

City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1
Chris Sanger, At Large Pos. 2
Scott Reed, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA THURSDAY SEPTEMBER 21, 2017 7:00 P.M. (Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, September 21, 2017** 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. Hurricane Harvey After Action Review Summary.

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public hearing for the disannexation of approximately 76.519 acres of land, more or less, requested by Kevin C. Ford, Sheri P. Ford, Steve Hawkes, Janice Hawkes, Donald E. Ware, Shirley M. Ware, David D. Sanders, and Maxine D. Sanders, located in Brazoria County, Texas, being that part of the city limits abutting County Road 133 a/k/a Moore Road.

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. Approve minutes of the September 7, 2017 City Council regular meeting.

B. Consider Resolution 17-R-21, adopting the Fiscal Year 2017-2018 City of Alvin Investment Policy; providing for an effective date, and setting forth other related matters.

C. Consider annual windstorm renewal from Victor O. Schinnerer & Company, Inc., in an amount not to exceed \$162,713.25 for the City of Alvin windstorm and hail coverage for FY18, and authorize the City Manager to sign the Proposal Acceptance Form.

D. Consider Amendment No. 2 to the Debris Removal Services contract with CrowderGulf, LLC, and authorize the Mayor to sign.

- E. Consider a final plat of Lions Park (940 College Drive), being part of tracts 9 and 10, Block J of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas, located in the City of Alvin.
- F. Consider a final plat of Morgan Park (1600 W. South Street), being lots 1 and 2 of the Thomas Uzzell Subdivision of the 100-acre tract out of the south portion of Section 14, H.T. & B.R.R. Company Survey, Abstract 449, Brazoria County, Texas, located in the City of Alvin.
- G. Consider a final plat of Pearson Park (2400 Westpark Drive), being a plat of 24.264 acres, being all of lots 7 and 10 of the subdivision of Section 18, Hooper and Wade Survey, Abstract 488, Brazoria County, Texas, located in the City of Alvin.
- H. Consider a final plat of Sealy Park (900 W. Sealy Street), being a replat of part of Block H of Easton's Addition to the City of Alvin, according to the plat as recorded in Volume 32, Page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

7. OTHER BUSINESS:

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

- A. Consider Ordinance 17-R, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2017-2018; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.
- B. Consider Ordinance 17-S, levying a property tax rate for the year 2017 and to direct the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.
- C. Consider Resolution 17-R-22, enacting additional compensation for employees who worked during Hurricane/Tropical Storm Harvey and authorizing special paid time off for employees who need to service their primary residence damaged as a result of Hurricane/Tropical Storm Harvey.
- D. Consider Ordinance 17-Q, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Storm Harvey; making various findings and provisions related thereto.
- E. Consider Resolution 17-R-27, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey.
- F. Consider Resolution 17-R-25, accepting the petition for annexation of 10.00 acres, more or less, parcel of land for Sunset Ranch located along Heights Road a/k/a County Road 145, in Brazoria County, Texas; setting an annexation schedule that includes public hearings on November 2, 2017, and November 16, 2017; providing for open meetings and other related matters.
- G. Consider Resolution 17-R-26, accepting the petition for annexation of 19.134 acres, more or less, for Forest Heights, Section 6, located along the proposed FM 528 extension between Business 35 and State Highway 6, from Don Barras Development, LLC.; setting an annexation schedule that includes public hearings on November 2, 2017, and November 16, 2017; providing for open meetings and other related matters.

- H. Consider Resolution 17-R-23, approving a Utility Services Contract with Rooted Development Group, LLC., for the development of the remaining property in Mustang Crossing; and authorize the Mayor to sign.
- I. Consider Resolution 17-R-24, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Kendall Lakes, Section Four; and authorize the Mayor to sign.

8. REPORTS FROM CITY MANAGER

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

9. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0145 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

- A. **Section 551.074** of the Government Code: Deliberation on the appointment of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- 1. City Attorney

11. RECONVENE TO OPEN SESSION

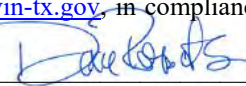
- A. Consider the employment contract with the City Attorney.

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 18, 2017 at 4:00 P.M.



(SEAL)


Dixie Roberts, City Secretary

Removal Date: _____

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



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Attorney

Contact: Suzanne L. Hanneman, Interim City Attorney

Agenda Item: Public hearing for the disannexation of approximately 76.519 acres of land, more or less, requested by Kevin C. Ford, Sheri P. Ford, Steve Hawkes, Janice Hawkes, Donald E. Ware, Shirley M. Ware, David D. Sanders, and Maxine D. Sanders, located in Brazoria County, Texas, being that part of the city limits abutting County Road 133 a/k/a Moore Road.

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

Summary: The property owners listed below filed with the city secretary's office a petition for disannexation on April 24, 2017.

1. 454 CR 133
Owner: Kevin Ford
2. 1250 Moore Road
Owner: Hawkes
3. 1320 Moore Road
Owner: Ware
4. 1535 Moore Road
Owner: Sanders

On August 3, 2017, City Council approved a Release and Compromise Settlement Agreement with the aforementioned property owners regarding the disannexation of their property, such proceedings to be complete on or before October 31, 2017, subject to compliance with applicable procedures set forth in the City Charter and state law.

This is the second of two (2) public hearings required by law for the disannexation. The first public hearing was held at the regularly scheduled City Council meeting on September 7, 2017 at 7:00 p.m. No comments were given.

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

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No x

Legal Review Required: N/A ___ Required x **Date Completed:** 9/5/17

Supporting documents attached:

- Map

Recommendation: No Action.

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
CITY COUNCIL
REGULAR MEETING
THURSDAY, SEPTEMBER 7, 2017
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 7:01 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn and Council members: Gabe Adame, Adam Arendell, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/CFO; Suzanne Hanneman, Interim City Attorney; Dixie Roberts, City Secretary; Michelle Segovia, City Engineer; Robert E. Lee, Chief of Police; Dan Kelinske, Parks and Recreation Director; Rex Klesel, Fire Chief; Brian Smith, Public Services Director and Ron Schmitz, EMS Director/Emergency Management Coordinator.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Matt Hogan gave the invocation.

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

Council member Adame led the Pledge to the Texas Flag.

PRESENTATIONS

Alvin Animal Adoption Center Update.

Autumn Miller, Shelter Manager, gave a departmental update on the Alvin Animal Adoption Center.

Hurricane Harvey Review.

Members of the Emergency Management team gave a report on the rescue and recovery operations from Hurricane Harvey.

PUBLIC COMMENT

Ms. Shary Horn spoke before the Council regarding the flooding in her neighborhood and the frequent rise of water during heavy rains. She offered suggestions to help fix the problem and requested that the City take the lead with support of the C&R District and Texas Department of Transportation.

Mr. Chad Gormly addressed Council to thank staff for their service to the community. He suggested that a study and work be done to the C1 drainage.

Ms. Ashely Davis expressed concerns about the shelter and information that was provided to the community during Hurricane Harvey.

Ms. Helen Blankenburg addressed the Council to express concern about the new lights and cross walk on Stadium Drive and the drainage inlet that is in front of her house that over flows when there is a heavy rain.

Mr. Harrison Gormly, Troop 400, invited the Council and the public to a flag retirement ceremony on September 11, 2017.

PUBLIC HEARING

Public hearing to receive comment on the proposed tax rate of \$0.7880 per \$100 of valuation for the Fiscal Year 2017-2018 (2017 tax year).

Mayor Horn opened the public hearing at 8:19 p.m.

There were no comments from the public.

Mayor Horn closed the public hearing at 8:19 p.m.

Public hearing for the disannexation of approximately 76.519 acres of land, more or less, requested by Kevin C. Ford, Sheri P. Ford, Steve Hawkes, Janice Hawkes, Donald E. Ware, Shirley M. Ware, David D. Sanders, and Maxine D. Sanders, located in Brazoria County, Texas, being that part of the city limits abutting County Road 133 a/k/a Moore Road.

Mayor Horn opened the public hearing at 8:20 p.m.

There were no public comments.

Mayor Horn closed the public hearing at 8:20 p.m.

CONSENT AGENDA

Approve minutes of the August 17, 2017 City Council regular meeting.

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

OTHER BUSINESS:

Consider amendment to the debris removal services contract with CrowderGulf. (Emergency Item added on 9/7/17 @ 11:00 a.m. for the continuation of debris pickup from Tropical Storm Harvey Flooding event that happened during the disaster declaration signed on August 24, 2017. Pickup of saturated debris shall continue uninterrupted, interruption of such could cause possible health related issues).

Council member Arendell moved to approve the amendment to the debris removal services contract with CrowderGulf. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the September 21, 2017 City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Mrs. Roberts reviewed items of community interest.

Council member Thompson thanked the staff and those who helped with Hurricane Harvey incident.

Council member Arendell expressed his appreciation to the employee's dedication during the Hurricane Harvey and he expressed his pride in Alvin.

Council member Sanger expressed his appreciation and thanked everyone who helped with Hurricane Harvey.

Council member Adame thanked everyone that helped with the Hurricane Harvey incident. He expressed his appreciation to Dixie Roberts for providing information to the community and he announced that Ms. Roberts was recognized by KTRH for her efforts of going above the call of duty in providing information. He requested that efforts be made to seek funds for the C1 ditch mitigation.

Council member Starkey also expressed his appreciation for everyone helping with the hurricane incident. He spoke on how the Emergency Operation Center works during a disaster and thanked the EOC team for its operation.

Mayor Horn also explained the Emergency Operation Center's role during a disaster and commended those who helped with Hurricane Harvey.

Council member Adam Arendell on behalf of Council member Reed thanked the students who helped at the shelter.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 8:24 p.m. in accordance to the following:

Section 551.074 of the Government Code: Deliberation on the appointment of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

1. City Attorney

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 8:59 p.m.

Consider the appointment of a City Attorney.

Council member Arendell moved to appoint Suzanne Hanneman as City Attorney subject to contract approval. Seconded by Council member Thompson; motion carried on a vote of 5 Ayes.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:00 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Finance

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider Resolution 17-R-21, adopting the Fiscal Year 2017-2018 City of Alvin Investment Policy; providing for an effective date, and setting forth other related matters.

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

Summary: Pursuant to 2256.005 of the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City's current Investment Policy has been certified by the Government Treasurers' Organization of Texas (GTOT) as meeting the requirements of the Public Funds Investment Act. As a result, for fiscal year 2017-18 staff is not recommending any revisions to the City's current investment policy.

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:** 9/13/17

Supporting documents attached:

- Exhibit A - Investment Policy
- Exhibit B – Broker/Dealer list
- Certification Award

Recommendation: Move to approve Resolution 17-R-21, adopting the City's Investment Policy for the fiscal year 2017-2018.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 17-R-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY OF ALVIN INVESTMENT POLICY FOR THE FISCAL YEAR 2017-2018 FOR THE INVESTMENT OF MUNICIPAL FUNDS; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, Chapter 2256 of the Texas Government Code requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control;

WHEREAS, the City Council of the City of Alvin, Texas desires to adopt its FY 2016-17 Investment Policy pursuant to Chapter 2256 Texas Government Code, Public Funds Investment Act; and

WHEREAS, pursuant to the Public Funds Investment Act, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies; **NOW, THEREFORE**,

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

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

Section 2. The FY 2017-18 City of Alvin Investment Policy was reviewed by City Council, includes amendments since the last adoption on October 20, 2016, and is hereby adopted as the investment policy of the City of Alvin, attached hereto as "Exhibit A".

Section 3. The City Council approves and adopts the list of qualified brokers/dealers that are authorized to engage in investment transactions with the City, attached hereto as Exhibit "B".

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 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, Texas Government Code.

PASSED AND APPROVED this the ____ day of _____, 2017.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

CITY OF ALVIN INVESTMENT POLICY

I. PURPOSE AND INTENT

It is the policy of the City of Alvin that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to all applicable State statutes, the City of Alvin Home-Rule Charter, City Ordinances and the standards of the Governmental Accounting Standards Board. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity while incurring minimal risks.

It is the stated intent of the policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended periodically by the Texas Legislature. Specific interpretation of a section contrary to this intent shall not avoid the remaining policy.

II. SCOPE

Consistent with this Policy the City will endeavor to earn a return on funds invested at the highest investment return possible after taking into account the primary goals of preservation and safety of principal, liquidity of funds invested, and yield. This investment policy applies to the funds of the City of Alvin, which include the following:

- A. General Fund
- B. Special Revenue Funds
- C. Capital Projects Fund
- D. Enterprise Funds
- E. Trust and Agency Funds
- F. Debt Service Fund, including Reserves and I & S Funds
- G. Any other funds created by the City

III. OBJECTIVES

The primary objectives, in priority order, of the City investment activities for all fund groups shall be as follows:

- A. **Preservation and Safety Principal** - Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification along credit and maturity lines is required so that potential losses on individual securities are a small fraction of the overall portfolio and do not exceed the income generated from the remainder of the portfolio.
- B. **Liquidity** - The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. **Yield** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

D. **Public Trust** - All participants in the City's investment process shall seek to act responsibly as custodians of public trust. Investment officials shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

IV. AUTHORIZED INVESTMENTS

All City investments shall comply with the Public Funds Investment Act and other applicable laws. Investments authorized by the Public Funds Investment Act are listed in Sections 2256.009 – 2256.016 and Sections 2256.019 – 2256.0201 of the Public Funds Investment Act. It is the policy of the City of Alvin to limit its investments to the following:

A. Obligations of the U.S. Treasury Bills and Notes

1. Maximum remaining maturity at time of purchase shall be three (3) years.
2. Maximum portfolio mix for these instruments, inclusive of all types, shall be fifty-percent (50%).

B. Local Government Investment Pools that have been authorized by the City Council by rule, ordinance, or resolution in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, which authorizes local governments in Texas to participate in an investment pool established hereunder.

1. Maximum weighted maturity of ninety (90) days.
2. To be eligible to receive funds from and invest funds on behalf of the City, the investment pool shall furnish to the investment officer an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:
 - (a) the types of investments in which money is allowed to be invested;
 - (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - (c) the maximum stated maturity date any investment security within the portfolio has;
 - (d) the objectives of the pool;
 - (e) the size of the pool;
 - (f) the names of the members of the advisory board of the pool and dates their terms expire;
 - (g) the custodian bank that will safe-keep the pool's assets;
 - (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
 - (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment,

- such as insurance or guarantees, and a description of the secondary source of payment;
 - (j) the name and address of the independent auditor of the pool;
 - (k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the City to invest funds in and withdraw funds from the pool; and
 - (l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
3. To maintain eligibility to receive funds from and invest funds on behalf of the City the investment pool must furnish to the investment officer the following:
- (a) investment transaction confirmations; and
 - (b) a monthly report that contains, at a minimum, the following information:
 - i. the types and percentage breakdown of securities in which the pool is invested.
 - ii. the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - iii. the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - iv. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - v. the size of the pool;
 - vi. the number of participants in the pool;
 - vii. the custodian bank that is safekeeping the assets of the pool;
 - viii. a listing of daily transaction activity of the City;
 - ix. the yield and expense ratio of the pool;
 - x. the portfolio managers of the pool; and
 - xi. any changes or addenda to the offering circular.
4. A public funds - investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

- C. Repurchase Agreements - Fully collateralized direct repurchase agreements having a defined termination date, secured by direct obligations of the U.S. Treasury or U.S. agencies and instrumentalities, in market value of not less than one-hundred and two percent (102 %) of the principal amount of the City funds disbursed, pledged to the City, held in the City's name and deposited at the time the investment is made with a third party selected or approved by the City and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas
1. Maximum maturity at purchase shall not exceed ninety (90) days with a total weighted average maturity, at any point in time, not to exceed thirty (30) days.
 2. Portfolio mix of repurchase agreements shall be:
 - (a) Overnight repurchase agreements - No limit
 - (b) 30-day repurchase agreements - Not to exceed 15%
 - (c) 60-day repurchase agreements - Not to exceed 10%
 - (d) 90-day repurchase agreements –Not to exceed 5%
- D. Certificates of Deposits issued by national and state banks domiciled in the State of Texas that are guaranteed or insured by the FDIC or its successor(s)
1. All certificates of deposits, in excess of the FDIC, must be collateralized and collateral must be held by a third party selected or approved by the City and valued on a monthly basis. The percentage of collateralization will adhere to law for deposits.
 2. Maximum maturity on any certificate shall be three (3) years from the time of purchase and the portfolio mix shall not exceed forty percent (40%).
- E. Certificate of Deposits made in accordance with the following conditions:
1. A broker that has its main office or a branch office in Texas and is selected from a list adopted by the City
 2. the funds are invested by the City through a depository institution that has its main office or a branch office in Texas and that is selected by the City
 3. the broker or the depository institution selected by the City under Subdivision (2) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, whenever located, for the City's account;
 4. the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
 5. the depository institution selected by the City under Subdivision (2), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3 3 (17C.F.R. Section 240.15c3 3) as custodian for the Authority with respect to the certificates of deposit issued for the City's account.

- F. Municipals - Obligations of states, agencies, counties, cities and other political subdivisions of any state having been rated as to investment quality by a nationally recognized rating agency and having received a rating of not less than "A" or its equivalent.
 - 1. Maximum maturity shall be two years from the date of purchase
 - 2. The portfolio mix shall not exceed thirty percent (30%).
- G. Federal Instruments - Eligible for purchase are notes and discount notes of the Federal Home Loan Mortgage Association, Federal National Mortgage Association and Student Loan Marketing Association.
 - 1. Maximum maturity at purchase shall be four (4) years.
 - 2. Maximum portfolio mix for these instruments, inclusive of all types, shall not exceed fifty percent (50%).
- H. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- I. No-load. SEC registered and regulated money market mutual fund with a minimum rating of AAA-, or at an equivalent rating by at least one (1) nationally recognized rating service.
- J. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest-bearing accounts, fully collateralized by pledged U.S. and Texas State government securities.
- K. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this policy. An amended version of this policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.

V. MONITORING THE RATING CHANGES IN INVESTMENTS

Consistent with Section 2256.021, Texas Government Code, as amended, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256 such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within thirty (30) days of the investment's failure to maintain its required minimum rating.

VI. INVESTMENT STRATEGY FOR EACH OF THE FUND GROUPS

The investment strategy for each of the fund groups identified in the Scope section is set forth as follows:

A. General Fund Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments
5. The dollar weighted average maturity of 730 days or less will be calculated using the stated final maturity dates of each security.

B. Special Revenue Funds Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

C. Capital Projects Fund Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

D. Enterprise Funds Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

E. Trust and Agency Funds Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments

2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

F. Debt Service Fund Investment Objectives:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of debt service required expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

G. Investment Objectives of Any Other Funds Created by the City:

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Investment of bond proceeds in accordance with the provisions of the bond ordinance, resolution or trust indenture authorizing the issuance of bonds.

H. Priorities Used for Determination

The separate investment strategies for these fund groups have been determined by using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the City;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield

VII. INVESTMENT OFFICER

The Chief Financial Officer is designated the investment officer of the City and is responsible for investment decisions and activities which shall be conducted under the direction of the City Manager. The investment officer shall develop and maintain written and administrative procedures for operation of the investment program, which must be consistent with the pertinent federal and state laws and this Policy. In order to optimize total return through active portfolio management and preservation of capital, resources shall be allocated to the cash management program. The commitment of resources shall include financial and staffing considerations. The investment officer shall designate a staff

person as a liaison/deputy in the event circumstances require timely action and the investment officer is not available. No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

A. Training

The investment officer, under Section 2256.008 of the Public Funds Investment Act, shall attend at least ten (10) hours of investment training within twelve months after assuming duties. At least ten (10) hours of training must be received every two (2) consecutive years beginning October 1st of the first year. This training shall be approved or endorsed by Government Treasurers Organization of Texas (GTOT), Government Finance Officers Association of Texas (GFOAT), the Texas Municipal League (TML), or North Central Texas Council of Governments.

B. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, theft, misuse, employee error, misrepresentations of third parties, unanticipated changes in financial markets or imprudent actions by any person involved in the investment program. Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control shall address the following points:

1. Control of Collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer
2. Separation of Transaction Authority from Accounting and Record Keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of Bearer Form Securities - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of Authority to Subordinate Staff Member - Subordinate staff member must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax, if on letterhead, and the safekeeping institution has a list of authorized signatures.
7. Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian - This agreement should outline the various controls, security provisions, and delineated responsibilities of each party making and receiving wire transfers.
8. Documentation of transactions and strategies.
9. Transfer of funds on behalf of the City shall only be to an account in the name of the City of Alvin at the City's depository bank.

C. Prudence

Investments shall be made with judgment and care under circumstances then prevailing that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. In other words, in determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration (i) the investment of all funds or funds under the City's control over which the officer has responsibility rather than a consideration as to the prudence of a single investment and (ii) whether the investment decision was consistent with this Investment Policy.

D. Limitation of Personal Liability

The investment officer and those delegated investment authority, acting in accordance with the law and this Policy and exercising due diligence and prudence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that the deviations are reported immediately to the City Council and the City Manager and appropriate action is taken to control adverse conditions.

All participants in the investment process must seek to act responsibly as custodians of the public trust. Investment officials shall endeavor to avoid any transaction that might impair public confidence in the City of Alvin's ability to govern effectively.

E. Ethics and Conflicts of Interest

If the investment officer has a personal business relationship with an entity seeking to sell an investment to the City, he/she shall file a statement with the Texas Ethics Commission and City Council disclosing the personal business interest. If the investment officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Government Code, to an individual seeking

to sell an investment to the City, he/she shall file a statement with the Texas Ethics Commission and City Council disclosing the relationship.

F. Reporting Requirements

The investment officer shall generate quarterly reports, which shall be submitted to the City Manager, Mayor, and City Council at the second regularly scheduled Council Meeting after the end of each quarter. The report shall cover the investment transactions for all funds identified in the Scope section for the preceding quarter. The report will include the following:

1. A detailed description of the City's investment position on the date of the report;
2. A summary statement of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) additions and changes to the market value during the period; and
 - (c) ending market value for the period; and
 - (d) fully accrued interest for the reporting period.
3. A statement delineating the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date;
5. The account or fund or pooled group fund in the City for which each individual investment was acquired;
6. Overall weighted average maturity of the portfolio;
7. Overall current yield of the portfolio;
8. A statement of compliance of the investment portfolio as it relates to the investment strategy expressed in this Policy and the requirements of the Public Funds Investment Act;
9. Any additional information sufficient to permit an independent audit.

The report shall be signed by the investment officer. The City, in conjunction with its annual financial audit, shall conduct a compliance audit of management controls on investments and adherence to this Policy.

G. Compliance

Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to the governing body. (The City is exempt from this review if it only invests in money market mutual funds, investment pools or accounts offered by its depository bank in the form of CDs or money market accounts) PFIA 2256.023 (d).

VIII. REVIEW AND ADOPTION OF INVESTMENT POLICY

The City of Alvin Investment Policy shall be reviewed on an annual basis by the City Council and shall be formally adopted by Resolution of the City Council.

IX. DIVERSIFICATION LIMITATIONS

At a minimum, diversification standards by security type and issuer shall be:

U.S Treasury and Securities with U.S. Government guarantee	Not to Exceed 50%
U.S. Government Agencies and Instrumentalities	Not to Exceed 50%
Certificates of Deposits	Not to Exceed 40%
CDARS	Not to Exceed 40%
Money Market Funds	Not to Exceed 30%
Local Government Investment Pools	Not to be less than 50%
Repurchase Agreements:	
Overnight repurchase agreements	No limit
30-day repurchase agreements	Not to Exceed 15%
60-day repurchase agreements	Not to Exceed 10%
90-day repurchase agreements	Not to Exceed 5%

X. EXISTING INVESTMENTS

Any investments currently held that do not meet the guidelines of this Policy shall be reviewed to determine ability to liquidate. If the security cannot be liquidated because of material adverse changes in value since the time of purchase, and holding the security to maturity does not negatively affect disbursement or cash flow, a recommendation of holding the security to maturity is acceptable. At all times, liquidations shall be effected taking into account the prudent person standard.

XI. PROHIBITED INVESTMENTS

There is an absolute prohibition on investments in any of the following investment instruments:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; interest-only strips.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; principal-only strips.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.
- E. The City will not invest in mortgage backed derivative products.
- F. The City will not invest in commercial paper.
- G. The City is not authorized to invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in §2256.014 Section (b) of the Public Funds Investment Act.

XII. INVESTMENT OF BOND PROCEEDS

Bond proceeds may be invested in accordance with the provisions of the bond ordinance, resolution or trust indenture authorizing the issuance of the bonds. To the extent of any inconsistency between the provisions of this Policy and the operative bond instrument, the investment terms contained in the operative bond instrument shall control; provided however, that no such investment of bond proceeds shall be made in investments which are not authorized by this Policy.

XIII. PERFORMANCE STANDARDS

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should earn a market average rate of return during a market/economic environment of stable interest rates. The market price of investments acquired with public funds should be monitored at least quarterly. Portfolio performance shall be compared to appropriate benchmark on a regular basis. The City's portfolio shall be compared to the rate of return of the Three (3) month Treasury Bill as reported by the U.S. Department of the Treasury..

XIV. QUALIFIED INSTITUTIONS

A Depository Bank shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions and the ability to meet the City's banking needs shall be considered, and the Chief Financial Officer shall conduct a comprehensive review of each prospective depository. No deposit of public funds shall be made except in a qualified depository as established and defined by state laws. Banks and Savings and Loan Associations seeking to establish eligibility for the competitive certificates of deposit purchase programs shall submit a current audited financial statement and must comply with the requirements of the Public Funds Investment Act and other applicable laws.

The City shall maintain a list of financial institutions and brokers/dealers that have been selected by credit worthiness and authorized to provide investment services pursuant to this Policy. These may include "primary" dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers" unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained

losses on investments. All Securities dealers shall provide the City with references from public entities they are currently serving.

Brokers/Dealers that desire to become qualified bidders for investment transactions must submit the following documents: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certificate, and certification of having read the City's investment policy signed by a qualified representative of the organization acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires and interpretation of subjective investment standards.

"Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For an organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the Financial Industry Regulatory Authority;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

An annual review of all qualified financial institutions and broker/dealers will be conducted by the investment officer and adopted by the council.

XV. SAFEKEEPING

All instruments purchased by the City shall be held in third party safekeeping by an institution designated as primary agent and shall be conducted on a delivery versus payment basis. The primary agent shall issue a safekeeping receipt with securities held in the City's name to the City listing the specific instrument, rate, maturity and other pertinent information. The City shall enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the City, as may be required by state or federal law. Safekeeping procedures shall be reviewed annually by the City's independent auditor and the Committee.

XVI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the City invests surplus funds, a "bid" process shall be conducted. Bids will be solicited from at least three financial institutions or brokers/dealers. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments which meet the maturity requirement.

The City will consider a successful bid that conforms to this Policy and the law and that provides the highest rate of return with the required maturity. Records will be kept of the bids offered, the bids accepted, and a brief explanation of the decision, which was made regarding the investment.

XVII. COLLATERALIZATION

Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Except for government securities, as security for deposits, the financial institution or broker/dealer shall pledge securities equal to 102 percent of the investment or be adequately covered by FDIC insurance.

Evidence of the pledged collateral shall be maintained by the Chief Financial Officer and held by an independent third party with whom the City has a current custodial agreement. Any financial institution requesting substitution of collateralized securities must contact the Investment Officer for approval and settlement. The substituted security's value will be equal to or greater than the required security value. Written notification of the substitution must be provided to the bank or safekeeping agent prior to any security release.

Collateralized securities such as repurchase agreements shall be purchased using the delivery vs. payment procedure.

In cases where the City purchased any securities from its depository institution, under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), valid collateral pledges for deposits against the FDIC must meet the following requirements:

- A. The security agreement must be in writing.
- B. It must be executed contemporaneously with the acquisition of the asset by the depository institution.
- C. It must be approved by the depository institution's board of directors or loan committee, and that approval must be reflected in the minutes of the board of committee.
- D. It must be an official record of the depository institution continuously since it was executed.

City of Alvin
City Council Meeting



Public Comment Card

(Please Print Clearly)

NAME (required):

Jordon Garza

RESIDENT AND/OR BUSINESS OWNER IN THE CITY OF ALVIN

☒

YES

☐

NO

PHONE #: 346 900 7358

EMAIL: jordan-garza@yahoo.com

I wish to speak on the following:

City Employees payment during a natural disaster

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's place on the dais in the City Council Chamber prior to the beginning of the meeting.

City of Alvin
City Council Meeting



Public Comment Card

(Please Print Clearly)

NAME (required):

TOM STANSEL

RESIDENT AND/OR BUSINESS OWNER IN THE CITY OF ALVIN

☒ YES

☐ NO

PHONE #: 713 247 9356

EMAIL: TSTANSEL@OPLINK.NET

I wish to speak on the following:

FLOOD CLEAN UP

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's place on the dais in the City Council Chamber prior to the beginning of the meeting.

EXHIBIT “B”

List of Authorized Broker/Dealers

AMEGY BANK	LONE STAR INVESTMENT POOL
ALLEGIANCE BANK	MAIN STREET BANK
AMERICAN BANK	MBIA TEXAS CLASS
BANK OF AMERICA	MERRILL LYNCH, INC.
BANK OF HOUSTON	MIDSOUTH BANK NA
BANK OF NEW YORK	METRO BANK
BANK OF TEXAS	MEMORIAL CITY BANK
BANK OF THE WEST	MOODY NATIONAL BANK
BBVA COMPASS	MORGAN KEEGAN, INC.
CAPITAL ONE	MORGAN STANLEY
CAPITAL BANK	NEW FIRST NATIONAL BANK OF ROSENBERG
CENTRAL BANK	OASIS CAPITAL BANK
CHASEWOOD BANK	OMNI BANC
CITIBANK N.A.	PARTNERS BANK OF TEXAS
COMERICA BANK	PATRIOT BANK
COMMERCIAL STATE BANK	PLAINS CAPITAL BANK
COMMUNITY BANK OF TEXAS	PLAINS STATE BANK
COMMUNITY STATE BANK	POST OAK BANK
COASTAL SECURITIES	PREFERRED BANK
ENCORE BANK	PROSPERITY BANK
ENTERPRISE BANK	RBC CAPITAL MARKETS
FEDERATED INVESTORS, INC.	REGIONS BANK
FIDELITY INVESTMENTS	SECURITY STATE BANK
FIRST BANK OF CONROE	SPIRIT OF TEXAS BANK
FIRST BANK OF TEXAS	SOUTHWEST SECURITIES
FIRST BANK AND TRUST	STATE BANK OF TEXAS
FIRST COMMUNITY BANK	STERLING BANK
FIRST NATIONAL BANK	TEXPOOL
FIRST NATIONAL BANK BASTROP	TEXSTAR INVESTMENT POOL
FIRST NATIONAL BANK EDINBURG	TEXAN BANK (formerly Bank of Fort Bend)
FIRST TEXAS BANK	TEXAS CAPITAL BANK
FISERV INVESTOR SERVICES	TEXAS CLASS INVESTMENT POOL
FIRST SOUTHWEST ASSET MANAGEMENT INC	TEXAS COMMUNITY BANK
FOUNDERS BANK	TEXAS FIRST BANK
FROST BANK	TEXAS INDEPENDENT BANK
GREEN BANK	TEXAS SAVINGS BANK
HERITAGE BANK	TEXAS CITIZENS BANK
HERRING NATIONAL BANK	THE BANK OF RIVER OAKS
HOMETOWN BANK N.A.	THE RIGHT BANK FOR TEXAS
HOUSTON COMMUNITY BANK	TRADITION BANK
HOUSTON SAVINGS	TRUSTMARK NATIONAL BANK
ICON BANK	TRI STAR FINANCIAL
INDEPENDENCE BANK	UNITY NATIONAL BANK
INTERNATIONAL BANK OF COMMERCE	US BANK
JP MORGAN CHASE	VISTA BANK TEXAS
LIBERTAD BANK	WALLIS STATE BANK
LEGACY TEXAS BANK	WELLS FARGO
LOCAL GOVT INVESTMENT COOPERATIVE	WESTBOUND BANK
LONE STAR BANK	WHITNEY BANK
	WOODFOREST NATIONAL BANK

Government Treasurers' Organization of Texas

March 10, 2017

Junru Roland
Assistant City Manager/Chief Financial Officer
City of Alvin
216 West Sealy St
Alvin, TX 77511

Dear Junru Roland:

On behalf of the Investment Policy Review Committee, I am pleased to inform you that the Government Treasurers' Organization of Texas (GTOT) has awarded the **Certificate of Distinction** to the City of Alvin, Texas, for its Investment Policy. Members of the Review Committee congratulate the Board for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

Congratulations once again on an excellent policy and thank you for participating in our certification program. Your certificate is being mailed under separate cover and is good for a two-year period ending March 31, 2019.

Sincerely,



Wally Waits, Chair
GTOT Investment Policy Review Committee



Government Treasurers' Organization of Texas

Certification of Investment Policy

Presented to

City of Alvin

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.


Government Treasurers' Organization of Texas
President


Investment Policy Review Committee
Chairperson

For the two-year period ending March 31, 2019



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Finance

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$162,713.25 for the City of Alvin windstorm and hail coverage for FY18, and authorize the City Manager to sign the Proposal Acceptance Form.

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

Summary: Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e.: hurricane and hail damage. The City's general property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP]) does not provide full windstorm and hail coverage for all city facilities. Currently, TMLIRP only provides windstorm coverage through their Coastal Storm Fund for wind resistive facilities; which include City Hall, the Alvin Museum, and the Wastewater Treatment Building. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current (annual) windstorm policy with VOSCO expires Oct 1, 2017.

VOSCO canvassed the open marketplace and approached 25 different carriers on behalf of the City of Alvin. The City received three quotes, including a quote from Texas Windstorm Insurance Association (TWIA). Each carrier modeled and reviewed multiple layers (i.e.: primary, buffers, and excess) as well as various terms (eg: deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. The options are as follows:

1. Option 1 – TWIA
 - a. Total Insurable Value Limit \$16 million
 - b. Deductible \$1% per item or \$1,000 whichever is greater for deductible
 - c. Premium \$150,055
2. Option 2 – AmRisc Carriers
 - a. Total Insurable Value Limit \$21.5 million
 - b. Deductible \$10,000 per occurrence
 - c. Premium \$123,354
3. Option 3 – AmRisc Carriers
 - a. Total Insurable Value Limit \$32.9 million
 - b. Deductible \$10,000 per occurrence
 - c. Premium \$162,713.25

Staff and VOSCO recommend Option #3 for the following reasons:

- 1.) Option 3 provides the lowest property insurance rate per \$100 of total insurable value.
 1. Option 1: \$0.94
 2. Option 2: \$0.57
 3. **Option 3: \$0.49**
- 2.) Options 1 & 2 do not provide coverage for the following City facilities and equipment:
 1. Elevated Water Tank – Dyche Lane (insured value \$1.4 million)
 2. Elevated Water Tank – Mustang Rd. (insured value \$1.4 million)
 3. Elevated Water Tank – N. Bypass (insured value \$1.8 million)
 4. WWTP Office/Shelter/Equipment (insured value \$2.7 million)
 5. Various Park Facilities & Playground Equipment (insured value \$1.5 million)
- 3.) Competitive Pricing. Of the available markets, neither of the 25 carriers were able to compete with AmRisc's terms and pricing; and offered no formal proposal.

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

Funding Expected: Revenue ____ Expenditure x N/A ____ **Budgeted Item:** Yes x No ____ N/A ____
Funding Account: Multiple Accounts **Amount:** _____ **1295 Form Required?** Yes ____ No ____
Legal Review Required: N/A ____ Required x **Date Completed:** _____

Supporting documents attached:

- Windstorm proposals

Recommendation: Move to approve annual windstorm renewal Option #3 from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$162,713.25 for the City of Alvin windstorm and hail coverage for FY18, and authorize the City Manager to sign the Proposal Acceptance Form.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒



VICTOR O.
SCHINNERER
& COMPANY, INC.

September 7, 2017

Mr. Junru Roland
Chief Financial Officer
City of Alvin
216 W Sealy St
Alvin, TX 77511

RE: Wind/Hail Renewal Proposal
Expiring Policy(s): TWIA #45894710
Renewal Date: October 1, 2017

Dear Mr. Roland:

Enclosed is your 2017-2018 Windstorm Renewal Proposal with an expiration date of October 1, 2017 prepared by Victor O. Schinnerer & Co., Inc., (VOSCO) your windstorm insurance agent.

VOSCO has prepared your renewal proposal by using your expiring windstorm insurance policy and information received from or shared with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) as part of our relationship with them.

Please refer to the attached proposal for specifics regarding limits, deductibles, coinsurance and other additional optional coverages available. For actual terms, conditions, limitations, exclusions and warranties, please refer to the insurance policy specifically.

If you have any questions or find items needing to be amended, please contact me at (800) 284-4747 to discuss.

When you elect to bind coverage, please email signed acceptance forms to belinda.g.wallace@schinnerer.com no later than **September 22, 2017** to maintain continuous coverage.

Sincerely,

Belinda G. Wallace
Account Executive

cc: Michael Kuykendall, TMLIRP/Austin
Linda Morvant, TMLIRP/Houston

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

City of Alvin
October 1, 2017 to October 1, 2018

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Item/ Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
1	TWIA	Commercial	\$16,014,580	100%	Replacement Cost	1% per item or \$1,000, whichever is greater	\$150,055.	N/A	N/A	\$150,055.00

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
2	AmRisc Carriers (Primary)	Commercial	\$21,525,313	Waived	Replacement Cost	\$25,000	\$102,490.00	\$12,610.00	\$5,755.00	\$123,354.00
	Underwriters at Lloyds	Deductible Buyback	\$21,525,313.	Waived		Buydown of \$15,000 for total deductible of \$10,000	\$1,750.00	\$630.00	\$119.00	

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
3	AmRisc Carriers (Primary)	Commercial	\$32,933,773	Waived	Replacement Cost	\$25,000	\$137,360.00	\$15,225.00	\$7629.25	\$162,713.25
	Underwriters at Lloyds	Deductible Buyback	\$32,933,773	Waived		Buydown of \$15,000 for total deductible of \$10,000	\$1,750.00	\$630.00	\$119.00	

HURRICANE SEASON IS FROM JUNE 1 – NOVEMBER 30

(refer to Designated Named Storms)

Account Summary

Option 1 (based on expiring)	1) This option is based on the expiring TWIA policy schedule with minimal changes determined by a comparison of items covered on the expiring windstorm policy and items currently on the TMLIRP schedule. 2) The TML Intergovernmental Risk Pool currently provides Excess wind coverage at certain locations where total building values exceed the TWIA maximum limit of \$4,424,000. The Pools' coverage at these locations is limited to that portion of any loss which is greater than the building and/or contents limits scheduled on your TWIA policy. 3) The TML Intergovernmental Risk Pool currently provides windstorm coverage thru their Coastal Storm Fund for City Hall (bldg. & contents), Alvin Historical Museum (bldg. only) and the Water Treatment Blower (bldg. & contents). 4) <u>If you have questions about coverage limits or projected cost for Item #'s 2 & 3 above, please contact your TMLIRP underwriter at (800)537-6655. These are NOT included in the Option 1 proposal.</u> 5) Unless otherwise noted, additional coverages available by endorsement are <u>NOT</u> included (Increased Cost of Construction, Business Income, etc...)
Option 2	1) This option is based on locations previously covered by TWIA and the TMLIRP Coastal Storm Fund. In this "open market" proposal there is no maximum limit therefore there is no need for Excess coverage.
Option 3	1) This option is based on the locations listed on the AmRisc Schedule of Values attached, determined by the comparison of items currently on the TMLIRP schedule. It affords coverage for many items not previously eligible for coverage thru the TWIA program. 2) Location and excess coverage previously provided by TMLIRP are included in this option.

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor O. Schinnerer & Company, Inc. no later than **Sept 22, 2017.**

Please Return To:

Victor O. Schinnerer & Company, Inc.
3100 Wilcrest Drive, Ste 200
Houston, TX 77042
Phone: (800) 284-4747
Belinda.G.Wallace@Schinnerer.com

PREMIUM PAYMENT

Windstorm & Hail Coverages Accepted

Selection	Option #	Total Limit	Premium
☐	1	16,014,580	\$150,055.00
☐	2	21,525,313	\$123,354.00
☐	3	33,008,093	\$162,713.25

By accepting this proposal, you acknowledge and understand a minimum policy premiums may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal .

I, the undersigned, as an authorized representative of:

City of Alvin

do hereby accept on behalf of the above named political
subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official: _____

Title: _____

Date: _____

TMLIRP OFFICE USE ONLY

Contribution: _____ Verified by: _____ Contract #: _____

☐ New Member ☐ Member Re-awarding ☐ Member Adding Coverage

Option 1

Windstorm Property Location Schedule

ENTITY:

City of Alvin

Policy Effective Date **10/1/2017**
 Policy Expiration Date **10/1/2018**

Total Values **P/R Earned**
16,014,580 **-**

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
7	8	EMS Offices	709 E House Street	77511	1994	2700	M	B	496,090	4,893
8	8	EMS Offices - contents	709 E House Street	77511			M	C	204,000	1,718
9	38	Equipment Storage	1100 W Hwy 6	77511	1993	5820	M	B	159,509	1,731
11	11	Fire Station	302 W House Street	77511	1966	10002	M	B	834,495	7,923
12	11	Fire Station - contents	302 W House Street	77511			M	C	204,000	1,718
13	12	Fire Substation	310 Medic Lane	77511	1986	3200	M	B	297,478	3,044
14	12	Fire Substation - contents	310 Medic Lane	77511			M	C	30,600	258
17	13	Library	105 S Gordon Street	77511	1996	18164	M	B	2,397,026	20,690
18	13	Library - contents	105 S Gordon Street	77511			M	C	185,908	1,621
19	37	Old Railroad Depot	119 E Willis	77511	1910	2500	F	B	332,784	4,139
20	23	Park Recreation Administration	800 Dyche Lane	77511	1993	5200	M	B	227,474	2,384
21	23	Park Recreation Administration - contents	800 Dyche Lane	77511			M	C	51,000	455
22	28	Police Station	1500 S Gordon Street	77511	1996	19778	M	B	2,424,000	27,510
23	28	Police Station - contents	1500 S Gordon Street	77511			M	C	2,000,000	14,469
24	27	Senior Citizens Center	309 W Sealy Street	77511	1999	10931	M	B	967,960	9,191
25	27	Senior Citizens Center - contents	309 W Sealy Street	77511			M	C	80,580	719
28	24	Water Treatment Plant - contents	7100 S County Road 160	77511	1994	2641	M	C	291,075	2,394
29	82	Fire Station #3	2700 FM 1462	77511	2008	5420	M	B	872,406	8,283
30	82	Fire Station #3 - contents	2700 FM 1462	77511			M	C	11,220	89
31	102	Briscoe Concession Bldg	3625 Natures Way	77511	2009	1300	M	B	234,600	2,459
32	17	Shop B	1100 W Hwy 6	77511	1970	3150	M	B	310,547	3,140
33	17	Shop B - contents	1100 W Hwy 6				M	C	51,000	455
34	19	Office/Warehouse A	1100 W Hwy 6	77511	1970	14855	M	B	1,230,020	11,375
35	19	Office/Warehouse A - contents	1100 W Hwy 6				M	C	61,801	551
36	26	Service Facility C	1100 W Hwy 6	77511	1970	4058	M	B	172,007	1,866

Windstorm Property Location Schedule

ENTITY:

City of Alvin

Policy Effective Date

10/1/2017

Policy Expiration Date

10/1/2018

Total Values

P/R Earned

16,014,580

-

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
37	26	Service Facility C - contents	1100 W Hwy 6				M	C	51,000	455
38	104	Animal Shelter	550 W Hwy 6	77511	2014	8411	M	B	1,836,000	16,526

TOTAL VALUES: 16,014,580 150,057

Note: If any item listed is located in one of the designated National Flood Insurance Program (NFIP) Zones V, VE or V1-V30 and the structure has been constructed, altered, remodeled or enlarged on or after September 1, 2009, flood coverage is required to be eligible for windstorm coverage from the Texas Windstorm Insurance Association (TWIA). This applies to both new and renewal policies. The flood insurance requirement does not extend to structures being "repaired". "Repair" is defined as any reconstruction/restoration of an existing structure that is deteriorated or damaged.

It is the insured's responsibility to identify and disclose to our office any of the described structures subject to this eligibility requirement prior to inception. Proof of flood coverage for those structures will be required to be eligible for coverage from TWIA. Our office can assist you in placing flood coverage if necessary.

COINSURANCE ILLUSTRATION

Example 1: (No Penalty Applied)

80% Coinsurance

Building Replacement Cost is \$100,000
Building Limit of Liability is \$90,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 80\% = \$80,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.)

(Step 2) – $1\% \text{ or } \$1,000 \times \$90,000 = \$900$ (The deductible applied is \$1,000.)
(minimum deductible applies)

(Step 3) – $\$40,000 - \$1,000 = \$39,000$ (This is the amount TWIA will pay for the loss.)

100% Coinsurance

Building Replacement Cost is \$100,000.
Building Limit of Liability is \$100,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 100\% = \$100,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.)

(Step 2) – $1\% \text{ or } \$1,000 \times \$100,000 = \$1,000$ (The deductible applied is \$1,000.)

(Step 3) – $\$40,000 - \$1,000 = \$39,000$ (This is the amount TWIA will pay for the loss.)

Example 2: (Penalty Applied – Underinsurance)

80% Coinsurance

Building Replacement Cost is \$100,000
Building Limit of Liability is \$70,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 80\% = \$80,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.) Requirement not met

(Step 2) – $70,000 \div 80,000 = .875$

(Step 3) – $40,000 \times .875 = \$35,000$

(Step 4) – $\$35,000 - \$1,000 = \$34,000$ (This is the amount TWIA will pay for the loss.) The remaining \$6,000 is not covered.

COINSURANCE FORMULA

$$\frac{\text{Amount of Insurance Carried}}{\text{Amount of Insurance Required}} \times \text{Amount of the Loss}$$



VICTOR O.
SCHINNERER
& COMPANY, INC.

Texas Windstorm Insurance Association

5700 South MoPac Expressway, Building A, Austin, Texas 78749

P.O. Box 99090, Austin, Texas 78709-9090

1-800-788-8247 / Fax 512-899-4950

TWIA COMMERCIAL POLICY WINDSTORM AND HAIL

THIS POLICY JACKET WITH THE COMMON DECLARATIONS PAGE, COVERAGE PARTS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

THIS POLICY DOES NOT PROVIDE FLOOD OR WAVE WASH COVERAGE. CONSULT YOUR AGENT FOR AVAILABILITY OF FLOOD COVERAGE.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Texas Windstorm Insurance Association's toll-free telephone number for information or to make a complaint at

1-800-788-8247

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

To obtain price and policy form comparisons and other information relating to residential property insurance and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel website:

www.helpinsure.com

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

OMBUDSMAN FOR POLICYHOLDERS:

The Texas Department of Insurance has established the Coastal Outreach and Assistance Services Team (COAST) Program to assist consumers with understanding the TWIA claim process. To obtain assistance from the COAST Program, please refer to the COAST Program website at www.tdi.texas.gov/Consumer/COAST; email ConsumerProtection@tdi.state.tx.us; call toll-free 1-855-352-6278; or write to COAST Program – MC 111-1A, Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted pueda llamar al numero de telefono gratis de Texas Windstorm Insurance Association para informacion o para someter una queja al

1-800-788-8247

Pueda comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Pueda escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

Para obtener formas de comparación de precios y póliza y otra información acerca del seguro de propiedad residencial y del seguro de automóvil, visite el sitio web del Departamento de Seguros de Texas y la Oficina del Asesor Público de Seguros:

www.helpinsure.com

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, pueda entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DEFENSOR DEL PUEBLO PARA LOS ASEGURADOS:

El Departamento de Seguros de Texas ha establecido el Programa de Alcance Comunitario y Servicios de Asistencia para el Área Costera (Coastal Outreach and Assistance Services Team (COAST) Program, por su nombre y siglas en inglés) para ayudar a los consumidores a entender el proceso de las reclamaciones de TWIA. Para obtener ayuda del Programa COAST, visite el sitio Web del Programa COAST en www.tdi.texas.gov/Consumer/COAST; por medio de correo electrónico a ConsumerProtection@tdi.state.tx.us; o llame gratis al 1-855-352-6278; o escriba al Programa COAST – MC 111-1A, Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104.

TEXAS WINDSTORM INSURANCE ASSOCIATION

IMPORTANT NOTICE REGARDING RESOLUTION OF DISPUTES

YOUR ACCESS TO JUDICIAL REVIEW OF OUR DECISIONS UNDER THIS POLICY IS LIMITED BY STATUTE. DISPUTES UNDER THIS POLICY MUST BE RESOLVED THROUGH DISPUTE RESOLUTION PROCEDURES STIPULATED IN THE POLICY CONDITIONS AND THE TEXAS WINDSTORM INSURANCE ASSOCIATION ACT, CHAPTER 2210, TEXAS INSURANCE CODE.

DISPUTES REGARDING ACCEPTED CLAIMS:

If we accept coverage for the claim in full or part, and you dispute the amount of loss, you must demand appraisal no later than the 60th day after the date you receive notice of our decision regarding your claim, or request a 30-day extension not later than the 75th day after you receive notice of our decision regarding your claim. Otherwise, you waive the right to contest our determination of the amount of loss that we will pay.

An appraisal decision is binding on you and us as to the amount of loss we will pay for a fully accepted claim or the accepted portion of a partially accepted claim. You may file a lawsuit not later than two years after the date of the appraisal decision to vacate an appraisal decision and begin a new appraisal process. Otherwise, you may not bring a lawsuit against us with reference to a claim for which we have accepted coverage in full.

The processes, deadlines, and binding effect of appraisal are further described in policy Condition 11.

DISPUTES REGARDING DENIED CLAIMS:

If we deny coverage for the claim in full or part, and you dispute that determination, you must provide us with notice, not later than two years after the date on which you receive notice of our decision regarding your claim, that you intend to bring a lawsuit concerning denial of the claim. Otherwise, you waive the right to contest our denial of the claim, and you are barred from bringing a lawsuit concerning denial of coverage.

We must request alternative dispute resolution (including mediation) not later than the 60th day after we receive your notice of intent to bring a lawsuit. Alternative dispute resolution must be completed not later than the 60th day after we request alternative dispute resolution, unless the period is extended by mutual agreement or by a rule of the commissioner of insurance. If alternative dispute resolution is not completed or you are not satisfied after alternative dispute resolution, you may bring a lawsuit in a district court not later than two years after the date on which you receive notice of our decision regarding your claim. The only issues you may raise in a lawsuit against us are (1) whether our denial of coverage was proper, and (2) the amount of damages permitted under the Texas Windstorm Insurance Association Act, Section 2210.576(b), Texas Insurance Code.

The requirements for notice of intent to bring a lawsuit, alternative dispute resolution, and filing a lawsuit against us are described in policy Condition 12.

OMBUDSMAN FOR POLICYHOLDERS:

The Texas Department of Insurance has established the Coastal Outreach and Assistance Services Team (COAST) Program to assist consumers with understanding the TWIA claim process. To obtain assistance from the COAST Program, please refer to the COAST Program website at www.tdi.texas.gov/Consumer/COAST; email ConsumerProtection@tdi.state.tx.us; call toll-free 1-855-352-6278; or write to COAST Program – MC 111-1A, Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104.

**TEXAS WINDSTORM INSURANCE ASSOCIATION
COMMERCIAL POLICY
WINDSTORM AND HAIL**

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Texas Windstorm Insurance Association - Commercial Policy Windstorm and Hail

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “we”, “us”, and “our” refer to the Texas Windstorm Insurance Association. “You” and “your” refer to the named insured shown in the Declarations.

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Premium Surcharge:

The Texas Insurance Commissioner has the authority to determine that a premium surcharge is necessary to pay public securities issued on behalf of TWIA policyholders and to require you to pay this surcharge. This policy will immediately be subject to any non-refundable premium surcharge determined by the Commissioner and implemented by us.

If a surcharge is implemented, we will notify you in writing and include in the notice the amount you must pay. Payment of the surcharge will then be due 120 days after you receive the notice from us. Failure to pay the surcharge by the deadline will result in cancellation of the policy.

COVERAGES

COVERED PROPERTY

Covered property, as used in this policy, means the following types of property for which a limit of liability is shown in the Declarations.

COVERAGE A (Building)

We cover:

1. Building or structure, meaning everything which is legally part of the building or structure described in the Declarations, unless listed in the PROPERTY NOT COVERED section of the policy. However, we do not cover machinery which is not used solely in the service of the building.
2. Personal property owned by you that is used for the service of and located on the described

location, including:

- a. Fire extinguishing equipment;
- b. Maintenance equipment and supplies;
- c. Floor coverings;
- d. Window shades;
- e. Furnishings of corridors and stairs; and
- f. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundry.

However, you are covered for these items as building landlord, but not if you are a tenant or occupant.

3. Materials and supplies located on or next to the described location used to construct, alter or repair the building or other structures on the described location. The total limit of liability for this coverage is 10% of the Coverage A (Building) limit of liability. This is not additional insurance and does not increase the Coverage A (Building) limit of liability.
4. At your option, 10% of the limit of liability applying to your boarding, rooming, fraternity or sorority houses or apartment buildings (containing 8 or less separate apartments) may be extended as excess insurance to:
 - a. Fences
 - b. Drives
 - c. Walks
 - d. Outdoor Fixtures
 - e. Garages, employee's quarters and other outbuildings used in connection with any such building.

This extension does not apply to structures over or partially over water. This is not additional insurance and does not increase the limit of liability.

COVERAGE B (Business Personal Property)

We cover:

Business personal property located in or on the building described in the Declarations, or in the open on the described location, or in a vehicle or railroad car located within 100 feet of the described building, consisting of the following unless otherwise specified in the Declarations:

1. Furniture and fixtures;
2. Machinery and Equipment;
3. Stock, meaning merchandise held in storage or for sale, raw materials, and goods in process or finished, including supplies used in their packing or shipping;
4. All other personal property owned by you;
5. Personal property of others for which you are legally liable, that is:
 - a. Sold but not delivered;
 - b. Held in trust, on consignment, for storage, or;
 - c. Held for repairs.
6. Personal property of your officers, partners or employees, if not otherwise insured. Loss or damage to the covered property will be adjusted and made payable to you.
7. Labor, materials or services furnished or arranged by you on personal property of others;
8. Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - a. Made a part of the building or structure you occupy but do not own; and
 - b. You acquired or made at your expense but cannot legally remove.
9. Your interest as unit owner in improvements and betterments made to a condominium. Improvements and betterments are fixtures, alterations, installations or additions which are part of:
 - a. The building and contained within the unfinished interior surfaces of the perimeter walls, floors, and ceilings; and
 - b. The exterior surfaces of balconies and terraces.

However, we do not cover property in or on the described location which is defined in the condominium's declarations or by-laws as a common element.

PROPERTY NOT COVERED

1. Unless specifically described in the Declarations, we do not cover:
 - a. Animals;
 - b. Motor or engine propelled vehicles or machines designed for movement on land, including attached machinery or equipment. However, we do cover such vehicles which are not subject to motor vehicle registration, while

located in a fully enclosed building, and are:

- (1) Devices and equipment for assisting the handicapped;
 - (2) Lawn and garden equipment not exceeding 18 horsepower;
 - (3) Golf carts;
 - (4) Vehicles or machines used for recreational purposes while located on the described location;
 - (5) Fork Lifts.
- c. Aircraft, meaning any device used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
 - d. Watercraft, including outboard motors and furnishings or equipment. However, we do cover watercraft, including outboard motors and furnishings or equipment, while located on land, in a fully enclosed building, on the described location.
 - e. Wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property in or on it;
 - f. Radio or television towers, antennas and satellite signal receiving equipment, windmills, wind chargers, and outside erected signs;
 - g. Metal smokestacks, except when securely fastened to walls of a masonry building;
 - h. Greenhouses and cloth awnings;
 - i. Metal screen enclosures and their contents;
 - j. Manuscripts, bullion, records and books of records (except for their physical value in blank);
 - k. Customers' goods in laundries, cleaning, or pressing establishments.
2. **We do not cover:**
 - a. Accounts, currency, deeds, or other evidences of debt, money, or securities.
 - b. Wind turbines
 - c. Breakaway walls, or business personal property contained within a breakaway wall enclosure. Breakaway wall means a wall that is not a part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing

damage to the elevated portion of the building or supporting foundation systems.

- d. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due from the other insurance.

EXTENSIONS OF COVERAGE

1. Debris Removal.

We will pay your expenses to remove debris of covered property caused by or resulting from windstorm or hail that occurs during the policy period. However, we will not pay more than the amount of insurance, nor such proportion of such expense as the amount of insurance bears to the total amount of all insurance, whether such insurance includes this clause or not. This does not increase the limit of liability that applies to the damaged property.

2. Preservation of Property.

If it is necessary to move covered property from the described premises to preserve it from loss or damage by windstorm or hail, we will pay for the expense and any direct physical loss or damage to that property:

- a. While it is being moved or while temporarily stored at another location; and
- b. Only if the loss or damage occurs within 30 days after the property is first moved.

This does not increase the limit of liability that applies to the damaged property.

3. Reasonable Repairs.

If property is damaged by windstorm or hail, we will pay the reasonable cost you incur for necessary repairs made solely to protect covered property from future damage. This coverage does not increase the limit of liability that applies to the property being repaired.

COVERED CAUSES OF LOSS

We insure for direct physical loss to the covered property caused by windstorm or hail unless the loss is excluded in the Exclusions.

EXCLUSIONS

The following exclusions apply to loss to covered property:

1. Flood.

We will not pay under any and all circumstances for loss or damage caused by or resulting from flood, surface water, waves, storm surge, tides, tidal water, tidal waves, tsunami, seiche, overflow of streams or other bodies of water, or spray from any of these, all whether driven by wind or not.

2. Governmental Action.

We will not pay for loss or damage caused by or resulting from seizure or destruction of property by order of governmental authority.

3. War.

We will not pay for loss or damage caused by or resulting from:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Nuclear Hazard.

We will not pay for loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Power Failure.

We will not pay for loss or damage resulting from the failure of power or other utility service supplied to the described premises, if the failure occurs away from the described premises. However, we will pay for loss resulting from physical damage to power, heating or cooling equipment located on the described premises if caused by windstorm or hail.

6. Rain.

We will not pay for loss or damage caused by or resulting from rain, whether driven by wind or not, unless wind or hail first makes an opening in the walls or roof of the described building. Then we will only pay for loss to the interior of the

building, or the insured property within, caused immediately by rain entering through such openings.

7. Electricity.

We will not pay for loss or damage to electrical devices or wiring caused by electricity resulting from artificial causes.

8. Ordinance or Law.

We will not pay for loss or damage caused directly or indirectly by the enforcement of any ordinance or law:

- a. Regulating the construction or repair of any property; or
- b. Requiring the demolition of any property, including the cost of removing its debris.

9. Business Income/Extra Expense.

We will not pay for loss resulting from the interruption of business or manufacture.

10. Mold, Fungi, or Other Microorganisms.

We will not pay for loss or damage caused by or resulting from fungi or mold and other microorganisms, except as provided in 10.b.

- a. "Fungi or mold and other microorganisms" when used in the policy or in this exclusion means the presence, growth, proliferation, spread or any activity of fungi or mold and other microorganisms.

This exclusion also applies to the cost:

- (1) To remove fungi or mold and other microorganisms from covered property covered under this Texas Windstorm Insurance Association policy.
- (2) To tear out and replace any part of the building or other covered property as needed to gain access to the fungi or mold and other microorganisms; and
- (3) Of testing of air or property to confirm the absence, presence or level of fungi or mold and other microorganisms;

- b. This exclusion applies unless the fungi or mold and other microorganisms are located upon the portion of covered property which must be repaired or replaced because of sudden and accidental direct physical damage resulting from wind or hail which would otherwise be covered

under this policy. For purposes of this exclusion, sudden and accidental shall include a loss event that is hidden or concealed for a period of time until it is detectable. A hidden loss must be reported to us no later than 30 days after the date it was detected or should have been detected.

- c. However, the exception to the exclusion described in "b." above does not include:

- (1) the cost to treat, contain, remove or dispose of the fungi or mold and other microorganisms beyond that which is required to repair or replace the covered property physically damaged by water;
- (2) the cost of any testing of air or property to confirm the absence, presence or level of fungi, mold and other microorganisms whether performed prior to, during or after the removal, repair, restoration or replacement;
- (3) the cost of any decontamination of the covered property covered under this Texas Windstorm Insurance Association policy;
- (4) any increase in loss under this Texas Windstorm Insurance Association policy related to loss of use, debris removal, additional living expense, or diminution in value resulting from c. (1), (2), and (3).

11. Asbestos.

We will not pay for any loss or damage caused by or resulting from asbestos. We do pay for direct physical loss caused by windstorm or hail to covered property containing asbestos materials; however, we will not pay for the additional cost or expense to test for, monitor, clean up, remove, contain, treat, abate or assess the effects of asbestos or asbestos-containing materials.

DEDUCTIBLE

We will not pay for loss or damage to any item in any one occurrence until the amount of loss or damage exceeds the Deductible amount shown in the Declarations for that item. We will then pay the amount of loss or damage for that item in excess of the

Deductible amount, up to the applicable limit of liability, after any deduction required by the Coinsurance Condition.

CONDITIONS

1. Policy Period. This policy applies only to loss which occurs during the policy period shown in the Declarations.
2. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.

3. Fraudulent Misrepresentation.

- a. This policy is void as to an insured, if the insured has fraudulently misrepresented in proof of loss or death a fact material to the question of our liability under the policy, and the insured's misrepresentation misled and caused us to waive or lose a valid defense to the policy.
- b. This policy is void as to an insured, if the insured has fraudulently misrepresented in the application for the policy any fact material to the risk, and the insured's misrepresentation contributed to the contingency or event on which the policy became due and payable.

4. Duties After Loss.

- a. Your Duties After Loss.

- (1) In case of a loss to covered property caused by windstorm or hail, you must file a claim with us not later than one year after the date on which the damage to property that is the basis of the claim occurs. The commissioner of insurance, on a showing of good cause by a person insured by us, may extend the one-year period to file a claim for a period not to exceed 180 days. You may also submit with your claim any bids, estimates, reports, photographs, invoices, bills, receipts, inventories, comments, documents, records and other

information.

- (2) You must provide us with the information we request under Condition 4.b.(1).
- (3) You must protect the property from further damage.
- (4) You must make reasonable, necessary and temporary repairs to protect the property.
- (5) You must keep an accurate record of repair expenses.
- (6) You must provide us access to the damaged property as often as we reasonably require.

- b. Our Duties After Loss.

- (1) Not later than the 30th day after the date the claim is filed, we may request in writing information that is necessary to determine whether to accept or reject the claim.
- (2) Not later than the 60th day after the date we receive a claim or the 60th day after the date we receive information requested under Condition 4.b.(1), whichever is later, we shall provide you, in writing, notice of the amount of the loss we will pay, if any, and notice that:
 - (i) we have accepted coverage for the claim in full;
 - (ii) we have accepted coverage for the claim in part and have denied coverage for the claim in part; or
 - (iii) we have denied coverage for the claim in full.
- (3) We must, on request, provide you reasonable access to all information relevant to the determination by us concerning the claim. You may copy the information at your own cost or may request that we provide a copy of all or part of the information to you. We may charge you the actual cost incurred by us in providing a copy of the information requested, excluding any amount for labor involved in making any information or copy of information available to you.

5. Loss Payment.

- a. If we notify you under Condition 4.b.(2) that we will pay your claim, or part of your claim, we must make payment not later than the 10th day after we notify you.
- b. If payment of your claim or part of your claim requires the performance of an act by you, we must make payment not later than the 10th day after the date the act is performed.

6. Loss Settlement. Covered property losses are settled as follows:

- a. We will use any guidelines published by the commissioner of insurance under Insurance Code Sec. 2210.578(f) to evaluate and settle claims involving the extent to which a loss to insured property was incurred as a result of wind, waves, tidal surges, or rising waters not caused by waves or surges.
- b. Our liability and payment for covered losses will not exceed the smallest of the following:
 - (1) The actual cash value of the damaged property at the time of loss, determined with proper deduction for depreciation;
 - (2) The cost to repair or replace the damaged property with material of like kind and quality; or
 - (3) The specified limit of liability of the policy.
- c. We will not pay you more than your financial interest in the covered property.
- d. If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

7. Coinsurance. If a coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss if the actual cash value of covered property at the time of loss times the coinsurance percentage shown for it in the Declarations is greater than the limit of liability for the property.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the actual cash value of covered property at the time of loss by the

coinsurance percentage;

- b. Divide the limit of liability of the property by the figure determined in step a.;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in step b.; and
- d. Subtract the deductible from the figure determined in step c.

We will pay the amount determined in step d. or the limit of liability, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In applying this coinsurance clause we will disregard the value of foundations of buildings which are below the surface of the lowest basement floor or, where there is no basement, which are below the surface of the ground.

We will not consider the cost of removal of debris in the determination of actual cash value when applying the coinsurance clause.

We will not require a special inventory or appraisal of undamaged property if your total claim for loss is:

- a. Less than \$10,000; and
- b. Less than 5% of the limit of liability on described property.

This provision does not waive any of the requirements of the coinsurance clause.

Example No. 1 (Underinsurance):

When:

The actual cash value of the property is \$250,000

The coinsurance percentage for it is 80%

The limit of liability for it is \$100,000

The deductible is \$1000

The amount of loss is \$40,000

Step (1) $\$250,000 \times 80\% = \$200,000$

(the minimum amount of insurance to meet your coinsurance requirements)

Step (2) $\$100,000 \div \$200,000 = .50$

Step (3) $\$40,000 \times .50 = \$20,000$

Step (4) $\$20,000 - \$1000 = \$19,000$

We will pay no more than \$19,000. The remaining \$21,000 is not covered.

Example No. 2 (Adequate insurance)

When:

The actual cash value of the property is \$250,000

The coinsurance percentage for it is 80%

The limit of liability for it is \$200,000

The deductible is \$2000

The amount of loss is \$40,000

Step (1) $\$250,000 \times 80\% = \$200,000$

(the minimum amount of insurance to meet your coinsurance requirements)

Step (2) $\$200,000 \div \$200,000 = 1.00$

Step (3) $\$40,000 \times 1.00 = \$40,000$

Step (4) $\$40,000 - \$2000 = \$38,000$

We will pay \$38,000 of the loss. No penalty applies.

8. Mortgage Clause (Without Contribution).

- a. The word "mortgagee" includes trustee.
- b. We will pay for any covered loss of or damage to buildings or structures to the mortgagee shown in the Declarations as interests appear.
- c. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgagee has the right to receive loss payment if the mortgagee:

(1) At our request, pays any premiums due under this policy, if you have failed to do so.

(2) Submits to us any information we requested from you under Condition 4.b.(1) promptly after receiving notice from us of your failure to do so.

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgagee.

All of the terms of this policy will then apply directly to the mortgagee. Failure of the mortgagee to comply with d.(1), d.(2) or d.(3) above shall void this policy as to the interest of the mortgagee.

- e. If we pay the mortgagee for any loss or damage and deny payment to you because of

your acts or because you have failed to comply with the terms of this policy:

- (1) The mortgagee's rights under the mortgage will be transferred to us to the extent of the amount we pay;
- (2) The mortgagee's right to recover the full amount of the mortgagee's claim will not be impaired.

At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If this policy is canceled, we will give the mortgagee specifically named in the Declarations written notice of cancellation.

If we cancel the policy, we will give the mortgagee the same number of days' notice of cancellation we give you.

If you cancel the policy, we will give the mortgagee notice of cancellation to be effective on the date stated in the notice. The effective date of cancellation cannot be before the 10th day after we mail notice.

We will not give notice of cancellation to any successor or assignee of the mortgagee named in this policy.

- g. If the property described is a dwelling and is foreclosed upon under the deed of trust, the mortgagee may cancel this policy of insurance and will be entitled to any unearned premiums from this policy.

The mortgagee must credit any unearned premium against any deficiency owed by the borrower and return any unearned premium not so credited to the borrower.

9. Other Insurance.

- a. If property covered by this policy is also covered by other insurance, we will pay only the proportion of a loss caused by windstorm or hail under this policy that the limit of liability applying under this policy bears to the total amount of insurance covering the property.
- b. If glass or an item of personal property is insured specifically under any other policy, then this policy applies as excess insurance over the specific insurance.
- c. If a loss covered by this policy is also covered by other insurance in the name of a condominium association, the insurance

provided in this policy will be excess over the amount collectible under the other insurance.

10. Limited Judicial Remedies.

Your access to judicial review of our decisions under this policy is limited by statute.

- a. You may not bring a private lawsuit against us, our agent or representative under Chapters 541 (concerning unfair methods of competition and unfair or deceptive acts or practices) or 542 (concerning processing and settlement of claims), Texas Insurance Code. Subchapter L-1, Chapter 2210, Texas Insurance Code provides the exclusive remedies for claims against us, our agent or our representative.
- b. You may not bring a class action suit against us.
- c. We and our agents or representatives may not be held liable for damages under Chapter 17, Texas Business and Commerce Code (concerning deceptive trade practices), or under any provisions of any law providing for additional damages, punitive damages, or a penalty, except as otherwise specified by the Texas Windstorm Insurance Association Act, Chapter 2210, Texas Insurance Code.
- d. You may not bring a lawsuit against us with reference to a claim for which we have accepted coverage in full, except as provided by Condition 11.
- e. You may not bring a lawsuit against us with reference to the amount of loss we will pay for a claim in full or in part, except as provided by Condition 11.
- f. You may not bring a lawsuit against us with reference to a claim for which we have denied coverage in full or in part, except as provided by Condition 12.

11. Disputes Concerning the Amount of Loss Exclusive Remedy.

- a. If you dispute the amount we will pay for a claim, your exclusive remedy under this policy is appraisal.
- b. If you choose to demand appraisal, you must

do so no later than the 60th day after the date you receive notice from us that we accept coverage for a claim in full or in part as provided by Condition 4.b.(2).

- c. You may request in writing that the 60-day period to demand appraisal be extended:
 - (1) not later than the 75th day after the date you receive written notice from us that we accept coverage for a claim in full or in part; and
 - (2) we may grant an additional 30-day period in which you may demand appraisal, on a showing of good cause.
- d. You may request from us a detailed summary of the manner in which we determined the amount of the loss we will pay.
- e. If you do not demand appraisal before the 61st day after we notify you that we accept coverage for a claim in full or in part, or before the 31st day after we grant an extension for good cause, you waive your right to contest our determination of the amount of loss we will pay for that claim.
- f. Appraisal Process.
 - (1) If you demand appraisal of the amount we will pay for a claim, you and we will each select a competent and independent appraiser. You shall notify us of your appraiser's identity. We shall notify you of our appraiser's identity within 10 days after we receive notice of your appraiser's identity. The two appraisers will choose a competent and independent umpire. If they cannot agree upon an umpire within 15 days, the commissioner of insurance shall select an umpire from a roster of qualified umpires maintained by the Texas Department of Insurance.
 - (2) The two appraisers will then determine the amount of loss, stating separately for the portion of the claim for which we have accepted coverage in full or in part:
 - (i) The actual cash value of the damaged property at the time of loss, determined with proper deduction for depreciation; and

- (ii) The cost to repair or replace the damaged property with material of like kind and quality.
 - (3) If you or we request that they do so, the appraisers will also determine:
 - (i) the full replacement cost of the building at the time of loss for purposes of the Loss Settlement Condition; and
 - (ii) the value of the covered property at the time of loss for purposes of the Coinsurance Condition.
 - (4) If you or we request that they do so, the appraisers will also determine the amount that you necessarily spent to repair or replace the damaged property.
 - (5) If you or we request that they do so, the appraisers will also determine the amount of loss for any extensions of coverage for which we have accepted coverage in full or in part.
 - (6) If the appraisers fail to agree, they will submit their differences to the umpire. An itemized decision agreed to by any two of these three and filed with us will determine the amount of the loss.
 - (7) You and we are responsible in equal shares for paying the costs incurred or charged in connection with the appraisal, including expenses of the appraisers and umpire. If we pay more than our share of the costs of appraisal, our liability and payment for covered losses shall be reduced by the amount we pay in excess of our share.
- g. The appraisal decision is binding upon you and us and is not otherwise reviewable or appealable, unless:
- (1) the appraisal decision was obtained by corruption, fraud, or other undue means;
 - (2) your or our rights were prejudiced by:
 - (i) evident partiality by an appraisal umpire;
 - (ii) corruption by an appraiser or umpire; or
 - (iii) misconduct or willful misbehavior of an appraiser or umpire; or
- (3) an appraiser or umpire:
- (i) exceeded the appraiser's or umpire's powers;
 - (ii) refused to postpone the appraisal after a showing of sufficient cause for the postponement;
 - (iii) refused to consider evidence material to the claim; or
 - (iv) conducted the appraisal in a manner that substantially prejudiced your or our rights.
- h. If you or we believe the appraisal decision is appealable as a result of any reason listed in Condition 11.g., you or we may file a lawsuit to vacate the appraisal decision in a district court in the county in which the loss that is the subject of the appraisal occurred. A lawsuit under this paragraph must be filed not later than two years after the date of an appraisal decision. If the court vacates the appraisal decision, you and we must begin the appraisal process again.
12. Disputes Concerning Denied Coverage – Exclusive Remedy.
- a. If you dispute our decision to deny coverage for a claim in full or in part, prior to bringing a lawsuit against us, you must provide notice to us of your intent to bring a lawsuit. You may use a form supplied by us.
 - b. If you do not provide notice of intent to bring a lawsuit against us within two years after the date you receive notice from us that we denied a claim in full or in part as provided by Condition 4.b.(2), you waive your right to contest our partial or full denial of coverage and you are barred from bringing a lawsuit against us concerning the denial of that claim.
 - c. As a prerequisite for filing a lawsuit against us, we may require you to submit the dispute to alternative dispute resolution by mediation or moderated settlement conference, as provided by Chapter 154, Texas Civil Practice and Remedies Code. If we require an alternative dispute resolution:

- (1) we must request the alternative dispute resolution in writing not later than the 60th day after the date we receive your notice of intent to bring a lawsuit against us; and
- (2) except as provided by Condition 12.c.(3), the alternative dispute resolution must be completed not later than the 60th day after the date we request the alternative dispute resolution in writing.
- (3) The 60-day period for completion of the alternative dispute resolution can be extended by:
 - (i) your and our mutual consent; or
 - (ii) rule adopted by the commissioner of insurance.

d. Mediation.

- (1) If we request alternative dispute resolution by mediation and you and we are unable to agree on a mediator, the commissioner of insurance shall select a mediator from a roster of qualified mediators maintained by the Texas Department of Insurance.
- (2) If we request alternative dispute resolution by mediation, you and we will be equally responsible for the expenses of mediation.

e. Lawsuit Against Us.

- (1) You may bring a lawsuit against us concerning the denial of a claim only if you have notified us of your intent to bring a lawsuit as required by Condition 12.a.
- (2) As provided by Condition 12.c., we have 60 days from the receipt of your notice of intent to bring a lawsuit against us to request that you submit your dispute with us to alternative dispute resolution. You may not bring a lawsuit against us prior to the expiration of that 60-day period, unless we waive our right to request alternative dispute resolution of that claim dispute in writing.
- (3) If we request alternative dispute resolution as provided by 12.c., you may

bring a lawsuit against us if:

- (i) the alternative dispute resolution was not completed within 60 days from the date we made the request, and no extension was granted under Condition 12.c.(3);
 - (ii) the alternative dispute resolution was not completed prior to the expiration of an authorized extension of the 60- day period, as provided by Condition 12.c.; or
 - (iii) you are not satisfied after completion of the alternative dispute resolution.
- (4) You must bring any lawsuit against us concerning the denial of a claim not later than two years after the date on which you receive written notification from us that we have denied a claim in full or in part as provided by Condition 4.b.(2).
 - (5) You must bring any lawsuit against us concerning the denial of a claim in a district court in the county in which the loss that is the subject of the coverage denial occurred.
 - (6) If you bring a lawsuit against us concerning the denial of a claim prior to providing notice as required under Condition 12.a., the court shall abate the lawsuit until you provide the notice to us and, if requested by us, the dispute has been submitted to alternative dispute resolution.
 - (7) Limitation on Scope of Lawsuit. You may only bring a lawsuit against us concerning the denial of a claim to determine:
 - (i) whether our denial of coverage was proper; and
 - (ii) the amount of damage to which you are entitled to recover, if any.
 - (8) Limitation on Damages Concerning Denied Coverage.
 - (i) You may recover only:
 - (A) the covered loss payable under

the terms of this policy, less any amount already paid by us for any portion of a covered loss;

(B) prejudgment interest, at the rate provided in Subchapter B, Chapter 304, Texas Finance Code, from the first day after the date specified by Condition 5., by which we were or would have been required to pay an accepted claim in full or in part; and

(C) court costs and reasonable and necessary attorney's fees.

(ii) Nothing in the Texas Windstorm Insurance Association Act, Chapter 2210, Texas Insurance Code, including the limitation on damages described by Condition 12.e.(8)(i), may be construed to limit the consequential damages, or amount of consequential damages, that you may recover under common law in a lawsuit against us.

(iii) You may recover damages in an amount not to exceed two times the damages associated with a covered loss payable under the terms of the policy and any consequential damages recoverable under common law, if you show by clear and convincing evidence that we mishandled your claim to your detriment by intentionally:

(A) failing to meet the deadlines or timelines established in the Texas Windstorm Insurance Association Act under Subchapter L-1, Chapter 2210, Texas Insurance Code, without good cause, including the applicable deadline established for payment of an accepted claim or the accepted portion of a claim;

(B) disregarding applicable guidelines published by the commissioner of insurance under Section 2210.578(f), Texas Insurance Code;

(C) failing to provide written notice that we have accepted or rejected a claim as provided for under Condition 4.b.(2);

(D) rejecting a claim without conducting a reasonable investigation with respect to the claim; or

(E) denying coverage for a claim in full or in part, if our liability has become reasonably clear as a result of our investigation with respect to the portion of the claim that was denied.

For purposes of Condition 12.e.(8)(iii), "intentionally" means actual awareness of the facts surrounding the act or practice listed under Condition 12.e.(8)(iii), coupled with the specific intent that you suffer harm or damages as a result of the act or practice. Specific intent may be inferred from objective manifestations that we acted intentionally or from facts that show that we acted with flagrant disregard of the duty to avoid the acts or practices listed under Condition 12.e.(8)(iii).

13. Commissioner Extension of Deadlines. The commissioner of insurance, on a showing of good cause, may by rule extend any deadline established under policy Condition 4, 5, 11 and 12 by periods not to exceed 120 days in the aggregate with reference to claims filed during a particular catastrophe year.

14. Appeals Other Than Claims Disputes. A person insured under this policy, or their representative, who is aggrieved by an act, ruling or decision by us, may appeal to the commissioner of insurance not later than the 30th day after the date of that act, ruling or decision. This policy condition does not apply to a person who is required to resolve a dispute under Conditions 11 or 12 or a binding arbitration endorsement to this policy.

15. Subrogation (Transfer of Rights of Recovery Against Others to Us). If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing, prior to a loss to your covered property.

16. Abandonment of Property. There can be no abandonment of property to us.

17. Liberalization. If the commissioner of insurance adopts a revision which would broaden or extend the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened or extended coverage will immediately apply to this policy.
18. Waiver or Change of Policy Provisions. This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent; however, this policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. Your agent is not our authorized representative.
19. Cancellation.
 - a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We will send you any refund due when the policy is returned to us. The refund will be pro rata, subject to a policy minimum retained premium in an amount equal to 90 days or \$100 whichever is applicable. Payment of the minimum retained premium shall not create or extend coverage beyond the cancellation date that you requested. The minimum retained premium is fully earned on the effective date of the policy and you shall owe to us any unpaid balance of the minimum retained premium.
 - b. We may cancel this policy by mailing or delivering to you notice in writing of the date cancellation takes effect. The effective date of cancellation cannot be before the 14th day after we mail or deliver the notice. Our notice of cancellation will state the reason for cancellation and will state that if the refund is not included with the notice, it will be returned on demand. The refund will be pro rata.
20. Assignment. Your rights and duties under this policy may not be transferred without our prior written consent except as provided as follows:
 - a. If you die, your rights and duties will be transferred to your legal representative subject to our right to verify your legal representative's authority to act in your behalf.
 - b. If you sell the real property insured by this policy, you may assign your rights and duties under the policy to the new owner. However:
 - (1) the new owner may not change any of the terms of this policy without our prior written consent; and
 - (2) you, the new owner, or the agent shown in the Declarations must notify us in writing of the change of ownership within 30 days after the real estate closing.
21. Pro Rata Distribution. If one limit of liability applies to two or more separate coverage items A. (building) and B. (business personal property), coverage will apply to each item in the same proportion that the value of each such item bears to the total limit for that item of insurance. This provision does not apply to items to which 100% coinsurance applies.
22. Valuation. We will determine the value of covered property in the event of loss or damage as follows:
 - a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.
 - b. Tenant's Improvements and Betterments at:
 - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease. If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.
- c. Records and books of records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
 - (1) Blank materials for reproducing the records; and
 - (2) Labor to transcribe or copy the records when there is a duplicate.

In Witness Whereof, this Association has executed and attested these presents; but this policy shall not be valid unless countersigned by an authorized representative of this Association.

Secretary, Board of Directors

Handwritten signature of Deborah King in cursive script.

President, Board of Directors

Handwritten signature of George P. Peltier in cursive script.

Option 2



QUOTATION CONFIRMATION

AGENCY: Victor O. Schinnerer & Co., Inc.
6189621

QUOTATION EXP. DATE: 9/24/2017

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

AmRisc Carriers: Underwriters at Lloyd's - Contract Facilities- AM Best A XV
Indian Harbor Insurance Company - AM Best A XV
QBE Specialty Insurance Co - AM Best A XV
Steadfast Insurance Company - AM Best A+ XV
General Security Indemnity Company of Arizona - AM Best A XV
United Specialty Insurance Company - AM Best A VIII
International Insurance Company of Hannover - AM Best A+ XV

Term: 10/1/2017 to 10/1/2018

TIV: \$21,525,313, Breakdown as follows:
Real Property \$17,092,461
Business Personal Property \$4,432,852

Covered Location: Per Schedule on File with AmRisc

Interest Covered: [X] Real Property
[X] Business Personal Property
[X] Other

Perils Covered: Wind & Hail Only

Limit: \$21,525,313 Per Occurrence - As Per Schedule, Not Blanket

Sub-Limits:	\$100,000	Accounts Receivable
	\$100,000	Builder's Risks
	\$10,000	Builder's Risks Soft Costs
	25% of loss	or \$5,000,000, whichever is less - Debris Removal
	\$50,000	Electronic Data & Media
	\$25,000	Errors or Omissions
	\$25,000	Extra Expense/Expediting Expense
	\$50,000	Fine Arts
	\$25,000	Fire Brigade Charges
	\$15,000	Fungus, Molds, Mildew, Spores, Yeast (Annual Aggregate)
	\$50,000	Leased, rented, borrowed, loaned or unscheduled owned Contractors
		Eqpt, subject to a \$10,000 Max Any One Item

\$25,000	Leasehold Interest
\$25,000	Limited Pollution Coverage (Annual Aggregate)
\$25,000	Lock Replacement
\$25,000	Miscellaneous Unnamed Locations
\$1,000,000	Newly Acquired Property (60 Days)
Included	in Building Limit - Ordinance or Law - Coverage A
10% Per Bldg	subject to a Max of \$1,000,000 Per Occurrence - Ordinance or Law - Coverage B & C Combined
Included	in Building Limit - Ordinance or Law - Coverage E
\$10,000	Plants, Lawns, Trees or Shrubs, limited to \$1,000 Any One plant, lawn, tree or shrub
\$10,000	Professional Fees (Annual Aggregate)
\$10,000	Reclaiming, Restoring or Repairing Land Improvement
\$10,000	Reward Reimbursement
\$50,000	Service Interruption (72 Hour Qualifying Period)
\$10,000	Spoilage
\$25,000	Transit
\$25,000	Underground pipes, flues & drains
\$100,000	Valuable Papers and Records

Sublimits apply Per Occurrence, unless noted otherwise. Sublimits are part of, not in addition to, the Limit of Liability shown above.

Deductibles: \$25,000 Per Occurrence

Valuation: Replacement Cost

Coinurance: Nil

Forms: AmRisc Compass

Endorsements: AR TRIA COV 02 15
Standard forms/ends, available upon request.

Terms & Conditions:

- No Flat Cancellations
- 90 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement
- Thirty-Five Percent (35%) Minimum Earned Premium, Subject to the AmRisc Earned Premium Provision
- Fees are fully earned and nonrefundable
- Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties
- Reinstatement penalties shall apply as per AmRisc Payment Terms and Conditions
- Any additional and/or return premium(s) under \$500 shall be waived by the underwriter
- Limits are specific per the Schedule of Values on file with the Company, NOT blanket
- All quotes and binders are subject to satisfactory inspections, recommendation compliance and financials. Inspections shall be ordered by AmRisc, L.P.
- All coverages are as per the standard forms and endorsements in use by AmRisc, L.P. at the time of binding, unless otherwise noted
- Carriers' participation may change at the time of binding or throughout the coverage period

Specific Terms & Conditions:

- 1) Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
- 2) All buildings with outstanding damage are excluded
- 3) Coverage excludes all damage directly or indirectly caused by any Named Storm in existence upon AmRisc receipt of written request to bind.
- 4) This AmRisc Authorization or AmRisc Binder is based on the information submitted on the AmRisc App-SOV. In the event there is conflicting material information between that information shown on the AmRisc App-SOV and other submitted information (Acord forms/etc), the information as shown on the AmRisc App-SOV shall take precedence.
- 5) All outdoor property covered for Wind/Hail

Warrants:

Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.

Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter

Warrant no EIFS Construction

Premium:	\$102,490.00
Policy Fee	\$750.00
Inspection Fee	\$4,175.00
Broker Fee	\$7,685.00
Surplus Lines Tax:	\$5,582.35
Stamping Office Fee:	\$172.65
Total:	\$120,855.00

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$4,843.00
Additional Taxes:	\$242.15
Total including TRIPRA:	\$125,940.15

CONFIDENTIAL

AmRISC Property Application and Statement of Values



Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be **completed**, signed and returned for underwriter's review and acceptance **within 30 days of inception**. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

Named Insured: City of Alvin **Account ID:** 502166
Mailing Address: 216 West Gaeley Alvin TX 77511
Nature of business: Muni

Loc No.	Address	City	State	Zip	Building Area (Sq. ft.)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. of buildings	Initial each Section
1	Per Schedule on file with AmRisc									
2										
3										
4										
5										
6										
Totals:					140,557	0%			26	

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV			
Coins:	N/A	N/A			
Loc No.	Building	BPP			Loc TIV
1	Per Schedule on file with AmRisc				
2					
3					
4					
5					
6					
Totals:	\$16,414,354	\$5,110,959			\$21,625,313

These values often form the basis of the policy's limit of liability. Please review carefully.

List All losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage.				Threshold: \$5,000			
DOL	Description/COL	Incurred	Status (O/C)	DOL	Description/COL	Incurred	Status (O/C)
10/13/14	Unknown	\$36,186	C				

Has any policy or coverage been declined, canceled or non-renewed during the prior 3 years (not applicable in MD)?	NO	Has any applicant been convicted of arson in the past 10 years?	NO
Is the applicant a S-Chapter Corporation, partnership or any other type of sole proprietorship?	NO	Any bankruptcies or tax liens against applicant in prior 5 years?	NO
Does the applicant have any reason that they would not be aware of all losses for the prior 5 years?	NO	Has net income been negative for 2 of the past 3 years? If so, please attach financials or tax returns for 3 years.	NO
For multifamily, are there any HUD managed or Section 8 developments?	NO	Is residential, all there any aluminum distribution wiring?	NO

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

Warranties:

Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.
Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter.
Warrant no EIFS Construction.

List any Discrepancies. Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. The Insured further acknowledges the fraud statement above and understands the Policy will contain a Fraud Notice by state. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

To the best knowledge of the applicant and the producer, the above information is true and complete. Initial each Section.

Applicant Printed Name _____ Title _____ Producer Printed Name _____
Applicant Signature _____ Date _____ Producer Signature _____ Date _____

Initial Each Section Above

AR APP 11 09

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

INSURED: City of Alvin

Account ID: 502166

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate unless the TRIA Program is reauthorized or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$4843
☐	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

This notice applies to the following carriers and their respective participation quoted herein:

Certain Underwriters at Lloyds
Indian Harbor Insurance Company
QBE Specialty Insurance Co.
Steadfast Insurance Company
General Security Indemnity Company of Arizona
United Specialty Insurance Company

International Insurance Company of Hannover

If the policy issued by AmRisc, LLC excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by AmRisc, LLC does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by AmRisc, LLC includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by AmRisc, LLC does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by AmRisc, LLC may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Alvin
Account No.: 502166

Policyholder/Applicant's Signature

Print Name

Date



QUOTATION CONFIRMATION

AGENCY: Victor O. Schinnerer & Co., Inc.
6310101

QUOTATION EXP. DATE: 10/1/2017

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

Carrier: Lloyd's of London

Term: 10/1/2017 to 10/1/2018

TIV: \$21,525,313 or \$32,933,773

Covered Location: Per Schedule on File

Interest Covered: [X] Real Property
[X] Business Personal Property
[X] Other

Perils Covered: Wind/Hail Only

Limit of Liability: Difference between \$25,000 Each Occurrence and the Insured's Retention
Maximum Recoverable \$15,000 Each Occurrence

Insured's Retention: \$10,000 Each Occurrence

Forms: AEGIS London Deductible Buyback

Terms & Conditions:

- No Flat Cancellations
- 100% Minimum Earned Premium
- 60 Day Notice of Cancellation except 10 days for non-payment of premium
- Fees are fully earned and nonrefundable
- Nonpayment of premium(s) is considered insured's request to cancel - requested cancellations are subject to short-rate calculations and severe penalties

Specific Conditions:

- Overlying Deductible is \$25,000 Per Occurrence
- Law and Jurisdiction: This Policy shall be governed by the laws of the State of TX and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition K of Section III of this Policy.
- Service of Suit: Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829

Premium:	\$1,750.00
Policy Fee	\$500.00
Broker Fee	\$130.00
Surplus Lines Tax:	\$115.43
Stamping Office Fee:	\$3.57
Total:	\$2,499.00

CONFIDENTIAL

City of Alvin
2017 SOV - submitted

* Bldg No.	Location Name	*Street Address	*City	*State Code	*Zip	County	*ISO Const	Construction Description	*Orig Year Built	*Real Property Value (\$)	Personal Property Value (\$)	Other Value \$ (outdoor prop & Eqpt must be sch'd)	BI/Rental Income (\$)	*Total TIV	*Square Footage	Flood Zone
1	City Hall w/Flag Pole	216 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1971	\$2,112,167	\$600,000	\$0	\$0	\$2,712,167	16,048	X
5	Office w/Garage	709 E House St	Alvin	TX	77511	Brazoria	3	Noncombustible	1981	\$542,547	\$200,000	\$0	\$0	\$742,547	4,588	X
6	Fire Station w/80kw Generator/Comm Tower/Flag Pole	302 W House St	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1966	\$1,089,765	\$200,000	\$0	\$0	\$1,289,765	10,739	X
7	Fire Substation w/25kw Generator/Comm Tower	110 Medic Ln	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1986	\$265,824	\$30,000	\$0	\$0	\$295,824	3,200	X
8	Library w/Flag Pole/(2)Brick Walls/(2)Gates	105 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1994	\$2,533,790	\$182,263	\$0	\$0	\$2,716,053	18,273	X
9	Shop #B	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$302,672	\$50,000	\$0	\$0	\$352,672	3,150	X
10	Office w/Warehouse #A	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$926,285	\$60,589	\$0	\$0	\$986,874	14,855	X
11	Museum w/Flag Pole	304 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	\$1,128,689	\$0	\$0	\$0	\$1,128,689	7,235	X
12	Administration Bldg w/40kw Generator/(2)WoodFences	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1984	\$271,948	\$50,000	\$0	\$0	\$321,948	5,200	X
14	Blower Bldg w/Pumps/Motors/Equip	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$206,141	\$500,000	\$0	\$0	\$706,141	616	A
15	Service Facility #C	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$103,382	\$50,000	\$0	\$0	\$153,382	4,058	X
16	Senior Citizens Center	309 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	\$1,051,672	\$79,000	\$0	\$0	\$1,130,672	10,931	X
17	Police Station/Comm Tower/Generator/Flag/Walls	1500 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1997	\$3,258,813	\$2,000,000	\$0	\$0	\$5,258,813	19,152	X
25	Museum-Old Railroad Depot	119 E Willis St	Alvin	TX	77511	Brazoria	1	Frame	1910	\$250,670	\$0	\$0	\$0	\$250,670	2,151	X
26	Equipment Shed/Storage	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1980	\$182,787	\$20,000	\$0	\$0	\$202,787	5,776	X
38	Fire Station #3/100kw Generator/Flag/(2)Light Pole	2700 FM 1462	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2007	\$737,686	\$11,000	\$0	\$0	\$748,686	5,623	X
46	Control Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$6,332	\$0	\$0	\$0	\$6,332	108	X
47	Generator-500kW	7100 S CR 160	Alvin	TX	77511	Brazoria	7		0	\$181,645	\$0	\$0	\$0	\$181,645	0	A
48	RES Pump Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$49,823	\$0	\$0	\$0	\$49,823	629	X
49	Sulfur Dioxide Shed	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	\$5,916	\$0	\$0	\$0	\$5,916	336	A
50	Chlorine Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$53,663	\$0	\$0	\$0	\$53,663	760	X
51	Old Storage Building	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	\$7,577	\$0	\$0	\$0	\$7,577	270	X
52	Maintenance Shop	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$23,251	\$0	\$0	\$0	\$23,251	450	X
53	Old Blower Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$36,121	\$0	\$0	\$0	\$36,121	768	X
57	Concession Stand at Bob Briscoe Park	3625 Natures Way (Bob Briscoe Park)	Alvin	TX	77511	Brazoria	1	Frame	2009	\$259,493	\$50,000	\$0	\$0	\$309,493		A
59	Animal Control/Generator/Fence/Gate/Flag Pole	550 W Highway 6	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2014	\$1,503,802	\$350,000	\$0	\$0	\$1,853,802	7,271	AE
										\$17,092,461	\$4,432,852	\$0	\$0	\$21,525,313		

Option 3



QUOTATION CONFIRMATION

AGENCY: Victor O. Schinnerer & Co., Inc.
6189621

QUOTATION EXP. DATE: 9/24/2017

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

AmRisc Carriers: Underwriters at Lloyd's - Contract Facilities- AM Best A XV
Indian Harbor Insurance Company - AM Best A XV
QBE Specialty Insurance Co - AM Best A XV
Steadfast Insurance Company - AM Best A+ XV
General Security Indemnity Company of Arizona – AM Best A XV
United Specialty Insurance Company – AM Best A VIII
International Insurance Company of Hannover – AM Best A+ XV

Term: 10/1/2017 to 10/1/2018

TIV: \$32,933,773, Breakdown as follows:
Real Property \$27,985,921
Business Personal Property \$4,947,852

Covered Location: Per Schedule on File with AmRisc

Interest Covered: [X] Real Property
[X] Business Personal Property
[X] Other

Perils Covered: Wind & Hail Only

Limit: \$32,933,773 Per Occurrence - As Per Schedule, Not Blanket

Sub-Limits:

\$1,000,000	Accounts Receivable
\$250,000	Builder's Risks
\$25,000	Builder's Risks Soft Costs
25% of loss	or \$5,000,000, whichever is less - Debris Removal
\$100,000	Electronic Data & Media
\$25,000	Errors or Omissions
\$100,000	Extra Expense/Expediting Expense
\$250,000	Fine Arts
\$100,000	Fire Brigade Charges
\$15,000	Fungus, Molds, Mildew, Spores, Yeast (Annual Aggregate)
\$100,000	Leased, rented, borrowed, loaned or unscheduled owned Contractors
	Eqpt, subject to a \$25,000 Max Any One Item

\$100,000	Leasehold Interest
\$100,000	Limited Pollution Coverage (Annual Aggregate)
\$25,000	Lock Replacement
\$100,000	Miscellaneous Unnamed Locations
\$1,000,000	Newly Acquired Property (60 Days)
Included	in Building Limit - Ordinance or Law - Coverage A
20% Per Bldg	subject to a Max of \$1,000,000 Per Occurrence - Ordinance or Law - Coverage B & C Combined
Included	in Building Limit - Ordinance or Law - Coverage E
\$100,000	Plants, Lawns, Trees or Shrubs, limited to \$25,000 Any One plant, lawn, tree or shrub
\$100,000	Professional Fees (Annual Aggregate)
\$10,000	Reclaiming, Restoring or Repairing Land Improvement
\$25,000	Reward Reimbursement
\$100,000	Service Interruption (72 Hour Qualifying Period)
\$25,000	Spoilage
\$100,000	Transit
\$50,000	Underground pipes, flues & drains
\$1,000,000	Valuable Papers and Records

Sublimits apply Per Occurrence, unless noted otherwise. Sublimits are part of, not in addition to, the Limit of Liability shown above.

Deductibles:	\$25,000 Per Occurrence
Valuation:	Replacement Cost
Coinurance:	Nil
Forms:	AmRisc Compass
Endorsements:	AR TRIA COV 02 15 Standard forms/ends, available upon request.
Terms & Conditions:	-No Flat Cancellations -90 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement -Thirty-Five Percent (35%) Minimum Earned Premium, Subject to the AmRisc Earned Premium Provision -Fees are fully earned and nonrefundable -Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties -Reinstatement penalties shall apply as per AmRisc Payment Terms and Conditions -Any additional and/or return premium(s) under \$500 shall be waived by the underwriter -Limits are specific per the Schedule of Values on file with the Company, NOT blanket -All quotes and binders are subject to satisfactory inspections, recommendation compliance and financials. Inspections shall be ordered by AmRisc, L.P. -All coverages are as per the standard forms and endorsements in use by AmRisc, L.P. at the time of binding, unless otherwise noted -Carriers' participation may change at the time of binding or throughout the coverage period

Specific Terms & Conditions:

- 1) Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
- 2) All buildings with outstanding damage are excluded
- 3) Coverage excludes all damage directly or indirectly caused by any Named Storm in existence upon AmRisc receipt of written request to bind.
- 4) This AmRisc Authorization or AmRisc Binder is based on the information submitted on the AmRisc App-SOV. In the event there is conflicting material information between that information shown on the AmRisc App-SOV and other submitted information (Acord forms/etc), the information as shown on the AmRisc App-SOV shall take precedence.
- 5) All outdoor property covered for Wind/Hail

Warrants:

Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.

Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter

Warrant no EIFS Construction

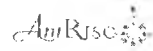
Premium:	\$137,360.00
Policy Fee	\$750.00
Inspection Fee	\$4,175.00
Broker Fee	\$10,300.00
Surplus Lines Tax:	\$7,400.37
Stamping Office Fee:	\$228.88
Total:	\$160,214.25

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$6,587.00
Additional Taxes:	\$329.35
Total including TRIPRA:	\$167,130.60

CONFIDENTIAL

AmRISC Property Application and Statement of Values



Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be completed, signed and returned for underwriter's review and acceptance **within 30 days of inception**. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

Named Insured: City of Alvin **Account ID:** 502166
Mailing Address: 216 West Sealey Alvin TX 77511
Nature of business: Muni

Loc No.	Address	City	State	Zip	Building Area (Sq. ft.)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. of buildings	Initial each Section
1	Per Schedule on file with AmRisc									
2										
3										
4										
5										
6										
Totals:					161,297	0%			75	

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing the application.

Valuation:	RCV	RCV	ALS	ALS	ALS	
Coins:	N/A	N/A	N/A	N/A	N/A	
Loc No.	Building	BPP	BI	Rents	EE	Loc TIV
1	Per Schedule on file with AmRisc					
2						
3						
4						
5						
6						
Totals:	\$24,011,366	\$8,922,407	\$0	\$0		\$32,933,773

These values often form the basis of the policy's limit of liability. Please review carefully.

List ALL losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage. **Threshold: \$5,000**

DOL	Description/COL	Incurred	Status (O/C)	DOL	Description/COL	Incurred	Status (O/C)
10/13/14	Unknown	\$36,166	C				

Has any policy or coverage been declined, cancelled or non-renewed during the prior 3 years (not applicable in MO)?	NO	Has any applicant been convicted of arson in the past 10 years?	NO
Is the applicant a S-Chapter Corporation, partnership, or any other type of sole proprietorship?	NO	Any bankruptcies or tax liens against applicant in prior 5 years?	NO
Does the applicant have any reason that they would not be aware of all losses for the prior 5 years?	NO	Has net income been negative for 2 of the past 3 years? If so, please attach financial or tax returns for 3 years.	NO
Are apartments, are there any HUD managed or Section 8 developments?	NO	If applicable, are there any aluminum distribution wiring?	NO

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

Warranties:
 Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.
 Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter.
 Warrant no EIFS Construction.

List any Discrepancies: Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. The Insured further acknowledges the fraud statement above and understands the Policy will contain a Fraud Notice by state. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

To the best knowledge of the applicant and the producer, the above information is true and complete. Initial each Section.

Applicant Printed Name _____ Title _____ Producer Printed Name _____

Applicant Signature _____ Date _____ Producer Signature _____ Date _____

Initial Each Section Above

AR APP 11 09

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

INSURED: City of Alvin

Account ID: 502166

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate unless the TRIA Program is reauthorized or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$6587
☐	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

This notice applies to the following carriers and their respective participation quoted herein:

Certain Underwriters at Lloyds
Indian Harbor Insurance Company
QBE Specialty Insurance Co.
Steadfast Insurance Company
General Security Indemnity Company of Arizona
United Specialty Insurance Company

International Insurance Company of Hannover

If the policy issued by AmRisc, LLC excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by AmRisc, LLC does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by AmRisc, LLC includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by AmRisc, LLC does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by AmRisc, LLC may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: **City of Alvin**
Account No.: **502166**

Policyholder/Applicant's Signature

Print Name

Date



QUOTATION CONFIRMATION

AGENCY: Victor O. Schinnerer & Co., Inc.
6310101

QUOTATION EXP. DATE: 10/1/2017

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

Carrier: Lloyd's of London

Term: 10/1/2017 to 10/1/2018

TIV: \$21,525,313 or \$32,933,773

Covered Location: Per Schedule on File

Interest Covered: [X] Real Property
[X] Business Personal Property
[X] Other

Perils Covered: Wind/Hail Only

Limit of Liability: Difference between \$25,000 Each Occurrence and the Insured's Retention
Maximum Recoverable \$15,000 Each Occurrence

Insured's Retention: \$10,000 Each Occurrence

Forms: AEGIS London Deductible Buyback

Terms & Conditions: -No Flat Cancellations
-100% Minimum Earned Premium
-60 Day Notice of Cancellation except 10 days for non-payment of premium
-Fees are fully earned and nonrefundable
-Nonpayment of premium(s) is considered insured's request to cancel - requested cancellations are subject to short-rate calculations and severe penalties

Specific Conditions:
-Overlying Deductible is \$25,000 Per Occurrence
-Law and Jurisdiction: This Policy shall be governed by the laws of the State of TX and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition K of Section III of this Policy.
-Service of Suit: Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829

Premium:	\$1,750.00
Policy Fee	\$500.00
Broker Fee	\$130.00
Surplus Lines Tax:	\$115.43
Stamping Office Fee:	\$3.57
Total:	\$2,499.00

CONFIDENTIAL

City of Alvin
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* Bldg No.	Location Name	*Street Address	*City	*State Code	*Zip	County	*ISO Const	Construction Description	*Orig Year Built	*Real Property Value (\$)	Personal Property Value (\$)	Other Value \$ (outdoor prop & Eqpt must be sch'd)	Bl/Rental Income (\$)	*Total TIV	*Square Footage	Flood Zone
1	City Hall w/Flag Pole	216 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1971	\$2,112,167	\$600,000	\$0	\$0	\$2,712,167	16,048	X
5	Office w/Garage	709 E House St	Alvin	TX	77511	Brazoria	3	Noncombustible	1981	\$542,547	\$200,000	\$0	\$0	\$742,547	4,588	X
6	Fire Station w/80kw Generator/Comm Tower/Flag Pole	302 W House St	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1966	\$1,089,765	\$200,000	\$0	\$0	\$1,289,765	10,739	X
7	Fire Substation w/25kw Generator/Comm Tower	110 Medic Ln	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1986	\$265,824	\$30,000	\$0	\$0	\$295,824	3,200	X
8	Library w/Flag Pole/(2)Brick Walls/(2)Gates	105 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1994	\$2,533,790	\$182,263	\$0	\$0	\$2,716,053	18,273	X
9	Shop #B	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$302,672	\$50,000	\$0	\$0	\$352,672	3,150	X
10	Office w/Warehouse #A	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$926,285	\$60,589	\$0	\$0	\$986,874	14,855	X
11	Museum w/Flag Pole	304 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	\$1,128,689	\$0	\$0	\$0	\$1,128,689	7,236	X
12	Administration Bldg w/40kw Generator/(2)WoodFences	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1984	\$271,948	\$50,000	\$0	\$0	\$321,948	5,200	X
14	Blower Bldg w/Pumps/Motors/Equip	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$206,141	\$500,000	\$0	\$0	\$706,141	616	A
15	Service Facility #C	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1970	\$103,382	\$50,000	\$0	\$0	\$153,382	4,058	X
16	Senior Citizens Center	309 W Sealy St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1940	\$1,051,672	\$79,000	\$0	\$0	\$1,130,672	10,931	X
17	Police Station/Comm Tower/Generator/Flag/Walls	1500 S Gordon St	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1997	\$3,258,813	\$2,000,000	\$0	\$0	\$5,258,813	19,152	X
25	Museum-Old Railroad Depot	119 E Willis St	Alvin	TX	77511	Brazoria	1	Frame	1910	\$250,670	\$0	\$0	\$0	\$250,670	2,151	X
26	Equipment Shed/Storage	1100 W Hwy 6	Alvin	TX	77511	Brazoria	3	Noncombustible	1980	\$182,787	\$20,000	\$0	\$0	\$202,787	5,776	X
38	Fire Station #3/100kw Generator/Flag/(2)Light Pole	2700 FM 1462	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2007	\$737,686	\$11,000	\$0	\$0	\$748,686	5,623	X
46	Control Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$6,332	\$0	\$0	\$0	\$6,332	108	X
47	Generator-500kW	7100 S CR 160	Alvin	TX	77511	Brazoria	7		0	\$181,645	\$0	\$0	\$0	\$181,645	0	A
48	RES Pump Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$49,823	\$0	\$0	\$0	\$49,823	629	X
49	Sulfur Dioxide Shed	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	\$5,916	\$0	\$0	\$0	\$5,916	336	A
50	Chlorine Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$53,663	\$0	\$0	\$0	\$53,663	760	X
51	Old Storage Building	7100 S CR 160	Alvin	TX	77511	Brazoria	1	Frame	1984	\$7,577	\$0	\$0	\$0	\$7,577	270	X
52	Maintenance Shop	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$23,251	\$0	\$0	\$0	\$23,251	450	X
53	Old Blower Building	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1961	\$36,121	\$0	\$0	\$0	\$36,121	768	X
57	Concession Stand at Bob Briscoe Park	3625 Natures Way (Bob Briscoe Park)	Alvin	TX	77511	Brazoria	1	Frame	2009	\$259,493	\$50,000	\$0	\$0	\$309,493		A
59	Animal Control/Generator/Fence/Gate/Flag Pole	550 W Highway 6	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2014	\$1,503,802	\$350,000	\$0	\$0	\$1,853,802	7,271	AE
										\$17,092,461	\$4,432,852	\$0	\$0	\$21,525,313		
2	Westend Concession w/Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	\$89,473	\$0	\$0	\$0	\$89,473	980	X
3	500k gal-Elevated Water Tank w/Fence	800 Dyche Ln	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	\$1,428,559	\$0	\$0	\$0	\$1,428,559	0	X
4	500k gal-Elevated Water Tank	5425 Mustang Rd	Alvin	TX	77511	Brazoria	3	Noncombustible	1987	\$1,475,891	\$0	\$0	\$0	\$1,475,891	0	X
13	Lab w/Office/Shelter/Equipment	7100 S CR 160	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	1984	\$2,201,017	\$500,000	\$0	\$0	\$2,701,017	3,416	X
18	Field Box/Storage Building	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	\$53,040	\$0	\$0	\$0	\$53,040	1,296	X
19	Concession w/Restroom	1500 W South St	Alvin	TX	77511	Brazoria	2	Joisted Masonry	1975	\$64,043	\$0	\$0	\$0	\$64,043	1,600	X
20	Restroom	1060 College Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	\$186,108	\$0	\$0	\$0	\$186,108	1,050	X
21	Playground Equipment	800 Shaw St	Alvin	TX	77511	Brazoria			1999	\$62,278	\$0	\$0	\$0	\$62,278	0	X
22	Playground Equipment	2200 Westpark Dr	Alvin	TX	77511	Brazoria			1999	\$62,278	\$0	\$0	\$0	\$62,278	0	X
23	Playground Equipment	1200 Newman St	Alvin	TX	77511	Brazoria			1999	\$62,278	\$0	\$0	\$0	\$62,278	0	A
24	Score Booth #1	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	\$7,785	\$0	\$0	\$0	\$7,785	100	X
27	Score Booth #2	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	\$7,785	\$0	\$0	\$0	\$7,785	100	X
28	Pool	919 Bayou Dr	Alvin	TX	77511	Brazoria			1954	\$518,985	\$10,000	\$0	\$0	\$528,985	0	A
29	Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2001	\$145,005	\$0	\$0	\$0	\$145,005	676	X
30	Lighting	2200 Westpark Dr	Alvin	TX	77511	Brazoria			0	\$415,188	\$0	\$0	\$0	\$415,188	0	X
31	Pump House at Pool w/Pumps/Equipment	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	\$123,207	\$0	\$0	\$0	\$123,207	576	A
32	Lighting	1060 College Dr	Alvin	TX	77511	Brazoria			0	\$155,696	\$0	\$0	\$0	\$155,696	0	X
33	Lighting	1500 W South St	Alvin	TX	77511	Brazoria			0	\$171,265	\$0	\$0	\$0	\$171,265	0	X
34	Eastend Concession w/Restroom	2200 Westpark Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1975	\$170,954	\$0	\$0	\$0	\$170,954	1,412	X
35	Score Booth #3	2200 Westpark Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2000	\$5,605	\$0	\$0	\$0	\$5,605	96	X
36	Picnic Shelter	2200 Westpark Dr	Alvin	TX	77511	Brazoria	1	Frame	1980	\$3,114	\$0	\$0	\$0	\$3,114	480	X
37	Picnic Shelter #1	2200 Westpark Dr	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2001	\$12,871	\$0	\$0	\$0	\$12,871	400	X
39	Bath House/Restroom/Office	919 Bayou Dr	Alvin	TX	77511	Brazoria	2	Joisted Masonry	2003	\$302,984	\$0	\$0	\$0	\$302,984	2,899	X
40	(2)Picnic Shelters	919 Bayou Dr	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2003	\$33,007	\$0	\$0	\$0	\$33,007	800	A
41	Parking Shelter	302 W House St	Alvin	TX	77511	Brazoria	3	Noncombustible	2004	\$5,397	\$0	\$0	\$0	\$5,397	760	X
42	Storage Building	1080 W Snyder St	Alvin	TX	77511	Brazoria	1	Frame	1984	\$17,957	\$0	\$0	\$0	\$17,957	720	X
43	Fence 1040ft w/(5)Gates	1080 W Snyder St	Alvin	TX	77511	Brazoria			0	\$19,929	\$0	\$0	\$0	\$19,929	0	A
44	Chlorine Building	1080 W Snyder St	Alvin	TX	77511	Brazoria	1	Frame	2000	\$2,387	\$0	\$0	\$0	\$2,387	100	X
45	Pump House	1080 W Snyder St	Alvin	TX	77511	Brazoria	3	Noncombustible	1957	\$64,562	\$0	\$0	\$0	\$64,562	1,520	A
54	Generator - ONAN w/Cummins Engine	7100 CR 160 @ WWTP	Alvin	TX	77511	Brazoria			2011	\$93,417	\$0	\$0	\$0	\$93,417		A

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55	Generator - Energy Pac w/SUZU Engine	110 W Hwy 6 @ PSF1100	Alvin	TX	77511	Brazoria			2011	\$62,278	\$0	\$0	\$0	\$62,278		A
56	Storage Bldg	709 E House St	Alvin	TX	77511	Brazoria	1	Frame	2001	\$6,228	\$5,000	\$0	\$0	\$11,228		X
58	500k gal Elevated Water Tower	3625 N Bypass	Alvin	TX	77511	Brazoria	3	Noncombustible	2009	\$1,764,550	\$0	\$0	\$0	\$1,764,550		AO
60	Batting Cage	1060 College Dr	Alvin	TX	77511	Brazoria			2005	\$82,013	\$0	\$0	\$0	\$82,013	0	A
61	Playground Equipment	3502 Mustang Rd	Alvin	TX	77511	Brazoria			2002	\$117,893	\$0	\$0	\$0	\$117,893	0	A
62	Playground Equipment	1185 S Magnolia	Alvin	TX	77511	Brazoria			2009	\$51,258	\$0	\$0	\$0	\$51,258	0	A
63	Playground Equipment	1500 W South St	Alvin	TX	77511	Brazoria			2009	\$15,377	\$0	\$0	\$0	\$15,377	0	A
64	10x10 Picnic Shelter	575 E Hathaway	Alvin	TX	77511	Brazoria	4	Masonry Noncombustible	2011	\$7,176	\$0	\$0	\$0	\$7,176	0	A
65	Fence-Free Standing	2200 West Park Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2002	\$135,321	\$0	\$0	\$0	\$135,321	0	A
66	Fence-Freestanding	1060 College Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	1999	\$117,893	\$0	\$0	\$0	\$117,893	0	A
67	Fence-Free Standing	1500 W South St	Alvin	TX	77511	Brazoria	3	Noncombustible	2000	\$33,830	\$0	\$0	\$0	\$33,830	0	A
68	Rotary Pavilion	118 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	\$50,233	\$0	\$0	\$0	\$50,233	0	A
69	Bridge	118 S Magnolia	Alvin	TX	77511	Brazoria	3	Noncombustible	2003	\$114,818	\$0	\$0	\$0	\$114,818	0	A
70	Park Pavilions	919 Bayou Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	\$50,233	\$0	\$0	\$0	\$50,233	0	A
71	Park Pavilion	3625 Briscoe Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2011	\$21,528	\$0	\$0	\$0	\$21,528	0	A
72	Fence-Free Standing (Dog Park)	3625 Briscoe Dr	Alvin	TX	77511	Brazoria	3	Noncombustible	2013	\$30,755	\$0	\$0	\$0	\$30,755	0	A
73	Lights/Light Poles	3625 Briscoe Dr	Alvin	TX	77511	Brazoria			2009	\$153,773	\$0	\$0	\$0	\$153,773	0	A
74	Playground Equipment	3625 Briscoe Dr	Alvin	TX	77511	Brazoria			2014	\$71,761	\$0	\$0	\$0	\$71,761	0	A
75	Playground Equipment	1500 W South St	Alvin	TX	77511	Brazoria			2015	\$44,477	\$0	\$0	\$0	\$44,477	2,622	A
TOTALS:										\$27,985,921	\$4,947,852	\$0	\$0	\$32,933,773		



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Amendment No. 2 to the Debris Removal Services contract with CrowderGulf, LLC, and authorize the Mayor to sign.

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

Summary: Based upon further review by FEMA representatives of our Debris Removal Services contract with CrowderGulf, LLC, it was determined that additional modifications needed to be made to the existing contract. The Debris Removal Services Contract, along with both the first Amendment and this Amendment #2, should meet the requirements for FEMA reimbursement for debris removal from Hurricane/Tropical Storm Harvey in the City.

This Amendment merely adds additional federal contractual language, and does not impact the existing contractual relationship with CrowderGulf, LLC for debris removal, and has no impact on the current pickup scheduling.

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:** _____

Supporting documents attached:

- Amendment #2 to the contract between the City of Alvin and CrowderGulf, LLC.
-

Recommendation: Move to approve Amendment No. 2 to the debris removal services contract with CrowderGulf, LLC, and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**AMENDMENT #2
TO THE AGREEMENT BETWEEN
CITY OF ALVIN AND CROWDERGULF, LLC.**

THIS AMENDMENT is made and entered between the **CITY OF ALVIN, TEXAS**, a municipal corporation in Brazoria County, Texas (hereinafter referred to as the "CITY"), and **CROWDERGULF, LLC.**, (hereinafter referred to as the "CONTRACTOR").

WITNESSTH:

WHEREAS, on May 19, 2011, the City Council for the City of Alvin, Texas, awarded a Debris Removal Services contract to CONTRACTOR, for a period of five (5) years, with an option to extend one (1) time for an additional five (5) years. On May 23, 2011, the agreement for Debris Removal Services B-11-09, went into effect, providing for debris removal services in the City of Alvin, Texas; and

WHEREAS, in 2016, the parties agreed to exercise the contract extension option, and on July 7, 2016, the City Council for the City of Alvin, Texas, approved a five (5) year extension of the contract; and

WHEREAS, on September 7, 2017, the parties entered into the first Amendment to incorporate current Federal procurement requirements pursuant to the United States Code of Federal Regulations, 2 C.F.R. §200.326, and 2 C.F.R. Part 200; and

WHEREAS, the purpose of this Amendment is to incorporate provisions required by the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, this Amendment shall not result in any change to the scope of work provided for under the original Agreement and shall not require an increase to the compensation originally provided for under the original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. The following paragraphs contained within the City of Alvin's General Terms and Conditions shall be modified as follows:

- a. Paragraph 30 of the General Terms and Conditions, "Modifications of Work," shall be amended to add the following language:

"To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of any changes, modifications, change orders, or constructive or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope."

- b. Paragraph 26 of the General Terms and Conditions, "Access and Audits," shall be

amended to add the following language:

- i. "The Contractor agrees to provide the Texas Governor's Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- c. Paragraph 5 of the General Terms and Conditions, "Local Preference," shall be amended to include the following language:

"Local preference shall not be applicable for Task Orders where the City is completing work under a federally declared disaster."

2. The Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 C.F.R. Part 200 – Standards, including the COPELAND "ANTI-KICKBACK" ACT (2 C.F.R. §200.326 Appendix II to Part 200 (D)), which is applicable to prime construction contracts in excess of \$2,000, as follows:

- a. The parties agree that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City agrees to report all suspected or reported violations to the appropriate Federal agency.
- b. The Contractor agrees to comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- d. A breach of the contract clause above may be grounds for termination of the

Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

3. The Contractor agrees that they will not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

4. The parties acknowledge that FEMA financial assistance will be used to fund this contract, and the Contractor agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

5. The parties acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the contract.

6. The Contractor hereby acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions in the performance under this contract.

7. This Amendment #2, when executed together with the original Agreement (which consists of the following documents), and the first Amendment, shall constitute the entire agreement between the parties and shall be collectively known as the AGREEMENT:

- a. Request for Proposal;
- b. Contractor's Qualifications;
- c. General Terms and Conditions;
- d. Supplemental Terms and Conditions;
- e. Exhibit "A" – Scope of Services;
- f. Exhibit "B" – Contractors Price Proposal;
- g. Contractor's Bonds;
- h. Notice of Award; and
- i. CrowderGulf Joint Venture Inc. Bid Package and supporting documents therein.

8. To the extent of any conflict between this Amendment #2, the first Amendment, and the original Agreement (including the supporting documents), the terms and conditions of this Amendment #2 shall prevail.

9. These changes shall be effective upon this Amendment #2 being executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the _____ day of September 2017.

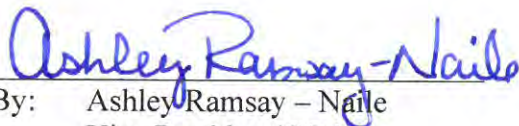
CITY OF ALVIN, TEXAS

ATTEST:

By: Paul A. Horn
Mayor

By: Dixie Roberts
City Secretary

CROWDERGULF, LLC.



By: Ashley Ramsay – Naile
Vice President/COO



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Lions Park (940 College Drive), being part of tracts 9 and 10, Block J of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On August 1, 2017, the Engineering Department received the final plat of Lions Park for review. The property is located at 940 College Drive and is being platted to consolidate parcels and to define the park boundary. Consolidating the park parcels into one lot with a defined boundary will aid in the design process when there is a need to add structures/amenities to the park. Having a defined boundary will also make describing the park property simpler from a legal perspective. The plat complies with all requirements of the City's Subdivision Ordinance.

The City of Alvin Planning Commission unanimously approved the plat at their meeting on August 15, 2017.

Staff recommends approval. Click [HERE](#) to view Lions Park final plat.

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:** _____

Supporting documents attached:

- Final Plat of Lions Park
-

Recommendation: Move to approve the final plat of Lions Park (940 College Drive), being part of tracts 9 and 10, Block J of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Morgan Park (1600 W. South Street), being lots 1 and 2 of the Thomas Uzzell Subdivision of the 100-acre tract out of the south portion of Section 14, H.T. & B.R.R. Company Survey, Abstract 449, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On August 1, 2017, the Engineering Department received the final plat of Morgan Park for review. The property is located at 1600 W. South Street and is being platted to consolidate parcels and to define the park boundary. Consolidating the park parcels into one lot with a defined boundary will aid in the design process when there is a need to add structures/amenities to the park. Having a defined boundary will also make describing the park property simpler from a legal perspective. The plat complies with all requirements of the City's Subdivision Ordinance.

The City of Alvin Planning Commission unanimously approved the plat at their meeting on August 15, 2017.

Staff recommends approval. Click [HERE](#) to view Morgan Park final plat.

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:** _____

Supporting documents attached:

- Final Plat of Morgan Park
-

Recommendation: Move to approve the final plat of Morgan Park (1600 W. South Street), being lots 1 and 2 of the Thomas Uzzell Subdivision of the 100-acre tract out of the south portion of Section 14, H.T. & B.R.R. Company Survey, Abstract 449, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Pearson Park (2400 Westpark Drive), being a plat of 24.264 acres, being all of lots 7 and 10 of the subdivision of Section 18, Hooper and Wade Survey, Abstract 488, Brazoria County, Texas located in the City of Alvin.

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

Summary: On August 1, 2017, the Engineering Department received the final plat of Pearson Park for review. The property is located at 2400 Westpark Drive and is being platted to consolidate parcels and to define the park boundary. Consolidating the park parcels into one lot with a defined boundary will aid in the design process when there is a need to add structures/amenities to the park. Having a defined boundary will also make describing the park property simpler from a legal perspective. The plat complies with all requirements of the City's Subdivision Ordinance.

The City of Alvin Planning Commission unanimously approved the plat at their meeting on August 15, 2017.

Staff recommends approval. Click [HERE](#) to view Pearson Park final plat.

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:** _____

Supporting documents attached:

- Final Plat of Pearson Park

Recommendation: Move to approve the final plat of Pearson Park (2400 Westpark Drive), being a plat of 24.264 acres, being all of lots 7 and 10 of the subdivision of Section 18, Hooper and Wade Survey, Abstract 488, Brazoria County, Texas located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Sealy Park (900 W. Sealy Street), being a replat of part of Block H of Easton's Addition to the City of Alvin, according to the plat as recorded in Volume 32, Page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On August 1, 2017, the Engineering Department received the final plat of Sealy Park for review. The property is located at 900 W. Sealy Street and is being platted to consolidate parcels and to define the park boundary. Consolidating the park parcels into one lot with a defined boundary will aid in the design process when there is a need to add structures/amenities to the park. Having a defined boundary will also make describing the park property simpler from a legal perspective. The plat complies with all requirements of the City's Subdivision Ordinance.

The City of Alvin Planning Commission unanimously approved the plat at their meeting on August 15, 2017.

Staff recommends approval. Click [HERE](#) to view Sealy Park final plat.

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:** _____

Supporting documents attached:

- Final Plat of Sealy Park

Recommendation: Move to approve the final plat of Sealy Park (900 W. Sealy Street), being a replat of part of Block H of Easton's Addition to the City of Alvin, according to the plat as recorded in Volume 32, Page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Manager's Office

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider Ordinance 17-R, adopting the budget for the City of Alvin, Texas for Fiscal Year 2017-2018; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

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

Summary: On July 20, 2017, the City Manager presented the FY 2017-2018 proposed budget to City Council. Subsequently, a budget workshop was held on August 8, 2017, 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.

Click [HERE](#) to view FY17-18 Budget online.

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:** 9/13/17

Supporting documents attached:

- Ordinance 17-R
- FY 2017-2018 Proposed Budget

Recommendation: Move to approve Ordinance 17-R, adopting the budget for the City of Alvin, Texas for Fiscal Year 2017-2018; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

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

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

ORDINANCE NO. 17-R

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS FOR FISCAL YEAR 2017-18; DIRECTING THE CITY SECRETARY TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, State Law and the City's Home Rule Charter require that the City enact an annual budget; and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2017-18; and

WHEREAS, the budget for fiscal year 2017-18 reflects Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2017-18, a copy of which is attached hereto and incorporated herein by reference. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Secretary and directs the City Secretary to post a copy of the budget on the City of Alvin website.

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

PASSED and APPROVED on the ____ day of _____ 2017.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Manager's Office

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider Ordinance 17-S, levying a property tax rate for tax year 2017 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied.

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

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

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

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

For Tax Year 2017, staff is proposing that city council adopt a tax rate of \$0.7880 per \$100 of taxable assessed value, which is 4.54% above the 2017 effective tax rate of \$0.753783.

Tax Year	2012	2013	2014	2015	2016	2017
Tax Rate	\$0.8438	\$0.8436	\$0.8386	\$0.8386	\$0.7980	\$0.7880

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:** 9/13/17

Supporting documents attached:

- Ordinance 17-S

Recommendation: Move to approve Ordinance 17-S, that the property tax rate be increased by the adoption of a tax rate of \$0.7880, which is effectively a 4.54 percent increase in the tax rate; and direct the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 17-S

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, LEVYING
A PROPERTY TAX RATE FOR THE YEAR 2017; DIRECTING
THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT
FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN
LEVIED.**

WHEREAS, Section 26.05 (a) of the Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

WHEREAS, Section 26.05(a) of the Tax Code requires the total property tax rate be approved in two components: (1) Maintenance and Operations; and (2) Debt Service; and

WHEREAS, Section 26.05(b) of the Tax Code requires that if the ordinance sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include in the ordinance in type larger than the type used in any other portion of the ordinance the following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE;" and if the tax rate exceeds the effective maintenance and operations rate, include the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE EFFECTIVE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(INSERT AMOUNT)."

WHEREAS, Section 26.05 (b) of the Tax Code is applicable this year because the tax rate to be adopted exceeds the effective tax rate, and exceeds the effective maintenance and operations rate. **NOW, THEREFORE:**

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

That there be and is hereby levied for the year 2017 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

Section 1. An ad valorem tax of and at the rate of \$0.719124 on the One Hundred Dollars valuation of the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2017 to provide for the current expenses of the City of Alvin, Texas (General Fund).

Section 2. An ad valorem tax of and at the rate of \$0.01313708 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2017 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2012.

Section 3. An ad valorem tax of and at the rate of \$0.01515613 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2017 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2011.

Section 4. An ad valorem tax of and at the rate of \$0.02590902 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2017 to pay current interest and to provide a Sinking Fund on the Certificate of Obligations, Series 2011.

Section 5. An ad valorem tax of and at the rate of \$0.01467378 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2017 to pay current interest and to provide a Sinking Fund on the Tax Anticipation Note, Series 2013.

Section 6. Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2017 tax year.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.21 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.26.

A total tax rate of all property was set at \$0.788000 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas, and such action is hereby ratified, confirmed and affirmed.

Section 7. That the recorded vote of the City Council on this ordinance is:

Council Members voting FOR adoption:

Council Members voting AGAINST adoption:

Council Members absent:

Section 8. This ordinance is adopted in compliance with Article VII of the City Charter.

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

PASSED AND APPROVED on first and final reading on the _____ day of _____, 2017.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Manager's Office

Contact: Junru Roland, ACM/CFO

Agenda Item: Consider Resolution 17-R-22, enacting additional compensation for employees who worked during Hurricane/Tropical Storm Harvey and authorizing special paid time off for employees who need to service their primary residence damaged as a result of Hurricane/Tropical Storm Harvey.

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

Summary: Section 18 (J-3) of the City's current policy does not allow additional compensation provisions to employees who worked their regular scheduled hours during a declared emergency period (Hurricane/Tropical Storm Harvey). This creates inequity between employees who worked during their regular scheduled hours during Hurricane/Tropical Storm Harvey and employees who were either unable to return to work or not required to work during Hurricane/Tropical Storm Harvey. As a result, staff is asking city council to adopt Resolution 17-R-22, which would allow employees who worked during Hurricane/Tropical Storm Harvey to be compensated time and one-half (1.5x) for all hours worked during the declared disaster period for Hurricane/Tropical Storm Harvey starting 6:00 a.m. Friday, August 25, 2017 through 11:59 p.m. Monday, September 4, 2017 (the day before City Offices opened to the public). A portion of the overtime pay-out is reimbursable from FEMA.

In addition, staff desires to assist employees whose primary residence was flooded or damaged due to Hurricane/Tropical Storm Harvey. We are asking council to authorize up to 40 hours of special paid time off to staff who must be absent from work to care for the employee's primary residence. Staff would need to coordinate the time off with their supervisor and provide proof of damage to primary residence (i.e. insurance claim, pictures, etc.); and this provision would expire on November 1, 2017.

Should council elect not to approve Resolution 17-R-22, employees who worked their regular scheduled hours during Hurricane/Tropical Harvey will be paid at their base rate (which is the same provision for employees who were unable or not required to work during Hurricane/Tropical Storm Harvey). Also, should council elect not to approve Resolution 17-R-22, staff will be required to use their regular vacation time to care for their primary residence damaged by Hurricane/Tropical Storm Harvey.

Should council elect to adopt Resolution 17-R-22, staff will incorporate the provisions of Resolution 17-R-22, along with other personnel-related proposals into the Personnel Manual and have city council consider approving the Personnel Manual at the regular scheduled council meeting on October 19, 2017.

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:** _____

Supporting documents attached:

- Resolution 17-R-22
- Compensation for Hours Worked During a Declared State of Emergency (Section 18 J(3))

Recommendation: Consider Resolution 17-R-22, enacting additional compensation for employees who worked during Hurricane/Tropical Storm Harvey and authorizing special paid time off for employees who need to service their primary residence damaged as a result of Hurricane/Tropical Storm Harvey.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 17-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN ENACTING ADDITIONAL COMPENSATION FOR EMPLOYEES WHO WORKED DURING HURRICANE/TROPICAL STORM HARVEY, AND AUTHORIZING SPECIAL PAID TIME OFF FOR EMPLOYEES WHO NEED TO SERVICE THEIR PRIMARY RESIDENCE DAMAGED AS A RESULT OF HURRICANE/TROPICAL STORM HARVEY

WHEREAS, the City of Alvin, Texas, has experienced a catastrophic weather event as a result of Hurricane/Tropical Storm Harvey; and

WHEREAS, the current policy of the City does not distinguish additional pay between essential and non-essential staff who worked their regular hours during a disaster declared operation period; and

WHEREAS, the City of Alvin, Texas, desires to adequately compensate the employees who were able to report for work during the emergency disaster relief efforts from 6:00 a.m. Friday, August 25, 2017, through 11:59 p.m., Monday, September 4, 2017; and

WHEREAS, the City of Alvin, Texas, deems that compensating these employees is in the best interest of the City and its employees; and

WHEREAS, the City of Alvin, Texas also desires to assist employees who must be absent from work for their personal emergency disaster relief efforts in the coming weeks and months;

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

Section 1. Effective 6:00 a.m. Friday, August 25, 2017, through 11:59 p.m. Monday, September 4, 2017, all Employees who worked during the emergency disaster relief efforts as a result of Hurricane/Tropical Storm Harvey (regardless of their exempt/nonexempt status) will be paid at a rate of 1.5 times the equivalent of their hourly rate, for every hour worked. All employees who were unable or not required to report to work on Friday, August 25, 2017 through Monday, September 4, 2017, will be paid in accordance with their regular pay for their normal work hours.

Section 2. Employees whose primary residence was flooded or damaged as a result of Hurricane/Tropical Storm Harvey will be allowed up to forty (40) hours of special paid time off for their personal disaster relief efforts to care for the employee's primary residence. Employees will be required to provide proof of flooding or damage to their primary residence (i.e. insurance claim, photographs, etc). Employees shall coordinate their time off with their supervisor. Employees may use this time off

in hourly increments, from one (1) hour to ten (10) hours per regular workday, to best accommodate the employee's needs. Employees must use the paid time off on or before November 1, 2017.

PASSED AND APPROVED this the ____ day of _____, 2017.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 17-Q, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.

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

Summary: Ordinance 17-Q would temporarily suspend regulations relating to the placement of recreational vehicles (RVs) within the City. Currently Chapter 24 1/2 Section 92 prohibits a person from residing in a recreational vehicle unless it is located in a licensed Recreational Vehicle Park. Ordinance 17-Q would allow for residents to reside in their Recreational Vehicles on their property while the damages to their homes, due to Hurricane Harvey, are repaired. Residents would be required to obtain a placement permit and would be allowed to reside in their RVs until a Certificate of Occupancy is issued for their home or February 1, 2018, whichever comes first.

Ordinance 17-Q does not apply to commercial properties.

Staff recommends approval.

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:** 9/13/17

Supporting documents attached:

- Ordinance 17-Q
-

Recommendation: Move to approve 17-Q, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Storm Harvey.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 17-Q

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, TO TEMPORARILY SUSPEND REGULATIONS RELATING TO THE PLACEMENT OF RECREATIONAL VEHICLES, AND ADOPTING TEMPORARY REGULATIONS INCLUDING BUT NOT LIMITED TO CONDITIONAL PERMITS, PLACEMENT, MAINTENANCE, UTILITIES, REMOVAL, SANITATION, AND OTHER RELATED HEALTH AND SAFETY MATTERS FOR RECREATIONAL VEHICLES LOCATED ON RESIDENTIAL PROPERTIES IN REPOSE TO WIDESPREAD DAMAGE CAUSED BY HURRICANE HARVEY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED THERETO.

WHEREAS, on August 24, 2017, the Mayor of the City of Alvin, pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975) declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the approaching storm "Hurricane Harvey;" and

WHEREAS, the President of the United States, the Governor of the State of Texas, and the County of Brazoria, Texas, declared a Declaration of Disaster in response to the occurrence of widespread and severe damage resulting from Hurricane Harvey; and

WHEREAS, due to widespread residential and commercial property damage necessitating repairs and rehabilitation, and the limited availability of housing and rental properties including hotels, the City has an urgent need to allow for temporary housing for its residents; and

WHEREAS, the City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including, but not limited to, conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey.

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

Section 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The City Council finds that it is in the public interest to protect public health, safety, property, and the general welfare of the public by temporarily suspending all regulations relating to the placement of recreational vehicles, and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane Harvey. The purpose and intent of the temporary suspension of current regulations is to allow the conditional placement

and use of privately owned recreational vehicles at damaged residential locations during construction subject to the limitations provided in Section 3. This temporary suspension does NOT allow the placement of mobile homes, manufactured housing, or FEMA alternative housing units.

Section 3. The City Council hereby adopts the following temporary rules and regulations:

Hurricane Harvey Temporary Recreational Vehicle Placement

A. Definitions:

Camper. A portable dwelling designed to be used for casual travel being whether a self-propelled unit, or not, or an independent or dependent unit, including, but not limited to, truck campers, bus campers, and self-propelled travel homes.

Recreational Vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which is self-propelled or is affixed to or drawn by another vehicle.

Trailer/Travel Trailer. A portable vehicular structure built on a chassis, which may or may not be self-propelled, being either a dependent or independent unit, designed for casual travel and/or temporary living, including recreational vehicles.

B. Residential:

1. In order to place a temporary recreational vehicle at your residential location, the following requirements apply:
 - a. Recreational Vehicles must be located on the property where the damaged residential building is located, not in the city right-of-way (including sidewalk areas, streets or alleys.)
 - b. The Recreational Vehicle may **only** be occupied by the property owner of the subject residential building. No subletting of the Recreational Vehicle will be permitted.
 - c. Recreational Vehicles shall meet the building setbacks for the tract of property upon which it is located, where practicable.
 - d. No additional structures or accessory structures may be added to the Recreational Vehicle, with the exception of ADA-compliant ramps.
 - e. The Recreational Vehicle must be removed from the property upon issuance of a Certificate of Occupancy for the repaired building or by February 1, 2018, whichever comes first.
2. All such recreational vehicles will be considered temporary in nature. A permit by the City of Alvin must be issued in advance of placement, and may be subject to additional site conditions. Utility connections will require separate permits and approval.

Section 4. The City Council hereby authorizes the City Engineer to make special exceptions for site specific placement for recreational vehicles in appropriate cases, and subject

to appropriate conditions and safeguards that are consistent with the general purposes and intent of this Ordinance, and in accordance with any applicable rules contained in this Ordinance.

Section 5. **Penalty.** Any person, firm or corporation violating a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with Section 1-5 of the Code of Ordinances.

Section 6. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reason thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

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

PASSED on first and final reading on the _____ day of September, 2017.

CITY OF ALVIN, TEXAS

ATTEST

By _____
Paul A. Horn, Mayor

By _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 17-R-27, a resolution of the City of Alvin, Texas, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire after ninety (90) days; making various findings and provisions related to the subject and providing an effective date.

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

Summary: Resolution 17-R-27 would temporarily waive the building permit fees associated with the repair of homes and businesses damaged by Hurricane Harvey, for a period of ninety (90) days (September 21, 2017-December 19, 2017). Residents and business owners would still be required to follow the required permit process, but would not be charged a permit fee.

Staff recommends approval.

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:** _____

Supporting documents attached:

- Resolution 17-R-27

Recommendation: Move to approve Resolution 17-R-27, a resolution of the City of Alvin, Texas, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire after ninety (90) days; making various findings and provisions related to the subject and providing an effective date.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 17-R-27

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, TEMPORARILY WAIVING THE BUILDING PERMIT FEES ASSOCIATED WITH THE REPAIR OF HOMES AND BUSINESSES DAMAGED AS A RESULT OF HURRICANE HARVEY; PROVIDING THAT SUCH WAIVER SHALL EXPIRE AFTER NINETY (90) DAYS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 24th day of August 2017, the Mayor of the City of Alvin, Texas, pursuant to Government Code Chapter 418 (the Texas Disaster Act of 1975), declared a Local State of Disaster pending the imminent threat of widespread or severe damage, injury, and loss of life and property, resulting from the approaching storm "Hurricane Harvey;" and

WHEREAS, the recent flooding associated with Hurricane Harvey severely damaged residential and business properties in the City; and

WHEREAS, it is in the City's best interest to assist affected residents and business owners who are required to repair and/or renovate structures damaged by Hurricane Harvey; and

WHEREAS, continuing the building permit review and inspections will ensure compliance with building codes and life safety that are in the best long-term interests of the residents and the City; and

WHEREAS, normal building permit fees related to damage caused by Hurricane Harvey and the resulting flooding would add financial costs to affected property owners, and the City is willing to absorb these fees;

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

Section 1. The City Council of the City of Alvin, Texas, hereby waives the collection of building permit fees for the repair and/or renovation of homes and businesses damaged as a result of Hurricane Harvey, for a period of ninety (90) days, from September 21, 2017 through and until December 19, 2017.

Section 2. Individuals and contractors will still be required to follow the building permitting process, but those fees associated therewith shall be waived.

APPROVED this _____ day of _____, 2017.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, Engineer

Agenda Item: Consider Resolution 17-R-25, accepting the petition for annexation of 10.00 acres, more or less, parcel of land for Sunset Ranch located along Heights Road a/k/a County Road 145, in Brazoria County, Texas; setting an annexation schedule that includes public hearings on November 2, 2017, and November 16, 2017; providing for open meetings and other related matters.

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

Summary: Will Benson of Alvin Sunset Ranch, LLC is petitioning the City to annex +/- 10 acres, out of a 20 acre parcel for the purpose of the construction of the Sunset Ranch subdivision, owned by Alvin Sunset Ranch, LLC.

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:** _____

Supporting documents attached:

- Resolution 17-R-25 with Exhibits
 - Request & Petition to Annex to the City Council of the City of Alvin For Annexation of Property
-

Recommendation: Move to approve Resolution 17-R-25, accepting the petition for annexation submitted by Will Benson and approving the annexation schedule to include public hearings on November 2, 2017, and November 16, 2017.

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

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

RESOLUTION NO. 17-R-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 10.00 ACRE, MORE OR LESS, PARCEL OF LAND LOCATED ALONG HEIGHTS ROAD A/K/A COUNTY ROAD 145, IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Brazoria County, Texas, has petitioned the City of Alvin, Texas, (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of all portions of the following property not previously annexed into the City, and the draft services plan shown in Exhibit "B," submitted by Petitioner, are hereby accepted:

A tract or parcel of land containing 10.019 acres or 436,441 square feet of land being all of Lot 29 out of Section No. 23 Hooper and Wade Survey as recorded under Vol. 49, Pg. 161, Brazoria County Deed Records, (B.C.D.R.) conveyed to J.B. Mannahan and Robbie Dell Mannahan as recorded under Vol. 3692, Pg. 667, Brazoria County Deed Records (B.C.D.R.) situated in the Hooper and Wade survey, Abstract No 420, Brazoria County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of November 2, 2017, and November 16, 2017. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the ____ day of _____, 2017.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Exhibit “A”

PROPERTY DESCRIPTION

A tract or parcel of land containing 10.019 acres or 436,441 square feet of land being all of Lot 29 out of Section No. 23 Hooper and Wade Survey as recorded under Vol. 49, Pg. 161, Brazoria County Deed Records, (B.C.D.R.) conveyed to J.B. Mannahan and Robbie Dell Mannahan as recorded under Vol. 3692, Pg. 667, Brazoria County Deed Records (B.C.D.R.) situated in the Hooper and Wade survey, Abstract No 420, Brazoria County, Texas, more fully described in the attached.



NORTH

SCALE: 1" = 200'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

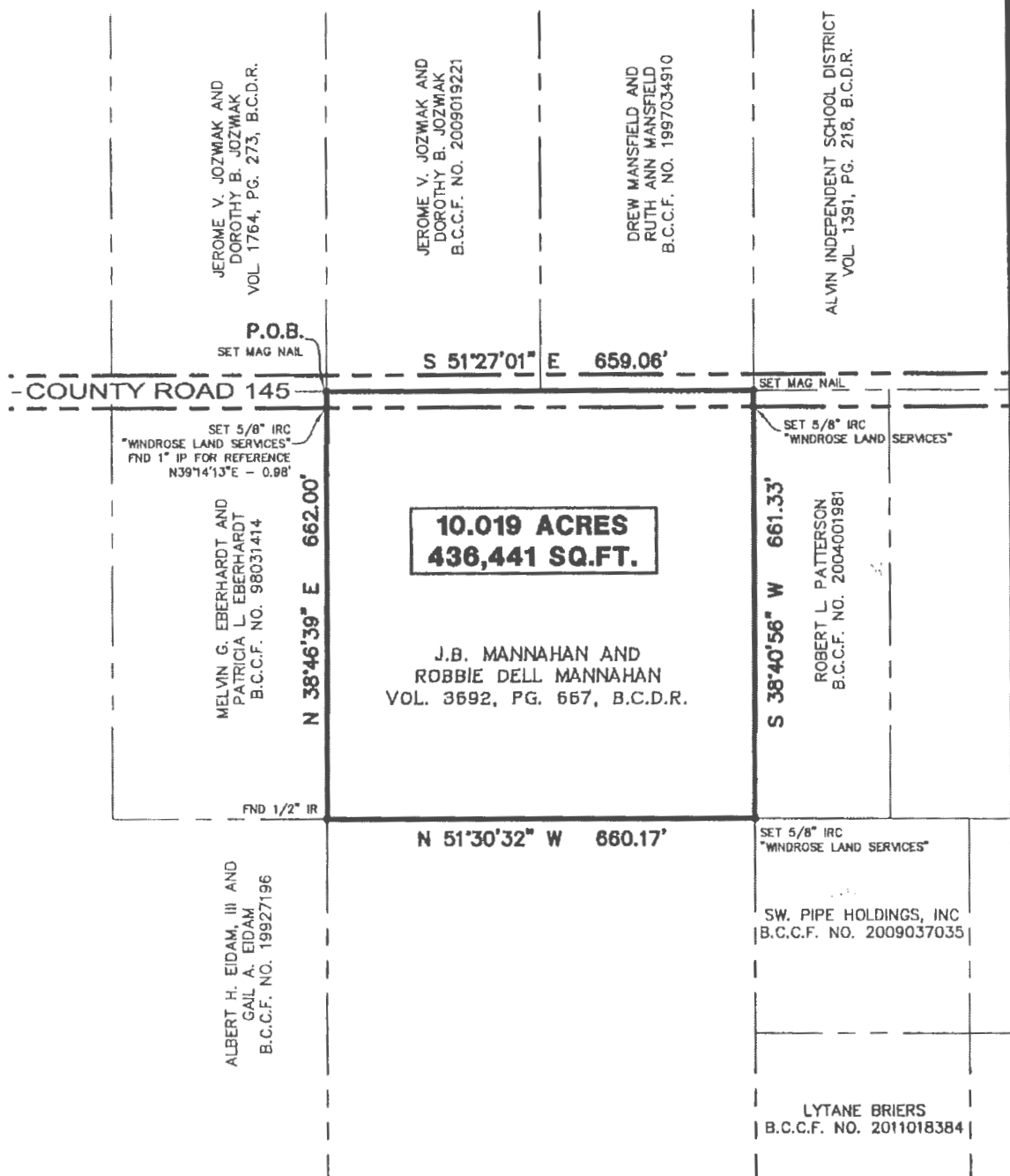
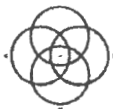


EXHIBIT OF
10.019 AC. / 436,441 SQ. FT.
SITUATED IN THE
HOOPER AND WADE SURVEY
ABSTRACT NO. 420
BRAZORIA COUNTY, TEXAS

FIELD BY:		DATE:	05/26/2017
DRAWN BY:	CJP	REV:	
CHECKED BY:	PK	REV:	
JOB NO.	53419-EXB	REV:	
SHEET 1 OF 2		REV:	



WINDROSE
LAND SURVEYING | PLATTING

3200 WILCREST, SUITE 325 | HOUSTON, TX 77042 | 713.458.2281
FIRM REGISTRATION NO. 10106800 | WINDROSESERVICES.COM



WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
10.019 ACRES OR 436,441 SQ. FT.**

A TRACT OR PARCEL CONTAINING 10.019 ACRES OR 436,441 SQUARE FEET OF LAND BEING ALL OF LOT 29 OUT OF SECTION NO. 23 HOOPER AND WADE SURVEY AS RECORDED UNDER VOL. 49, PG. 161, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) CONVEYED TO J.B. MANNAHAN AND ROBBIE DELL MANNAHAN AS RECORDED UNDER VOL. 3692, PG. 667, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) SITUATED IN THE HOOPER AND WADE SURVEY, ABSTRACT NO. 420, BRAZORIA COUNTY, TEXAS, WITH SAID 10.019 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A MAG NAIL SET IN THE CENTERLINE OF COUNTY ROAD 145 AT THE COMMON CORNER OF LOTS 28, 38 AND 39 OF SAID SECTION NO. 23, AND SAID LOT 29;

THENCE, SOUTH 51 DEG. 27 MIN. 01 SEC. EAST, ALONG THE COMMON LINE OF SAID LOTS 29 AND 38, THE SAME BEING THE CENTERLINE OF COUNTY ROAD 145, A DISTANCE OF 659.06 FEET TO A MAG NAIL SET FOR THE COMMON CORNER LOTS 30 AND 37 OF SAID SECTION NO. 23, AND SAID LOTS 29 AND 38;

THENCE, SOUTH 38 DEG. 40 MIN. 56 SEC. WEST, ALONG THE COMMON LINE OF SAID LOTS 29 AND 30, PASSING A DISTANCE OF 25.50 TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR REFERENCE ON THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 145 AND CONTINUING FOR A TOTAL DISTANCE OF 661.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE COMMON CORNER OF LOTS 21 AND 28 OF SAID SECTION 23, AND SAID LOTS 29 AND 30;

THENCE, NORTH 51 DEG. 30 MIN. 32 SEC. WEST, ALONG THE COMMON LINE OF SAID LOTS 22 AND 29, A DISTANCE OF 660.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON CORNER OF LOT 23 OF SAID SECTION NO. 23, AND SAID LOTS 22, 28 AND 29;

THENCE, NORTH 38 DEG. 46 MIN. 40 SEC. EAST, ALONG THE COMMON LINE OF SAID LOTS 28 AND 29, PASSING A DISTANCE OF 636.50 FEET, A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE SOUTHWEST R.O.W. OF SAID COUNTY ROAD 145, AND CONTINUING FOR A TOTAL DISTANCE OF 662.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.019 ACRES OR 436,441 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53419-10.019AC, PREPARED BY WINDROSE LAND SERVICES.



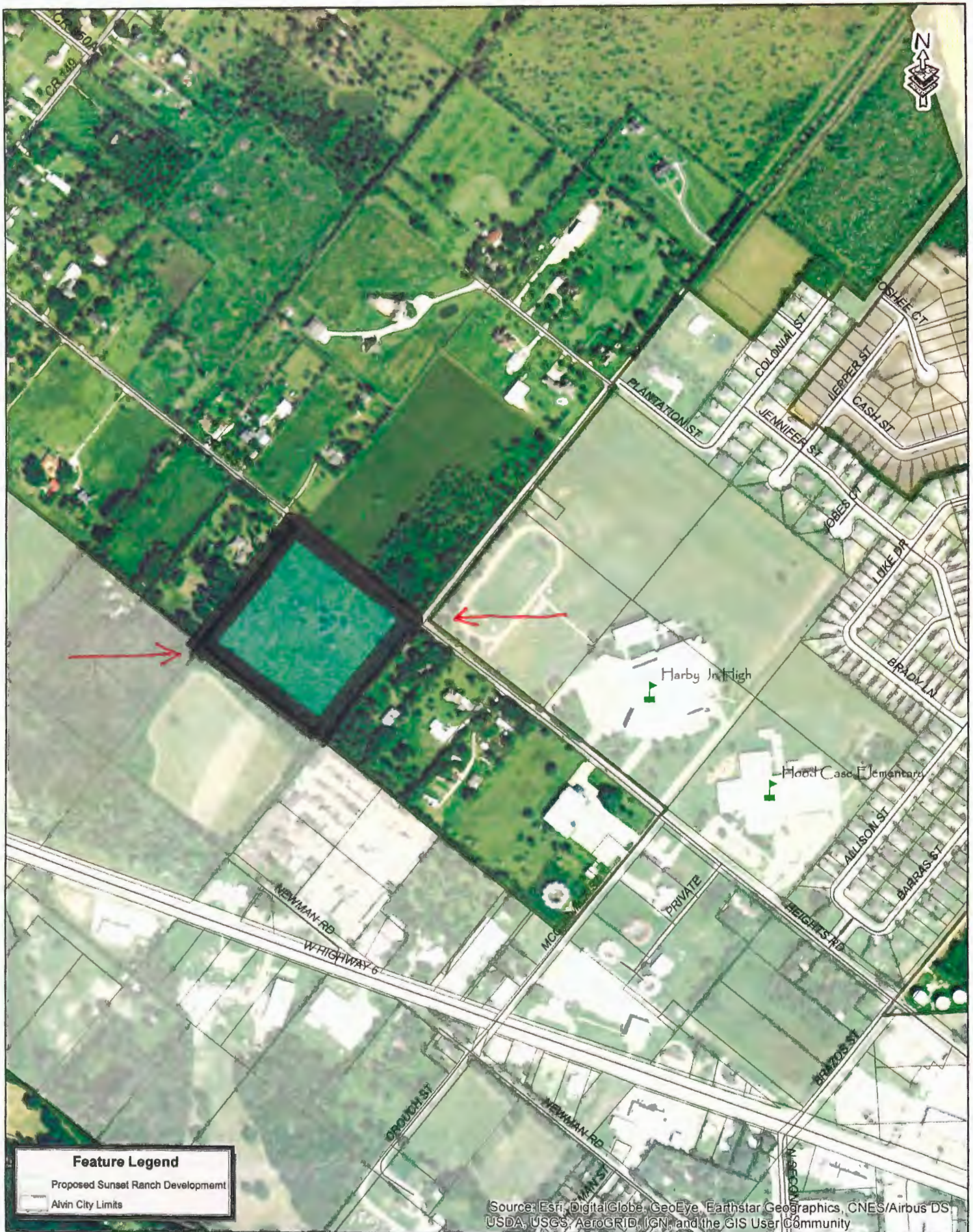
RONALD PATRICK KELL
R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



05-26-7

DATE:

SHEET 2 OF 2



Feature Legend

- Proposed Sunset Ranch Development
- Alvin City Limits

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Rev. Date 6/5/2017
Engineering Dept.

Sunset Ranch Development Annexation

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF ALVIN**

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Local Government Code requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city

ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021 of the Texas Local Government Code and the request of the property owner, is authorized to annex the subject property; and

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows:

A tract or parcel of land containing 10.019 acres or 436,441 square feet of land being all of Lot 29 out of Section No. 23 Hooper and Wade Survey as recorded under Vol. 49, Pg. 161, Brazoria County Deed Records, (B.C.D.R.) conveyed to J.B. Mannahan and Robbie Dell Mannahan as recorded under Vol. 3692, Pg. 667, Brazoria County Deed Records (B.C.D.R.) situated in the Hooper and Wade survey, Abstract No 420, Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water, and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B” (proposed to be applicable to and adopted for the subject property), and that such “draft” Service Plan is wholly adequate and

acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan, publish notice, and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED this ____ day of _____ 2017, with the City Secretary of the City of Alvin, Brazoria County, Texas.

Petitioner: Alvin Sunset Ranch, LLC

By: _____,
_____, President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of Alvin Sunset Ranch, LLC, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____ 2017.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

A tract or parcel of land containing 10.019 acres or 436,441 square feet of land being all of Lot 29 out of Section No. 23 Hooper and Wade Survey as recorded under Vol. 49, Pg. 161, Brazoria County Deed Records, (B.C.D.R.) conveyed to J.B. Mannahan and Robbie Dell Mannahan as recorded under Vol. 3692, Pg. 667, Brazoria County Deed Records (B.C.D.R.) situated in the Hooper and Wade survey, Abstract No 420, Brazoria County, Texas, more fully described in the attached.



SCALE: 1" = 200'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

JEROME V. JOZWIAK AND
DOROTHY B. JOZWIAK
VOL 1764, PG. 273, B.C.D.R.

JEROME V. JOZWIAK AND
DOROTHY B. JOZWIAK
B.C.C.F. NO. 2009019221

DREW MANSFIELD AND
RUTH ANN MANSFIELD
B.C.C.F. NO. 1997034910

ALVIN INDEPENDENT SCHOOL DISTRICT
VOL 1391, PG. 218, E.C.D.R.

P.O.B.
SET MAG NAK

S 51°27'01" E 659.06'

-COUNTY ROAD 145

SET MAG NAIL

SET 5/8" IRC
"WINDROSE LAND SERVICES"
FND 1" IP FOR REFERENCE
N39°14'13"E - 0.98'

SET 5/8" IRC
"WINDROSE LAND SERVICES"

MELVIN G. EBERHARDT AND
PATRICIA L. EBERHARDT
B.C.C.F. NO. 98031414

N 38°46'39" E 662.00'

10.019 ACRES
436,441 SQ.FT.

J.B. MANNAHAN AND
ROBBIE DELL MANNAHAN
VOL. 3692, PG. 667, B.C.D.R.

S 38°40'56" W 661.33'

FND 1/2" IR

N 51°30'32" W 660.17'

ALBERT H. EIDAM, III AND
GAIL A. EIDAM
B.C.C.F. NO. 19927196

SET 5/8" IRC
"WINDROSE LAND SERVICES"

SW. PIPE HOLDINGS, INC
B.C.C.F. NO. 2009037035

LYTANE BRIERS
B.C.C.F. NO. 2011018384

EXHIBIT OF
10.019 AC. / 436,441 SQ. FT.
SITUATED IN THE
HOOPER AND WADE SURVEY
ABSTRACT NO. 420
BRAZORIA COUNTY, TEXAS

FILED BY: -	DATE: 05/26/2017
DRAWN BY: CJP	REV:
CHECKED BY: PK	REV:
JOB NO. 53419-EXB	REV
SHEET 1 OF 2	REV:



WINDROSE
LAND SURVEYING | PLATTING

3200 WILCREST, SUITE 325 | HOUSTON, TX 77042 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 10.019 ACRES OR 436,441 SQ. FT.

A TRACT OR PARCEL CONTAINING 10.019 ACRES OR 436,441 SQUARE FEET OF LAND BEING ALL OF LOT 29 OUT OF SECTION NO. 23 HOOPER AND WADE SURVEY AS RECORDED UNDER VOL. 49, PG. 161, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) CONVEYED TO J.B. MANNAHAN AND ROBBIE DELL MANNAHAN AS RECORDED UNDER VOL. 3692, PG. 667, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.) SITUATED IN THE HOOPER AND WADE SURVEY, ABSTRACT NO. 420, BRAZORIA COUNTY, TEXAS, WITH SAID 10.019 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A MAG NAIL SET IN THE CENTERLINE OF COUNTY ROAD 145 AT THE COMMON CORNER OF LOTS 28, 38 AND 39 OF SAID SECTION NO. 23, AND SAID LOT 29;

THENCE, SOUTH 51 DEG. 27 MIN. 01 SEC. EAST, ALONG THE COMMON LINE OF SAID LOTS 29 AND 38, THE SAME BEING THE CENTERLINE OF COUNTY ROAD 145, A DISTANCE OF 659.06 FEET TO A MAG NAIL SET FOR THE COMMON CORNER LOTS 30 AND 37 OF SAID SECTION NO. 23, AND SAID LOTS 29 AND 38;

THENCE, SOUTH 38 DEG. 40 MIN. 56 SEC. WEST, ALONG THE COMMON LINE OF SAID LOTS 29 AND 30, PASSING A DISTANCE OF 25.50 TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET FOR REFERENCE ON THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 145 AND CONTINUING FOR A TOTAL DISTANCE OF 661.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE COMMON CORNER OF LOTS 21 AND 28 OF SAID SECTION 23, AND SAID LOTS 29 AND 30;

THENCE, NORTH 51 DEG. 30 MIN. 32 SEC. WEST, ALONG THE COMMON LINE OF SAID LOTS 22 AND 29, A DISTANCE OF 660.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON CORNER OF LOT 23 OF SAID SECTION NO. 23, AND SAID LOTS 22, 28 AND 29;

THENCE, NORTH 38 DEG. 46 MIN. 40 SEC. EAST, ALONG THE COMMON LINE OF SAID LOTS 28 AND 29, PASSING A DISTANCE OF 636.50 FEET, A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE SOUTHWEST R.O.W. OF SAID COUNTY ROAD 145, AND CONTINUING FOR A TOTAL DISTANCE OF 662.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.019 ACRES OR 436,441 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53419-10.019AC, PREPARED BY WINDROSE LAND SERVICES.



RONALD PATRICK KELL
R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



05-26-17

DATE:



Sunset Ranch Development Annexation

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF ALVIN**

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Texas Local Government Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs

and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, Engineer

Agenda Item: Consider Resolution 17-R-26, accepting the petition for annexation of 19.134 acres, more or less, for Forest Heights, Section 6, located along the proposed FM 528 extension between Business 35 and State Highway 6, from Don Barras Development, LLC.; setting an annexation schedule that includes public hearings on November 2, 2017, and November 16, 2017; providing for open meetings and other related matters.

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

Summary: Don Barras of Don Barras Development LLC is petitioning the City to annex 19.173 acres of his property in Forest Heights for the development of Section 6 located along the proposed FM 528 extension between Business 35 and Highway 6.

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

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

Legal Review Required: N/A ___ Required x **Date Completed:** _____

Supporting documents attached:

- Resolution 17-R-26 with exhibits
 - Request & Petition to Annex to the City Council of the City of Alvin For Annexation of Property
-

Recommendation: Move to approve Resolution 17-R-26, accepting the petition for annexation submitted by Don Barras and approving an annexation schedule to include public hearings on November 2, 2017, and November 16, 2017.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 17-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 19.173 ACRES, MORE OR LESS, FOR FOREST HEIGHTS, SECTION 6 LOCATED ALONG THE PROPOSED FM 528 EXTENSION BETWEEN BUSINESS 35 AND STATE HIGHWAY 6; FROM DON BARRAS DEVELOPMENT, LLC; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Brazoria County, Texas, has petitioned the City of Alvin, Texas (herein the "City"), for annexation of such properties into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052(h)(2) of the Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of all portions of the following property not previously annexed into the City and the draft service plan shown in Exhibit "B," submitted by Petitioners is hereby accepted:

A tract of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas, as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are hereby set for the dates of November 2, 2017, and November 16, 2017. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

PASSED AND APPROVED this the _____ day of _____, 2017.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit “A”

PROPERTY DESCRIPTION

A tract of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce’s Addition to Alvin, Texas, as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas, more fully described in the attached.

DESCRIPTION

Of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas. Said 19.173 acres being out of a called 227 12 acres tract (Tracts 1, 3, 9 and 10) conveyed by deed dated July 7 1997 from Peggy Swoboda Jobes to Lepper Family Partnership, Ltd., as recorded in Brazoria County Clerk's File No. 97-024069, all of the Official Records of Brazoria County, Texas. Said 25 915 acres being out of said Hooper & Wade Survey, Section 23, Abstract 420 and Section 24, Abstract 485, Brazoria County, Texas and being more particularly described by metes and bounds as follows; (Bearings based on the east line of Forest Heights Section One (B.C.P.R. Vol. 24, Pg. 69)

BEGINNING at a 5/8 inch iron rod with Rainwater cap found for the northeast corner of said Forest Heights Section One, same being in the west line of the G C & S F RR (based on a 100' R.O.W.) and being the southeast corner of the herein described tract;

THENCE South 76° 56' 05" West along the north line of said Forest Heights Section One, passing at a distance of 320.00 (found 319.86) a 5/8 inch iron rod with Rainwater cap (bent), the northwest corner of said Forest Heights Section One, same being the northeast corner of Forest Heights Section Three, according to the plat recorded in Document # 2004076091 of the Official Records of Brazoria County, Texas, and continuing in all for a total distance of 845.05 feet to a 5/8 inch iron rod with Rainwater cap found for the northwest corner of said Forest Heights Section Three;

THENCE South 41° 57' 00" West for a distance of 111.26 feet to a 5/8 inch iron rod with Rainwater cap found for the northeast corner of Lot 10, Block 10 of Forest Heights Section 4, according to the plat recorded in Document # 2006004775 of the Official Records of Brazoria County, Texas,

THENCE along the common lines of the herein described tract and said Forest Heights Section 4, the following calls:

North 48° 04' 59" West for a distance of 242.84 feet to a 5/8 inch iron rod found for corner;

North 39° 28' 53" West for a distance of 91.36 feet to a 5/8 inch iron rod found for corner;

North 47° 58' 37" West for a distance of 194.61 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

South 42° 13' 26" West for a distance of 30.46 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

North 47° 46' 33" West for a distance of 130.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

North 42° 13' 26" East for a distance of 480.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

South 47° 46' 34" East for a distance of 15.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

North 42° 13' 26" East for a distance of 337.95 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 47° 46' 34" East for a distance of 176.85 feet to a 5/8 inch iron rod with LJA cap set for corner;

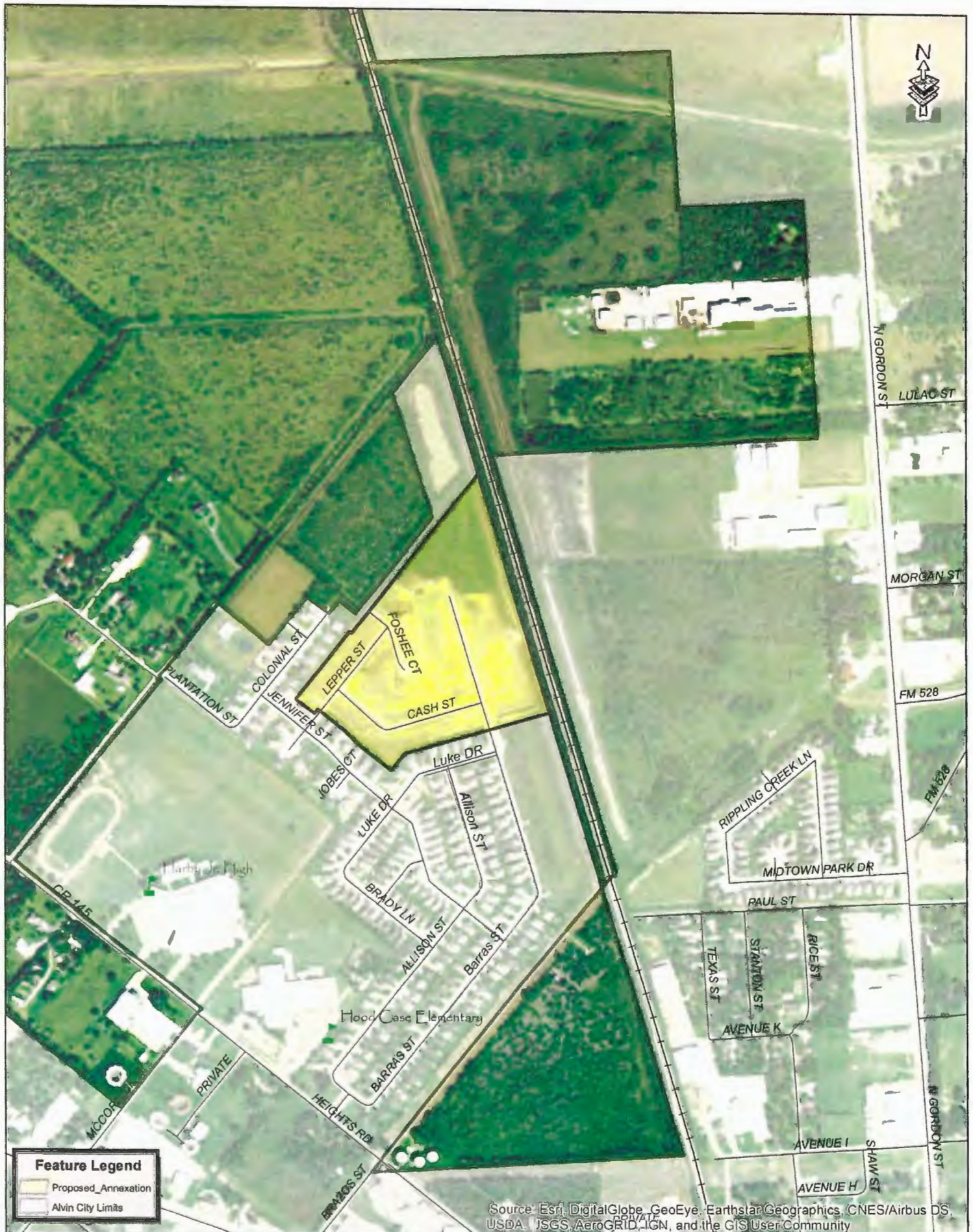
THENCE South 13° 03' 55" East for a distance of 17.07 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE North 76° 56' 05" East for a distance of 225.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 13° 03' 55" East for a distance of 167.00 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE North 76° 56' 05" East for a distance of 320.00 feet to a 5/8 inch iron rod with LJA cap set for corner in the west line of said G.C. & S.F. RR (100' R.O.W.)

THENCE South 13° 03' 55" East along the west line of said G.C. & S.F. RR (100' R.O.W.) for a distance of 590.00 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 19.173 acres or 835,157 square feet of land



Proposed Forest Heights Sec. 6 Annexation

Rev. Date 6/5/2017
Engineering Dept.

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF ALVIN**

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Local Government Code requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021 of the Texas Local Government Code and the request of the property owner, is authorized to annex the subject property; and

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows:

A tract of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce’s Addition to Alvin, Texas, as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water, and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B” (proposed to be applicable to and

adopted for the subject property), and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan, publish notice, and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED this ____ day of _____ 2017, with the City Secretary of the City of Alvin, Brazoria County, Texas.

Petitioner: Don Barras Development LLC

By: _____,
_____, President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of Don Barras Development LLC, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____ 2017.

(SEAL)

Notary Public - State of Texas

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

A tract of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas, as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas, more fully described in the attached.

DESCRIPTION

Of 19.173 acres of land, being out of Lots 51, 52, 63 and 64 of the subdivision of The Hooper and Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, according to the plat recorded in Volume 49, Page 161, of the Deed Records of Brazoria County, Texas, and being a portion of Lot 10 of the Map of Pierce's Addition to Alvin, Texas as recorded in Volume 46, Page 7, of the Deed Records of Brazoria County, Texas. Said 19.173 acres being out of a called 227 12 acres tract (Tracts 1, 3, 9 and 10) conveyed by deed dated July 7 1997 from Peggy Swoboda Jobes to Lepper Family Partnership, Ltd., as recorded in Brazoria County Clerk's File No. 97-024069, all of the Official Records of Brazoria County, Texas. Said 25 915 acres being out of said Hooper & Wade Survey, Section 23, Abstract 420 and Section 24, Abstract 485, Brazoria County, Texas and being more particularly described by metes and bounds as follows; (Bearings based on the east line of Forest Heights Section One (B.C.P.R Vol. 24, Pg. 69)

BEGINNING at a 5/8 inch iron rod with Rainwater cap found for the northeast corner of said Forest Heights Section One, same being in the west line of the G C & S F RR (based on a 100' R.O.W.) and being the southeast corner of the herein described tract;

THENCE South 76° 56' 05" West along the north line of said Forest Heights Section One, passing at a distance of 320.00 (found 319.86) a 5/8 inch iron rod with Rainwater cap (bent), the northwest corner of said Forest Heights Section One, same being the northeast corner of Forest Heights Section Three according to the plat recorded in Document # 2004076091 of the Official Records of Brazoria County, Texas, and continuing in all for a total distance of 845.05 feet to a 5/8 inch iron rod with Rainwater cap found for the northwest corner of said Forest Heights Section Three;

THENCE South 41° 57' 00" West for a distance of 111.26 feet to a 5/8 inch iron rod with Rainwater cap found for the northeast corner of Lot 10, Block 10 of Forest Heights Section 4, according to the plat recorded in Document # 2006004775 of the Official Records of Brazoria County, Texas,

THENCE along the common lines of the herein described tract and said Forest Heights Section 4, the following calls.

North 48° 04' 59" West for a distance of 242.84 feet to a 5/8 inch iron rod found for corner;
North 39° 28' 53" West for a distance of 91.36 feet to a 5/8 inch iron rod found for corner;
North 47° 58' 37" West for a distance of 194.61 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
South 42° 13' 26" West for a distance of 30.46 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 47° 46' 33" West for a distance of 130.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 480.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;

South 47° 46' 34" East for a distance of 15.00 feet to a 5/8 inch iron rod with Rainwater cap found for corner;
North 42° 13' 26" East for a distance of 337.95 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 47° 46' 34" East for a distance of 176.85 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 13° 03' 55" East for a distance of 17.07 feet to a 5/8 inch iron rod with LJA cap set for corner.

THENCE North 76° 56' 05" East for a distance of 225.00 feet to a 5/8 inch iron rod with LJA cap set for corner.

THENCE South 13° 03' 55" East for a distance of 167.00 feet to a 5/8 inch iron rod with LJA cap set for corner.

THENCE North 76° 56' 05" East for a distance of 320.00 feet to a 5/8 inch iron rod with LJA cap set for corner in the west line of said G.C. & S.F. RR (100' R.O.W.)

THENCE South 13° 03' 55" East along the west line of said G.C. & S.F. RR (100' R.O.W.) for a distance of 590.00 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 19.173 acres or 835,157 square feet of land

A



Proposed Forest Heights Sec. 6 Annexation

Rev. Date 6/5/2017
Engineering Dept.

Exhibit “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ALVIN

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Texas Local Government Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 17-R-23, approving a Utility Services Contract with Rooted Development Group, LLC. for the development of the remaining property in Mustang Crossing; and authorize the Mayor to sign.

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

Summary: Rooted Development Group, LLC. is requesting a Utility Services Contract that will allow the City of Alvin to provide water and wastewater services to the Mustang Crossing Development. The proposed planned unit development consists of 234 single-family residential homes, detention, and green space, and is located on the 69.728 acres of land originally proposed as future sections of the Mustang Crossing Subdivision. Rooted Development Group, LLC. is proposing a new In-City Municipal Utility District #73 (MUD) to assist with the costs of necessary infrastructure for the project. This proposed MUD will be the second In-City MUD in Alvin, the first being MUD #36 that serves Kendall Lakes. Resolution 17-R-23 will approve the Utility Services Contract with Rooted Development Group, LLC. for the completion of the Mustang Crossing Development on FM 1462.

Staff recommends approval.

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:** 9/13/17

Supporting documents attached:

- Resolution 17-R-23
- Utility Services Contract for Mustang Crossing with Exhibits
- Conceptual Plan for Mustang Crossing

Recommendation: Move to approve Resolution 17-R-23, approving a Utility Services Contract with Rooted Development Group, LLC. for the development of the remaining property in Mustang Crossing; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 17-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE UTILITY SERVICES CONTRACT WITH ROOTED DEVELOPMENT GROUP, LLC., FOR THE DEVELOPMENT OF MUSTANG CROSSING, A 234-HOME RESIDENTIAL TRACT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, Mustang Crossing is a planned unit residential development fronting FM 1462 within the corporate limits of the City, and this development will have 234 residential homes on approximately 76.8 acres (the “Property”); and

WHEREAS, Rooted Development Group, LLC is requesting a Utility Services Contract that will allow the City to provide water/wastewater services to the Mustang Crossing development; and

WHEREAS, Rooted Development Group, LLC has presented a petition to the City requesting that the City consent to the annexation of the Property into the proposed Brazoria County Municipal Utility District No. 73 (the “District”) in order to assist in defraying the costs of the necessary infrastructure for the Mustang Crossing Project. **NOW, THEREFORE,**

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

Section 1. Findings

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

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

Section 2. Approval of Utility Services Contract. City Council does hereby approve the Utility Services Contract with Rooted Development Group LLC.

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

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

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the ____ day of _____, 2017.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

**UTILITY SERVICES CONTRACT
BETWEEN
THE CITY OF ALVIN, TEXAS
AND
ROOTED DEVELOPMENT GROUP, LLC
ON BEHALF OF THEMSELVES AND PROPOSED
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73**

This UTILITY SERVICES CONTRACT (the “Contract”) is entered into between THE CITY OF ALVIN, TEXAS (the “City”), and ROOTED DEVELOPMENT GROUP, LLC, a Texas limited liability company (“Developer”), on behalf of themselves and proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73 (the “District”) (hereinafter the term “District” shall be construed to include both Developer and the District, as it is the intention of the parties to this Contract that all rights, benefits and obligations pursuant to this Contract shall ultimately be assigned to the District upon its creation and confirmation, except as otherwise provided herein. Thus, the representations made herein by the District represent Developer’s commitment to cause or direct the same to occur).

RECITALS

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

Developer is under contract to purchase a tract of approximately 69.728 acres within the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). Developer intends to create the District over the Property and plans to request the District to construct, finance, own, and operate a water distribution system and a wastewater collection system to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately.

The District will be a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality (the “Commission”), and will be confirmed by an election.

Developer, on behalf of itself and the District, would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and to provide for the construction and financing of the District’s water and wastewater facilities to serve the District, to be transferred for ownership, operation, and maintenance by the City after completion, subject to the terms of this Contract. The parties recognize that the District cannot approve and execute this Contract until the District is created and confirmed by majority vote at a confirmation election. The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer, on behalf of itself and the District, agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context indicates others, capitalized terms used in this Contract shall have the following meanings:

Annual Payment means the annual payment defined in Section 4.1 hereof and calculated and paid to the District as set forth in Article 4 hereof.

City means the City of Alvin, Texas.

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

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

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

Creation Resolution means the Resolution of the City of Alvin, Texas, containing various City conditions and requirements related to the establishment of the District.

District means proposed Brazoria County Municipal Utility District No. 73, and all land to be included in said District at creation and thereafter.

District Drainage System means the storm water system that will be constructed by the District for the collection and conveyance of collected storm water within the District.

District Obligations means the bonds, bond anticipation notes or other debt of the District.

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

District Wastewater System means the wastewater system that will be constructed by the District to serve the District for the collection of wastewater received from customers within the District, ending at the Point of Connection of Wastewater, and will include any sewer force

main, booster pumps and lift stations that will be required to transport wastewater to the Point of Connection of Wastewater.

District Water System means the water supply and distribution system that will be constructed by the District for the treatment and distribution of potable water to serve customers of the District, ending at the Point of Connection of Water.

Oversized Facilities means water, sewer, and/or drainage facilities, sized or constructed to serve areas outside the District, if any, as further provide in Section 2.1.3.

Point of Connection of Wastewater means that point or points where the District Wastewater System connects to the City Wastewater System along Mustang Crossing Boulevard, Quarterhorse Drive, and Saddle Creek. The location of the Point of Connection of Wastewater shall be within an easement and/or right-of way as mutually agreed upon by Developer and the City; however, if the parties cannot agree, the City will designate the exact location.

Point of Connection of Water means that point or points where the District Water System connects to the City Water System along Mustang Crossing Boulevard, Quarterhorse Drive, and Saddle Creek. The location of the Point of Connection of Water shall be within an easement and/or right-of-way as mutually agreed upon by Developer and the City, however, if the parties cannot agree, the City will designate the exact location.

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

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

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

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

2.1 Construction of the District Water, Wastewater, and Drainage Systems.

2.1.1 The District shall design and construct, at its sole cost and expense, a District Water System, a District Wastewater System, and a District Drainage

System to serve the District. The District Water System shall include all facilities necessary to convey water from the Point of Connection of Water to the District's customers.

The District will not construct any irrigation wells.

The District agrees that it will require all contractors who construct facilities for the District that will be ultimately conveyed to the City to provide a maintenance bond to the District in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The District Wastewater System shall include all facilities necessary to transport Wastewater from the District's customers to the Wastewater Point of Connection.

Plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the District's installation or construction of same. The District System or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be dedicated to the public for installation of public utilities.

2.1.2 Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals: (a) the District or Developer shall (i) order the District's Engineer to certify that the completed facilities have been completed in accordance with the plans approved by the City, (ii) certify that all bills and sums of money due in connection with the facilities have been fully paid and that the facilities are free from any and all claims and liens; (b) the District Engineer shall provide copies of the construction drawings as required by the City's subdivision ordinance; and (c) the District will then convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to or on behalf of the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District in any conveyed facilities; provided that the District may not transfer or assign such reserved capacity outside the District without City consent, and any excess capacity not required to serve the District following full buildout within the District or any Oversized Facilities shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit B** and no conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into the City System, and shall bill and collect for services from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City.

2.1.3 Oversized Facilities. In conjunction with the design and construction of the District System, as described in this Article, the City may determine from time to time that certain portions of the District System should be sized to serve areas outside the District, as well as areas within the District, or the City and the District may determine that the District should construct certain water, sewer, and/or drainage facilities outside the District to serve areas outside the District (in either case, facilities sized or constructed to serve areas outside the District shall be referred to in this Agreement as the “Oversized Facilities”). Subject to the terms and conditions of this Section, the District hereby agrees that, in conjunction with the design and construction of the District System as set out in this Agreement, the District shall cooperate with the City to include the Oversized Facilities as required by the City. The City, in turn, hereby agrees that as between the District and the City, the City shall fund the greater of (a) its pro rata share of the Construction Costs of any Oversized Facilities or (b) the difference between the Construction Costs of any Oversized Facilities and what would have been the Construction Costs for the facilities needed to serve the District only. To carry out the design and construction of Oversized Facilities, the City and the District agree to enter into a Development Agreement in a form mutually agreeable to the City and the District for the oversizing of such facilities. If the Oversized Facilities are designed and constructed by the District as part of the design and construction of District System, the Construction Costs of the Oversized Facilities shall be determined in accordance with TCEQ rules and regulations so that related construction costs will be shared by the City and the District on the basis of benefits received, which are generally the design capacities in the Oversized Facilities for the City and the District respectively.

2.2 Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply and water distribution line capacities in order to serve customers within the District’s boundaries, and same shall be provided to the Point of Connection of Water.

2.3 Wastewater Treatment Plant Facilities and Wastewater Trunk Line Capacity. The City shall provide the District with its ultimate requirements for wastewater treatment and wastewater trunk line collection line capacities in order to serve customers within the District’s boundaries, and same shall be provided to the Point of Connection of Wastewater

2.4 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, at such time as the District has paid the Connection Charge as provided in Section 3.4 hereof, the City shall, upon written request, issue a letter of assurance that the District is entitled to the use and benefit of the capacities purchased by said Connection Charge. If the City has not issued such letter of assurance within forty-five (45) days following the date of said request, the District shall be deemed to have the use and benefit of said quantities of service. The District shall have the right to assign or otherwise commit all or part of its capacity to landowner(s) and developer(s) within its boundaries.

2.5 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the District under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not in the District. Charges, fees and rates of City customers in the District shall be the same as similarly situated customers within the City as a whole.

2.6 Inspection by the City. The City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Contract.

2.7 Compliance with Laws and Regulations. The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

2.8 Wastewater Regional Facilities. The City anticipates providing for the District's Wastewater Services using existing treatment facilities of the City. The District shall not undertake to enter into a contract with any party, other than the City, to provide Wastewater Services for the District without the prior written approval of the City, unless the City cannot provide sufficient Wastewater Services. The District shall not provide Wastewater Services to anyone outside its boundaries without prior written approval of the City.

2.9 Records and Reports. The District shall promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

2.10 Term. This Contract shall be effective as of the date of its approval by the City Council of the City (the "Effective Date") and shall remain in effect for an initial term of 40 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

2.11 Termination for Failure of the District to Approve this Contract. The City may terminate this Contract by written notice to Developer if the District has not approved and executed this Contract by the earlier of 60 days after the District's organizational meeting or June 30, 2019.

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

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

ARTICLE 3. FINANCING OF FACILITIES

3.1 Authority of District to Issue District Obligations. The District shall have authority to issue, sell and deliver District Obligations, including bonds and bond anticipation notes, from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Creation Resolution.

3.2 Purpose for District Obligations and Use of Proceeds. The District will issue District Obligations, including but not limited to bonds and bond anticipation notes, for the purposes of purchasing and constructing or otherwise acquiring the District Water System, the District Wastewater System, and any other facilities the District is authorized to acquire by state law, and to make any and all necessary capital recovery payments, purchases, construction, improvements, extensions, additions and repairs thereto, purchasing or acquiring all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing District creation expenses, operating advances, and providing for interest to landowners and for any necessary capitalized interest and costs of issuance or refunding then outstanding District Obligations. Nothing in this Contract shall be construed to obligate the District to repair any facilities accepted by the City for ownership. Further, the parties acknowledge that it is their specific intention that the District be permitted to construct, purchase, finance or acquire road and/or recreational facilities through the issuance of District Obligations.

3.3 Construction by Third Parties. From time to time, the District may enter into one or more agreements with owners of property located within or in the vicinity of the District whereby such landowners will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the District Water System, District Wastewater System, or other facilities permitted to be acquired by the District ("Utility Development Agreements"). Under the terms of such Utility Development Agreements, the landowners may be obligated to finance and construct the above-referenced facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement may provide for the purchase of such facilities from the landowners using the proceeds of the District Obligations, including one or more series of bonds.

3.4 Financing City Water and Wastewater Capacities. In consideration of the City's provision of water supply and distribution capacity and wastewater collection and treatment capacity, the District agrees to pay to the City such amounts per equivalent single-family residential connection to the City Wastewater System and the City Water System (the "City System"), as established pursuant to the ordinances of the City (the "Connection Charge"). The Connection Charge shall be paid to the City by or on behalf of the District before the connection of each particular improvement to the City System at the same time and manner as such fees are paid for improvements in other areas of the City outside the District. The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The City may amend the Connection Charge from time to

time in accordance with the requirements of state law. The District acknowledges and agrees that, besides the Connection Charge, any new connection to the City System will be subject to the fees, charges, and costs routinely collected by the City in regards to any new connection to the City' utilities whether inside or outside the District. Further, as a result of the District's funding of roads or recreational facilities, if any, the parties agree that there shall be no connection charges or impact fees for roads or recreational facilities for development within the District. Notwithstanding anything herein to the contrary, any capacities purchased by payment of a Connection Charge pursuant to this Section 3.4 shall be reserved and allocated by the City exclusively to serve property within the District and shall not be utilized to serve property outside the District.

ARTICLE 4. ANNUAL PAYMENTS AND DISTRICT TAXES

4.1 Calculation of Annual Payments. In consideration of the development of the land within the District and the related increase in the taxable value of such land to the City through the acquisition and construction of the District Water System, District Wastewater System, and other permitted facilities by the District, and in order to comply with the Commission rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make payments annually to the District (the "Annual Payment") as set forth in this Article 4. The Annual Payment shall be a payment of a portion of the City's ad valorem tax revenues actually collected and received by the City from taxpayers within the District and deposited with the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. All Annual Payments received by the District from the City shall be deposited by the District into the District's debt service fund, to be used, along with any interest thereon, solely for the payment of District Obligations. The Annual Payment for each year shall be equal to \$0.30 per \$100 certified taxable valuation within the District.

4.2 Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each February 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the preceding calendar year (e.g., if the District receives a tax roll for calendar year 2018, the Annual Payment for such year will be due February 1, 2019). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. The obligation of the City to make Annual Payments to the District shall terminate only after (i) all the District Obligations have been paid in full or otherwise defeased, or (ii) the City has dissolved the District and assumed all outstanding District Obligations in accordance with all applicable law.

4.3 Supplemental and Correction Tax Rolls; Adjustment to Annual Payment. The parties recognize and acknowledge that from time to time the Brazoria County Appraisal

District may submit one or more supplemental or correction tax rolls, each of which may affect the total taxable assessed valuation within the District for a particular year and, therefore, the Annual Payment due and payable by the City for such year. The City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather than payment within 45 days, the next Annual Payment shall be adjusted accordingly.

4.4 Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records, and accounts of all ad valorem taxes levied by the City from time to time, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amount of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder.

4.5 District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including premium, redemption premium (if any) and interest on bonds, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund, and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may deem necessary or the District's use of its tax revenues for any authorized purpose in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments, shall become the property of the District and may be applied by the District in accordance with applicable law and as deemed appropriate by the District's Board of Directors in its sole discretion.

ARTICLE 5. MISCELLANEOUS

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

5.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the

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

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

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

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

If to the City, to:

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

If to the District, to:

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 1400
Houston, Texas 77056
Attn: Daniel S. Ringold

If to Developer, to:

Rooted Development Group, LLC
118 Vintage Park, Suite W-401
Houston, Texas 77070
Attn: Christopher M. Gilbert

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

5.6 Merger and Modification. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the ordinance of the City consenting to the creation of the District, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

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

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

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

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

5.11 Amendments. This Contract may not be amended, modified or supplemented without the express written consent of the City, the Developer and, once duly constituted, the District. However, all parties to this Contract hereby consent to any and all amendments, modifications or supplements necessary to conform this Contract to the final plan. Any such conforming changes shall be provided in writing by the party proposing such changes to the Contract.

5.12 Contract Subject to Closing on Property; Effective Date. Notwithstanding anything to the contrary set forth in this Contract, this Contract shall not be effective and binding upon the parties hereto until the Property has been purchased by the Developer (or its assignee pursuant to Section 5.8 hereof), which shall be evidenced by a deed recorded in the real property records of Brazoria County. If the Developer purchases less than all of the Property, the parties hereto agree to enter into an amendment to this Contract to reflect the revised Property.

[EXECUTION PAGES FOLLOW]

AGREED AND ACCEPTED as of the Effective Date.

ROOTED DEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Christopher M. Gilbert
President

CITY OF ALVIN, TEXAS

BY: _____
MAYOR

ATTEST:

CITY SECRETARY

Exhibit B

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with _____, dated _____, for [describe project] _____, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the “Facilities”).

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated _____ 2017, between the City, and Rooted Development Group, LLC (“RDG”), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on _____ (the “Agreement”). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on _____.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 73

By: _____
Name: _____
Title: _____

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

CITY OF ALVIN

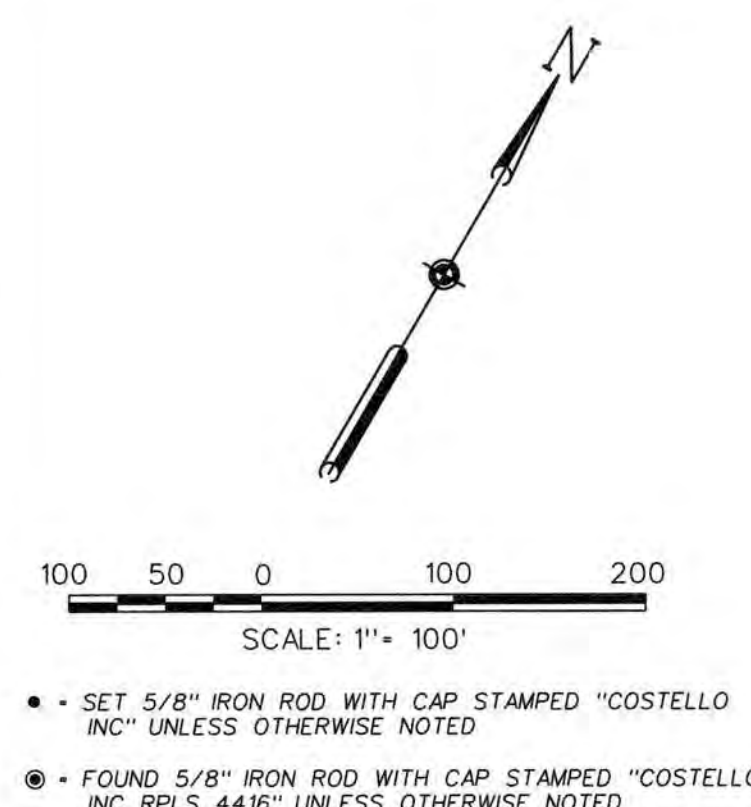
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____,
as _____ of the Board of Directors of Brazoria County Municipal Utility District
No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for
the State of T E X A S

(NOTARY SEAL)



LEGEND

⊙	SANITARY SEWER MANHOLE
⬇	WATER VALVE
◆	FH
⊠	ELECT. BOX
⚡	POWER POLE
⊠	CABLE TV BOX
☎	TELEPHONE BOX
⚓	PIPELINE MARKER
⊙	STORM MH
—X—	FENCE
—D—	DOWN GUY
⬆⬆⬆⬆⬆	HIGH BANK
⬆	FIBER OPTIC SIGN
⬆	CLEAN OUT
⬆	SIGN

CURVE TABLE						
NO.	LENGTH	DELTA	RAD.	CHORD	DIST.	
C1	239.80	24° 17' 23"	568.00	S 18° 08' 30" E	238.03	
C2	76.79	11° 11' 41"	393.00	SO 20° 26' 56" E	76.66	
C3	253.84	89° 55' 43"	15.00	S 14° 47' 17" W	21.20	
C4	235.97	90° 02' 12"	15.00	N 25° 12' 44" W	21.22	
C5	100.81	83° 45' 10"	420.00	S 73° 18' 37" E	100.57	
C6	112.17	13° 17' 51"	483.32	S 24° 45' 32" E	111.92	
C7	325.34	41° 22' 49"	1835.08	S 81° 39' 58" W	1296.72	
C8	29.86	04° 04' 27"	420.00	N 40° 43' 13" W	29.86	
C9	31.64	04° 16' 28"	420.00	N 40° 45' 27" W	31.33	

CALL 12.32 ACRES
JORGE COSCULLUELA RODRIGUEZ
C.F. NO. 2014043616
O.P.R.B.C.

CALL 7.89 ACRES
ABDEL BLANCART MARTINEZ
AND
YAILET ARAFET CALDERIN.
HUSBAND AND WIFE
C.F. NO. 2014034343
O.P.R.B.C.

CALL 9.99 ACRES
FRANK C. PLANKA
AND WIFE,
MARJORIE A. PLANKA
C.F. NO. 2002-02005
D.P.R.B.C.

TRACT 1
55.14 ACRES
BEING A PORTION OF A
CALL 129.23 ACRE TRACT
RECORDED IN
F. NO. 2010032838 O.P.R.B.C.

TRACT 3—
BEING LOT 8, BLOCK 1
SECTION ONE
OF MUSTANG CROSSING
SECTIONS ONE AND TWO
NO. 2006012906 O.P.R.B.C.

TRACT 2
14.35 ACRES
BEING A PORTION OF A
CALL 129.23 ACRE TRACT
RECORDED IN
C.F. NO. 2010032838 O.P.R.B.C.

REMAINDER OF A
CALL 28.5 ACRES
VIRGIL CLAUDE MCGINNIS
AND VELMO ROY MCGINNIS
VOL. 597, PG. 541
D.R.B.C.

NOTES

1. THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STANLEY GUARANTY COMPANY, INC. NO. 1003033539, DATED 11-24-1984. THIS SURVEY IS BASED ON TITLE INSURANCE POLICY NO. 1003033539, DATED 11-24-1984, EFFECTIVE DATE OF 11-21-1987 AND IS SUBJECT TO THE FOLLOWING CONDITIONS: LEASES AND EASEMENTS ARE NOT STIPULATED THEREIN.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE MAP, THE FLOOD ZONE BEING COVERED BY THIS SURVEY IS DESIGNATED AS FLOOD ZONE 5. 1989. THIS FLOOD INSURANCE MAP IN UNSHADED ZONE "X", WHICH IS DESIGNATED AS AREA OF MINOR FLOODING, OUTSIDE 100-YEAR FLOODPLAIN, AND ZONE "A" DETERMINED TO BE FLOOD DEPTHS OF 1 FOOT.
3. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT IS NOT GUARANTY'S RESPONSIBILITY TO DETERMINE THE ACCURACY OF INFORMATION FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OF THE SURVEY. THE FLOOD INSURANCE MAP IS NOT INTENDED TO IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREIN WILL BE PROTECTED FROM FLOODING. THE FLOOD INSURANCE MAP IS NOT SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CHANGES OCCUR. IT IS THE USER'S STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE 10N.
5. THIS SURVEY LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN.
6. ABBREVIATIONS: B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS;
B.C.P.C. = BRAZORIA COUNTY PUBLIC RECORDS OF BRAZORIA COUNTY;
D.R.B.C. = DEED RECORDS OF BRAZORIA COUNTY; B.V.C = BAY OF CUBS AND BAY OF VERMILION RECORDS OF BRAZORIA COUNTY;
S.E.C. = SANITARY SEWER EASEMENTS; S.W.M. = STORM SEWER EASEMENTS;
U.E. = UTILITY EASEMENTS; S.F.M. = SURFACE FLOOD EASEMENTS;
L.E. = LANDSCAPE EASEMENTS; C.N. = CLEER'S FILE NUMBER.
7. ALL UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE FEATURES AND NO EFFORT WAS MADE TO LOCATE UNDERGROUND UTILITIES.
8. THIS PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN VOL. 537, PG. 299 OF THE D.R.B.C.
9. THIS PROPERTY IS SUBJECT TO THE CONDITIONS AND PROVISIONS OF THE FLOOD INSURANCE POLICY OF STANLEY GUARANTY COMPANY, NO. 1003035407, DATED 05/20/1987, C.F. NO. 2000004527, AND C.F. NO. 2000004528.
10. ALL RIGHTS ARE RESERVED.
11. METES AND BOUNDS BY SEPARATE INSTRUMENT (1157-117).

Costello

STANDARD LAND SURVEY
69.728 ACRES
HOOPER AND WADE
SURVEY, SECTION 18, A-488
BRAZORIA COUNTY, TEXAS

JOB NO :2017131008	DATE:8-3-17	2017131008MAP.DGN
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TO: ROOTED DEVELOPMENT SERVICES, L.L.C.
REDUS TEXAS LAND, L.L.C.
STEWART TITLE GUARANTY COMPANY

I, ANDREW P. McCONNELL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2017 AND CONFORMS TO THE CURRENT TEXAS SURVEYOR'S ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

Andrew P. McConnell 8-3-17

ANDREW P. MCCONNELL
TEXAS REGISTRATION NO. 5651

STATE OF TEXAS
REGISTERED
5651
PROFESSIONAL LAND SURVEYOR

ANDREW P. McCONNELL
TEXAS REGISTRATION NO. 5651

County: Brazoria
Project: Mustang Crossing- Remainder Tracts
C.I. No.: 1157-17
Job Number: 2017-131-008

METES AND BOUNDS FOR 69.728 ACRES

Being a 69.728 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 69.728 acre tract being all of Lot 28, and portion of Lots 15, 26, 27, 36, 37, 38, 39, 40, 41, 46, 47, and 48 of said subdivision, same being portions of a call 129.23 acre tract of land conveyed to REDUS Texas Land, L.L.C., recorded in Clerk's File Number 2010032838 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being all of Lot 8, Block 1 (containing 0.238 acres of land) in Section One of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.; the portions of said 129.23 acre tract being more particularly described by metes and bounds in two tracts as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

Tract 1- 55.14 Acres

Beginning at a 3/4-inch iron rod found at the west corner of said call 129.23 acre tract and south corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., being on the northwesterly line of said Lot 15 common with the southeasterly line of Lot 16 of said subdivision, and being on the northerly Right-of-Way line of FM 1462 (150 feet wide) recorded in Volume 959, Page 400 of the Deed Records of Brazoria County (D.R.B.C.);

1. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 15 common with the southeasterly line of said call 12.198 acre tract and said Lot 16, North 59 degrees 41 minutes 51 seconds East, a distance of 449.36 feet (call North 59 degrees 49 minutes 17 seconds East, a distance of 448.99 feet) to 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the east corner of said call 12.198 acre tract and said Lot 16, the south corner of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 2002-020054 of the O.P.R.B.C. and Lot 25 of said subdivision, the west corner of aforesaid Lot 26, and the north corner of said Lot 15;
2. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 26 common with the southeasterly line of said call 9.99 acre tract and said Lot 25, North 59 degrees 47 minutes 40 seconds East, a distance of 659.04 feet (call North 59 degrees 46 minutes 19 seconds East, a distance of 659.33 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 9.99 acre tract and said Lot 25, the north corner of said Lot 26, the south corner of aforesaid Lot 28, and the west corner of aforesaid Lot 27;

3. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 28 common with the northeasterly line of said call 9.99 acre tract and said Lot 25, North 30 degrees 10 minutes 55 seconds West, a distance of 659.62 feet (call North 30 degrees 10 minutes 13 seconds West, a distance of 660.0 feet) to a 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the north corner of said call 9.99 acre tract and said Lot 25, the east corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinec Yaillet Arafet Calderin, husband and wife in Clerk's File No. 2014034343 of the O.P.R.B.C. and Lot 24 of said subdivision, the south corner of a call 12.32 acre tract conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C. and Lot 29 of said subdivision;
4. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 28 common with the southeasterly line of said call 12.32 acre tract and said Lot 29, North 59 degrees 47 minutes 05 seconds East, a distance of 668.32 feet (call North 59 degrees 47 minutes 05 seconds East, a distance of 668.01 feet) to an interior corner of said call 129.23 acre tract, the north corner of said Lot 28, the east corner of said call 12.32 acre tract and said Lot 29, and the south corner of aforesaid Lot 36, from which a 5/8-inch iron rod with cap stamped "WILSON" found bears North 72 degrees 58 minutes West, a distance of 1.03 feet;
5. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 36 common with the northeasterly line of said call 12.32 acre tract and said Lot 29, North 30 degrees 11 minutes 13 seconds West, a distance of 657.83 feet (call North 30 degrees 11 minutes 13 seconds West, a distance of 657.91 feet) to a 1/2-inch iron rod found at an exterior corner of said 129.23 acre tract, the north corner of said Lot 29, the west corner of said Lot 36 and the south corner of a call 5.00 acre tract conveyed to James Day McNeil and wife, Waynetta R. McNeil in Volume 1420, Page 909 of the D.R.B.C. and Lot 35 of aforesaid subdivision;
6. Thence, with the northwesterly line of said call 129.23 acre tract and said Lot 36 common with the southeasterly line of said call 5.00 acre tract and said Lot 35, North 59 degrees 46 minutes 06 seconds East, a distance of 437.90 feet (call North 59 degrees 46 minutes 05 seconds East, a distance of 438.0 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 5.00 acre tract and the south corner of a call 3.002 acre tract of land conveyed Jane C. Walker in Clerk's File No. 1986-031185 of the O.P.R.B.C.;

7. Thence, with the northwesterly line of said call 129.23 acre tract and aforesaid Lots 36, 41, and 46 common with the southeasterly line of said call 3.002 acre tract, the southeasterly line of a call 3.037 acre tract of land conveyed to Tranquility Estates, L.P. in C.F. No. 1998-000696 of the O.P.R.B.C., the southeasterly line of Trussell's Estate, a subdivision recorded in Clerk's File No. 1996037669 of the O.P.R.B.C., the southeasterly line of Ostos Park, a subdivision recorded in Clerk's File No. 1995-023476 of the O.P.R.B.C., the southeasterly line of the remaiber of a 28.5 acre tract conveyed to Virgil Claude McGinnes and Velmo Roy McGinnes in Volume 597, Page 541 of the D.R.B.C., and the southeasterly line of Lots 35, 42, and 45 of aforesaid Hooper and Wade Subdivision, North 59 degrees 38 minutes 57 seconds East, a distance of 902.06 feet (call North 59 degrees 39 minutes 56 seconds East) to the west corner of Reserve "A" of aforesaid Mustang Crossing Sections One and Two, from which a 5/8-inch iron rod with cap found bears North 15 degrees 37 minutes West, a distance of 0.60 feet;

Thence, with the southwesterly line of said Reserve "A", the following four (4) courses:

8. South 30 degrees 14 minutes 12 seconds East, a distance of 310.66 feet (call 311.16 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 59 degrees 45 minutes 48 seconds East, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 30 degrees 14 minutes 12 seconds East, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. 239.80 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 11 minutes 23 seconds, a radius of 568.00 feet and a chord that bears South 18 degrees 08 minutes 30 seconds East, a distance of 238.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;
12. South 83 degrees 55 minutes 31 seconds West, at a distance of 115.00 passing a 5/8-inch iron rod with cap found on the easterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in said Mustang Crossing Section Four, and continuing for a total distance of 175.04 feet (call South 83 degrees 57 minutes 13 seconds West, a distance of 175.00 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the westerly Right-of-Way line of said Saddlecreek;

13. Thence, with the westerly Right-of-Way line of said Saddle Creek, 76.79 feet (call 76.76) along the arc of a curve to the right, said curve having a central angle of 11 degrees 11 minutes 41 seconds, a radius of 393.00 feet and a chord that bears South 00 degrees 26 minutes 56 seconds East, a distance of 76.66 feet to a 5/8-inch iron rod with cap found on the northwesterly line of said Mustang Crossing Section Four;

Thence, with the northwesterly and southwesterly lines of said Mustang Crossing Section Four, the following nine (9) courses:

14. South 59 degrees 45 minutes 48 seconds West, a distance of 1,013.58 feet (call 1013.60 feet) to a 5/8-inch iron rod found;
15. South 30 degrees 11 minutes 13 seconds East, a distance of 100.13 feet (call 100.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
16. South 59 degrees 48 minutes 47 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
17. 23.54 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 55 minutes 43 seconds, a radius of 15.00 feet and a chord that bears South 14 degrees 47 minutes 17 seconds West, a distance of 21.20 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
18. South 59 degrees 45 minutes 46 seconds West, a distance of 85.00 feet to an interior corne of aforesaid Mustang Crossing Section Four from which a 5/8-inch iron rod with cap found bears South 79 degrees 19 minutes West, a distance of 0.29 feet;
19. 23.57 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 02 minutes 12 seconds, a radius of 15.00 feet and a chord that bears North 75 degrees 12 minutes 44 seconds West, a distance of 21.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northerly terminus of Mustang Crossing Boulevard recorded in said Mustang Crossing Section Four;
20. Thence, with the northwesterly terminus of said Mustang Crossing Section Four, South 59 degrees 53 minutes 37 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the westerly terminus of said Mustang Crossing Boulevard;
21. Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, South 30 degrees 11 minutes 13 seconds East, a distance of 75.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

22. Thence, continuing with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, 100.81 feet (call 96.15 feet) along the arc of a curve to the right, said curve having a central angle of 13 degrees 45 minutes 10 seconds, a radius of 420.00 feet and a chord that bears South 23 degrees 18 minutes 37 seconds East, a distance of 100.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the west corner of aforesaid Mustang Crossing Sections One and Two;

Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, the following three (3) courses:

23. 112.17 feet (call 111.92 feet) along the arc of a curve to the left, said curve having a central angle of 13 degrees 17 minutes 51 seconds, a radius of 483.32 feet and a chord that bears South 21 degrees 45 minutes 32 seconds East, a distance of 111.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 28 degrees 35 minutes 44 seconds East, a distance of 1,380.01 feet to a 5/8-inch iron rod with cap found;
25. South 17 degrees 45 minutes 57 seconds West, at a distance of 14.49 feet passing a 5/8-inch iron rod with cap found, and continuing for a total a distance of 15.50 feet (call 14.60 feet) to the northeasterly Right-of-Way line of aforesaid FM 1462;
26. Thence, with the northeasterly Right-of-Way line of said FM 1462, 1,325.34 feet along the arc of a curve to the right, said curve having a central angle of 41 degrees 22 minutes 49 seconds, a radius of 1,835.08 feet and a chord that bears South 84 degrees 39 minutes 58 seconds West, a distance of 1,296.72 feet to a disturbed concrete monument;
27. Thence, continuing with the northeasterly Right-of-Way line of said FM 1462, North 74 degrees 40 minutes 50 seconds West, a distance of 700.73 feet (call North 74 degrees 40 minutes 15 seconds West, a distance of 701.02 feet) to **Point of Beginning** and containing 55.14 acres of land in Tract 1.

Tract 2-14.35 Acres

Beginning at a 5/8-inch iron rod with cap found at the south corner of Lot 1, Block 1 of aforesaid Mustang Crossing Sections One and Two and being on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard (width varies);

1. Thence, with the southeasterly line of said Block 1, North 59 degrees 45 minutes 08 seconds East, a distance of 666.29 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 666.03 feet) to a 5/8-inch iron rod with cap found;

2. Thence, with the northeasterly line of said Block 1, North 30 degrees 14 minutes 12 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Lot 10 Block 1 on the southeasterly line of Block 2 of aforesaid Mustang Crossing Sections One and Two;
3. Thence, with the southeasterly line of said Block 2, North 59 degrees 44 minutes 52 seconds East, a distance of 777.92 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 777.15 feet) to a 5/8-inch iron rod with cap found at the east corner of Lot 25 of said Block 2;
4. Thence, with the easterly line of said Block 2, North 03 degrees 42 minutes 50 seconds East, a distance of 252.93 feet (call North 03 degrees 27 minutes 42 seconds East, a distance of 253.08 feet) to a 5/8-inch iron rod with cap found at the northeast corner of Lot 27 of said Block 2, and being on the southwesterly line of aforesaid Reserve "A";
5. Thence, with a southerly line of said Reserve "A" and the southerly line of Reserve "G" of aforesaid Mustang Crossing Sections One and Two, South 86 degrees 53 minutes 59 seconds East, a distance of 67.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the southeast corner of said Reserve "G", the east line of aforesaid 129.23 acre tract, and being on the westerly Right-of-Way line of Johnson Street (width unknown);
6. Thence, with the westerly Right-of-Way line of said Johnson Street, South 03 degrees 37 minutes 42 seconds West, a distance of 990.99 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the intersection of the westerly Right-of-Way line of said Johnson Street and the northwesterly Right-of-Way line of aforesaid FM 1462;
7. Thence, with the northwesterly Right-of-Way line of said FM 1462, South 59 degrees 42 minutes 42 seconds West, a distance of 930.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the east corner of a call 1.01 acre tract of land conveyed to Moody National Bank in Clerk's File No. 2006048046 of the O.P.R.B.C.;
8. Thence, with the northeasterly line of said call 1.01 acre tract, North 30 degrees 15 minutes 24 seconds West, a distance of 300.78 feet (call 300.17 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. Thence, with the northwesterly line of said call 1.01 acre tract, South 59 degrees 42 minutes 42 seconds West, a distance of 148.05 feet (call 148.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard;

10. Thence, with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 29.86 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 04 minutes 27 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 34 minutes 13 seconds West, a distance of 29.86 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. Thence, continuing with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 31.33 feet (call 31.32 feet) along the arc of a curve to the right, said curve having a central angle of 04 degrees 16 minutes 28 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 45 minutes 27 seconds West, a distance of 31.33 feet to the **Point of Beginning** and containing 14.35 acres of land in Tract 2.

Tract 1- 55.14 Acres

Tract 2- 14.35 Acres

B1, L8- 0.237 acres

Total- 69.728 Acres



Andrew P. McConnell
8-3-17

Preliminary
Draft

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

SCALE : 1" = 200'
0 100 200 400
DATE : 05-04-2017



LEGEND

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50 x 120	234±	100%	xx.x± AC.
TOTAL	234±	100%	xx.x± AC.

NON-RESIDENTIAL	
USE	ACREAGE
OPEN SPACE	X.X± AC.
PARK	X.X AC.
DETENTION	10.6± AC.
RIGHT OF WAYS	X.X± AC.
TOTAL	xx.x± AC.

OVERALL TOTAL = 67.0± AC.



MUSTANG CROSSING

67.0± ACRES WITHIN ALVIN, TEXAS

CONCEPTUAL MASTER PLAN - OPTION C



PLANNING & LANDSCAPE ARCHITECTURE
9990 RICHMOND AVE., SUITE 459, NORTH BLDG. | 1016 LA POSADA DR., SUITE 288
HOUSTON, TEXAS 77042 | AUSTIN, TEXAS 78752
713.343.0394 | 512.646.3445



AGENDA COMMENTARY

Meeting Date: 9/21/2017

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Resolution No. 17-R-24, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Kendall Lakes, Section Four; and authorize the Mayor to sign.

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

Summary: This conveyance of utility facilities conforms with the initial Utility Services Contract dated Aug. 5, 2004, with the developer, Skymark Land Development, Inc. Skymark contracted with the City to obtain water supply and wastewater treatment services for Municipal Utility District (MUD) #36 serving Kendall Lakes. Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

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:** _____

Supporting documents attached:

- Resolution 17-R-24
- Utility Conveyance and Security Agreement

Recommendation: Move to approve Resolution No. 17-R-24, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Kendall Lakes, Section Four, and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 17-R-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE KENDALL LAKES, SECTION FOUR AND AUTHORIZE THE MAYOR TO SIGN

WHEREAS, Brazoria County Municipal Utility District No. 36 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

WHEREAS, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated September 30, 2014, for the water distribution, wastewater collection, and storm water facilities to serve Kendall Lakes, Section Four; and

WHEREAS, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated August 5, 2004, which was assumed by the District on June 9, 2005; and

WHEREAS, this conveyance is made subject to the terms of that Agreement;

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

Section 1. That the City Council hereby approves the Utility Conveyance and Security Agreement.

Section 2. That the Utility Conveyance and Security Agreement shall be signed by the Mayor.

Section 3. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the _____ day of _____, 2017.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 36 (the "District") has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Clearwater Utilities, Inc., dated December 17, 2015, for the water distribution, wastewater collection, and storm water facilities to serve Kendall Lakes, Section Four, together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, SAVE AND EXCEPT detention facilities (the "Facilities"). The detention facilities shall be owned and maintained by either the District or a property owners association.

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated August 5, 2004, between the City, and Skymark Land Development, Inc., on behalf of themselves and Proposed Brazoria County Municipal Utility District No. 36, which was assumed by the District on June 9, 2005 (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on March 9, 2017.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 36

By: J A Woodring
Name: James A Woodring
Title: President

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

CITY OF ALVIN

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 9, 2017, by James A. Woodring as President of the Board of Directors of Brazoria County Municipal Utility District No. 36, a political subdivision of the State of Texas, on behalf of said political subdivision.



Susan Prosperi
Notary Public, State of Texas