

City of Alvin, Texas

Paul Horn, Mayor

Glenn Starkey, Mayor Pro-tem, District D
Brad Richards, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Adam Arendell, District B
Keith Thompson, District C
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, OCTOBER 3, 2019

7:00 P.M.

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, OCTOBER 3, 2019**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Alvin High School Marine Corps Junior ROTC Proclamation.
- B. Recognition of Fire Chief, Rex Klesel for receiving the 2019 Gulf Coast Tri-Rivers District Firefighter of the Year Award.

4. PUBLIC COMMENT

5. PUBLIC HEARING

- A. First of two required public hearings for the proposed voluntary annexation of a 3.97 acre tract of land situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOGAlvintx10252018, LLC, as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-of-way) adjoining said 3.36 acre tract.

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

- A. Consider approval of the September 19, 2019 City Council Regular meeting minutes.

7. OTHER BUSINESS

- A. Consider the purchase of approximately 0.5 acre tract of real property (South St.-Bayou Bend (Alvin) Block 1, Lot 2, Brazoria County) adjacent to the property where the new Fire EMS

Station to be built at the corner of E. South Street and Bellaire Blvd. in Alvin, Texas, in an amount not to exceed \$65,000; and authorize the Mayor to sign all related documents.

- B. Consider Resolution 19-R-37, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.
- C. Consider Resolution 19-R-38, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2020.
- D. Consider Resolution 19-R-39, nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

8. REPORTS FROM CITY MANAGER

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

9. ITEMS OF COMMUNITY INTEREST

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

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

10. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- 1. City Attorney Evaluation.

11. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item(s) if necessary.

12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY September 30, 2019 at 4:30 P.M.



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

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
August 20, 2019**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Jake Starkey, Chair; Nicole Kelinske, Secretary; Richard Garivey; Santos Garza; Chris Hartman and Carrie Parker. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Ashley Davis, Charles Buckelew and Randy Reed were absent.

Call To Order

Call to order at 6:03 p.m.

Petition and Requests from the Public

There were no petitions or requests from the public.

Approve the Minutes of the Planning Commission meeting of July 16, 2019.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of July 16, 2019. Seconded by Chris Hartman, the motion carried on a vote of 6 ayes and 0 nays.

Consider a final plat of Hinson Acres, being 5.02 acres of land, known as the easterly 38.05 feet of lot 10 and the adjoining westerly 220.48 feet of lot 9, of the N. Chatfield Subdivision, an addition in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 39, of the plat records of Brazoria County, Texas and being a part of the F. Moore League, Abstract 100 less and except the southerly 20 feet thereof, City of Alvin, County of Brazoria, State of Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Parker, the motion carried on a vote of 6 ayes, 0 nays.

Discuss and consider the Alvin Development Proposal Guidelines.

Larry Buehler presented the Development Proposal Guidelines to Planning Commission. The members discussed the Alvin Development Proposal Guidelines. Chris Hartman recommended to add drainage plans including floodplain delineation in the guidelines. Jake Starkey mentioned he does not want this to delay the approval process. Nicole Kelinske mentioned the Guidelines would give the Planning Commission a time to give feedback. Member Kelinske motioned to recommend for approval to City Council. Seconded by Member Parker, the motion carried on a vote of 5 ayes, 0 nays.

Santos Garza left the meeting at 6:25 p.m. before the vote.

Discuss possible changes to Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, Article V, Recreational Vehicle Resorts and Parks, in

the City of Alvin Code of Ordinances. Michelle Segovia asked the Planning Commission to read through the Ordinance and the item will be on the agenda next meeting to discuss. Some of the topics discussed were the distance requirement from single-family residential and RV Resort maintenance.

Discuss possible changes to Chapter 21, Subdivision and Property Development Process, in the Alvin Code of Ordinances. Michelle Segovia asked the Planning Commission to read through the Ordinance and the item will be on the agenda next meeting to discuss. Michelle Segovia stated most of the subdivisions recently developed have been developed under the Planned Unit Development section of the Subdivision Ordinance which includes the following requirements: reduced setbacks, required green space, must be a minimum of 10 acres, and amenities.

Items of Community Interest.

Richard Garivey asked who he needs to speak to in order to get permission to beautify Lions Park. Michelle Segovia said to contact Dan Kelinske regarding the matter. Jake Starkey stated he appreciates the joint workshop with City Council and he appreciates all the hard work staff is putting into the guidelines. Jake Starkey also mentioned the Alvin State of the City is October 8th at the KC Hall.

Staff report and update.

There were no staff report or update.

Items for the next meeting.

Michelle Segovia stated the Planning Commission may see a final plat for Kendall Lakes Section 10 and Mustang Ridge Section 1 at the meeting next month.

Adjournment.

Commission Member Parker motioned to adjourn the meeting, seconded by Member Garivey. The motion carried on a vote of 5 ayes. The meeting ended at 7:09 p.m.



AGENDA COMMENTARY

Meeting Date: 10/3/2019

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: First of two required public hearings for the proposed voluntary annexation of a 3.97 acre tract of land situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOALvintx10252018, LLC, as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-of-way) adjoining said 3.36 acre tract.

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

Summary: Jacob Stauffer, the Manager of DGOALvintx10252018, LLC., is petitioning the City to annex approximately 3.97 acres of land, for the purpose of developing the tract by constructing a Dollar General Store. A final plat of the property, entitled Lenamon Grove Addition, was approved by City Council on March 7, 2019.

Resolution 19-R-35 adopted by City Council on September 5th set two public hearings for October 3, 2019, and October 17, 2019. This is the first of the two required public hearings.

A *Notice of Public Hearing* advertisement ran in the Alvin Sun on September 15th and September 22nd, and also placed on the City's [website](#).

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/26/2019 SLH

Supporting documents attached:

Recommendation: N/A

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
AND EXECUTIVE SESSION
THURSDAY SEPTEMBER 19, 2019
7:00 P.M.**

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager; Grace Cruzen, Deputy City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Castro gave the invocation.

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

PRESENTATIONS

Alvin High School Marine Corp JROTC Proclamation.

The presentation was rescheduled to the October 3rd City Council meeting.

Recognition of Fire Chief, Rex Klesel for receiving the 2019 Gulf Coast Tri-Rivers District Firefighter of the Year Award.

The presentation was rescheduled to the October 3rd City Council meeting.

PUBLIC COMMENT

Helen Blankenburg addressed the Council regarding the drainage on Stadium Drive.

CONSENT AGENDA

Consider approval of the September 5, 2019 City Council Workshop minutes.

Consider approval of the September 5, 2019 City Council Regular meeting minutes.

Consider an annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$188,989.51 for the City of Alvin's windstorm and hail coverage for Fiscal Year 2019-2020; and authorize the City Manager to sign the Proposal Acceptance Form.

Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e., hurricane and hail damage. The City's general property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP]) does not provide any windstorm and hail coverage for the City of Alvin. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current (annual) windstorm policy with VOSCO expires October 1, 2019.

VOSCO canvassed the open marketplace and approached 11 different carriers on behalf of the City of Alvin. Each carrier modeled and reviewed multiple layers (i.e., primary, buffers, and excess), as well as various terms (deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. Of the 11 carriers that were approached, 6 declined to submit a proposal, 1 carrier only offered excess coverage, 2 offered higher premiums, and 2 offered outrageous deductibles. VOSCO did not approach Texas Windstorm Insurance Association (TWIA) for FY20 because the

City has approximately \$16 million in scheduled value that would not qualify for coverage under TWIA. Last fiscal year's TWIA's annual premium for the limited coverage was around \$160,000 and for FY20 it was expected to increase by 3%.

For FY19, the City's annual premium is \$163,128. This includes the purchase of a buydown in the amount of \$2,698.51 to lower the deductible from \$25,000 to \$10,000 for wind & hail coverage. In addition, the City currently has a \$165,000 deductible (per occurrence) for wind-driven precipitation.

For FY20, the best quote is from AmRisc for a premium of \$179,392.31 which includes a deductible of 1% per location/\$25,000 per occurrence minimum for named storms and a \$25,000 deductible per item for unnamed storms. In addition, there is \$165,000 for optional Wind Driven Precipitation coverage at a premium of \$9,597.00. The 1% per location/per occurrence and \$25,000 minimum deductible is a significant change in the policy. The difference for FY20 now means that for an unnamed event, such as a tornado, **each** asset has a \$25,000 deductible. For a named storm, the total assets affected are grouped together for a minimum deductible of \$25,000, and then increases by 1% of any additional assets.

Staff has calculated that if **all** of the City's 74 insured assets valued at \$33.96 million were completely destroyed by a single tornado (unnamed event), the City's deductible would be approximately \$1.66 million. If the event was a named storm (hurricane winds) and all insured assets were destroyed, the total deductible would start at the \$25,000 minimum and then grow based at 1% of the value, totaling up to \$338,000.

However, the Underwriters at Lloyds is offering a buydown of the deductible (i.e. a reduced deductible) for unnamed events from \$25,000 to \$10,000 for a premium of \$32,634. If the City were to pay for this deductible reduction, the total deductible would be \$206,000. So, for \$32,634, the difference in the deductibles is \$93,000. The chances of **all** City assets being completely destroyed during an unnamed wind/hail storm (i.e. tornado, strong gust, etc.) is not likely.

Lastly, the wind/hail policy is not a "cash payout" policy. Instead, the assets are valued at replacement cost and would only be rebuilt or replaced back to the current replacement value (not the original purchase value). Cash would not be paid to the city. For example, if the City has a building with a current replacement value of \$200,000, and it was destroyed by a tornado (unnamed event), it would be rebuilt by funding \$175,000 through the insurance policy and the City would have to pay the deductible of \$25,000. Alternatively, if the City purchased the buyback, the insurance policy would cover \$190,000 and the City would pay the deductible of \$10,000.

Recommendation:

City staff understands that insuring all assets at the best price is of utmost prudence. There is a known that an unnamed event (i.e. tornado) will have a higher deductible. The questions are at what point would the risk that all or a majority of insurable assets will be destroyed at one time by a named wind/hail event exceed the added cost to lower the deductible? The safety net is that all of the insurable assets will be covered for wind/hail coverage, under either option. It seems now that named events are more likely to occur than an unnamed event. Therefore, the recommendation by staff is to not purchase the deductible buyback for \$32,634 as the cost to lower the cost of the buyback deductible for unnamed wind/hail coverage does not exceed the risk of actually needing the lower deductible.

Therefore, we recommend Option 2, using AmRisc, **without** the buyback deductible of \$32,634, **with** the Wind Driven Precipitation optional coverage of \$9,597, for a total cost of \$188,989.51. This amount also is in line with the City's FY20 budget. AmRisc currently writes or has recently written coverage for several entities in Texas, including but not limited to: Dickinson, Manvel, Sweeny, Pearland, Bay City, Friendswood, Kemah, Lake Jackson, Oyster Creek, Richwood, and Brazoria.

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

OTHER BUSINESS

Consider resignation from City of Alvin Associate Municipal Court Judge, Mike Merkel, effective September 19, 2019.

Judge Merkel has served the Municipal Court of the City of Alvin since 2013 and has been volunteering his time handling the City's jail magistrations. He has been an integral part of the Municipal Court team, and his service will be missed.

Council member Castro moved to accept the resignation of Associate Municipal Court Judge Mike Merkel, effective September 19, 2019. Seconded by Council member Vela; motion carried with all members present voting "Aye".

Consider Ordinance 19-W, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2019-2020; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

On July 18, 2019, the City Manager presented the FY 2019-2020 proposed budget to City Council. Subsequently, two budget workshops were held on August 1, 2019, and August 8, 2019, whereby City Council and staff reviewed the proposed budget. State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

Discussion was had on the number of police officers funded in the proposed budget.

Council member Thompson moved to approve Ordinance 19-W, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2019-2020; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto. Seconded by Council member Richards. A roll call vote was taken:

Council member Thompson	Aye
Council member Vela	Aye
Council member Arendell	No
Council member Richards	Aye
Council member Castro	Aye
Council member Adame	No
Council member Starkey	Aye

The motion carried on a vote of 5 "Ayes"; with Council member Arendell and Council member Adame voting "No".

Consider Ordinance 19-X, adopting the proposed tax rate of \$0.7780 (per \$100 of taxable assessed value) which is 2.79 percent greater than the effective tax rate for the City of Alvin.

Council member Castro moved to approve Ordinance 19-X, adopting the proposed tax rate of \$0.7780 (per \$100 of taxable assessed value) which is 2.79 percent greater than the effective tax rate for the City of Alvin. Seconded by Council member Thompson. A roll call vote was taken:

Council member Thompson	Aye
Council member Vela	Aye
Council member Arendell	Aye
Council member Richards	Aye
Council member Castro	Aye
Council member Adame	Aye
Council member Starkey	Aye

The motion carried with all members present voting "Aye".

REPORTS FROM CITY MANAGER

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

Mr. Roland reviewed the preliminary list for the October 3, 2019 City Council meeting; and announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Council member Arendell commended the employees for their work during the rainstorm. He pointed out the high water at House and Jackson Streets.

EXECUTIVE SESSION

Section 551.072: Deliberation regarding the purchase, exchange, lease or value of real property, namely a 0.5 acre tract of land next to the new Fire EMS Station on E. South St and Bellaire Blvd. in Alvin, Texas.

Section 551.074: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Attorney Evaluation.

Mayor Horn called for an Executive Session in accordance to Section 551.0072 at 7:16 p.m. He announced that the City Attorney is not in attendance, therefore Council will not be discussing Section 551.0774.

RECONVENE TO OPEN SESSION

Take action on Executive Session item(s) if necessary.

Mayor Horn reconvened the meeting from Executive Session at 7:28 p.m. No action was taken.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:28 p.m.

PASSED and APPROVED the 3rd day of October 2019.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/3/2019

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider the purchase of approximately 0.5 acre tract of real property (South St.-Bayou Bend (Alvin) Block 1, Lot 2, Brazoria County) adjacent to the property where the new Fire EMS Station is to be built, at the corner of E. South Street and Bellaire Blvd. in Alvin, Texas, in an amount not to exceed \$65,000; and authorize the Mayor to sign all related documents.

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

Summary: In November 2017, when the City purchased the property on the corner of Bellaire Boulevard and East South Street, where the new Fire/EMS station will be built, the seller retained approximately 0.5 acre. As a result, the City executed an agreement with the seller and purchased 4.9 acres of the 5.48 acre tract for \$325,000 (approximately \$66,326/acre). The seller is now offering to sell the remaining 0.5 acre to the City. Through preliminary negotiations with staff, the seller has agreed to sell the 0.5 acre to the City for \$65,000 – which is significantly lower from the seller's initial offer. Staff recommends the purchase of this 0.5 acres.

Funding will come from the General Fund via FY19 budget savings.

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

Funding Account: _____ **Amount:** \$65,000 **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/26/2019 SLH

Supporting documents attached:

- Proposed 0.5 acre tract at the Fire/EMS property
- Letter of Intent

Recommendation: Move to approve the purchase of approximately 0.5 acre tract of real property (South St.-Bayou Bend (Alvin) Block 1, Lot 2, Brazoria County) adjacent to the property where the new Fire EMS Station is to be built, at the corner of E. South Street and Bellaire Blvd. in Alvin, Texas, in an amount not to exceed \$65,000; and authorize the Mayor to sign all related documents..

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



Proposed Fire/EMS Property Purchase

Letter of Intent for Purchase of .5 +/- acres on South St-Bayou Bend (Alvin) Block 1,
Lot 2, Brazoria County

Subject to the execution of a definitive and mutually acceptable agreement of purchase and sale "Purchase Agreement" within 14 days after execution of this Letter of Intent (the contract negotiation period), the undersigned offers to purchase the subject property in accordance with the following terms and conditions:

1. Seller Christopher Iguh Jr, 1327 Miners Bend Ln, Richmond, Tx 77469.
2. Buyer City of Alvin, Alvin, Tx 77511
3. Subject Property: The property which is the subject of this offer (subject property) approx. .5 **acres** on South St, Alvin, Tx 77511 Bayou Bend, Block 1, Lot 2, Tax ID 1640-0002-000. Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, surveys and other such material having to do with the Subject Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist concerning the property.
4. Purchase price \$65,000
5. Terms of purchase: Cash
6. Deposit Toward Purchase Price: Concurrently with the opening of escrow, Buyer shall place therein the sum of \$2000 as a deposit toward and applicable to the Purchase Price (the initial deposit).
7. Feasibility Period: Buyer does not require a feasibility period.
8. Buyer's Condition Precedent to Closing: Buyer's obligation to close escrow shall be subject to the following conditions:
 - a. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer.
 - b. The non-existence of any development, building, construction, flood or moratoria affecting the Subject Property
 - c. Seller to provide Buyer title to property free and clear of liens except for non-delinquent bonds and taxes.
9. Close of Escrow: Close of escrow to be within 21 days after execution of contract.
10. Other Provisions:
 - a. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission and the like.
 - b. Seller agrees to pay 3% commission to Buyer's Realtor Company, Keller Williams Preferred, Broker Associate Eileen Jasper representing buyer.

- c. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.
 - d. Closing to be performed at Alamo Title, 114S Gordon St, Alvin, Tx 77511 with title insurance provided as seller's expense.
11. Expiration of offer: This letter of Intent shall constitute an open offer until October 11, 2019 at which time it shall be automatically terminated if not executed by Seller.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent is to allow further investigation by both parties into the feasibility of entering into a formal agreement. This Letter of Intent is non-binding. If the Purchase Agreement is not mutually executed within the Contract Negotiation Period for any reason whatsoever or no reason at all, this letter of Intent shall expire and no party shall have any further rights or duties hereunder. Seller shall not solicit other offers during the Contract Negotiation Period.

BUYER:_____ Dated: _____

SELLER:_____ Dated: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Christopher Iguh Jr

Address: 1327 Miners Bend Ln, Richmond, TX 77469-2267

Phone: (713)478-8582

E-mail: _____

Fax: _____

Other: _____

Buyer: City of Alvin

Address: 216 W Sealy St, Alvin, TX 77511-2244

Phone: (281)813-2189

E-mail: _____

Fax: _____

Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Brazoria County, Texas at South St (address) and that is legally described on the attached Exhibit _____ or as follows:
WAITING ON LEGAL DESCRIPTION FROM TITLE CO

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | | |
|---|----|------------------|
| (1) Cash portion payable by Buyer at closing | \$ | <u>65,000.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ | _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ | <u>65,000.00</u> |

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____.

This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$2,000.00 as earnest money with Alamo Title 281-581-2300 (title company) at 114 S Gordon St, Alvin 77511 (address) Katherine Johnson (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.
- (3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within _____ days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 7 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

- B. Feasibility Period: Buyer may terminate this contract for any reason within N/A days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

- ☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
- ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 3 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☒ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Canoi Realtors

Cooperating Broker: Keller Williams Realty

Agent: Isaac Okwusogu

Agent: Eileen Jasper

Address: P.O. Box 630765

Address: 2734 Sunrise Blvd #208

Houston, Tx 77263

Pearland, Tx 77584

Phone & Fax: (713)478-8582

Phone & Fax: (281)813-2189

E-mail: _____

E-mail: _____

License No. _____

License No. _____

Principal Broker: (Check only one box.)

Cooperating Broker represents Buyer.

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ _____ % of the sales price.

Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.

The cash fees will be paid in Brazoria County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ _____ days after the expiration of the feasibility period.
- ☒ October 31, 2019 (specific date).
- ☐ _____
- (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
- (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
- (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☒ (8) Information About Brokerage Services (TAR-2501); and
 - ☐ (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on October 10, 2019, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Christopher Iguh Jr

Buyer: City of Alvin

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: Paul A Horn
By (signature): _____
Printed Name: _____
Title: Mayor

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



AGENDA COMMENTARY

Meeting Date: 10/3/2019

Department: Economic Development

Contact: Josh Dearing, EDC Coordinator

Agenda Item: Consider Resolution 19-R-37, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.

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

Summary: Since its inception in 2017, the Business Improvement Grant Program has awarded 8 grants to projects that have equated to over \$150,000 in private investment. The grant program is currently available to businesses that are located in the downtown development area of Alvin. Given the success of the grant program over the last 3 years, the guidelines were revised to increase funding and expand the coverage area. For Fiscal Year 2019-20 the yearly budgeted allotment of \$25,000 for the grant program has been doubled to \$50,000, and the boundaries have expanded from the downtown development area to now include the Gordon Street corridor from State Highway 6 to FM 1462. The Guidelines were reviewed by the grant review team and revised to better reflect the goals of the program. Staff recommends approval of Resolution 19-R-37.

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

Funding Account: 311-1005-00-3102 **Amount:** \$50,000 **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/26/2019 SLH

Supporting documents attached:

- Res 19-R-37
- Alvin Business Improvement Grant Guidelines
- Alvin Business Improvement Grant Application
- Alvin Business Improvement Grant downtown boundaries map
- Alvin Business Improvement Grant Gordon Street corridor map

Recommendation: Move to approve Resolution 19-R-37, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 19-R-37

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY OF ALVIN REVISED BUSINESS INCENTIVES GRANT PROGRAM GUIDELINES; AND SETTING FORTH RELATED MATTERS THERETO.

WHEREAS, the purpose of this program is to promote the development and expansion of new and existing business enterprises within the City of Alvin, Texas; and

WHEREAS, the program enhances the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability; and

WHEREAS, the City of Alvin receives direct benefit from in-city businesses that create jobs, promote capital investment, and have an overall improvement to our local economy; and

WHEREAS, the program was established in 2017 and has awarded 8 grants to projects that has equated to over \$150,000 in private investment; and

WHEREAS, the guidelines have been revised to better promote the development and expansion of new and existing business enterprises and attract more people to the target areas that will generate additional sales and activity within the target areas of the City; and

WHEREAS, the boundaries of eligible businesses have been enlarged to include Gordon Street from State Highway 6 south to FM 1462; and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action;

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

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

Section 2. Proceedings. That the City of Alvin Downtown Business Improvement Grant Program, which has been amended to enlarge the boundaries for eligible businesses, which is attached hereto as Exhibits A and B, is hereby adopted, effective as of the passing of this Resolution.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of

the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 3rd day of October 2019

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



City of Alvin

GUIDELINES, CRITERIA, AND APPLICATION FOR CITY OF ALVIN BUSINESS IMPROVEMENT GRANT PROGRAM

Section 1. Program Objective

To promote the development and expansion of new and existing business enterprises and attract more people to the target areas that will generate additional sales and activity within the target areas of the City of Alvin, Texas, (the “City”), as shown in the included maps, and to enhance the economic welfare of the citizens of the City, by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability. The City has budgeted \$50,000.00 to fund this grant program.

The program is intended to assist projects that promote retail activities, create an attractive environment, encourage neighborhood character and architectural design, use quality materials, and incorporate good design concepts. Furthermore, the program is intended to assist property owners or tenants with improvements or restorations of the esthetics and architectural appearance of a complete building façade. The program is not intended for repairs or maintenance activities.

Section 2. Eligibility

- (A) Any new business planning to locate or any existing business within the target areas of the City as shown on the included maps (Exhibits A and B) at the time of adoption of these guidelines, shall be eligible for this program.
- (B) Property owners of service or commercial/mixed-use permanent structures and building tenants, with leases of more than one (1) year in length, located within the target areas, are eligible for funding. Governmental entities, public and quasi-public agencies are ineligible for funding for this program.

Section 3. Target Areas

The eligible areas are detailed below and reflected on the attached maps (Exhibits A and B):

Exhibit A – Downtown Development Area:

- Hill Street from Lobbitt Street to Sidnor Street
- Taylor Street from Lobbitt Street to Sidnor Street
- Hood Street from Willis Street to Blum Street
- Hardie Street from Willis Street to Blum Street
- Depot Centre Boulevard from Sidnor Street to Gordon Street
- Magnolia Street from Sidnor Street to Bell Street
- Willis Street from Hill Street to Gordon Street
- Sealy Street from Hill Street to Depot Centre Boulevard
- Sidnor Street from Hill Street to Magnolia Street
- Blum Street from Hood Street to Gordon Street
- Bell Street from Gordon Street to Magnolia Street

Exhibit B – Gordon Street Corridor

- Gordon Street from Highway 6 to FM 1462

Section 4. Application and Approval

Applications filed with the City of Alvin's Economic Development office on or before the first Monday of each month shall be reviewed by a City appointed review committee (the "Committee"), considered, and responded to within 30 days. An applicant shall be notified in writing within ten (10) days of final approval or disapproval of the application. Applications are available at the City of Alvin Economic Development office at 216 West Sealy Street, Alvin, TX 77511, or online at www.alvin-tx.gov under the Economic Development tab.

Section 5. Guidelines

- (A) Proof of applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, and current property tax receipt shall be required.
- (B) The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt shall be required.
- (C) An eligible applicant may apply for one (1) or more grants set forth herein within any calendar year. A business that receives grant funding during a calendar year shall not be prohibited from making subsequent applications for funding in the same or subsequent years.
- (D) All grants are reimbursement grants and will only be funded after completion of the project with proof of receipts for all applicable materials and labor submitted to the City of Alvin's Economic Development office. Photographs of the completed work shall also be required.
- (E) The applicant shall be obligated to make the improvements in accordance with the approved application. Thereafter, any modifications must be submitted in writing and approved by the Committee. Failure to obtain written approval prior to making any modifications shall render the applicant ineligible to receive grant funding.
- (F) The applicant shall be responsible for obtaining all applicable permits related to the improvement project and must comply with all current city ordinances. Failure to do so will render the applicant ineligible to receive grant funding. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- (G) The applicant shall not begin any improvements prior to receiving written approval from the Committee. All improvement projects must be completed within six (6) months of the approval date. Failure to complete the improvements within the required time period may render the applicant ineligible to receive grant funding.
- (H) Extensions to the six (6) month completion period may be granted for inclement weather, or the ordering of special building materials. The applicant must request an extension in

writing. The Committee will notify the applicant in writing of the approval or denial of an extension.

- (I) Grants may be used for comprehensively restoring, substantially beautifying, or enhancing the entire façade or elevation of a commercial building. Eligible items include uncovering and restoring historical facades, removing existing façade materials and replacing them with more appropriate and attractive designs and materials, and other detailing which leads to a substantially enhanced appearance.
- (J) Although not eligible for funding on their own, the following may be funded as part of a more comprehensive façade improvement: windows, doors, exterior cleaning, tuckpointing, shutters, gutters, awnings and historical architectural elements. The program will fund projects that significantly improve the visual appearance of the property from the street. Sales taxes and permit fees associated with the construction are also eligible project costs.

Section 6. Funding

- (A) The applicant shall confirm that the project has been completed in accordance with the application. Such notification shall include, but not be limited to, a certificate of completion, documentation of paid receipts for materials and labor and photos of the completed project. The City may request other items reasonably deemed necessary for determining the project's completion. An inspection will be performed within ten (10) business days of notification by applicant. If needed, a letter will be issued to the applicant indicating all areas of noncompliance.
- (B) When all areas of the project are in compliance, the inspector will approve the Certificate of Completion and submit to the City of Alvin Finance Department for payment. The City of Alvin Finance Department will authorize the release of grant funds equal to 50% of the approved costs of such improvements.

Section 7. Default

The applicant shall be considered in default under this agreement for failure to comply with the following provisions.

- (A) The applicant must remain in business for twelve (12) months from the date of the Certificate of Completion. If the subject business is closed, sold, transferred or relocated within a twelve (12) month period, the applicant may be required to reimburse the City for 100% of grant funds received. Consideration shall be given for any permanent improvements that are left at the site and that would enhance the future location of a new business to the site.
- (B) Reimbursement payments due to default must be paid in full within thirty (30) days after the date of written notification by the City that the applicant is in default of any of the funding requirements set forth herein. Payment will only be accepted in the form of a cashier's check or money order, made payable to the City of Alvin.
- (C) The applicant must agree that, in the event of default of its obligations, the City has the right to reimbursement for all attorney's fees and costs, which may be incurred as a result of any

legal action required to seek reimbursement of all grant funding received by applicant.

Section 8. Notice

- (A) The City of Alvin shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of a business improvement grant to the applicant.
- (B) The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this business improvement grant program, and venue for any lawsuit or other proceeding involving this program shall be in Brazoria County, Texas. If any provision of this business improvement grant program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.



City of Alvin

APPLICATION FOR BUSINESS IMPROVEMENT GRANT PROGRAM

Please carefully read the following:

A business may receive assistance from the following program that is not to exceed \$50,000 in total during the fiscal year (October 1 to September 30). Funding assistance is approved and awarded at the discretion of a committee designated by the City of Alvin. Funding assistance is distributed as reimbursement after the applicant submits paid receipts for the approved project.

Photographs of the completed project shall also be required when receipts are submitted.

Applicant Name: _____

Business Name: _____

Property Address: _____

Mailing Address: _____

Phone: _____ Fax: _____ Other: _____

E-mail Address: _____

Please provide one of the following:

- | | |
|---------------------|---------------------------|
| 1. Individual owner | Recorded DBA Certificate |
| 2. Partnership | Partnership Agreement |
| 3. Corporation | Articles of Incorporation |

Date business was established or opened in City of Alvin: _____

Brief description of business (attach additional sheet if necessary): _____

Number of employees: _____ Full-Time: _____ Part-Time: _____

Description of proposed project (attach additional sheet if necessary): _____

Estimated date of completion for this project: _____

Estimated Material cost: _____ Labor cost: _____

The undersigned acknowledges and agrees to abide by and subject to the terms and conditions of the business improvement grant program described herein.

I certify that no improvements, as described in this application, shall begin prior to receiving written approval of grant funding from the City of Alvin.

Business Owner's Signature: _____

Printed Name: _____ Date: _____

Property Owner Signature: _____

Printed Name: _____ Date: _____

If a successful applicant does not use the funds as intended and described by the application, then he or she will be liable for those funds and must repay the City of Alvin.

Applications may be delivered to City of Alvin Registered Agent, Economic Development Department, 216 West Sealy Street, Alvin, TX 77511.

For more information, please call the office of the City of Alvin Economic Development at 281-388-4281.

Checklist:

- Completed application
- Entity legal documents
- Proof of ownership
- Current paid tax receipts (real & personal property)
- Copy of lease agreement

City of Alvin Timeline

Application received by City Registered Agent	_	/_	/_
Submitted to Alvin Grant Program Committee	_	/_	/_
Applicant notified of decision to approve/disapprove (10 days)	_	/_	/_
Completion deadline (6 months from approval)	_	/_	/_
Certificate of Completion received by City	_	/_	/_
Inspection performed on (10 business days)	_	/_	/_
If applicable, letter of non-compliance to applicant	_	/_	/_
Final approved Certificate of Completion received by Register Agent	_	/_	/_
 Total of receipts submitted for reimbursement	 \$_		
Less 50%	-		
Amount of eligible grant funding	\$_		
 Release of grant fund by Registered Agent	 Pd Amt. \$	 Ck #	 _ / _ / _

City of Alvin-Certification of Completion

Applicant Name: _____

Business Name: _____

AFFIDAVIT

I CERTIFY that all improvements have been satisfactorily completed in accordance to the approved application, that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have been attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of reimbursement of funds according to the City of Alvin Business Improvement Program.

Total of Paid Receipts submitted for reimbursement \$_____

Business Owner's Signature: _____

Printed Name: _____ Date: _____

Property Owner Signature: _____

Printed Name: _____ Date: _____

Attachments:

- Copies of paid receipts
- Photographs of completed work
- Other

Sworn to and subscribed before me, a notary public,

This _____ day of _____, 20_____

(seal)

Notary Public Signature

INSPECTION

I CERTIFY that I have inspected the project and have found all improvements to be satisfactorily completed in accordance to the approved application and in compliance to any applicable city ordinances.

Inspector's Signature: _____

Printed Name: _____ Date: _____

Exhibit "A" Downtown Development Area

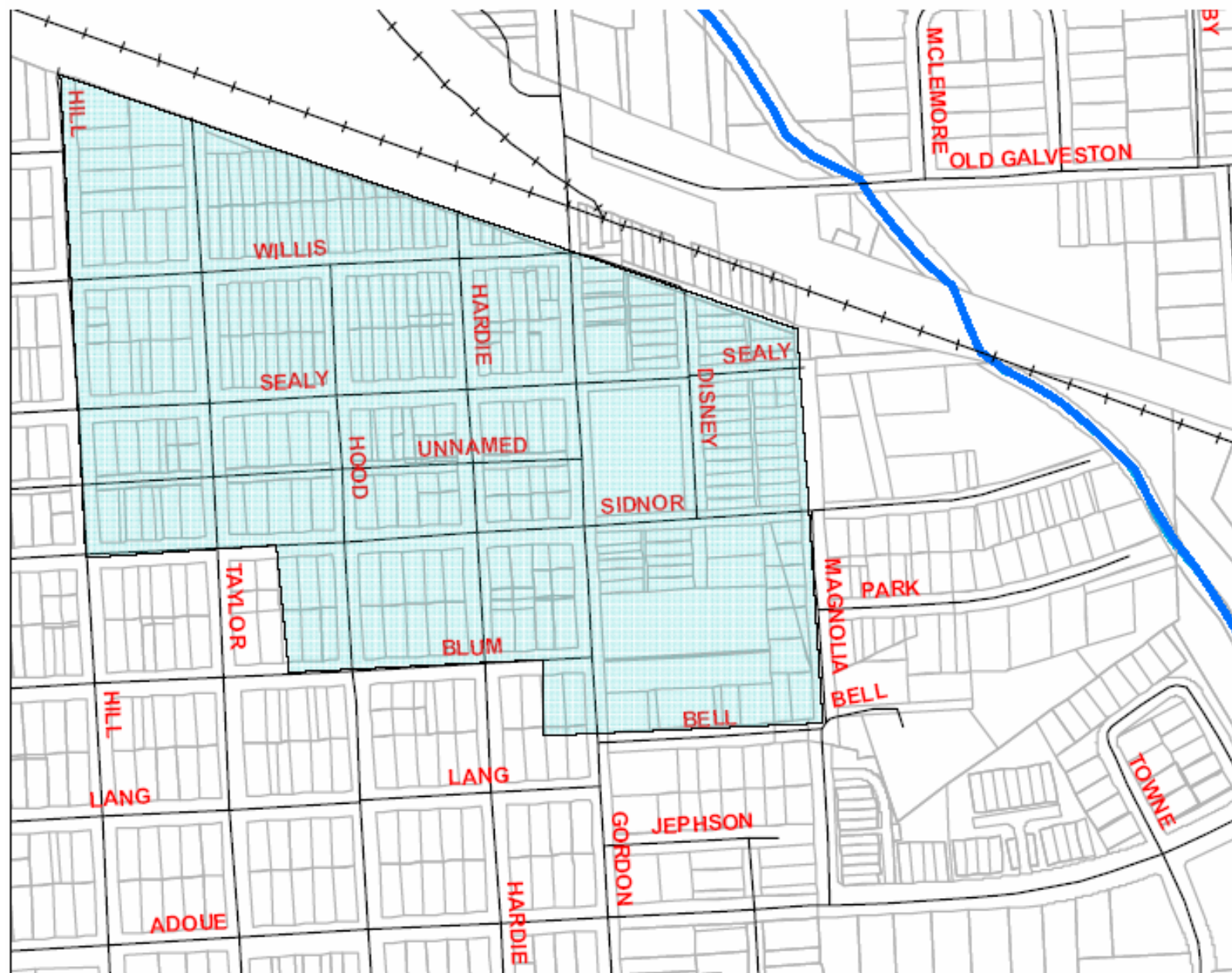
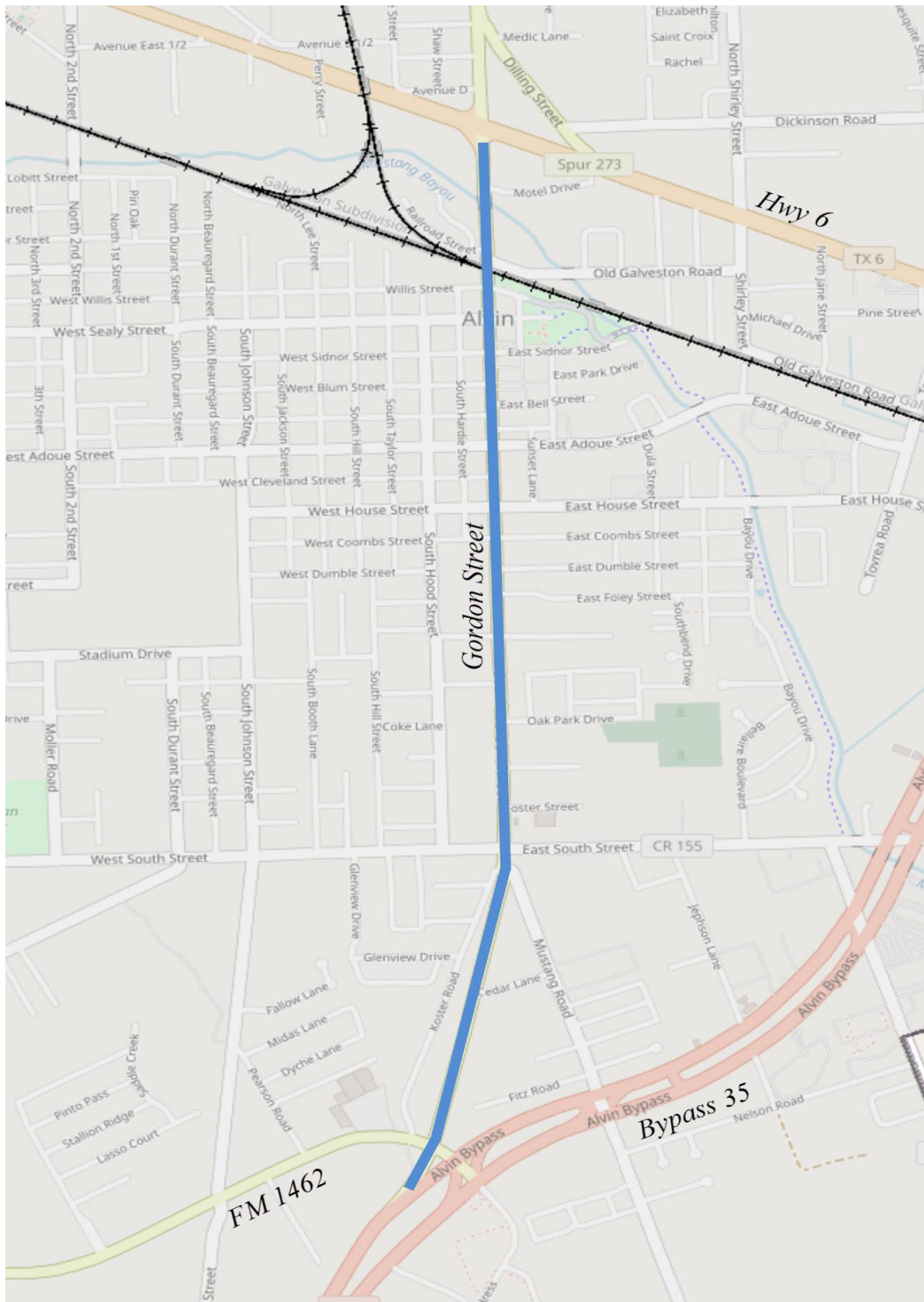


Exhibit "B" Gordon Street Coverage Map





AGENDA COMMENTARY

Meeting Date: 10/3/2019

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 19-R-38, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2020.

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

Summary: HGAC's bylaws provide that each Home Rule City member with a population under 99,999 as of the latest (2010) Federal Census, is entitled to designate one representative and one alternate to serve on the H-GAC General Assembly. The two designees must be elected officials of Alvin's governing body.

Each year City Council is asked to appoint elected officials to serve as members to this assembly. Appointments must be made by October 25, 2019.

Prior year appointments:

2019: Council member Arendell (representative); Council member Castro (alternate).

2018: Council member Arendell (representative); Council member Richards (alternate).

2017: Council member Arendell (representative); Council member Richards (alternate).

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/26/2019 SLH

Supporting documents attached:

- Res 19-R-38
- H-GAC Letter

Recommendation: Move to approve Resolution 19-R-38, designating _____ to serve as the representative and _____ to serve as the alternate representative on the H-GAC General Assembly for 2020.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 19-R-38

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DESIGNATING ONE REPRESENTATIVE AND ONE ALTERNATE REPRESENTATIVE TO THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) GENERAL ASSEMBLY FOR 2020.

WHEREAS, H-GAC's Bylaws provide that each member City with a population not in excess of 99,999 as of the last (2010) Federal Census is entitled to designate one (1) representative and one (1) alternate to the 2020 H-GAC General Assembly; and

WHEREAS, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2020 H-GAC General Assembly; and

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are hereby, adopted, ratified, and confirmed.

Section 2. That City Council member _____ is hereby designated as City of Alvin's Representative for the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2020.

Section 3. That the Official Alternate authorized to serve as the voting representative should the above-named representative become ineligible, or resign, is City Council member _____.

Section 4. That the Executive Director of the Houston-Galveston Area Council be notified of the designation of the above-named representative and alternate.

Section 5. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of October 2019.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



Rec'd 9/17/19

Houston-Galveston Area Council

Office of the Executive Director

September 5, 2019

Hon. Paul Horn
Mayor
City of Alvin
216 W Sealy St
Alvin, TX 77511

Dear Mayor Horn:

I am writing regarding the appointment of your city's representative to H-GAC's 2020 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2020.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of Thursday, November 7. At that meeting, your 2019 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2020.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 25. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

A handwritten signature in black ink, appearing to read 'CW' or 'Wemple'.

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2020 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas,
that _____ be, and is hereby designated as its Representative
to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2020.

FURTHER, that the Official Alternate authorized to serve as the voting representative should
the hereinabove named representative become ineligible, or should he/she resign, is
_____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

By: _____



AGENDA COMMENTARY

Meeting Date: 10/3/2019

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 19-R-39, nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

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

Summary: This Resolution is to nominate a candidate(s) to serve on the Brazoria County Appraisal District (BCAD) Board of Directors. Cities, school districts, and counties may nominate one or more persons to serve on the Board. The Board is composed of five members who serve two-year terms, all of which expire December 31, 2019. In December, City Council will cast votes for various nominees by resolution. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates who received the largest vote totals, before December 21, 2019.

In 2015 and 2017 the City of Alvin nominated and cast their votes for Tommy King. Mr. King is a current member of the Board and would like to continue his service. Alvin ISD will also be nominating Mr. King to serve on this Board.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 9/26/2019 SLH _____

Supporting documents attached:

- Resolution 19-R-39
- Information from BCAD

Recommendation: Move to approve Resolution 19-R-39, nominating _____ for a position on the Board of Directors of the Brazoria County Appraisal District.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 19-R-39

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate from one to five (5) candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2020 and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; and

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

Section 1. That the facts and recitations set forth in the preamble of this Resolution are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2020.

Name & address: _____
Name & address: _____
Name & address: _____
Name & address: _____
Name & address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2019.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of October 2019.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Rec'd 9/12/19

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Ro'Vin Garrett
Tommy King
Ruby Jo Knight
Gail Robinson
Glenn Salyer
Susan Spoor

CHIEF APPRAISER

Cheryl Evans
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

M E M O

To: All Voting Taxing Units
From: Cheryl Evans, Chief Appraiser
Subject: 2019 Board of Directors Election For
Years 2020 – 2021
Date: September 3, 2019

Cheryl Evans

Your taxing unit participates in selecting members of the Brazoria County Appraisal District's Board of Directors. The board is composed of five members who serve two-year terms, all of which expire December 31, 2019. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a non-voting director. This memorandum sets out the process of selecting directors for the two-year term that begins January 1, 2020.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

Selection Procedures

The procedures for selecting members of the board of directors for the two-year term beginning on January 1, 2020 are as follows:

Nomination

Before **October 15, 2019**, the voting unit must **adopt a resolution nominating** from one to five candidate(s) by formal action. The presiding officer of the voting unit must submit the nominee's name(s) and addresses to the Chief Appraiser.

September 3, 2019

Election

Before **October 30, 2019**, the Chief Appraiser will prepare a ballot listing the nominees in alphabetical order by last name.

Before **December 15, 2019** each voting unit must cast its vote by **written resolution** naming the person or persons for whom it votes, and submit a certified copy to the Chief Appraiser. **Ballots received by the Chief Appraiser after December 15, 2019 may not be counted.**

The Chief Appraiser will count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2019. The Chief Appraiser also notifies all taxing units (voting and non-voting) and all candidates (winners & losers) of the outcome. If a tie occurs, the Chief Appraiser must solve it through any method of chance.

To assist you in this process, I have enclosed the following:

1. A calendar that lays out the procedures and dates for conducting the 2019 election.
2. Letter showing the number of votes your entity is entitled to cast in the ballot after candidate nominations are due. (See October 30 on the election calendar.)
3. A suggested form of resolution for the nomination(s) of a candidate(s) to the board of directors of the Brazoria County Appraisal District.

I would like to thank you in advance for your help in carrying out this important task and I invite your questions or comments on the board selection process. Please do not hesitate to call me.

Enclosures (3)

BRAZORIA COUNTY APPRAISAL DISTRICT
2019 BOARD OF DIRECTORS ELECTION CALENDAR

Before Oct. 1
(Sep. 3, 2019)

The chief appraiser notifies each voting taxing unit of the number of votes it may cast.

Each voting unit may nominate one candidate for each position to be filled. Since the board of directors consists of five members, **the unit may nominate from one to five candidates.**

Before Oct. 15

The presiding officer of the unit submits the **names and addresses** of the nominees **by written resolution** to the chief appraiser.

Before Oct. 30

The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.

Before Dec. 15

Each voting unit cast votes for any of the candidates on the ballot and submits to the chief appraiser **by written resolution.** The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

Before Dec. 31

The chief appraiser counts the votes and certifies as winner the five candidates who received the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all the candidates (winners and losers) of the outcome.

If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Ro'Vin Garrett
Tommy King
Ruby Jo Knight
Gail Robinson
Glenn Salyer
Susan Spoor

CHIEF APPRAISER

Cheryl Evans
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

September 3, 2019

Mr. Junru Roland
City Manager of Alvin
216 W. Sealy
Alvin, TX 77511

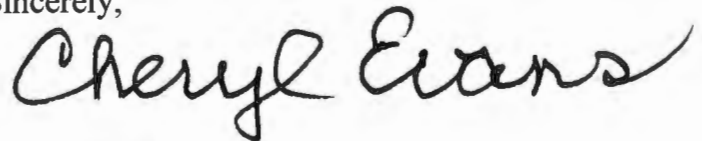
Dear Mr. Roland,

In reference to the selection of the Appraisal District Board of Directors, your 2018 total tax levy was **\$ 10,876,553**. This tax levy has entitled you to **66** votes for the five (5) directors to be elected to the Brazoria County Appraisal District.

Each voting taxing unit nominates **by resolution**, one to five candidate(s) to fill the five (5) positions of the Board of Directors. These nominations (names and addresses) must be submitted to the Chief Appraiser before **October 15, 2019**.

Please address all submissions to Cheryl Evans, Chief Appraiser, at the above address.

Sincerely,



Cheryl Evans
Chief Appraiser

CE/td

RESOLUTION NO. _____

A RESOLUTION OF THE _____
OF THE _____

**NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE BRAZORIA COUNTY APPRAISAL DISTRICT**

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate from one to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2020 and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE _____
OF THE _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2020.

Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2019.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2019.

Presiding Officer

ATTEST:

Secretary