

# City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E  
Martin Vela, District A  
Chris Vaughn, District B  
Richard Garivey, District C



Ashley Davis, District D  
Keko Moore At-Lg P1  
Scott Salter, At-Lg P2

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## Alvin City Council Agenda

**Thursday, March 19, 2026**

**7:00 PM**

(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 Secretary's Office at 281-388-4255 or [dixie.roberts@alvin.gov](mailto:dixie.roberts@alvin.gov) 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance 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, **MARCH 19, 2026**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATION**

A. Proclamation - Child Abuse Awareness Month - BACA Gulf Coast Chapter.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA**

A. Consider approval of the March 5, 2026, City Council meeting minutes.

B. Proclaim the month of April 2026 as Fair Housing Month in the City of Alvin, Texas.

C. Consider the cancellation of the April 2, 2026, City Council Meeting.

D. Consider Resolution 26-R-15, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other matters related thereto.

E. Consider Resolution 26-R-16, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

F. Consider Resolution 26-R-17, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust; and providing for other matters related thereto.

G. Consider Resolution 26-R-18, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing for other matters related thereto.

H. Consider Resolution 26-R-19, authorizing certain officers of the City of Alvin to sign and endorse checks and drafts on the City of Alvin bank accounts; and providing for other matters related thereto.





## *Proclamation*

**WHEREAS,** Bikers Against Child Abuse is an international nonprofit organization dedicated to providing support and healing to children who have been abused; these young victims are known among the organization's members as Heroes; and

**WHEREAS,** this exemplary organization has instituted a number of initiatives to champion the victims of child abuse, notably adoption ceremonies at which an abused child is brought into the Bikers Against Child Abuse family; and

**WHEREAS,** it is both fitting and proper to honor the courage and determination of survivors of child abuse as they confront and overcome the lasting effects of their trauma; and

**WHEREAS,** the city of Alvin is pleased to join Bikers Against Child Abuse, Gulf Coast Chapter, in recognizing the month of April as Child Abuse Awareness Month.

**NOW, THEREFORE,** I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim April 2026, as

### *Child Abuse Awareness Month*

in the City of Alvin and commend Bikers Against Child Abuse® Gulf Coast Chapter for their dedication, service, and unwavering commitment to empowering children and strengthening our community.

**WITNESS** my hand and seal this  
19<sup>th</sup> day of March 2026.

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Gabe Adame, Mayor

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL REGULAR MEETING  
AND EXECUTIVE SESSION  
THURSDAY, MARCH 5, 2026  
7:00 PM**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Keith Villaloboz, Animal Shelter Manager and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Adame gave the invocation. Council member DeKeyzer led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

**PRESENTATION**

Engineering Departmental Update.

Michelle Segovia, City Engineer, delivered the annual Engineering Department update to Council.

**PUBLIC COMMENT**

Ashley Russell presented comments regarding her desire for the City of Alvin to institute a TNR (Trap, Neuter, Release) Program for stray cats.

**CONSENT AGENDA**

Consider approval of the February 5, 2026, City Council workshop minutes.

Consider approval of the February 19, 2026, City Council workshop minutes.

Consider approval of the February 19, 2026, City Council meeting minutes.

Consider Addendum No. 1 for a one (1) year renewal agreement with Univar Solutions to provide Sodium Bisulfite for an amount not to exceed \$30,000; and authorize the City Manager to sign the Addendum upon legal review.

*Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection prior to discharging the effluent to the receiving water to process and treat the wastewater. This product removes the chlorine from the treated wastewater before it is discharged into the receiving stream. The Council awarded the bid (B-25-01) to Univar Solutions to provide sodium bisulfite at \$2.69 per gallon on March 6, 2025. Univar Solutions has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement, Univar has agreed to extend the contract for providing sodium bisulfite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Univar Solutions for providing sodium bisulfite.*

Consider Addendum No. 1 for a one (1) year renewal agreement with Brenntag Southwest, Inc., to provide Sodium Hypochlorite for an amount not to exceed \$110,000; and authorize the City Manager to sign the Addendum upon legal review.

*Sodium hypochlorite (liquid bleach) is used at the City's wastewater treatment plant to disinfect treated effluent before it is discharged. The chemical works by destroying harmful microorganisms such as bacteria and viruses, helping the City meet state and federal water quality standards and protect public health and the environment. The Council awarded the bid (B-25-02) to Brenntag Southwest, Inc., to provide sodium hypochlorite at \$1.69 per gallon on March 6, 2025. Brenntag Southwest, Inc., has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement, Brenntag Southwest, Inc., has agreed to extend the contract for providing sodium hypochlorite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Brenntag Southwest, Inc., for providing sodium hypochlorite.*

**Consider an extension to the agreement with Wells Fargo Bank for bank depository services for the City of Alvin through December 31, 2026, and authorize the City Manager to sign the agreement upon legal review.**

*Wells Fargo has provided an extension to the City's existing Depository Services Agreement; extending the term through December 31, 2026. The current agreement was last renewed in 2023 for 2024 through 2025. This extension will allow the City to maintain continuity of banking and depository services while staff prepares to issue a formal Request for Proposals (RFP) for depository services later this fall. Conducting the RFP process will ensure the City evaluates competitive options and secures services aligned with current operational and financial needs. Staff recommends approval of the one-year extension.*

**Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2026 season.**

*This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing-rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.*

*Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: [www.brazoriacountytx.gov](http://www.brazoriacountytx.gov). Residents can also submit spray requests by calling their office, or by visiting the website listed above. Staff recommends approval.*

**Consider Resolution 26-R-12, declaring unopposed candidates elected to office, canceling the May 2, 2026, General Election, and providing for other matters related thereto.**

*This item considers a Resolution declaring unopposed candidates elected and cancelling the May 2, 2026, General Election. The City Council previously ordered a General Election to be held on May 2, 2026, by Resolution No. 26-R-03 adopted on February 5, 2026, for the purpose of electing the Mayor and City Council Member, District E. The candidate filing period and the deadline for declaration of write-in candidacy have now passed. Pursuant to Texas Election Code § 2.052, the City Secretary has certified in writing that the following candidates are unopposed: Mayor, Gabe Adame, and City Council Member, District E, Meagan DeKeyser. Texas Election Code § 2.053 authorizes the governing body to declare unopposed candidates elected and cancel the election when no opposition exists.*

*Adoption of the proposed Resolution will formally:*

- *Declare the unopposed candidates elected to office*
- *Cancel the May 2, 2026 General Election*
- *Authorize required posting and administrative actions*

*Cancellation of the election will eliminate costs associated with conducting the May 2, 2026 election. Although the candidates are declared elected upon adoption of the Resolution, the elected officials will be administered the Oath of Office following the May 2, 2026, uniform election date, consistent with statutory term commencement requirements and City practice. Staff recommends approval of Resolution No. 26-R-12.*

**Consider Resolution 26-R-13, suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2025; and requiring delivery of this Resolution to the Company and to legal counsel.**

*The City is a **gas utility** customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City. For cities in the Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, the group in which Alvin is, the Company is seeking recovery of \$571,202,171 in invested capital. The current filing will increase rates to residential customers by \$2.47 per month. This will increase the current residential customer charge from \$22.36 to \$24.83 per month. Increases are currently scheduled to go into effect on April 18, 2026.*

*Under the gas reliability infrastructure program (“GRIP”) statute, cities may not challenge the Company’s request. The only action a city may take is to suspend the effective date of the rate increase by 45 days. The annual gas reliability infrastructure program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled that the only action cities can do in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.*

*Staff recommends approval of the Resolution suspending the April 18, 2026 effective date of the interim rate adjustments.*

**Consider a master preliminary plat of Verona, a Planned Unit Development being +/- 128.53 acres of land out of the M.Odonnell Survey, A-420 A.C.H. & B. Survey, A-412 City of Alvin city limits, Brazoria County, Texas.**

*On January 20, 2026, the Engineering Department received a master preliminary plat of Verona, a Planned Unit Development, for review. The property is located northwest of Forest Heights, Section 7 in the City of Alvin ETJ. This master preliminary plat consists of 346 lots, 19 reserves, and 20 blocks, and complies with the Planned Unit Development Agreement which was approved by City Council on December 18, 2025. The City Planning Commission approved the plat unanimously at their meeting on February 17, 2026. Staff recommends approval of the plat.*

**Consider Resolution 26-R-14, approving the Utility Conveyance and Security Agreement accepting the water distribution and wastewater collection and storm water facilities that serve Imperial Forest, Section Three (3), and authorize the Mayor to sign the Agreement upon legal review.**

*This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest, Section Three (3).*

Council member Garivey moved to approve the consent agenda as presented. Seconded by Council member Vaughn; motion to approve carried with all members present voting Aye.

## **OTHER BUSINESS**

**Consider a variance request from the homeowner at 2485 Ryan Drive to encroach one-foot three inches into the ten-foot rear building setback for the construction of a metal building.**

*On February 5, 2026, the Engineering Department received a variance request from the homeowners at 2485 Ryan Drive, to be permitted to encroach one-foot five inches into the ten-foot rear building setback for the construction of a metal building. The homeowner provided an existing survey for plan review. The permit was issued and the piers were drilled. A new survey was required at the form stage, and it was discovered that the survey provided for plan review was incorrect. The metal building, as proposed on the attached property survey, will encroach 1 foot 5 inches into the 10’ rear building setback; however, it will still be 8 feet 7 inches from the rear property line. The City Planning Commission approved the variance request unanimously at their meeting on February 17, 2026. Staff recommends approval.*

Shana Church, Assistant City Engineer, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve the variance request from the homeowner at 2485 Ryan Drive to encroach one-foot five inches into the ten-foot rear building setback for the construction of a metal building. Seconded by Council member Garivey; motion carried with all members present voting Aye.

**Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.**

Council member Garivey requested a City Ordinance be drafted prohibiting excavation of city property.

Council member Davis requested a workshop to discuss the Trap, Neuter, Release program and other possible solutions to the stray cat issue.

**REPORTS FROM THE CITY MANAGER**

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

Mr. Junru Roland announced items of community interest.

**ITEMS OF COMMUNITY INTEREST**

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

Council Member Garivey offered congratulations to his friend for placing in the Houston Livestock Show and Rodeo cook-off.

Council member Salter applauded the Alvin Volunteer Fire Department for their response to the recent fire at the plastics recycling facility. He also commended Assistant City Manager/City Secretary Dixie Roberts and Communications Manager Athlyn Roberts for their quick action in getting information out to the public.

**EXECUTIVE SESSION**

Mayor Adame called for executive session at 7:24 p.m. in accordance with the following:

Section 551.087, Texas Government Code - Economic Development Negotiations: Deliberation regarding potential Chapter 380 economic development incentive agreements with local businesses.

Section 551.074, Texas Government Code - Personnel Matters: Deliberation regarding the appointment of a City Prosecutor and Finance Director and the transition and reassignment of the duties of the City Attorney.

**RECONVENE TO OPEN SESSION**

Mayor Adame reconvened the meeting to open session at 8:14 p.m.

Consider and take action on the City Manager's recommendation for the appointment of a Director of Finance.

Council member Salter moved to approve the City Manager's recommendation of Michael Gibbs for the appointment of Director of Finance. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider a Professional Services Agreement for prosecutorial services for the Alvin Municipal Court for a one-year term, with three (3) one (1) year renewal options, and authorize the City Manager to sign the Agreement.

Council member Salter moved to approve a Professional Services Agreement for prosecutorial services for the Alvin Municipal Court with Eddie Calderon for a one-year term, with three (3) one (1) year renewal options, and authorize the City Manager to sign the Agreement. Seconded by Council member Garivey; motion carried with all members present voting Aye.

**ADJOURNMENT**

Mayor Adame adjourned the meeting at 8:14 p.m.

PASSED and APPROVED the 19th of March 2026.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** City Secretary

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Proclaim the month of April 2026 as Fair Housing Month in the City of Alvin, Texas.

**Type of Item:** Action Item

**Summary:** This proclamation is included under the Consent Agenda, as it will not be formally presented during the City Council meeting. It is a requirement of Brazoria County for eligibility under the Community Development Block Grant (CDBG) program. Staff recommends proclaiming April 2026 as Fair Housing Month in the City of Alvin, as requested.

<b>Funding Expected:</b> Revenue _ Expenditure _ N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes _ No _ N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> _____ <b>Amount:</b> _____	<b>1295 Form Required?</b> Yes _ No <input checked="" type="checkbox"/>
<b>Legal Review Required:</b> N/A <input checked="" type="checkbox"/> Required	<b>Date Completed:</b> _____
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required _____	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. Proclamation; Fair Housing Month 2026
2. Fair Housing Public Notice; 2026

**Recommendation:** Move to approve the month of April 2026 as Fair Housing Month in the City of Alvin.

Reviewed by Department Head, if applicable: \_\_  
Reviewed by City Attorney, if applicable: \_\_

Reviewed by Chief Financial Officer, if applicable: \_\_  
Reviewed by City Manager, if applicable:

# PROCLAMATION

**WHEREAS**, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS**, the United States Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the law and concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, the City of Alvin affirmatively supports the efforts of the Federal Government and the State of Texas to assure fair access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, the City of Alvin welcomes this opportunity to reaffirm its commitment to provide access to housing to all residents without regard to race, color, religion, sex, disability, familial status, or national origin; and

**WHEREAS**, the City of Alvin affirmatively supports programs that will educate the public concerning their rights to access housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, the City of Alvin is honored to join the Federal Government, the State of Texas, Brazoria County, and local jurisdictions across America in celebrating the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the City of Alvin, does hereby celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim:

## **“APRIL AS FAIR HOUSING MONTH”**

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Alvin to be affixed this the 19th day of March 2026.

## **PUBLIC NOTICE**

### **HOUSING DISCRIMINATION IS PROHIBITED BY LAW**

Fair Housing is a National Policy of the United States. It's the law, and it's your right. To promote fair housing practices, the City of Alvin has passed a Fair Housing Proclamation designating the month of April 2026 as Fair Housing Month.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, age, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the U. S. Department of Housing and Urban Development's toll-free hotline at 1-800-669-9777 or 1-800-927-9275 (TDD).

*/s/ Dixie Roberts, City Secretary*



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** City Secretary

**Contact:**

**Agenda Item:** Consider the cancellation of the April 2, 2026, City Council Meeting.

**Type of Item:** Action Item

**Summary:** All City of Alvin offices will be closed in observance of the Good Friday holiday.

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> <input type="checkbox"/>	<b>Amount:</b> <input type="checkbox"/>
<b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>	<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____
	<b>Date Completed:</b> _____

**Supporting documents attached:**

None

**Recommendation:** Move to approve the cancellation of the April 2, 2026, City Council Meeting.

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

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



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Administration - Asst. City Manager

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider Resolution 26-R-15, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other matters related thereto.

**Type of Item:** Resolution

**Summary:** This Resolution updates various City Officials on the City of Alvin Texpool Investment Account, effective, March 19, 2026.

### Texpool Investment Pool

- Add: Michael Gibbs, Finance Director (Authorized Rep)
- Add: Sokheng Thou, Controller (Inquiry Only)
- Darrell Hunting, Accountant, shall remain (Inquiry Only)

**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:**

**Finance Review Require** N/A  Required \_\_\_

**Date Completed:** MG 3/16/2026

### **Supporting documents attached:**

1. Resolution 26-R-15; TexPool Representatives

**Recommendation:** Move to approve Resolution 26-R-15, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: \_\_\_

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable: \_\_\_

Reviewed by City Manager, if applicable:

**RESOLUTION 26-R-15**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REMOVING AND ADDING CERTAIN AUTHORIZED REPRESENTATIVES FOR THE TEXPOOL INVESTMENT ACCOUNT FOR PUBLIC FUNDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City of Alvin, Texas (Location Number 77160), is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS**, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield, consistent with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

**WHEREAS**, the City is a Participant in the Texas Local Government Investment Pool (“TexPool / TexPool Prime”), a public funds investment pool, that was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Texas Public Funds Investment Act.

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

**Section 1. Authorizations.** That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

**Section 2. Deletions.** That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant’s TexPool / TexPool Prime account, or (2) is no longer employed by the Participant.

**Section 3. Amendments.** That an additional Authorized Representative of the Participant may be added by amending a Resolution signed by the Participant, provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

**Section 4. Removal of Representatives.** That the following individuals, previously designated as Authorized Representatives for the City’s TexPool account for investments, are hereby removed from the list of Authorized Representatives:

NAME OF SIGNING OFFICER

TITLE OF SIGNING OFFICER

Sokheng Thou

Controller

**Section 5. Additional Representative.** That the following individual shall be added as an Authorized Representative for the City's TexPool account for investments:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Michael Gibbs	Director of Finance

**Section 6. Remaining Representatives.** That the following individuals shall remain as Authorized Representatives for the City's TexPool account for investments:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Gabe Adame	Mayor
Junru M. Roland	City Manager
Dixie T. Roberts	Assistant City Manager

**Section 7. Inquiry Only Representative.** That the following individual shall be added as an Authorized Inquiry Only Representative for the City's TexPool account for investments:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Sokheng Thou	Controller
Darrell Hunting	Accountant

**Section 8. Effective Date.** This Resolution shall take effect on March 19, 2026.

**Section 9. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this the 19th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Administration - Asst. City Manager

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider Resolution 26-R-16, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

**Type of Item:** Resolution

**Summary:** This Resolution removes Sokheng Thou, Controller, and authorizes Michael Gibbs, Director of Finance, as an "Authorized Representative" and adds Sokheng Thou, Controller as "Inquiry Only" on all current TexSTAR accounts, effective March 19, 2026. TexSTAR is an investment service for local governments.

Staff recommends approval of Resolution 26-R-16.

**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:**

**Finance Review Required:** N/A  Required

**Date Completed:** MG 3/16/2026

**Supporting documents attached:**

- 1. Resolution 26-R-16; TexStar Acct

**Recommendation:** Move to approve Resolution 26-R-16, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

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

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



**Resolution 26-R-16**

**AMENDING RESOLUTION**

WHEREAS, \_\_\_\_\_

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

**Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: \_\_\_\_\_

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

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

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
(NAME OF PARTICIPANT)

**SIGNED BY:** \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

**ATTESTED BY:** \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

**FOR INTERNAL USE ONLY**  
**APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND**

.....  
**AUTHORIZED SIGNER**

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Administration - Asst. City Manager

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider Resolution 26-R-17, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust; and providing for other matters related thereto.

**Type of Item:** Resolution

**Summary:** This Resolution removes Sokheng Thou, Controller, as authorized representatives on all current Texas Class accounts, effective March 19, 2026. In addition, this Resolution adds Michael Gibbs, Director of Finance, as "Authorized Representatives" and Sokheng Thou as "Read Only Access" on all current Texas Class accounts.

Texas Cooperative Liquid Assets Securities System Trust (Texas Class) is a local government investment pool.

Staff recommends approval of Resolution 26-R-17.

**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:**

**Finance Review Required:** N/A  Required

**Date Completed:** MG 3/16/2026

**Supporting documents attached:**

1. Resolution 26-R-17; Texas Class

**Recommendation:** Move to approve Resolution 26-R-17, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust; and providing for other matters related thereto.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

**RESOLUTION 26-R-17**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, UPDATING THE DESIGNATION OF PERSONS AUTHORIZED TO ACT ON BEHALF OF THE CITY OF ALVIN IN CONNECTION WITH TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS TRUST (TEXAS CLASS); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alvin, Texas (the “City”) has established an investment account with the Texas Cooperative Liquid Assets Securities Systems Trust (Texas CLASS) for the purposes of the investment of public funds; and

**WHEREAS**, the City Texas CLASS account requires authorized signers who are authorized to make transactions on behalf of the City; and

**WHEREAS**, the City desires to modify the list of authorized signers for the Texas CLASS account for investments.

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

**Section 1. Removal of Signatories.** That the following individuals, previously designated as authorized signers for the City’s CLASS account for investments, are hereby removed from the list of authorized signers:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Sokheng Thou	Controller

**Section 2. Additional Designated Signatory.** That the following individual shall be added as an authorized signer for the City’s CLASS account for investments:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Michael Gibbs	Director of Finance

**Section 3. Remaining Signatories.** That the following individuals, shall remain as authorized signers for the City’s CLASS account for investments:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Junru M. Roland	City Manager
Dixie T. Roberts	Assistant City Manager

**Section 4. Read Only Access.** That the following individual shall be added as a read only access for the City’s CLASS account for investments:

NAME OF OFFICER  
Sokheng Thou

TITLE OF SIGNING OFFICER  
Controller

**Section 5. Certification.** That a certified copy of this Resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named and said authority shall remain in full force until written notice of revocation thereof shall be received by the Texas CLASS.

**Section 6. Conflicting Provisions Repealed.** That any and all resolutions, ordinances or other orders of the City Council of the City of Alvin which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

**Section 7. Effective Date.** That this Resolution shall become effective on March 19, 2026, and shall remain in effect until amended or superseded.

**Section 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this the 19th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Administration - Asst. City Manager

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider Resolution 26-R-18, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing for other matters related thereto.

**Type of Item:** Resolution

**Summary:** The Local Government Investment Cooperative (LOGIC) is an investment pool that is currently used by the City of Alvin. This Resolution amends the Authorized Representatives for the account, effective March 19, 2026. The following changes will be made to this account:

- Sokheng Thou, Controller, removed as an "Authorized Representative."
- Junru Roland, City Manager, and Dixie Roberts, Assistant City Manager, will remain "Authorized Representatives."
- Michael Gibbs, Director of Finance, added as an "Authorized Representative"
- Sokheng Thou, Controller, added as an "Inquiry Only Representative"

Staff recommends approval of Resolution 26-R-18.

**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:** \_\_\_\_\_  
**Finance Review Required:** N/A  Required       **Date Completed:** MG 3/16/2026

**Supporting documents attached:**

1. Resolution 26-R-18; Logic Investments

**Recommendation:** Move to approve Resolution 26-R-18, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing for 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, if applicable:

**RESOLUTION 26-R-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CHANGES TO AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE (“LOGIC”); AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City of Alvin, Texas (the “Government Entity”) by authority of that certain Local Government Investment Cooperative Resolution 23-R-37 (the “Resolution”) has entered into that certain Interlocal Agreement (the “Agreement”) and has become a participant in the public fund’s investment pool created thereunder known as Local Government Investment Cooperative (“LOGIC”); and

**WHEREAS**, the Resolution designated one or more “Authorized Representatives” within the meaning of the Agreement; and

**WHEREAS**, the Government Entity now wishes to update and designate and/or remove the following persons as the “Authorized Representatives” within the meaning of the Agreement.

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

**Section 1. Removal of Authorized Representative.** The following officer, official, or employee of the Government Entity is hereby removed as an “Authorized Representative” within the meaning of the Agreement: Sokheng Thou, Controller, (281) 388-4217, [sokheng.thou@alvin.gov](mailto:sokheng.thou@alvin.gov).

**Section 2. Designation of Authorized Representatives.** The following officers, officials or employees of the Government Entity are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity’s LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

Junru Roland, City Manager  
(281) 388-4248  
[junru.roland@alvin.gov](mailto:junru.roland@alvin.gov)

Dixie Roberts, Asst. City Manager  
(281) 388-4255  
[dixie.roberts@alvin.gov](mailto:dixie.roberts@alvin.gov)

Michael Gibbs, Director of Finance  
281-388-4216  
[michael.gibbs@alvin.gov](mailto:michael.gibbs@alvin.gov)

**Section 3. Designation of Primary Contact.** Michael Gibbs, Director of Finance, will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

**Section 4. Designation of Inquiry-Only Representatives.** In addition, the following Participant Representatives are designated as an Inquiry Only Representatives authorized to obtain account information:

Sokheng Thou, Controller  
(281) 388-4217  
[sokheng.thou@alvin.gov](mailto:sokheng.thou@alvin.gov)

**Section 5. Authorization to Designate Additional Representatives.** The Government Entity may designate other Authorized Representatives by written instrument signed by the Government Entity’s City Manager.

**Section 6. Conflicting Provisions Repealed.** The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement, except as hereby modified, the Resolution shall remain in full force and effect.

**Section 7. Effective Date.** This Resolution shall take effect on March 19, 2026.

**Section 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this the 19th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

Meeting Date: 3/19/2026

**Department:** Administration - Asst. City Manager

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider Resolution 26-R-19, authorizing certain officers of the City of Alvin to sign and endorse checks and drafts on the City of Alvin bank accounts; and providing for other matters related thereto.

**Type of Item:** Resolution

**Summary:** This Resolution updates various City Officials as authorized signers and limited signers to the City of Alvin bank accounts, effective March 19, 2026.

**Account # XXX0295 Operating Account**

Remove: Sokheng Thou, Controller  
Add: Michael Gibbs, Director of Finance

**Account # XXXXXX7428 Utility Billing**

Remove: Sokheng Thou, Controller  
Add: Michael Gibbs, Director of Finance

**Account # XXXXXX4433 TIRZ-Kendall Lakes**

Remove: Sokheng Thou, Controller  
Add: Michael Gibbs, Director of Finance

**Account # XXXXX9224 EMS/Medicare**

Remove: Sokheng Thou, Controller  
Add: Michael Gibbs, Director of Finance

Staff recommends approval of Resolution 26-R-19.

**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:**

**Finance Review Required:** N/A  Required

**Date Completed:** MG 3/16/2026

**Supporting documents attached:**

1. Resolution 26-R-19; Wells Fargo Amendment

**Recommendation:** Move to approve Resolution 26-R-19, authorizing certain officers of the City of Alvin to sign and endorse checks and drafts on the City of Alvin bank accounts;

and providing for other matters related thereto.

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Reviewed by Department Head, if applicable: \_\_

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Attorney, if applicable: \_\_

Reviewed by City Manager, if applicable: X

**RESOLUTION 26-R-19**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS ON THE CITY OF ALVIN BANK ACCOUNTS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

WHEREAS, the City of Alvin by authority of that certain Local Government wishes to update the officers and officials therefore authorized to endorse checks and drafts associated with the City of Alvin Wells Fargo Banking Account(s);

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

**Section 1. Banking Authority.** That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of Alvin in connection with any bank account of the City of Alvin.

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
Gabe Adame	Mayor
Junru M. Roland	City Manager
Dixie T. Roberts	Asst. City Manager/City Secretary
Michael Gibbs	Director of Finance

**Section 2. Bank Statement and Stop Payment Authority.** That any two (2) or more of the signing officers referenced in Section 1 hereof are authorized to receive statements and canceled vouchers of the City of Alvin and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of Alvin and to revoke stop payment orders.

**Section 3. Depository Authorization.** That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of Alvin in the manner provided in Section 1, hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

**Section 4. Certification.** That a certified copy of this resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

**Section 5. Conflicting Provisions Repealed.** That any and all resolutions, ordinances or other orders of the City Council of the City of Alvin which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

**Section 6. Effective Date.** That this Resolution shall become effective on March 19, 2026, and shall remain in effect until amended or superseded.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** this 19th day of March 2026.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Economic Development

**Contact:** Paul Chavez, Economic Development Director

**Agenda Item:** Consider a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$61,000.00 to Foul Play Restaurant, located at 1468 Highway 35, Alvin, Texas, for build-out and finishes to the restaurant site, and authorize the Mayor to sign the agreement.

**Type of Item:** Action Item

**Summary:** Mr. Karim Pacheco of La Costa Seafood Grill contacted the City's Economic Development Office on December 18 to discuss a proposal for the build-out of his new restaurant, Foul Play Restaurant, to be located at 1468 Highway 35. During that discussion, the incentive process and the potential costs related to the renovations and build-out of the site were reviewed.

Project quotes and photos related to the project were sent to staff throughout December and January. Of these costs, \$308,299.96 qualified as per the current incentive policy. These items include metal framing, sheet rock, alarm wiring, draught equipment, external patio construction and covering, electrical, and interior plumbing. Note that the actual project cost is significantly higher than \$309,299.96 due to labor costs and other items not included in these quotes.

Of this total, 40% would be \$123,319.98. As per the current policy, this is the maximum amount to be considered by the the Economic Development Advisory Committee (EDAC).

While no two businesses are identical in their performance measures, staff used based estimations on sales tax performance of Foul Play on the performance of La Costa Seafood Grill - the other restaurant owned and operated by Mr. Pacheco.

Based on sales tax performance alone, an expected return on an investment of \$123,319.98 should be realized within four to five years. Adding employment figures to this analysis will decrease the ROI to three to four years.

Funding for business incentives was appropriated in the FY-26 adopted budget. The EDAC unanimously approved the \$61,000 incentive grant at their meeting held on February 10th.

**Funding Expected:** Revenue  Expenditure  N/A

**Budgeted Item:** Yes  No  N/A

**Funding Account:** 311-1005-00-3102 **Amount:** \$61,000

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:**

**Finance Review Required:** N/A  Required

**Date Completed:** MG 3/16/2026

**Supporting documents attached:**

1. 380 Agreement; Foul Play
2. Attachment A

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**Recommendation:** Move to approve a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$61,000.00 to Foul Play Restaurant, located at 1468 Highway 35, Alvin, Texas, for build-out and finishes to the restaurant site, and authorize the Mayor to sign the agreement.

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Reviewed by Department Head, if applicable: \_\_  
Reviewed by City Attorney, if applicable: \_\_

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

**CHAPTER 380 AGREEMENT**

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**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BRAZORIA**       §

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Foul Play Sports Bar & Grill LLC (hereinafter “Foul Play Sports Bar & Grill LLC” or the “Company”), with its restaurant located at 1468 Highway 35 Bypass North, Suite G, Alvin, Texas 77511.

**WITNESSETH:**

**WHEREAS**, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, to create and retain primary jobs, to expand the growth of the City, to stimulate business and commercial activity in the City, and to thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company is leasing a suite located at 1468 Highway 35 Bypass North, Suite G in Alvin, Texas, and wishes to make improvements as outlined in **Attachment A** of this Agreement; and

**WHEREAS**, the City agrees to incentivize the Company to renovate and lease the site for either commercial or retail use; and

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

**WHEREAS**, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of office spaces within the downtown Alvin district.

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

**I. Company Obligations and Benchmarks**

Foul Play Sports Bar & Grill LLC, agrees to the following performance benchmarks as conditions precedent to the payment of the Business Incentive.

1. Job creation. Foul Play Sports Bar & Grill LLC, shall be required to create thirty (30) full-time equivalent jobs within the City of Alvin at the site location on or before May 1,

2027 and maintain these jobs at the restaurant location for two (2) years after the Effective Date of this Agreement.

2. Project completion. Foul Play Sports Bar & Grill LLC, shall be required to complete improvements of their restaurant site and show proof of successful completion of all City inspections on or before September 30, 2026.

3. Compliance and reporting.

a. Regular Reporting. Foul Play Sports Bar & Grill LLC, shall submit regular quarterly reports to the City detailing job numbers, and other relevant metrics to the City upon request. The City reserves the right to audit Foul Play Sports Bar & Grill LLC's records related to this Agreement for up to two (2) years after the Effective Date of this Agreement.

b. Compliance with City Ordinances. This Agreement requires adherence to all applicable City ordinances and state laws.

4. These benchmarks are intended to measure the economic benefit the City of Alvin receives in exchange for the payment of business incentive.

## **II. City Obligations/Incentive**

1. Upon completion of the items in Section I above, and upon successful completion of all required City inspections, the City agrees to remit payment of \$61,000.00 to the Company.

2. This reimbursement payment shall be sourced directly from the City's Business Incentives Account .

## **III. Term and Termination**

1. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and shall terminate two (2) years from this Agreement's Effective Date; or

2. In the event of a material breach of this Agreement by either party, the non-breaching party may pursue appropriate remedies as outlined in the Texas Local Government Code or other applicable laws.

## **IV. Notices**

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



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

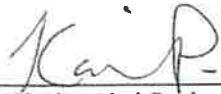
**THE CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adams, Mayor

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

**FOUL PLAY SPORTS BAR & GRILL LLC**

By:  \_\_\_\_\_  
Karim Abel Pacheco  
Owner

ATTEST:

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

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF BRAZORIA §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2026, by Gabe Adame of the City of Alvin, Texas, for and on behalf of said City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZORIA §

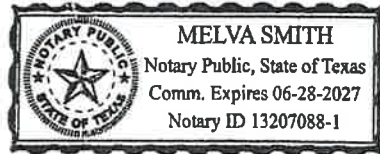
This instrument was acknowledged before me on the 5 day of March  
2026, by Karim A. Pacheco, for and on behalf of Foul Play Sports Bar & Grill LLC.



Notary Public in and for the State of Texas

My Commission Expires: 6/28/2027

(SEAL)



**Attachment A**

**Foul Play Sports Bar and Grill**  
1468 S Bypass 35 Alvin TX 77511  
karimpacheco10@gmail.com  
832-738-6284



## **I. Project Description**

Foul Play Sports Bar and Grill project is designed to enhance the city's dining and entertainment offerings while supporting local economic development, job creation, and commercial corridor activation. The restaurant will offer a modern dining experience featuring high-quality food, a welcoming atmosphere, and professional service. The proposed location will utilize an existing commercial space, allowing for efficient redevelopment while minimizing the need for extensive public infrastructure expansion. The project aligns with the City's goals of supporting small business growth, increasing foot traffic, and revitalizing underutilized commercial properties. Foul Play is intended to operate as a long-term business, serving residents and visitors while contributing to the City's tax base and overall economic vitality.

## **II. Project Budget**

The total estimated cost to develop and launch Foul Play is **\$1,244,000**.

### **Estimated Project Costs:**

- Leasehold Improvements / Build-Out: \$895,000
- Kitchen Equipment & Fixtures: \$120,000
- Furniture, Fixtures & Décor (FF&E): \$55,000
- Technology & POS Systems: \$13,000
- Licenses, Permits & Professional Fees: \$18,000
- Initial Inventory & Operating Supplies: \$40,000
- Staffing & Training (Pre-Opening): \$18,000
- Marketing & Grand Opening: \$10,000
- Working Capital / Operating Reserve: \$75,000

Total Project Cost: \$1,244,000

The project will be primarily funded through owner investment and private financing, supplemented by the requested City economic development incentive.

## **III. Business Financials (Past 24 Months)**

Foul Play Sports Bar and Grill has not had any business financials within the past 24 months.

## **IV. Public Infrastructure Requirements**

The proposed project will utilize existing public infrastructure currently serving the site. No major public infrastructure expansions are anticipated.

**Infrastructure Utilization Includes:**

- Existing water and sewer services
- Electrical and waste management services
- Existing roadway access, sidewalks, and parking facilities

Any required upgrades will be limited in scope and completed in compliance with City building, fire, health, and ADA standards. The project will coordinate with all applicable City departments to ensure full compliance.

**V. Projection of Increased Assessed Value**

The proposed improvements will significantly increase the assessed value of the subject property.

- **Current Assessed Value:** Approximately \$1,900,000
- **Projected Post-Improvement Assessed Value:** \$7,000,000

The increase in assessed value is driven by interior build-out, equipment installation, and long-term commercial occupancy, resulting in increased property tax revenue for the City.

**VI. Projection of Increased Employment**

Foul Play is expected to create new employment opportunities for City residents.

- **Projected New Jobs Created:**
- 15 Full-Time Positions
- 15 Part-Time Positions

Positions will include management, kitchen staff, servers, and support staff. The business is committed to hiring locally and providing training opportunities that support workforce development within the City.

**VII. Projection of Sales Tax Revenue**

The restaurant is projected to generate significant taxable sales upon stabilization.

- **Estimated Annual Gross Sales:** \$3,000,000
- **Applicable Sales Tax Rate:** 8.25%
- **Estimated Annual Sales Tax Revenue:** 1.5% \$45,000

These revenues will provide ongoing financial benefit to the City of Alvin

**VIII. Economic Development Incentive Requested**

Foul Play respectfully requests a City economic development incentive in the amount of **\$300,000**.

**Proposed Use of Incentive Funds:**

- Leasehold improvements
- Equipment purchases
- Workforce training and hiring costs

The incentive will reduce upfront development costs, accelerate project completion, and strengthen the business's ability to operate sustainably while delivering measurable public benefits.

**IX. Changes or Variances Requested to City Ordinances**

I would like to address the length of time for advertisement banners, for example crawfish season is 7 months long.

**X. Conclusion**

Foul Play represents a strategic private investment that aligns with the City of Alvin's economic development goals. With City incentive support, the project will deliver increased employment, enhanced

NBM Development	Grease trap, foundation pour back, underground plumbing, site haul of dirt	\$ 99,450.00	<i>Removed "dirt haul off" item. Needs to break out labor &amp; materials as separate costs</i>
Absolute Suppression & Fire	install a NEW Fire Alarm, Fire Suppression System, Fire Sprinkler System (overhead protection) and Fire Extinguishers	\$64,789.33	<i>Needs to break out labor &amp; materials as separate costs</i>
Sunkiss Construction	metal framing, sheet rock, frp, and build out	\$86,000.00	Total: \$138,000, removed labor cost.
C & C Technology	Alarms	\$34,328.07	Total: \$39,528.07, removed labor cost.
Nordic Graphics	Permit fee for signs	\$350.00	does not include \$430.91 equipment rental fee
	Interior wall wrap	\$23,300.00	
	Outdoor signs	\$22,921.75	does not include banner \$270.63
Texas Draught Werks		\$11,414.14	Total for draught installation is \$15,603.31
Allied Fire Protection	Quote: RW12.5	\$14,135.00	<i>Needs to break out labor &amp; materials as separate costs</i>
Allied Fire Protection	Quote: JT12-1138	\$19,900.00	<i>Needs to break out labor &amp; materials as separate costs</i>
Third Coast Excavation & Construction	Interior Work (non-electrical)	\$71,986.00	
	Exterior canopy (non-electrical)	\$36,000.00	
	Electrical	\$22,000.00	
	<b>Project Total</b>	<b>\$308,299.96</b>	<b><i>items in red not calculated</i></b>

**40% of the total project cost: \$123,319.98**  
*This is the maximum amount that will be considered as per incentive policy.*



1468



NO PARKING TOW AWAY ZONE









# AGENDA COMMENTARY

**Meeting Date:** 3/19/2026

**Department:** Economic Development

**Contact:** Paul Chavez, Economic Development Director

**Agenda Item:** Consider a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$6,493.60 to Alvin Shopping Center, located at 1591 East Highway 6, Alvin, Texas, for façade improvements to the center, and authorize the Mayor to sign the agreement.

**Type of Item:** Action Item

**Summary:** Mr. Davy Chin of Alvin Shopping Center contacted the City's Economic Development Office on November 20th to discuss a proposal for upgrading the façade of his retail strip center located at 1591 East Highway 6, Alvin. The incentive process and potential costs related to the upgrades were reviewed. Mr. Chin also contacted Alvin's Engineering Dept to clear any questions regarding the upgrades to the site. A pre development meeting was not required since only the exterior was to be painted.

Documentation related to the project was sent to staff throughout December, with the final walk-around completed in early January. The estimate provided by Mr. Chin was received and reviewed. Of the costs outlined, only the following items qualified as per our current incentive policy:

Drywall	\$4,800.00
Flooring	\$854.00
Paint	\$10,230.00
Plumbing	\$350.00
<b>TOTAL</b>	<b>\$16,234.00</b>

Of this total, 40% is \$6,493.60. As per our current policy, this is the maximum amount to be considered by EDAC.

Based on the amount of sales tax received annually from the businesses located at the shopping center and current property tax value for the entire shopping center, the Economic Development Advisory Committee (EDAC) voted unanimously at their meeting on February 10th in favor of the full amount of \$6,493.60, which is allowed under policy. Funds for business incentives were appropriated in the FY26 adopted budget.

**Funding Expected:** Revenue  Expenditure  N/A

**Budgeted Item:** Yes  No  N/A

**Funding Account:** 311-1005-00-3102 **Amount:** \_\_\_\_\_

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:**

**Finance Review Required** N/A  Required

**Date Completed:** MG 3/16/2026

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**Supporting documents attached:**

1. Chapter 380 Agreement; Alvin Shopping Center
  2. Attachment A
- 

**Recommendation:** Move to approve a Chapter 380 Economic Development Agreement providing a business incentive grant in the amount of \$6,493.60 to Alvin Shopping Center, located at 1591 East Highway 6, Alvin, Texas, for façade improvements to the center, and authorize the Mayor to sign the agreement.

---

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

**CHAPTER 380 AGREEMENT**

---

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF BRAZORIA         §**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and DMC Enterprises II, LTD (hereinafter “DMC Enterprises II, LTD” or the “Company”), with its retail shopping center located at 1591 East Highway 6, Alvin, Texas 77511.

**WITNESSETH:**

**WHEREAS**, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, to create and retain primary jobs, to expand the growth of the City, to stimulate business and commercial activity in the City, and to thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company owns the building located at 1591 East Highway 6, Alvin, Texas, and wishes to make improvements as outlined in **Section I, number 2** of this Agreement; and

**WHEREAS**, the City agrees to incentivize the Company to renovate and lease the site for either commercial or retail use; and

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

**WHEREAS**, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of office spaces within the downtown Alvin district.

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

**I. Company Obligations and Benchmarks**

DMC Enterprises II, LTD, agrees to the following performance benchmarks as conditions precedent to the payment of the Business Incentive.

1. Job creation. DMC Enterprises II, LTD, shall be required to create an additional five (5) full-time equivalent jobs within the City of Alvin at the Alvin Shopping Center on or

before May 1, 2027. DMC Enterprises II, LTD, will be required to maintain at least five (5) full-time equivalent jobs at the Alvin Shopping Center for two (2) years after the Effective Date of this Agreement.

2. Project completion. DMC Enterprises II, LTD, shall be required to complete the painting and improvements of the front and sides of the Alvin Shopping Center and show proof of successful completion of all City inspections on or before April 15, 2026.

3. Compliance and reporting.

a. Regular Reporting. Upon request, DMC Enterprises II, LTD, shall submit reports to the City detailing job numbers, and other relevant metrics to the City upon request. The City reserves the right to audit DMC Enterprises II, LTD's records related to this Agreement for up to two (2) years after the Effective Date of this Agreement.

b. Compliance with City Ordinances. This Agreement requires adherence to all applicable City ordinances and state laws.

4. These benchmarks are intended to measure the economic benefit the City of Alvin receives in exchange for the payment of business incentive.

## **II. City Obligations/Incentive**

1. Upon completion of the items in Section I above, and upon successful completion of all required City inspections, the City agrees to remit payment of \$6,493.60 to the Company.

2. This reimbursement payment shall be sourced directly from the City's Business Incentives Account.

## **III. Term and Termination**

1. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and shall terminate at the earliest of the following conditions:

a. Two (2) years from this Agreement's Effective Date; or

b. When the total reimbursement to DMC Enterprises II, LTD, totals \$6,493.60.

2. In the event of a material breach of this Agreement by either party, the non-breaching party may pursue appropriate remedies as outlined in the Texas Local Government Code or other applicable laws.

## **IV. Notices**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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

**DMC ENTERPRISES II, LTD**

By: Davy Chin  
Davy Chin  
Owner

ATTEST:

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

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF BRAZORIA §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2026, by Gabe Adame of the City of Alvin, Texas, for and on behalf of said City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

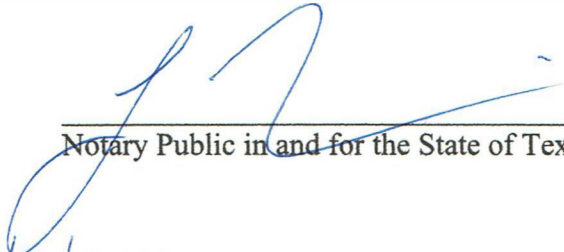
My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

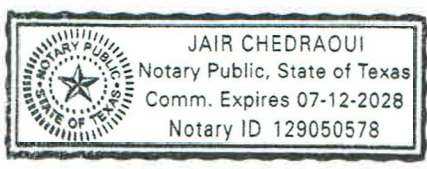
**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF BRAZORIA §**

This instrument was acknowledged before me on the 2<sup>nd</sup> day of March  
2026, by Davy Chin, for and on behalf of DMC Enterprises II, LTD.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: 07/12/2028

(SEAL)



## Attachment A



DMC Enterprises II, LTD  
4311 Oak Trail Ct.  
Sugar Land, TX 77479

# DMC Enterprises II, LTD

November 21, 2025

**Paul M. Chavez**  
**Economic Development Director**  
City of Alvin  
216 W. Sealy Street  
Alvin, TX 77511

Sent by email: paul.chavez@alvin.gov

RE: Property at 1591 E. Highway 6, Alvin, TX 77511  
City of Alvin Business Incentive Policy

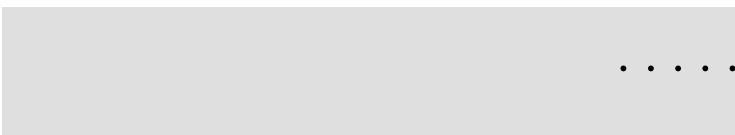
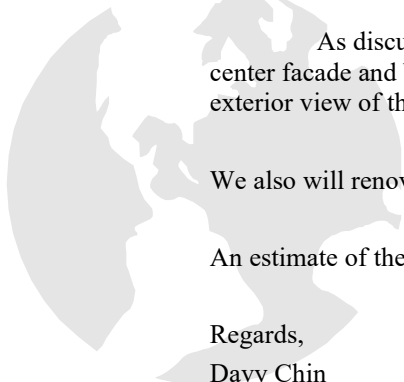
Hi Paul,

As discussed per our phone conversation on November 20, attached are pictures of the shopping center facade and brick both now and proposed. The repainting of the facade and brick is to improve the exterior view of the center.

We also will renovate the vacant unit 112 to attract a prospective tenant to lease the space.

An estimate of the cost (\$22,605.20) and the architects' fee (\$2,500) are attached.

Regards,  
Davy Chin  
DMC Enterprises II, LTD  
Cell: 832-492-0406





Sherwin Williams 6000 Snowfall Sherwin Williams 6002 Essential Gray

Alvin Marketplace Shopping Center – Color Study  
November 14<sup>th</sup> 2025





"UNITED EFFORTS...SUCCESSFUL PROJECTS"

1591 E HWY 6, SUITE 112  
ALVIN, TEXAS

October 15, 2025  
ESTIMATE

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b>GENERAL CONDITIONS</b>			
BLUEPRINT EXPENSE	1	LS	NOT USED
SUPERVISION	1	LS	\$1,800.00
TRAVEL, MILEAGE & PARKING	1	LS	\$100.00
INSURANCE	1	LS	\$50.00
TEMPORARY POWER	1	LS	NOT USED
TEMPORARY TELEPHONE	1	LS	INCLUDED
TEMPORARY TOILETS	1	LS	NOT USED
PERMIT ALLOWANCE	1	LS	EXCLUDED
MISC. SUPPLIES	1	LS	\$100.00
CLEAN UP	1	LS	\$300.00
TEMPORARY PROTECTION	1	LS	INCLUDED
<b>SITE WORK &amp; DEMOLITION</b>			
DUMPSTERS	1	LS	\$400.00
<b>FINISHES</b>			
<b>DRYWALL:</b>			
DEMO WALL IN THE MIDDLE OF THE SUITE	1	LS	\$4,800.00
INSTALL DRYWALL AS NEEDED ON DEMISING WALL	1	LS	INCLUDED
MISC WALL PATCHING AS NEEDED	1	LS	INCLUDED
INSTALL DOOR HANDLE AND WEATHER STRIPPING ON REAR DOOR	1	LS	INCLUDED
REPLACE DAMAGED CEILING TILE	1	LS	INCLUDED
<b>FLOORING:</b>			
DEMO EXISTING FLOORING THROUGHOUT ENTIRE SUITE	1	LS	\$854.00
NEW VCT AND RUBBER BASE IN RESTROOM ONLY	1	LS	INCLUDED
FLOOR PREP - ALLOWANCE	1	LS	INCLUDED
<b>PAINT :</b>			
PAINT WALLS, PAINT REAR DOOR AND FRAME	1	LS	\$2,015.00
POWER WASH & PAINT THE FAÇADE FOR THE ENTIRE BUILDING	1	LS	\$8,215.00
<b>PLUMBING</b>			
REMOVE AND RESET EXISTING TOILET FOR NEW TILE FLOORING	1	LS	\$350.00
		<b><u>SUBTOTAL</u></b>	\$18,984.00
		<b><u>FEE</u></b>	\$1,898.40
		<b><u>TAX</u></b>	<b><u>\$1,722.80</u></b>
		<b><u>TOTAL</u></b>	\$22,605.20
WORK TO BE DONE DURING REGULAR HOURS EXCEPT DISRUPTIVE WORK EXCLUDES KEYING OF LOCKS EXCLUDES ASBESTOS TESTING AND REMOVAL EXCLUDES VOICE AND DATA CABLING <b>DUE TO THE VOLATILITY OF THE MARKET, PRICING GOOD FOR 30 DAYS.</b>			



TO (OWNER): DCM Enterprises II, LTD

PROJECT: DMC Enterprises  
1591 E Hwy 6, Suite 112  
Alvin, TX 77511

APPLICATION NO: 1  
PERIOD TO: 12/16/2025

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): UNITED CONSTRUCTORS OF TEXAS  
6989 W Little York Rd  
Suite F  
Houston, TX 77040

ARCHITECT'S  
PROJECT NO: 25045

CONTRACT FOR: \$ 22,605.20

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	22,905.20
2. Net Change by Change Orders .....	\$	8,841.32
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	31,746.52
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	20,860.75

5. RETAINAGE:

a. 0.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	0.00

Total retainage (Line 5a + 5b) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 20,860.75  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 0.00

8. CURRENT PAYMENT DUE ..... \$ 20,860.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 10,885.77

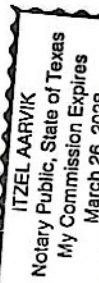
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	8,841.32	0.00
TOTALS	8,841.32	0.00
NET CHANGES by Change Order	8,841.32	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: UNITED CONSTRUCTORS OF TEXAS  
6989 W Little York Rd Suite F  
Houston, TX 77040

By: 

Date: 12-16-25



State of: TX

County of: Harris

Subscribed and Sworn to before me this

Notary Public: 

My Commission Expires: 03/26/28

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** DCM Enterprises II, LTD  
**PROJECT:** DMC Enterprises  
 1591 E Hwy 6, Suite 112  
 Alvin, TX 77511

**FROM (CONTRACTOR):** UNITED CONSTRUCTORS OF TEXAS VIA (ARCHITECT):  
 6989 W Little York Rd  
 Suite F  
 Houston, TX 77040

**APPLICATION NO:** 1  
**PERIOD TO:** 12/16/2025

**ARCHITECT'S PROJECT NO:** 25045

**DISTRIBUTION TO:**  
 - OWNER  
 - ARCHITECT  
 - CONTRACTOR

**CONTRACT FOR: \$ 22,605.20**

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	3,050.00	0.00	675.00	0.00	675.00	22.13	2,375.00	0.00
2	Taping, Floating, Drywall	4,800.00	0.00	0.00	0.00	0.00	0.00	4,800.00	0.00
3	Flooring	854.00	0.00	854.00	0.00	854.00	100.00	0.00	0.00
4	Painting and Coating	10,230.00	0.00	10,230.00	0.00	10,230.00	100.00	0.00	0.00
5	Plumbing	350.00	0.00	350.00	0.00	350.00	100.00	0.00	0.00
6	Admin Fee/Overhead	1,898.40	0.00	1,210.90	0.00	1,210.90	63.79	687.50	0.00
7	Sales Tax	1,722.80	0.00	1,098.89	0.00	1,098.89	63.79	623.91	0.00
<b>Change Order 1</b>									
9	General Conditions	300.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00
10	Painting and Coating	7,125.00	0.00	5,410.00	0.00	5,410.00	75.93	1,715.00	0.00
11	Admin Fee/Overhead	742.50	0.00	541.00	0.00	541.00	72.86	201.50	0.00
12	Sales Tax	673.82	0.00	490.96	0.00	490.96	72.86	182.86	0.00
<b>REPORT TOTALS</b>		<b>\$31,746.52</b>	<b>\$0.00</b>	<b>\$20,860.75</b>	<b>\$0.00</b>	<b>\$20,860.75</b>	<b>65.71</b>	<b>\$10,885.77</b>	<b>\$0.00</b>



November 19, 2025

Mr. Bruce Frankel / Mr. Davy Chin

Re: Alvin Marketplace Shopping Center Paint Scheme

Invoice #001.

Contract Amount:	\$2,500.00
Current Billing @ 100%	\$2,500.00
Previous Base Contract Billed	\$0.00
Current Amount Due	\$2,500.00
Current Reimbursables:	
*Mileage	\$00.00
*Printing	\$00.00
<b>Current Invoice:</b>	<b>\$2,500.00</b>

Thank you,

Invoice due upon receipt. Please remit to:

Dumont Shpata Atelier, LTD

1214 Bluestone Drive  
Missouri City Texas 77459

713.240.6210  
[ed@dumontshpata.com](mailto:ed@dumontshpata.com)



# AGENDA COMMENTARY

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**Meeting Date:** 3/19/2026

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider Ordinance 26-A; releasing approximately 25 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

---

**Type of Item:** Ordinance

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**Summary:** On or about February 26, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Rahul Gupta, the owner of approximately 25 acres of land located at 13651 County Road 184, Alvin, Texas, in unincorporated Brazoria County.

The petition was submitted pursuant to Texas Local Government Code Chapter 42, Subchapter D (§42.102–§42.105), which authorizes a resident or landowner of property located within a municipality’s extraterritorial jurisdiction to petition the municipality for release of the property from the ETJ.

The petition includes documentation demonstrating ownership of the property, a boundary description of the property, and a map identifying the area requested to be released. The property is currently located within the City of Alvin’s extraterritorial jurisdiction and is not located within the corporate limits or extraterritorial jurisdiction of another municipality.

Under Section 42.105 of the Texas Local Government Code, if a petition satisfies the statutory requirements, the municipality shall release the property from its extraterritorial jurisdiction. The governing body must take action on the petition by the later of:

- the 45th day after the date the municipality receives the petition; or
- the next meeting of the governing body occurring after the 30th day following receipt of the petition, whichever is later.

If the City does not take action to release the property within the statutory timeframe, the property is released from the City’s ETJ by operation of state law. Based on the date the petition was received, the statutory release date in this case is April 16, 2026.

Staff contacted Mr. Gupta to ask about his plans for the property and whether there was anything the City could assist with that might allow the property to remain within the City’s ETJ. Mr. Gupta stated that he does not have specific development plans for the property at this time and that the request was made to provide flexibility for potential future use of the land. He did not identify any action the City could take to keep the property within the ETJ.

A staff attorney with Olson and Olson reviewed this item for legal compliance.

---

**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:** \_\_\_\_\_

**Finance Review Required:** N/A  Required

**Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

1. Ord. 26-A; Releasing Land from ETJ; CR 184
2. Exhibit A; Petition for Release
3. ETJ Overall Map w CR184

**Recommendation:** Move to approve Ordinance 26-A; releasing approximately 25 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

**ORDINANCE NO. 26-A**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 25 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Section 42.102 of the Texas Local Government Code authorizes a resident or landowner of an area in the extraterritorial jurisdiction (“ETJ”) of a municipality to file petition with the municipality to be released from the ETJ of the municipality; and

**WHEREAS**, on or about February 26, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Rahul Gupta, the owner of approximately 25 acres of land located at 13651 County Road 184, Alvin, Texas, in unincorporated Brazoria County, Texas

**WHEREAS**, the property described in the Petition is located entirely within the extraterritorial jurisdiction of the City of Alvin and is not located within the corporate limits or extraterritorial jurisdiction of another municipality; and

**WHEREAS**, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 25 acres of land in the City’s ETJ, as described in Exhibit A, attached hereto and incorporated herein for all purposes; and

**WHEREAS**, Section 42.105 provides upon a proper petition, the City shall immediately release the area from its ETJ and shall take action before either the 45<sup>th</sup> day after receiving the petition, or the next meeting that occurs after the 30<sup>th</sup> day after receiving the petition, whichever is later.

**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. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

**Section 2.** Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 25 acres of land as described in Exhibit A from its extraterritorial jurisdiction.

**Section 3.** This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin’s ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ

pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

**Section 4.** The official map and boundaries of the City of Alvin are hereby amended and revised so as to release solely the portion of its ETJ that is described in Exhibit A.

**Section 5.** Severability. Should any section or part of this Ordinance 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 Ordinance are declared to be severable.

**Section 6.** 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 this 19th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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

**LANDOWNERS PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

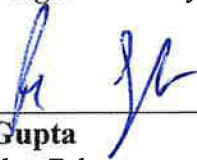
The undersigned Petitioner, being the owner of the land described herein, hereby petitions for the immediate release of the following area from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin, Texas, pursuant to **Texas Local Government Code § 42.101–42.105.**

**1. PROPERTY OWNER INFORMATION**

- **Property Owner of Record:** Gupta Rahul
- **Legal Description:** Exhibit A – Lot and block number
- **Map:** Exhibit B – Map
- **Tax Parcel ID(s):** 490445

**2. SIGNATURE**

*By signing below, I certify that I am an authorized representative of the entity listed above and have the legal authority to petition for the release of this property.*

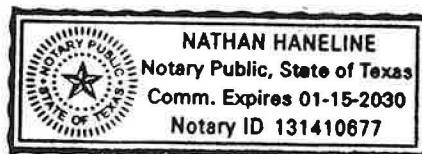
By:   
**Rahul Gupta**  
4402 Allen Rd  
Pearland TX 77584  
**Date of Birth:** November 23, 1973  
**Date:** 2/23/26

**NOTARY ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF [ Brazoria ] §

This instrument was acknowledged before me on Feb. 23, 2026 by Rahul Gupta.

  
Notary Public, State of Texas



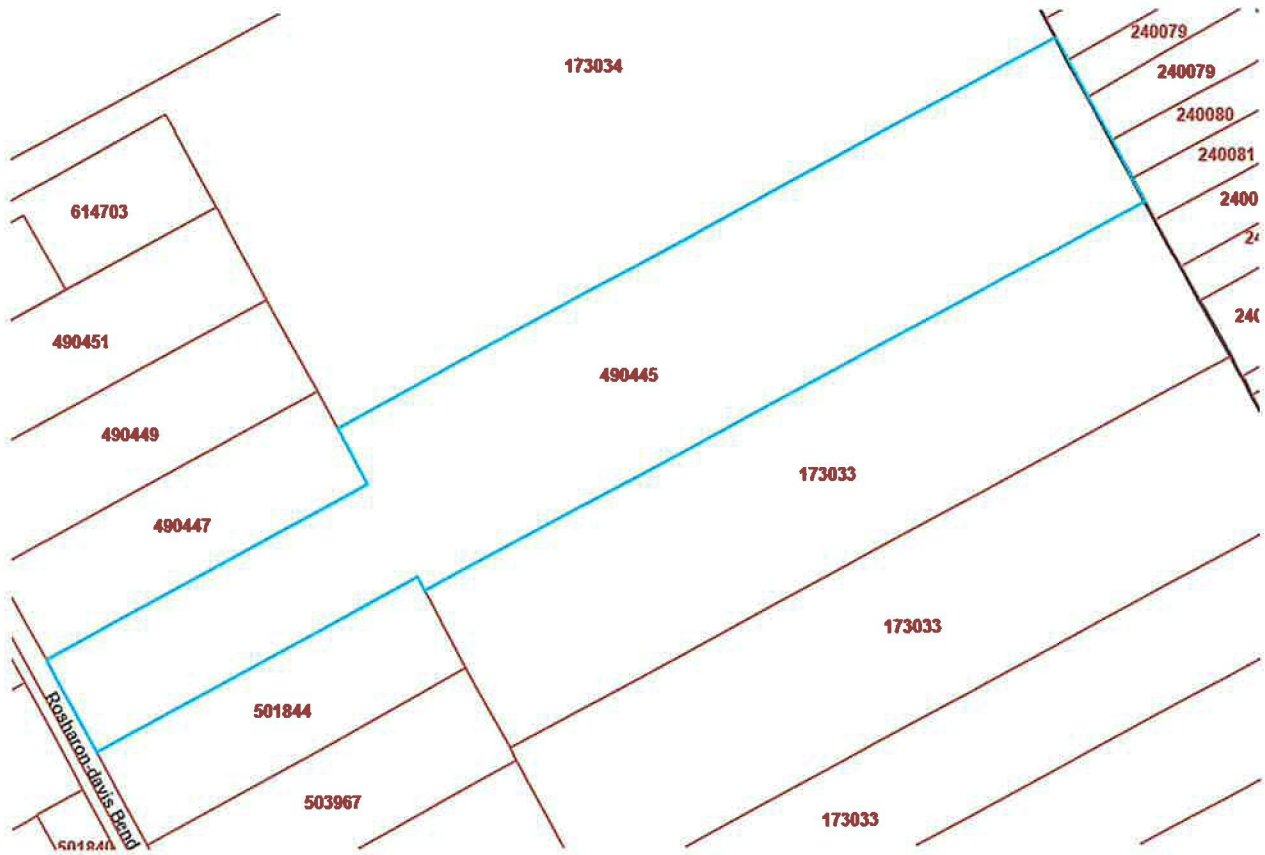
**EXHIBIT A**

**Property Legal Description**

	1 - 1 of 1 items
<p><b>490445</b> <b>Owner Name:</b>GUPTA RAHUL <b>Legal Description:</b>A0432 HOOPER &amp; WADE TRACT B (PT) (CALLED LT 124 PLEASANT BEND NO 2 UNRCD) ACRES 25.1 <b>Geographic ID:</b>0432-0001-124  <b>Property ID:</b>490445 <b>Year:</b>2026 <b>Appraised Value:</b>N/A <b>Address:</b>13651 COUNTY ROAD 184, TX 77584</p>	
	1 - 1 of 1 items

# EXHIBIT B

## Map



**GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

**Effective Date:** April 5<sup>th</sup>, 2022

**Grantor:** Salvador Salinas Estrada, a married man, joined herein pro forma by his wife Margarita Flores Granados

**Grantor's Mailing Address:** 304 Woodvale Leage city Tx 77573

**Grantee:** Rahul Gupta, a married person.

**Grantee's Mailing Address:** P.O. Box 841094, Pearland, Texas 77584

**Consideration:** Cash, other good and valuable consideration, and a promissory note ("Note") of even date executed by Grantee and payable to the order of Capital Farm Credit, ACA, as agent/nominee ("Lender") in the principal amount of THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to Jeffrey C. Norte, trustee.

**Property (including any improvements):**

25.00 ACRES OF LAND, BEING A PART OF LOTS 43, 47, 48, 49, 50, 51, AND 52 OF THE TOLAR SUBDIVISION OF THE HOOPER & WADE SURVEY, SECTION 9, ABSTRACT 432, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 44, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 390.019 ACRE TRACT CONVEYED BY ALVIN 381 JOINT VENTURE TO SALOMON SCHEIN, TRUSTEE, BY DEED RECORDED IN VOLUME 85143, PAGE 350, OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

More commonly known as 13651 Country Road 184, Alvin, Texas 77511.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2022 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

But it is expressly agreed that the vendor's lien, as well as superior title in and to the Property, is retained against the Property in favor of Grantor, its successors, and its assigns until the entire principal balance of the Note and all interest are fully paid according to its terms, when this General Warranty Deed with Vendor's Lien will become absolute. In consideration of the cash payment to Grantor, Grantor assigns, without recourse, the vendor's lien and superior title to Lender, its successors, and its assigns, as security for Grantee's Note to Lender.

By acceptance of this deed, Grantee accepts the Property "AS IS" in its present condition, with any and all defects and without warranty except for those warranties of title set forth herein.

When the context requires, singular nouns and pronouns include the plural.

*[Signature page follows]*

GRANTOR:

\_\_\_\_\_  
Salvador Salinas Estrada

\_\_\_\_\_  
Margarita Flores Granados

STATE OF TEXAS )  
COUNTY OF Fort Bend )

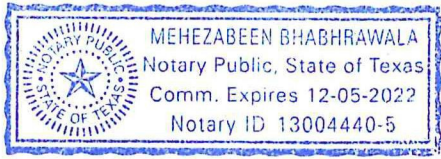
This instrument was acknowledged before me on April 5<sup>th</sup>, 2022, by Salvador Salinas Estrada.



\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF Fort Bend )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2022, by Margarita Flores Granados



\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

PREPARED IN THE OFFICE OF:  
  
Vellani Law  
14090 Southwest Freeway, Suite #150  
Sugar Land, Texas 77478

AFTER RECORDING RETURN TO:  
  
Rahul Gupta  
P.O. Box 841094  
Pearland, Texas 77584

GF# 2207747-VLHF

EXHIBIT "A"

25.00 ACRES OF LAND, BEING A PART OF LOTS 43, 47, 48, 49, 50, 51, AND 52 OF THE TOLAR SUBDIVISION OF THE HOOPER & WADE SURVEY, SECTION 9, ABSTRACT 432, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 44, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 390.019 ACRE TRACT CONVEYED BY ALVIN 381 JOINT VENTURE TO SALOMON SCHEIN, TRUSTEE, BY DEED RECORDED IN VOLUME 85143, PAGE 350, OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Southwest corner of Lot 68, Tolar Subdivision.

THENCE North 27 deg. 02 min. 18 sec. West, at 46.63 feet pass a 3/4 inch iron pipe found at the intersection of the North line of F. M. 1462 with the East line of County Road 184, and continue for a total distance of 3200.0 feet to the PLACE OF BEGINNING, being a 1/2 inch iron rod set for the Southwest corner of the herein described tract and the Northwest corner of Tract 123;

THENCE North 27 deg. 02 min. 18 sec. West, along the East line of County Road 184, a distance of 250.0 feet to a 1/2 inch iron rod set for the Northwest corner of the herein described tract and the Southwest corner of Tract 125;

THENCE North 62 deg. 57 min. 42 sec. East, along the South line of Tract 125, a distance of 871.20 feet to a 1/2 inch iron rod set at the Southeast corner of Tract 125;

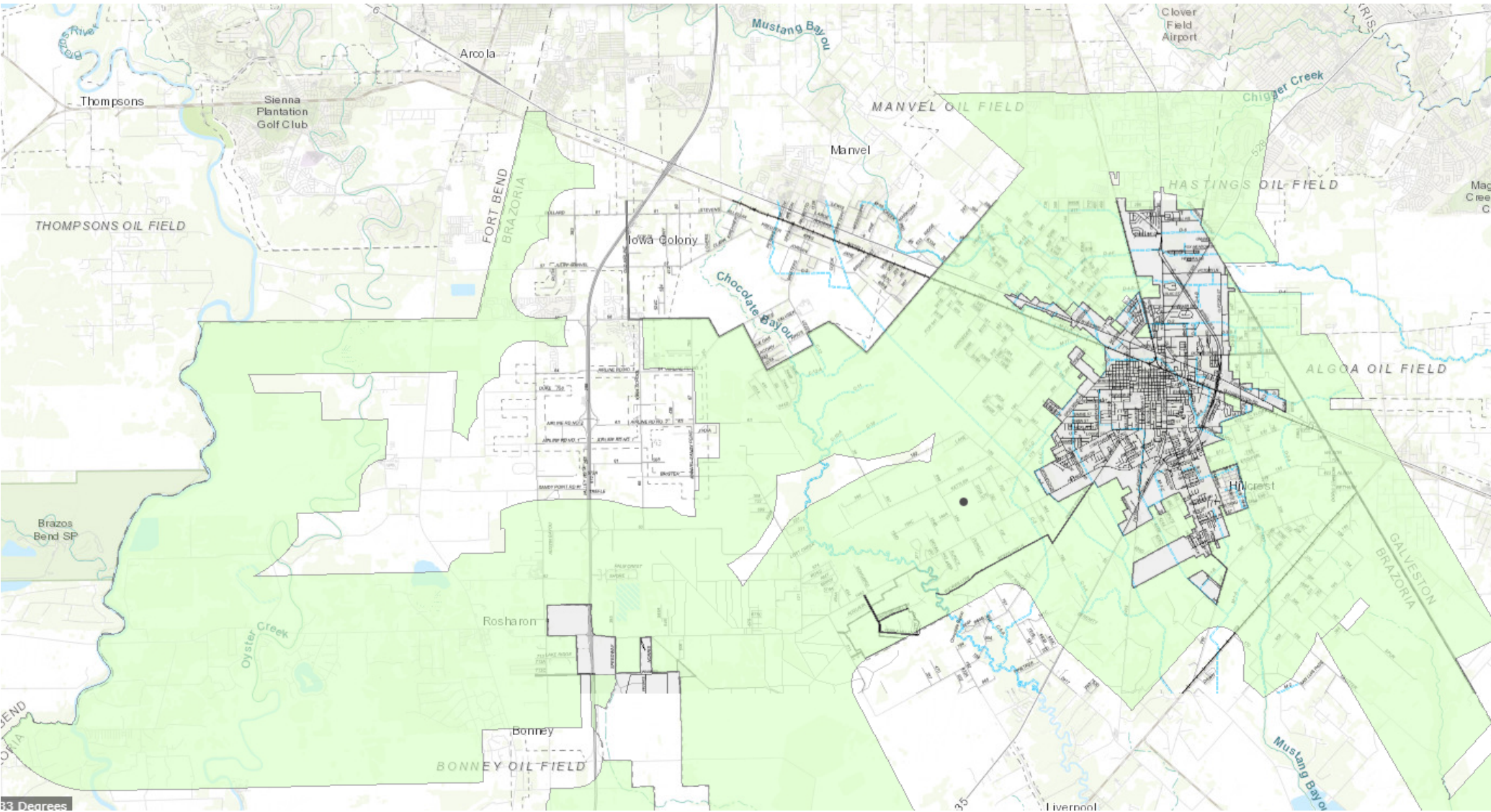
THENCE North 27 deg. 02 min. 18 sec. West, along the East line of Tract 125, a distance of 148.07 feet to a 1/2 inch iron rod set at the Southwest corner of Tract 129;

THENCE North 62 deg. 57 min. 42 sec. East, along the South line of Tract 129, a distance of 2012.76 feet to a 1/2 inch iron rod set at the Southeast corner of Tract 129;

THENCE South 27 deg. 02 min. 58 sec. East, along the West line of Pleasant Bend, Section 1, a distance of 432.83 feet to a 1/2 inch iron rod set for corner; THENCE South 62 deg. 57 min. 42 sec. West a distance of 2012.84 feet to a 1/2 inch iron rod set in the East line of Tract 123;

THENCE North 27 deg. 02 min. 18 sec. West, along the East line of Tract 123, a distance of 34.76 feet to a 1/2 inch iron rod set for the Northeast corner of Tract 123;

THENCE South 62 deg. 57 min. 42 sec. West, along the North line of Tract 123, a distance of 871.20 feet to the PLACE OF BEGINNING and containing 25.00 acres of land.





# AGENDA COMMENTARY

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**Meeting Date:** 3/19/2026

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider Ordinance 26-B; releasing approximately 4 acres of land from the Extraterritorial Jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

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**Type of Item:** Ordinance

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**Summary:** On or about February 26, 2026, the City received a Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Alvin from Travis William Leigh and Kimberly Husky Leigh, the owners of approximately 4 acres of land located at 15505 Vacek Street, Santa Fe, Texas, in unincorporated Brazoria County.

The petition was submitted pursuant to Texas Local Government Code Chapter 42, Subchapter D (§42.102–§42.105), which authorizes a resident or landowner of property located within a municipality’s extraterritorial jurisdiction to petition the municipality for release of the property from the ETJ.

The property is identified by the Brazoria County Appraisal District as Property ID No. 714251 and is generally described as A0047 ASA BRIGHAM BLOCK 13 TRACT 7A, consisting of approximately 4 acres. The property is currently located within the City of Alvin’s extraterritorial jurisdiction and is not located within the corporate limits or extraterritorial jurisdiction of another municipality.

The petition includes documentation demonstrating ownership of the property, a boundary description of the property, and a map identifying the area requested to be released.

The property owners closed on the property in September 2025 and have indicated their desire to move forward with improvements to the property. Release from the City’s ETJ would allow the owners to pursue permitting and development through Brazoria County.

Under Section 42.105 of the Texas Local Government Code, if a petition satisfies the statutory requirements, the municipality must release the property from its extraterritorial jurisdiction. The governing body must take action on the petition by the later of:

- the 45th day after the date the municipality receives the petition; or
- the next meeting of the governing body occurring after the 30th day following receipt of the petition.

If the city doesn't release the property within the statutory timeframe, the area is released by operation of state law. Based on the date the petition was received, the statutory deadline for release, in this case is April 16, 2026.

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A staff attorney with Olson and Olson has reviewed this item for legal compliance.

The Leighs plan to build a home on the property.

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<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>Funding Account:</b> _____	<b>Amount:</b> _____	<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	<b>Date Completed:</b> _____	
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____	

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**Supporting documents attached:**

1. Ord. 26-B; ETJ Release 15505 Vacek St; Leigh
  2. Exhibit A; ETJ Release Petition; 15505 Vacek St; Leigh
  3. ETJ Overall Map; 15505 Vacek
- 

**Recommendation:** Move to approve Ordinance 26-B, releasing approximately 4 acres of land from the Extraterritorial Jurisdiction of the City; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

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Reviewed by Department Head, if applicable: \_\_

Reviewed by Chief Financial Officer, if applicable: \_\_

Reviewed by City Attorney, if applicable: \_\_

Reviewed by City Manager, if applicable:

**ORDINANCE NO. 26-B**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 4 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Section 42.102 of the Texas Local Government Code authorizes a resident or landowner of an area in the extraterritorial jurisdiction (“ETJ”) of a municipality to file petition with the municipality to be released from the ETJ of the municipality; and

**WHEREAS**, on or about February 26, 2026, the City received a Petition for Release from Travis William Leigh and Kimberly Husky Leigh, the owners of approximately 4 acres of land located at 15505 Vacek Street, Santa Fe, Texas identified by the Brazoria County Appraisal District as Property ID No. 714251, located entirely within the City of Alvin’s ETJ, in Brazoria County, Texas; and

**WHEREAS**, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 4 acres of land in the City’s ETJ, as described in Exhibit A and reflected on Exhibit B, both attached hereto and incorporated herein for all purposes; and

**WHEREAS**, Section 42.105 provides upon a proper petition, the City shall immediately release the area from its ETJ and shall take action before either the 45<sup>th</sup> day after receiving the petition, or the next meeting that occurs after the 30<sup>th</sup> day after receiving the petition, whichever is later.

**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. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

**Section 2.** Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 4 acres of land as described in Exhibit A and reflected in Exhibit B from its extraterritorial jurisdiction.

**Section 3.** This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin’s ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

**Section 4.** The official map and boundaries of the City of Alvin are hereby amended and revised so as to release solely the portion of its ETJ that is described in Exhibit A and reflected on Exhibit B.

**Section 5.** Severability. Should any section or part of this Ordinance 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 Ordinance are declared to be severable.

**Section 6.** 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 this 19<sup>th</sup> day of March 2025.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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

**PETITION TO BE RELEASED FROM THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF ALVIN, TEXAS**

**BCAD Property ID # 714251**

COMES NOW, Travis William and Kimberly Husky Leigh (the "Petitioners"), the owner or owners of the majority in value of an area consisting of one or more parcels in the extraterritorial jurisdiction of the City of Alvin, Texas, and files this Petition, in accordance with the authority of Subchapter D of Chapter 42 of the Texas Local Government Code, to be **RELEASED** from the extraterritorial jurisdiction of the City of Alvin, Texas.

This Petition is signed below by a majority in value of the holders of title of land in the area described in the attached **Exhibit A**, as indicated by the tax rolls of the Brazoria County Appraisal District, and an online record of such, from the Brazoria County Appraisal District website, is attached hereto as **Exhibit B**.

Petitioner hereby certifies that this release from extraterritorial jurisdiction is authorized under Subchapter D of Chapter 42 of the Texas Local Government Code because the area to be released is **NOT**:

- (1) Within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted;
- (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
  - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 202; *and*
  - (B) that has a population greater than 240,000;
- (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
  - (A) within 15 miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; and

- (B) in a county with a population of more than two million;
- (4) in an area designated as an industrial district under Texas Local Government Code Section 42.044; or
- (5) in an area subject to a strategic partnership agreement entered into under Texas Local Government Code Section 43.0751.

In accordance with Section 42.105 of the Texas Local Government Code, Petitioner hereby requests that the City Secretary of the City of Alvin, Texas, promptly verify this Petition, or that such other person responsible for verifying signatures at the City of Alvin, Texas, promptly verify this Petition, and that the City of Alvin promptly take such action and provide such notification required to release the area described in the attached **Exhibit A** from its' extraterritorial jurisdiction.

Further Petitioner sayeth naught.

**SIGNATURE OF PETITIONERS**


PRINTED NAME: Travis William Leigh

DATE OF BIRTH: 12/29/1979

PRINTED NAME: Kimberly Husky Leigh

DATE OF BIRTH: 10/14/1981

RESIDENCE ADDRESS: 15505 Vacek Street  
Santa Fe, TX 77517

DATE OF SIGNING: February 26, 2026

**EXHIBIT A**

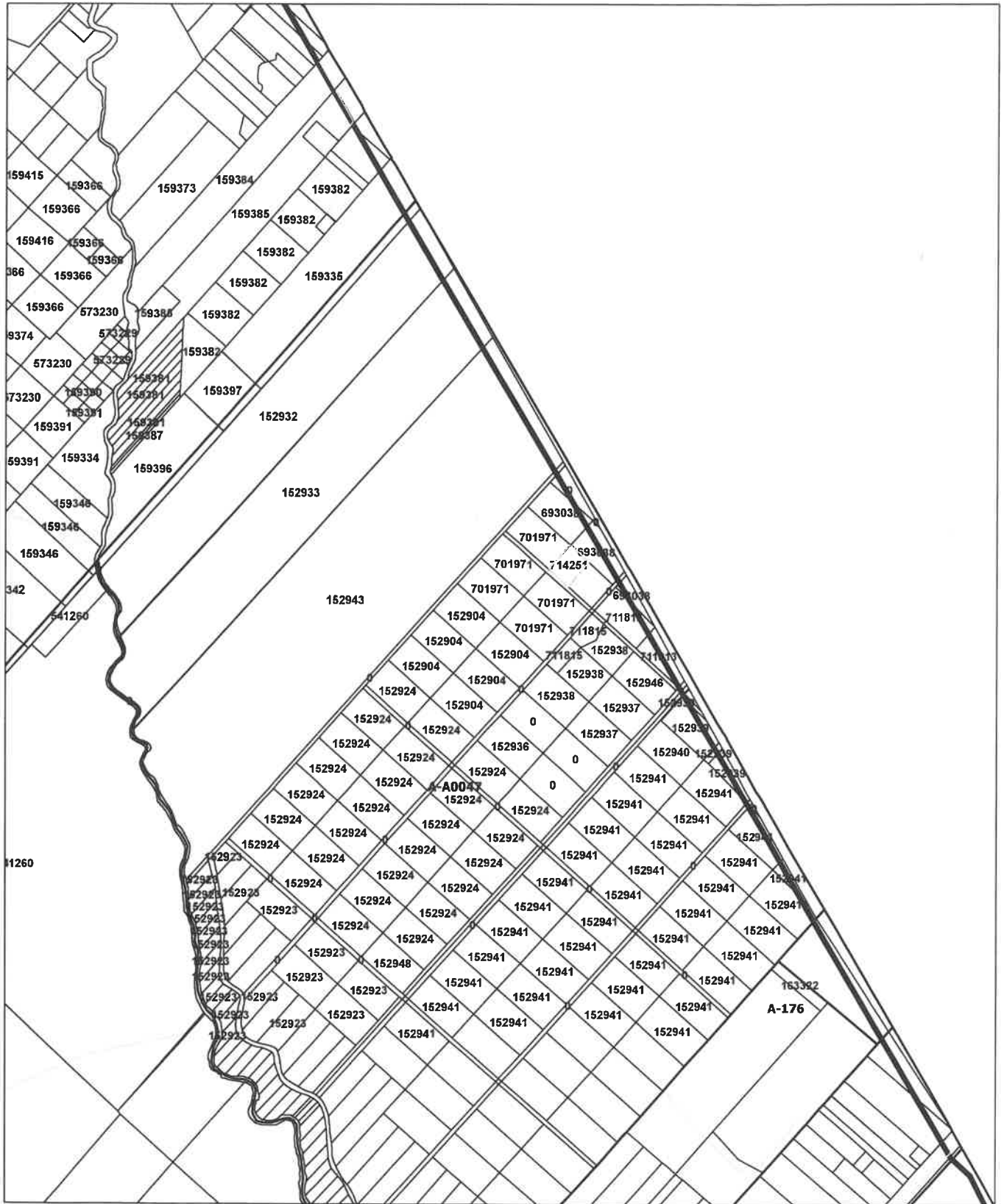
**This Petition to be released from the extraterritorial jurisdiction of the City of Alvin, Texas is for the area described below:**

Situs Address:	15505 Vacek Street, Santa Fe, TX 77517
Mapco:	SAL.SE
Legal Description:	A0047 ASA BRIGHAM BLOCK 13 TRACT 7A ACRES
Abstract/Subdivision:	3.9999 A0047 -ASABRIGHAM
BCAD Property ID:	714251
BCAD Geographic ID:	0047-0002-006
Owner:	Travis and Kimberly Leigh
Mailing Address:	PO BOX 106 SANTA FE, TX 77510-0106
Percentage Ownership:	100%






**EXHIBIT B**

**Online records from the Brazoria County Appraisal District relating to the property that is petitioned to be released from the extraterritorial jurisdiction of the City of Alvin, Texas -Brazoria County Appraisal District Property ID 714251 and which displays a map of said property.**

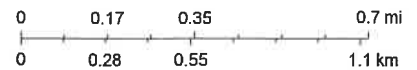
# Brazoria CAD Web Map



2/26/2026, 9:32:18 AM

-  Abstracts
-  Parcels
-  Streets
-  Brazoria County Boundary
-  Texas County Boundaries

1:18,056



# Brazoria CAD Property Search

## Property Details

<b>Account</b>		
<b>Property ID:</b>	714251	<b>Geographic ID:</b> 0047-0002-006
<b>Type:</b>	R	<b>Zoning:</b> 2/15/24 CED
<b>Property Use:</b>		
<b>Location</b>		
<b>Situs Address:</b>	15505 VACEK ST TX	
<b>Map ID:</b>		<b>Mapsco:</b>
<b>Legal Description:</b>	A0047 ASA BRIGHAM BLOCK 13 TRACT 7A ACRES 3.9999	
<b>Abstract/Subdivision:</b>	A0047	
<b>Neighborhood:</b>	(SAL.SE) SAL-SOUTHEAST	
<b>Owner</b>		
<b>Owner ID:</b>	1251465	
<b>Name:</b>	LEIGH TRAVIS WILLIAM & KIMBERLY HUSKY	
<b>Agent:</b>		
<b>Mailing Address:</b>	PO BOX 106 SANTA FE, TX 77510-0106	
<b>% Ownership:</b>	100.0%	
<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.	

## Property Values

<b>Improvement Homesite Value:</b>	N/A (+)
<b>Improvement Non-Homesite Value:</b>	N/A (+)
<b>Land Homesite Value:</b>	N/A (+)
<b>Land Non-Homesite Value:</b>	N/A (+)
<b>Agricultural Market Valuation:</b>	N/A (+)
<b>Market Value:</b>	N/A (=)
<b>Agricultural Value Loss:</b> ⓘ	N/A (-)
<b>HS Cap Loss:</b> ⓘ	N/A (-)
<b>Circuit Breaker:</b> ⓘ	
<b>Appraised Value:</b> ⓘ	

[Privacy - Terms](#)

**Ag Use Value:**

N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

**Owner:** LEIGH TRAVIS WILLIAM & KIMBERLY HUSKY **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A	N/A
DR3	BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN)	N/A	N/A	N/A	N/A	N/A
EM3	BRAZORIA COUNTY EMERGENCY DISTRICT #3	N/A	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A	N/A
JAL	ALVIN COLLEGE	N/A	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A	N/A
SAL	ALVIN INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A	N/A

**Total Tax Rate:** N/A

**Estimated Taxes With Exemptions:** N/A

**Estimated Taxes Without Exemptions:** N/A

### Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A4	IMPROVED PASTURE	4.00	174,235.64	0.00	0.00	N/A	N/A

## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2026	N/A	N/A	N/A	N/A	N/A
2025	\$0	\$12,800	\$380	\$0	\$380
2024	\$0	\$12,800	\$380	\$0	\$380

## Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
9/16/2025	DV	DEED RETAINING VENDORS LIEN	TEMPLE TAYLOR & LINDSEY STANZEL	LEIGH TRAVIS WILLIAM & KIMBERLY HUSKY	2025	045144	
10/13/2023	WD	WARRANTY DEED	WILBURN DILLION & BRIANNE R	TEMPLE TAYLOR & LINDSEY STANZEL	2023	046372	



LAND TITLE SURVEY

0' 50' 100' 200'

SCALE 1"=100'

ASA BRIGHAM  
SURVEY  
ABSTRACT 47,  
BRAZORIA CO.,  
ABSTRACT 5,  
GALVESTON CO.

LOT 1

LOT 6

LOT 5

40' PLATTED ROAD

FIN 1/2" LR.  
W/CAP MARKED  
"SURVEY 1"

N 41°30'00" E 466.60'

(B)  
FIN 1/2" LR.  
W/CAP MARKED  
"ADMS"

FIN 1/2" LR.  
W/CAP MARKED  
"SURVEY 1"

3.9099 ACRES  
(174,238 SQ.FT.)

S 40°30'00" E 373.42'

21'x60'  
1 STORY  
METAL

SET 1/2" LR.  
W/CAP MARKED  
"SURVEY 1"

S 41°30'00" W 466.60'

P.O.B.  
TRACT 2  
SET 1/2" LR.  
W/CAP MARKED  
"SURVEY 1"

LOT 8

THOMAS BENEVCNU &  
SHARON BENEVCNU  
C.F. NO. 2021047156  
O.R.B.C.

REMAINDER OF  
DILLON RAY WILBURN &  
BRIANNE RENEE WILBURN  
C.F. NO. 2023032773  
O.P.R.G.C.

LOT 1

LOT 6

LOT 5

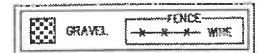
40' PLATTED ROAD

P.O.C.  
TRACT 1  
E CORNER OF  
LOT 7, BLOCK 13

FIN 1/2" LR.  
W/CAP MARKED  
"SURVEY 1"

VACEK ROAD  
(PLATTED AS TIDEWATER ROAD)  
(40' R.O.W.)

LEGEND



NOTES

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE PRIOR DEED TO DILLON RAY WILBURN AND BRIANNE RENEE WILBURN, RECORDED IN C.F. NO. 2023032773 OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY SHOWN HEREON, SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED SUBJECT PROPERTY.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY SHOWN HEREON FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTRUMENTS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON JULY 28, 2025, UNDER O.F. NO. 0425107828.
7. PIPELINE RIGHT-OF-WAY EASEMENTS AS SET FORTH IN VOL. 370, PG. 349 (GENERAL IN NATURE/NOT LOCATABLE BY DOCUMENT).
8. PIPELINE RIGHT-OF-WAY EASEMENTS AS SET FORTH IN VOL. 1097, PG. 58; VOL. 1070, PG. 834 D.R.B.C. AND VOL. 2571, PG. 563 D.R.G.C. AND C.F. NO.(S) 1997032829, 1997032830, 1997032831, 1997032832, 1997032833, 2001047478, 2001047479, 2001047480, 2001047481, 2001047502, 2001047485 AND 2001047486 D.R.B.C. (DOES NOT APPLY TO SUBJECT PROPERTY).
9. RIGHT-OF-WAY AGREEMENTS AS SET FORTH IN VOL. 193, PG. 805 D.R.B.C. (GENERAL IN NATURE/NOT LOCATABLE BY DOCUMENT).
10. RIGHT-OF-WAY AGREEMENT AS SET FORTH IN VOL. 1383, PG. 225; VOL. 1435, PG. 172 D.R.G.C. (DOES NOT APPLY TO SUBJECT PROPERTY).
11. EASEMENT AS SET FORTH IN VOL. 74, PG. 840 AND VOL. 74, PG. 842 D.R.B.C. (DOES NOT APPLY TO SUBJECT PROPERTY).
12. ELECTRIC EASEMENT AS SET FORTH IN C.F. NO. 2022064626, O.P.R.G.C. (DOES NOT APPLY TO SUBJECT PROPERTY).
13. EASEMENTS AS SET FORTH IN C.F. NO.(S) 8456120 AND 8456121 O.P.R.G.C. (GENERAL IN NATURE/NOT LOCATABLE BY DOCUMENT).
14. ROAD EASEMENT AS SET FORTH IN VOL. 2823, PG. 226 D.R.B.C. (DOES NOT APPLY TO SUBJECT PROPERTY).
15. H.L.M. CO. EASEMENT AS SET FORTH IN VOL. 2886, PG. 681 D.R.G.C. (DOES NOT APPLY TO SUBJECT PROPERTY).

LEGAL DESCRIPTION: TRACT 2: A TRACT OF LAND CONTAINING 3.9099 ACRES (174,238 SQUARE FEET) SITUATED IN THE ASA BRIGHAM SURVEY, ABSTRACT 47, BRAZORIA COUNTY, TEXAS AND ABSTRACT 5, GALVESTON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

CLIENT: TRAVIS LEIGH & KIMBERLY LEIGH

ADDRESS: VACEK ROAD



SURVEYORS CERTIFICATE  
BY MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE  
FACTS FOUND ON THE GROUND DURING THE COURSE OF A LAND  
TITLE SURVEY CONDUCTED UNDER MY SUPERVISION ON  
SEPTEMBER 18, 2023 AND THAT THIS SURVEY SUBSTANTIALLY  
COMPLIES WITH THE CURRENT REQUIREMENTS OF PROFESSIONAL  
SURVEYORS MANUAL OF PRACTICE AND STANDARDS FOR A  
CATEGORY 1A, CONDITION B SURVEY AND THAT THERE ARE NO  
ENCUMBRANCES OR INTERESTS EXCEPT AS SHOWN.

RICHARD F. RUSSELL  
No. 4148

Survey 1, Inc.  
Your Land Survey Company

TITLE COMPANY:  
**SOUTH LAND**  
TITLE

408-744-0727

G.F. # GY23197928 ISSUE DATE JULY 28, 2025

www.survey1inc.com  
survey1@survey1inc.com  
Firm Registration No. 120758-00  
P.O. Box 2543 | Ave. TX 77512  
(281)343-1362 | Fax:(281)393-1363

FIELD CREW:	TECH:	DATE:
WT	SF	AUG. 5, 2025
DRAFTER:	FINAL CHECK:	JOB#
MH	EF	7-154814-25

Recorded By Southland Title  
GF# CU2510792801

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS :  
 : KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GALVESTON :

That, **TAYLOR TEMPLE** and **LINDSEY STANZEL**, of the County of Coaldeston, State of Texas, ("Grantor") for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that one certain promissory note of even date herewith in the principal sum of **FOUR HUNDRED SIX THOUSAND FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$406,420.00)**, being payable to **CLICK N' CLOSE, INC.** (the "Lender"), as therein provided and bearing interest at the rate therein specified, and providing for acceleration of maturity in the event of default, and for attorney's fees; the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **JEFFREY E. BODE, Trustee(s)**, Grantor has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto **TRAVIS WILLIAM LEIGH AND KIMBERLY HUSKY LEIGH, HUSBAND AND WIFE**, ("Grantee") of PO Box 106 Santa Fe, TX 77510, all of the following described real property in Galveston County, Texas, to-wit:

**Being a tract of land containing 3.9999 acres (174,238 square feet), being a portion of Lot 7, in Block 13, of Highland Farms Subdivision, according to the map or plat thereof recorded in Volume 1, Page 89, Plat Records of Brazoria County, Texas, and Volume 238, Page 7, Map Records of Galveston County, Texas, being part of a tract conveyed unto Dillon Ray Wilburn and Brianne Renee Wilburn by deed recorded under Clerk's**

**File No. 2023032773 of the Official Public Records of Galveston County, Texas. Said 3.9999 acre tract being more particularly described by metes and bounds as follows:**

**COMMENCING at a found 1/2-inch iron rod with cap marked "SURVEY 1" in the east corner of said Lot 7, Block 13 in the centerline of platted road (40 feet wide);**

**THENCE North 48°30'00" West, a distance of 502.18 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the POINT OF BEGINNING, and the east corner of the said tract herein described;**

**THENCE South 41°30'00" West, a distance of 466.60 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the south corner of the said tract herein described;**

**THENCE North 48°30'00" West, a distance of 373.42 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the west corner of the said tract herein described;**

**THENCE North 41°30'00" East, a distance of 466.60 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the north corner of said Lot 7, Block 13, same being the north corner of the said tract herein described;**

**THENCE South 48°30'00" East, a distance of 373.42 feet to the POINT OF BEGINNING and containing 3.9999 acres (174,238 square feet), more or less.**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Galveston County, Texas, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The said vendor's lien herein retained is hereby transferred, assigned, sold and conveyed to Lender, Lender's heirs, successors and assigns, the payee named in said note.

*[Signature/Notary Page Follows]*

*[Signature/Notary Page to Warranty Deed With Vendor's Lien]*

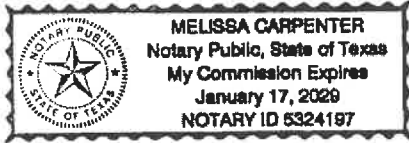
EXECUTED this 10<sup>th</sup> day of September, 2025.

Taylor Temple  
TAYLOR TEMPLE

Lindsey Stanzel  
LINDSEY STANZEL

THE STATE OF TX :  
COUNTY OF Galveston :

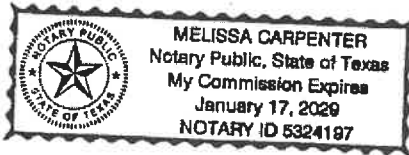
This instrument was acknowledged before me on the 10<sup>th</sup> day of Sept, 2025, by TAYLOR TEMPLE.



[Signature]  
NOTARY PUBLIC, State of

THE STATE OF TX :  
COUNTY OF Galveston :

This instrument was acknowledged before me on the 10<sup>th</sup> day of Sept, 2025, by LINDSEY STANZEL.



[Signature]  
NOTARY PUBLIC, State of

AFTER RECORDING  
RETURN TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SLT-TEMPLE-GF#GV25107928-WDVL-gc

## FILED and RECORDED

Instrument Number: 2025045144

Filing and Recording Date: 09/18/2025 03:49:48 PM Pages: 5 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

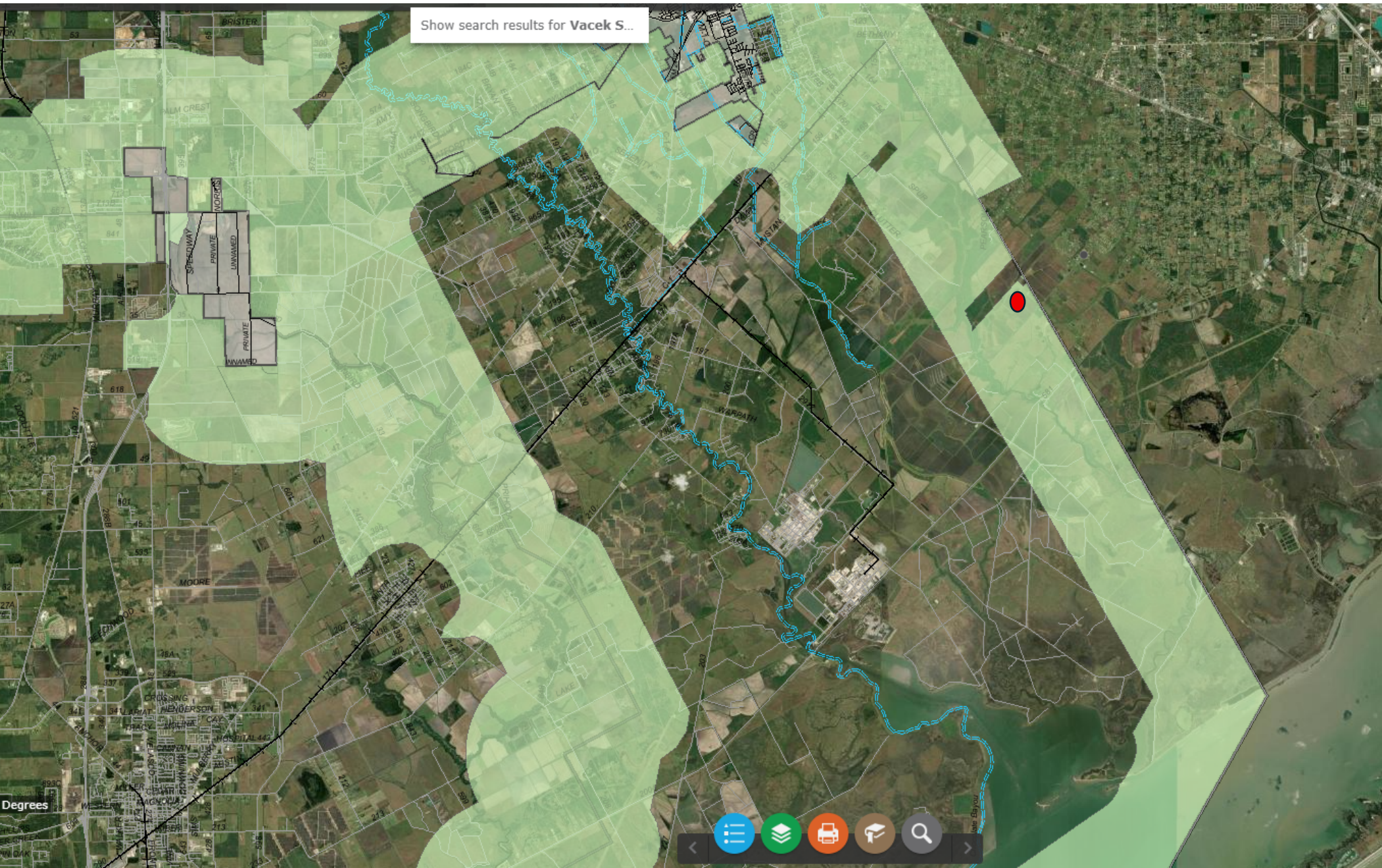
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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-lissete



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Degrees

