

# City of Alvin, Texas

Paul Horn, Mayor

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



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

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## ALVIN CITY COUNCIL AGENDA THURSDAY OCTOBER 4, 2018 7:00 P.M. (Council Chambers)

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

*Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or [droberts@cityofalvin.com](mailto: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.*

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, OCTOBER 4, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### REGULAR MEETING AGENDA

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS**

A. Oath of Office – Presiding Municipal Court Judge.

**4. PUBLIC COMMENT**

**5. PUBLIC HEARING**

A. Second Public hearing on the Strategic Partnership Agreement for the Walton Development, more formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49.

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

A. Consider approval of the September 20, 2018 City Council meeting minutes.

B. Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49); jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters – first reading.

C. Consider Ordinance 18-N, amending Chapter 25, Water and Sewers, for the purpose of amending the City's current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the 2018 Land Use Assumptions and Capital Improvements Plan and 2018 Impact Fee Study; setting an effective date of November 1, 2018 for the increase in fees; and setting forth other provisions related thereto.

- D. Consider Resolution 18-R-35, amending the conditions to consent regarding Fort Bend County Municipal Utility District No. 189; and other matters related thereto.
- E. Consider an award of bid to Commercial Chemical Products for the purchase of Sodium Bisulfite for one (1) year with the option to extend for one year at the same terms and conditions, for an estimated total of \$25,000 per year.

## 7. OTHER BUSINESS

- A. Consider an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for a term of two (2) years; and authorize the City Manager to sign the agreements upon legal review.
- B. Consider an award of bid to Precise Services, Inc., for the South Park Drive Pavement and Drainage Project in an amount not to exceed \$691,569.06; and authorize the City Manager to sign the contract upon legal review.
- C. Consider an award of bid to Greenscapes Six, LLC., for the 2018-2019 Concrete Repair Program, in an amount not to exceed \$200,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

## 8. REPORTS FROM CITY MANAGER

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

## 9. ITEMS OF COMMUNITY INTEREST

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

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

## 10. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. Texas Government Code Section 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
  - 1. City Attorney Evaluation.

## 11. RECONVENE TO OPEN SESSION

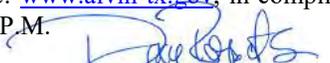
- A. Take action on Executive Session item if necessary.

## 12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, October 1, 2018 at 4:00 P.M.



(SEAL)

  
Dixie Roberts, City Secretary

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

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

Alvin Senior Board Meeting Minutes August 13, 2018

Call to Order at 8:02 a.m.

Board Members Present: ~~Darrell Brady~~ <sup>X Absent</sup>, Betty Hodges, Marie Hodges, Beverly Kimbrough, Nell Shimek, Loretta Smith, and Board President, Judy Zavalla. Visitors: Amanda Miles

Judy Zavalla made a motion to approve June 11, 2018 Senior Board Meeting Minutes with the correction under Old Business that Beverly pointed out, the History Books/Scrap Books would continue to be edited and up to date, event though we no longer have the Senior Dances or Open House where they were displayed. We discussed putting them out at other events. All agreed on the minutes and scrapbooks.

There were no petitions/request from the public.

Board President report: Nell Shimek, secretary of Senior Board is back after leave of absence. It was agreed that Nell would take notes and Marie Hodges will type the minutes, beginning at the September Board Meeting. Judy discussed new people going on trips. She also discussed an organization that makes Raggedy Ann dolls for children in hospital, discussion about ~~them~~ <sup>using them</sup> the Center for this project.

Director Report: Dan Kelinske gave updates on upcoming events, department projects and improvements.

Senior Center Manger Report: Marla Grigsby said trips are up to capacity, a new trip process will be put into place. A new exercise chair yoga class is coming on Tuesday in September. Also coming in September is a Balance Workshop. It is a program designed to reduce the fear of falling and increase activity levels, while learning strategies to take more control of your life. Marla ask that if there are any problems going on in the Center or on trips that we would please come to her, so that as Director of the Center, she can handle the problem. Marla said that the Center will be closed on Monday September 3<sup>rd</sup> in observance of Labor Day. Marla ask for photos of events. She announced that the Sock Hop will be Friday October 19<sup>th</sup>. Selfie Day is August 15<sup>th</sup> at City Hall, a good idea would be for all the Board Members to meet and take a picture.

No Old Business to discuss.

New Business: Loretta brought a copy of Alvin Sun Newspaper with article in Letter to Editor about Ron Shepherd's service at the Senior Center. Beverly Kimbrough ask for the copy so she could put it in scrapbook.

Beverly Kimbrough made a motion to adjourn, Marie Hodges seconded the motion, all agreed.

Respectfully Submitted by,

*Loretta Smith* Board Member

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING AND**  
**EXECUTIVE SESSION**  
**THURSDAY SEPTEMBER 20, 2018**  
**7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Regular Session at 7:00 p.m. in the Council Chambers at City Hall, with the following members present: Mayor Pro-Tem Keith Thompson; Council members: Gabe Adame, Joel Castro, Scott Reed, and Glenn Starkey.

**Staff members present:** Junru Roland, City Manager/CFO; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Dan Kelinske, Parks and Recreation Director, Brian Smith, Director of Public Services and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Judy Zavalla gave the invocation.

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

**PUBLIC COMMENT**

Eugene Bauer spoke before City Council about listing inactive boards and commissions on the city's website.

**PRESENTATIONS**

Robert E. Lee, Chief of Police presented the annual update for the Police Department.

**CONSENT AGENDA**

Consider the approval of the September 6, 2018 City Council meeting minutes.

Consider approval of the September 13, 2018 Special City Council meeting minutes.

Consider Resolution 18-R-28, adopting the Fiscal Year 2018-2019 City of Alvin Investment Policy; providing for an effective date; and setting forth other related matters.

*Pursuant to Chapter 2256.005 of the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City's current Investment Policy has been certified by the Government Treasurers' Organization of Texas (GTOT) as meeting the requirements of the Public Funds Investment Act. As a result, for fiscal year 2018-19, staff is not recommending any revisions to the City's current investment policy.*

Consider a bid award to Brenntag Southwest, Inc. to purchase Sodium Hypochlorite for one (1) year, with the option to extend for one year at the same terms and conditions, for an estimated total of \$60,000; and authorize the City Manager to sign the contract upon legal review.

*Sodium Hypochlorite chemical is used to disinfect effluent (treated wastewater) from the City's wastewater treatment plant. On August 14, 2018, bids were opened and Brenntag Southwest Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$.7675 per gallon. The projected annual cost for Sodium Hypochlorite in FY18 at \$.7675 per gallon is \$60,000. Last year, \$58,780 was spent on Sodium Hypochlorite at \$.77 per gallon. Upon Council approval an award letter will be sent to vendor and City departments.*

Consider Resolution 18-R-30, finding that Texas New Mexico Power Company's ("TNMP") application to change rates within the City should be denied; finding that the City's reasonable rate

case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

*The City of Alvin is a member of the Gulf Coast Coalition of Cities (GCCC), a coalition of cities known alternatively as the Cities Served by Texas-New Mexico Power Company ("TNMP Cities"). TNMP Cities has been an important interest advocating before the Public Utility Commission and the Courts on electric utility regulation matters for a number of years.*

*On May 30, 2018, Texas-New Mexico Power Company ("TNMP" or "Company") filed an application to change rates with cities retaining original jurisdiction. In the filing, the Company sought to increase system-wide transmission and distribution rates by \$33.3 million, or approximately 16.6% over present revenues. This equated to a 23.4% increase in residential rates and a 11.8% increase in street lighting rates. If approved, monthly rates would increase by approximately \$12.21 for an average residential customer.*

*In May 2018, TNMP Cities engaged the services of two consultants, Mr. Lane Kollen and Mr. Richard Baudino, to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, the TNMP Cities' attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, TNMP will have 30 days to appeal the decision to the Public Utility Commission of Texas, where the appeal will be consolidated with TNMP's filing (i.e., PUC Docket No. 48401) currently pending at the Commission.*

*The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. In accordance with the law, on June 21, 2018, Council passed Resolution 18-R-22 suspending the July 5, 2018 effective date of Texas-New Mexico Power Company's (TNMP's) requested rate change. Under a pending settlement between parties (including TNMP Cities) and TNMP, the Company's request is substantially reduced. Under the proposed settlement, the Company would be permitted a \$10 million increase, or approximately a 6.6% increase in its revenues. This would result in a 9.9% increase to residential rates and no increase to street lighting rates. However, that settlement remains in the process of being finalized. The requested Council action is therefore denial of TNMP's original, \$33.3 million proposed increase.*

Consider Interlocal Agreement with Brazoria County for the Fiscal Year 2018-2019 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

*The proposed Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance and/or repair of two miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered into this partnership with Brazoria County in 1991, and has continued to use the program since that time. This program provides for low cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991. In the last four years, the program has achieved the rehabilitation and paving of 74,000 linear feet of asphalt or 13 miles, averaging 2.3325 miles per year.*

*Should City Council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment. This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.*

Consider annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$163,128.02, for the City of Alvin windstorm and hail coverage for FY19; and authorize the City Manager to sign the Proposal Acceptance Form.

*Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e., hurricane and hail damage. The City's general property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP]) does not provide full windstorm and hail coverage for all city facilities. Currently, TMLIRP only provides windstorm coverage through their Coastal Storm Fund for wind resistive facilities, which includes City Hall, the Alvin Museum, and the Wastewater Treatment Building. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current (annual) windstorm policy with VOSCO expires October 1, 2018.*

*VOSCO canvassed the open marketplace and approached 17 different carriers on behalf of the City of Alvin. Each carrier modeled and reviewed multiple layers (i.e., primary, buffers, and excess), as well as various terms (deductibles, extensions*

of coverage, etc.) in an attempt to yield the most competitive placement available. Of the 17 carriers that were approached, 6 declined to submit a proposal, 5 carriers only offered excess coverage, with the remaining carriers offering outrageous deductibles and/or high premiums. VOSCO did not approach Texas Windstorm Insurance Association (TWIA) for FY19 because the City has approximately \$16 million in scheduled value that would not qualify for coverage under TWIA, and TWIA's annual premium for the limited coverage would be in the ballpark of \$160,000.

VOSCO is proposing 2 options:

1. Option 1 – AmRisc Carriers
  - a. Total Insurable Value Limit \$33.3 million
  - b. Deductible \$10,000 per occurrence (wind/hail)
  - c. Deductible \$165,000 per occurrence (wind-driven precipitation)
  - d. Annual Premium \$163,128.02
  
2. Option 2 – AmRisc Carriers
  - a. Total Insurable Value Limit \$33.3 million
  - b. Deductible \$25,000 per occurrence (wind/hail)
  - c. Deductible \$165,000 per occurrence (wind-driven precipitation)
  - d. Annual Premium \$160,429.51

Even though the FY19 annual premium for option #1 is \$2,698 more than option #2, the deductible per occurrence for option #1 is \$15,000 less than option #2. With that, staff recommends that City Council approve Option #1 for windstorm coverage for FY19.

AmRisc currently writes coverage for several entities in Texas, including but not limited to: Dickinson, Manvel, Sweeny, Pearland, Bay City, Friendswood, Kemah, Lake Jackson, Oyster Creek, Richwood, and Brazoria.

For FY18 the windstorm coverage for the City included the following:

- a. Total Insurable Value Limit \$32.9 million
- b. Deductible \$10,000 per occurrence (wind/hail)
- c. Annual Premium \$162,713.25

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

## **OTHER BUSINESS**

Consider Ordinance 18-O, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2018-2019; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

*On July 19, 2018, the City Manager presented the FY 2018-2019 proposed budget to City Council. Subsequently, two budget workshops were held on August 2, 2018, and August 9, 2018, whereby City Council and staff reviewed the proposed budget.*

*State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.*

Council member Adame moved to approve Ordinance 18-O, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2018-2019; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto; Seconded by Council member Starkey; motion to approve carried on a vote of 5 Ayes.

Consider Ordinance 18-P, adopting a tax rate of \$0.7880 (the current tax rate), which is effectively a 3.26 percent increase in the tax rate; and direct the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.

*A taxing unit may not impose property taxes an any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.*

*For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.*

*According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the effective tax rate) percent increase in the tax rate."*

*For Tax Year 2018, staff is proposing that city council adopt a tax rate of \$0.7880 per \$100 of taxable assessed value, which is 3.26% above the 2018 effective tax rate of \$0.763094.*

Tax Year	2013	2014	2015	2016	2017	<b>2018</b>
Tax Rate	\$0.8436	\$0.8386	\$0.8386	\$0.7980	\$0.7880	<b>\$0.7880</b>

Council member Adame stated that this was not a tax increase.

Council member Starkey moved to approve Ordinance 18-P, adopting a tax rate of \$0.7880, which is effectively a 3.26 percent increase in the tax rate; and direct the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied. Seconded by Council member Castro; motion to approve carried on a vote of 5 Ayes.

**Consider Resolution 18-R-34, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.**

*The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use, and provide recreational service(s) or to meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), the Parks and Recreation Board, and Parks Department staff. Changes to this policy were previously approved by City Council on March 6, 2014 with Resolution 14-R-05.*

*On August 7, 2018, a joint meeting was held between the Alvin Sport Associations, the Parks and Recreation Advisory Board, and Parks Department staff, to review and discuss proposed changes to the Athletic Facilities Policy. And on September 4, 2018, the Parks and Recreation Board unanimously approved changes to the Athletic Facilities Policy.*

*The proposed changes to the current Athletic Facilities Policy upon adoption of Resolution 18-R-34 include:*

- Guidance for NON-Alvin Sport Associations to become an Alvin Sport Association (ASA);*
- Requiring all ASAs to conduct background checks on all volunteer or paid employees that interact with youth;*
- Waiving athletic field light usage fee up to eight hours per month per ASA (maximum monthly value \$280); and*
- Annual inspection of concession area operated by ASA (where applicable) by Health Inspector and Fire Marshal.*

Mr. Kelinske reviewed the amendments to the policy.

Council member Reed moved to approve Resolution 18-R-34, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Starkey; motion to approve carried on a vote of 5 Ayes.

**Consider Resolution 18-R-29, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2019.**

Council member Adame moved to approve Resolution 18-R-29, appointing Council member Adam Arendell to serve as the representative and Council member Joel Castro as an alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2019. Seconded by Council member Adame; motion to approve carried on a vote of 5 Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Mr. Junru Roland, City Manager, reviewed the preliminary list for the October 4, 2018 City Council meeting.

### **ITEMS OF COMMUNITY INTEREST**

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

Mrs. Roberts reviewed items of community interest.

Council member Reed encouraged citizens to check their smoke detectors. He thanked the Alvin Police and Fire Department for their quick response to a fire in the upstairs portion of his house.

Council member Castro thanked the Parks Department for obtaining the KaBoom grant for a new playground at Newman Park.

Council member Adame encouraged volunteering and donating needed items to the Alvin Animal Adoption Center

Council member Starkey extended an invitation to the Alvin Masonic Lodge Open House on September 27<sup>th</sup>, where Jill Craddick Ray of Archangels and Katie Kwirk, will both be honored for their humanitarian work in the community,

### **EXECUTIVE SESSION**

Mayor pro-tem Thompson called for an executive session at 7:32 p.m. in accordance to the following:

Texas Government Code Section 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Manager employment contract.
2. Municipal Court Judge employment contract.

### **RECONVENE TO OPEN SESSION**

Take action on Executive Session item if necessary.

Mayor pro tem Thompson reconvened into open session at 8:06 p.m.

Council member Reed moved to approve the Employment Agreement with City Manager Junru Roland. Second my Council member Adame; motion carried with a vote of 5 ayes.

Council member Starkey moved to approve the Employment Agreement with new Municipal Court Presiding Judge, Deanie King, effective October 1, 2018. Second my Council member Adame; motion carried with a vote of 5 ayes.

### **ADJOURNMENT**

Mayor Pro-tem adjourned the meeting at 8:07 p.m.

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

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

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



# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49; jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters – first reading.

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

**Summary:** On July 19, 2018, Walton Texas, petitioned the City for the discontinuance of approximately 817 acres of land, and the jurisdictional annexation of approximately 4.51 acres of land, consisting of a five (5) foot wide strip, the majority of said property being located within Brazoria County Municipal Utility Districts (MUDs) Number 48 and Number 49. These MUDs 48 and 49 will become extra territorial jurisdiction MUDs.

The discontinuance and jurisdictional annexation property are more particularly described by metes and bounds in Exhibits A and B, attached to Ordinance 18-Q.

On August 2, 2018, Council approved the commencement of discontinuance and annexation procedures, and held two (2) public hearings as required by law on September 6, 2018, and September 13, 2018.

Staff recommends approval of Ordinance 18-Q on first reading. The second reading of this ordinance will be held on October 18, 2018.

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 9/27/2018 SLH

**Supporting documents attached:**

- Ord. 18-Q
- Exhibit A – Discontinuance Property Description
- Exhibit B – Jurisdictional Annexation Property Description

**Recommendation:** Move to approve Ordinance 18-Q, discontinuing 817.85 acres of land, more or less, more particularly described in Exhibit A (formally described as Brazoria County Municipal Utility Districts (MUD) 48 & MUD 49; jurisdictionally annexing 4.51 acres of land, more or less, consisting of a five (5) foot wide strip of land, more particularly described in Exhibit B; providing for open meetings, and other related matters on first reading.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## ORDINANCE 18-Q

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, DISCONTINUING 817.85 ACRES OF LAND, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; JURISDICTIONALLY ANNEXING 4.51 ACRES OF LAND, MORE OR LESS, CONSISTING OF A FIVE (5) FOOT WIDE STRIP OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT B; PROVIDING FOR OPEN MEETINGS, AND OTHER RELATED MATTERS.**

**WHEREAS**, on July 19, 2018, the owner (the “Petitioner”) of certain property located within Brazoria County, Texas, petitioned the City of Alvin, Texas (herein the “City”), a home-rule municipality, for discontinuance of approximately 817.85 acres (the “Discontinuance Property”), from the municipal boundaries of the City, in accordance with Section 43.154 of the Texas Local Government Code; and

**WHEREAS**, the Petitioner also simultaneously petitioned the City for jurisdictional annexation of approximately 4.51 acres consisting of a five (5) foot wide strip (the “Jurisdictional Annexation Property”), more particularly described herein into the City limits, in accordance with Section 43.052(h)(2) of the Texas Local Government Code; and

**WHEREAS**, the City Council authorized the commencement of discontinuance and annexation procedures with the respect to the property described in herein, on August 2, 2018, in Resolution 18-R-24; and

**WHEREAS**, the City Charter authorizes the City Council to unilaterally discontinue and annex property within its city limits; and

**WHEREAS**, the City Council has determined that it is appropriate to discontinue the property described in Exhibit A and jurisdictionally annex the property described in Exhibit B under the authority of the City Charter, subject to satisfying the procedural requirements for the discontinuance and annexation of land set forth in the City Charter and state law;

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Discontinuance.** The City hereby discontinues for all purposes the property as follows:

A 295.76-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as

conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

A 522.09-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

**Save and Except:** All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755, with a total of 523.53 acres of land, more or less, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

And all of an 80-foot Access Easement being 1.44-acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less, and being more particularly shown and described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes.

**Section 3. Jurisdictional Annexation.** The City hereby jurisdictionally annexes the property as follows:

Tract I

A 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit "B," attached hereto and incorporated herein for all purposes.

Tract II

A 0.43 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real

Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit “B,” attached hereto and incorporated herein for all purposes.

Tract III

A 1.88 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described by metes and bounds in Exhibit “B,” attached hereto and incorporated herein for all purposes.

**Section 4. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance 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 Resolution are declared to be severable.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

**PASSED and APPROVED** on second and final reading on the \_\_\_\_ day of October 2018.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

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

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



## **Exhibit “A”**

### **Discontinuance Property Description**

A 295.76-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk’s File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

A 522.09-acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08-acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk’s File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

**Save and Except:** All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk’s File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk’s File Number 2004047755, with a total of 523.53 acres of land, more or less, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

And all of an 80-foot Access Easement being 1.44-acre tract of land as recorded under Brazoria County Clerk’s File Number 03-040034. With a total of 522.09 acres of land, more or less, and being more particularly shown and described in Exhibit “A,” attached hereto and incorporated herein for all purposes.

Exhibit A

Being a 295.76 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 295.76 acre tract of land is more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of said 2,075.08 acre tract of land, the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1 and the POINT OF

Exhibit A

BEGINNING of the herein described tract of land;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South  $84^{\circ} 05' 00''$  East, 862.55 feet to a point for corner;
- North  $62^{\circ} 57' 00''$  East, 476.33 feet to a point for corner;
- North  $27^{\circ} 03' 00''$  West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North  $60^{\circ} 26' 18''$  East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for corner, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South  $27^{\circ} 01' 02''$  East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 436.03 feet to a point for the Northeast corner of a called 2.84 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South  $62^{\circ} 58' 58''$  West with the Northwesterly line of said 2.84 acre tract, 382.38 feet to a point for the Northwest

Exhibit A

corner of said 2.84 acre tract;

THENCE South  $19^{\circ} 16' 54''$  East with the West line of said 2.84 acre tract, 287.03 feet to a point for the Southwest corner of said 2.84 acre tract;

THENCE North  $70^{\circ} 43' 06''$  East with the South line of said 2.84 acre tract, 223.05 feet to an angle point for corner;

THENCE North  $62^{\circ} 58' 58''$  East with the Southeasterly line of said 2.84 acre tract, 200.00 feet to a point for the Southeast corner of said tract, being in the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South  $27^{\circ} 01' 02''$  East with said Southwesterly right-of-way line, the Southwesterly line of said Savannah Plantation, Section Three, 304.52 feet to a point for the Northeast corner of a called 1.00 acre tract of land conveyed to S.P. Utility Company, Inc. as recorded in File Number 2003-040036 of the Clerk's Files of Brazoria County, Texas;

THENCE South  $62^{\circ} 58' 58''$  West with the Northwesterly line of said 1.00 acre tract, 181.50 feet to a point for the Northwest corner of said 1.00 acre tract;

THENCE South  $27^{\circ} 01' 02''$  East with the Westerly line of said 1.00 acre tract, 240.00 feet to a point for the Southwest corner of said 1.00 acre tract;

THENCE North  $62^{\circ} 58' 58''$  East with the Southerly line of said

Exhibit A

1.00 acre tract, 181.50 feet to a point for the Southeast corner of said 1.00 acre tract, being in said Southwesterly right-of-way line of Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three;

THENCE with the West line of said Savannah Plantation, Section Three, as follows:

- South  $27^{\circ} 01' 02''$  East, 153.29 feet to a point for corner, at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of South  $10^{\circ} 29' 48''$  East, 355.45 feet, a radius of 625.00 feet, a central angle of  $33^{\circ} 02' 27''$ , for an arc length of 360.42 feet to a point for corner;

- South  $06^{\circ} 01' 25''$  West, 492.47 feet to a point for corner;
- North  $83^{\circ} 58' 35''$  West, 50.00 feet to a point for corner;
- South  $06^{\circ} 01' 25''$  West, 80.00 feet to a point for corner;
- South  $83^{\circ} 58' 35''$  East, 147.19 feet to a point for corner;
- South  $06^{\circ} 01' 25''$  West, 390.00 feet to a point for the Southwest corner of said Savannah Plantation, Section Three;

THENCE South  $83^{\circ} 58' 35''$  East with the South line of said Savannah Plantation, Section Three, 2,543.73 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South  $62^{\circ} 54' 39''$  West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet

Exhibit A

to a point for corner;

THENCE South  $63^{\circ} 00' 17''$  West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North  $27^{\circ} 03' 00''$  West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South  $62^{\circ} 57' 00''$  West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North  $27^{\circ} 03' 00''$  West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North  $62^{\circ} 57' 00''$  East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said

Exhibit A

Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North 27° 03' 00" West with said common line, 95.35 feet to the POINT OF BEGINNING; containing 295.76 acres of land, more or less.

Exhibit A

Being a 522.09 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 2,075.08 acre tract of land as conveyed in Special Warranty Deed to SUNTEX FULLER CORPORATION, recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas; said 522.09 acre tract of land is more particularly described by metes and bounds as follows;

**BEGINNING** at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit A

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;

Exhibit A

- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;
- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;

Exhibit A

- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;
- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;

Exhibit A

- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;
- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;

Exhibit A

- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;
- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;

Exhibit A

- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;
- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;

Exhibit A

- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;
- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for

Exhibit A

the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, the West line of the herein described tract of land as follows:

- Along the arc of said non-tangent curve to the right, having a chord of North  $17^{\circ} 20' 19''$  East, 788.14 feet, a radius of 2,230.00 feet, a central angle of  $20^{\circ} 21' 25''$ , an arc length of 792.31 feet to a point of non-tangent reverse curvature for corner;

- Along the arc of said non-tangent reverse curve to the left, having a chord of North  $05^{\circ} 50' 56''$  West, 235.49 feet, a radius of 200.00 feet, a central angle of  $72^{\circ} 08' 00''$ , an arc length of 251.79 feet to a point for corner;

- North  $41^{\circ} 54' 56''$  West, 411.19 feet to a point for corner at the beginning of a curve to the right;

- Along the arc of said curve to the right, having a chord of North  $30^{\circ} 37' 03''$  West, 352.64 feet, a radius of 900.00 feet, a central angle of  $22^{\circ} 35' 45''$ , an arc length of 354.93 feet to a point for corner;

- North  $19^{\circ} 19' 11''$  West, 470.76 feet to a point for the Northeast corner of said Savannah Plantation, Section Three, being in the South line of Savannah Plantation, Section Four as recorded in Volume 21, Pages 153-154 of the Map Records of Brazoria County, Texas and being on the south line of a called 38.90 acre tract as

Exhibit A

recorded under Brazoria County Clerk's File Number 2009028077;

THENCE South  $70^{\circ} 40' 49''$  West, 289.63 feet along said south line to a point for the southwesterly corner of the said 38.90 acre tract and being the southeasterly corner of the Re-plat of Savannah Plantation Section Four as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

THENCE North  $19^{\circ} 18' 09''$  West, 396.63 feet along the common line of said 38.90 acre tract and the east line of said Re-plat of Savannah Plantation Section Four to a point for beginning of a non-tangent curve to the left and being on the southerly right-of-way line of Stratford Hall Drive (80 feet wide) as recorded under Plat File Number 2011036858 of the Plat Records of Brazoria County;

- Along the arc of said curve to the left, having a chord of North  $19^{\circ} 18' 09''$  West, 80.00 feet, a radius of 60.00 feet, a central angle of  $276^{\circ} 22' 46''$ , an arc length of 289.42 feet to a point on the north right-of-way line of said Stratford Hall Drive;

THENCE South  $70^{\circ} 41' 51''$  West, 58.44 feet along said common line to a point for an interior corner;

THENCE North  $19^{\circ} 18' 09''$  West, 397.84 feet along said common line to a point for an interior corner;

THENCE South  $70^{\circ} 43' 06''$  West, 3,219.89 feet to a point for the Northwest corner of said Savannah Plantation, Section Four, in the Northeasterly line of said Savannah Plantation, Section Three,

Exhibit A

the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in said Savannah Plantation, Section Three;

THENCE North 27° 01' 02" West, passing at a distance of 695.14 feet a point marking the Northernmost Northeast corner of said Savannah Plantation, Section Three, being the Southeast corner of Savannah Plantation, Section Two, as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas; and continuing for a total distance of 1,173.56 feet to a point for the Southwest corner of Savannah Plantation, Section One (Unrecorded);

THENCE with the Southeasterly line of said Savannah Plantation, Section One as follows:

- North 62° 58' 58" East, 1515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One;

- North 27° 01' 02" West, 786.10 feet to a point for the Northeast corner of said Savannah Plantation, Section One, the Northwest corner of the herein described tract of land, in the Centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said

Exhibit A

common survey line, 2,586.70 feet to the **POINT OF BEGINNING**;  
containing 531.67 acres of land, more or less.

**SAVE AND EXCEPT:** All of a called 4.80 acres described in a document to Century Concrete Partners, Inc. as recorded under Brazoria County Clerk's File Number 2014015716 and all of a called 3.34 acres described in a document to Savannah Plantation Development, LP as recorded under Brazoria County Clerk's File Number 2004047755. With a total of 523.53 acres of land, more or less.

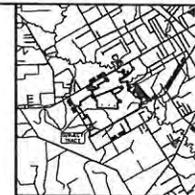
And all of an 80 foot Access Easement being 1.44 acre tract of land as recorded under Brazoria County Clerk's File Number 03-040034. With a total of 522.09 acres of land, more or less.

Exhibit A

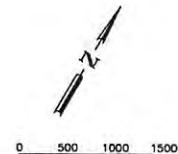
This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



*James B. McAllister, Jr.* 06/21/18  
James B. McAllister, Jr. RPLS No.  
5717  
BGE, Inc.  
10777 Westheimer Road, Suite 400  
Houston, Texas 77042  
Telephone: (281) 558-8700  
TBPLS Licensed Surveying Firm No.  
10106500

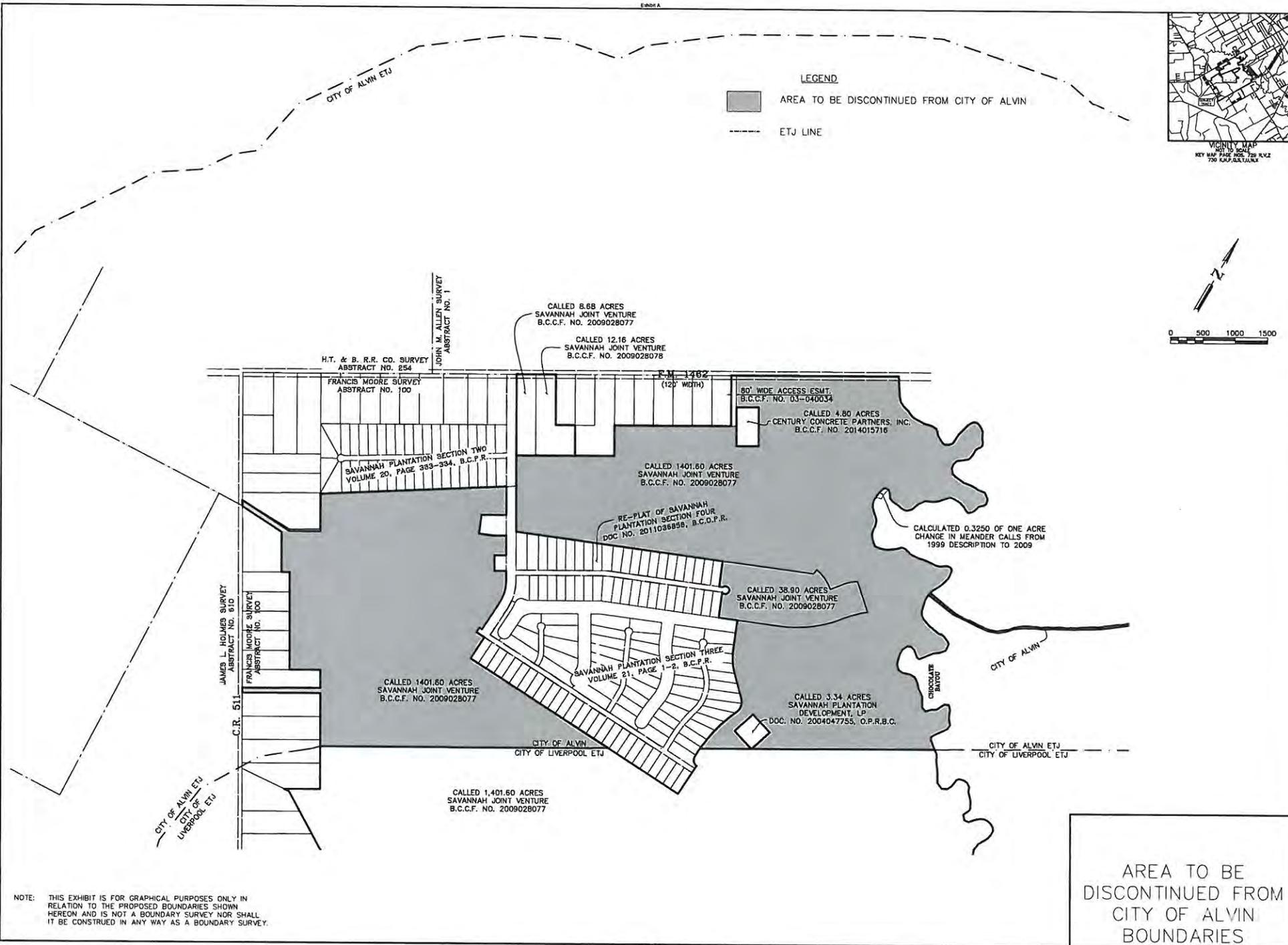


VICINITY MAP  
SCALE  
KEY MAP PAGE NOS. 228-242  
700 KUP, S.A. TEXAS



LEGEND

- AREA TO BE DISCONTINUED FROM CITY OF ALVIN
- - - - - ETJ LINE



NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED BOUNDARIES SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

AREA TO BE DISCONTINUED FROM CITY OF ALVIN BOUNDARIES

## **Exhibit “B”**

### **Annexation Property Description**

#### Tract I

A 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

#### Tract II

A 0.43 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

#### Tract III

A 1.88 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk’s File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.P.B.C.), Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Exhibit B

Tract I

Being a 2.20 acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County (O.P.R.R.P.B.C.), Texas; said 2.20 acre tract of land is more particularly described by metes and bounds as follows;

**BEGINNING** at a point for corner in the North line of said Francis Moore League, Abstract-100 and the South line of J.M. Allen Survey, Abstract 1, said common line being the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the Westerly bank of Chocolate Bayou, same being the Northeast corner of the herein described parcel;

THENCE with said Westerly bank of Chocolate Bayou as follows:

- South 29° 37' 12" East, 286.76 feet to a point for corner;
- South 37° 37' 45" East, 98.60 feet to a point for corner;
- South 58° 12' 19" East, 74.12 feet to a point for corner;
- South 65° 18' 15" East, 39.36 feet to a point for corner;
- South 72° 50' 52" East, 84.71 feet to a point for corner;
- South 62° 07' 23" East, 50.26 feet to a point for corner;
- South 63° 42' 25" East, 61.61 feet to a point for corner;
- South 83° 58' 31" East, 62.15 feet to a point for corner;

Exhibit B

- South 89° 46' 42" East, 156.44 feet to a point for corner;
- North 78° 40' 17" East, 114.42 feet to a point for corner;
- South 83° 48' 49" East, 75.14 feet to a point for corner;
- South 44° 41' 36" East, 53.64 feet to a point for corner;
- South 35° 59' 27" East, 41.91 feet to a point for corner;
- South 54° 37' 18" East, 72.75 feet to a point for corner;
- South 60° 13' 15" East, 82.99 feet to a point for corner;
- South 84° 59' 15" East, 41.40 feet to a point for corner;
- North 65° 07' 37" East, 49.36 feet to a point for corner;
- North 49° 04' 05" East, 45.02 feet to a point for corner;
- North 27° 07' 24" East, 42.50 feet to a point for corner;
- North 05° 24' 53" East, 150.68 feet to a point for corner;
- North 17° 46' 16" East, 205.58 feet to a point for corner;
- North 29° 54' 00" East, 69.19 feet to a point for corner;
- North 53° 46' 00" East, 41.16 feet to a point for corner;
- North 73° 56' 12" East, 44.86 feet to a point for corner;
- South 74° 06' 34" East, 48.00 feet to a point for corner;
- South 57° 22' 21" East, 52.53 feet to a point for corner;
- South 46° 11' 23" East, 60.40 feet to a point for corner;
- South 23° 42' 34" East, 110.24 feet to a point for corner;
- South 37° 15' 55" East, 67.68 feet to a point for corner;
- South 13° 20' 22" East, 50.54 feet to a point for corner;
- South 13° 56' 17" West, 30.35 feet to a point for corner;
- South 43° 44' 18" West, 45.77 feet to a point for corner;
- South 28° 21' 38" West, 43.10 feet to a point for corner;
- South 02° 44' 06" West, 78.01 feet to a point for corner;

Exhibit B

- South 12° 50' 40" West, 81.68 feet to a point for corner;
- South 30° 17' 22" West, 34.87 feet to a point for corner;
- South 55° 21' 34" West, 172.54 feet to a point for corner;
- South 24° 06' 16" West, 50.46 feet to a point for corner;
- South 02° 02' 05" West, 40.80 feet to a point for corner;
- South 06° 26' 16" East, 53.32 feet to a point for corner;
- South 36° 15' 31" East, 78.14 feet to a point for corner;
- South 70° 27' 18" East, 63.39 feet to a point for corner;
- South 82° 03' 36" East, 171.66 feet to a point for corner;
- North 83° 34' 28" East, 126.11 feet to a point for corner;
- South 87° 49' 03" East, 54.71 feet to a point for corner;
- South 80° 56' 32" East, 64.45 feet to a point for corner;
- North 84° 13' 38" East, 108.16 feet to a point for corner;
- South 49° 12' 27" East, 91.66 feet to a point for corner;
- South 29° 23' 53" East, 36.26 feet to a point for corner;
- South 08° 12' 55" East, 50.07 feet to a point for corner;
- South 14° 12' 56" West, 32.94 feet to a point for corner;
- South 41° 22' 38" West, 30.22 feet to a point for corner;
- South 62° 38' 50" West, 27.71 feet to a point for corner;
- South 46° 50' 24" West, 40.68 feet to a point for corner;
- South 19° 42' 22" West, 78.54 feet to a point for corner;
- South 29° 41' 54" West, 57.57 feet to a point for corner;
- South 54° 43' 10" West, 59.98 feet to a point for corner;
- North 75° 12' 03" West, 28.25 feet to a point for corner;
- North 58° 05' 53" West, 80.22 feet to a point for corner;
- North 68° 16' 26" West, 80.89 feet to a point for corner;

Exhibit B

- North 84° 24' 48" West, 113.51 feet to a point for corner;
- South 85° 36' 43" West, 57.64 feet to a point for corner;
- South 59° 07' 07" West, 35.52 feet to a point for corner;
- South 43° 10' 00" West, 173.07 feet to a point for corner;
- South 58° 18' 23" West, 59.61 feet to a point for corner;
- South 65° 27' 02" West, 95.46 feet to a point for corner;
- South 75° 33' 32" West, 38.58 feet to a point for corner;
- South 41° 03' 58" West, 116.50 feet to a point for corner;
- South 22° 37' 47" West, 141.61 feet to a point for corner;
- South 50° 15' 58" West, 35.62 feet to a point for corner;
- South 56° 20' 46" West, 45.50 feet to a point for corner;
- South 76° 05' 17" West, 34.12 feet to a point for corner;
- North 84° 28' 59" West, 68.63 feet to a point for corner;
- North 73° 17' 07" West, 48.33 feet to a point for corner;
- North 82° 37' 09" West, 97.81 feet to a point for corner;
- North 70° 03' 45" West, 68.68 feet to a point for corner;
- North 31° 08' 18" West, 94.47 feet to a point for corner;
- North 53° 10' 57" West, 46.64 feet to a point for corner;
- South 88° 04' 18" West, 51.20 feet to a point for corner;
- South 48° 48' 10" West, 34.38 feet to a point for corner;
- South 24° 58' 40" West, 28.83 feet to a point for corner;
- South 14° 30' 57" West, 62.55 feet to a point for corner;
- South 11° 22' 46" West, 47.19 feet to a point for corner;
- South 06° 21' 31" West, 71.09 feet to a point for corner;
- South 01° 53' 08" East, 54.84 feet to a point for corner;
- South 22° 47' 28" East, 73.62 feet to a point for corner;

Exhibit B

- South 40° 22' 45" East, 88.74 feet to a point for corner;
- South 49° 22' 08" East, 65.26 feet to a point for corner;
- South 43° 59' 08" East, 38.80 feet to a point for corner;
- South 23° 37' 58" East, 41.60 feet to a point for corner;
- South 13° 27' 43" East, 72.46 feet to a point for corner;
- South 04° 01' 07" West, 42.58 feet to a point for corner;
- South 06° 34' 31" East, 63.66 feet to a point for corner;
- South 27° 26' 58" East, 82.58 feet to a point for corner;
- South 43° 05' 31" East, 75.71 feet to a point for corner;
- South 56° 19' 30" East, 49.62 feet to a point for corner;
- South 67° 40' 45" East, 29.88 feet to a point for corner;
- North 79° 19' 18" East, 74.56 feet to a point for corner;
- North 76° 45' 00" East, 53.43 feet to a point for corner;
- North 65° 44' 53" East, 63.34 feet to a point for corner;
- North 56° 48' 14" East, 127.00 feet to a point for corner;
- North 49° 25' 33" East, 78.20 feet to a point for corner;
- North 67° 53' 48" East, 26.43 feet to a point for corner;
- South 88° 06' 40" East, 37.72 feet to a point for corner;
- South 74° 00' 35" East, 71.50 feet to a point for corner;
- South 65° 57' 46" East, 38.27 feet to a point for corner;
- South 89° 42' 38" East, 87.64 feet to a point for corner;
- North 85° 26' 05" East, 90.72 feet to a point for corner;
- North 80° 10' 34" East, 82.71 feet to a point for corner;
- North 87° 00' 20" East, 124.97 feet to a point for corner;
- North 89° 26' 04" East, 57.86 feet to a point for corner;
- North 77° 34' 48" East, 49.14 feet to a point for corner;

Exhibit B

- North 58° 17' 24" East, 108.39 feet to a point for corner;
- North 75° 24' 28" East, 30.99 feet to a point for corner;
- South 88° 57' 13" East, 34.60 feet to a point for corner;
- South 56° 09' 02" East, 32.08 feet to a point for corner;
- South 22° 58' 47" East, 33.43 feet to a point for corner;
- South 05° 22' 46" East, 44.50 feet to a point for corner;
- South 05° 06' 14" East, 36.88 feet to a point for corner;
- South 01° 13' 08" West, 27.95 feet to a point for corner;
- South 15° 10' 17" West, 107.22 feet to a point for corner;
- South 23° 55' 06" West, 72.71 feet to a point for corner;
- South 30° 49' 01" West, 145.30 feet to a point for corner;
- South 15° 47' 42" West, 100.00 feet to a point for corner;
- South 04° 46' 36" West, 54.14 feet to a point for corner;
- South 02° 57' 21" East, 60.40 feet to a point for corner;
- South 10° 08' 35" East, 49.22 feet to a point for corner;
- South 09° 42' 06" East, 58.74 feet to a point for corner;
- South 07° 38' 22" East, 36.41 feet to a point for corner;
- South 31° 36' 51" East, 65.72 feet to a point for corner;
- South 51° 26' 07" East, 61.58 feet to a point for corner;
- South 67° 13' 50" East, 144.59 feet to a point for corner;
- South 77° 25' 44" East, 191.64 feet to a point for corner;
- North 78° 29' 03" East, 44.38 feet to a point for corner;
- South 78° 19' 52" East, 41.39 feet to a point for corner;
- South 66° 14' 34" East, 44.08 feet to a point for corner;
- South 61° 53' 03" East, 46.63 feet to a point for corner;
- South 49° 56' 58" East, 51.47 feet to a point for corner;

Exhibit B

- South 02° 17' 31" East, 112.25 feet to a point for corner;
- South 43° 16' 43" West, 98.84 feet to a point for corner;
- South 57° 11' 33" West, 98.06 feet to a point for corner;
- South 40° 07' 08" West, 236.64 feet to a point for corner;
- North 70° 59' 30" West, 57.49 feet to a point for corner;
- North 48° 00' 50" West, 118.49 feet to a point for corner;
- North 76° 05' 32" West, 63.06 feet to a point for corner;
- South 69° 35' 35" West, 58.51 feet to a point for corner;
- South 13° 44' 39" West, 184.14 feet to a point for corner;
- South 12° 29' 32" East, 146.42 feet to a point for corner;
- South 41° 49' 23" East, 87.14 feet to a point for corner;
- South 80° 55' 57" East, 86.52 feet to a point for corner;
- North 75° 00' 30" East, 121.65 feet to a point for corner;
- South 87° 45' 43" East, 74.00 feet to a point for corner;
- South 52° 58' 03" East, 81.42 feet to a point for corner;
- South 38° 54' 56" East, 96.24 feet to a point for corner;
- South 50° 58' 05" East, 142.39 feet to a point for corner;
- South 27° 12' 41" East, 168.84 feet to a point for corner;
- South 66° 04' 26" East, 86.14 feet to a point for corner;
- North 47° 10' 06" East, 94.51 feet to a point for corner;
- North 62° 41' 11" East, 70.59 feet to a point for corner;
- North 29° 32' 19" East, 146.55 feet to a point for corner;
- North 64° 55' 24" East, 71.38 feet to a point for corner;
- South 45° 02' 00" East, 69.41 feet to a point for corner;
- South 20° 13' 41" East, 153.12 feet to a point for corner;
- South 39° 23' 59" East, 99.67 feet to a point for corner;

Exhibit B

- South 07° 54' 52" West, 76.85 feet to a point for corner;
- South 38° 29' 47" West, 183.92 feet to a point for corner;
- South 33° 25' 33" West, 89.62 feet to a point for corner;
- South 12° 25' 45" East, 37.02 feet to a point for corner;
- South 47° 14' 01" East, 94.42 feet to a point for corner;
- South 36° 03' 09" East, 77.48 feet to a point for the Southeast corner of the herein described tract of land;

THENCE South 62° 54' 39" West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County M.U.D. No. 50, 3,610.87 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the arc of a non-tangent curve to the right, for the East line of Savannah Plantation, Section Three as recorded in Volume 21, Page 1-2 of the Map Records of Brazoria County, Texas;

THENCE with the East line of said Savannah Plantation, Section Three, and along the arc of said non-tangent curve to the right, having a chord of North 07° 14' 17" East, 6.05 feet, a radius of 2,230.00 feet, a central angle of 00° 09' 20", an arc length of 6.05 feet to a point for corner;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- North 62° 54' 39" East, 3,601.61 feet to a point for corner;
- North 36° 03' 09" West, 71.14 feet to a point for corner;
- North 47° 14' 01" West, 95.50 feet to a point for corner;
- North 12° 25' 45" West, 40.70 feet to a point for corner;
- North 33° 25' 33" East, 91.96 feet to a point for corner;

Exhibit B

- North 38° 29' 47" East, 182.77 feet to a point for corner;
- North 07° 54' 52" East, 73.29 feet to a point for corner;
- North 39° 23' 59" West, 98.32 feet to a point for corner;
- North 20° 13' 41" West, 152.86 feet to a point for corner;
- North 45° 02' 00" West, 64.81 feet to a point for corner;
- South 64° 55' 24" West, 66.28 feet to a point for corner;
- South 29° 32' 19" West, 146.44 feet to a point for corner;
- South 62° 41' 11" West, 71.40 feet to a point for corner;
- South 47° 10' 06" West, 97.12 feet to a point for corner;
- North 66° 04' 26" West, 91.20 feet to a point for corner;
- North 27° 12' 41" West, 169.55 feet to a point for corner;
- North 50° 58' 05" West, 141.87 feet to a point for corner;
- North 38° 54' 56" West, 96.15 feet to a point for corner;
- North 52° 58' 03" West, 79.24 feet to a point for corner;
- North 87° 45' 43" West, 71.68 feet to a point for corner;
- South 75° 00' 30" West, 121.96 feet to a point for corner;
- North 80° 55' 57" West, 89.36 feet to a point for corner;
- North 41° 49' 23" West, 90.22 feet to a point for corner;
- North 12° 29' 32" West, 148.89 feet to a point for corner;
- North 13° 44' 39" East, 187.96 feet to a point for corner;
- North 69° 35' 35" East, 62.70 feet to a point for corner;
- South 76° 05' 32" East, 65.85 feet to a point for corner;
- South 48° 00' 50" East, 118.72 feet to a point for corner;
- South 70° 59' 30" East, 53.04 feet to a point for corner;
- North 40° 07' 08" East, 233.96 feet to a point for corner;
- North 57° 11' 33" East, 98.20 feet to a point for corner;

Exhibit B

- North 43° 16' 43" East, 96.13 feet to a point for corner;
- North 02° 17' 31" West, 107.94 feet to a point for corner;
- North 49° 56' 58" West, 48.74 feet to a point for corner;
- North 61° 53' 03" West, 45.92 feet to a point for corner;
- North 66° 14' 34" West, 43.36 feet to a point for corner;
- North 78° 19' 52" West, 39.83 feet to a point for corner;
- South 78° 29' 03" West, 44.42 feet to a point for corner;
- North 77° 25' 44" West, 193.15 feet to a point for corner;
- North 67° 13' 50" West, 145.73 feet to a point for corner;
- North 51° 26' 07" West, 63.15 feet to a point for corner;
- North 31° 36' 51" West, 67.66 feet to a point for corner;
- North 07° 38' 22" West, 37.38 feet to a point for corner;
- North 09° 42' 06" West, 58.63 feet to a point for corner;
- North 10° 08' 35" West, 49.51 feet to a point for corner;
- North 02° 57' 21" West, 61.05 feet to a point for corner;
- North 04° 46' 36" East, 54.96 feet to a point for corner;
- North 15° 47' 42" East, 101.14 feet to a point for corner;
- North 30° 49' 01" East, 145.66 feet to a point for corner;
- North 23° 55' 06" East, 72.03 feet to a point for corner;
- North 15° 10' 17" East, 106.23 feet to a point for corner;
- North 01° 13' 08" East, 27.06 feet to a point for corner;
- North 05° 06' 14" West, 36.59 feet to a point for corner;
- North 05° 22' 46" West, 43.71 feet to a point for corner;
- North 22° 58' 47" West, 31.17 feet to a point for corner;
- North 56° 09' 02" West, 29.12 feet to a point for corner;
- North 88° 57' 13" West, 32.44 feet to a point for corner;

Exhibit B

- South 75° 24' 28" West, 29.55 feet to a point for corner;
- South 58° 17' 24" West, 108.49 feet to a point for corner;
- South 77° 34' 48" West, 50.51 feet to a point for corner;
- South 89° 26' 04" West, 58.27 feet to a point for corner;
- South 87° 00' 20" West, 124.57 feet to a point for corner;
- South 80° 10' 34" West, 82.64 feet to a point for corner;
- South 85° 26' 05" West, 91.16 feet to a point for corner;
- North 89° 42' 38" West, 88.90 feet to a point for corner;
- North 65° 57' 46" West, 38.97 feet to a point for corner;
- North 74° 00' 35" West, 70.53 feet to a point for corner;
- North 88° 06' 40" West, 36.04 feet to a point for corner;
- South 67° 53' 48" West, 24.55 feet to a point for corner;
- South 49° 25' 33" West, 77.71 feet to a point for corner;
- South 56° 48' 14" West, 127.71 feet to a point for corner;
- South 65° 44' 53" West, 64.21 feet to a point for corner;
- South 76° 45' 00" West, 54.02 feet to a point for corner;
- South 79° 19' 18" West, 76.15 feet to a point for corner;
- North 67° 40' 45" West, 31.86 feet to a point for corner;
- North 56° 19' 30" West, 50.70 feet to a point for corner;
- North 43° 05' 31" West, 76.98 feet to a point for corner;
- North 27° 26' 58" West, 84.19 feet to a point for corner;
- North 06° 34' 31" West, 65.04 feet to a point for corner;
- North 04° 01' 07" East, 42.27 feet to a point for corner;
- North 13° 27' 43" West, 71.25 feet to a point for corner;
- North 23° 37' 58" West, 40.26 feet to a point for corner;
- North 43° 59' 08" West, 37.67 feet to a point for corner;

Exhibit B

- North 49° 22' 08" West, 65.42 feet to a point for corner;
- North 40° 22' 45" West, 89.91 feet to a point for corner;
- North 22° 47' 28" West, 75.32 feet to a point for corner;
- North 01° 53' 08" West, 56.12 feet to a point for corner;
- North 06° 21' 31" East, 71.67 feet to a point for corner;
- North 11° 22' 46" East, 47.55 feet to a point for corner;
- North 14° 30' 57" East, 63.14 feet to a point for corner;
- North 24° 58' 40" East, 30.34 feet to a point for corner;
- North 48° 48' 10" East, 37.22 feet to a point for corner;
- North 88° 04' 18" East, 54.74 feet to a point for corner;
- South 53° 10' 57" East, 49.37 feet to a point for corner;
- South 31° 08' 18" East, 93.68 feet to a point for corner;
- South 70° 03' 45" East, 66.37 feet to a point for corner;
- South 82° 37' 09" East, 97.67 feet to a point for corner;
- South 73° 17' 07" East, 48.25 feet to a point for corner;
- South 84° 28' 59" East, 67.28 feet to a point for corner;
- North 76° 05' 17" East, 32.39 feet to a point for corner;
- North 56° 20' 46" East, 44.36 feet to a point for corner;
- North 50° 15' 58" East, 34.12 feet to a point for corner;
- North 22° 37' 47" East, 141.19 feet to a point for corner;
- North 41° 03' 58" East, 118.86 feet to a point for corner;
- North 75° 33' 32" East, 39.69 feet to a point for corner;
- North 65° 27' 02" East, 94.71 feet to a point for corner;
- North 58° 18' 23" East, 58.63 feet to a point for corner;
- North 43° 10' 00" East, 173.11 feet to a point for corner;
- North 59° 07' 07" East, 37.40 feet to a point for corner;

Exhibit B

- North 85° 36' 43" East, 59.25 feet to a point for corner;
- South 84° 24' 48" East, 114.66 feet to a point for corner;
- South 68° 16' 26" East, 82.04 feet to a point for corner;
- South 58° 05' 53" East, 79.91 feet to a point for corner;
- South 75° 12' 03" East, 25.16 feet to a point for corner;
- North 54° 43' 10" East, 56.53 feet to a point for corner;
- North 29° 41' 54" East, 56.02 feet to a point for corner;
- North 19° 42' 22" East, 79.31 feet to a point for corner;
- North 46° 50' 24" East, 42.58 feet to a point for corner;
- North 62° 38' 50" East, 27.47 feet to a point for corner;
- North 41° 22' 38" East, 28.07 feet to a point for corner;
- North 14° 12' 56" East, 30.74 feet to a point for corner;
- North 08° 12' 55" West, 48.14 feet to a point for corner;
- North 29° 23' 53" West, 34.45 feet to a point for corner;
- North 49° 12' 27" West, 88.64 feet to a point for corner;
- South 84° 13' 38" West, 106.66 feet to a point for corner;
- North 80° 56' 32" West, 64.80 feet to a point for corner;
- North 87° 49' 03" West, 54.03 feet to a point for corner;
- South 83° 34' 28" West, 126.36 feet to a point for corner;
- North 82° 03' 36" West, 172.80 feet to a point for corner;
- North 70° 27' 18" West, 65.44 feet to a point for corner;
- North 36° 15' 31" West, 81.01 feet to a point for corner;
- North 06° 26' 16" West, 55.02 feet to a point for corner;
- North 02° 02' 05" East, 42.15 feet to a point for corner;
- North 24° 06' 16" East, 52.83 feet to a point for corner;
- North 55° 21' 34" East, 172.83 feet to a point for corner;

Exhibit B

- North 30° 17' 22" East, 32.99 feet to a point for corner;
- North 12° 50' 40" East, 80.47 feet to a point for corner;
- North 02° 44' 06" East, 78.70 feet to a point for corner;
- North 28° 21' 38" East, 44.91 feet to a point for corner;
- North 43° 44' 18" East, 45.11 feet to a point for corner;
- North 13° 56' 17" East, 27.81 feet to a point for corner;
- North 13° 20' 22" West, 48.27 feet to a point for corner;
- North 37° 15' 55" West, 67.21 feet to a point for corner;
- North 23° 42' 34" West, 109.84 feet to a point for corner;
- North 46° 11' 23" West, 58.92 feet to a point for corner;
- North 57° 22' 21" West, 51.30 feet to a point for corner;
- North 74° 06' 34" West, 45.83 feet to a point for corner;
- South 73° 56' 12" West, 42.54 feet to a point for corner;
- South 53° 46' 00" West, 39.21 feet to a point for corner;
- South 29° 54' 00" West, 67.60 feet to a point for corner;
- South 17° 46' 16" West, 204.51 feet to a point for corner;
- South 05° 24' 53" West, 151.10 feet to a point for corner;
- South 27° 07' 24" West, 44.43 feet to a point for corner;
- South 49° 04' 05" West, 46.69 feet to a point for corner;
- South 65° 07' 37" West, 51.40 feet to a point for corner;
- North 84° 59' 15" West, 43.83 feet to a point for corner;
- North 60° 13' 15" West, 84.33 feet to a point for corner;
- North 54° 37' 18" West, 73.81 feet to a point for corner;
- North 35° 59' 27" West, 42.35 feet to a point for corner;
- North 44° 41' 36" West, 51.48 feet to a point for corner;
- North 83° 48' 49" West, 72.59 feet to a point for corner;

Exhibit B

- South 78° 40' 17" West, 114.16 feet to a point for corner;
- North 89° 46' 42" West, 157.20 feet to a point for corner;
- North 83° 58' 31" West, 63.30 feet to a point for corner;
- North 63° 42' 25" West, 62.57 feet to a point for corner;
- North 62° 07' 23" West, 49.86 feet to a point for corner;
- North 72° 50' 52" West, 84.57 feet to a point for corner;
- North 65° 18' 15" West, 40.00 feet to a point for corner;
- North 58° 12' 19" West, 75.34 feet to a point for corner;
- North 37° 37' 45" West, 99.86 feet to a point for corner;
- North 29° 37' 12" West, 282.32 feet to a point for corner;
- South 62° 58' 58" West, 2,501.92 feet to a point for corner,

lying on the Northeast line of an 80-Foot Wide Access Easement recorded under Brazoria County Clerk's File Number 03-040034;

- North 27° 01' 02" West, with the Northeast line of said 80-Foot Wide Access Easement, continuing over and across said 1401.60 acre tract, 5.00 feet to a point for the Northwest corner of the herein described tract of land, in the centerline of said F.M. 1462, in said North line of Francis Moore League, A-100, the South line of said J.M. Allen Survey, A-1;

THENCE North 62° 58' 58" East with said centerline and said common survey line, 2,506.70 feet the **POINT OF BEGINNING** and containing 2.20 acres of land.

Exhibit B

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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TBPLS Licensed Surveying Firm No.  
10106500

Exhibit B

Tract II

Being a 0.43 of one acre tract of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 Official Public Records of Real Property in Brazoria County, Texas; said 0.43 of one acre tract of land is more particularly described by metes and bounds as follows;

**BEGINNING** at a point lying in the Northeasterly right-of-way line of Savannah Plantation Drive (150-foot right-of-way) as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas for corner, same being the Southwest corner of Savannah Plantation, Section One (Unrecorded), same also being the most Westerly corner of the herein described parcel;

THENCE with the Southeasterly line of said Savanna Plantation, Section One as follows:

- North 62° 58' 58" East, 1,515.00 feet to a point for corner;
- North 27° 01' 02" West, 474.00 feet to a point for corner;
- North 62° 58' 58" East, 1,800.00 feet to a point for the Easternmost Southeast corner of said Savannah Plantation, Section One, same being the Northernmost corner of the herein described parcel;

THENCE over and across said 1,401.60 acre tract the following courses and distances:

- South 27° 01' 02" East, 5.00 feet to a point for the Easternmost corner of the herein described parcel;

Exhibit B

- South 62° 58' 58" West, 1,795.00 feet to a point for corner;  
- South 27° 01' 02" East, 474.00 feet to a point for corner;  
- South 62° 58' 58" West, 1,520.00 feet to a point for the  
Southernmost corner of the herein described parcel, lying on the  
Northeasterly right-of-way line of said Savannah Plantation Drive;  
THENCE North 27° 01' 02" West with the Northeasterly right-of-way  
line of said Savannah Plantation Drive 5.00 feet the **POINT OF  
BEGINNING** and containing 0.43 of one acre of land.

This metes and bounds description was prepared under 22 Texas  
Annotated Code 663.21 and reflects the assembly of instruments of  
record to describe the political boundary limits shown hereon and  
is not to be used to convey or establish interests in real property  
except those rights and interests implied or established by the  
creation or reconfiguration of the boundary of the political  
subdivision for which it was prepared.



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Exhibit B

Tract 111

Being a 1.88 acre parcel of land out of the Francis Moore League, Abstract 100, Brazoria County, Texas; and being out of and a portion of that certain called 1,401.60 acre tract of land as conveyed in General Warranty Deed to SAVANNAH JOINT VENTURE, as recorded in Clerk's File Number 2009028077 of the Official Public Records of Real Property in Brazoria County, Texas; said 1.88 acre tract of land being more particularly described by metes and bounds as follows;

**COMMENCING** at the Northwest corner of a called 2,075.08 acre tract of land, as recorded in Clerk's File Number 99-003294 of the Official Public Records of Real Property in Brazoria County, Texas, for the Northwest corner of said Francis Moore League, Abstract-100, being in the Centerline of F.M. 1462 (120-foot wide right-of-way) as described in Volume 303, Page 215 in Deed Records of Brazoria County, Texas; said point being at the intersection of said Centerline F.M. 1462 and the East right-of-way line of County Road 511 as recorded in Volume 548, Page 544 of the Deed Records of Brazoria County, Texas;

THENCE South 27° 03' 00" East with the Southwesterly line of said 2,075.08 acre tract, the Southwesterly line of Savannah

Exhibit B

Plantation, Section One, Block 1 (Unrecorded) passing at 60.00 feet, the Southeasterly right-of-way line of said F.M. 1462, continuing with the Southwesterly line of said 2,075.08 acre tract, the Northeasterly right-of-way line of said County Road 511, in all a distance of 1,973.55 feet to the Southwest corner of said Savannah Plantation, Section One, Block 1, the **POINT OF BEGINNING** and the Westernmost corner of the herein described parcel;

THENCE with the South and East lines of said Savannah Plantation, Section One, Block 1 as follows:

- South 84° 05' 00" East, 862.55 feet to a point for corner;
- North 62° 57' 00" East, 476.33 feet to a point for corner;
- North 27° 03' 00" West, 569.87 feet to a point for the Southwest corner of Savannah Plantation, Section Two as recorded in Volume 20, Pages 333-334 of the Map Records of Brazoria County, Texas;

THENCE North 60° 26' 18" East with the Southeasterly line of said Savannah Plantation, Section Two, 2,866.75 feet to a point for the Most Northerly Northeast corner of the herein described parcel, said point being the Northwest corner of Savannah Plantation, Section Three as recorded in Volume 21, Pages 1-2 of the Map Records of Brazoria County, Texas; said point also being

Exhibit B

in the Southwesterly right-of-way line of Savannah Plantation Drive (150' right-of-way) as recorded in said Section Three;

THENCE South 27° 01' 02" East with the Southwesterly right-of-way line of said Savannah Plantation Road, the Southwesterly line of said Savannah Plantation, Section Three, 5.00 feet to a point for the Most Easterly Northeast corner of the herein described parcel;

THENCE over and across said 2,075.08 acre tract the following courses and distances:

- South 60° 26' 18" West, 2,861.74 feet to a point for corner;
- South 27° 03' 00" East, 570.08 feet to a point for corner;
- South 62° 57' 00" West, 482.81 feet to a point for corner;
- North 84° 05' 00" West, 854.83 feet to a point for corner;
- South 27° 03' 00" East, 83.43 feet to a point for corner;
- South 84° 05' 00" East, 715.15 feet to a point for corner;
- South 27° 03' 00" East, 617.15 feet to a point for corner;
- North 62° 57' 00" East, 126.00 feet to a point for corner;
- South 27° 03' 00" East, 1,515.00 feet to a point for corner;
- North 62° 57' 00" East, 474.00 feet to a point for corner;
- South 27° 03' 00" East, 290.00 feet to a point for corner;

Exhibit B

- South  $62^{\circ} 57' 00''$  West, 1,200.00 feet to a point for corner;
- South  $27^{\circ} 03' 00''$  East, 70.00 feet to a point for corner;
- North  $62^{\circ} 57' 00''$  East, 1,200.00 feet to a point for corner;
- South  $27^{\circ} 03' 00''$  East, 828.21 feet to a point for corner;
- North  $63^{\circ} 00' 17''$  East, 3,946.47 feet to a point for corner;
- North  $62^{\circ} 54' 39''$  East, 490.54 feet to a point for corner lying on the Southwesterly line of said Savannah Plantation, Section Three;

THENCE South  $83^{\circ} 58' 35''$  East with the Southwesterly line of said Savannah Plantation, Section Three, 9.15 feet to a point for the Easternmost corner of the herein described tract of land;

THENCE South  $62^{\circ} 54' 39''$  West with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 498.21 feet to a point for corner;

Exhibit B

THENCE South  $63^{\circ} 00' 17''$  West continuing with the Southeasterly line of the herein described tract of land, the Northwesterly line of Brazoria County Municipal Utility District Number 50, 3,951.47 feet to a point for the Southernmost Southwest corner of the herein described tract of land, being in the Northeasterly line of Savannah Plantation, Section One, Block 4 (Unrecorded);

THENCE North  $27^{\circ} 03' 00''$  West with said Northeasterly line of said Section One, Block 4, 828.21 feet to a point for the Northeast corner of said Section One, Block 4;

THENCE South  $62^{\circ} 57' 00''$  West with the Northwesterly line of said Section One, Block 4, 1,200.00 feet to a point for the Northwest corner of said Section One, Block 4, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

THENCE North  $27^{\circ} 03' 00''$  West with said common line, 80.00 feet to a point for the Southwest corner of Savannah Plantation, Section One, Block 3 (Unrecorded);

THENCE North  $62^{\circ} 57' 00''$  East with the Southeasterly line of said Section One, Block 3, 1,200.00 feet to a point for the

Exhibit B

Southeast corner of said Section One, Block 3;

THENCE with the Northeasterly and Northwesterly lines of said Savannah Plantation, Section One, Block 3 as follows:

- North 27° 03' 00" West, 280.00 feet to a point for corner;
- South 62° 57' 00" West, 474.00 feet to a point for corner;
- North 27° 03' 00" West, 1,515.00 feet to a point for corner;
- South 62° 57' 00" West, 126.00 feet to a point for corner;
- North 27° 03' 00" West, 619.43 feet to a point for the Northeast corner of said Section One, Block 3;

THENCE North 84° 05' 00" West with the North line of said Savannah Plantation, Section One, Block 3, 715.15 feet to a point for the Northwest corner of said Section One, Block 3, being in the common line between the Southwesterly line of said 2,075.08 acre tract of land and the Northeasterly right-of-way line of said County Road 511;

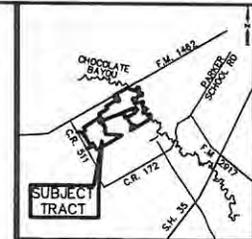
THENCE North 27° 03' 00" West with said common line, 95.35 feet to the **POINT OF BEGINNING** and containing 1.88 acres of land.

Exhibit B

This metes and bounds description was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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VICINITY MAP  
NOT TO SCALE  
KEY MAP PAGE NOS. 729, R,V,Z  
730 K,N,F,O,S,T,U,W,X



H.T. & B. R.R. CO. SURVEY  
ABSTRACT NO. 254

FRANCIS MOORE SURVEY  
ABSTRACT NO. 100

SAVANNAH PLANTATION  
SECTION TWO  
VOL. 20, PG. 333-334,  
B.C.P.R.

JAMES L. HOLMES SURVEY  
ABSTRACT NO. 610

FRANCIS MOORE SURVEY  
ABSTRACT NO. 100

C.R. 511

CITY OF ALVIN  
CITY OF LIVERPOOL ETJ

BCMUD 49

CALLED 1401.60 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028077

SAVANNAH PLANTATION  
SECTION THREE  
VOL. 21, PG. 1-2,  
B.C.P.R.

CALLED 1,401.60 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028077

CALLED 8.68 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028077

CALLED 12.16 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028078

F.M. 1462  
(120' WIDTH)

80' WIDE ACCESS ESMT.  
B.C.C.F. NO. 03-040034

JOHN M. ALLEN SURVEY  
ABSTRACT NO. 1

CALLLED 4.80 ACRES  
CENTURY CONCRETE PARTNERS, INC.  
B.C.C.F. NO. 2014015716

RE-PLAT OF SAVANNAH  
PLANTATION SECTION FOUR  
DOC NO. 2011036858, B.C.O.P.R.

BCMUD 48

CALLLED 38.90 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028077

CALLLED 1401.60 ACRES  
SAVANNAH JOINT VENTURE  
B.C.C.F. NO. 2009028077

CALLLED 3.34 ACRES  
SAVANNAH PLANTATION  
DEVELOPMENT, L.P.  
DOC. NO. 2004047755, O.P.R.B.C.

CITY OF ALVIN ETJ  
CITY OF LIVERPOOL ETJ

CALCULATED 0.3250  
OF ONE ACRE  
CHANGE IN MEANDER  
CALLS FROM 1999  
DESCRIPTION TO 2009

CHOCOLATE  
BAYOU

CITY OF ALVIN

NOTE:

THIS METES AND BOUNDS DESCRIPTION WAS PREPARED UNDER 22 TEXAS ANNOTATED CODE 66.3.21 AND REFLECTS THE ASSEMBLY OF INSTRUMENTS OF RECORD TO DESCRIBE THE POLITICAL BOUNDARY LIMITS SHOWN HEREON AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHT AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

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**5' WIDE  
ANNEXATION PARCELS**



# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Ordinance 18-N, amending Chapter 25, Water and Sewers, for the purpose of amending the City’s current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the 2018 Land Use Assumptions and Capital Improvements Plan and 2018 Impact Fee Study; setting an effective date of November 1, 2018 for the increase in fees; and setting forth other provisions related thereto.

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

**Summary:** Ordinance 18-N amends Chapter 25 by adopting the new impact fee schedule that was recommended by the Impact Fee Advisory Committee as a result of the updated Land Use Assumptions and Capital Improvements Plan that was drafted by Jimmy Thompson and David Kasper of ARKK Engineers, LLC. in accordance with Section 395 of the Texas Local Government Code.

A public hearing was held on September 6, 2018, for Council to receive input from the public regarding the 2018 Water and Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study Update. No comments were received from the public at this hearing.

Following the public hearing, Jimmy Thompson (JET Civil Consulting) and David Kasper (ARKK Engineers, LLC) presented an overview of the Water and Wastewater Impact Fee Study 2018 Update and answered questions from members of City Council.

Essentially the water and wastewater impact fee for new development based on a standard ¾ inch water meter increased from \$2,500 to \$4,350.

Staff recommends approval of Ordinance 18-N.

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 9/26/2018 SLH

**Supporting documents attached:**

- Ordinance 18-N
- Water and Wastewater Impact Fee Study 2018 Update - [CLICK HERE TO VIEW STUDY](#)

**Recommendation:** Move to approve Ordinance 18-N, amending Chapter 25, Water and Sewers, for the purpose of amending the City’s current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the 2018 Land Use Assumptions and Capital Improvements Plan and 2018 Impact Fee Study; setting an effective date of November 1, 2018 for the increase in fees; and setting forth other provisions related thereto.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 18-N**

**AN ORDINANCE AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE CITY'S CURRENT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND MODIFYING THE IMPACT FEE SCHEDULES BASED ON THE 2018 LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND IMPACT FEE STUDY UPDATE; SETTING AN EFFECTIVE DATE OF NOVEMBER 1, 2018 FOR THE INCREASE IN FEES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, in September 2018, ARKK Engineers, LLC., prepared amendments to the Water and Wastewater Land Use Assumptions and Capital Improvement Plan in accordance with the requirements of Chapter 395 of the Texas Local Government Code and an impact fee study update which is on file in the office of the City Secretary and is the City of Alvin Water and Wastewater Impact Fee Study 2018 Update (the "2018 Impact Fee Study"); and

**WHEREAS**, City Council by Resolution 18-R-23 called a public hearing to be held on September 6, 2018, for the purpose of discussing the updated study and amending the plans and modifying the impact fees; and

**WHEREAS**, the City Council finds that it is in the best interest of the citizens of the City to approve the amendments to the land use assumptions and capital improvements plan and modifications of an impact fee beginning on November 1, 2018, to bring the actual fees into better alignment with the newly adopted 2018 Impact Fee Study; **NOW THEREFORE**,

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

**Section 1.** The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

**Section 2.** The impact fees set forth in Schedule 2 D, of Chapter 25, Article VI, Impact Fees for Water and Sewer, are hereby adopted as set forth below, incorporated herein, and are hereby levied against new development on lands located within the corporate boundaries of the City of Alvin commenced after the stated effective date of November 1, 2018.

**Section 3.** That Chapter 25, Article VI, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

**ARTICLE VI. IMPACT FEES FOR WATER AND SEWER**

**Sec. 25-111. - Short title.**

This article shall be known and cited as the "Alvin Impact Fees Article."

**Sec. 25-112. Purpose and effect.**

This article is intended to assure the provision of adequate public facilities to serve new development in the city by requiring each development to pay its pro rata share of the costs of such improvements necessitated by and attributable to such new development. Impact fees established by this article are additional and supplemental to, and not in substitution of any other requirements imposed by the city on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of the impact fee capital improvements plan, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

**Sec. 25-113. Authority.**

This article is adopted pursuant to V.T.C.A., Local Government Code, Ch. 395 and pursuant to the Alvin City Charter. The provisions of this article shall not be construed to limit the power of the city to utilize other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by city council resolution or otherwise to implement and administer this article.

**Sec. 25-114. Definitions.**

The following definitions shall apply to this article:

*Area-related facility* means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan.

*Assessment* means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this article.

*Capital improvement* means either a water facility or a sanitary sewer facility with a life expectancy of three (3) or more years, to be owned and operated by or on behalf of the city.

*City* means the City of Alvin, Texas.

*Facilities expansion* means either a water facility expansion or a sanitary sewer facility expansion.

*Impact fee* means either a fee for water facilities or a fee for sanitary sewer facilities imposed on new development by the city, pursuant to this article, in order to fund or recoup the costs of capital improvements or facilities expansions necessitated by and attributable to such new development.

Impact fees do not include the dedication of rights-of-way or easements for such facilities or the construction of such improvements. Impact fees also do not include any participation or extension agreements for water and/or sanitary sewer improvements imposed pursuant to front

footage charges for water and/or sanitary sewer lines imposed by the city, or funds deposited in escrow for the construction of water or wastewater facilities.

*Impact fee capital improvements plan* means either a water improvements plan or a sanitary sewer improvements plan adopted or revised pursuant to this article. Impact fee capital improvements plan may refer either to the plan for a particular service area or to the aggregation of capital improvements or facilities expansions and the associated costs programmed for all service areas for a particular category of capital improvements or facilities expansions.

*Land use assumptions* means the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, upon which the impact fee capital improvements plans are based.

*New development* means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity and which requires either the approval and filing with Brazoria County of a plat pursuant to the city's subdivision regulations, the issuance of a building permit or connection to the city's water or sanitary sewer system.

*Offset* means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities provided by a developer pursuant to the city's development regulations or requirements.

*Off-site* means outside the boundaries of the property for which a new development is proposed.

*Plat approval or approval of a plat* means the point at which the applicant has complied with all conditions of approval, and the plat has been released for filing with Brazoria County.

*Recoupment* means the imposition of an impact fee to reimburse the city for capital improvements which the city has previously oversized to serve new development.

*Sanitary sewer facility* means an improvement for providing sanitary sewer service, including but not limited to land or easements, treatment facilities, lift stations or interceptor mains. Sanitary sewer facility excludes sanitary sewer lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Sanitary sewer facilities exclude site-related facilities.

*Sanitary sewer facility expansion* means the expansion of the capacity of any existing sanitary sewer improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization or expansion of an existing sanitary sewer facility to serve existing development.

*Sanitary sewer improvements plan* means the adopted plan, as may be amended from time to time, which identifies the sanitary sewer facilities or sanitary sewer expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed ten (10) years and which are to be financed in whole or in part through the imposition of sanitary sewer facilities fees, pursuant to this article.

*Service area* means either a water benefit area or sanitary sewer benefit area within the city (see section 25-119), within which impact fees for capital improvements or facilities expansions will be collected for new development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.

*Service unit* means the applicable standard units of measure shown on the conversion table in the impact fees capital improvements plan which can be converted either to three-fourths-inch ( $\frac{3}{4}$ ) water meter equivalents, as the context indicates, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.

*Site-related facility* means an improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or sanitary sewer facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

*Water facility* means an improvement for providing water service, including but not limited to land or easements, water treatment facilities, water supply facilities or water distribution lines. Water facility excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Water facility excludes site-related facilities.

*Water facility expansion* means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

*Water improvements plan* means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed ten (10) years and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this article.

#### **Sec. 25-115. Applicability.**

The provisions of this article apply to all new development within the corporate boundaries of the city.

#### **Sec. 25-116. Impact fee as condition of development approval.**

No application for new development shall be approved within the city without assessment of an impact fee pursuant to this article, and no building permit shall be issued unless the applicant has paid the impact fee imposed by and calculated herein.

#### **Sec. 25-117. Land use assumptions and capital improvements plan.**

Land use assumptions and capital improvements plan for Schedule 2, 2A and 2B for the City of Alvin used for the development of the impact fees were adopted by the city council at its meeting on December 9, 2004.

An updated land use assumptions and capital improvements plan for schedule 2C for the City of Alvin, in accordance with the Texas Local Government Code Chapter 395, was acknowledged and approved for amendment by the City Council at its meeting on August 15, 2013.

An updated land use assumptions and capital improvements plan for schedule 2D for the City of Alvin, in accordance with the Texas Local Government Code Chapter 395, was acknowledged and approved for amendment by the City Council at its meeting on August 2, 2018.

**Sec. 25-118. Impact fees.**

The water and wastewater impact fees for the city applicable from January 20, 2005 to June 30, 2006 are adopted as presented to the city council at its meeting on January 20, 2005.

The water and wastewater impact fees for the city applicable from July 1, 2006 to June 30, 2007 are adopted as presented to the city council at its meeting on January 19, 2006.

The water and wastewater impact fees for the city applicable from July 1, 2007 to October 31, 2013 are adopted as presented to the city council at its meeting on January 19, 2006.

The water and wastewater impact fees for the city applicable from November 1, 2013 to October 31, 2018 are adopted as presented to the city council at its meeting on October 3, 2013.

The water and wastewater impact fees for the city applicable starting November 1, 2018, and remaining in effect until further action by council, are adopted as presented to the city council at its meeting on October 4, 2018.

**Sec. 25-119. Service areas.**

Service area for the City of Alvin is established as the city limits of the City of Alvin.

**Sec. 25-120. Impact fees per service unit.**

(a) The maximum impact fee per service unit for the service area shall be computed by dividing the total costs of capital improvements necessitated by and attributable to new development in the service area identified in the impact fee capital improvements plan for that category of capital improvements by the total number of service units anticipated within the service area, based upon the land use assumptions for that service area. Maximum impact fees per service unit for the service area shall be established by category of capital improvements and shall be as set forth in schedule 1, attached hereto and made a part of this article by reference.

(b) The impact fee per service unit, which is to be paid by each new development within a service area, shall be that established by ordinance by the city council and shall be as set forth in schedule 2, attached hereto and made a part of this article by reference. The city council may establish different schedule 2 impact fee rates among service areas or land uses for a category of capital improvements in order to implement the policies of the city, or to further economic development strategies, or to otherwise reasonably promote the health, safety or general welfare of the city.

(c) Impact fee schedules 1 and 2 may be amended from time to time utilizing the amendment procedure set forth in section 25-126.

**Sec. 25-121. Assessment of impact fees.**

(a) The approval of any new development shall include as a condition the assessment of the impact fee applicable to such development.

(b) Assessment of the impact fee for any new development shall occur as follows:

(1) For a development which is submitted for approval pursuant to the city's subdivision regulations, assessment shall be at the time of final plat approval, and shall be the amount of the impact fee per service unit then in effect, as set forth in schedule 2.

(2) For land which is not platted and which is not required to be platted as a condition of issuing a building permit or utility connection, assessment shall occur at the time application is made for the building permit or utility connection, and shall be the amount of the impact fee per service unit then in effect, as set forth in schedule 2.

(c) Following assessment of the impact fee pursuant to subsection (b), the amount of the impact fee per service unit for that development cannot be increased, and shall be the amount of the schedule 2 rate then in effect, unless the owner proposes to change the approved development by the submission of a new application for plat approval, in which case new assessment shall occur at the schedule 2 rate then in effect.

(d) Following the lapse or expiration of approval for a plat, a new assessment shall occur at the time of final approval of a new plat.

(e) An application for an amending plat made pursuant to V.T.C.A., Local Government Code, §212.016, and Subdivision Rules and Regulations, §4.05, is not subject to reassessment for an impact fee.

**Sec. 25-122. Computation and collection of impact fees.**

(a) The impact fees due for the new development shall be collected prior to or at the time of connection to the city's water or sanitary sewer system for water or sanitary sewer facilities unless an agreement between the developer and the city has been executed providing for a different time of payment.

(b) Following the filing and acceptance of the request for connection to the city's water or sanitary sewer system, the city shall compute the impact fees due for the new development in the following manner:

(c) The amount of each impact fee due shall be determined by multiplying the number of service units generated by the new development by the impact fee due per service unit for the service area using schedule 2. The number of service units shall be determined by using the equivalency table contained in the impact fee capital improvements plan.

(c) If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using schedule 2 in effect at the time the new application is filed.

(d) Whenever the property owner proposes to increase the number of service units for a development, the additional impact fees collected for such new service units shall be determined by using schedule 2 in effect at the time the new application is filed in the same manner as required for an original building permit.

#### **Sec. 25-123. Establishment of accounts.**

(a) The city chief financial officer shall establish an account for each service area for each category of capital facility for which an impact fee is imposed pursuant to this article. Each impact fee collected within the service area shall be deposited in such account.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in section 25-125

(c) The city chief financial officer shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 25-125. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article. Any fee impact paid shall be expended within a reasonable period of time, not to exceed ten (10) years from the date the fee is deposited into the account. Execution of a design or construction contract by the city shall be considered to be expenditure of funds of the account.

(d) The city chief financial officer shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended from each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The city may assess fees for copying services in accordance with the resolution governing public information.

(e) The city chief financial officer shall maintain and keep adequate financial records for said accounts which shall show the source and disbursement of all funds placed in or expended by such accounts.

#### **Sec. 25-124. Use of proceeds of impact fee accounts.**

The impact fees collected for each service area pursuant to this article may be used to finance or to recoup the costs of any capital improvements or facilities expansions identified in the applicable impact fee capital improvements plan for the service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the impact fee capital improvements plan who is not an employee of the political subdivision. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facilities expansions.

## **Sec. 25-125. Refunds.**

(a) Any impact fee or portion thereof collected pursuant to this article, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid; or if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Chapter 395, Texas Local Government Code or any successor statute.

(b) An impact fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in this section within the service area within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period. An impact fee shall be considered expended on a first-in, first-out basis.

(c) If a refund is due pursuant to subsections (a) and (b), the city shall prorate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Upon completion of all the capital improvements or facilities expansions identified in the impact fee capital improvements plan for the service area, the city shall recalculate the maximum impact fee per service unit using the actual costs for the improvements or expansions. If the maximum impact fee per service unit based on actual cost is less than the impact fee per service unit paid, the city shall refund the difference, if such difference exceeds the impact fee paid by more than ten (10) percent. The refund to the record owner shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(e) If the building permit for a new development for which an impact fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the city shall, upon written application, refund the amount of the impact fee to the applicant.

## **Sec. 25-126. Updates to plan and revision of fees.**

(a) The city shall update its land use and impact fees capital improvements plans, and shall recalculate its impact fees in accordance with the procedures set out in V.T.C.A., Local Government Code, Ch. 395, or in any successor statute.

(b) The city may amend by resolution the equivalency table in the impact fee capital improvements plan, which establishes the ratio of service units to various types of land uses, at any time prior to the update provided for in subsection (a); provided, however, that the number of service units associated with a particular land use shall not be increased, unless such change is made in conjunction with amendments to the impact fee capital improvements plan at the time of the update.

**Sec. 25-127. Agreement for capital improvements.**

An owner of a new development may construct or finance a capital improvement or facility expansion designated in the impact fee capital improvements plan, if required or authorized by the city, by entering into an agreement with the city prior to the issuance of any building permit for the development. The agreement shall be on a form approved by the city and shall identify the estimated cost of the improvement or expansion, the schedule for initiation and completion of the improvement or expansion, a requirement that the improvement be designed and completed to city standards and such other terms and conditions as deemed necessary by the city.

**Sec. 25-128. Relief procedures.**

(a) Any person who has paid an impact fee, or an owner of land upon which an impact fee has been paid, may petition the city council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the city council determines that the duty is required pursuant to the article and is late in being performed, it shall cause the duty to commence with sixty (60) days of the date of the request and to continue until completion.

(b) Upon written request by the property owner or applicant, the city council may reduce or waive the amount of the impact fees imposed by this article, following a public hearing, only upon finding that the imposition of such fees, together with any dedication or construction of capital improvements required as a condition of development approval, is disproportionate to the nature and extent of the new development proposed.

(1) The appellant must file a notice of appeal with the city clerk within thirty (30) days following the administrative decision of the impact fee due. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the city attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending. The appeal under this provision may be combined with an appeal of a construction requirement imposed by the city's subdivision regulations.

(2) The notice of appeal shall allege that the requirement(s) is not roughly proportional to the nature and extent of the development being proposed. Thereafter, the appellant shall provide a study, including the following information, to support his claim:

- a. Total number of service units attributable to the development, utilizing average trip length and equivalency tables provided by the city. Service units also shall be estimated for each proposed or planned use in the original or revised preliminary plat of which the development is a part.
- b. Appraised value of the land required to be dedicated, if any, for non-site related facilities.
- c. Value of construction, if any, for non-site related facilities, less any proposed participation or contribution by the city.

- d. Total estimated impact fees due for the development, utilizing Schedule 2 of the impact fees article then in effect, together with impact fees due for each proposed or planned use in the original or revised preliminary plat of which the development is a part. Estimated impact fees shall be discounted by any available offsets.
- (3) The city council shall hear the appeal and determine whether requirements imposed by the subdivision regulations, or under the impact fees article, or the combination of requirements, is roughly proportional to the nature and extent of the development proposed, in reaching such determination, the council shall take into account the information in the study supplied by the appellant, the total costs to the city for all development associated with the original or revised preliminary plat of which the proposed development is a part, and the extent to which requirements imposed by the city benefit the proposed development.
- (4) Following such determination, the city council shall affirm or modify the requirement(s) imposed. The council may take any of the following actions if it finds that the requirement(s) is not roughly proportional to the development being proposed.
- a. Waive in whole or in part any construction requirement of a non-sited related facility; or
  - b. Direct that the city participate in the costs of acquiring or constructing such facility pursuant to standard participation policies.
- (c) If the city council grants a waiver to the amount of the impact fee due for a new development other than pursuant to subsection (b), it shall cause to be appropriated from other city funds the amount of the reduction in the impact fee to the account for the service area in which the property is located.

**SCHEDULE 2  
CITY OF ALVIN IMPACT FEES  
ADOPTED SCHEDULE OF IMPACT FEES**

**EFFECTIVE DATES: JANUARY 20, 2005 TO JUNE 30, 2006**

<b>Meter Size (inches)</b>	<b>Recommended Water Impact Fee</b>	<b>Recommended Wastewater Impact Fee</b>	<b>Total Recommended Impact Fees</b>
5/8 or 3/4	\$750	\$500	\$1,250
1	\$1,253	\$835	\$2,088
1 ½	\$2,498	\$1,665	\$4,163
2	\$3,998	\$2,665	\$6,663
3	\$7,500	\$5,000	\$12,500
4	\$12,503	\$8,335	\$20,838
6	\$24,998	\$16,665	\$41,663
8	\$39,998	\$26,665	\$66,663
10	\$57,503	\$38,335	\$95,838

**SCHEDULE 2A  
CITY OF ALVIN IMPACT FEES  
ADOPTED SCHEDULE OF IMPACT FEES**

**EFFECTIVE DATES: JULY 1, 2006 TO JUNE 30, 2007**

<b>Meter Size (inches)</b>	<b>Recommended Water Impact Fee</b>	<b>Recommended Wastewater Impact Fee</b>	<b>Total Recommended Impact Fees</b>
5/8 or 3/4	\$1,080	\$720	\$1,800
1	\$1,805	\$1,202	\$3,007
1 ½	\$3,597	\$2,398	\$5,995
2	\$5,757	\$3,838	\$9,595
3	\$10,800	\$7,200	\$18,000
4	\$18,005	\$12,002	\$30,007
6	\$35,997	\$23,998	\$59,995
8	\$57,597	\$38,398	\$95,995
10	\$84,806	\$55,202	\$138,007

**SCHEDULE 2B  
CITY OF ALVIN IMPACT FEES  
ADOPTED SCHEDULE OF IMPACT FEES**

**EFFECTIVE DATES: JULY 1, 2007 TO OCTOBER 31, 2013**

<b>Meter Size (inches)</b>	<b>Recommended Water Impact Fee</b>	<b>Recommended Wastewater Impact Fee</b>	<b>Total Recommended Impact Fees</b>
5/8 or 3/4	\$1,440	\$960	\$2,400
1	\$2,406	\$1,603	\$4,009
1 ½	\$4,696	\$3,197	\$7,993
2	\$7,676	\$5,117	\$12,793
3	\$14,400	\$9,600	\$24,000
4	\$24,006	\$16,003	\$40,009
6	\$47,996	\$31,997	\$79,993
8	\$76,796	\$51,197	\$127,993
10	\$110,405	\$73,602	\$184,007

**SCHEDULE 2C  
CITY OF ALVIN IMPACT FEES  
ADOPTED SCHEDULE OF IMPACT FEES**

**EFFECTIVE DATES: NOVEMBER 1, 2013 TO OCTOBER 31, 2018**

<b>Meter Size (inches)</b>	<b>Recommended Water Impact Fee</b>	<b>Recommended Wastewater Impact Fee</b>	<b>Total Recommended Impact Fees</b>
5/8 or 3/4	\$1,000	\$1,500	\$2,500
1	\$1,670	\$2,505	\$4,175
1 1/2	\$3,330	\$4,995	\$8,325
2	\$5,330	\$7,995	\$13,325
3	\$10,000	\$15,000	\$25,000
4	\$16,670	\$25,005	\$41,675
6	\$33,330	\$49,995	\$83,325
8	\$53,330	\$79,995	\$133,325
10	\$76,670	\$115,005	\$191,675

**SCHEDULE 2D  
CITY OF ALVIN IMPACT FEES  
ADOPTED SCHEDULE OF IMPACT FEES**

**EFFECTIVE DATES: NOVEMBER 1, 2018 UNTIL FURTHER AMENDMENT**

<b>Meter Size (inches)</b>	<b>Recommended Water Impact Fee</b>	<b>Recommended Wastewater Impact Fee</b>	<b>Total Recommended Impact Fees</b>
5/8 or 3/4	\$1,700	\$2,650	\$4,350
1	\$2,839	\$4,425	\$7,264
1 1/2	\$5,661	\$8,824	\$14,485
2	\$9,061	\$14,124	\$23,185
3	\$18,139	\$28,275	\$46,414
4	\$28,339	\$44,175	\$72,514
6	\$56,661	\$88,324	\$144,985
8	\$90,661	\$141,324	\$231,985
10	\$130,339	\$203,175	\$333,514
12	\$300,339	\$468,175	\$768,514

**Secs. 25-129 - 25-139. - Reserved.**

**Section 4. Repealing Clause.** All provisions of the ordinances of the City of Alvin in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Alvin, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section 5. Severability.** If any section, article, phrase, paragraph, sentence, clause, phrase or word shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared severable.

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

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

**CITY OF ALVIN, TEXAS:**

**ATTEST:**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** City Attorney

**Contact:** Suzanne Hanneman, City Attorney

**Agenda Item:** Consider Resolution 18-R-35, amending the conditions to consent regarding Fort Bend County Municipal Utility District No. 189; and other matters related thereto.

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

**Summary:** In 2007, BGM Land Investments, Ltd., petitioned the City for consent to the creation of Fort Bend County Municipal Utility District No. 189 to serve 238.597 acres of land in Fort Bend County, Texas, all of which is located within the extraterritorial jurisdiction of the City of Alvin. On March 15, 2007, the City Council consented to the creation of Fort Bend County Municipal Utility District No. 189 in Resolution 07-R-08. Attached to the Resolution 07-R-08 as Exhibit B, were terms and conditions specific to the creation of Fort Bend County Municipal Utility District No. 189, and those conditions failed to include recreational facilities and road facilities, as was recited in Resolution 07-R-08.

Therefore, staff is recommending approving the amended consent conditions, attached as Exhibit B, to include recreational facilities and road facilities to make it consistent with the recitals in Resolution 07-R-08.

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 10/1/2018 SLH

**Supporting documents attached:**

- Res 18-R-35
- Exhibit B

**Recommendation:** Move to approve Resolution 18-R-35, amending the conditions to consent regarding Fort Bend County Municipal Utility District No. 189; and other matters related thereto.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION 18-R-35**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CONDITIONS TO CONSENT REGARDING FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 189; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, in 2007, BGM Land Investments, Ltd., petitioned the City for consent to the creation of Fort Bend County Municipal Utility District No. 189 to serve 238.597 acres of land in Fort Bend County, Texas, all of which is located within the extraterritorial jurisdiction of the City of Alvin, Texas (the “City”); and

**WHEREAS**, on March 15, 2007, the City Council consented to the creation of Fort Bend County Municipal Utility District No. 189 in Resolution 07-R-08; and

**WHEREAS**, attached to Resolution 07-R-08 as Exhibit B, were terms and conditions specific to the creation of Fort Bend County Municipal Utility District No. 189; and

**WHEREAS**, Exhibit B failed to include recreational facilities and road facilities, as was recited in Resolution 07-R-08; and

**WHEREAS**, amending Exhibit B to include recreational facilities and road facilities makes it consistent with the recitals in Resolution 07-R-08;

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

**Section 1.** That all of the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

**Section 2.** That the City Council of Alvin, Texas, hereby specifically imposes the amended terms and conditions set forth in Exhibit “B,” attached hereto and made a part hereof for all purposes, to accurately reflect the recitals in Resolution 07-R-08.

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

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of October 2018.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

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

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

## Exhibit B

### Amended Conditions to Consent

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 15th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. The resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City annexes the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, roads and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(c) In the event that the District operates a sewage treatment plant, the District will agree to employ a sewage plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Department of Health. The District will agree to make periodic analyses of its discharge pursuant to the rules of the Texas Commission on Environmental Quality (“TCEQ”) and further, to send copies of all such effluent data to the City, as well as to the TCEQ. The District will agree that representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

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

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the appropriate officials of the City of a plat which will be duly recorded in the Official Records of Fort Bend County, Texas, and otherwise comply with the rules and regulations of the City.



# AGENDA COMMENTARY

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**Meeting Date:** 10/4/2018

**Department:** Public Services

**Contact:** Brian Smith, Director of Public Services

**Agenda Item:** Consider an award of bid to Commercial Chemical Products for the purchase of Sodium Bisulfite for one (1) year with the option to extend for one year at the same terms and conditions, for an estimated total of \$25,000 per year.

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

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**Summary:** Sodium Bisulfite is used at the Wastewater Treatment Plant after chlorine disinfection prior to discharging the effluent to receiving water in an effort to process and treat the wastewater.

On June 12, 2018, bids were opened and Commercial Chemical Products was the lowest qualified bidder for Sodium Bisulfite at \$1.49 per gallon.

The amount of wastewater being treated is contingent upon the amount of wastewater sent to the Wastewater Treatment Plant for treatment from the community. The projected annual cost for Sodium Bisulfite in FY19 at \$1.49 per gallon is \$25,000. However, \$35,000 was budgeted for the FY19 in the event of an increase in wastewater treatment were to occur. Last year, \$20,385 was spent on Sodium Bisulfite at \$1.60 per gallon.

Upon Council approval, an award letter will be sent to vendor and city departments.

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

**Funding Account:** 211-6003-00-2425 **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 9/26/2018 SLH

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**Supporting documents attached:**

- Bid Tabulation
- 

**Recommendation:** Move to award bid to Commercial Chemical Products to purchase Sodium Bisulfite for one (1) year with the option to extend for one year at the same terms and conditions, for an estimated total of \$25,000 per year.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**CITY OF ALVIN BID TABULATION  
SODIUM BISULFITE  
B-18-07**

<b>DATE OF BID OPENING</b>  <b>TUESDAY, JUNE 12, 2018</b> <b>2:15PM</b>	<b>BIDDER'S NAME</b>	<i>Commercial Chemical Products</i>	<i>Napco Chemical Solutions</i>	<i>Univar USA</i>
		<i>1707 Townhurst</i>	<i>2830 Spring Cypress</i>	<i>8201 S. 212<sup>th</sup> St.</i>
		<i>Houston, Texas 77043</i>	<i>Spring, Texas 77388</i>	<i>Kent, WA 98032</i>
	<b>QUOTED BY</b>	<i>Alan Falik</i>	<i>Jay Judge</i>	<i>Stacy Ziegler</i>
	<b>CONTACT</b>	<i>Alan Falik</i>	<i>Jay Judge</i>	<i>Stacy Ziegler</i>
	<b>TELEPHONE</b>	<i>713-463-1929</i>	<i>281-651-6800</i>	<i>253-872-5000</i>
	<b>FAX</b>	<i>832-436-4708</i>	<i>281-651-6868</i>	<i>253-872-5041</i>
<b>BID PRICE</b>		<i>\$1.49 / gallon</i>	<i>\$1.59/ gallon</i>	<i>\$2.00/gallon</i>
<b>DELIVERY TIME</b>		<i>2 days</i>	<i>3 days</i>	<i>5-7 days</i>



# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** Public Services

**Contact:** Brian Smith, Director of Public Services

**Agenda Item:** Consider an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor, to provide on-call professional electrical services for a term of two (2) years; and authorize the City Manager to sign the agreements upon legal review.

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

**Summary:** A Request for Proposals (RFP) for on-call professional electrical services was advertised on August 12, 2018 and August 19, 2018. Responses to the RFP were received from three (3) electrical companies and have been reviewed by staff. Both TDEC and DM Electrical are qualified to perform electrical services for the City. Staff would like to use TDEC, Inc. as the primary contractor, and DM Electrical and Construction LLC, as the secondary contractor, for on-call professional electrical services for the City.

The Electrical Services Agreements being considered will allow said companies to provide electrical services to Public Services Facilities (lift stations, WWTP, Water Wells), and to any other electrical needs of the City. Approval of this agreement will ensure that electrical services can be provided to City facilities.

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

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

**Legal Review Required:** N/A  Required  **Date Completed:** 9/27/2018 SLH

**Supporting documents attached:**

- Agreements
- TDEC Inc. & DM Electrical and Construction LLC SOQ

**Recommendation:** Move to approve an On-Call Professional Electrical Services Agreement with TDEC Inc. as the primary contractor, and an On-Call Professional Electrical Services Agreement with DM Electrical and Construction LLC, as the secondary contractor for on-call professional electrical services for two (2) years; and authorize the City Manager sign the agreements upon legal review.

Reviewed by Department Head, if applicable   
Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable   
Reviewed by City Manager

**ON-CALL PROFESSIONAL ELECTRICAL SERVICES AGREEMENT  
FOR THE CITY OF ALVIN**

**THE STATE OF TEXAS                   §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA               §**

This Agreement for ON-CALL PROFESSIONAL ELECTRICAL SERVICES (the “Electrical Services Agreement”) is made on this the \_\_\_\_ day of October 2018, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and TDEC, Inc., as the primary electrician Contractor (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the on August 12, 2018 and August 18, 2018, the City advertised for Requests for Proposals from electricians to provide on-call electrical services to the City of Alvin; and

**WHEREAS**, Requests for Proposals were received on or about August 23, 2018, and were extensively evaluated by the City staff; and

**WHEREAS**, through such evaluation by City staff it was determined that TDEC, Inc. presented the best rating based on the points of the evaluation criteria. Therefore, TDEC, Inc. will be the City’s primary on-call electrician, with DM Electrical and Construction LLC, as the secondary; and

**WHEREAS**, on or about October 4, 2018, the City Council awarded an On-Call Professional Electrical Services Agreement to TDEC, Inc. as the primary on-call electrician for the City;

**WHEREAS**, this Agreement defines the rights and obligations of the parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

**I.  
SCOPE OF SERVICES**

- 1.1 The scope of services will be determined by individual project needs. The scope will be on going and as needed.

- a. Contractor will be available as-needed on an on-call basis, prepared to perform routine and urgent electrical maintenance and repairs at the rates stated in the attached Exhibit A.
- b. Contractor agrees to perform the services and comply with the provisions specified in the Request for Proposals, and the Request and Contractor's Response to the Request for Proposals (attached hereto as Exhibit A and incorporated by reference), comprise a part of this Agreement as if fully set forth herein and such provisions form a part of this Agreement.

## **II. DUTIES OF CONTRACTOR**

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment, tools, transportation, permits and insurance necessary to perform the on-call electrical services at the various City facilities.
- 2.2 Contractor warrants that is shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Brazoria County, Texas, for work of this kind.
- 2.3 Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

## **III. TERM AND TERMINATION**

- 3.1 Subject to the provisions of this On-Call Professional Electrical Services Agreement, the term of this Agreement shall commence on October 1, 2018 and shall end on September 30, 2019, unless terminated earlier in accordance within the provisions hereof.
- 3.2 This Agreement may be renewed for two (2) successive one-year terms on the same terms and conditions, for a total of three (3) consecutive years, at the and each renewal term shall be attached to the Agreement as an Addendum. Each renewal shall be at the sole discretion of the City and must be evidenced in writing and approved by the appropriate authorities of each party.
- 3.3 The City of Alvin may cancel this Agreement without cause upon thirty (30) days written notice prior to date of termination.
- 3.4 Without limitation to such rights or remedies as the City shall otherwise have by law, the City shall have the right to terminate this Agreement or suspend work for any reason, upon ten (10) days' written notice to the Contractor.
- 3.5 The Contractor agrees to cease all work under this Agreement upon receipt of said written notice.

**IV.**  
**COMPENSATION**

- 4.1 Contractor shall perform the on-call electrical services required by this Agreement on a per request – per services performed basis.
- 4.2 Payment shall be made by the City for services rendered and upon submission of an invoice and the City’s approval of the work performed.
- 4.3 City agrees to pay Contractor a fee pursuant to the rates reflected in Contractor’s Response to the Request for Proposals, attached here to as Exhibit A, and incorporated by reference.
- 4.4 The City shall make payment within thirty (30) days upon receipt of Contractor’s invoice, pursuant to Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

**V.**  
**INSURANCE**

- 5.1 Minimum insurance requirements for Contractor awarded this Agreement shall be as follows:

<b><u>Coverage</u></b>	<b><u>Limits of Liability</u></b>
------------------------	-----------------------------------

Worker’s Compensation shall conform to statutory requirements.

Comprehensive General Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000
Aggregate	\$2,000,000

- 5.2 The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

Comprehensive Automobile Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000

Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies described above,

with minimum limits of \$2,000,000.00 excess of the specified limits.

- 5.3 The City must be named as one of the insured in each of the above coverages, except Worker's Compensation.
- 5.4 Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.
- 5.5 All coverages must be with companies acceptable to the City. The Contractor will furnish the City with a copy of each insurance policy required in connection with this work.

## VI.

### RELEASE AND INDEMNIFICATION

- 6.1 **RELEASE: CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- 6.2 **INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**
  - a. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS' CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
  - b. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- c. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**6.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## **VII.** **NOTICE**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Public Services Department  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Phone No: (281) 388-4325

TDEC, Inc.  
911 South Gordon Street  
Alvin, Texas 77511  
Phone No.: (281) 331-3172

## **VIII.** **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and, in the event of litigation, venue will be in Brazoria County, Texas.

**IN WITNESS WHEREOF**, the parties have made and executed this On-Call Professional Electrician Services Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_day of October 2018.

**CITY OF ALVIN, TEXAS**

**TDEC, INC.**

By: \_\_\_\_\_  
Junru Roland  
City Manager

By: \_\_\_\_\_  
Terry Droege  
President

# **EXHIBIT A**



Received 8/22/18 - 4:00 p.m.  
Opened 8/23/18 - 2:15 p.m.  
City Secretary's Office

August 20, 2018

Ms. Dixie Roberts  
City of Alvin  
216 West Sealy  
Alvin, Texas 77511

Dear Ms. Roberts,

Please find attached the 2018 Request for Proposal for On-Call Electricians.

TDEC, Inc. has been in business 24 years, with all of those years being located in Alvin. We are committed to the growth and support of our community. During those years, we have worked alongside the city on various projects including electrical, committees, community and civic events.

Our scope of work includes Industrial, Commercial, Oilfield and Residential. We work well with the City Permits and Inspections departments. We have qualified employees with the knowledge to maintain city property, new installations and repair or replace electrical systems. All of our employees are well versed in motor control, panel work and troubleshooting. They are familiar with the city's facilities and locations of the various lift stations, treatment plants and city offices.

Thank you again for the opportunity to submit our Proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Droege", written in a cursive style.

Terry Droege  
President  
Master Electrician #16555

**City of Alvin**  
**Request for Proposals for On-Call Electricians**

**1. Company Information**

- TDEC, Inc. Electrical Contractors
- Physical and Mailing location  
911 South Gordon Street  
Alvin, TX 77511
- Phone – 281-331-3172
- Fax – 281-585-5490
- Website – [www.tdecinc.com](http://www.tdecinc.com)

**2. Primary Contact**

Terry Droege  
[terry@tdecinc.com](mailto:terry@tdecinc.com)  
281-331-3172 office  
281-932-8663 cell

**3. About TDEC, Inc. and Staff**

TDEC, Inc. has been in business since 1994. From December 1994 until January 1997, it was registered as a dba, TD Electric Company. In January 1997, TDEC, Inc. was formed and has been operating as an S Corporation since. We just celebrated our 23<sup>rd</sup> year in business. TDEC, Inc. has received the Alvin Manvel Chamber of Commerce Small Business of the Year award in 2008 and 2013. Terry is Past President of Alvin Rotary Club, Charter member and Past President of Alvin Sunrise Rotary Club, served 6 years on Alvin City Council, one year as Mayor Pro-Tem and Chairman of the Brazoria County Fair Association Calf Scramble Committee. He is active on the San Jacinto College Electrical Advisory Board and has been nominated to participate on the Texas Department of Licensing and Regulation Code Book Review committee. He and Jody are very active in the community and supports growth and new business.

Our electrical background includes but is not limited to installation, replacement and repair of electrical systems and motors, lighting and all other electrical needs. We have experience in maintenance as well as new installations. Industrial, Commercial, Oilfield and Residential work makes up our 500 plus customer base. Our relationship with Texas New Mexico Power and CenterPoint Energy is in good standing which has proven to be beneficial to our customers.

TDEC, Inc. is a member of the BuyBoard Co-op program.

Terry holds Texas Master License #16555 and TDEC, Inc. is recognized by the State of Texas as an Electrical Contractor; License #18981. Both are in good standing with the State of Texas and the Texas Department of Licensing and Regulation.

TDEC, Inc. employees are on call and available 24 hours a day, 7 days a week. We own 5 fully equipped and stocked trucks, 1 Bucket Truck and an Ariel Lift. We keep a full inventory of materials, supplies and equipment at our shop saving time on the job and helps to keep costs down. We have certified Forklift drivers.

**Our Staff**

TDEC, Inc. currently employs 6 electricians and 3 administrative employees.

- **(3) Electricians**

**Terry Droege, President, Master Electrician 40 years' experience.** Terry has been hands on with the company since its inception in Dec 1994. He has Commercial, Industrial, Oilfield, Residential and Pole Line experience. Terry was responsible for the Amine plants built by Hilcorp in Fulshear and is well versed in motor control, VSD's, Panel diagrams and the Bidding process.

**Glen Booth, Journeyman Electrician, 27 years' experience.** Glen joined TDEC in December of 2016 and brings many years of panel and control work with him. Glen is patient which makes him an asset when it comes to troubleshooting an issue.

**Sylvia Villarreal, Journeyman Electrician, 5 years' experience.** The newest employee, Sylvia started with us in January 2017. She is strong-willed and eager to work with whoever she is assigned to. She has experience in control panels, lighting and wiring.

**Vernon Hillers, Apprentice Electrician, 16 years' experience.** Vernon started with TDEC in November 2011 and is a lead supervisor and well versed in motor control, the bidding process, safety of employees, monitors all shop activity and steps in during the absence of the owner.

**Darryl Peters, Apprentice Electrician, 10 years' experience.** Darryl joined TDEC in November 2011 and immediately took an interest in expanding his knowledge in the electrical field. He is lead electrician and can be trusted on any job to take control and get the job done. He has an attention to detail and constantly strives to learn more. Understands Motor Control, Panel Work and Troubleshooting.

**Jeff Alexander, Apprentice Electrician, 4 years' experience.** Jeff has been TDEC since July 2014. He was hired as a shop hand and quickly became an apprentice that could be relied on by the Journeymen and lead electricians.

- **(4) Administrative**

Jody Droege, Vice President

[jody@tdecinc.com](mailto:jody@tdecinc.com)

281-932-8664 cell

Eileen Mancil, Office Manager, Accounts Receivable, Safety Officer

[eileen@tdecinc.com](mailto:eileen@tdecinc.com)

281-331-3172

Lauren Womack, Clerical

## 5. Insurance

We carry General Liability, Automobile, General Umbrella and Workers Compensation Insurance. The General Liability also carries a blanket additional insured endorsement as well as a blanket waiver of subrogation. A current certificate is on file with the City of Alvin.

- **General Liability** – Travelers Property & Casualty  
Each Occurrence \$1,000,000  
Personal & Adv Injury \$1,000,000  
General Aggregate \$2,000,000  
Products – Comp/Op Agg \$2,000,000
- **Automobile** – Travelers Property & Casualty  
Combined Single Limit \$1,000,000
- **Umbrella Liability** – Travelers Lloyds of Texas  
Each Occurrence \$5,000,000  
Aggregate \$5,000,000
- **Workers Compensation and Employers' Liability** – Texas Mutual Insurance Company  
Each Accident \$1,000,000

## 6. Fee Schedule

- Master \$125.00 / hour
  - Journeyman Electrician 100.00 / hour
  - Journeyman Electrician Overtime 150.00 / hour
  - Apprentice Electrician 75.00 / hour
  - Apprentice Electrician Overtime 112.50 / hour
- Rates are per hour based on a two (2) hour minimum, with work to be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Saturday, Sunday, holiday and after-hours work will be charged the overtime rate with a four (4) hour minimum. We are available for service 24 hours a day, 7 days a week.
  - Our rates increase once every 5 years to keep up with current industry standards. Our next increase will take place in 2020.
  - Material mark-up is industry standard at 30 percent
  - Rental of any special equipment needed to complete job, will also have the industry standard mark-up applied to the final cost.

## 7. On-site Response Time

- Non-Emergency – within the regular work day or as in most cases, scheduled ahead of time
- Urgent – within 2-4 hours based on type of urgency
- Emergency - immediately

## 8. Experience, Customers and Other Information

We have completed projects from small to over \$2,000,000. Over the past twelve (12) months, we have completed approximately 900 listed jobs.

Recent large projects include:

- **City of Alvin, 216 West Sealy, Alvin, TX**  
Our 2 years history includes work performed at various Lift Stations throughout the City. Changing PLC's at Waste Treatment Plant, Changed Main Breakers on various pumps at the Sewer Plant. Water Treatment Plant transducers were changed out. At the PSF Building, we installed power for the new sign. Our scope of work includes but not limited to Motor Controls, SCADA System, Relays Systems, Starter Panels, Sump Pump Motors, tracing wires, and much more.
- **Alvin ISD, 301 E. House Street, Alvin, TX**  
Repaired ballast and bulbs on AHS Stadium lighting, added new lights at the AHS Baseball Field, performed control work on chillers, and added various lights in different schools throughout the district. Installed underground and overhead electrical for portable classrooms and buildings. Ran conduit and fiber optic wiring in various schools for their new communication system.
- **Chocolate Bayou Federal Credit Union, 1301 N. Hwy 35 Bypass, Alvin, TX.**  
Installation of Generac Generator. Work included installing an electrical panel specifically for the generator, working with both the power and gas companies to provide their access, installing the generator itself and involved in the initial startup. Job cost \$71,800
- **Sage Commercial - Amoco Federal Credit Union, 1299 E. Hwy 6, Alvin, TX.**  
New construction of building and drive thru lanes. All electrical from ground work to lighting, wiring for security system, ATM machine, energy efficient lighting in offices. Job cost \$125,911

- **IHI Kiewit, Cove Point Job, Houston office. Job located in North Texas.**

Pre-wired motors and heaters on the cooling fans for transportation to final destination in Maryland. All materials used were explosion proof. Job cost \$2.32million

We have a solid reputation for providing safe, time managed quality work, logging in over 512, 000 safe hours since our inception. TDEC employees maintain a professional appearance and behavior whether working in the oil field or in an office setting. Our jobs are scheduled in such a way that a customer is usually not kept waiting for us to arrive. If an emergency arises, the customer is promptly notified and re-scheduled at their request and convenience.

Below are a few of our repeat customers. Some of who have been with us since the beginning (noted by an \*).

- Alvin ISD\*
- Alvin Memorial Gardens
- City of Alvin
- Clean Ride Car Wash
- Denbury Onshore\*
- Elliott Oil & Gas\*
- Gaither Petroleum\*
- Hawkins Lease Services
- HEB\*
- Hilcorp Energy\*
- Joe's BBQ
- Phoenix Millworks
- RiceTec\*
- Ron Carter Automotive
- T & L Lease Service\*
- Texas Advantage Community Bank
- Weatherford\* (Alvin, Pearland, Brazos and Sugarland locations)

## Professional References

- Weatherford Alvin  
PO Box 2027  
Alvin, TX 77512  
Mr. Andy Hickman  
281-331-5505
- RiceTec, Inc.  
PO Box 1305  
Alvin, TX 77512  
Mr. Chris Hulsey  
281-331-5655
- Alvin ISD  
301 E. House Street  
Alvin, TX 77511  
Mr. Charles Krampota  
281-380-5143
- Elliott Oil & Gas  
26619 Oakridge Drive  
The Woodlands, TX 77380  
Mr. Lonnie Grohman  
713-824-8672
- Chocolate Bayou Federal Credit Union  
1301 N. Hwy 35 Bypass  
Alvin, TX 77511  
Mr. Gary Angeles  
281-331-2253 ext. 1101

**ON-CALL PROFESSIONAL ELECTRICAL SERVICES AGREEMENT  
FOR THE CITY OF ALVIN**

**THE STATE OF TEXAS                   §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA               §**

This Agreement for ON-CALL PROFESSIONAL ELECTRICAL SERVICES (the “Electrical Services Agreement”) is made on this the \_\_\_\_ day of October 2018, by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the “City”), and DM Electrical and Construction LLC, as the secondary electrician Contractor (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the on August 12, 2018 and August 18, 2018, the City advertised for Requests for Proposals from electricians to provide on-call electrical services to the City of Alvin; and

**WHEREAS**, Requests for Proposals were received on or about August 23, 2018, and were extensively evaluated by the City staff; and

**WHEREAS**, through such evaluation by City staff it was determined that TDEC, Inc. presented the best rating based on the points of the evaluation criteria. Therefore, TDEC, Inc. will be the City’s primary on-call electrician, with DM Electrical and Construction LLC, as the secondary; and

**WHEREAS**, on or about October 4, 2018, the City Council awarded an On-Call Professional Electrical Services Agreement to DM Electrical and Construction LLC, Inc. as the secondary contractor for on-call professional electrical services for the City;

**WHEREAS**, this Agreement defines the rights and obligations of the parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

**I.  
SCOPE OF SERVICES**

- 1.1 The scope of services will be determined by individual project needs. The scope will be on going and as needed.

- a. Contractor will be available as-needed on an on-call basis, prepared to perform routine and urgent electrical maintenance and repairs at the rates stated in the attached Exhibit A.
- b. Contractor agrees to perform the services and comply with the provisions specified in the Request for Proposals, and the Request and Contractor's Response to the Request for Proposals (attached hereto as Exhibit A and incorporated by reference), comprise a part of this Agreement as if fully set forth herein and such provisions form a part of this Agreement.

## **II.**

### **DUTIES OF CONTRACTOR**

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment, tools, transportation, permits and insurance necessary to perform the on-call electrical services at the various City facilities.
- 2.2 Contractor warrants that is shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Brazoria County, Texas, for work of this kind.
- 2.3 Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

## **III.**

### **TERM AND TERMINATION**

- 3.1 Subject to the provisions of this On-Call Professional Electrical Services Agreement, the term of this Agreement shall commence on October 1, 2018 and shall end on September 30, 2019, unless terminated earlier in accordance within the provisions hereof.
- 3.2 This Agreement may be renewed for two (2) successive one-year terms on the same terms and conditions, for a total of three (3) consecutive years, at the and each renewal term shall be attached to the Agreement as an Addendum. Each renewal shall be at the sole discretion of the City and must be evidenced in writing and approved by the appropriate authorities of each party.
- 3.3 The City of Alvin may cancel this Agreement without cause upon thirty (30) days written notice prior to date of termination.
- 3.4 Without limitation to such rights or remedies as the City shall otherwise have by law, the City shall have the right to terminate this Agreement or suspend work for any reason, upon ten (10) days' written notice to the Contractor.
- 3.5 The Contractor agrees to cease all work under this Agreement upon receipt of said written notice.

**IV.**  
**COMPENSATION**

- 4.1 Contractor shall perform the on-call electrical services required by this Agreement on a per request – per services performed basis.
- 4.2 Payment shall be made by the City for services rendered and upon submission of an invoice and the City’s approval of the work performed.
- 4.3 City agrees to pay Contractor a fee pursuant to the rates reflected in Contractor’s Response to the Request for Proposals, attached here to as Exhibit A, and incorporated by reference.
- 4.4 The City shall make payment within thirty (30) days upon receipt of Contractor’s invoice, pursuant to Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

**V.**  
**INSURANCE**

- 5.1 Minimum insurance requirements for Contractor awarded this Agreement shall be as follows:

<b><u>Coverage</u></b>	<b><u>Limits of Liability</u></b>
------------------------	-----------------------------------

Worker’s Compensation shall conform to statutory requirements.

Comprehensive General Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000
Aggregate	\$2,000,000

- 5.2 The Comprehensive General Liability Policy must provide complete automatic contractual liability coverage, particularly liability assumed under written lease, easement or side-tract agreements.

Comprehensive Automobile Liability

Bodily Injury Liability	\$1,000,000
Property Damage Liability	\$1,000,000

Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies described above,

with minimum limits of \$2,000,000.00 excess of the specified limits.

- 5.3 The City must be named as one of the insured in each of the above coverages, except Worker's Compensation.
- 5.4 Insurance policies must not show cancellation date. They must be in effect until canceled. The usual ten-day cancellation notice clause must be inserted in all coverages where appropriate and customary.
- 5.5 All coverages must be with companies acceptable to the City. The Contractor will furnish the City with a copy of each insurance policy required in connection with this work.

## VI.

### RELEASE AND INDEMNIFICATION

- 6.1 **RELEASE: CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- 6.2 **INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**
  - a. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS' CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
  - b. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- c. **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**6.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**VII.**  
**NOTICE**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Public Services Department  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Phone No: (281) 388-4325

DM Electrical and Construction, LLC  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**VIII.**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas and, in the event of litigation, venue will be in Brazoria County, Texas.

**IN WITNESS WHEREOF**, the parties have made and executed this On-Call Professional Electrician Services Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_ day of October 2018.

**CITY OF ALVIN, TEXAS**

**DM ELECTRICAL AND  
CONSTRUCTION, LLC**

By: \_\_\_\_\_  
Junru Roland  
City Manager

By: \_\_\_\_\_  
Name:  
Title:

# **EXHIBIT A**



August 23, 2018

Received 8/23/18 1:58 p.m.  
Opened 8/23/18 2:15 p.m.  
City Secretary's Office

City of Alvin – City Hall  
City Secretary's Office  
216 West Sealy  
Alvin, TX 77511

**RE: DM ELECTRICAL AND CONSTRUCTION LLC, REQUEST FOR PROPOSAL  
CITY OF ALVIN ON-CALL PROFESSIONAL ELECTRICAL SERVICES**

Dear Alvin City Secretary:

DM Electrical is pleased to respond to the City of Alvin's request for proposal for the 'On-Call Professional Electrical Services' maintenance agreement.

### **Experience**

DM Electrical and Construction is based in Pearland, Texas and is 98% involved in commercial electrical contracting, and multi-residential and large custom residential electrical construction. David Hubbard is CEO and Master Electrician of DM Electrical. We operate with integrity and professionalism and are fully insured. We employ electrical journeymen and highly qualified electrical apprentices.

Our experience includes the following, much of which is detailed on the attached Capability Statement:

- In first year of City of Houston Electrical Maintenance Contract as of April 12, 2018. Includes hundreds of COH properties (commercial and industrial) and its airports.
- In third year of annual renewable Houston Independent School District Electrical Maintenance Contract.
- Previously maintained electrical systems at the Alcon complex in Fort Worth, Texas.
- Numerous new construction and renovation projects, for example:
  - Pearland Medical Commons #1 (518 @ Cullen)
  - City of Houston Renwick Administration Building renovation
  - Houston Community College System RigOne new construction (industrial project)
  - Department of Public Safety Mega Center new construction
  - Box Lunch Willowbrook Mall buildout

### **Understanding of Role**

We understand that licensed electricians who work under a Master Electrician are needed to respond to electrical services calls on an 'on-call' basis. The scope includes, but is not limited to the installation, replacement and repair of electrical systems, outlets and lighting. DM Electrical is also available to respond to emergency calls 24/7. We operate in a collaborative environment, practice safety measures and stay abreast of current electrical trends and advances to ensure work adheres to code. We take pride in work well done.

**T:** 817.504.8969

**M:** david@dmelectricalinc.com

**W:** dmelectricalinc.com

## Proposal Requirements

1. Company name, address, identify out of which office electricians will be provided:

DM Electrical and Construction LLC  
3630 Garrettsville Dr.  
Pearland, TX 77584  
(346) 773-4920 (office)  
(281) 404-9083 (fax)

2. Name, position, phone number of primary contact person:

David A. Hubbard (30+ years of experience in all phases of electrical design/installation/maintenance)  
CEO/Master Electrician  
(817) 504-8968

3. Names of electrician(s) in the company and number of years company has been in business:

DM Electrical, which was established in 2014, currently employs the following maintenance electricians (does not include construction crew):

- David Hubbard, 37 years
- Clinton Lee, 8 years
- Ricardo Colunga, 10 years
- John Saucedo, 15 years
- Mario Ramirez, 5 years
- Jonathon Bargas, 7 years
- Eric Perkins, 5 years
- Plus several other electricians

4. Number of staff and titles in the office that will be working on behalf of the City:

Managing the City of Alvin contract will be:

Margo E. Williams  
Operations Manager

5. Amount of professional liability insurance coverage carried by the company

Workers' Compensation: Statutory for Workers' Compensation

Employer's Liability:	Bodily Injury by Accident: \$500,000 (each accident) Bodily Injury by Disease: \$500,000 (policy limit) Bodily Injury by Disease: \$500,000 (each employee)
Commercial GL:	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Auto Liability	\$1,000,000 combined single limit for (1) any auto or (2) all owned, hired, and non-owned autos
Excess Liability	\$1,000,000



6. Fee Schedule

Year 1:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$47.00
Standard Service Rate (Apprentice Electrician)	Hour	\$47.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$70.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$70.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$94.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$94.00
Parts and Materials Markup	Percentage	8%
Rental of Equipment Markup	Percentage	5%

Year 2:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$49.00
Standard Service Rate (Apprentice Electrician)	Hour	\$49.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$73.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$73.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$98.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$98.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 3:

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
Standard Service Rate (Journeyman Electrician)	Hour	\$51.00
Standard Service Rate (Apprentice Electrician)	Hour	\$51.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$76.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$76.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$102.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$102.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%

Year 4:

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
Standard Service Rate (Journeyman Electrician)	Hour	\$53.00
Standard Service Rate (Apprentice Electrician)	Hour	\$53.00
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$79.50
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$79.50
Emergency Service Rate (Journeyman Electrician)	Hour	\$106.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$106.00
Parts and Materials Markup	Percentage	8%
Rental of equipment Markup	Percentage	5%



Year 5:

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Standard Service Rate (Journeyman Electrician)	Hour	\$56.50
Standard Service Rate (Apprentice Electrician)	Hour	\$56.50
Overtime/Holiday Service Rate (Journeyman Electrician)	Hour	\$84.75
Overtime/Holiday Service Rate (Apprentice Electrician)	Hour	\$84.75
Emergency Service Rate (Journeyman Electrician)	Hour	\$113.00
Emergency Service Rate (Apprentice Electrician)	Hour	\$113.00
Parts and Materials Markup	Percentage	10%
Rental of equipment Markup	Percentage	8%

7. Proposed arrive on-site response time:

DM Electrical will respond to emergency requests immediately via phone and arrive onsite within an hour for life-threatening circumstances and within 2-4 hours for non-life threatening emergencies.

8. Other items (see attached).



# Capability Statement

## DM Electrical and Construction LLC

DM Electrical and Construction LLC (DME) is a single source construction company that offers electrical design, estimating, installation and maintenance on industrial, commercial and multi-residential projects. Its customers are confident that DME satisfies all aspects of their electrical needs as small as installation of programmable energy management and alarm systems to medium and high voltage switchgear and alternative energy backup systems for critical operations. DME client relationships are built on trust, reliability, collaboration and professionalism. DME is owned by David Alan Hubbard, a Texas licensed master electrician and contractor.



## NAICS Codes



- Electrical Contractors and Other Wiring Installation Contractors
- Commercial and Institutional Building Construction
- Engineering Services
- New Single-Family Housing Construction (except For-Sale Builders)
- New Multifamily Housing Construction (except For-Sale Builders)
- Residential Remodelers
- Security Guards and Patrol Services

**Certifications: HUB, MBE, Port of Houston**

## Portfolio Highlights

- Vein Clinics of America. Involved furnishing, installing, testing and placing into satisfactory operation the electrical systems of the project to include: electrical power to light fixtures, equipment motors and devices; coordination with utility company; grounding system; fire alarm system; wiring system for temperature control system; wiring of equipment; removal and/or relocation and reuse of existing systems; and telecommunications rough-in.  
**Length: 9 weeks | Value: \$80,000.00**
- Pearland Medical Commons. New construction of a two-story medical facility for Methodist Hospital system. Ground-up electrical installation.  
**Length: 1 year | Value: \$380,000.00**
- Department of Public Safety Mega Center. New construction of DPS facility. Ground-up electrical installation.  
**Length: 9 months | Value: \$180,247.00**
- Aldine ISD Administration Building. Renovation and addition of large building, including lighting control system, and site duct bank of security gate systems.  
**Length: 4 months | Value: \$907,977.00**
- Teague and Shotwell Middle Schools - Aldine ISD. Renovation and additions to schools.  
**Length: 6 months | Value: \$250,000.00**
- City of Houston Renwick Administration Building. Renovation, addition and temporary modular building electrical installation, including electrical design.  
**Length: 6 months | Value: \$71,000.00**
- Harris County 14th Floor Auditor's Offices renovation.  
**Length: 3 months | Value: \$53,000.00**
- HCC RigOne Oil Rig Training Platform facility. New construction of training facility.  
**Length: 4 months | Value: \$60,638.00**
- Houston Independence School District Maintenance Contract (current)  
**Length: 4 years | Value: \$17.5 Million**



# Capability Statement

## Biography

David A. Hubbard is President and CEO of DM Electrical and Construction, LLC. He brings more than 30 years of electrical estimating, design, installation and maintenance experience on industrial, commercial and multi-residential projects. Mr. Hubbard believes a key to his success has been in his ability to recruit, train and retain quality talent.

Mr. Hubbard graduated from electrical trade school in the late 1970's. He completed an electrical apprenticeship program with the Independent Electrical Contractors (IEC). In 1983, he received his Journeyman License in just three years after excelling in course and project work. Mr. Hubbard earned his Master Electrician License in 2006.

Over the past 30 years, Mr. Hubbard has completed electrical construction projects ranging in value from \$1 million to \$10 million. With strengths in safety assurance, integrity, collaboration, and on-budget and on-time adherence, Mr. Hubbard has a diverse electrical project portfolio.

A resident of Texas since 1980, Mr. Hubbard was born and raised in Springfield, Ohio. He is a 1979 graduate of South High School in Springfield, Ohio. He has completed courses in Operations Management and Analysis at Ashford University. Mr. Hubbard enjoys athletics including cycling and basketball, fishing, and family.

## References

**Caliber 1 Construction**  
John Adams  
(770) 212-2130  
jadams@caliber1construction.com

**Address:**  
110 W. Montgomery St.  
Villa Rica, GA 30180

**Morganti Texas, Inc.**  
Eddie Smith  
(281) 661-4461  
esmith@morganti.com

**Address:**  
350 North Sam Houston Pkwy E  
Ste 121  
Houston, TX 77060

**Scott Beck Construction**  
Scott Beck  
(817) 616-3277  
scott@scottbeckconstruction.com

**Address:**  
4028 Rufe Snow Dr, North  
Richland Hills, TX 76180

## Contact

**Email:** info@dmelectricalinc.com

**Phone:** (346) 773-4920 (O)  
(817) 504-8968 (D)  
(832) 492-2407 (A)  
(281) 404-9083 (F)





# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider an award of bid to Precise Services, Inc., for the South Park Drive Pavement and Drainage Project in an amount not to exceed \$691,569.06; and authorize the City Manager to sign the contract upon legal review.

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

**Summary:** On September 11, 2018, bids were opened for the South Park Drive Pavement and Drainage Project, and Precise Services, Inc. was the qualified low bidder. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: \$800,000

Contract Amount: \$658,637.20

5% Contingency: \$ 32,931.86

**Total Amount: \$691,569.06 (\$108,430.94 below budget)**

The South Park Drive Pavement and Drainage Project consists of the total replacement of the concrete pavement and associated drainage improvements on South Park Drive. These improvements were based on recommendations in the 2013 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on July 19, 2018.

The project is scheduled to start in October 2018 and has a construction time of 75 calendar days.

The \$108,430.94 in excess funds will be returned to the Sales Tax Fund to be used for future street projects. Staff recommends approval.

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

**Funding Account:** 312-5501-00-9029 **Amount:** \$691,569.06 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 9/26/2018 SLH

## Supporting documents attached:

- Bid Tabulation
- Proposal
- CIP Quarterly Report (July 19, 2018)

**Recommendation:** Move to award bid to Precise Services, Inc., for the South Park Drive Pavement and Drainage Project in an amount not to exceed \$691,569.06; and authorize the City Manager to sign the contract upon legal review.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

BID TABULATION							
South Park Drive Pavement and Drainage Project				Precise Services		A-1 Construction	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Site Demolition Concrete Pavement & Curb - Complete in Place - 02220	SY	5,530	\$4.50	\$24,885.00	\$9.00	\$49,770.00
2	6" Concrete Pavement - Complete in Place - 02751	SY	5,750	\$52.50	\$301,875.00	\$54.50	\$313,375.00
3	Roadway Excavation & Backfill - Complete in Place - 02316	CY	400	\$15.75	\$6,300.00	\$100.00	\$40,000.00
4	8" Lime Stabilized Subgrade 6% Lime - Complete in Place - 02335	SY	5,746	\$3.20	\$18,387.20	\$9.00	\$51,714.00
5	Extra Commercial Lime Slurry - Complete in Place - 02335	TON	30	\$210.00	\$6,300.00	\$250.00	\$7,500.00
6	Site Demolition Concrete Driveways - Complete in Place - 02220	SY	1,200	\$9.50	\$11,400.00	\$9.00	\$10,800.00
7	6" Concrete Driveway - Complete in Place - 02751	SY	1,200	\$98.80	\$118,560.00	\$54.00	\$64,800.00
8	Ditch Grading - Complete in Place - 02316	LF	740	\$24.00	\$17,760.00	\$18.00	\$13,320.00
9	Concrete Pavement Expansion Joints - Complete in Place - 02770	LF	1,000	\$5.75	\$5,750.00	\$5.00	\$5,000.00
10	Crushed Stone Base for Temporary Driveways - Complete in Place - 02711	TON	300	\$180.00	\$54,000.00	\$50.00	\$15,000.00
11	Storm Water Prevention - Complete in Place - 01565, 01566	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
12	Mobilization - Complete in Place - 01505	LS	1	\$20,000.00	\$20,000.00	\$34,500.00	\$34,500.00
13	Concrete Saw Cut Full Depth - Complete in Place - 02751	LF	2,500	\$7.50	\$18,750.00	\$7.88	\$19,700.00
14	Traffic Control - Complete in Place - 01555	LS	1	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00
15	Adjust Manhole, Inlets, Valve Boxes to Grade Complete in Place	EA	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
16	4"x12" Concrete Lay Down Curb - Complete in Place - 02770	LF	3,530	\$4.50	\$15,885.00	\$15.00	\$52,950.00
17	Remove and Replace 4" Concrete Apron (Drainage Swale) - Complete In Place - 02220, 02751	SY	80	\$98.00	\$7,840.00	\$80.00	\$6,400.00
18	Pavement Marking - 24" White - Complete in Place - 02760	LF	27	\$35.00	\$945.00	\$60.00	\$1,620.00
<b>TOTAL BID</b>					<b>\$658,637.20</b>		<b>\$695,449.00</b>

# PROPOSAL

 ORIGINAL

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

FROM: **Contractor / Bidder:** Precise Services, Inc.

**South Park Drive Pavement and Drainage Project**  
**Bid Number: B-18-03**  
**Account Number: 312-5501-00-9029**

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **75 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

South Park Drive Pavement and Drainage Project

Contractor Precise Services, Inc.

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Site Demolition Concrete Pavement & Curb - Complete in Place - 02220	SY	5,530	4.50	24,885.00	Twenty Four Thousand Eight Hundred Eighty Five Dollars and zero cents
2	6" Concrete Pavement - Complete in Place - 02751	SY	5,750	52.50	301,875.00	Three Hundred One Thousand Eight Hundred Seventy Five Dollars and zero cents
3	Roadway Excavation & Backfill - Complete in Place - 02316	CY	400	15.75	6,300.00	Sixty Three Hundred Dollars and zero cents
4	8" Lime Stabilized Subgrade 6% Lime - Complete in Place - 02335	SY	5,746	3.20	18,387.20	Eighteen Thousand Three Hundred Eighty Seven Dollars and twenty cents
5	Extra Commercial Lime Slurry - Complete in Place - 02335	TON	30	210.00	6,300.00	Sixty Three Hundred Dollars and zero cents
6	Site Demolition Concrete Driveways - Complete in Place - 02220	SY	1,200	9.50	11,400.00	Eleven Thousand Four Hundred Dollars and zero cents
7	6" Concrete Driveway - Complete in Place - 02751	SY	1,200	98.80	118,560.00	One Hundred Eighteen Thousand Five Hundred Sixty Dollars and zero cents
8	Ditch Grading - Complete in Place - 02316	LF	740	24.00	17,760.00	Seventeen Thousand Seven Hundred Sixty Dollars and zero cents
9	Concrete Pavement Expansion Joints - Complete in Place - 02770	LF	1,000	5.75	5,750.00	Fifty Seven Hundred Fifty Dollars and zero cents
10	Crushed Stone Base for Temporary Driveways - Complete in Place - 02711	TON	300	180.00	54,000.00	Fifty Four Thousand Dollars and zero cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
11	Storm Water Prevention - Complete in Place - 01565, 01566	LS	1	3000.00	3000.00	Three Thousand Dollars and zero cents
12	Mobilization - Complete in Place - 01505	LS	1	20000.00	20000.00	Twenty Thousand Dollars and zero cents
13	Concrete Saw Cut Full Depth - Complete in Place - 02751	LF	2,500	7.50	18750.00	Eighteen Thousand Seven Hundred Fifty Dollars and zero cents
14	Traffic Control - Complete in Place - 01555	LS	1	25000.00	25000.00	Twenty Five Thousand Dollars and zero cents
15	Adjust Manhole/Inlets, Valve Boxes to Grade Complete in Place	EA	2	1000.00	2000.00	Two Thousand Dollars and zero cents
16	4"x12" Concrete Lay Down Curb - Complete in Place - 02770	LF	3,530	4.50	15885.00	Fifteen Thousand Eight Hundred Eighty Five Dollars and zero cents
17	Remove and Replace 4" Concrete Apron (Drainage Swale) - Complete in Place - 02220, 02751	SY	80	98.00	7840.00	Seventy Eight Hundred Forty Dollars and zero cents
18	Pavement Marking - 24" White - Complete in Place - 02760	LF	27	35.00	945.00	Nine Hundred Forty Five Dollars and zero cents
<b>TOTAL BID</b>					<b>658637.20</b>	<b>Six Hundred Fifty Eight Thousand SIX Hundred Thirty Seven Dollars and Twenty Cents</b>

**STATEMENT OF MATERIALS AND OTHER CHARGES**

MATERIALS INCORPORATED INTO THE PROJECT:     \$ 198 000.00

ALL OTHER CHARGES:                                     \$ 460 637.20

\*TOTAL:   \$ 658 637.20

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

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

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

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

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

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

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

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

Bidder: Precise Services, Inc. 

Address: 22337 Sandy Lane

Porter, Texas 77365

Telephone: 281-354-5685

Date: September 10, 2018

ATTEST: 

Secretary of Corporation Tiffany Lowery

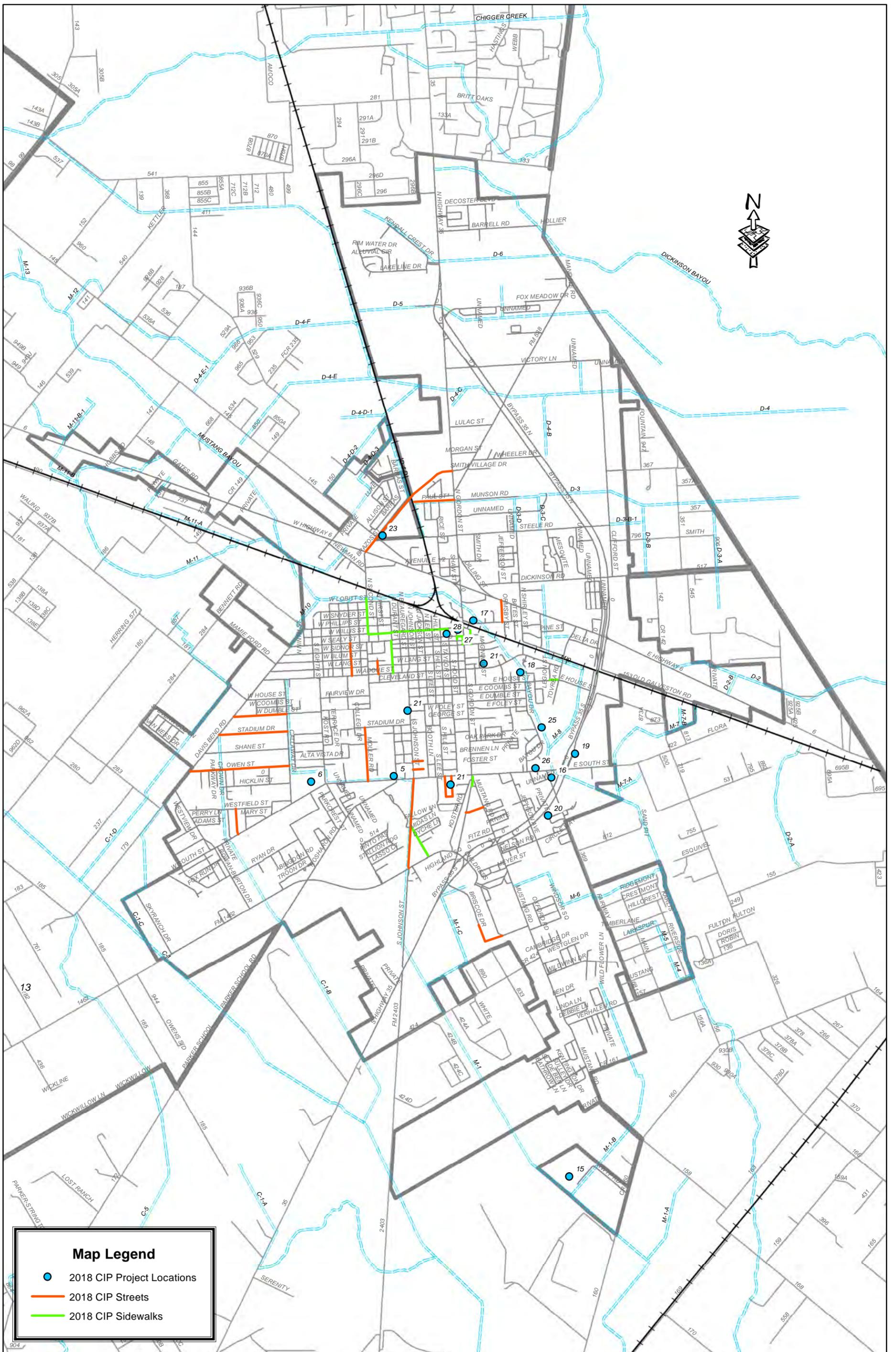
(Seal of Bidder Corporation)





FY 2018 Capital Improvement Program Project Schedule - July 2018

PROJECTS:	10/15/17	10/31/17	11/15/17	11/30/17	12/15/17	12/31/17	1/15/18	1/31/18	2/15/18	2/28/18	3/15/18	3/31/18	4/15/18	4/30/18	5/15/18	5/31/18	6/15/18	6/30/18	7/15/18	7/31/18	8/15/18	8/31/18	9/15/18	9/30/18										
1. Thoroughfare Plan Update Phase II	Design (Phase II)																																	
2. 2017 Asphalt Pavement Project (Contractor)	Construction (90 days)			Project Complete																														
3. 2017 Downtown Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 days)																					
4. 2017 Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 Days)																					
5. Durant Detention Pond	Excavation by C & R #3																		Bid		Construction													
6. Kost Pond Beautification	Quote				Construction								Project Complete																					
7. Johnson Street Paving and Sidewalk Project (Design)								Design																										
8. Moller Road Storm Sewer and Pavement Improvements Phase I (Design)								Design																										
9. 2018 Sidewalk Project														Design						Bid		Construction												
10. South Park Drive Pavement and Drainage Project							Design												Bid		Bid		Construction											
11. FM 528 Extension (Design)								Design																										
12. 2018 Concrete Pavement and Drainage Project	Design																					Bid		Construction (120 days)										
13. Briscoe Park Egress Road													Pending																					
14. Automated Water Meters	Construction															Project Complete																		
15. Wastewater Treatment Plant Optimization Improvements Phase II	Bid	Construction (480 days)																																
16. Fairway and South Water Line Improvements (Design)								Design																										
17. / 18. Lift Station 14 and 17 Rehabilitations								Design																										
19. Lift Station 30 Expansion & Hwy. 35 Gravity Mains (Design)								Design																										
20. 54" Eastside Interceptor (Design)								Design																										
21. Water Line Improvements Phase I (Design)								Design																										
22. Northwest/Northeast Basin Sewer Survey								Design																										
23. Water Plant #6 Tank Replacement								Design																										
24. Wayfinding Signs Project	Design																																	
25. Blue Trails Assessment							Design																											
26. Fire/EMS Station Assessment and Design											Design																							
27. Willis Street Downtown Parking Lot																	Pending																	
28. Museum Expansion																			Construction															



**Map Legend**

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



# FY 2018 CIP Project Location Map

Rev. Date 7/10/2018  
Engineering Dept.



## South Park Drive Pavement and Drainage Project

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

### PROJECT COST

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



# AGENDA COMMENTARY

**Meeting Date:** 10/4/2018

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider an award of bid to Greenscapes Six, LLC., for the 2018-2019 Concrete Repair Program, in an amount not to exceed \$200,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

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

**Summary:** On September 11, 2018, bids were opened for the 2018-2019 Concrete Repair Program, and Greenscapes Six, LLC was the qualified bidder. This Contractor has never worked on a City of Alvin project. Engineering Staff has verified references for this Contractor and all references were highly satisfied with the work performed.

Project Budget: \$200,000

**Total Contract Amount Including Alternate Bid Items: \$179,950**

The 2018-2019 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last eight years. Staff recommends approval.

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

**Funding Account:** 312-5501-00-3410 **Amount:** \$179,950 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 9/26/2018 SLH

**Supporting documents attached:**

- Bid Tabulation
- Proposal

**Recommendation:** Move to award bid to Greenscapes Six, LLC., for the 2018-2019 Concrete Repair Program, in an amount not to exceed \$200,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract subject to legal review.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

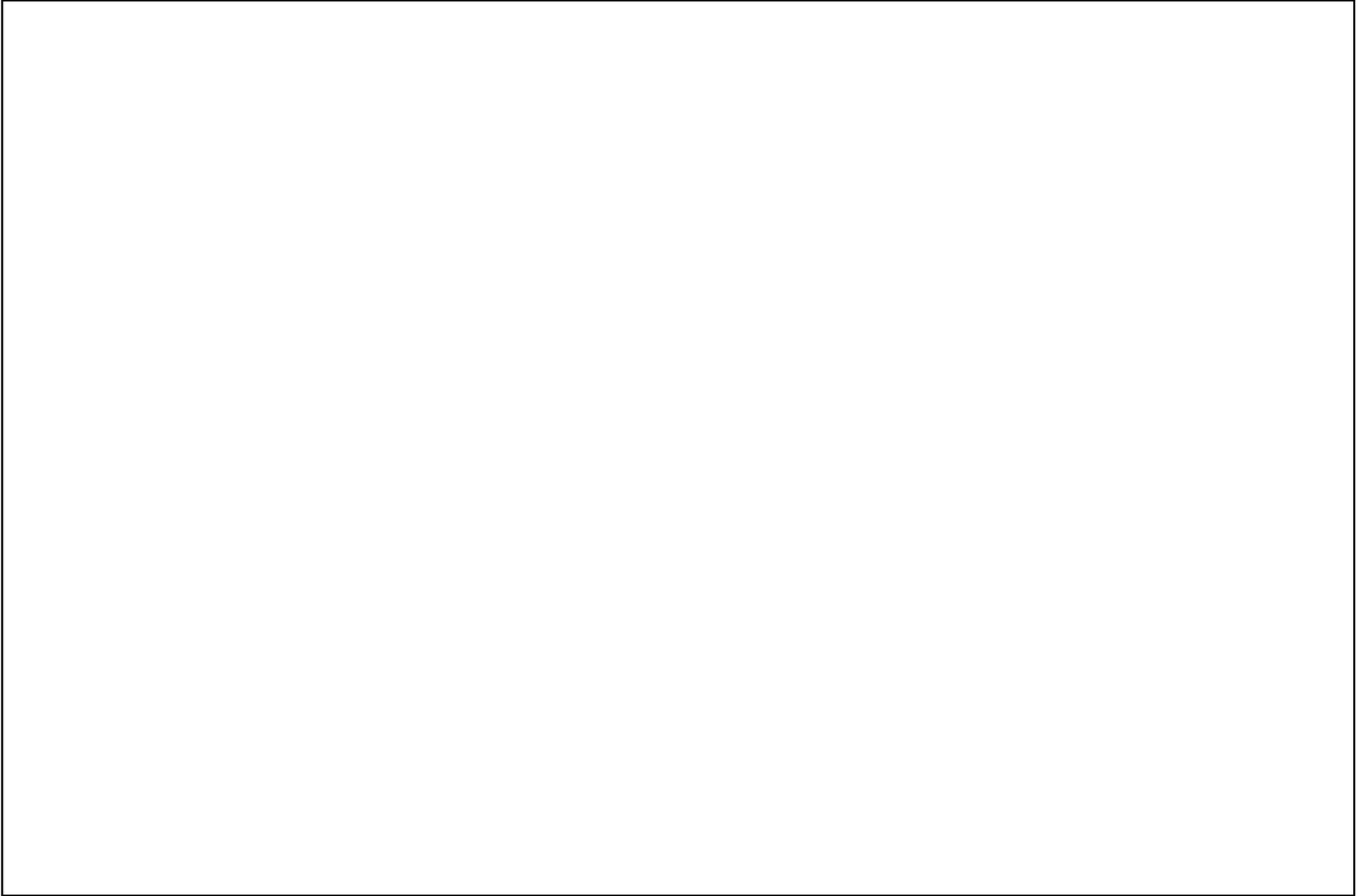
## BID TABULATION

<b>2018-2019 Concrete Repair Program</b>				<b>Greenscapes Six</b>		
Item	Description	Unit	Quantity	Unit Price	Total	
1	Remove and Replace 7" Concrete Pavement - Complete in Place - 02751	SY	500	\$60.00	\$30,000.00	
2	Traffic Control - Complete in Place	LS	1	\$8,000.00	\$8,000.00	
3	Remove and Replace 6" Concrete Driveway - Complete in Place - 02751	SY	200	\$55.00	\$11,000.00	
4	Remove and Replace 6" Concrete Curb - Complete in Place - 02770	LF	500	\$9.00	\$4,500.00	
5	Remove and Replace 4"x12" "Laydown" Concrete Curb - Complete in Place - 02770	LF	1,500	\$9.00	\$13,500.00	
6	Remove and Replace 6" x 24" Concrete Curb and Gutter - Complete in Place - 02770	LF	350	\$45.00	\$15,750.00	
7	Remove and Replace 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$40.50	\$8,100.00	
8	Remove and Replace Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,200.00	\$6,000.00	
9	Remove and Replace Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,300.00	\$6,500.00	
10	Concrete Saw Cut - Full Depth - Complete in Place - 02751	LF	1,000	\$10.00	\$10,000.00	
11	Stabilized Sand - 1.5 Sack per Ton - Includes Excavation of 6" Soil Under Pavement - Complete In Place - 02252	TON	100	\$60.00	\$6,000.00	

Item	Description	Unit	Quantity	Unit Price	Total	
12	Mobilization For All Construction Sites - Complete In Place - 01505	LS	1	\$5,000.00	\$5,000.00	
13	Install 4" Concrete Sidewalk - Complete In Place - 02751	SY	200	\$40.50	\$8,100.00	
14	Install Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$1,200.00	\$6,000.00	
15	Install Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$1,300.00	\$6,500.00	
<b>TOTAL BASE BID</b>					<b>\$144,950.00</b>	

**2018 Concrete Repair Program - Alternate Bid Items**

Item	Description	Unit	Quantity	Unit Price	Total	
16	Remove Existing Inlet - Install Cast-in-Place Type "C-C" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	
17	Remove Existing Inlet - Install Cast-in-Place Type "B-B" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	
18	Remove Existing Inlet - Install Cast-in-Place Type "B" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	
19	Remove Existing Inlet - Install Cast-in-Place Type "C" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	
20	Remove Existing Inlet - Install Cast-in-Place Type "A" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	
<b>TOTAL ALTERNATE BID</b>					<b>\$35,000.00</b>	
<b>TOTAL BASE &amp; ALTERNATE BID</b>					<b>\$179,950.00</b>	



## PROPOSAL

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

FROM: **Contractor / Bidder:** Greenscapes Six, LLC

**2018-2019 Concrete Repair Program**

**Bid Number: B-18-14**

**Account Number: 312-5501-00-3410**

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **365 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

**PROPOSAL**

**2018-2019 Concrete Repair Program**

Contractor Greenscapes Six, LLC

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Remove and Replace 7" Concrete Pavement - Complete in Place - 02751	SY	500	\$60.00	\$30,000.00	Thirty thousand dollars
2	Traffic Control - Complete in Place	LS	1	\$8,000.00	\$8,000.00	Eight thousand dollars
3	Remove and Replace 6" Concrete Driveway - Complete in Place - 02751	SY	200	\$55.00	\$11,000.00	Eleven thousand dollars
4	Remove and Replace 6" Concrete Curb - Complete in Place - 02770	LF	500	\$9.00	\$4,500.00	Four thousand five hundred dollars
5	Remove and Replace 4"x12" "Laydown" Concrete Curb - Complete in Place - 02770	LF	1,500	\$9.00	\$13,500.00	Thirteen thousand five hundred dollars
6	Remove and Replace 6" x 24" Concrete Curb and Gutter - Complete in Place - 02770	LF	350	\$45.00	\$15,750.00	Fifteen thousand seven hundred fifty dollars
7	Remove and Replace 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$40.50	\$8,100.00	Eight thousand one hundred dollars
8	Remove and Replace Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,200.00	\$6,000.00	Six thousand dollars
9	Remove and Replace Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1,300.00	\$6,500.00	Six thousand five hundred dollars
10	Concrete Saw Cut - Full Depth - Complete in Place - 02751	LF	1,000	\$10.00	\$10,000.00	Ten thousand dollars
11	Stabilized Sand - 1 5 Sack per Ton - Includes Excavation of 6" Soil Under Pavement - Complete In Place - 02252	TON	100	\$60.00	\$6,000.00	Six thousand dollars

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
12	Mobilization For All Construction Sites - Complete In Place - 01505	LS	1	\$5,000.00	\$5,000.00	Five thousand dollars
13	Install 4" Concrete Sidewalk - Complete In Place - 02751	SY	200	\$40.50	\$8,100.00	Eight thousand one hundred dollars
14	Install Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$1200.00	\$6,000.00	Six thousand dollars
15	Install Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$1300.00	\$6,500.00	Six thousand five hundred dollars
<b>TOTAL BASE BID</b>					<b>\$144,950.00</b>	<b>One hundred forty four thousand nine hundred fifty dollars</b>
<b>2018 Concrete Repair Program - Alternate Bid Items</b>						
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
16	Remove Existing Inlet - Install Cast-in-Place Type "C-C" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	Seven thousand dollars
17	Remove Existing Inlet - Install Cast-in-Place Type "B-B" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	Seven thousand dollars
18	Remove Existing Inlet - Install Cast-in-Place Type "B" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	Seven thousand dollars
19	Remove Existing Inlet - Install Cast-in-Place Type "C" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	Seven thousand dollars
20	Remove Existing Inlet - Install Cast-in-Place Type "A" Inlet - Complete In Place - 02632	EA	1	\$7,000.00	\$7,000.00	Seven thousand dollars
<b>TOTAL ALTERNATE BID</b>					<b>\$35,000.00</b>	<b>Thirty five thousand dollars</b>
<b>TOTAL BASE &amp; ALTERNATE BID</b>					<b>\$179,950.00</b>	<b>One hundred seventy nine thousand nine hundred fifty dollars</b>

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

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

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

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

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

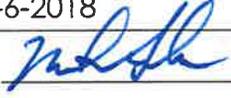
Bidder: Greenscapes Six, LLC

Address: 7020 FM 3180

Baytown, TX 77523

Telephone: 713-501-7456

Date: 9-6-2018

ATTEST:  \_\_\_\_\_

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

(Seal of Bidder Corporation)

**STATEMENT OF MATERIALS AND OTHER CHARGES**

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>71,800</u>
ALL OTHER CHARGES:	\$ <u>108,150</u>
*TOTAL:	\$ <u>179,950</u>

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

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

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