

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

AMENDED-ALVIN CITY COUNCIL AGENDA **THURSDAY, AUGUST 6, 2015** **7:00 P.M. – REGULAR SESSION**

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 droberts@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, August 6, 2015**, at **7:00 p.m.** at: City Hall Council Chambers, 216 W. Sealy, Alvin, Texas, for the purpose of considering the following items:

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **SPECIAL PRESENTATIONS (NONE)**
4. **APPROVAL OF MINUTES**
 - A. Approve minutes of the July 23, 2015 City Council regular meeting.
 - B. Approve minutes of the ~~August 6~~ **July 30**, 2015 City Council special meeting. **(Amended 8/3/15)**
5. **PETITIONS OR REQUESTS FROM THE PUBLIC**
6. **REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**
7. **PUBLIC HEARING - (NONE)**
8. **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.
 - A. Consider approval of street closures related to the annual Alvin Masonic Lodge Car Show fundraiser on Saturday, August 15, 2015 from 7:00 a.m. – 6:00 p.m. at National Oak Park. Street closures are requested as follows: Depot Centre Blvd. @ E. Sealy St., Depot Centre Blvd. @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd., E. Sidnor St. @ Magnolia St., Entrance to National Oak Park parking lot @ E. Sidnor St.
 - B. Consider approval of street closures related to the 11th annual Benezzy Fun Run on Saturday, September 5, 2015 from 7:00 a.m. to 10:30 a.m. Street closures are requested as follows: Second St. @ Adoue St, Adoue St. @ Kost St., Kost St. @ South St., South St. @ Johnson St. and Johnson St. @ Cleveland.

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

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

- A. Discuss and take record vote to propose a tax rate of \$0.8386 per \$100 of assessed valuation which is a 5.66% tax increase above the effective tax rate.
- B. Discuss and consider the adoption of a tax rate that exceeds the effective tax rate of \$0.793642 per \$100 of assessed valuation at the special meeting of the City Council on September 10, 2015 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 20, 2015 at 7:00 P.M. and Thursday, August 27, 2015, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas.
- C. Consider a contract with VYbranz, LLC for cost recovery services; and authorize City Manager to sign.
- D. Consider a variance request from Todd Horman to waive the building setback requirement of Section 21-37(a) of the Code of Ordinances, for four corner lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition.
- E. Consider a final plat for Southern Colony Section 2A, a Planned Unit Development being a subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ, (along FM 521 north of CR 57), Fort Bend County, Texas.
- F. Consider the approval of an Engineering Services Agreement with Klotz Associates in the amount of \$75,000.00 for engineering design services relating to the first phase of the City's Thoroughfare Plan Update; and authorize City Manager to sign.
- G. Consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to repeal certain sections of solid waste collection, disposal provisions and certain sections of water and sewer provisions; first reading.

11. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of August 20, 2015.
- B. Items of Community Interest.

12. 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.

13. 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, August 3, 2015 at 6:00 p.m.**

(SEAL)



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

Dixie Roberts, City

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
REGULAR CITY COUNCIL MEETING
THURSDAY JULY 23, 2015
7:00 P.M

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Council members: Terry Droege, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Robert E. Lee, Police Chief; Brian Smith, Public Services Director; Julie Siggers, CVB Director; Junru Roland, Chief Financial Officer.

INVOCATION

Rev. David Price, Grace Episcopal Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

Council member Reed led the Pledge to the Texas Flag.

SPECIAL PRESENTATIONS

Departmental presentation by the Alvin Convention & Visitors Bureau – Julie Siggers.

Julie Siggers, Director of the Alvin Convention & Visitors Bureau gave a presentation on the duties, functions and status of the Alvin CVB.

APPROVAL OF MINUTES

Approve minutes of the July 9, 2015 City Council regular meeting.

Council member Droege moved to approve the minutes of the July 9, 2015 City Council regular meeting. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Eugene Bower, Alvin, Texas addressed Council regarding service on city boards and commissions.

Garrett Bryce, Alvin, Texas addressed Council with his concerns regarding the recent increase in property tax appraisals.

Dick Tyson, Alvin, Texas thanked Council for their authorization at the last meeting to recognize former Mayors. He thanked staff for creating a more transparent government with the use of current technology.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

PUBLIC HEARING

There was no public hearing.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: (NONE)**OTHER BUSINESS:****Acknowledge receipt of 2014 Delinquent Tax Roll.**

Section 30, Article VII of the City's Charter requires that a copy of the delinquent tax roll be provided to each member of the City Council at a meeting in July of each year. The document is a copy of the outstanding taxes for the tax year 2014 as of July 1, 2015.

Mike Darlow with PerdueBrandonFielderCollins&Mott, LLP Attorneys at Law reviewed the Collection Report dated July 2015 he presented before Council.

Ro'vin Garrett, Brazoria County Tax Assessor and Collector was also present.

Mayor Horn thanked Mr. Darlow and Ms. Garrett for the work they do for the City of Alvin.

Council member Droege moved to acknowledge receipt of 2014 Delinquent Tax Roll. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

Acknowledge receipt of the June, 2015 Financial Report and the Quarterly Investment Report ending June 30, 2015.

Mr. Roland presented the 2015 Financial Report and the Quarterly Investment Report ending June 30, 2015.

Council member Thompson moved to acknowledge receipt of the June, 2015 Financial Report and the Quarterly Investment Report ending June 30, 2015. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

Code enforcement update on 1900 Rosharon Road – Chris Hartman.

Mr. Hartman submitted a request for the inclusion of this item on the July 23, 2015 agenda. Mr Hartman attended the City Council meeting on February 5, 2015 expressing his concerns over the parking of 18 wheelers at this location.

Mr. Hartman addressed Council with his concerns regarding the parking of 18 wheelers at 1900 Rosharon Road.

Ms. Kacz, City Attorney stated that Code Enforcement is actively and aggressively working this case which began last fall. A predevelopment meeting was held with this property owner along with their attorney and relevant department heads. At which time a detailed list of all code violations on the property was given to the owner. The property owner has yet to correct the violations. Citations are being written for noncompliance and will be handled through the municipal court process.

Ms. Breland briefly discussed zoning and land use ordinances. She stated that zoning is used to create certain uses of land. If council were to move forward with such an ordinance, it wouldn't rectify the current problem until there was a non-conforming use. A nonconforming use means that a change would have to occur in the type of business operating out of that location. The city couldn't draw a circle around a geographical area and say that this area is to be zoned residential, and that change is to take place immediately. The City would have to plan for this to take place at some point in the future. There are other ways to clean up code violations around the city other than the use of zoning. Zoning will not solve this unfortunate issue immediately.

Council also discussed the use of a hard surface parking ordinance. Ms. Breland stated that she would not recommend the use of this type of an ordinance in order to rectify this issue.

Consider Resolution No. 15-R-18 approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Kendall Lakes, Sections Three and Six and authorize the Mayor to sign.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated August 5, 2004, with the developer, Skymark Land Development, Inc. Skymark contracted with the City to obtain water supply and wastewater treatment services for Municipal Utility District (MUD) #36 serving Kendall Lakes. Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. The City will now have these facilities in their City System and shall bill and collect for services from its customers within the District. All revenues from these facilities shall be the property of the City. Conveyance of Section One, Two and Five took place in December of 2012.

Council member Reed moved to approve Resolution No. 15-R-18 approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Kendall Lakes, Sections Three and Six; and authorize the Mayor to sign. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider a two-year contract with ActionS to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center.

The Alvin Senior Center has been a hosting site for ActionS Inc., since 1997. Thru the ActionS program, qualified participants in the Alvin area are offered, at no charge, balanced meals, onsite recreational programming and transportation to and from the Senior Center. The ActionS program currently hosts 113 qualified participants at the Alvin Senior Center Monday – Friday from 8a.m.-2:00 p.m.and provides a full time site coordinator with driver.

Council member Reed moved to approve two-year contract with ActionS to continue to provide programs and activities for senior citizens in the Alvin area at the Alvin Senior Center. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of August 6, 2015.

Ms. Breland reviewed the preliminary list of items for the Council meeting of August 6, 2015.

Items of Community Interest.

Ms. Roberts stated that the Bob Owen swimming pool would be open free to the public on Friday, July 24, 2015 due to the sponsorship of the SFA Health Clinic.

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.

Council member Reed thanked Mr. Hartman for attending the meeting and bringing his concerns before Council.

Council member Richards thanked Ms. Breland for the weekly updates sent to Council.

Council member Stuksa asked if any negotiations had been made with Hillcrest Village regarding the emergency services contract. He also stated that he supported Mr. Hartman’s efforts regarding the property at 1900 Rosharon Road.

Mayor Horn stated that work at the detention pond at Kost and South Street is progressing. He thanked all the parties involved in this project.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 7:25 p.m. Seconded by Council member Droege; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
SPECIAL CITY COUNCIL MEETING
THURSDAY JULY 30, 2015
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in *special session* at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Pro-Tem Adam Arendell and Councilmembers: Gabe Adame, Scott Reed, Brad Richards, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager, Junru Roland, Chief Financial Officer and Dixie Roberts, City Clerk.

INVOCATION

Ms. Roberts gave the invocation.

PLEDGE OF ALLEGIANCE

Council member Stuksa led the Pledge of Allegiance.

Council member Reed led the Pledge to the Texas Flag.

OTHER BUSINESS

Acknowledge receipt of the proposed city of Alvin annual budget for the fiscal year (FY) 2015-16, receive presentation by City Manager of a summary of the budget and schedule a public hearing to receive comments from the public on the proposed FY 15-16 annual budget for the regular City Council meeting to be held on Thursday, August, 20, 2015 at 7:00 p.m.

Ms. Breland presented City Council with a copy of the balanced FY 15-16 proposed budget. She reviewed key areas within said document.

Councilmember Reed moved to Acknowledge receipt of the proposed city of Alvin annual budget for the fiscal year (FY) 2015-16, receive presentation by City Manager of a summary of the budget and schedule a public hearing to receive comments from the public on the proposed FY 15-16 annual budget for the regular City Council meeting to be held on Thursday, August, 20, 2015 at 7:00 p.m. Seconded by Councilmember Adame; motion to approve carried on a vote of 6 Ayes.

ADJOURNMENT

Councilmember Adame moved to adjourn the meeting at 7:10 p.m. Seconded by Councilmember Stuksa; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this _____ day of August, 2015.

Paul Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
June 16, 2015**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Charles Buckelew, Chair; Robin Revak-Golden; Chris Hartman; Santos Garza; and Randy Reed. Also present were staff members Kristine Schaffner, Development Coordinator and Michelle Segovia, City Engineer. Absent was Missy Jordan, Vice Chair; Darrell Dailey, Secretary; Sussie Sutton, and Martin Vela.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of June 16, 2015, 2015.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of June 16, 2015. Seconded by Randall Reed, the motion carried on a vote of 5 ayes and 0 nays.

4. Consider a Final Plat for Hector Subdivision (486 Country Road 142), 6.995 acres of land, situated in lots 7 and 8 of the Stevens Subdivision in the I. & G.N. R.R. Company Survey No. 1, Abstract 400, Brazoria County, Texas, according to the plat recorded in volume 28, page 34, deed records of Brazoria County, Texas.

City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to present to City Council. Seconded by Member Reed, the motion carried on a vote of 5 Ayes, 0 Nays.

5. Consider a Final Plat for Mogford Estate 1 (vacant property east of 2105 W. Blum) 0.6 acres being part of block 68 of Easton's Addition to the City of Alvin, as described as tract 3, file number 02-017033, official records of real property, Brazoria County, Texas, according to the plat recorded in volume 32, page 26, deed records of Brazoria County, Texas.

City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to present to City Council. Seconded by Member Hartman, the motion carried on a vote of 5 Ayes, 0 Nays.

6. Consider a Final Plat for Mogford Estate 2 (vacant property east of 1922 W. Blum) 0.6 acres being part of block 69 of Easton's Addition to the City of Alvin, as described as tract 3, file number 02-017033, official records of real property, Brazoria County, Texas, according to the plat recorded in volume 32, page 26, deed records of Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to present to City Council. Seconded by Member Hartman, the motion carried on a vote of 5 Ayes, 0 Nays.

7. Consider a Final Plat for Southern Colony Section 2A, a Subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ, Fort Bend County, Texas being a partial replat of the T.W. & J.H.B. House Subdivision recoded in Volume 7, Page 301 of the Fort Bend County Deed Records. City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to recommend for approval to present to City Council. Seconded by Member Hartman, the motion carried on a vote of 5 Ayes, 0 Nays.

8. Reports or Requests from Commission Members.

Commission Members and City Engineer discussed Corridor Land Use Ordinance and it's application. Santos Garza mentioned a property that had high grass.

9. Staff Report and Update.

Michelle Segovia, City Engineer, inform the members about the new City Manager including her greet and meet night at City Hall.

10. Items for the Next Meeting.

Michelle Segovia, City Engineer, stated that she may receive a final plat for Kendall Lakes Section 4 and Southern Colony Section A for the next agenda

11. Adjournment.

Commission Member Randall Reed motioned to adjourn the meeting, seconded by Robin Revak-Golden. The motion carried on a vote of 5 ayes. The meeting ended at 6:21pm.



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Parks & Recreation Dept.

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Consider approval of street closures related to the annual Alvin Masonic Lodge Car Show fundraiser on Saturday, August 15, 2015 from 7:00 a.m. – 6:00 p.m. at National Oak Park. Street closures are requested as follows: Depot Centre Blvd. @ E. Sealy St., Depot Centre Blvd. @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd., E. Sidnor St. @ Magnolia St., Entrance to National Oak Park parking lot @ E. Sidnor St.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The Alvin Masonic Lodge #762, a non-profit organization, will be hosting it's annual car show August 15, 2015 at National Oak Park as a fundraiser benefiting various endeavors such as scholarships, charitable contributions and operational expenses. Street closures have been requested beginning at 7:00AM and ending 6:00PM on Saturday, August 15, 2015 for this event. Street closures are requested as follows: Depot Centre Blvd @ E. Sealy St., Depot Centre Blvd @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd, E. Sidnor St. @ Magnolia St., Entrance to National Oak Park Parking Lot @ E. Sidnor St.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: n/a **Amount** n/a

Legal Review Required: N/A Required **Date Completed** 7/9/2015

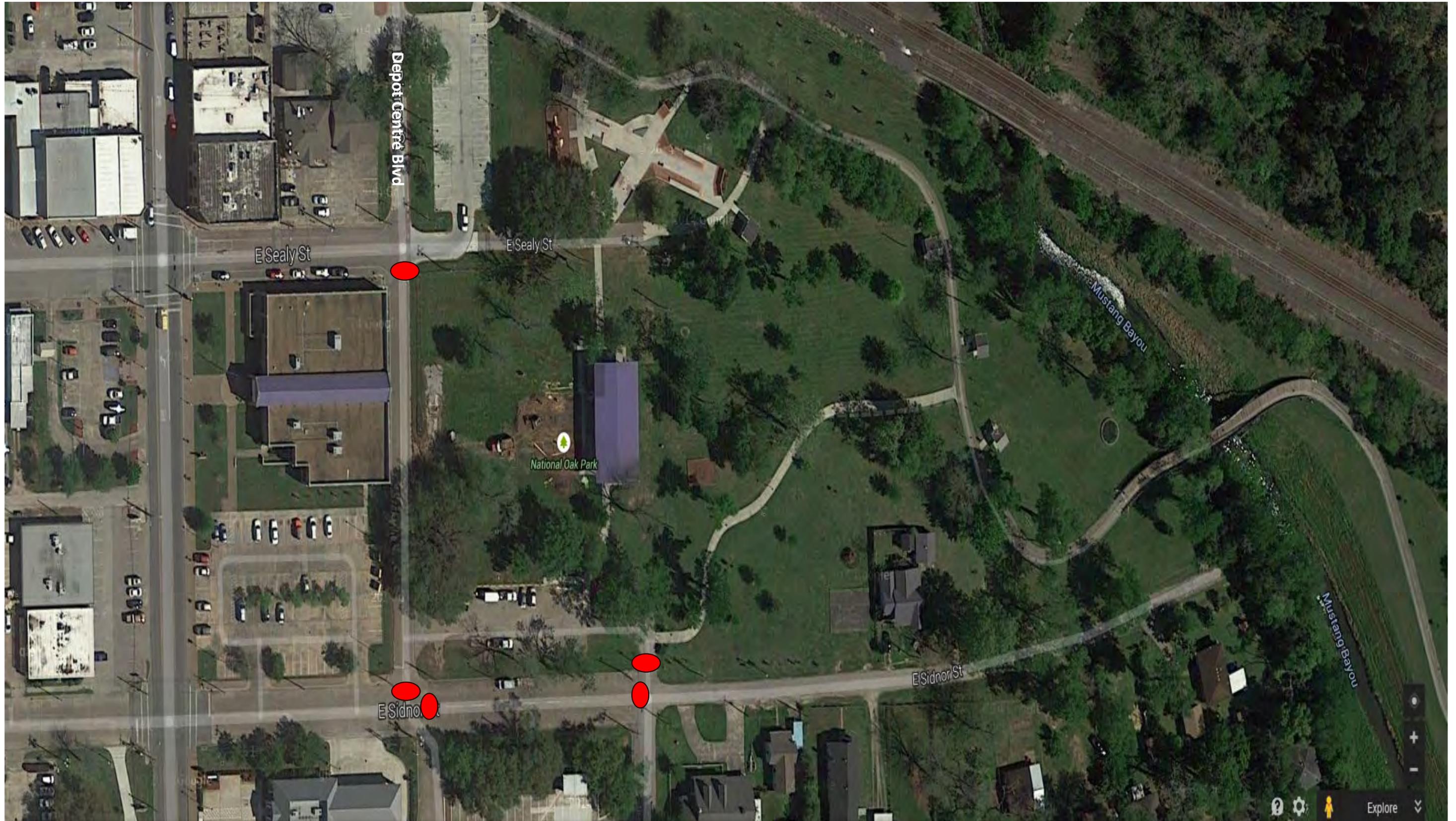
Supporting documents attached:

- Map

Recommendation: Move to approve the street closures associated with the Alvin Masonic Lodge Car Show.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable
Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager

2015 MASONIC LODGE CAR SHOW





AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec. Director

Agenda Item: Consider approval of street closures related to the 11th annual Beneezy Fun Run on Saturday, September 5, 2015 from 7:00 a.m. to 10:30 a.m. Street closures are requested as follows: Second St. @ Adoue St, Adoue St. @ Kost St., Kost St. @ South St., South St. @ Johnson St. and Johnson St. @ Cleveland.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This street closure is an effort to support the 11th Annual Beneezy Fun Run, a fundraiser directed to providing scholarships to Alvin Independent School District students. Street closures are requested from 7:00 a.m. to 10:30 a.m. for the following streets: Second St. at Adoue St, Adoue St. at Kost St., Kost St. at South St., South St. at Johnson St. and Johnson St. at Cleveland St.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: n/a **Amount** n/a

Legal Review Required: N/A Required **Date Completed** [Click here to enter a date.](#)

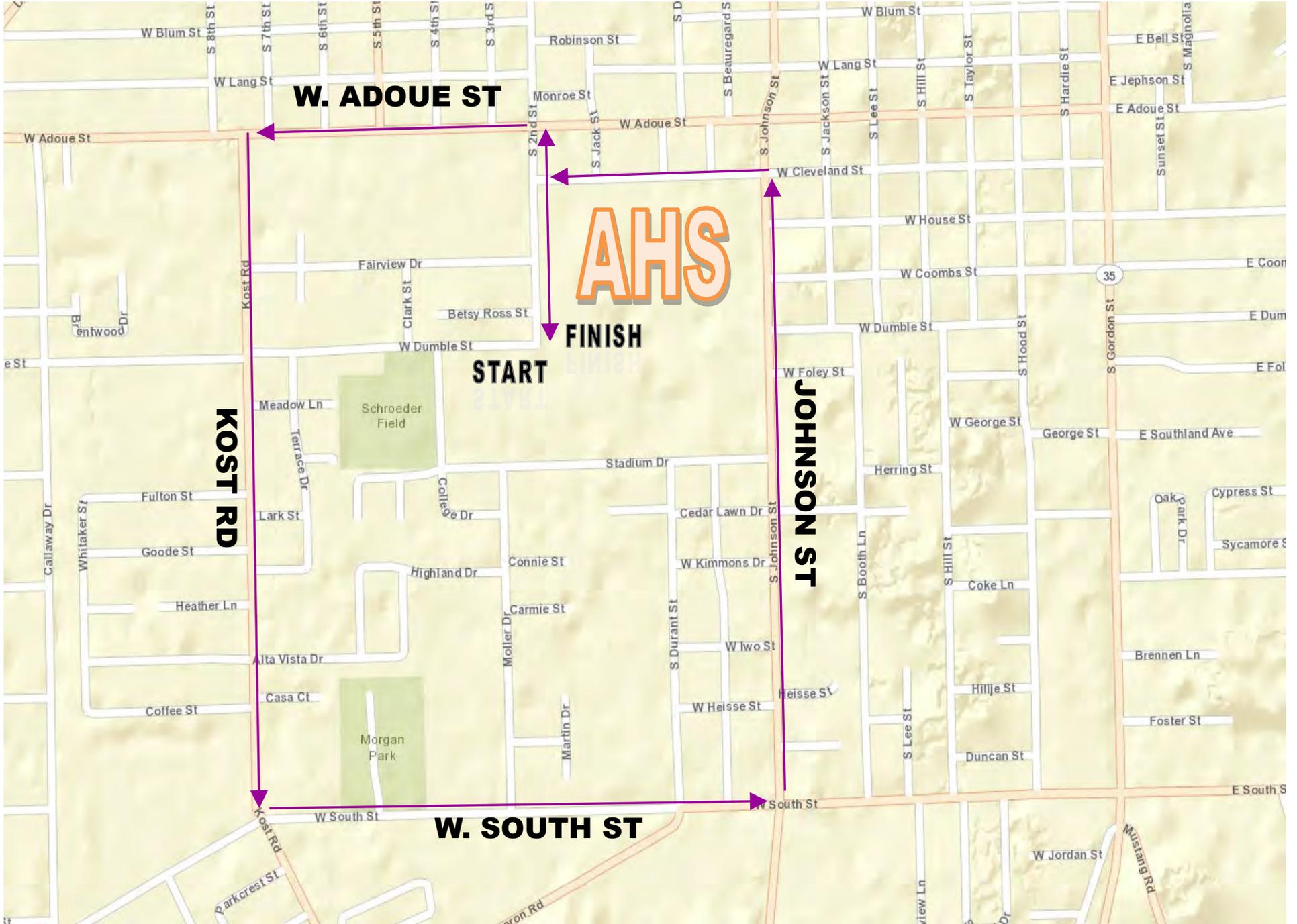
Supporting documents attached:

- Map

Recommendation: Move to approve street closures for the 11th annual Beneezy Purple Fun Run.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable
Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager

Beneezy Purple Monkey Fun Run





AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Discuss and take a record vote to propose a tax rate of \$0.8386 per \$100 of assessed valuation which is a 5.66% tax increase above the effective tax rate.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: For FY 2016, staff is proposing to maintain the current tax rate of \$0.8386 per \$100 of assessed valuation. This item must be approved by a record vote of the City Council.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** [Click here to enter a date.](#)

Supporting documents attached:

▪

Recommendation: Move to propose a tax rate of \$0.8386 per \$100 of assessed valuation which is a 5.66% tax increase above the effective tax rate.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable
Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Discuss and consider the adoption of a tax rate that exceeds the effective tax rate of \$0.793642 per \$100 of assessed valuation at the special meeting of the City Council on September 10, 2015 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 20, 2015 at 7:00 P.M. and Thursday, August 27, 2015, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: According to the Local Government Code, when a proposed rate exceeds the lower of the rollback rate or the effective tax rate, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule two public hearings on the proposal. The second hearing may not be held earlier than the third day after the date of the first hearing. For FY 2016, even though we are proposing to maintain the City's current tax rate, that rate still exceeds the State's calculated effective tax rate. As a result, we are required to have 2 public hearings on the tax rate prior to adoption.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 7/29/2015

Supporting documents attached:

- Effective Tax Rate Worksheet
- Tax Levy Comparison

Recommendation: Move to consider the adoption of a tax rate that exceeds the effective tax rate of \$0.793642 per \$100 of assessed valuation at the special meeting of the City Council on September 10, 2015 at 7:00 P.M.; and hold two public hearings concerning the tax rate: Thursday, August 20, 2015 at 7:00 P.M. and Thursday, August 27, 2015, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

2015 Effective Tax Rate Worksheet CITY OF ALVIN

Date: 07/30/2015 02:07 PM

1. 2014 total taxable value. Enter the amount of 2014 taxable value on the 2014 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$1,001,208,293
2. 2014 tax ceilings. Counties, cities and junior college districts. Enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2014 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,001,208,293
4. 2014 total adopted tax rate.	\$0.838600/\$100
5. 2014 taxable value lost because court appeals of ARB decisions reduced 2014 appraised value. A. Original 2014 ARB Values.	\$2,066,170
B. 2014 values resulting from final court decisions.	\$1,100,000
C. 2014 value loss. Subtract B from A. ³	\$966,170
6. 2014 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$1,002,174,463
7. 2014 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2014. Enter the 2014 value of property in deannexed territory. ⁴	\$0
8. 2014 taxable value lost because property first qualified for an exemption in 2015. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2014 market value:	\$2,146,413
B. Partial exemptions. 2015 exemption amount or 2015 percentage exemption times 2014 value:	\$3,360,599
C. Value loss. Add A and B. ⁵	\$5,507,012
9. 2014 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2015. Use only properties that qualified in 2015 for the first time; do not use properties that qualified in 2014.	
A. 2014 market value:	\$196,772
B. 2015 productivity or special appraised value:	\$15,480

C. Value loss. Subtract B from A. ⁶	\$181,292
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$5,688,304
11. 2014 adjusted taxable value. Subtract Line 10 from Line 6.	\$996,486,159
12. Adjusted 2014 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$8,356,532
13. Taxes refunded for years preceding tax year 2014. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2014. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014. ⁷	\$21,240
14. Taxes in tax increment financing (TIF) for tax year 2014. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0. ⁸	\$137,500
15. Adjusted 2014 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$8,240,272
16. Total 2015 taxable value on the 2015 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$1,018,378,289
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property:	\$0
D. Tax increment financing: Deduct the 2015 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2015 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	\$20,378,544
E. Total 2015 value. Add A and B, then subtract C and D.	\$997,999,745
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2015 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$69,482,975
B. 2015 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$0

C. Total value under protest or not certified: Add A and B.	\$69,482,975
18. 2015 tax ceilings. Counties, cities and junior colleges enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$0
19. 2015 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$1,067,482,720
20. Total 2015 taxable value of properties in territory annexed after Jan. 1, 2014. Include both real and personal property. Enter the 2015 value of property in territory annexed. ¹⁶	\$0
21. Total 2015 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2014. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2014, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2015. ¹⁷	\$29,197,118
22. Total adjustments to the 2015 taxable value. Add Lines 20 and 21.	\$29,197,118
23. 2015 adjusted taxable value. Subtract Line 22 from Line 19.	\$1,038,285,602
24. 2015 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.793642/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2015 county effective tax rate. ¹⁹	

A county, city or hospital district that adopted the additional sales tax in November 2014 or in May 2015 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(15)

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c)

¹³Tex. Tax Code Section 26.04 and 26.041

¹⁴Tex. Tax Code Section 26.04 and 26.041

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

2015 Rollback Tax Rate Worksheet CITY OF ALVIN

Date: 07/30/2015

26. 2014 maintenance and operations (M&O) tax rate.	\$0.693885/\$100
27. 2014 adjusted taxable value. Enter the amount from Line 11.	\$996,486,159
28. 2014 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$6,914,467
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2014. Enter amount from full year's sales tax revenue spent for M&O in 2014 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$2,094,941
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2014: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.	\$17,191
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0.	\$114,125
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$8,912,474
29. 2015 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$1,038,285,602
30. 2015 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.858384/\$100
31. 2015 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.927054/\$100

<p>32. Total 2015 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p>	<p>\$1,352,724</p> <p>\$0</p> <p>\$0</p> <p>\$1,352,724</p>
33. Certified 2014 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2015 debt. Subtract Line 33 from Line 32D.	\$1,352,724
35. Certified 2015 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2015 debt adjusted for collections. Divide Line 34 by Line 35	\$1,352,724
37. 2015 total taxable value. Enter the amount on Line 19.	\$1,067,482,720
38. 2015 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.126720/\$100
39. 2015 rollback tax rate. Add Lines 31 and 38.	\$1.053774/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2015 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2015 Additional Sales Tax Rate Worksheet

CITY OF ALVIN

Date: 07/30/2015

41. Taxable Sales. For taxing units that adopted the sales tax in November 2014 or May 2015, enter the Comptroller's estimate of taxable sales for the previous four quarters. ¹ Taxing units that adopted the sales tax before November 2014, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ² Taxing units that adopted the sales tax in November 2014 or in May 2015. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³ - or - Taxing units that adopted the sales tax before November 2014. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$2,099,768
43. 2015 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,067,482,720
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0.196703/\$100
45. 2015 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.793642/\$100
46. 2015 effective tax rate, adjusted for sales tax. ⁴ Taxing units that adopted the sales tax in November 2014 or in May 2015. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2014.	\$0.793642/\$100
47. 2015 rollback tax rate, unadjusted for sales tax. ⁵ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$1.053774/\$100
48. 2015 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.857071/\$100

¹Tex. Tax Code Section 26.041(d)

²Tex. Tax Code Section 26.041(i)

³Tex. Tax Code Section 26.041(d)

⁴Tex. Tax Code Section 26.04(c)

⁵Tex. Tax Code Section 26.04(c)

2015 Additional Sales Tax Rate Worksheet

CITY OF ALVIN

Date: 07/30/2015 02:07 PM

41. Taxable Sales. For taxing units that adopted the sales tax in November 2014 or May 2015, enter the Comptroller's estimate of taxable sales for the previous four quarters. ¹ Taxing units that adopted the sales tax before November 2014, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ² Taxing units that adopted the sales tax in November 2014 or in May 2015. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³ - or - Taxing units that adopted the sales tax before November 2014. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$2,099,768
43. 2015 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,067,482,720
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0.196703/\$100
45. 2015 effective tax rate, unadjusted for sales tax. ⁴ Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.793642/\$100
46. 2015 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2014 or in May 2015. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2014.	\$0.793642/\$100
47. 2015 rollback tax rate, unadjusted for sales tax. ⁵ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$1.053774/\$100
48. 2015 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.857071/\$100

¹Tex. Tax Code Section 26.041(d)

²Tex. Tax Code Section 26.041(i)

³Tex. Tax Code Section 26.041(d)

⁴Tex. Tax Code Section 26.04(c)

⁵Tex. Tax Code Section 26.04(c)

2015 Governing Body Summary

Comparison of This Year's Tax Levy with Last Year's Tax Levy

CITY OF ALVIN

Date: 07/30/2015

Last Year's Total Tax Levy**: \$8,425,475

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY***	TAX LEVY INCREASE****
Last Year's Tax Rate	\$0.838600	\$8,951,910	\$526,435
Effective Tax Rate	\$0.793642	\$8,471,991	\$46,516
Notice & Hearing Limit*****	\$0.793642	\$8,471,991	\$46,516
Rollback Tax Rate	\$0.857071	\$9,149,085	\$723,610
Proposed Tax Rate	\$0.838600	\$8,951,910	\$526,435

2014 M & O Tax Levy = \$6,971,219

2015 Debt Rate : \$.126720 (must adopt)

EFFECTIVE RATE AS TAX RATE

NO TAX INCREASE

Debt Rate: \$.126720
M & O Rate \$.666922 = M & O Taxes \$7,119,277 additional \$148,148 above 2014
Total Effective Rate \$.793642

ROLLBACK RATE AS TAX RATE

THIS IS A 7.99% TAX INCREASE

Debt Rate: \$.126720
M & O Rate \$.730351 = M & O Taxes \$7,796,371 additional \$825,242 above 2014
Total Effective Rate \$.857071

2014 TAX RATE AS TAX RATE

THIS IS A 5.66% TAX INCREASE

Debt Rate: \$.126720
M & O Rate \$.711880 = M & O Taxes \$7,599,196 additional \$628,067 above 2014
Total Rate \$.838600



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Finance

Contact: Junru Roland, CFO

Agenda Item: Consider a contract with Vybranz, LLC for cost recovery services; and authorize City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary:

Vybranz LLC (Vybranz) is a global expense management company providing cost reduction solutions to reduce operational expenses and increase profitability. Staff is recommending the engagement of Vybranz to audit the City's telecommunications and Emergency Management Service billings; as well as utilities and tax-related costs and expense areas for reduction, recovery, or revenue generation. There are not any upfront costs associated with the proposed engagement agreement. The City will remit to Vybranz 35% of the net savings resulting from their services.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** [Click here to enter a date.](#)

Supporting documents attached:

- Engagement Agreement

Recommendation: Move to approve contract with Vybranz LLC for cost recovery services; and authorize 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

ENGAGEMENT AGREEMENT

VYBRANZ LLC
101 E. Broadway, P.O. Box 876
Prosper, TX 75078

Customer: City of Alvin
Address: 216 W. Sealy
City, State, Zip: Alvin, TX 77511

SERVICES TO BE RENDERED. This Engagement Agreement (the "Agreement") is made this **6th day of August 2015** (the "Effective Date") by and between **VYBRANZ LLC** (the "Company") and the **City of Alvin** (the "Customer" or "City"). During the term of this Agreement, (the Company) will furnish expense management, cost reduction, billing auditing, billing review and recovery, procurement, consulting services, and advice (collectively, the "Services") as specifically requested by or authorized by the Customer, through **Sereniah Breland, City Manager**, Customer's Primary Agent. The services and advice will relate to matters or work being done or planned by the Customer in the fields of **Telecommunications (telephone, internet, data, air cards, cable, managed internet services), EMS Billing and related tax-related costs and expense areas for reduction, recovery or revenue generation**, and will be within the area of the Company's technical and operating competence, and will specifically include the following:

1. **EXPENSE REDUCTION SERVICES TO BE RENDERED.** Review of usage and expense for cost reduction solutions. Initial approach is to provide a comprehensive review and analyze current provider(s), blend of products and services to determine satisfaction of delivery, cost, service, and determine points of negotiation. The Company may also obtain and present competitive market information with alternative providers designed to help drive the market-price down from either existing or new providers if deemed necessary. The Company may recommend modifications to existing products with the Customer's current provider(s).
 - (a) Any alterations to products, services, or providers will be in complete consultation with and with the full knowledge and written approval of the Customer.
 - (b) The Customer is and will be under no obligation to accept any proposal, cost reduction, revenue generation recommendation of the Company, or to alter or take any action to alter any product, service, or provider except as described in Section 2. Sub-Section (c).
 - (c) The Company may uncover errors in billing or funds that were inaccurately charged to the Customer and, if authorized by the Customer, will seek billing adjustments as well as recovery, refund or credit of appropriate funds.
 - (d) The Company may also identify opportunities for incremental increases of revenue related to the expense area.
 - (e) The Customer may not implement any savings recommendations without the express Knowledge of the Company for 24 months from the date of the recommendations.
 - (f) The Customer may have projects, capital expenditures and other expense items that the

Customer has gathered bids for and has what it believes to be the “best offer”. The Company’s “Best-And-Final-Offer” (BAFO) process begins after the Customer has gathered bids and received the final proposal from the selected vendor and before the contract is signed. The Company will enter the process in an effort to drive deeper savings and lower costs from the vendor’s final proposal. The Company will also review terms and conditions of the contract and advise the Customer.

1.2. The Customer shall assist the Company by providing necessary information and assistance and support to included, but not limited to the following:

- (a) Provide the Company with existing ordinance(s), contract(s), vendor and supplier information, billing reports and other information relevant to the review when requested.
- (b) Inform the Company of any circumstances concerning existing vendors or payees.
- (c) Provide the Company written authorization for all providers/vendors to be reviewed.

2. PAYMENT OF FEES FOR EXPENSE REDUCTION. In consideration of the Services, the Customer shall pay the Company an amount equal to thirty-five percent (35%) of the Customer’s net total savings resulting from the Services beginning when the Customer first has net savings under an amended or a new agreement or arrangement with an existing or a new provider and continuing for 24 consecutive months. Net total savings shall be defined as the difference between the cost for services before cost reduction, auditing review and the cost for services after cost reduction auditing review. The Company will monitor the ongoing expense area for 24 months to ensure positive cash flow, validate billing accuracy and vendor compliance.

- (a) If the amended or a new agreement or arrangement with an existing or a new provider is less than or greater than 24 consecutive months, the Customer will pay the Company thirty-five percent (35%) of the Customer’s net total savings for 24 consecutive months.

Example: Monthly reduction in expense

\$3,000 monthly savings to Customer X 35% = \$1,050 due Company payable to Company for 24 months.

- (b) Compensation shall be an amount equivalent to thirty-five percent (35%) of the refunds received by the Customer, whether the refund is in the form of cash or credit to the Customer’s accounts, or any other form of payment or reimbursement from the vendors and suppliers as a result of past erroneous billings.

Example: One-time refund

\$5,000 one-time refund due Customer X 35% = \$1,750 one-time payable to Company.

- (c) The Customer may be directly or indirectly involved in the negotiation, discussion, assessment, and/or analysis of the Service and such involvement does not reduce or change the 35% payment to the Company of net total savings. After the date that the Customer specifically requests or authorizes the Company to begin Services the Customer agrees that but for the efforts of the Company, savings would not have been achieved and will pay the Company 35% of net total savings. The compensation payable to the Company by the Customer regarding the Customer’s net total savings resulting directly from the Services, with respect to one-time expenses that the Customer pays or incurs, will be billed at an amount equal to 35% of the one-time savings.

- (d) If the Customer or a member of the Customer's staff engages in an area of consulting and cost and billing auditing in parallel to an expense area that the Company has been specifically requested and authorized to review and if the Customer signs a vendor contract or agreement during the time of review for that expense area the Customer agrees to pay the Company 100% of the savings as defined in Section 2 in one-time payment equivalent to the amount paid over 24 months as payment and in consideration for the work-hours, expense and effort of the Company to produce savings results.
- (e) Benchmarks for the Company billing for *Best-and-Final-Offer* (BAFO) will be determined with the Customer prior to the BAFO process. Net total savings will be the difference from the price in the final proposal and the price that the Company negotiates on behalf of the Customer. Savings obtained from BAFOs for one-time savings will be billed at 35% of the one-time savings. If the expense area is billed to the Customer on a monthly basis, the Customer shall pay the Company 35% of savings for 24 month period for projects that result in monthly savings.
- (f) Billing will commence within 30 days of the Customer achieving actual net savings for each completed project and may result in multiple invoices or billing line items for each completed Cost Reduction Project. Invoices are payable net 30 days. In each case, the Customer's payments of compensation to the Company will be made in response to invoices sent to the Customer by the Company. For projects that generate revenue, the Company will bill 35% of the incremental revenue increase for 24 months.

3. REVENUE RECOVERY AND AUDITING SERVICES TO BE RENDERED. The Company shall perform such services as are necessary to review and determine the accuracy and assurance of revenue for **Utilities (electric, gas, waste, cable, telecom) Franchise Fees** of the City. The Company is to review, identify and document billing errors, seek adjustments, validate and assure all revenue and secure recovery of overlooked revenue and verify compliance with franchise agreements and regulations. The Company may also advise and consult the City of the potentials for increased revenue generation and may make recommendations that would take advantage of missed opportunities in future contracts or agreements. The Company may also advise and consult the City of the potentials for reduced costs or more advantageous allocations for future revenue generation or expense reduction.

- (a) Any alterations to reports, products, services, or providers will be in complete consultation with and with the full knowledge and written approval of the City.
- (b) The City is and will be under no obligation to accept any reports, proposal, cost reduction, revenue generation or refund recommendation of the Company, or to alter or take any action to alter any product, service, or provider.
- (c) The Company cannot and does not establish the tax rates due from taxpayers; or penalties and fees that are assessed against taxpayers. The Company does not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

3.1 The City shall assist the Company by providing necessary information and assistance and support to included, but not limited to the following:

- (a) Provide the Company with existing ordinance(s), contract(s), vendor and provider information and billing reports and other information relevant to the audit when requested.

- (b) Inform the Company of any circumstances concerning existing payees.
- (c) Provide the Company written authorization for all providers and vendors to be audited.

4. PAYMENT OF FEES FOR REVENUE AUDITS. In consideration of Revenue Auditing Services, the Customer shall pay the Company a deposit of Twelve Hundred Dollars (\$1,200) deductible for each Franchise Fee Area agreed upon from the Customer.

- (a) As a direct result of the Company's identification and recovery of amounts due the City, further compensation shall be an amount equivalent to thirty-five (35%) percent of the refunds received by the City, whether the refund is in the form of cash or credit to the City's accounts, or any other form of payment or reimbursement as a result of past erroneous billings. The Company will credit the total amount of the deductible from the amount identified as a result of the audit and will invoice on the balance owed.

Example: One-time refund

\$10,000 one-time refund due Customer X 35% = \$3,500 due Company - \$1,200 (deductible) = \$2,300 one-time payable to Company.

If no recovery, refund or credit results from the audit, there are no additional fees due to the Company and the Company will not refund the deductible.

Example: No refund

No additional funds recovered for Customer X 35% = \$0 due Company - \$1,200 (deductible) = \$1,200 payable to Company.

- (b) Company is also entitled to receive thirty-five (35%) percent of additional increase of remittance for future cash flow based on the correction of the erroneous billings when the City's total revenue increase resulting from the Services beginning when the City first has net revenue after billing is corrected or identified with an existing or a new provider and continuing for 24 consecutive months. Net total revenue or savings shall be defined as the difference between the amount of revenue before billing auditing review and the amount of revenue after auditing review. The Company will credit the total amount of the deductible from the amount identified as a result of the audit and will invoice on the balance owed. The Company will monitor the ongoing franchise fee area for 24 months to ensure positive cash flow, validate billing accuracy and vendor compliance.

Example: Revenue Increase

\$10,000 incremental increase due to Customer X 35% = \$3,500 due Company - \$1,200 (deductible applied to 1st invoice) = \$2,300 fee payable to Company on 1st invoice

- (c) The City may be directly or indirectly involved in the analysis of the Service and such involvement does not reduce or change the 35% payment to the Company of net total revenue. After the date that the City specifically requests and authorizes the Company to begin Services the City agrees that but for the efforts of the Company, billing errors would not have been achieved and will pay the Company 35% of net total savings.

- (d) Billing will commence within 30 days of the City achieving actual revenue for each completed project and may result in multiple invoices or billing line items for each

completed auditing project. Invoices are payable net 30 days. In each case, the City's payments of compensation to the Company will be made in response to invoices sent to the City by the Company.

TERMS AND CONDITIONS

5. **TAXES.** The fees and charges for the Services will be exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on the Company's invoice and the Customer shall be liable for the payment of such taxes to the Company. Notwithstanding the foregoing, the Customer shall not be responsible for any foreign, federal, state or local taxes based on the Company's net income or receipts, or such other taxes based on the Company doing business in any particular jurisdiction.

6. **OWNERSHIP OF WORK.** The ownership of original source codes, financial models, process design, design templates, workflow charts, artwork, including sketches and any other materials created by the Company in the cost reduction process owned and used by the Company to perform the Services shall remain with the Company. Nothing in this Agreement contemplates or requires the transfer of any property or intellectual-property rights from the Customer to the Company or from the Company to the Customer.

7. INDEMNIFICATION.

(a) **INDEMNIFICATION BY CUSTOMER.** Except as otherwise herein provided and to the extent allowed by law, the Customer agrees to indemnify, defend and hold harmless the Company, and its owners and its agents, officers, directors, lawyers, accountants, and employees, from and against any and all losses, claims, demands, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees and the costs of any legal action arising from any claims because of the Customer's use or implementation, or any improper use, of the Services rendered by the Company in accordance with the terms and conditions of this Agreement.

(b) **INDEMNIFICATION BY COMPANY.** Except as otherwise herein provided and to the extent allowed by law, the Company agrees to indemnify, defend and hold harmless the Customer and its agents, officers, directors, lawyers, accountants, and employees from and against any and all losses, claims, demands, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees and costs of any legal action arising from the Services under this Agreement.

(c) **SCOPE OF INDEMNIFICATION.** Indemnification under this paragraph 7 shall include, but not be limited to, claims for libel, slander, infringement of copyright, theft of misappropriation of intellectual property, or unauthorized use of any trademark, trade name, or service mark. In no event will either party be liable for lost or damaged data, loss of business, or anticipatory profits, or any other consequential or incidental damages resulting from the use or operation of the Services or the maintenance thereof.

8. **LIMITATION OF DAMAGES.** The Company will endeavor to provide high quality Services and a high quality Product. However, the Company is not, and will not be responsible for any consequential or incidental damages resulting from any issues or malfunction resulting from the delivery of Product(s) or Service(s) provided by recommended third party vendors and/or suppliers, including, but not limited to, any interruptions of service.

9. **TERMINATION OF AGREEMENT.**

(a) **MATERIAL BREACH.** If either party is in material breach of this Agreement, the non-breaching party may serve the breaching party with a written notice specifying the material breach and requesting the breaching party to cure it. If the breaching party fails to cure the material breach within thirty (30) days after its receipt of the notice, the non-breaching party may terminate this Agreement by sending a written notice of termination to the breaching party. The termination of this Agreement shall take effect immediately on the receipt of such notice of termination by the breaching party.

(b) **TERMINATION ABSENT A BREACH.** Neither party shall have the ability to unilaterally terminate the Agreement, except as specifically permitted by provisions of this Agreement. Either party may terminate this Agreement for any reason not covered by subsection (a) of this Paragraph. A party may exercise this right by sending the other party a written notice stating that it is terminating the Agreement and citing the specific paragraph and subparagraph providing the party with the ability to terminate the Agreement. The termination of this Agreement shall take effect thirty (30) days following the other party's receipt of this notice. This subparagraph shall not apply to any termination arising from a material breach.

(c) **EFFECT OF TERMINATION.** On any termination of this Agreement, the Company may immediately cease providing Services to the Customer, and neither party shall have any further obligation to the other under this Agreement, provided that neither party shall be relieved from any obligations or liabilities arising under this Agreement prior to its termination, including (but not limited to) Payment of Fees for Services rendered prior to termination in accordance with paragraph 2 and 4 indemnification obligations under paragraph 7.

10. **INDEPENDENT CONTRACTOR.** The Company is an independent contractor relative to the Customer, and nothing contained herein shall be deemed to create a partnership or agency relationship.

11. **WORK POLICY.**

(a) The Company agrees to observe the working hours, work rules, building security measures and holiday schedule of the Customer when on the Customer's premises, which will be provided to the Company upon request; provided, however, that adherence to such working hours and schedules shall not constitute justification for non-accomplishment of agreed upon schedules and timelines.

(b) The Company further agrees to employ all reasonable efforts to meet Customer's assignment deadlines and documentation standards, as applicable. Unless otherwise agreed upon, the Company shall meet the Customer personnel to discuss and review the progress of the current project assignment(s) on a regular basis.

12. GENERAL PROVISIONS.

(a) **PARAGRAPH HEADINGS.** Paragraph headings are for convenience only and shall not be a part of the terms and conditions of this Agreement.

(b) **WAIVER.** Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party as regards to any subsequent action.

(c) **SEVERABILITY.** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

(d) **ASSIGNMENT.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either party may assign any rights or obligations to a subsidiary or affiliate of that party or to any third party assuming all or part of the business function of either party's unit which will receive or deliver the Services and Deliverables provided hereunder upon notice of assignment to the other party.

(e) **GOVERNING LAW.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Texas in the United States of America without giving effect to any conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of the County of Brazoria, Texas, and waive any rights to change venue.

13. **NOTICES.** All notices required by this Agreement shall be in writing and sent by Facsimile, Electronic Mail, Federal Express, or U.S. Mail, Return Receipt Requested as provided below. Such notice shall be sufficient for the purposes of this Agreement only if sent to the party's "Address for Service" as listed below. Such Address for Service may be changed by either party by serving notice (in compliance with this paragraph) on the other party. No notice sent by facsimile shall be sufficient without a confirmation receipt. No notice sent by electronic mail shall be sufficient unless sent to an address included in the recipient's Address for Service and acknowledged by a human-generated response.

Company's Address for Service:

VYBRANZ LLC

101 E. Broadway, P.O. Box 876

Prosper, TX 75078

Phone number: 972.347.3222

Fax number: 469.252.1279

Email: Danell.Winsor@VYBRANZ.com

Tax ID #: 38-3951805

WBENC National Certification Number: 2005126965

TX HUB VID Number: 1383951805000

Customer's Address for Service:

Customer: City of Alvin
Address: 216 W. Sealy
City, State, Zip: Alvin, TX 77511
Phone: 281.388.4216
Facsimile: 281.331.7215
Email: jroland@cityofalvin.com
Tax ID#: _____

14. DISPUTE RESOLUTION. If a dispute or claim shall arise with respect to any of the terms or provisions, the performance or non-performance, or the termination of this Agreement, then either party may, by notice as herein provided, require that the dispute be submitted under the Commercial Arbitration Rules of the American Arbitration Association to an arbitrator in good standing with the American Arbitration Association within fifteen (15) days after such notice is given. Any such arbitrator so selected is to be mutually acceptable to both parties. If both parties are unable to agree upon a single arbitrator, each party shall appoint one (1) arbitrator. If either party does not appoint an arbitrator within five (5) days after the other party has given notice of the name of its arbitrator, the single arbitrator appointed by the party that has given notice shall be the sole arbitrator and such arbitrator's decision shall be binding upon both parties. If two (2) arbitrators are appointed, these two (2) arbitrators shall appoint a third arbitrator who shall (alone) proceed to resolve the question. The written decision of the single arbitrator ultimately appointed by or for both parties shall be binding and conclusive on the parties. Judgment may be entered on such written decision by the single arbitrator in any court having jurisdiction and the parties consent to the jurisdiction of Brazoria County, Texas for this purpose. Any arbitration undertaken pursuant to the terms of this paragraph shall occur in Brazoria County, Texas. Notwithstanding the preceding provisions of this paragraph, either party shall be entitled to pursue injunctive or other equitable relief from any court described above.

15. ATTORNEYS' FEES. In the event of any legal, arbitral, equitable or administrative action or proceeding brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount that the court, arbitrator, or administrative body having jurisdiction over such action may award.

16. CURRENCY DENOMINATIONS. All currency denominations are in United States dollars.

17. WARRANTIES; LIMITATIONS ON LIABILITY. THE COMPANY MAKES NO WARRANTY, REPRESENTATION, OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN THE SERVICES ARE PROVIDED "AS IS." THE COMPANY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR RELATED MATERIALS WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES AND RELATED SERVICES WILL BE WITHOUT DEFECT OR ERROR.

18. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements between the parties, contains the entire understanding between the parties, and may not be changed except by writing duly executed by each of the parties.

19. TERM. This Agreement shall remain in full force and effect for three (3) years from the date hereof, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the current term.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers or agents have caused this Agreement to be duly executed and delivered as of the date set forth below.

VYBRANZ, LLC:

By: Danell Winsor
Print Name: Danell Winsor
Title: President & CEO
Date: 7-30-15

City of Alvin

By: _____
Print Name: Sereniah Breland
Title: City Manager
Date:



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request from Todd Horman to waive the building setback requirement of Section 21-37(a) of the Code of Ordinances, for four corner lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: On July 15, 2015 the Engineering Department received a variance request, from Mr. Todd Horman, for a waiver to the 15' street side building setback required by section 21-37(a) of the City Code of Ordinances. Mr. Horman and his business partner Mr. Eric Bateman are proposing to build 12 homes on the previously platted lots in Block 43 of Easton's Addition Subdivision located at the northwest corner of the intersection of W. Willis Street and N. Sixth Street. In order to adequately accommodate the proposed homes on the 4 corner lots in this subdivision Mr. Horman has requested to be allowed to maintain a 10' street side building setback versus the required 15' setback.

The City Planning Commission unanimously approved this variance request on July 21, 2015.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 7/29/2015

Supporting documents attached:

- Variance Request Letter
- Aerial Map of the Site
- Sec. 21-4

Recommendation: Move to approve the building setback variance as requested by Mr. Todd Horman.

If approving, state City Council's "Findings" of the probable effect of this variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity pursuant to Sec. 21-4 of the City Code.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable
Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager

City of Alvin

Request for Variance

Legal Description of Corner lots:

Lots Block 43, Easton's addition to the City of Alvin, Brazoria County Texas according to the map or plat thereof recorded in Volume 32, Page 26 of the Deed Records of Brazoria County Texas.

July 15th, 2015

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

It is our hope that as developers we can develop 12 lots on the listed property. In order to accomplish this we are asking for a variance on the 4 corner lots in the Block 43 of Easton's addition, These homes will be well built, attractive, permanent structures to enhance that area of Alvin. We aim to provide an opportunity for all interested in Alvin's established family community to own a high quality, affordable, single family home.

The request for variance is on the 4 corner lots of:

Lots Block 43, Easton's addition to the City of Alvin, Brazoria County Texas according to the map or plat thereof recorded in Volume 32, Page 26 of the Deed Records of Brazoria County Texas.

It is our understanding that the City of Alvin building code requires there to be a 15 foot side setback (or building line) on corner lots from the side street and a 5 foot side setback (or building line), on the opposing side of the same lot, providing these ~50ft wide lots with only a buildable width of ~30ft on the Willis and Phillips street corner lots as frontage. By limiting the building frontage width to ~30ft, it severely restricts and limits finding a feasible floor plan that will work on these lots and maintain the aesthetics of homes built with the other 8 houses not on the corner lots

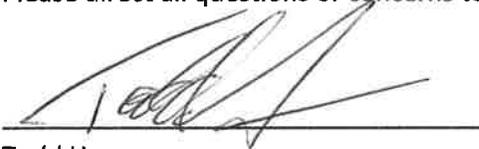
We propose to allow a variance of 5 ft on the side street set back on 6th street and 7th street. ie. Changing the side set back (building line) from the standard 15 feet to 10ft. Reducing the side street set back to 10 ft will help solve the following issues

- Allow for a wider than 30 ft home to be built and will be proportional to the other homes being built on the interior lot. And will improve the appeal from the street elevation, making the homes appear more proportionate
- The homes will be similar in architectural style and shape in order to not look out of place from the other constructed homes.
- It will provide options for a single family floor plan that is economically feasible for construction, and provide a building footprint that is more proportionate in length and width for the engineering to be reasonable in design.

- With a 10 ft side setback, there is significant distance from the side street for storm drainage maintenance or other city improvements if necessary.
- The 10 ft proposed side setback is similar to or greater than other existing homes in the same area.

The information in this letter is a representation of all applicable information made available to the variance applicant at the time of its submission, and relating to the properties listed above. This information contained herein is believed to be truthful and accurate to the best of my knowledge at the time of submission, but is not a personal guarantee to the accuracy of the information contained in this request for variance.

Please direct all questions or concerns to the following



07/14/15

Todd Horman
Managing Partner
Goal line investments, LLC
281-513-8299
tjhorman@gmail.com

Appendix – Pictures of lots

Picture of lots from corner of 6th and Willis



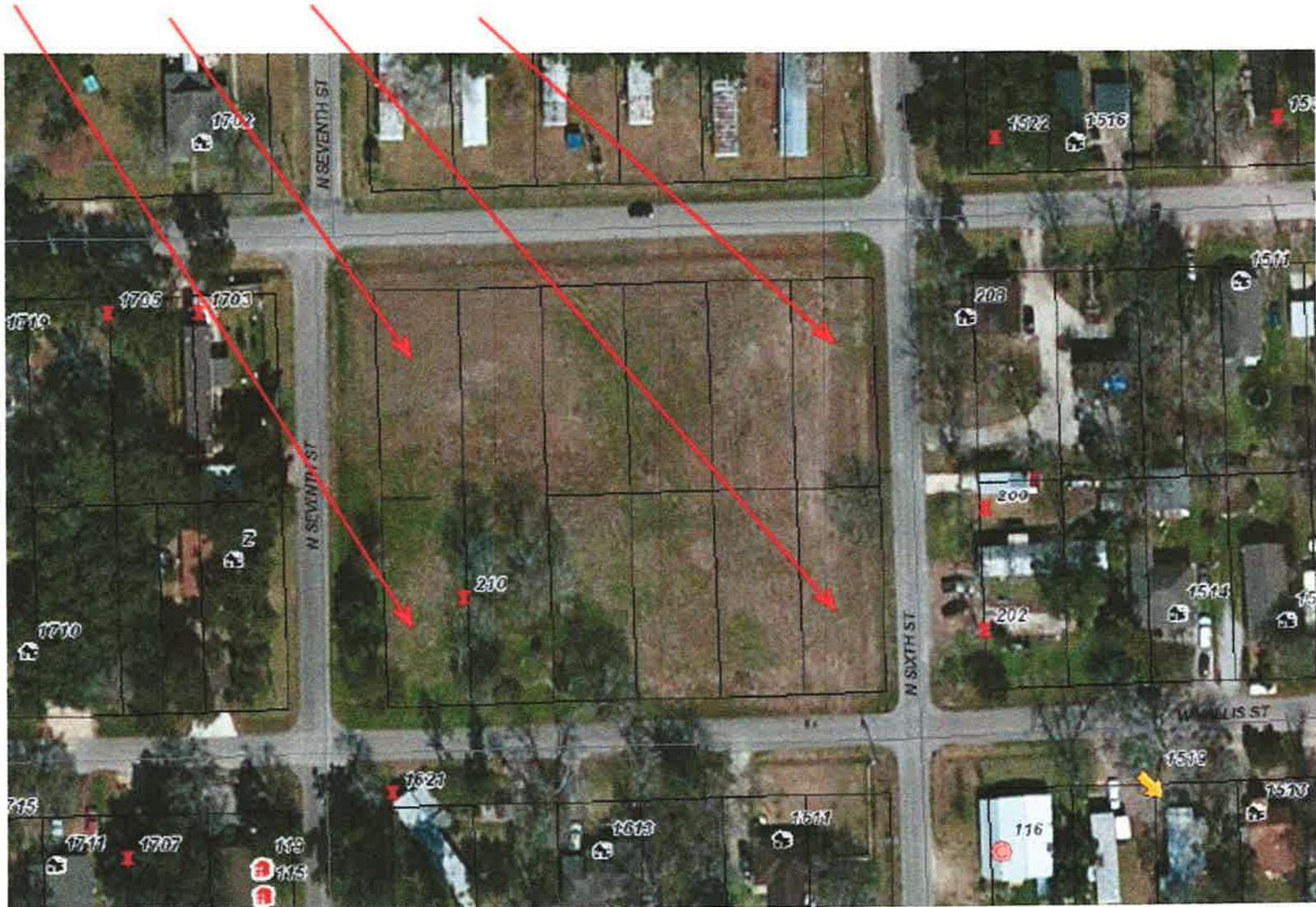
Picture along 6th street – between Willis and Phillips. From the Street to the edge of the ditch line is 17ft



Picture from 7th street between Willis and Phillips Street – from pavement to edge of the ditch is 15.5 ft



4 corner lots of for the requested variance



Sec. 21-4. - Variances.

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

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

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

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



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat for Southern Colony Section 2A, a Planned Unit Development being a subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ (along FM 521 north of CR 57), Fort Bend County, Texas.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: On July 1, 2015 the Engineering Department received the Final Plat for Southern Colony 2A for review. This section consists of 92 single-family residential lots, 6 blocks, and 4 reserves and is located within the City of Alvin ETJ in Fort Bend County (along FM 521 north of CR 57).

The City Planning Commission unanimously approved the plat at their meeting on July 21, 2015.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

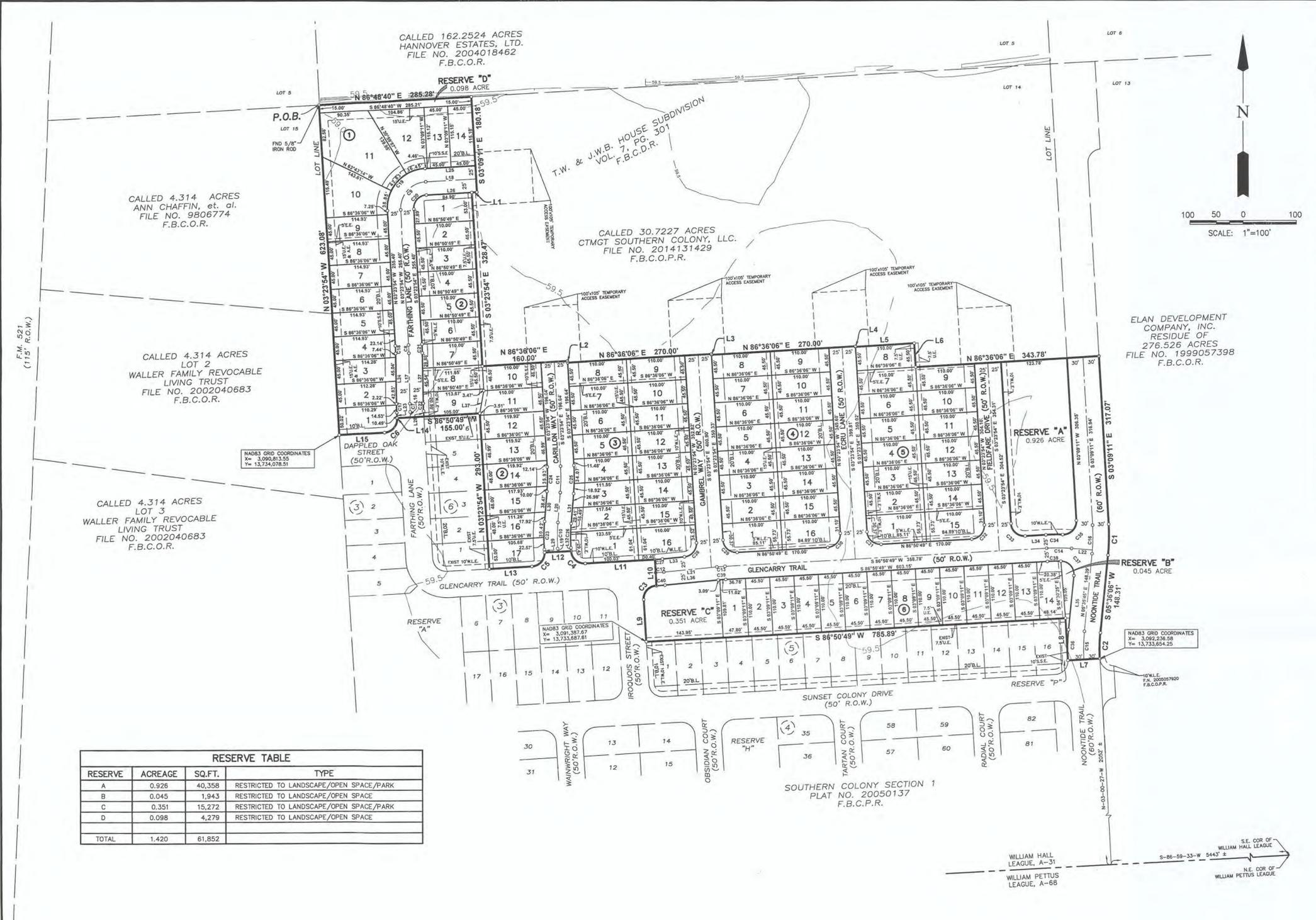
Legal Review Required: N/A Required Date Completed [Click here to enter a date.](#)

Supporting documents attached:

- Southern Colony Section 2A Final Plat

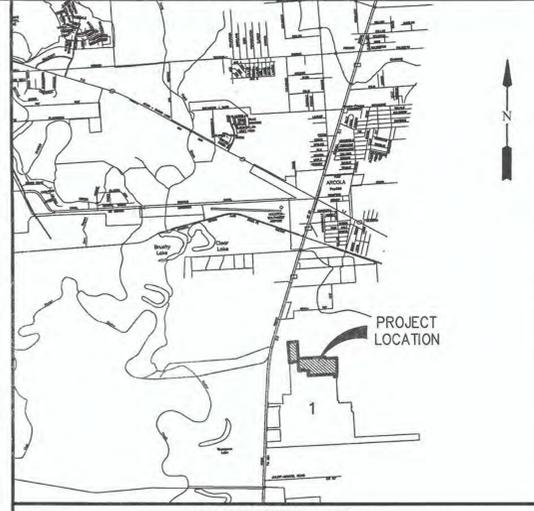
Recommendation: Move to approve the Final Plat of Southern Colony 2A.

- Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable
Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	380.00	8°45'17"	58.06	58.01	S 01°12'28" W
C2	320.00	8°45'17"	48.90	48.85	S 01°12'28" W
C3	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C4	25.00	89°45'17"	39.16	35.28	N 48°16'32" W
C5	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C6	25.00	90°00'01"	39.27	35.36	S 41°38'01" W
C7	350.00	2°33'30"	15.63	15.63	S 02°08'01" E
C8	350.00	2°33'30"	15.64	15.64	N 02°07'35" W
C9	50.00	90°14'43"	78.75	70.86	S 41°43'28" W
C10	350.00	8°05'47"	49.40	49.42	S 00°39'00" W
C11	350.00	8°05'47"	49.48	49.42	N 00°39'00" E
C12	350.00	2°29'14"	15.19	15.19	N 85°36'12" E
C13	350.00	2°29'14"	15.19	15.19	S 85°36'12" W
C14	350.00	7°37'33"	45.55	45.55	N 89°20'24" W
C15	350.00	8°44'55"	53.44	53.39	S 01°13'17" E
C16	350.00	8°44'55"	53.44	53.39	S 01°13'17" E
C17	375.00	2°33'30"	16.74	16.74	N 02°08'01" W
C18	325.00	2°33'30"	14.43	14.43	N 02°07'35" W
C19	75.00	90°14'43"	118.13	108.28	N 41°43'28" E
C20	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C21	375.00	2°33'30"	16.68	16.68	S 02°07'35" E
C22	325.00	2°33'30"	14.51	14.51	S 02°08'01" E
C23	375.00	8°05'47"	52.99	52.96	N 00°39'00" E
C24	325.00	8°05'47"	45.93	45.89	N 00°39'00" E
C25	375.00	8°05'47"	52.99	52.96	S 00°39'00" W
C26	325.00	8°05'47"	45.93	45.89	S 00°39'00" W
C27	325.00	2°29'14"	14.11	14.11	N 85°36'12" E
C28	25.00	87°45'29"	39.29	35.66	N 40°25'41" E
C29	25.00	87°45'29"	39.16	35.28	S 48°16'32" W
C30	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C31	25.00	89°45'17"	39.16	35.28	S 48°16'32" W
C32	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C33	25.00	89°45'17"	39.16	35.28	S 48°16'32" W
C34	375.00	4°48'04"	31.42	31.41	N 89°14'52" E
C35	25.00	84°48'05"	41.30	36.81	N 44°14'52" E
C36	380.00	8°44'55"	58.02	57.97	N 01°13'17" E
C37	25.00	94°18'13"	41.15	36.66	N 41°33'22" W
C38	325.00	4°26'42"	25.21	25.21	S 88°04'11" W
C39	325.00	2°29'14"	14.11	14.11	N 85°36'12" W
C40	375.00	2°29'14"	16.28	16.28	S 85°36'12" W



VICINITY MAP
SCALE: 1"=6,000'
KEY MAP NO. 651 X & Y

ELAN DEVELOPMENT COMPANY, INC.
RESIDUE OF
276.526 ACRES
FILE NO. 1999057398
F.B.C.O.R.

RESERVE TABLE

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.926	40,358	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
B	0.045	1,943	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.351	15,272	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
D	0.098	4,279	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	1.420	61,852	

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°50'49" W	9.57
L2	S 03°23'54" E	3.16
L3	S 03°23'54" E	1.46
L4	S 03°23'54" E	1.16
L5	N 86°36'06" E	110.00
L6	S 03°23'54" E	45.50
L7	S 88°50'49" W	80.00
L8	N 03°09'11" W	80.00
L9	N 03°23'54" W	79.88
L10	N 03°09'11" W	50.00
L11	S 88°50'49" W	130.43
L12	S 87°05'32" W	50.00
L13	S 88°50'49" W	79.89
L14	S 03°23'54" E	0.81
L15	S 88°36'07" W	85.00
L16	S 03°24'46" E	9.89
L17	N 00°51'16" W	95.31
L18	S 88°50'49" W	94.46
L19	S 03°23'54" E	0.00
L20	N 04°41'53" E	56.39
L21	N 84°21'36" E	100.03
L22	N 85°31'38" W	39.28
L23	N 03°24'46" W	9.89
L24	N 00°51'16" W	95.31
L25	S 88°50'49" E	94.46
L26	S 88°50'49" W	94.46
L27	S 00°51'16" E	95.31
L28	S 03°24'46" E	10.11
L29	N 03°23'54" W	5.79
L30	N 04°41'53" E	56.39
L31	S 04°41'53" W	56.39
L32	S 03°23'54" E	6.21
L33	N 84°21'36" E	41.50
L34	S 88°50'49" E	38.59
L35	N 05°35'45" E	103.70
L36	S 84°21'36" W	100.03
L37	S 69°53'32" W	43.16

LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.
BLOCK 1			BLOCK 2			BLOCK 3			BLOCK 4		
LOT 1	5,370	LOT 2	5694	LOT 4	7445	LOT 1	5972	LOT 1	5257	LOT 1	5972
LOT 2	5008	LOT 3	5005	LOT 5	5005	LOT 2	5005	LOT 2	5005	LOT 2	5005
LOT 3	5098	LOT 4	5005	LOT 6	5005	LOT 3	5005	LOT 3	5005	LOT 3	5005
LOT 4	5167	LOT 5	5005	LOT 7	5005	LOT 4	5005	LOT 4	5005	LOT 4	5005
LOT 5	5172	LOT 6	5005	LOT 8	5005	LOT 5	5005	LOT 5	5005	LOT 5	5005
LOT 6	5172	LOT 7	5036	LOT 9	5005	LOT 6	5005	LOT 6	5005	LOT 6	5005
LOT 7	5172	LOT 8	5126	LOT 10	5005	LOT 7	5005	LOT 7	5005	LOT 7	5005
LOT 8	5172	LOT 9	5003	LOT 11	5005	LOT 8	5005	LOT 8	5005	LOT 8	5005
LOT 9	5172	LOT 10	5115	LOT 12	5005	LOT 9	5005	LOT 9	5005	LOT 9	5005
LOT 10	9656	LOT 11	5248	LOT 13	5005	LOT 10	5005	LOT 10	5005	LOT 10	5005
LOT 11	14824	LOT 12	5456	LOT 14	5005	LOT 11	5005	LOT 11	5005	LOT 11	5005
LOT 12	8691	LOT 13	5635	LOT 15	5005	LOT 12	5005	LOT 12	5005	LOT 12	5005
LOT 13	5182	LOT 14	5732	LOT 16	5005	LOT 13	5005	LOT 13	5005	LOT 13	5005
LOT 14	5182	LOT 15	5504	LOT 17	5458	LOT 14	5005	LOT 14	5005	LOT 14	5005
LOT 15	5182	LOT 16	5189			LOT 15	5005	LOT 15	5005	LOT 15	5005
LOT 16	5182	LOT 17	5458			LOT 16	6021	LOT 16	6021	LOT 16	6021

- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - INDICATES STREET NAME CHANGE
 - F.N. INDICATES FILE NUMBER
 - E.E. INDICATES ELECTRICAL EASEMENT

FINAL PLAT OF SOUTHERN COLONY SECTION 2A
A SUBDIVISION OF 16.769 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, CITY OF ALVIN ETJ, FORT BEND COUNTY, TEXAS BEING A PARTIAL REPLAT OF THE T.W. & J.W.B. HOUSE SUBDIVISION RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

92 LOTS 4 RESERVES (1.420 ACRES) 6 BLOCKS
JULY 15, 2015 JOB NO. 1367-1505-310

OWNERS:
CTMGT SOUTHERN COLONY, LLC
A TEXAS LIMITED LIABILITY COMPANY
BY: CENTAMTAR TERRAS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS SOLE MANAGER
BY: CTMGT, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY,
MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER
1301 MUNICIPAL WAY, SUITE 200, GRAPEVINE, TEXAS 76051
PH. (817) 835-0650

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5028
FRN - F-1386
T.B.P.L.S. Firm No. 10110501

NOTES:

- 1. THE PIPELINE EASEMENTS WITHIN THIS PLAT ARE AS SHOWN.
2. ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA...
3. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 61.50 FEET ABOVE MEAN SEA LEVEL...
4. 1.420 ACRES OF COMMON LANDSCAPE AREA ARE SUPPLIED IN THIS SECTION...
5. THIS PLAT LIES WITHIN FORT BEND COUNTY SUBSIDENCE DISTRICT...
6. ALL BUILDING LINE TRANSITIONS ARE AT 45° ANGLES TO THE STRAIGHT SIDE LOT LINE...
7. THIS PLAT LIES WITHIN FORT BEND MUNICIPAL UTILITY DISTRICTS NO.131 AND SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT...
8. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED...
9. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.999862897...
10. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED...
11. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS...
12. METER LOCATION: IN ACCORDANCE WITH CENTERPOINT ENERGY SERVICE STANDARDS, ARTICLE 406.52, ELECTRIC METERS SHALL BE LOCATED IN AN AREA ACCESSIBLE WITHOUT CUSTOMER ASSISTANCE, AND NOT BLOCKED BY FENCES, WALLS OR GATES...
13. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 1515748188, DATED JUNE 3, 2015...
14. FIVE EIGHTHS (5/8") INCH IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED...
15. ALL LOT LINES SHALL HAVE A MINIMUM 5' SIDE YARD SETBACK LINE...
16. THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO.2...
17. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT...
18. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED...
19. T.B.M. INDICATES TEMPORARY BENCHMARK: RAILROAD SPIKE IN POWER POLE ON THE SOUTHWEST BOUNDARY CORNER OF SOUTHERN COLONY SEC 1. ELEVATION = 61.82', 1973 ADJ...
20. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS...
21. THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE...
22. A MINIMUM DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.

STATE OF TEXAS
COUNTY OF FORT BEND

WE, CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER, BEING AN OFFICER OF CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE MANAGER AND MEMBER OF CENTAMTAR TERRAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE MANAGER OF CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 16,769 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF SOUTHERN COLONY SECTION 2A, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, IF APPLICABLE), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAINS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SOUTHERN COLONY SECTION 2A WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY CENTAMTAR TERRAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE MANAGER, BY CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SOLE MANAGER AND MEMBER, BY MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER, THEREUNTO AUTHORIZED, THIS DAY OF 2015.

CTMGT SOUTHERN COLONY, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CENTAMTAR TERRAS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MANAGER

BY: CTMGT SOUTHERN COLONY, LLC,
A TEXAS LIMITED LIABILITY COMPANY
IT SOLE MANAGER AND MEMBER

BY: MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER

STATE OF TEXAS
COUNTY OF RANKIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER OF CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, SOLE MANAGER OF CTMGT SOUTHERN COLONY, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI

I, KEITH MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "LJA ENG" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION.

KEITH MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797



I, MICHAEL S. RUSK, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457

CITY OF ALVIN APPROVAL

PAUL HORN, MAYOR
COUNCIL MEMBER, ROGER STUKSA
COUNCIL MEMBER, ADAM ARENDELL
COUNCIL MEMBER, BRAD RICHARDS
COUNCIL MEMBER, KEITH THOMPSON
COUNCIL MEMBER, GABE ADAME
COUNCIL MEMBER SCOTT REED
DIXIE ROBERTS, CITY CLERK
COUNCIL MEMBER, TERRY DROEGE
MICHILLELLE SEGOVA, CITY ENGINEER
DATE

ALL OF THAT CERTAIN 16,769 ACRES OF LAND IN THE WILLIAM HALL LEAGUE, A-31, FORT BEND COUNTY, TEXAS, BEING A PORTION OF LOTS 13 AND 14 OF THE T. W. AND J. W. B. HOUSE SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 301, OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, MORE PARTICULARLY BEING OUT OF THE 30.7227 ACRE TRACT DESCRIBED IN THE DEED FROM WC SOUTHERN COLONY DEVELOPMENT LLC TO CTMGT SOUTHERN COLONY, LLC, RECORDED UNDER FILE NO. 2014131429, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING AT A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 30.7227 ACRE TRACT, COMMON TO THE NORTHEAST CORNER OF THE 4.314 ACRE TRACT DESCRIBED IN THE DEED TO ANN CHAFFIN, ET AL., RECORDED UNDER FILE NO. 9806774, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY TEXAS (HEREINAFTER REFERENCED AS "CHAFFIN TRACT"), IN THE SOUTH LINE OF THE 162.2524 ACRE TRACT DESCRIBED IN THE DEED FROM THOMAS F. LOFTUS III, TRUSTEE TO HANNOVER ESTATES, LTD., RECORDED UNDER FILE NO. 2004018462, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS;

THENCE NORTH 86° 48' 40" EAST - 285.28', ALONG THE NORTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO THE SOUTH LINE OF SAID 162.2524 ACRE TRACT, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 03° 09' 11" EAST - 180.18' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 86° 50' 49" WEST - 9.57' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 03° 23' 54" EAST - 328.47' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE NORTH 86° 36' 06" EAST - 160.00' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 03° 23' 54" EAST - 3.16' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE NORTH 86° 36' 06" EAST - 270.00' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 03° 23' 54" EAST - 1.46' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE NORTH 86° 36' 06" EAST - 270.00' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 03° 23' 54" EAST - 1.16' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE NORTH 86° 36' 06" EAST - 110.00' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE SOUTH 03° 23' 54" EAST - 45.50' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR CORNER;

THENCE NORTH 86° 36' 06" EAST - 343.78' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, IN THE EAST LINE OF AFORESAID 30.7227 ACRE TRACT;

THENCE SOUTH 03° 09' 11" EAST - 317.07', ALONG SAID EAST LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR A POINT ON A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, CONTINUING ALONG SAID EAST LINE, WITH AN ARC LENGTH OF 58.06', A RADIUS OF 380.00', A CENTRAL ANGLE OF 08° 45' 17", AND A CHORD WHICH BEARS SOUTH 01° 13' 28" WEST - 58.01' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR THE END OF CURVE;

THENCE SOUTH 05° 36' 06" WEST - 148.31', CONTINUING ALONG SAID EAST LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' SET FOR A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, CONTINUING ALONG SAID EAST LINE, WITH AN ARC LENGTH OF 48.90', A RADIUS OF 320.00', A CENTRAL ANGLE OF 08° 45' 17", AND A CHORD WHICH BEARS SOUTH 01° 13' 28" WEST - 48.85' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR A NORTHEAST CORNER OF SOUTHERN COLONY SECTION 1, A SUBDIVISION OF RECORD FILED UNDER PLAT NO. 20050137, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, COMMON TO THE NORTH END OF THE NORTHEAST RIGHT-OF-WAY CUTBACK CURVE AT THE INTERSECTION OF NOONTIDE TRAIL (60' WIDTH) AND SUNSET COLONY DRIVE (50' WIDTH), AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 30.7227 ACRE TRACT;

THENCE SOUTH 86° 50' 49" WEST - 60.00', ALONG A SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO THE NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, COMMON TO THE NORTH END OF THE NORTHWEST RIGHT-OF-WAY CUTBACK CURVE AT THE INTERSECTION OF SAID NOONTIDE TRAIL AND SAID SUNSET COLONY DRIVE;

THENCE NORTH 03° 09' 11" WEST - 80.00', ALONG A WEST LINE OF SAID 30.7227 ACRE TRACT, COMMON TO AN EAST LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR A NORTHEAST CORNER OF SAID SOUTHERN COLONY SECTION 1;

THENCE SOUTH 86° 50' 49" WEST - 785.89', ALONG A SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, IN THE EAST RIGHT-OF-WAY LINE OF IROQUOIS STREET (50' WIDTH);

THENCE NORTH 03° 23' 54" WEST - 79.89', ALONG A WEST LINE OF SAID 30.7227 ACRE TRACT, COMMON TO AN EAST LINE OF SAID SOUTHERN COLONY SECTION 1, AND SAID EAST RIGHT-OF-WAY LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR THE SOUTH END OF THE SOUTHEAST RIGHT-OF-WAY CUTBACK CURVE AT THE INTERSECTION OF SAID IROQUOIS STREET AND GLENCARRY TRAIL (50' WIDTH), COMMON TO AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, AND A POINT ON A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG SAID SOUTHEAST RIGHT-OF-WAY CUTBACK CURVE, WITH AN ARC LENGTH OF 39.38', A RADIUS OF 25.00', A CENTRAL ANGLE OF 90° 14' 43", AND A CHORD WHICH BEARS NORTH 41° 43' 28" EAST/85° 35.43' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR THE EAST END OF SAID SOUTHEAST RIGHT-OF-WAY CUTBACK CURVE, COMMON TO AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1;

THENCE NORTH 03° 09' 11" WEST - 50.00', ALONG A WEST LINE OF AFORESAID 30.7227 ACRE TRACT, COMMON TO AN EAST LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, IN THE NORTH RIGHT-OF-WAY LINE OF AFORESAID GLENCARRY TRAIL;

THENCE SOUTH 86° 50' 49" WEST - 130.43' ALONG A SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, AND SAID NORTH RIGHT-OF-WAY LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, COMMON TO A POINT ON A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG THE SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, WITH AN ARC LENGTH OF 39.16', A RADIUS OF 25.00', A CENTRAL ANGLE OF 89° 45' 17", AND A CHORD WHICH BEARS NORTH 48° 16' 32" WEST/36.28' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1;

THENCE SOUTH 87° 05' 32" WEST - 50.00', ALONG THE SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, COMMON TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG THE SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, WITH AN ARC LENGTH OF 39.38', A RADIUS OF 25.00', A CENTRAL ANGLE OF 90° 14' 43", AND A CHORD WHICH BEARS SOUTH 41° 43' 28" WEST - 35.43' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, IN THE NORTH RIGHT-OF-WAY LINE OF AFORESAID GLENCARRY TRAIL;

THENCE SOUTH 86° 50' 49" WEST - 79.89', ALONG THE SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, AND SAID NORTH RIGHT-OF-WAY LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1;

THENCE NORTH 03° 23' 54" WEST - 293.00', ALONG A WEST LINE OF SAID 30.7227 ACRE TRACT, COMMON TO AN EAST LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1;

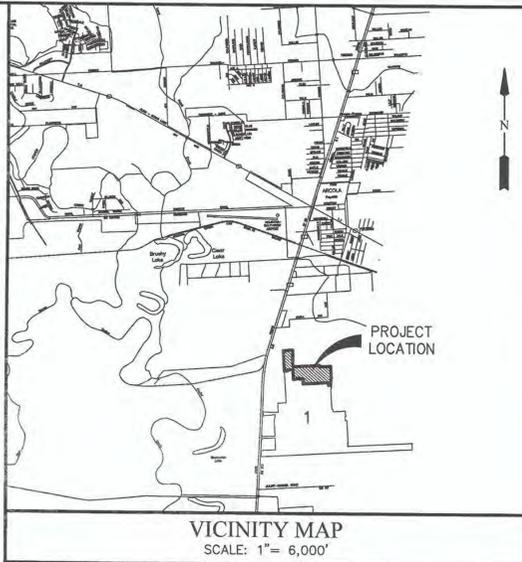
THENCE SOUTH 86° 50' 49" WEST - 155.00', ALONG THE SOUTH LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1;

THENCE SOUTH 03° 23' 54" EAST - 0.61', ALONG AN EAST LINE OF SAID 30.7227 ACRE TRACT, COMMON TO A WEST LINE OF SAID SOUTHERN COLONY SECTION 1, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR THE NORTH END OF THE NORTHWEST RIGHT-OF-WAY CUTBACK CURVE AT THE INTERSECTION OF FARTHING LANE (50' WIDTH) AND DAPPLED OAK STREET (50' WIDTH), COMMON TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG SAID NORTHWEST RIGHT-OF-WAY CUTBACK CURVE, WITH AN ARC LENGTH OF 39.27', A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 01", AND A CHORD WHICH BEARS SOUTH 41° 36' 07" WEST - 35.36' TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR THE WEST END OF SAID NORTHWEST RIGHT-OF-WAY CUTBACK CURVE, COMMON TO AN ANGLE CORNER OF SAID SOUTHERN COLONY SECTION 1, IN THE NORTH RIGHT-OF-WAY LINE OF SAID DAPPLED OAK STREET;

THENCE SOUTH 86° 36' 07" WEST - 85.00', ALONG THE SOUTH LINE OF AFORESAID 30.7227 ACRE TRACT, COMMON TO A NORTH LINE OF SAID SOUTHERN COLONY SECTION 1, AND SAID NORTH RIGHT-OF-WAY LINE, TO A 5/8" IRON ROD WITH CAP STAMPED 'LJA-ENG' FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID SOUTHERN COLONY SECTION 1, COMMON TO THE SOUTHWEST CORNER OF SAID 30.7227 ACRE TRACT, IN THE EAST LINE OF THE 4.314 ACRE TRACT DESCRIBED AS LOT 2 IN THE DEED TO WALLER FAMILY REVOCABLE LIVING TRUST, RECORDED UNDER FILE NO. 2002040683, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS;

THENCE NORTH 03° 23' 54" WEST - 623.08', ALONG THE WEST LINE OF SAID 30.7227 ACRE TRACT, COMMON TO THE EAST LINE OF SAID 4.314 ACRE TRACT (LOT 2) AND THE EAST LINE OF AFORESAID CHAFFIN TRACT, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND CONTAINING 16.769 ACRES MORE OR LESS.



VICINITY MAP
SCALE: 1"= 6,000'

KEY MAP NO. 651 X & Y
I, RICHARD W. STOLLEIS, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

RICHARD W. STOLLEIS, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS DAY OF 2015.

RICHARD MORRISON
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

ROBERT E. HEBERT
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

JAMES PATTERSON
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON 2015 AT O'CLOCK M. IN PLAT NUMBER OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

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

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: DEPUTY

FINAL PLAT OF
SOUTHERN COLONY
SECTION 2A

A SUBDIVISION OF 16.769 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, CITY OF ALVIN ETJ, FORT BEND COUNTY, TEXAS BEING A PARTIAL REPLAT OF THE T.W. & J.W.B. HOUSE SUBDIVISION RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

92 LOTS 4 RESERVES (1.420 ACRES) 6 BLOCKS
JULY 15, 2015 JOB NO. 1367-1505-310

OWNERS:
CTMGT SOUTHERN COLONY, LLC

A TEXAS LIMITED LIABILITY COMPANY
BY: CENTAMTAR TERRAS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS SOLE MANAGER

BY: CTMGT, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER

1301 MUNICIPAL WAY, SUITE 200, GRAPEVINE, TEXAS 76051

PH. (817) 835-0650
ENGINEER:

LJA Engineering, Inc.
2929 Briarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386 T.B.P.L.S. Firm No. 10110501

CONTACT: RENE RODRIGUEZ SHEET 2 OF 2

DIR.
COORD.
MYLAR CHECK:
County 2A_P.F. dwg

Date/Time : Wed, 15 Jul 2015 : 4:41PM
Path/Name : F:\Projects\PLAT\TMG\1367\FINPLAT Southern Colony 2A_P.F. dwg



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider the approval of an Engineering Services Agreement with Klotz Associates in the amount of \$75,000.00 for engineering design services relating to the first phase of the City's Thoroughfare Plan Update; and authorize City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: In June 2015 Staff from the Economic Development, Public Services, and Engineering Departments solicited qualifications from engineering firms to perform the engineering services relating to the update of the City's Thoroughfare Plan. The committee selected Klotz Associates to perform the work. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation.

The update of the City's Thoroughfare Plan was one of the short term projects recommended by the recently approved 2035 Comprehensive Plan Update.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 312-5501-00-9062 **Amount** \$75,000.00

Legal Review Required: N/A Required **Date Completed** 7/29/2015

Supporting documents attached:

- Klotz Proposal

Recommendation: Move to approve the Professional Services Agreement with Klotz Associates and authorize 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

August 4, 2015

Ms. Michelle Segovia, PE, CFM
City Engineer
City of Alvin
1100 West Highway 6
Alvin, Texas 77511

Re: Proposal to Prepare Update to the Major Thoroughfare Plan – Phase I

Dear Ms. Segovia:

I am pleased to submit this proposal to perform professional engineering services for the update to the City's Thoroughfare Street System Plan. A detailed scope of work is attached to this letter.

Phase I includes conducting public meetings, coordination with the Advisory Committee, and preparation of a GIS-based Thoroughfare Map. Phase I will be completed in 6 months from Notice-to-Proceed for a lump sum fee of \$75,000.00.

Thank you for the opportunity to submit this proposal. I look forward to a successful project with you. Should you have any questions, please call me at 281-589-7257.

Sincerely,



David C. Balmos, PE
Vice President

Accepted

Sereniah Breland
City Manager, City of Alvin

DCB:mv

Attachment: Exhibit A – Scope of Work
Exhibit B – Project Schedule

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

City of Alvin, Texas Major Thoroughfare Plan

August 2015

The services to be provided by The Engineer under this proposal include preparation of an update to the City's Thoroughfare Street System Plan. The purpose of the project is to provide a transportation planning document to guide future planning decisions, pursue funding options, address maintenance needs, and provide input for annual CIP budget development. A key element includes the development of an Implementation Plan which serves as a road map to assist in the implementation of identified projects.

The work required is described below according to each task to be performed.

PHASE I – Update the Thoroughfare Street System Plan (\$75,000)

A. Data Collection

The Engineer will obtain existing planning documents from the City of Alvin, Brazoria County, HGAC and TxDOT related to planned infrastructure improvements and population growth trends.

The Engineer will collect available existing and forecasted traffic volumes from TxDOT and H-GAC. In addition, any available crash data for the most recent 36-month period will be gathered.

The Engineer will review the existing and future land use maps in order to understand their impact on future mobility. In addition, a review of the existing city thoroughfares and their roadway classification will be conducted.

The City of Alvin and its ETJ are included in the sub-regional Travel Demand Model (TDM) prepared and maintained by the Houston-Galveston Area Council (H-GAC). The Engineer will coordinate with H-GAC to obtain and review the mobility-related data in the model for existing and horizon year (year 2040). The comparison of the data will help identify the deficiencies in the transportation system and will assist in the development and prioritization of infrastructure projects. No revisions to the model will be conducted as part of the basic scope of services.

The Engineer will conduct up to three (3) site / field visits to obtain a general understanding of roadway and traffic conditions, especially during peak hours and document any bottlenecks or operational issues observed along critical city corridors. Also, coordination with city staff to gather information on known operational or safety issues along city roadways will be conducted.

The Engineer will obtain the City's roadway base maps to create a digital base map in Arc GIS version 10.2.

B. Coordination and Public Involvement

Kickoff Meeting

The Engineer will conduct a kickoff meeting with City Staff to develop the initial goals of the Thoroughfare Plan. The Engineer will develop a Public Involvement Plan (PIP) to solicit input from stakeholders and citizens. In conjunction with city staff, an Advisory Committee will be selected for this project.

Advisory Committee Meetings

The Engineer will facilitate monthly meetings with the City Advisory Committee (up to a total of 4 meetings). The Engineer will update the committee on the progress of the Thoroughfare Plan update and solicit input from the committee on the needs and goals of the plan.

The Engineer will provide weekly updates by e-mail to provide project-related information including work completed during that week and work scheduled for the upcoming week.

Public Meetings

The Engineer will conduct up to a total of two (2) public meetings to solicit input from the residents of Alvin. The engineer will prepare exhibits and conduct a brief presentation at each meeting describing the purpose of the plan, and the need to solicit input from the public. The first meeting will be conducted within approximately eight (8) weeks of Notice Proceed. The second public meeting will be conducted at the conclusion of Phase I to present the completed product of the updated thoroughfare plan.

C. Thoroughfare Plan Update

The Engineer will evaluate existing data including traffic projections, growth projections, and anticipated development. The Engineer will evaluate the existing road network to determine connectivity and mobility deficiencies. The Engineer will utilize projected traffic data to determine existing facilities that have Level of Service (LOS) of C or worse.

Based on the analysis of existing conditions, and considering input from the Advisory Committee and from public input, the Engineer will prepare a draft update of the Thoroughfare Plan map using GIS. The draft Thoroughfare plan map will identify the following:

- Proposed new location roadways

- Existing Roadways to be expanded

- Classification of existing and proposed roadways (major/minor arterials and collectors)

- Future roadways to be constructed by others (Grand Parkway, SH 35 Tollway, etc.)

As a supplement to the Thoroughfare Plan map, the Engineer will prepare typical sections and descriptions of the various thoroughfare classifications to include lane width

dimensions, ROW dimensions, accommodations for bicycles and pedestrians, and minimum pavement structure requirements.

PHASE I Deliverables

- *Updated Thoroughfare Plan Exhibit (and GIS source files)*
- *Public Involvement Plan*
- *Meeting Minutes from coordination meetings, advisory committee meetings, and stakeholders meetings*
- *Typical sections and written descriptions of Thoroughfare Types*

EXHIBIT B
PROJECT SCHEDULE

City of Alvin Thoroughfare Plan Update			2015					2016			
Task	Start Date	Compl. Date	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
PHASE I											
NTP	8/7/2015		█								
Kickoff Meeting	8/12/2015		█								
Advisory Committee Meetings	9/1/2015	1/5/2016		█		█		█			
Public Meeting #1	10/1/2015				█						
Public Meeting #2	2/1/2016								█		
GIS-based Thoroughfare Map	9/1/2015	1/31/2016		█	█	█	█	█	█	█	
Complete Phase I	2/28/2016									█	



AGENDA COMMENTARY

Meeting Date: 8/6/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to repeal certain sections of solid waste collection, disposal provisions and certain sections of water and sewer provisions; first reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: Currently, the City’s Chapter 28 Comprehensive Fee Ordinance only allows the City to adjust the water, sewer, and solid waste rates by the annual increase or decrease in the consumer price index rates for all urban consumers for the Houston-Galveston-Brazoria, TX area (CPI-U). In addition to the CPI-U, there are other factors that should be taken into consideration when adjusting water, sewer, and solid waste rates. Water, sewer and solid waste rates should be adjusted to cover the operating and capital utility costs of the City; while providing revenue for future capital needs. As a result, staff recommends that City Council repeal Section 28-2 of the Code of Ordinances. Should City Council elect to repeal Section 28-2 of the code of ordinance, staff will be able to make recommendations on the water, sewer, and solid waste rates based on the costs of servicing water, sewer, and solid waste to the City of Alvin. On the other hand, should City Council elect not to repeal Section 28-2 of the Code of Ordinances, staff will continue to annually adjust water, sewer, and solid waste rates based solely on the increase or decrease in the CPI-U.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 7/28/2015

Supporting documents attached:

- Ordinance 15-O; redlined

Recommendation: Motion to approve Ordinance 15-O on first reading.

- 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. 15-O

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REPEALING CERTAIN SECTIONS OF SOLID WASTE COLLECTION AND DISPOSAL PROVISIONS AND ALSO CERTAIN SECTIONS OF WATER AND SEWER PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by repealing section (4) of the Solid Waste Collection and Disposal provisions as set forth below:

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

...

~~(4) Beginning with the October, 2014 billing cycle, the solid waste rates as set forth above shall be increased. Beginning with the October 1, 2007 billing dates, and each year thereafter, the water, sewer, and solid waste rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau"). The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycle of each year by an amount equal to the percentage that the CPI-U has increased or decreased based on the most recent CPI-U information available at time of submission of the contractors petition for adjustment.~~

...

Section 2. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by repealing section (17) of the Water and Sewer provisions as set forth below:

Sec. 28-2. In General.

WATER AND SEWER

~~(17) Beginning with the December 1, 2005, billing dates, the water and sewer rates as set forth above shall be increased. Beginning with the October 1, 2006, billing dates, and each year thereafter, the water and sewer rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau"). The rates, set in subsections (10) and (11) above, shall be automatically adjusted with the October 1 billing dates of each year by an amount equal to the percentage that the CPI-U has changed over the previous 12-month period.~~

....

Section 3. That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*. Notice was also provided as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

PASSED on the first reading on the _____ day of _____, 2015.

PASSED on the second and final reading on the _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor