED 103.209 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2004-018070 AND A PART OF THAT CERTAIN CALLED 47.988 ACRE TRACT RECORDED IN VOL. 1224, PG. 565 B.C.D.R. AND ALSO BEING A PART OF LOTS 1, 2, 6, 7 AND 8 OF THE SUBDIVISION OF SECTION 21 AS RECORDED IN VOLUME 21, PAGE 26 OF THE BRAZORIA COUNTY DEED RECORDS AND LOCATED IN THE H.T. & B. R.R. SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS, SAID 103.072 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE NORTH LINE OF SAID CALLED 103.209 ACRE TRACT, SAID NORTH LINE, BEARING N 42°04'19" E);

BEGINNING at a 1-inch iron pipe found at the intersection of the centerline of County Road 949A (Cox Lane, 60 feet wide) and the Northeasterly line of said called 103.2095 acre tract for the common corner of Lots 2, 3, 6 & 7 of the Subdivision of Section 21;

THENCE, South 48°03'43" E, along the common line between Lot 2 and Lot 3 of the Subdivision of Section 21, a distance of 1319.22 feet to a 3/4 inch iron pipe found for the Easterly corner of said called 103.209 acre tract and the herein described tract;

THENCE, South 42°01'29" West, along the Southeast line of said 103.209 acre tract, a distance of 1195.03 feet to a 5/8 inch iron rod set for the Southerly corner of the herein described tract;

THENCE, North 67°27'59 West, a distance of 429.96 feet to a 5/8 inch iron rod set for a curve to Left;

THENCE, in a Westerly direction, along said curve to the Left, having a radius of 25.00 feet, a central angle of 93°43'08", an arc length of 40.89 and a chord bearing and distance of South 65°40'27" West, 36.48 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, South 18°48'53 West, a distance of 436.82 feet to a 5/8 inch iron rod set for a curve to Right;

THENCE, in a Southerly direction, along said curve to the Right, having a radius of 520.00 feet, a central angle of 03°43'08", an arc length of 33.75 and a chord bearing and distance of South 20°40'27" West, 33.75 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, South 22°32'01" West, a distance of 73.92 feet to a 5/8 inch iron rod set for a curve to the Left;

THENCE, in a Southerly direction, along said curve to the Left, having a radius of 30.00 feet, a central angle of 89°59'51", an arc length of 47.12 and a chord bearing and distance of South 22°27'55" East, 42.43 feet to a 5/8 inch iron rod set in the Northerly right-of-way line of State Highway No. 6 for corner;

THENCE, North 67°27'50 West, along the Northerly right-of-way line of State Highway No. 6, a distance of 180.00 feet to a 5/8 inch iron rod set for a curve to the Left;

THENCE, in a Northeasterly direction, along said curve to the Left, having a radius of 30.00 feet, a central angle of 90°00'09", an arc length of 47.13 and a chord bearing and distance of North 67°32'06" East, 42.43 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, North 22°32'01 East, a distance of 73.95 feet to a 5/8 inch iron rod set for a curve to the Right;

THENCE, in a Northerly direction, along said curve to the Right, having a radius of 520.00 feet, a central angle of 03°43'09", an arc length of 33.75 and a chord bearing and distance of North 24°23'35" East, 33.75 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, North 26°15'10 East, a distance of 445.61 feet to a 5/8 inch iron rod set for an angle point;

THENCE, North 22°32'01 East, a distance of 17.81 feet to a 5/8 inch iron rod set for corner;

THENCE, North 67°27'59" West, a distance of 883.80 feet to a 5/8 inch iron rod set in the centerline of 40-foot wide platted road, same being the common line between Lots 1 and 8 of the subdivision of Section 21 for corner;

THENCE, North 41°59'48" East, along said centerline of said 40-foot road, a distance of 56.48 feet to a 5/8 inch iron set for the Southerly corner of said called 8.59 acre tract;

THENCE, North 47°58'17 West, a distance of 110.05 feet to a 5/8 inch iron rod set for corner;

THENCE, South 41°59'48 West, a distance of 46.17 feet to a 5/8 inch iron rod set for corner;

THENCE, North 48°04'23 West, a distance of 912.84 feet to a 3/4 inch iron rod found for corner;

THENCE, North 04°24'34 East, a distance of 486.99 feet to a 5/8 inch iron rod set for the South corner of that certain called 37.956 acre tract recorded in Volume 1235, Page 723 of the Brazoria County Deed Records and an exterior corner of the herein described tract;

THENCE, North 42°04'19" East, along the Southeast line of said called 37.965 acre tract, same being the Northwest line of said called 103.209 acre tract, a distance of 1263.59 feet to an iron axle found for the East corner of said 37.965 acre tract and an angle point for the herein described tract;

THENCE, North 41°57'35" East, a distance of 439.26 feet to a 5/8 inch iron rod found for the North corner of said called 103.209 acre tract and the herein described tract;

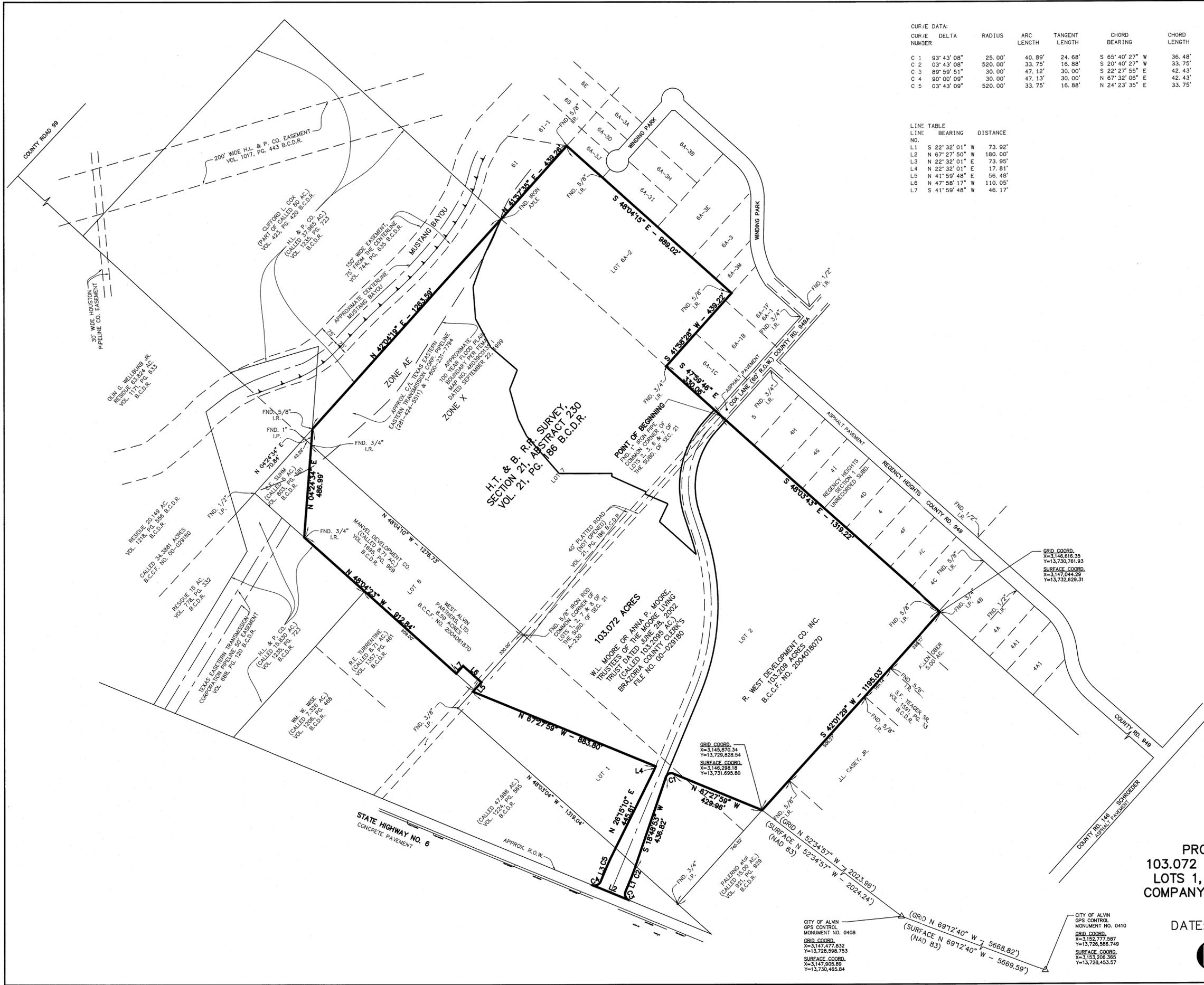
THENCE, South 48°04'15" East, along a Northeast line of said 103.209 acre tract, a distance of 989.02 feet to a 5/8 inch iron rod found for corner;

THENCE, South 41°58'28" West, along a 4-foot high barb wire fence, a distance of 439.22 feet to a 3/4 inch iron rod found for an interior corner of said 103.209 acre tract and the herein described tract;

THENCE, South 47°59'46" East, along a Northeast line of said called 103.209 acre tract, a distance of 330.06 feet to the POINT OF BEGINNING and containing 103.072 acres of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 2nd day of May, 2014

CEI Job NO. 04027-00.0
(bill) SV 04027C.T

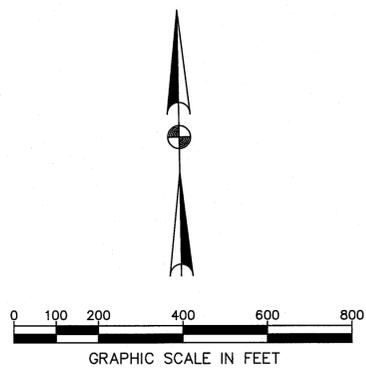
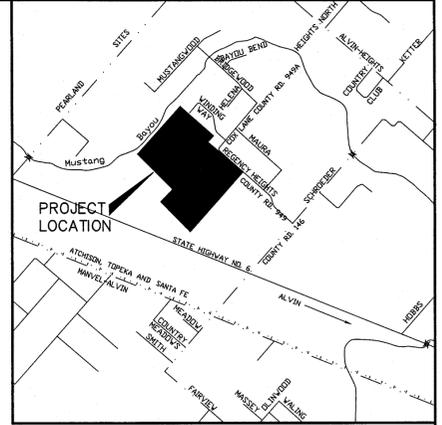


CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD BEARING	CHORD LENGTH
C 1	93° 43' 08"	25.00'	40.89'	24.68'	S 65° 40' 27" W	36.48'
C 2	03° 43' 08"	520.00'	33.75'	16.88'	S 20° 40' 27" W	33.75'
C 3	89° 59' 51"	30.00'	47.12'	30.00'	S 22° 27' 55" E	42.43'
C 4	90° 00' 00"	30.00'	47.13'	30.00'	N 67° 32' 08" E	42.43'
C 5	03° 43' 09"	520.00'	33.75'	16.88'	N 24° 33' 35" E	33.75'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 22° 32' 01" W	73.92'
L2	N 67° 27' 50" W	180.00'
L3	N 22° 32' 01" E	73.95'
L4	N 22° 32' 01" E	17.81'
L5	N 41° 59' 48" E	56.48'
L6	N 47° 58' 17" W	110.05'
L7	S 41° 59' 48" W	46.17'



PROPOSED ANNEXATION EXHIBIT MAP OF 103.072 ACRES OF LAND, OUT OF AND A PART OF LOTS 1, 2, 6, 7 AND 8 IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS.

DATE: MAY, 2014 SCALE: 1" = 200'

CENTURY ENGINEERING, INC.
3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871

GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE AND NAD 83. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. TO CONVERT COORDINATES OR DISTANCES APPLY A COMBINED AVERAGE GRID FACTOR OF 1.000136 AS NEEDED.

CITY OF ALVIN
GPS CONTROL MONUMENT NO. 0408
GRID COORD.
X=3,147,477.832
Y=13,728,598.753
SURFACE COORD.
X=3,147,905.89
Y=13,730,465.84

CITY OF ALVIN
GPS CONTROL MONUMENT NO. 0410
GRID COORD.
X=3,152,777.587
Y=13,728,586.749
SURFACE COORD.
X=3,153,206.385
Y=13,728,453.57



AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: Economic Development **Contact:** Larry Buehler, Director, EDC

Agenda Item: Consider Resolution 16-R-02; confirming and ratifying the Utility Services Contract with Lesco Enterprises, Inc. for the development of Martha's Vineyard, a 300 home residential tract on approximately 103 acres and a 20-acre commercial tract; and authorize the City Manager to sign the Utility Services Contract.

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

Summary: Lesco Enterprises, Inc. (LEI) is requesting a Utility Services Contract (USC) that will allow the City of Alvin to provide water/waste water services to the Martha's Vineyard development. Martha's Vineyard is a residential and commercial development fronting the north side of West State Highway 6 within the extraterritorial jurisdiction (ETJ) of the City of Alvin. This development plans to have 300 residential homes and a separate 20-acre commercial tract along State Highway 6. The minimum price for the homes will be \$200,000. There are planned amenities to include green space and trails connecting the detention areas. LEI will be requesting City Council to allow the land to be annexed into Municipal Utility District # 24 to assist in the costs of the necessary infrastructure for the project. A Strategic Partnership Agreement (SPA) will be created within 30 days of the execution of this agreement that will allow the City of Alvin to collect the sales tax on any commercial development constructed within the development. The USC will also include the request for annexation of the commercial tract into the City of Alvin, should the City wish to incorporate it at a later date. The City will not receive property tax and/or sales tax from the properties.

All permitting will be conducted through the City of Alvin to ensure the value of all residential development meets agreed minimum values. A Capital Recovery Fee per residential lot will also be paid by the developer in the same manner Impact Fees are paid by residential development constructed inside the city limits of Alvin.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x **Date Completed:** January 27, 2016

Supporting documents attached:

- Resolution 16-R-02
- Utility Services Contract with Exhibits
- Aerial of Martha's Vineyard location

Recommendation: Move to approve Resolution 16-R-02; confirming and ratifying the Utility Services Contract with Lesco Enterprises, Inc. for the Martha's Vineyard development.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE UTILITY SERVICES CONTRACT WITH LESCO ENTERPRISES, INC. FOR THE DEVELOPMENT OF MARTHA'S VINEYARD, A 300 HOME RESIDENTIAL TRACT ON APPROXIMATELY 103 ACRES AND A 20-ACRE COMMERCIAL TRACT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, Martha's Vineyard is a planned residential and commercial development fronting the north side of West State Highway 6 within the extraterritorial jurisdiction (ETJ) of the City, and this development will have 300 residential homes on approximately 103-acres (the "Property") and a separate 20-acre commercial tract along State Highway 6 (the "Commercial Tract"); and

WHEREAS, the minimum price for the homes will be \$200,000, and there will be amenities to include green space and trails connecting the detention areas, and all permitting will be conducted through the City to ensure the value of all residential development meets agreed minimum values; and

WHEREAS, LESCO Enterprises, Inc. (LEI), is requesting a Utility Services Contract (USC) that will allow the City to provide water/wastewater services to the Martha's Vineyard development and that requires LEI to present to the City a petition to annex the Commercial Tract into the corporate limits of the City within thirty (30) days from the date the City notifies LEI that it wishes to annex the Commercial Tract; and

WHEREAS, LEI has presented a petition to the City requesting that the City consent to the annexation of the Property into Brazoria County Municipal Utility District No. 24 (the "District") in order to assist in defraying the costs of the necessary infrastructure for the Martha's Vineyard Project; and

WHEREAS, the District adopted a Strategic Partnership Agreement (SPA) on July 21, 2005, and the District will re-adopt the SPA to include the Property and the Commercial Tract within 120 days from the adoption of this Resolution in order to allow the City to collect the sales tax on any commercial development constructed within the Property or the Commercial Tract and present the revised SPA to the City for approval and adoption; and

WHEREAS, the USC also requires that LEI pay a Capital Recovery Fee per residential lot in the same manner Impact Fees are paid by residential development constructed inside the City limits. **NOW, THEREFORE**,

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

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Confirmation and Ratification of Utility Services Contract. City Council does hereby confirm and ratify the Utility Services Contract with Lesco Enterprises, Inc.

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

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the ____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul Horn, Mayor

UTILITY SERVICES CONTRACT FOR MARTHA'S VINEYARD DEVELOPMENT

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[TO BE ADDED]

DRAFT

UTILITY SERVICES CONTRACT FOR MARTHA'S VINEYARD DEVELOPMENT

This **UTILITY SERVICES CONTRACT FOR MARTHA'S VINEYARD DEVELOPMENT** (the "Contract") is entered into by and between **THE CITY OF ALVIN, TEXAS** (the "City"), **LESCO ENTERPRISES, INC.** (the "Developer"), a Texas corporation, and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24** (the "District").

RECITALS

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

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

The District was initially created to serve approximately 621.6827 acres within the City's extraterritorial jurisdiction (the "Original District Acreage").

The District and the City previously entered into a Utility Services Contract ("Original Utility Services Contract") setting forth, among other things, the terms and conditions under which the City will provide for the creation and operation of the District and related matters.

The Developer owns a tract of approximately 103 acres within the City's extraterritorial jurisdiction, which is more particularly described in the attached **Exhibit A** (the "Property") to be developed under the name "Martha's Vineyard." The Developer has petitioned for annexation of the Property into the District and plans to request the District to construct, finance, own, and operate a water supply and distribution system, a wastewater collection system, and any necessary storm water drainage improvements to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately. The Developer also owns approximately 20 acres of developable land adjacent to the Property as shown on **Exhibit C** (the "Adjacent Property").

The Developer wishes to contract with the District for the District to provide for the construction and financing of water distribution and wastewater collection facilities and necessary storm water drainage improvements to serve the Property, all subject to the terms of this Contract.

The Developer and the District wish to contract with the City to obtain from the City certain water production and wastewater treatment services for the Property.

The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

This Contract is not intended to amend, modify, replace, repeal, or supercede the Original Utility Services Contract or any subsequent amendments thereto, unless expressly provided.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the receipt and sufficiency of which are hereby acknowledged, the City, the Developer, and the District, agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1. Definitions. Unless the context indicates others, the following words used in this Contract shall have the following meanings:

City means the City of Alvin, Texas.

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

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

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

Consent Conditions means the conditions for consent (a) to the creation of the District described in City Resolution No. 03-RRR, as may be amended from time to time, and (b) to the annexation of the Property described in City Resolution No. 16-R-02, as may be amended from time to time.

District means Brazoria County Municipal Utility District No. 24.

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

District Water System means the water supply and distribution system that will be constructed by the Developer or the District for the treatment and distribution of potable water to serve the Property, ending at the Point of Water Connection. The District Water System shall include all facilities necessary to convey water from the Point of Water Connection to the District's customers.

District Wastewater System means the wastewater system that will be constructed by the Developer or the District to serve the Property for the collection of wastewater received from the District's customers, ending at the Point of Wastewater Connection, and will include any sewer force main, booster pumps and lift stations that will be required to transport wastewater to the Point of Wastewater Connection. The District Wastewater System includes all facilities necessary to convey wastewater from the District's customers to the Point of Wastewater Connection.

Gpd means the gallons per day of Water or Wastewater provided pursuant to this Contract. Except during an emergency, any limitations on the Gpd under this Contract shall be construed to mean the monthly average Gpd (*i.e.*, the Gpd metered on any given day may exceed the limitation, provided the total gallons metered in any month does not exceed the specified number of gallons allowed per day multiplied by the number of days in the calendar month).

Master Water Meter Facilities means the master water meter and vault installed at the location designated on **Exhibit D** attached hereto that will be used to measure the amount of Water the City provides to the District.

Point of Water Connection means that point where the District Water System connects to the City Water System at the location designated as such on **Exhibit D**. Said location may be changed with the mutual written consent of the City and the District.

Point of Wastewater Connection means that point where the District Wastewater System connects to the City Wastewater System at the location designated as such on **Exhibit D**. Said location may be changed with the mutual written consent of the City and the District.

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

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

Wastewater Trunk Facilities means a six inch (6") force main from the Property to an existing City manhole designated as 3-L-17, located approximately 82' (feet) southeast of the centerline of the Mustang Bayou (M-11 Tributary) crossing of State Highway 6 to the Point of Wastewater Connection as shown on **Exhibit D** and to be constructed by the Developer or the District and conveyed to the City to become part of the City Wastewater System.

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

Water Line means the existing twelve inch (12") City water line located within the State Highway 6 right-of-way as shown on **Exhibit D**.

Water Supply Services means the services provided by the City in treating, pumping, transporting, and delivering Water from the City Water System to the District Water System for consumption by the District's customers in accordance with this Contract.

Water Trunk Facilities means the extension of the Water Line, said extension to run within the State Highway 6 right-of-way from its existing endpoint to the Point of Water Connection as shown on **Exhibit D** and to be constructed by the Developer or the District and conveyed to the City to become part of the City Water System.

1.2. Exhibits. The following exhibits, attached or to be attached to this Contract, are a part of the Contract and incorporated into the Contract for all purposes.

- Exhibit A** - Metes and Bounds Description of the District
- Exhibit B** - Utility Conveyance and Security Agreement
- Exhibit C** - Metes and Bounds of the Commercial Property
- Exhibit D** - Water and Wastewater Map
- Exhibit E** - Master Plat of the Property

ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY AND WASTEWATER SERVICES TO THE PROPERTY AND DETENTION

2.1. Construction of District System and Related Facilities.

2.1.1. The Developer or the District will finance, design, and construct the District System, the Master Water Meter Facilities, the Water Trunk Facilities, and the

Wastewater Trunk Facilities pursuant to plans and specifications approved by the City in accordance with the Consent Conditions and any other applicable laws and ordinances. If such facilities are constructed by the District rather than the Developer, the Developer will advance to the District all funds necessary to finance the same to be reimbursed according to the terms and conditions with a Development Financing Agreement to be entered into between the Developer and the District.

2.1.2. The plans and specifications for the District System, the Master Water Meter Facilities, the Water Trunk Facilities, and the Wastewater Trunk Facilities, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the installation or construction of same by the Developer or the District. The District System, the Master Water Meter Facilities, the Water Trunk Facilities, and the Wastewater Trunk Facilities, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the requirements of Brazoria County, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the Master Water Meter Facilities are to be constructed or installed shall be dedicated to the City for installation of water facilities. The Water Trunk Facilities and the Wastewater Trunk Facilities shall be located within the State Highway 6 right-of-way as shown on **Exhibit D**.

2.1.3. The Developer and the District agree that all construction contracts for the Master Water Meter Facilities, the Water Trunk Facilities, and the Wastewater Trunk Facilities that will be ultimately conveyed to the City shall require standard payment and performance bonds for public projects and a one-year warranty/maintenance bond to the Developer or the District, assignable to the City, in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The Developer or the District shall assign its rights under such bonds and warranties to the City upon conveyance of the Master Water Meter Facilities, Water Trunk Facilities, or the Wastewater Trunk Facilities, or any components thereof, to the City; provided, however, that the Developer shall retain the right to reimbursement from the District for funds advanced by the Developer to the District, if any, for the construction of any such conveyed facilities.

2.1.4. The City shall have access at all reasonable times to inspect the construction of the Master Water Meter Facilities, Water Trunk Facilities, and the Wastewater Trunk Facilities as the City deems necessary or desirable to assure compliance with this Contract.

2.2. Ownership, Operation, and Maintenance of the District System.

2.2.1. District Responsibilities. The District will be responsible for owning, operating, and maintaining the District System, including reading the meters (other than the Master Water Meter Facilities) and handling service and

tap requests from, billing, collecting from, and initially responding to service calls from District customers. The District System may serve customers inside the Property or the Adjacent Property. Without limitation, the District will promptly repair any leaks in the portion of the District Water System between the Master Water Meter Facilities and the Point of Water Connection. If the District determines that the problem is in the City Water Trunk Facilities and not the District Water System, the District shall notify the City, and the City will be responsible for the necessary repairs to the City Water Trunk Facilities.

2.2.2. Application of City Standards Generally. The District Water System and District Wastewater System shall be operated, maintained, and repaired in accordance with the standards applicable to the City's maintenance and operation standards for the City Water System and the City Wastewater System, respectively. The requirements of this section shall apply to any contractor retained by the District to operate or maintain the District Water System or District Wastewater System. Without limitation of the above, the District shall maintain the District Wastewater System to avoid infiltration and shall take all reasonably necessary steps to detect and remedy same.

2.2.3. Amendment of City Standards Generally. If the City amends its maintenance and operation standards for the City Water System or City Wastewater System during the term of this Contract, the City may require that the District comply with the amended standard or practice by delivering written notice of the amendment to the District. The District shall implement the amended standard or practice as soon as is reasonably practical after the District's receipt of the notice, but not earlier than thirty (30) days following the District's receipt of same. Any amendments under this section, including amendments which are mutually agreed upon by the parties, may be implemented by the respective representatives of each party.

2.2.4. District Water System Regulations. Before the date the District begins operation of the District Water System, the District shall adopt, and provide the City with a copy of, a water conservation plan and a drought contingency plan substantially the same as the City's respective plan.

2.2.5. District Wastewater System Regulations. Before the date the District begins operation of the District Wastewater System, the District shall adopt regulations substantially equivalent to the City's maintenance and operation standards for the City Wastewater System as part of the District's regulations governing wastewater discharges into the District Wastewater System (the "District Wastewater Discharge Rules"). The District Wastewater Discharge Rules shall be submitted to and approved by the City before adoption by the District. The District may adopt other rules more stringent than the City's

regulating discharges into the District Wastewater System; in such event, the rules shall be submitted to the City for its files.

2.2.5.1. Testing. The District shall, on a monthly basis and at its own expense, obtain a test of the wastewater in the District Wastewater System at the Point of Wastewater Connection and such test shall be performed by a laboratory that is certified by the State of Texas and mutually agreed upon the parties to this Contract. The District shall provide the results of such test to the City of a monthly basis. The City shall have the right at all reasonable times to take samples from the District Wastewater System to determine whether the District is complying with the provisions of this Contract. If the City is required by a regulatory authority with jurisdiction to take wastewater samples for testing to investigate a violation of the District Wastewater Discharge Rules, the District agrees to pay the costs of such sampling and testing.

2.2.5.2. Investigation and Enforcement. The District shall be responsible for investigating violations of the District Wastewater Discharge Rules by discharges into the District Wastewater System. If the District determines that any District customer is violating the District Wastewater Discharge Rules, the District shall promptly report the violation to the City in writing and seek compliance with the District Wastewater Discharge Rules by one or more of the following methods:

- (a) Having the customer voluntarily take corrective action to comply with the District Wastewater Discharge Rules;
- (b) Disconnecting the customer from the District Wastewater System;
- (c) Seeking injunctive relief in a court of competent jurisdiction to prevent existing or further violations; or
- (d) Recovering civil penalties against the violator as authorized by Section 49.004 of the Texas Water Code, as amended.

2.2.5.3. Fines, Penalties, and Damages. If Wastewater received by the City Wastewater System from the District Wastewater System results in damage to the City Wastewater System or treatment process, causes the City to incur extraordinary costs in treating Wastewater from the District Wastewater System, or results in the City's incurring any fine or penalty by a regulatory agency, the District shall reimburse the City for the cost of such repairs, extraordinary treatment costs, fine, or penalty and reasonable legal and engineering fees.

2.2.6. Records. The District shall provide to the City upon the City's request, and without charge, copies of any records or documents relating to the construction, operation, maintenance, or repair of the District System.

2.2.7. Operating Expenses and Source of Payment. The District agrees, represents, and covenants that all payments required to be paid by the District to the City under this Contract shall constitute a proper operating expense of the District Water System and the District Wastewater System and shall be payable as an operating expense from the income derived from such systems. The District agrees to adjust and maintain from time to time the rates charged to the District's customers so that (a) the total rate charged by the District for water supply and sewage treatment service shall never be less than the rate charged by the City to its in-City single-family residential customers for such services, unless agreed to in writing by the City, and (b) the income to the District from such rates, in addition to any maintenance tax levied by the District or any operating advances made by a Developer to the District, shall at all times be sufficient to promptly pay to the City all such charges when and as the same become due and payable under this Contract. The City agrees to provide the District with written notice of any change in the rates the City charges for water supply and sewage treatment services to in-City residential customers.

2.3. Conveyance of Certain Facilities to City. Upon completion of facilities comprising a component of the Master Water Meter Facilities, the Water Trunk Facilities, or the Wastewater Trunk Facilities in accordance with all permits and approvals and upon acceptance thereof by the City, the Developer or the District, as applicable, or both, will convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the Developer's rights of reimbursement from the District for funds advanced by the Developer to the District, if any, with respect thereto) for ownership, operation, and maintenance by the City. Such conveyance is without cost or expense to the City. The District shall have reserved to it all capacity provided for by this Contract in any conveyed facilities. The conveyance instrument shall be substantially in the form attached hereto as **Exhibit B**. There shall be no need for further official action of the City for the City to accept the Master Water Meter Facilities, the Water Trunk Facilities, or the Wastewater Trunk Facilities, and the City hereby delegates the authority to accept the Master Water Meter Facilities, the Water Trunk Facilities, and the Wastewater Trunk Facilities to the City Manager or her designee. The City shall incorporate conveyed facilities into the City System and shall serve the District with water production and wastewater treatment capacity as reasonably required in conjunction with the development of property served by the District under this Contract. All operating revenues from conveyed facilities shall be the property of the City; provided, however, that in no event shall any payment to the District pursuant to this section or the District's bond proceeds or ad valorem tax revenues be considered operating revenues from conveyed facilities.

2.4. City's Obligation to Provide Services.

2.4.1. Water Supply Services. The City agrees to provide Water Supply Services to the District in accordance with the terms and conditions of this Contract. All Water supplied to the District by the City shall be delivered to the Point of Water Connection and metered by the Master Water Meter Facilities; any attempt to bypass the Master Water Meter Facilities is prohibited, unless specifically approved by the City in each instance. The City agrees to provide to the District up to 210,000 Gpd of Water or the capacity necessary to provide 350 Gpd to 600 equivalent single family connections, whichever is greater, as read on the Master Water Meter Facilities to serve the Property and the Adjacent Property. Title to all Water from the City Water System shall remain in the City up to the Point of Water Connection and shall pass to the District upon passing through the Point of Water Connection. The City agrees that Water Supply Services for such Water capacity will be available to the District after the Master Water Meter Facilities and the Water Trunk Facilities have been conveyed to and accepted by the City and within forty-five (45) days of the District providing written notice to the City that Water Supply Services are needed.

2.4.2. Master Water Meter Facilities. The City will be responsible for reading the Master Water Meter Facilities monthly during the term of this Contract, and the District expressly grants the City the right to enter the District's land to read the Master Water Meter Facilities. Every five (5) years, beginning October 15, 2020, the City, at its cost, shall test the master water meter and provide a copy of such test to the District. If such test shows a level of accuracy of less than ninety-seven percent (97%), the City shall also, at its cost, repair or replace the master water meter so that the meter is at an accuracy of ninety-seven (97%) or better. The District may, at its expense, also test the master water meter to determine its level of accuracy. If such test shows a level of accuracy of less than ninety-seven percent (97%), the City shall reimburse the District for the cost of such test and shall, at the City's cost, repair or replace the master water meter so that it is at an accuracy of ninety-seven (97%) or better.

2.4.3. Water Emergency. Under the City's ordinance(s), the City may declare a "water emergency period" if any condition or event occurs that interrupts the production, treatment, or transportation of Water in the City Water System and may impose conditions on consumption or use of Water. If the City declares a "water emergency period" and imposes conditions on Water consumption for its other customers under its then-current ordinance, the Water to be distributed shall be divided in accordance with Texas Water Code, Section 11.039, as amended, and the District agrees, upon notification by the City, to comply with any such City ordinance and to impose and enforce the same conditions of consumption on District customers. The City has adopted a drought contingency plan; the City will not apply its drought contingency plan

on residential customers within the District in a manner that is more stringent than the City's application of its drought contingency plan on residential customers within the City. The District shall be considered a "wholesale customer" of the City.

2.4.4. Water Charges. For the purposes of the City billing the District for Water Supply Services, the District's rate shall be determined in accordance with the applicable, then-current ordinance setting City water rates and shall be equal to the rate charged to an in-City residential customer for each 1,000 gallons (the "Base Water Rate") times the applicable Rate Multiplier (as defined in Section 2.4.9, below) (as multiplied, the "District Water Rate"). The City shall read the Master Water Meter Facilities each month during the term of this Contract and promptly provide a bill to the District in accordance with Section 2.4.8 of this Contract regarding Billing.

2.4.5. Wastewater Services. The City agrees to provide Wastewater Services to the District in accordance with the terms and conditions of this Contract. The City agrees that Wastewater Services will be available to the District after the Wastewater Trunk Facilities have been conveyed to and accepted by the City and within forty-five (45) days of the District providing written notice to the City that Wastewater Services are needed. The City agrees to provide to the District up to 210,000 Gpd of Wastewater or the capacity necessary to accommodate 350 Gpd to 600 equivalent single family connections, whichever is greater, to serve the Property and the Adjacent Property. Title to all Wastewater from the District Wastewater System shall remain in the District up to the Point of Wastewater Connection and shall pass to the City upon passing through the Point of Wastewater Connection.

2.4.6. Wastewater Charges. For the purposes of the City billing the District for Wastewater Services, the District's rate shall be determined in accordance with the applicable, then-current ordinance setting City sewer rates and shall be equal to the rate charged to an in-City residential customer for each 1,000 gallons of water (the "Base Sewer Rate") times the applicable Rate Multiplier (as defined in Section 2.4.9, below) (as multiplied, the "District Sewer Rate") The City The City shall read the Master Water Meter Facilities each month during the term of this Contract and promptly provide a bill to the District in accordance with Section 2.4.8 of this Contract regarding Billing.

2.4.7. Standard of Service. Services that are provided by the City under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers.

2.4.8. Billing. The City shall render statements to the District for Water Supply Services and Wastewater Services supplied under this Contract in

accordance with the provisions of the City's Code of Ordinances, as amended from time to time, relating to the billing and payment of Water services to City customers. Failure to timely pay such statements shall subject the District to all penalties, including termination, in accordance with the provisions of the City's Code of Ordinance(s).

2.4.9. Rate Multiplier. A rate multiplier is applied to the City's in-City residential water and sewer rates to determine the applicable rates for the District. The rate multiplier is determined based upon the number of residential taps that have been made within the District ("Homes") at the time the City is determining the charges for a period under either Section 2.4.4 or 2.4.6. The Rate Multiplier shall equal 1.5 if there are 0 to 99 Homes, 1.4 if there are 100 to 199 Homes, 1.3 if there are between 200 and 299 Homes, and 1.2 if there are 300 Homes or more.

2.5. Letter of Capacity Assurance. The City agrees that the City Engineer shall, upon reasonable request from the owner of platted property served by the District under this Contract, confirm water and wastewater utility capacity availability for such platted property.

2.6. Capital Recovery Fees. The Developer, on behalf of the District, will pay to the City capital recovery fees in accordance with the City's impact fee schedule in effect at the time an application is submitted for a building permit for a structure on the Property for capacity in the City Water System and the City Wastewater System. The District and/or the City (as applicable) shall not provide a meter until the Developer provides a receipt from the City confirming for payment of the capital recovery fees for such lot and delivers the documentation required by Section 3.6. As of the date of this Contract, the capital recovery fee for a $\frac{3}{4}$ residential meter is \$2,500.

2.7. Drainage and Detention Facilities. The Developer or the District will finance and construct all lakes, ponds, and other detention facilities and open ditches, open drainage channels, and other open and closed storm water drainage improvements to serve the Property, and the City will have no responsibilities with respect to same. Such detention and drainage facilities will be constructed in accordance with the requirements of the City, Brazoria County, and Brazoria County Conservation and Reclamation District No. 3 and will be maintained by the District or by the property owners' association or associations serving the Property, as appropriate.

ARTICLE 3. OTHER AGREEMENTS BETWEEN THE CITY AND THE DISTRICT

3.1. Garbage Collection Contract. Under the terms of the Original Utility Services Contract, the parties expressed an intention that the City and the District will enter into a mutually agreeable contract under which the City will provide garbage

collection services to the residents of the District at the rate established in the City Code of Ordinances for similarly situated customers. The District and the City each reaffirm its intention to enter into such a contract, and the parties to this Contract intend that the Property will be included in such contract between the City and the District.

3.2. Strategic Partnership Agreement. Under the terms of the Original Utility Services Contract, the parties expressed an intention that the District and the City enter into a strategic partnership agreement (the "SPA"), the form of which was attached to the Original Utility Services Contract, to include all land within the District as well as any land subsequently annexed into the District. The District held hearings as required by law and the Original Services Contract on July 15, 2005 and July 21, 2005, and the District adopted and approved execution of the SPA on July 21, 2005. The SPA will be re-adopted to include the Property, and the City will approve and adopt it, as revised.

3.3. Fire Protection Agreement. The Commission approved the District's fire protection plan at the time of the District's creation, and the District's voters approved at election the District's fire protection plan and agreement and the District's issuance of bonds payable from ad valorem taxes for related costs, all as stated in the election proposition. Under the terms of the Original Utility Services Contract, the parties expressed an intention that the City and the District will enter into a mutually agreeable contract under which the City will provide fire protection services and emergency medical services to the residents of the District at the cost specified in the form of the agreement attached to the Original Utility Services Contract. The District and the City each reaffirm its intention to enter into such a contract, and the parties to this Contract intend that the Property will be included in such contract between the City and the District.

3.4. Development Plan Approval. Pursuant to Chapter 21 of the City's Code of Ordinances relating to the City's rules and regulations governing the subdivision of land and plats within the City and its extraterritorial jurisdiction (the "Subdivision Ordinances"), the Developer has submitted a master preliminary plat (the "Master Plat"), attached hereto as **Exhibit E**, showing the tentative layout of the proposed streets, blocks and drainage of the Property. Changes to the Master Plat may be made in accordance with the Subdivision Ordinances or other applicable law, rule, or regulation.

3.5. Final Plat Recordation. Final platting shall be in accordance with Chapter 21 of the City of Alvin Code of Ordinances. Notwithstanding any other City law, rule, or regulation, including without limitation the Subdivision Ordinances, the final plat for development of any portion of the Property shall be recorded by the City in the office of the appropriate county clerk at the time construction of the necessary water utilities, sewer utilities, and paving for that final plat is 100% complete.

3.6. Development Documentation. At the time the Developer pays the Capital Recovery Fee for a lot under Section 2.6 of this Contract, the Developer shall also provide to the City a set of construction plans for the residence to be constructed upon that lot for the City's review, approval and issuance of a building permit. The City will charge the Developer a plan review fee of \$500 per home constructed on the Property.

3.7. Development Agreement. Pursuant to the District's Special District Guidelines, the Developer understands that the minimum value of the homes (including lot value) constructed on the Property will be at least \$200,000. The Developer further agrees that it will allocate green space/park and recreational facilities on the Property in the amounts required by the City's ordinances. The Developer further agrees that it will note the following on the plat for the Property: (i) a continuous walking path along the lakes; and (ii) a neighborhood park/pool area (collectively, the "Neighborhood Amenities"). The Developer further agrees that the Neighborhood Amenities will be completed on or before the Certificate of Occupancy for the 140th home on the Property is issued by the City.

ARTICLE 4. MISCELLANEOUS

4.1. Term. This Contract shall be effective as of February 4, 2016 (the "Effective Date") and shall remain in effect for an initial term of forty (40) years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

4.2. Termination.

4.2.1. Termination for Failure of the District to Approve this Contract. The City may terminate this Contract if the District has not approved and executed this Contract by April 4, 2016.

4.2.2. Termination If Dissolution of the District. This Contract shall terminate on the date of dissolution of the District.

4.2.3. Termination for Default. Any party to this Contract who believes that the other party to this Contract has defaulted in the performance of any condition, term, or obligation owed to that party under the Contract shall give written notice of the default to the defaulting party, specifying in detail the provision or provisions of the Contract that have been breached and specifying what action must be taken to cure or correct the default. Should the party receiving the notice fail to correct the default within sixty (60) days following receipt of the written notice, if such corrective action is within the power of the defaulting party, the party giving the notice of default may terminate this Contract by giving a written termination notice to the defaulting party specifying the termination date.

4.3. Remedies Cumulative. The parties specifically agree that the remedy of specific performance of this Article is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Article. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

4.4. Successors. This Contract shall be binding upon the successors or assigns of the parties hereto.

4.5. Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

4.6. Applicable Law. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County.

4.7. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

4.8. Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Alvin, Texas
216 W. Sealy
Alvin, Texas 77511
Attn: City Manager

If to the District, to:

Brazoria County MUD No. 24
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Tim Austin

If to Developer, to:

LESCO Enterprises, Inc.
7918 Broadway, Suite 106
Pearland, Texas 77581
Attn: Renee L. McGuire

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify and any other address by at least fifteen (15) days' written notice to the other.

4.9. Merger and Modification. This Contract, including the referenced exhibits, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties. This Contract is not intended to amend, modify, replace, repeal, or supercede the Original Utility Services Contract or any subsequent amendments thereto, unless expressly provided.

4.10. Severability. The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

4.11. Assignability. This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and, effective upon written notice thereof to the City, shall be assignable by Developer to the District or, prior thereto, to any other entity that will purchase and/or own the Property without the prior written consent of the City.

4.12. Benefits of Contract. This Contract is for the benefit of the City, Developer, and the District and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

4.13. Consent to Annexation of the Property into the District and the City. The Developer has provided evidence to the City that a petition for the annexation of the Property into the District has been presented to the District. The City agrees that it will consider such annexation petition at the time it considers the approval of The Contract and will adopt all resolutions, ordinances and other documents reasonably necessary to evidence such consent to the annexation of the Property into the District. The City further agrees to execute any other documents required by the Commission in connection with the annexation of the Property into the District.

The Developer agrees that it will present to the City a petition to annex the Adjacent Property into the corporate limits of the City within thirty (30) days from the date the City notifies the Developer that it wishes to annex the Adjacent Property.

4.14. Consents and Approvals. Whenever this Contract provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

[EXECUTION PAGES FOLLOW]

LESCO ENTERPRISES, INC.,
a Texas corporation

By: _____

Name: Renee L. McGuire

Title: _____

DRAFT

CITY OF ALVIN, TEXAS

City Manager

ATTEST:

City Secretary

DRAFT

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 24

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

DRAFT

ANNEXATION TRACT

FIELD NOTE DESCRIPTION OF 103.072 ACRES OF LAND, CONSISTING OF ALL OF THAT CERTAIN CALLED 8.59 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2004-061870 AND A PORTION OF THAT CERTAIN CALLED 103.209 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2004-018070 AND A PART OF THAT CERTAIN CALLED 47.988 ACRE TRACT RECORDED IN VOL. 1224, PG. 565 B.C.D.R. AND ALSO BEING A PART OF LOTS 1, 2, 6, 7 AND 8 OF THE SUBDIVISION OF SECTION 21 AS RECORDED IN VOLUME 21, PAGE 26 OF THE BRAZORIA COUNTY DEED RECORDS AND LOCATED IN THE H.T. & B. R.R. SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS, SAID 103.072 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE NORTH LINE OF SAID CALLED 103.209 ACRE TRACT, SAID NORTH LINE, BEARING N 42°04'19" E);

BEGINNING at a 1-inch iron pipe found at the intersection of the centerline of County Road 949A (Cox Lane, 60 feet wide) and the Northeasterly line of said called 103.2095 acre tract for the common corner of Lots 2, 3, 6 & 7 of the Subdivision of Section 21;

THENCE, South 48°03'43" E, along the common line between Lot 2 and Lot 3 of the Subdivision of Section 21, a distance of 1319.22 feet to a 3/4 inch iron pipe found for the Easterly corner of said called 103.209 acre tract and the herein described tract;

THENCE, South 42°01'29" West, along the Southeast line of said 103.209 acre tract, a distance of 1195.03 feet to a 5/8 inch iron rod set for the Southerly corner of the herein described tract;

THENCE, North 67°27'59 West, a distance of 429.96 feet to a 5/8 inch iron rod set for a curve to Left;

THENCE, in a Westerly direction, along said curve to the Left, having a radius of 25.00 feet, a central angle of 93°43'08", an arc length of 40.89 and a chord bearing and distance of South 65°40'27" West, 36.48 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, South 18°48'53 West, a distance of 436.82 feet to a 5/8 inch iron rod set for a curve to Right;

THENCE, in a Southerly direction, along said curve to the Right, having a radius of 520.00 feet, a central angle of 03°43'08", an arc length of 33.75 and a chord bearing and distance of South 20°40'27" West, 33.75 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, South 22°32'01" West, a distance of 73.92 feet to a 5/8 inch iron rod set for a curve to the Left;

THENCE, in a Southerly direction, along said curve to the Left, having a radius of 30.00 feet, a central angle of 89°59'51", an arc length of 47.12 and a chord bearing and distance of South 22°27'55" East, 42.43 feet to a 5/8 inch iron rod set in the Northerly right-of-way line of State Highway No. 6 for corner;

THENCE, North 67°27'50 West, along the Northerly right-of-way line of State Highway No. 6, a distance of 180.00 feet to a 5/8 inch iron rod set for a curve to the Left;

THENCE, in a Northeasterly direction, along said curve to the Left, having a radius of 30.00 feet, a central angle of 90°00'09", an arc length of 47.13 and a chord bearing and distance of North 67°32'06" East, 42.43 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, North 22°32'01 East, a distance of 73.95 feet to a 5/8 inch iron rod set for a curve to the Right;

THENCE, in a Northerly direction, along said curve to the Right, having a radius of 520.00 feet, a central angle of 03°43'09", an arc length of 33.75 and a chord bearing and distance of North 24°23'35" East, 33.75 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, North 26°15'10 East, a distance of 445.61 feet to a 5/8 inch iron rod set for an angle point;

THENCE, North 22°32'01 East, a distance of 17.81 feet to a 5/8 inch iron rod set for corner;

THENCE, North 67°27'59" West, a distance of 883.80 feet to a 5/8 inch iron rod set in the centerline of 40-foot wide platted road, same being the common line between Lots 1 and 8 of the subdivision of Section 21 for corner;

THENCE, North 41°59'48" East, along said centerline of said 40-foot road, a distance of 56.48 feet to a 5/8 inch iron set for the Southerly corner of said called 8.59 acre tract;

THENCE, North 47°58'17 West, a distance of 110.05 feet to a 5/8 inch iron rod set for corner;

THENCE, South 41°59'48 West, a distance of 46.17 feet to a 5/8 inch iron rod set for corner;

THENCE, North 48°04'23 West, a distance of 912.84 feet to a 3/4 inch iron rod found for corner;

THENCE, North 04°24'34 East, a distance of 486.99 feet to a 5/8 inch iron rod set for the South corner of that certain called 37.956 acre tract recorded in Volume 1235, Page 723 of the Brazoria County Deed Records and an exterior corner of the herein described tract;

THENCE, North 42°04'19" East, along the Southeast line of said called 37.965 acre tract, same being the Northwest line of said called 103.209 acre tract, a distance of 1263.59 feet to an iron axle found for the East corner of said 37.965 acre tract and an angle point for the herein described tract;

THENCE, North 41°57'35" East, a distance of 439.26 feet to a 5/8 inch iron rod found for the North corner of said called 103.209 acre tract and the herein described tract;

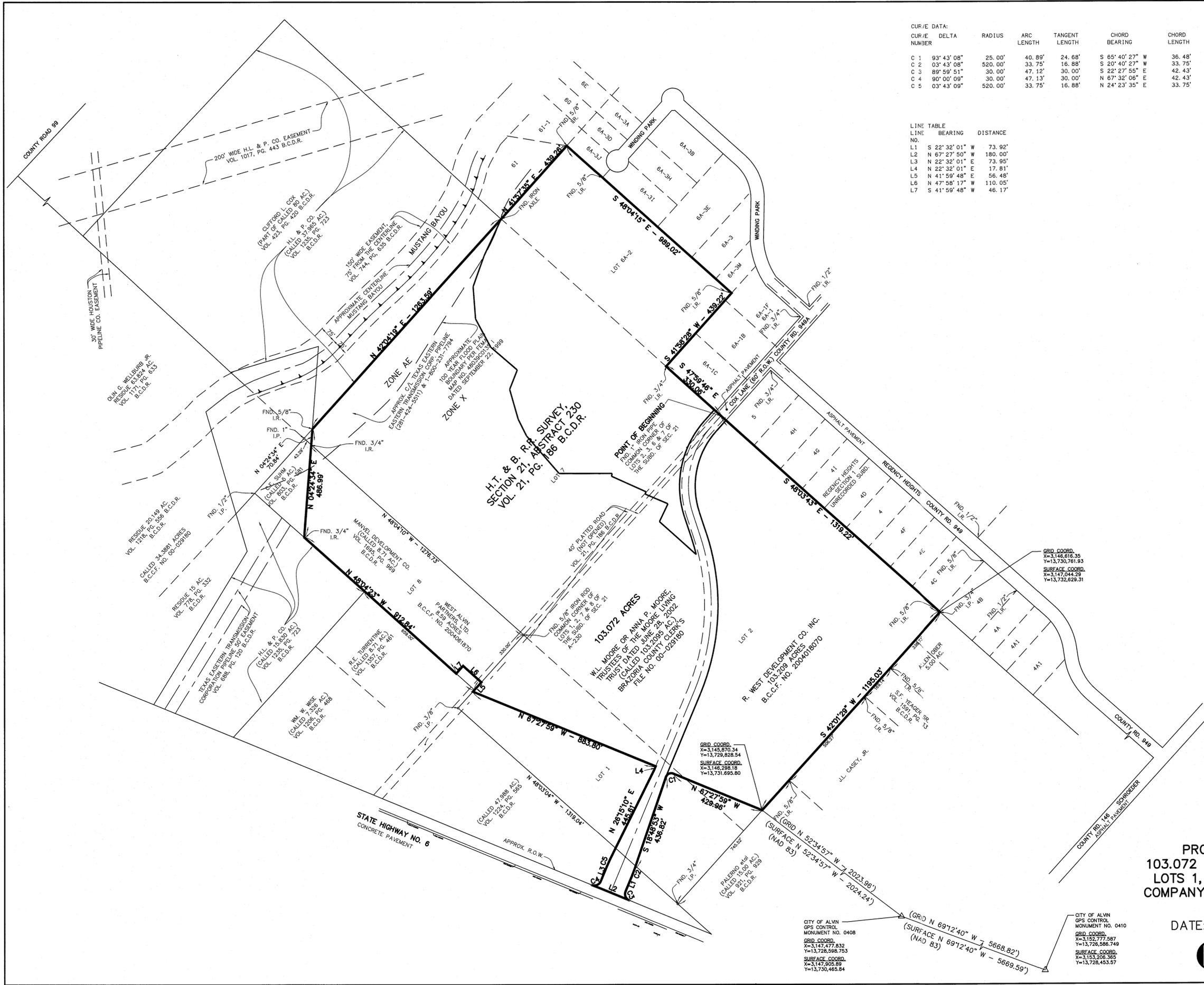
THENCE, South 48°04'15" East, along a Northeast line of said 103.209 acre tract, a distance of 989.02 feet to a 5/8 inch iron rod found for corner;

THENCE, South 41°58'28" West, along a 4-foot high barb wire fence, a distance of 439.22 feet to a 3/4 inch iron rod found for an interior corner of said 103.209 acre tract and the herein described tract;

THENCE, South 47°59'46" East, along a Northeast line of said called 103.209 acre tract, a distance of 330.06 feet to the POINT OF BEGINNING and containing 103.072 acres of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 2nd day of May, 2014

CEI Job NO. 04027-00.0
(bill) SV 04027C.T

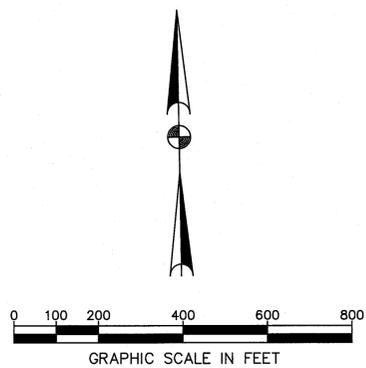
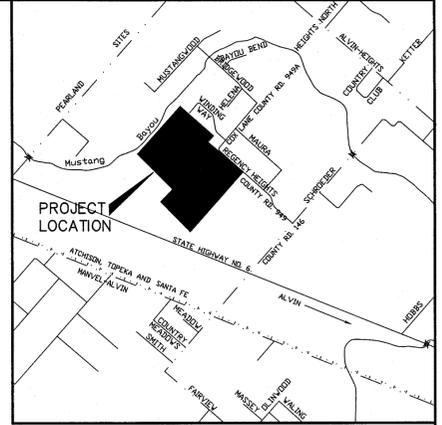


CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD BEARING	CHORD LENGTH
C 1	93° 43' 08"	25.00'	40.89'	24.68'	S 65° 40' 27" W	36.48'
C 2	03° 43' 08"	520.00'	33.75'	16.88'	S 20° 40' 27" W	33.75'
C 3	89° 59' 51"	30.00'	47.12'	30.00'	S 22° 27' 55" E	42.43'
C 4	90° 00' 00"	30.00'	47.13'	30.00'	N 67° 32' 06" E	42.43'
C 5	03° 43' 09"	520.00'	33.75'	16.88'	N 24° 33' 35" E	33.75'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 22° 32' 01" W	73.92'
L2	N 67° 27' 50" W	180.00'
L3	N 22° 32' 01" E	73.95'
L4	N 22° 32' 01" E	17.81'
L5	N 41° 59' 48" E	56.48'
L6	N 47° 58' 17" W	110.05'
L7	S 41° 59' 48" W	46.17'



PROPOSED ANNEXATION EXHIBIT MAP OF 103.072 ACRES OF LAND, OUT OF AND A PART OF LOTS 1, 2, 6, 7 AND 8 IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS.

DATE: MAY, 2014 SCALE: 1" = 200'

CENTURY ENGINEERING, INC.
3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871

GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE AND NAD 83. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. TO CONVERT COORDINATES OR DISTANCES APPLY A COMBINED AVERAGE GRID FACTOR OF 1.000136 AS NEEDED.

CITY OF ALVIN
GPS CONTROL MONUMENT NO. 0408
GRID COORD.
X=3,147,477.832
Y=13,728,598.753
SURFACE COORD.
X=3,147,905.89
Y=13,730,465.84

CITY OF ALVIN
GPS CONTROL MONUMENT NO. 0410
GRID COORD.
X=3,152,777.587
Y=13,728,586.749
SURFACE COORD.
X=3,153,206.385
Y=13,728,453.57

IN WITNESS WHEREOF, this conveyance is executed on _____.

[LESCO ENTERPRISES, INC.,
a Texas corporation]

[BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 24]

By: _____
Name: _____
Title: _____

In accordance with the Contract, the City hereby accepts this Utility Conveyance
and Security Agreement on _____.

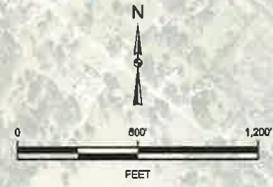
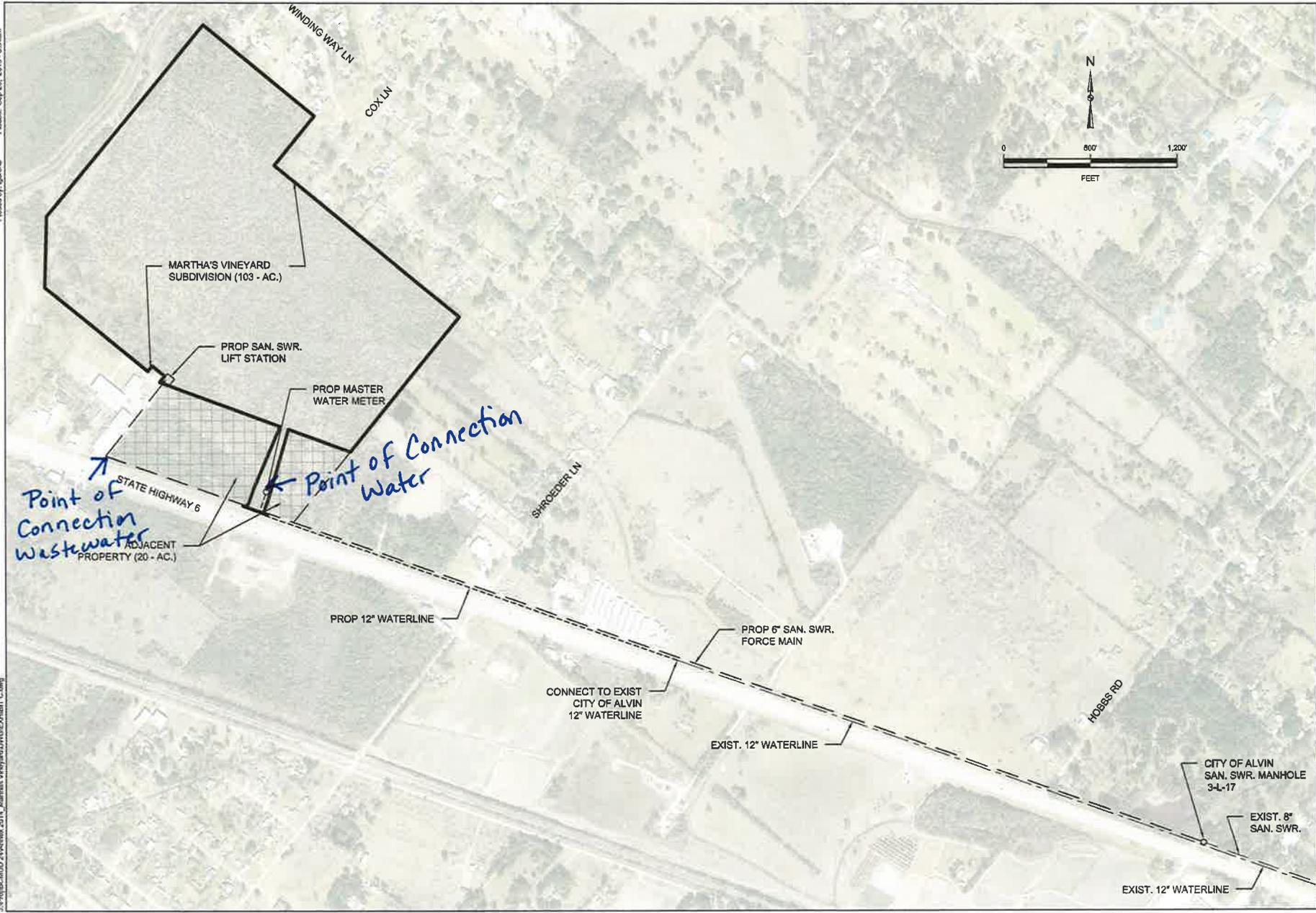
CITY OF ALVIN, TEXAS

By: _____
Name: _____
Title: _____

Exhibit C

Metes and Bounds of the Commercial Property

DRAFT



HUITZOLLARS
Houston
Huitzollars, Inc.
1300 South Dairy Ashford,
Houston, TX 77077, Suite 200
Phone: 281.486.0220
Texas Registered Engineering Firm F-7181

EXHIBIT "C"

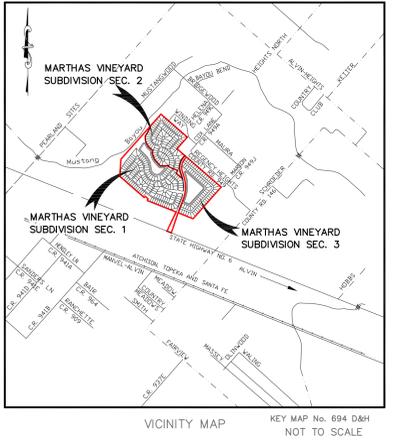
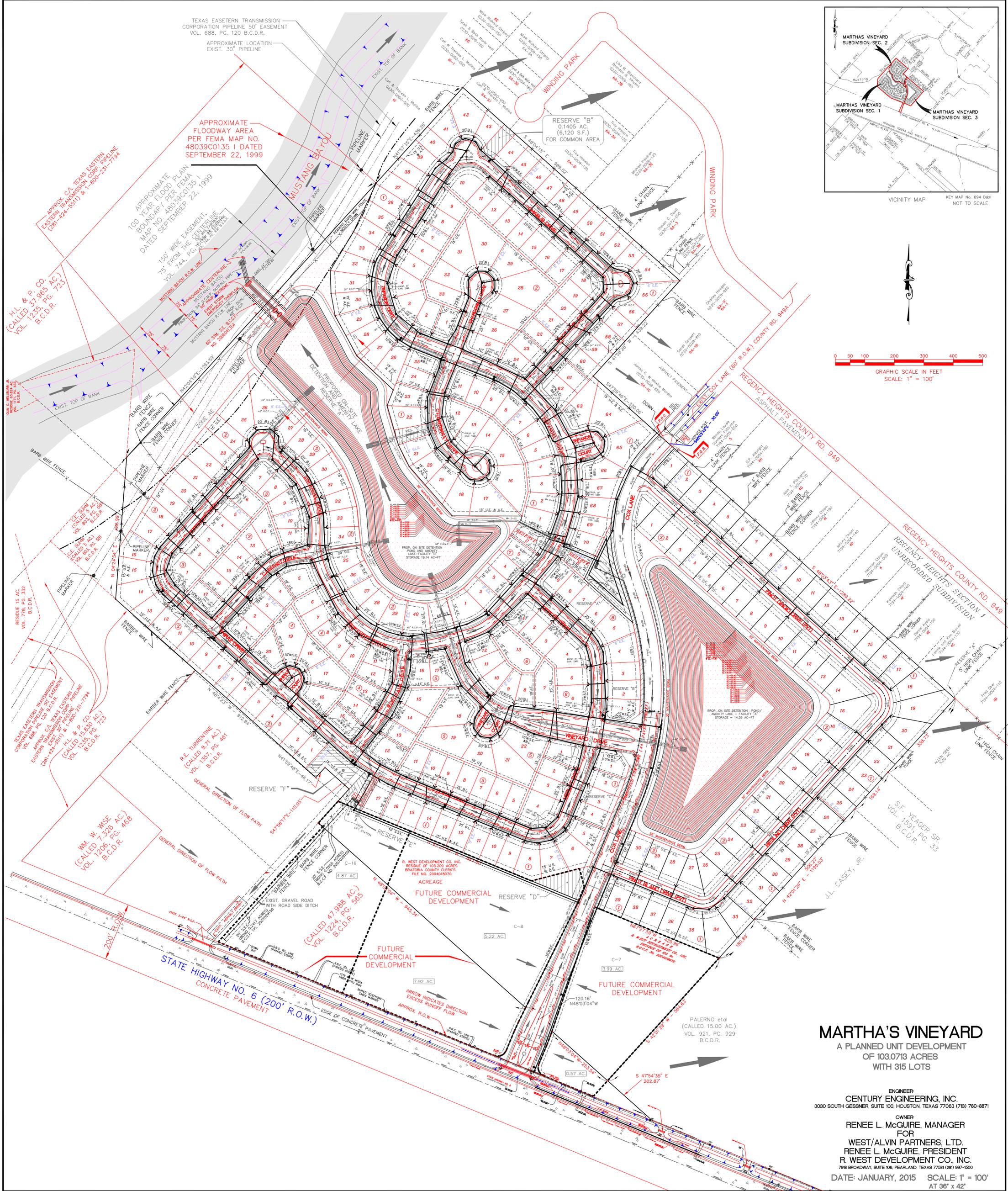
Date:	Scale:
Sep 2015	1" = 600'
Sheet:	1 of 1

Martha's Vineyard Location Aerial



KC Hall





MARTHA'S VINEYARD
 A PLANNED UNIT DEVELOPMENT
 OF 103.0713 ACRES
 WITH 315 LOTS

ENGINEER:
CENTURY ENGINEERING, INC.
 3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871

OWNER:
RENEE L. MCGUIRE, MANAGER
 FOR
WEST/ALVIN PARTNERS, LTD.
RENEE L. MCGUIRE, PRESIDENT
R. WEST DEVELOPMENT CO., INC.
 7918 BROADWAY, SUITE 106, PEARLAND, TEXAS 77581 (281) 997-1500

DATE: JANUARY, 2015 SCALE: 1" = 100'
 AT 36" x 42"



AGENDA COMMENTARY

Meeting Date: 2/4/2016

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider Resolution 16-R-03 establishing the procedure for the May 7, 2016 General Election in Alvin, Texas and providing for related matters thereto.

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

Summary: This is the resolution calling the Municipal General Election for May 7, 2016; and providing for the joint election. This is for the purpose of electing a member from Council District A, Council District D, and At Large Position 2; for a term of three (3) years.

The City of Alvin contracts with the Brazoria County Elections Office to conduct our election. Brazoria County purchased the voting machines required to conduct elections. The City Clerk's Office handles the filings and all the required paper work and postings. The price of the election depends on how many other governing bodies hold an election. The total cost is split between those entities holding an election, which typically ranges anywhere from 25-30. Last year there were only 18 entities holding an election; Alvin's portion was \$ 9,500. An election contract with Brazoria County will be brought to you for approval at the next meeting.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x **Date Completed:** January 26, 2016

Supporting documents attached:

- Resolution 16-R-03

Recommendation: Move to approve Resolution 16-R-03 establishing the procedure for the May 7, 2016 General Election in Alvin Texas and providing for 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 16-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 7, 2016, GENERAL ELECTION IN ALVIN, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 7, 2016, there shall be elected the following officials for this City: a member of Council District A, Council District D and At Large Position 2; for a term of three (3) years;

WHEREAS, the *Texas Election Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City of Alvin, Texas (hereinafter the "City") has made provision to contract with Brazoria County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the "Election Agreement"), and such election agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*; **NOW, THEREFORE**,

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 7, 2016, to elect a member of Council District A, Council District D and At Large Position 2; for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Clerk of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 20, 2016 and continuing through February 19, 2016. Candidates shall file their applications with the City Clerk on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday, with the exception of 8:00 a.m. - 5:00 p.m. on Friday, February 19, 2016. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Clerk as provided by the *Tex. Elec. Code*. Such drawing will be held in the Council Chambers at City Hall on Tuesday, February 23, 2016 at 5:01 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code, the Federal Voting Rights Act of 1965, as amended* and the *City Charter* in all respects. Notice of the election shall be by

publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation published within the City, with the first publication occurring before the fourteenth (14) day before the date of the election; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall and at the aforesaid polling places not later than the twenty-first (21st) day before the election, written in both English and Spanish.

Section 5. Ballots. The ballots for the election shall comply with the *Tex. Elec. 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.

Section 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 7. 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 *Tex. Elec. Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer. Early voting shall commence on Monday, April 25, 2016, and continue through Tuesday, May 3, 2016, and early voting polls shall remain open for the time specified by the *Tex. Elec. 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 for City residents.

Section 8. 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. The polls 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 9. 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 May 7, 2016 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 Joint Election Agreement and Contract for Election Services with Brazoria County approved by the City Council on the ____ day of _____, 2016.

Section 10. Duties of City Clerk and Election Officer. The City Clerk, or his designee, is instructed to aid 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 Clerk 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 *Tex. Elec. 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 *Tex. Elec. 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 *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 11. Election Judges. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the City Council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council will further confirm and appoint the election judges and alternate election judges that are appointed by Brazoria County for the election.

Section 12. Official Newspaper. It is hereby found and determined that THE ALVIN SUN is a newspaper published within the City of Alvin, Texas; is a newspaper of general circulation within the City; and is the official newspaper of the City of Alvin. The City Clerk is hereby authorized and directed to cause notice to be given as directed in above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 13. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Tex. Elec. Code* and the Election Agreement.

Section 14. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 15. 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, Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor